



**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:

JR CRUZ CORP.

BID SECURITY (CIRCLE ONE):

BID BOND / CERTIFIED CHECK

NUMBER OF ADDENDUMS RECEIVED
AND ATTACHED TO BID:

5 ADDENDUMS

DDC CLIENT AGENCY:

DEPARTMENT OF TRANSPORTATION

PREPARED BY:

NV5

DATE PREPARED:

June 20, 2019



VOLUME 1 OF 3 BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

PROJECT ID: HWQ1182B

**BROAD CHANNEL STREETS AND BULKHEADS
RECONSTRUCTION – PHASE-2**

**WEST 14 TO WEST 17 ROAD FROM CROSS
BAY BOULEVARD TO BULKHEADS**

**INCLUDING WATER MAIN, STORM SEWER,
SANITARY SEWER,
PAVEMENT MARKINGS, STREET LIGHTING,
AND TRAFFIC SIGNAL WORK**

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

LAW



Lorraine Grillo
Commissioner

Jamie Torres-Springer
First Deputy Commissioner

Justin Walter
Chief Administrative Officer
Administration

Nicholas Mendoza
Agency Chief Contracting Officer

Lorraine Holley
Deputy ACCO

January 02, 2020

CERTIFIED MAIL - RETURN RECEIPT REQUEST

JRCRUZ CORP.
675 LINE RD
ABERDEEN, NJ 07747

RE: FMS ID: HWQ1182B
E-PIN: 85019B0062001
DDC PIN: 8502017HW0029C
BROAD CHANNEL STREETS AND
BULKHEADS RECONSTRUCTION-PHASE
2-WEST 14 TO WEST 17 ROAD FROM
CROSS BAY BOULEVARD TO
BULKHEADS-QUEENS
NOTICE OF AWARD

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of \$55,939,859.96 submitted at the bid opening on September 13, 2019. Within ten (10) days of your receipt of this notice of award, you are required to take the actions set forth in Paragraphs (1) through (3) below. For your convenience, attached please find a copy of Schedule A of the General Conditions to the Contract, which sets forth the types and amounts of insurance coverage required for this contract.

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

documentation specified in this paragraph is required for registration of the contract with the Comptroller's Office.

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

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

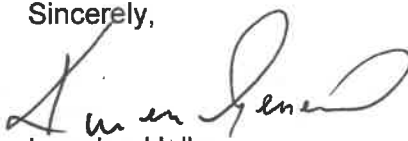
As of August 16, 2019, please be advised that Contract Site Safety Plans for DDC projects must be submitted through DDC's online Site Safety Plan (SSP) application (available via our Agency Portal – DDC Anywhere).

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: appsupport@ddc.nyc.gov.

Sincerely,


Lorraine Holley
Deputy ACCO

SPECIAL NOTICE TO BIDDERS

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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

(NO FURTHER TEXT ON THIS PAGE)

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

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

A. BID BOOKLET

BID INFORMATION

(NO TEXT ON THIS PAGE)

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 Questionnaire (Page A-44, 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.

(NO TEXT ON THIS PAGE)

BID INFORMATION (ATTACHMENT 1)

**PROJECT ID HWQ1182B
PIN: 8502017HW0029C**

Description and Location of Work:

**BROAD CHANNEL STREETS AND BULKHEADS RECONSTRUCTION – PHASE-2
INCLUDING WATER MAIN, STORM SEWER, SANITARY SEWER,
PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK
TOGETHER WITH ALL WORK INCIDENTAL THERETO
BOROUGH OF QUEENS
CITY OF NEW YORK**

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

Submission of Bids to: 30-30 Thomson Avenue
First Floor Bid Procurement Room
Long Island City, New York 11101
Before 11:00 A.M. on August 22, 2019

Bid Opening: 30-30 Thomson Avenue
First Floor Bid Procurement Room
Long Island City, New York 11101
Time and Date: 11:00 A.M. on August 22, 2019

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

Bid Security: Bid Security is required in the amount set forth below; provided, however, bid security is not required if the TOTAL BID PRICE set forth on the Bid Form is less than \$ 1,000,000.00.
(1) Bond in an amount not less than 10% of the TOTAL BID PRICE set forth on the Bid Form, OR
(2) Certified Check in an amount not less than 2% of the TOTAL BID PRICE set forth on the Bid Form.

Performance and Payment Security: Required for contracts in the amount of \$1,000,000 or more. Performance Security and Payment Security shall each be in an amount equal to 50% 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.

(NO TEXT ON THIS PAGE)

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: OTHER: Refer to BID BOOKLET 3 OF 3, therein I – PAGES, SECTION 6.18, subsection 6.18.04 at page I – 5, and SW – PAGES, SECTION 7.55 SS, subsection 7.55SS.4. at page SW – 12.**

(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-23. 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-23.

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 zhangji@ddc.nyc.gov or via facsimile at (718) 391-1886. Bidders, proposers, or contractors, as applicable, who have submitted requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

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

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

11. **Modification of M/WBE Utilization Plan.** (a) A Contractor may request a modification of its **M/WBE** Utilization Plan after award of this Contract. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance**

with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its M/WBE Utilization Plan as part of its bid submission. The Agency may grant a request for Modification of a Contractor's M/WBE Utilization Plan if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the **Participation Goals**. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

- (i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
- (ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
- (iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
- (iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the M/WBE Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;
- (v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
- (vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
- (vii) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;
- (viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

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

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

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

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

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

PART B: MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of an **M/WBE** Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See §6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the **M/WBE** Utilization Plan.
2. Pursuant to DSBS rules, construction contracts that include a requirement for an **M/WBE** Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.
3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and/or WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and/or WBEs in contracts.
4. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c)(30).
5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE Program requirements set forth herein and the pertinent provisions of Section 6-129, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE Program requirements of this Contract and pertinent provisions of Section 6-129, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of MBEs and/or WBEs to meet the required **Participation Goals**.

ARTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.
2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any **M/WBE** Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering the Contractor an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.
3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to, any **M/WBE** Utilization Plan, Agency may determine that one of the following actions should be taken:
 - (a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
 - (b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
 - (c) making a finding that the Contractor is in default of the Contract;
 - (d) terminating the Contract;
 - (e) declaring the Contractor to be in breach of Contract;
 - (f) withholding payment or reimbursement;
 - (g) determining not to renew the Contract;
 - (h) assessing actual and consequential damages;
 - (i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals

through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;

- (j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or
- (k) taking any other appropriate remedy.

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

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

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

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

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: HWQ1182B

BROAD CHANNEL STREETS AND BULKHEADS RECONSTRUCTION – PHASE-2

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

Name of Bidder: JRCRUZ Corp.

Date of Bid Opening: 8/22/19

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

Place of Business of Bidder: 675 Line Road, Aberdeen, NJ 07747

Bidder's Telephone Number: 732-290-0700 Fax Number: 732-290-8960

Bidder's E-Mail Address: engineering@jrcruz.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 Jersey

Name and Home Address of President: Evaristo Cruz, Jr., PE
74 Hickory Lane, Lincroft, NJ 07738

Name and Home Address of Secretary: Matthew J. Cruz
74 Hickory Lane, Lincroft, NJ 07738

Name and Home Address of Treasurer: same as President

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. HWQ1182B

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)**

~~54,805,859.96~~
\$ ~~53,767,720.76~~
~~E.C.J.~~
\$55,939,859.96
E.C.J.

BB
9/13

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: JR CRUZ Corp.

By: 
Evaristo Cruz, Jr., PE (Signature of Partner or corporate officer)
President

Attest: Matthew J. Cruz
(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~~ ^{Jersey} COUNTY OF Monmouth ss:
Evaristo Cruz, Jr., PE 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 74 Hickory Lane, Lincroft, NJ 07738
I have knowledge of the several matters therein stated, and they are in all respects true.



(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this
22nd day of August, 2019



Notary Public

Cynthia Anne Strodel
Notary Public
State of New Jersey
Commission # 2303118
My commission expires 07-21-23

AFFIRMATION

PROJECT ID. HWQ1182B

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: JRCRUZ Corp.
Address: 675 Line Road
City Aberdeen State NJ Zip Code 07747

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

22-3373796

By: _____

Signature
Evaristo Cruz, Jr., PE

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 BONDS
BID BOND 1
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, JRCruz Corp.

hereinafter referred to as the "Principal", and Liberty Mutual Insurance Company

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 Bid Amount

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

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

Project ID: HWQ1182B Pin: 8502017HW0029C, Broad Channel Streets and Bulkheads Reconstruction

Phase 2, Queens

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 the Principal the Surety hereunder agrees subject only to the payment by the Principal of the premium therefore, if requested by the City, to write the aforementioned performance and payment bonds in the form set forth in the Contract Documents.

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the 30th day of August, 2019

(Seal)

JRCruz Corp.

(L.S.)

Principal

By:

Evaristo Cruz, Jr., PE, President

(Seal)

Liberty Mutual Insurance Company

Surety

By:

Lisa Nosal, Atty-In-Fact

BID BOND 3

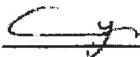
ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New Jersey County of Monmouth ss:
On this 30th day of August, 2019, before me personally came
Evaristo Cruz, Jr., PE to me known, who, being by me duly sworn, did
depose and say that he/she/they resides at
74 Hickory Lane, Lincroft, NJ 07738
that he/she/they is the President of
JRCRUZ Corp.

the corporation described in and which executed the foregoing instrument; that he/she/they 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/she/they signed his name
thereto by like order.

Cynthia Anne Strodel
Notary Public

State of New Jersey
Commission # 2303118



My commission expires 07-21-23

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

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

Notary Public

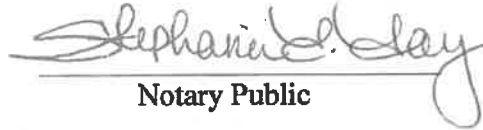
AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES

ACKNOWLEDGEMENT OF SURETY

State of New Jersey]
]-ss
County of Passaic]

On August 30, 2019, before me personally came Lisa Nosal to me known, who, being by me duly sworn, did depose and say that she is an attorney-in-fact of Liberty Mutual Insurance Company the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, and that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My Commission expires:


Notary Public

STEPHANIE F FOY
Notary Public, State of New Jersey
My Commission Expires
October 2, 2021



Liberty Mutual.
SURETY

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

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

Certificate No: 8200339-973841

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lisa Nosal; Pamela J. Boyle; Robert E. Culnen; Joseph W. Mallory; Louis A. Vlahakes

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of January, 2019.



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

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

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of January, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

- ARTICLE IV - OFFICERS: Section 12. Power of Attorney.**
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.
- ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.**
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of August, 2019.



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



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2018

Assets	Liabilities
Cash and Bank Deposits	\$464,341,712
*Bonds — U.S Government	2,259,714,810
*Other Bonds	11,864,776,740
*Stocks	16,527,715,226
Real Estate	255,809,551
Agents' Balances or Uncollected Premiums	5,817,927,234
Accrued Interest and Rents	108,139,840
Other Admitted Assets	11,532,139,744
Total Admitted Assets	<u>\$48,830,564,857</u>
	Unearned Premiums
	\$7,851,429,449
	Reserve for Claims and Claims Expense
	20,165,209,300
	Funds Held Under Reinsurance Treaties
	384,795,327
	Reserve for Dividends to Policyholders
	1,111,529
	Additional Statutory Reserve
	62,866,000
	Reserve for Commissions, Taxes and
	Other Liabilities
	3,999,822,802
	Total
	<u>\$32,465,234,407</u>
	Special Surplus Funds
	\$43,108,583
	Capital Stock
	10,000,000
	Paid in Surplus
	10,044,912,727
	Unassigned Surplus
	6,267,309,139
	Surplus to Policyholders
	16,365,330,449
	Total Liabilities and Surplus
	<u>\$48,830,564,856</u>



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

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2018, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 22nd day of March, 2019.

T. Mikolajewski

Assistant Secretary

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: JRCRUZ Corp.

Name of Project: SEQ200508

Location of Project: Bay 32nd Street - Queens

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

Name: Norbu Tsering

Title: EIC Phone Number: 718-391-2555

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

Sanitary and storm sewers, appurtenances, BMP

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

Amount of Contract, Subcontract or Sub-subcontract: \$11,411,411

Start Date and Completion Date: completed May 2016

Name of Contractor: JRCRUZ Corp.

Name of Project: SE-734

Location of Project: Richard Avenue - Staten Island

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

Name: Hitendra Patel

Title: Deputy Director Phone Number: 718-391-3149

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

Sanitary and storm sewers, appurtenances, water main, BMP

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

Amount of Contract, Subcontract or Sub-subcontract: \$12,799,997

Start Date and Completion Date: completed May 2017

QUALIFICATION FORM

Name of Contractor: JRCRUZ Corp.

Name of Project: MIBBNC001

Location of Project: Kiswick Street - Staten Island

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

Name: David Peterson, PE

Title: EIC Phone Number: 718-391-2022

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

Storm sewers, appurtenances, BMP

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

Amount of Contract, Subcontract or Sub-subcontract: \$22,251,507

Start Date and Completion Date: completed February 2018

Name of Contractor: _____

Name of Project: _____

Location of Project: _____

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

Name: _____

Title: _____ Phone Number: _____

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

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

Amount of Contract, Subcontract or Sub-subcontract: _____

Start Date and Completion Date: _____

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: _____

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

Tax ID #: 22-3373796

APT E-PIN #: 85019B0062

SCHEDULE B – M/WBE Utilization Plan

Part I: M/WBE Participation Goals

Part I to be completed by contracting agency

Contract Overview

APT E- Pin #	85019B0062	FMS Project ID#:	HWQ1182B
Project Title/ Agency PIN #	BROAD CHANNEL STREET AND BULKHEADS RECONSTRUCTION – PHASE-2/ 8502017HW0029C		
Bld/Proposal Response Date	August 22, 2019		
Contracting Agency	Department of Design and Construction		
Agency Address	30-30 Thomson Ave.	City	Long Island City
		State	NY
		Zip Code	11101
Contact Person	Janelle Husain	Title	MWBE Liaison & Compliance Analyst
Telephone #	(718) 391-1322	Email	husainja@ddc.nyc.gov

Project Description *(attach additional pages if necessary)*

**BROAD CHANNEL STREETS AND BULKHEADS RECONSTRUCTION – PHASE-2
WEST 14 TO WEST 17 ROAD FROM CROSS BAY BOULEVARD TO BULKHEADS**

**INCLUDING WATER MAIN, STORM SEWER, SANITARY SEWER,
PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK**

TOGETHER WITH ALL WORK INCIDENTAL THERETO

**BOROUGH OF QUEENS
CITY OF NEW YORK**

M/WBE Participation Goals for Services

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

Prime Contract Industry: Construction

Group	Percentage
Unspecified	25%
or	
Black American	UNSPECIFIED*
Hispanic American	UNSPECIFIED*
Asian American	UNSPECIFIED*
Women	UNSPECIFIED*
Total Participation	25 % Line 1

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

(NO TEXT ON THIS PAGE)

Tax ID #:

APT E-PIN #: 85019B0062

SCHEDULE B - Part II: M/WBE Participation Plan

Part II to be completed by the bidder/proposer.

Please note: For Non-M/WBE Prime Contractors who will NOT subcontract any services and will self-perform the entire contract, you must obtain a FULL waiver by completing the Waiver Application on pages 5 and 6 and timely submitting it to the contracting agency pursuant to the Notice to Prospective Contractors. Once a FULL WAIVER is granted, it must be included with your bid or proposal and you do not have to complete or submit this form with your bid or proposal.

Section I: Prime Contractor Contact Information			
Tax ID #	22-3373796	FMS Vendor ID #	0001733898
Business Name	JRCRUZ Corp.	Contact Person	Evaristo Cruz, Jr., PE
Address	675 Line Road, Aberdeen, NJ 07747		
Telephone #	732-290-0700	Email	engineering@jrcruz.com

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

PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS				
<input checked="" type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals. Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	Total Bid/Proposal Value	Agency Total Participation Goals (Line 1, Page 1)		Calculated M/WBE Participation Amount
	\$54,805,859.96 \$55,939,859.96 (E.C.J.)	25%	=	13,701,461.99 \$13,984,964.99 (E.C.J.)
	\$	X	=	\$ Line 2

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

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

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

MBE WBE

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

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

Section IV: General Contract Information

What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status? % 25

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

✓ Scopes of Subcontract Work	1. Fencing - WBE - Entire Project - \$417,038 ⁰⁰
	2. Electrical Wiring - MBE - Entire Project \$250,000 ⁰⁰
	3. Surveying and Monitoring MBE - Entire Project \$1,200,000 ⁰⁰
	4. Landscaping - WBE - Entire Project - \$400,000 ⁰⁰
	5. Contaminated Material Testing, Handling and Exposure - Entire Project
	6. \$4,500,000 ⁰⁰
	7. Trucking and Disposal - MBE - Entire Project - \$6,981,437
	8. \$7,217,926.99
	9.
	10. (E.L.S.)
	11.
	12.
	13.
	14.
	15.
	16.
	17.

Section V: Vendor Certification and Required Affirmations

I hereby:

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

Signature		Date	<u>8/22/19</u>
Print Name	<u>Evaristo Cruz, Jr., PE</u>	Title	<u>President</u>

Tax ID #: _____ APT E-PIN #: _____
SCHEDULE B – PART III REQUEST FOR WAIVER OF MWBE PARTICIPATION REQUIREMENT

Contract Overview			
Tax ID #	_____	FMS Vendor ID #	_____
Business Name	_____		
Contact Name	_____	Telephone #	_____
Type of Procurement	<input type="checkbox"/> Competitive Sealed Bids <input type="checkbox"/> Other	Bid/Response Due Date	_____
APT E-PIN # (for this procurement):	_____		Contracting Agency: _____

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

_____ % Agency M/WBE Participation Goal

Proposed M/WBE Participation Goal as anticipated by vendor seeking waiver

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

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

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

References

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

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

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

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

Tax ID #: _____

APT E-PIN #: _____

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

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

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

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

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

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

Signature: _____ Date: _____

Print Name: _____ Title: _____

Shaded area below is for agency completion only

AGENCY CHIEF CONTRACTING OFFICER APPROVAL

Signature: _____ Date: _____

CITY CHIEF PROCUREMENT OFFICER APPROVAL

Signature: _____ Date: _____

Waiver Determination

Full Waiver Approved:

Waiver Denied:

Partial Waiver Approved:

Revised Participation Goal: _____ %

APPRENTICESHIP PROGRAM REQUIREMENTS

Bidders are advised that the Apprenticeship Program Requirements set forth below apply to each contract for which a "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.

APPRENTICESHIP PROGRAM QUESTIONNAIRE ("APQ")

Bidder Name: JRCRUZ Corp.

Project ID Number: HWQ1128B

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.

We are members of the General Contractors Association of New York (GCA)

Please refer to the attached letter.

Bidder: JRCBIZ Corp.

By: 
(Signature of Partner or Corporate Officer)
Evaristo Cruz, Jr., PE

Title: President

Date: 8/22/19

JRCRUZ Corp.

Completed Projects

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PROJECT NAME, LOCATION DESCRIPTION	CONTRACT TYPE/ DETAILS	CONTRACT AMOUNT	DATE COMPLETED	OWNER REFERENCE/ TELEPHONE #	ENGINEER REFERENCE/ TELEPHONE #
HWKP2009 CONSTRUCTION OF BULKHEAD AT EAST 66th STREET BROOKLYN, NY	HIGHWAY/ SEA WALL 6200lf PZ27 Steel Sheet Pile Sea Wall 6200lf Pile Cap 6200lf Concrete Curbs/ Sidewalks 2000sy Asphalt Roadway	\$838,838.00	JUNE 2002/ DEC. 2002	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3rd FL LONG ISLAND CITY, N.Y. 11101	SAME AS OWNER MAX ACHILLE 718-391-1830
SE-759760762(BMP) CONST. OF STORM & SANITARY SEWERS, WATER MAINS, CURBS, SIDEWALKS AND ROAD RESTORATION IN ARBUTUS AVE., S.I. N.Y.	37000lf Sewer Installation (48"-10" dia) 11055lf Water Main Installation 1300lf Microtunneling 8 ea Chamber Construction 7.5 ac BMP Construction 44000sy Asphalt Roadway	\$19,881,988.00	JULY 2001/ JULY 2003	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3rd FL LONG ISLAND CITY, N.Y. 11101	SAME AS OWNER THOMAS FOLEY P.E. 212-442-1900
SER002248 CONST. OF STORM & SANITARY SEWERS, WATER MAINS, CURBS, SIDEWALKS AND ROAD RESTORATION IN NETHERLAND AVE., S.I. N.Y.	2952lf Sewer Installation (6.5"x3' Cutv-10" dia) 1800lf Water Main Installation (20"-8" dia) 2 ea Chamber Construction 1300sy Asphalt Roadway	\$1,868,168.00	OCTOBER 2002/ JULY 2003	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3rd FL LONG ISLAND CITY, N.Y. 11101	SAME AS OWNER WALKMAN WONG P.E. 718-391-2485
SER002166 CONST. OF STORM & SANITARY SEWERS AND INSTALLATION OF WATER MAINS IN BLOOMINGDALE ROAD SI, NY	8800lf Sewer Installation (30"-10" dia) 4000lf Water Main Installation (20"-8" dia) 14000sy Asphalt Roadway	\$4,345,543.00	OCTOBER 2004	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3rd FL LONG ISLAND CITY, N.Y. 11101	SAME AS OWNER THOMAS FOLEY, P.E. 212-442-1900
SER200170 CONST. OF COMBINED SEWERS IN HYLAN BLVD. STATEN ISLAND, NY	SEWERS WATER MAINS CURBS AND SIDEWALKS	\$1,688,666.00	November 2004	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3rd FL LONG ISLAND CITY, N.Y. 11101	SAME AS OWNER BOB YUEH 718-391-1937

JRCRUZ Corp.
Completed Projects

PROJECT NAME, LOCATION DESCRIPTION	CONTRACT TYPE	CONTRACT AMOUNT	DATE COMPLETED	OWNER REFERENCE/ TELEPHONE #	ENGINEER REFERENCE/ TELEPHONE #
SER002204 CONST. OF SANITARY SEWERS IN WAGNER STREET	INSTALL SANITARY SEWERS CURBS AND SIDEWALKS	\$1,168,168.00	May 2005	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3rd FL LONG ISLAND CITY, N.Y. 11101	SAME AS OWNER WALKMAN WONG, P.E. 718-391-2485
SER002266 CONST. OF SANITARY SEWERS IN WESTWOOD AVENUE STATEN ISLAND, NY	INSTALL SANITARY SEWERS CURBS AND SIDEWALKS	\$3,475,374.00	June 2005	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3rd FL LONG ISLAND CITY, N.Y. 11101	SAME AS OWNER CHRIS IGWEATU (718) 391-1907
SER20088 CONST. OF STORM & SANITARY SEWERS, BMPs, CURBS, SIDEWALKS AND ROAD RESTORATION IN EDGE GROVE AVE., S.I. N.Y.	SEWER/ BMP	\$5,828,901.00	July 2005	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3rd FL LONG ISLAND CITY, N.Y. 11101	SAME AS OWNER THOMAS FOLEY P.E. 212-442-1900
CONTRACT NO. HWRP2004 RECONSTRUCTION OF BAY STREET STATEN ISLAND, NY	INSTALL SANITARY & STORM SEWERS, WATER MAINS , CURBS SIDEWALKS, ETC.	\$1,671,624.00	March 2006	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	SAME AS OWNER ADAM ALWEISS 718-391-1357
CONTRACT NO. SER200787 CONSTRUCTION OF STORM & SANITARY SEWERS AND INSTALLATION OF WATER MAINS IN FLINT STREET, STATEN ISLAND, NY	INSTALL SANITARY & STORM SEWERS, WATER MAINS , CURBS SIDEWALKS, ETC.	\$1,838,838.00	May 2006	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	SAME AS OWNER ADAM ALWEISS 719-391-1357
SET74 CONST. OF SANITARY SEWERS WATER MAINS AND MICROTUNNELING IN FORT HAMILTON PARKWAY BROOKLYN, NY	INSTALL SANITARY SEWERS WATER MAINS MICROTUNNELING	\$6,876,542.00	November 2006	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3rd FL LONG ISLAND CITY, N.Y. 11101	SAME AS OWNER ROBERT YUEH 718-391-1937

JRCRUZ Corp.

Completed Projects

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PROJECT NAME, LOCATION DESCRIPTION	CONTRACT TYPE	CONTRACT AMOUNT	DATE COMPLETED	OWNER REFERENCE/ TELEPHONE #	ENGINEER REFERENCE/ TELEPHONE #
CONTRACT NO. HWC988E SAFETY IMPROVEMENTS TO AMBOY ROAD STATEN ISLAND, NY	INSTALL SANITARY & STORM SEWERS, WATER MAINS , CURBS SIDEWALKS, ETC.	\$2,607,769.00	November 2006	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	SAME AS OWNER SANJAY MODI 212-442-1887
CONTRACT NO. KERRIGAN AVENUE SEWER REPLACEMENT KERRIGAN AVENUE, JERSEY CITY, NJ	SEWER REPLACEMENT DRILLING AND BLASTING CURBS, SIDEWALKS	\$3,288,168.00	December 2006	NORTH HUDSON SEWERAGE AUTHORITY 1600 ADAMS STREET HOBOKEN, NJ 07030	CH2MHILL DAVE MISSIG, P.E. (973) 316-0159
CONTRACT NO. SER002216 CONSTRUCTION OF STORM & SANITARY SEWERS AND INSTALLATION OF WATER MAINS IN RIDGECREST AVE., STATEN ISLAND, NY	INSTALL SANITARY & STORM SEWERS, WATER MAINS , CURBS SIDEWALKS, ETC.	\$3,960,581.20	December 2006	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	SAME AS OWNER SAM RIAD, P.E. 718-391-2146
CONTRACT NO. SEQ200453 CONSTRUCTION OF STORM AND SANITARY SEWERS IN THURSBY AVE. BOROUGH OF QUEENS, NY	INSTALL SANITARY & STORM SEWERS, WATER MAINS , CURBS SIDEWALKS, ETC.	\$7,785,948.00	July 2007	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	SAME AS OWNER ERICK SATTTLER, P.E. 718-391-1966
CONTRACT NO. SE-208C CONSTRUCTION OF STORM & SANITARY SEWERS AND INSTALLATION OF WATER MAINS IN HAROLD ST., STATEN ISLAND, NY	INSTALL SANITARY & STORM SEWERS, WATER MAINS , CURBS SIDEWALKS, ETC.	\$14,750,000.00	June 2007	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	SAME AS OWNER SHAKEEL AHMED, P.E. 718-391-1110
SEQ200509 CONSTRUCTION OF STORM SEWERS AND WATER MAINS IN ROCKAWAY BEACH BLVD. QUEENS, NY	INSTALL SANITARY & STORM SEWERS, WATER MAINS , CURBS SIDEWALKS, ETC.	\$1,388,888.00	July 2007	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	SAME AS OWNER ERICK SATTTLER, P.E. 718-391-1966

JR CRUZ Corp.

Completed Projects

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PROJECT NAME, LOCATION DESCRIPTION	CONTRACT TYPE/ DETAILS	CONTRACT AMOUNT	DATE COMPLETED	OWNER REFERENCE/ TELEPHONE #	ENGINEER REFERENCE/ TELEPHONE #
SE-777-R CONSTRUCTION OF STORM AND SANITARY SEWERS WATER MAINS AND BMP WORK NORTH RAILROAD STREET STATEN ISLAND, NY	INSTALL SANITARY & STORM SEWERS, WATER MAINS , CURBS SIDEWALKS AND BMP WORK	\$34,720,000.00	August 2010	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3RD FL. LONG ISLAND CITY, NY 11101	SAME AS OWNER SHAKEEL AHMED, P.E. 718-391-1110
SER002167 CONSTRUCTION OF SANITARY AND STORM SEWERS AND THE INSTALLATION OF WATER MAINS IN RICHMOND TERRACE STATEN ISLAND, NY	CONSTRUCTION OF SANITARY AND STORM SEWERS AND WATER MAINS	\$5,231,290.00	February 2011	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3RD FLOOR LONG ISLAND CITY, NY 11101	SAME AS OWNER SHAKEEL AHMED, P.E. 718-391-1110
HWSEMERG EMERGENCY CURB & SIDEWALK REPAIRS VARIOUS LOCATIONS IN QUEENS, NEW YORK	CURB AND SIDEWALK REPAIRS	\$2,000,000.00	December 2010	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3RD FLOOR LONG ISLAND CITY, NY 11101	SAME AS OWNER ERICK SATTLER, P.E. 718-391-1966
CSO-IH-12 CONSTRUCTION OF INNER HARBOR IN LINE STORAGE FACILITIES BROOKLYN, NY	COMBINE SEWER OVERFLOW SOLIDS FLOATABLE STORAGE	\$12,954,128.00	March 2011	N.Y.C DEPT. OF ENVIRONMENTAL PROTECTION 59-17 JUNCTION BLVD., 17TH FLOOR FLUSHING, NY 11373	SAME AS OWNER WARREN GORDON 718-595-8229

JRCRUZ Corp. Completed Projects

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PROJECT NAME, LOCATION DESCRIPTION	CONTRACT TYPE/ DETAILS	CONTRACT AMOUNT	DATE COMPLETED	OWNER REFERENCE/ TELEPHONE #	ENGINEER REFERENCE/ TELEPHONE #
SE-801 CONSTRUCTION OF STORM AND SANITARY SEWERS IN ALBEE AVENUE STATEN ISLAND, NY	INSTALL SANITARY & STORM SEWERS, WATER MAINS , CURBS AND SIDEWALKS	\$16,383,383.00	August 2011	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE, 3RD FL. LONG ISLAND CITY, NY 11101	SAME AS OWNER SHAKEEL AHMED, P.E. 718-391-1110
CONTRACT NO. SEQ200523 CONSTRUCTION OF SANITARY AND STORM SEWERS AND APPURTENANCES IN NEW HAVEN AVENUE BOROUGH OF QUEENS	INSTALL SANITARY SEWERS AND WATER MAIN STREET LIGHTING AND TRAFFIC WORK	\$6,803,128.00	August 2013	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	SAME AS OWNER LAMBERT MONAH, P.E. 718-391-2469
BED-778 REPLACEMENT OF WATER MAINS IN ATLANTIC AVENUE BROOKLYN, NY	INSTALLATION OF TRUNK AND DISTRIBUTION OF WATER MAINS, INCLUDING LIGHTING AND TRAFFIC WORK	\$13,929,929.00	November 2013	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	SAME AS OWNER ROBERT YUEH, P.E. 718-391-1937
CONTRACT NO. SER200200 CONSTRUCTION OF SANITARY AND STORM SEWERS AND APPURTENANCES IN O'GORMAN AVE. BOROUGH OF STATEN ISLAND, NY	INSTALL SANITARY & STORM SEWERS AND WATER MAIN STREET LIGHTING AND TRAFFIC WORK	\$5,966,966.00	May 2014	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	SAME AS OWNER SHAKEEL AHMED, P.E. 718-391-1110

JRCRUZ Corp.

Completed Projects

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PROJECT NAME, LOCATION DESCRIPTION	CONTRACT TYPE/ DETAILS	CONTRACT AMOUNT	DATE COMPLETED	OWNER REFERENCE/ TELEPHONE #	OWNER REFERENCE TELEPHONE #
CONTRACT NO. NA-2013-47 NEWARK AVENUE SEWER IMPROVEMENTS JERSEY CITY, NJ	REMOVAL AND REPLACEMENT OF COMBINED SEWERS, TIDE GATE REGULATOR, MANHOLES. LATERALS AND PAVEMENT RESTORATION	\$5,948,420.00	March 2015	JERSEY CITY MUNICIPAL UTILITIES AUTHORITY 555 ROUTE #440 JERSEY CITY, NJ 07305	Kevin Carr 201-432-0845
CONTRACT NO. SEG200508 CONSTRUCTION OF SANITARY AND STORM SEWERS AND APPURTENANCES IN BAY 32ND STREET BOROUGH OF QUEENS	INSTALL SANITARY & STORM SEWERS AND WATER MAIN STREET LIGHTING AND TRAFFIC WORK	\$11,411,411.00	August 2015	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	SAME AS OWNER MEHRABAN AHOURLAE 718-391-1953
CONTRACT NO. SE-734 CONSTRUCTION OF SANITARY AND STORM SEWERS AND APPURTENANCES IN RICHARD AVE. BOROUGH OF STATEN ISLAND, NY	INSTALL SANITARY & STORM SEWERS AND WATER MAIN STREET LIGHTING AND TRAFFIC WORK	\$12,799,987.00	July 2017	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	SAME AS OWNER SAM RIAD 917-939-7339
CONTRACT NO. CS-JA-BBS BERGEN BASIN SEWER RECONSTRUCTION BOROUGH OF QUEENS, NY	600 LF OF MICROTUNNELING 1 JACKING SHAFT 2 RECEIVING SHAFTS RELOCATION OF WATER MAINS AND FINAL RESTORATION	\$20,256,908.00	January 2017	N.Y.C. DEPT. OF ENVIRONMENTLA PROTECTION 59-17 JUNCTION BOULEVARD FLUSHING, NY 11373	SAME AS OWNER NEIL O'CONNOR 718-848-2807

JRCRUZ Corp.
Completed Projects

PROJECT NAME, LOCATION DESCRIPTION	CONTRACT TYPE/DETAILS	CONTRACT AMOUNT	DATE COMPLETED	OWNER REFERENCE/ TELEPHONE #	OWNER REFERENCE TELEPHONE #
CONTRACT NO. HWCSCH3F SAFE RUTES TO SCHOOL PHASE III, 3 SCHOOLS BOROUGH OF STATEN ISLAND, NY	SAFE ROUTES TO SCHOOL PHASE III INCLUDING CURBS & SITEWALKS RECONSTRUCTION, PAVEMENT MARKINGS, SEWERS, WATERMAINS, STREET LIGHTING	\$2,136,042.48	June 2016	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	SAME AS OWNER Joseph Pliwowski 718-391-1296
HD153C EDGEEMERE URBAN RENEWAL AREA PHASE C1 BEACH 43RD STREET FAR ROCKAWAY, NY	CONSTRUCTION OF SANITARY AND STORM SEWERS AND WATER MAINS	\$24,350,628.00	May 2016	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	SAME AS OWNER Mehraban Ahourale 718-391-1953
CONTRACT NO. HD153C2 RECONSTRUCTION OF EDGEEMERE URBAN RENEWAL AREA. PASE C2 QUEENS, NY	INSTALL SANITARY SEWERS AND WATER MAIN STREET LIGHTING AND TRAFFIC WORK	\$37,786,798.00	May 2017	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	SAME AS OWNER Mehraban Ahourale 718-391-1953
CONTRACT NO. 19720006 NEW STAPLETON WATERFRONT PHASE II PROJECT	ROADWAY RECONSTRUCTION OPEN SPACE, UNDERGROUND UTILITIES, PATHWAY LANDSCAPING AND ELECTRICAL WORK	\$12,179,902.00	December, 2017	N.Y.C ECONOMIC DEVELOPMENT CORPORATION 110 WILLIAM STREET NEW YORK, NY 100038	Kristofer Segler 718-447-1121

JRCRUZ Corp.
Completed Projects

PROJECT NAME, LOCATION DESCRIPTION	CONTRACT TYPE/DETAILS	CONTRACT AMOUNT	DATE COMPLETED	OWNER REFERENCE/ TELEPHONE #	OWNER REFERENCE TELEPHONE #
CONTRACT NO. MIBBNC001 CONSTRUCTION OF COMBINED SEWERS AND APPURTENANCES IN KISWICK AVE., BOROUGH OF STATEN ISLAND, NY	CONSTRUCTION OF COMBINED SEWERS, INSTALLATION OF WATER MAINS, BMP WORK, FINAL RESTORATION WORK	\$22,228,507.00	February, 2018	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	David Peterson 347-723-1439
CONTRACT NO. SER002311 CONSTRUCTION OF SANITARY AND STORM SEWERS I IN BERTRAM AVENUE BOROUGH OF STATEN ISLAND, NY	CONSTRUCTION OF COMBINED SEWERS, INSTALLATION OF WATER MAINS, SIDEWALKS MICROTUNNEL PIPE FINAL RESTORATION WORK	\$18,321,123.00	January, 2018	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	Mohammad Sadiq, P.E. 718-391-1463
CONTRACT NO. 27360016 HUNTER'S POINT SOUTH PHASE 2 PROJECT QUEENS WEST, NY	INSTALLATION OF STORM AND SANITARY SEWERS, PRIVATE UTILITY WORK, NEW PAVEMENT, SIDEWALKS, CURBS, LANDSCAPING, STREET LIGHTS, ETC.	\$23,589,935.30	January, 2018	NYS EDC (Owner) LIRO PROGRAM AND CONSTRUCTION MANAGEMENT, PE, P.C. (Prime) 3 AERIAL WAY, SYOSSET, NY 11791	James Eckhoff 518-938-5476
CONTRACT NO. HWQ213C RECONSTRUCTION OF MAIN STREET WITH WIDENED SIDEWALKS IN DOWNTOWN FLUSHING BOROUGH OF QUEENS, NY	CONSTRUCTION OF COMBINED SEWERS, INSTALLATION OF WATER MAINS, SIDEWALKS AND FINAL RESTORATION WORK	\$7,800,915.00	January, 2018	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	Mohammad Sadiq, P.E. 718-391-1463

JRCRUZ Corp.
Completed Projects

PROJECT NAME, LOCATION DESCRIPTION	CONTRACT TYPE/DETAILS	CONTRACT AMOUNT	DATE COMPLETED	OWNER REFERENCE/ TELEPHONE #	OWNER REFERENCE TELEPHONE #
CONTRACT NO. W912DS17C0007 GOETHALS BRIDGE REPLACEMENT MITIGATION OLD PLACE CREEK STATEN ISLAND, NY	GOETHALS BRIDGE REPLACEMENT PROJECT WETLANDS MITIGATION	\$10,221,014.00	JANUARY, 2019	DEPARTMENT OF THE ARMY U.S. ARMY CORPS OF ENGINEERS NEW YORK DISTRICT JACOB K. JAVITS FEDERAL BUILDING 26 FEDERAL PLAZA NEW YORK, NY 10278-0090	Alex Heinzl 917-790-8087

Contracts Currently Under Construction

PROJECT NAME, LOCATION DESCRIPTION	CONTRACT TYPE	CONTRACT AMOUNT	PERCENT COMPLETE	SCHEDULED COMPLETION DATE	OWNER REFERENCE/ TELEPHONE #	ENGINEER REFERENCE/ TELEPHONE #
CONTRACT NO. SE788 CONSTRUCTION OF COMBINED SEWERS AND APPURTENANCES IN ARMSTRONG AVE., BOROUGH OF STATEN ISLAND, NY	CONSTRUCTION OF COMBINED SEWERS, INSTALLATION OF WATER MAINS, BMP WORK, FINAL RESTORATION WORK	\$38,363,359.00	70%	October, 2018	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	Mayur Patel, P.E. 718-966-2540
CONTRACT NO. 196456 HARDSCAPE AND GUTTER RECONSTRUCTION COLLEGE OF STATEN ISLAND	GUTTER RECONSTRUCTION, ARCHITECTURAL CAST IN PLACE CONCRETE, AND PRECAST CONCRETE, CLAY ROOF TILES ROOF SPECIALTIES, CONCRETE PAVEMENT LANDSCAPE, UTILITY DRAINAGE AND PIPING	\$6,200,000.00	95%	April, 2018	DASHY 515 BROADWAY ALBANY, NY 12207	Jack Kemp 518-257-3000
CONTRACT NO. 0146 MIDLAND PERMANENT WATER INTAKE SYSTEM BOROUGH OF MIDLAND	CONSTRUCTION OF WATER INTAKE SYSTEM PUMP STATION CONTROL BUILDING WITH HVAC, PLUMBING, ELECTRICAL, PERMANENT 24" CONNECTION AT EXISTING WATER MAIN TREATMENT PLANT VIA MICROTUNNEL	\$5,088,540.00	85%	July, 2018	MUNICIPAL AAUTHORITY OF THE BOROUGH OF MIDLAND 946 RAILROAD AVENUE MIDLAND, PA 15059	Daniel A. Seil, P.E. 724-847-1996
CONTRACT NO. SEQ200492 CONSTRUCTION OF COMBINED SEWERS AND APPURTENANCES IN 41st AVENUE BOROUGH OF QUEENS, NY	CONSTRUCTION OF COMBINED SEWERS, INSTALLATION OF WATER MAINS, AND FINAL RESTORATION WORK	\$6,593,834.21	99%	June, 2019	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	Lambert Monah 718-391-2489
CONTRACT NO. W912DS17C0007 GOETHALS BRIDGE REPLACEMENT MITIGATION OLD PLACE CREEK STATEN ISLAND, NY	GOETHALS BRIDGE REPLACEMENT PROJECT WETLANDS MITIGATION	\$10,221,014.00	99%	January, 2020	DEPARTMENT OF THE ARMY U.S. ARMY CORPS OF ENGINEERS NEW YORK DISTRICT JACOB K. JAVITS FEDERAL BUILDING 28 FEDERAL PLAZA NEW YORK, NY 10276-0090	Alex Helmezel 917-790-8087

JRCRUZ Corp.
Contracts Currently Under Construction

PROJECT NAME, LOCATION DESCRIPTION	CONTRACT TYPE	CONTRACT AMOUNT	PERCENT COMPLETE	SCHEDULED COMPLETION DATE	OWNER REFERENCE/ TELEPHONE #	ENGINEER REFERENCE TELEPHONE
CONTRACT NO. HWPR17R REHABILITATION OF PEDESTRIAN RAMPS STATEN ISLAND, NY	REHABILITATION OF PEDESTRIAN RAMPS IN DESIGNATED AREAS	\$5,696,625.00	85%	March, 2019	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	SAMEH RIAD 917-838-7339
CONTRACT NO. HWP1BRSC INSTALLATION OF SIMPLE AND COMPLEX PEDESTRIAN RAMPS STATEN ISLAND	INSTALLATION OF SIMPLE AND COMPLEX PEDESTRIAN RAMPS INCLUDING CURB & SIDEWALK RECONSTRUCTION, STREET LIGHTING, AND TRAFFIC SIGNAL WORK	\$2,205,681.00	75%	March, 2019	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	FRANCO MESITI 718-381-1044
CONTRACT NO. MED642 INSTALLATION OF WATER MAINS & APPURTENANCES FOR NEW BLDG CONSTRUCTION MANHATTAN, NY	INSTALLATION OF WATER MAINS & APPURTENANCES FOR NEW BLDG CONSTRUCTION & FOR IMPROVEMENTS TO THE CITY'S MAIN DISTRIBUTION SYSTEM & FIRE PROTECTION IN VARIOUS LOCATIONS	\$3,985,595.00	90%	October, 2018	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	Hardik Shah 212-664-8603
CONTRACT NO. HWS16CWZ INSTALLATION OF SIDEWALKS, ADJACENT CURBS & PEDESTRIAN RAMPS BRONX, MANHATTAN & STATEN ISLAND	INSTALLATION OF SIDEWALKS, ADJACENT CURBS & PEDESTRIAN RAMPS IN VARIOUS LOCATIONS	\$4,110,995.00	50%	April, 2019	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	SAMEH RIAD 917-838-7339
CONTRACT NO. R132-113MA RECONSTRUCTION OF PATHS, SITE FURNISHINGS & LANDSCAPE AT CRESCENT BEACH PARK STATEN ISLAND, NY	RECONSTRUCTION OF PATHS, SITE FURNISHINGS & LANDSCAPE AT CRESCENT BEACH PARK	\$1,850,000.00	15%	March, 2019	CITY OF NEW YORK PARKS & RECREATION OLMSTEAD CENTER FM-CP FLUSHING, NY 11368	Francisco Colomer 347-647-0906

JRCRUZ Corp.
Contracts Currently Under Construction

PROJECT NAME, LOCATION DESCRIPTION	CONTRACT TYPE	CONTRACT AMOUNT	PERCENT COMPLETE	SCHEDULED COMPLETION DATE	OWNER REFERENCE/ TELEPHONE #	ENGINEER REFERENCE TELEPHONE
CONTRACT NO. SER2002445 DCOMBINED SEWERS IN ACACIA AVENUE BOROUGH OF STATEN ISLAND	CONSTRUCTION OF STORM AND SANITARY SEWERS AND WATER MAINS PAVEMENT RESTORATION CURBS AND SIDEWALKS	\$24,898,884.54	30%	June, 2020	N.Y.C DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	Srinin Keeshava 917-393-7330
GCHP24-02 HUTCHINSON RIVER CSO TRIBUTARY ARE HP-024 AND HP-023 BRONX, NY	POROUS PAVEMENT RESTORATION	\$2,979,869.20	35%	Aug-19	NYC Dept. of Design & Construction 3030 Thomson Avenue LIC, NY 11101	Lambert Monah, P.E. 718-391-2469
HED-573 WALDO AVENUE STATEN ISLAND, NY	REPLACEMENT OF WATER MAINS, INCLUDING COMBINED SEWERS PAVEMENT RESTORATION CURBS AND SIDEWALKS	\$12,428,170.56	35%	Nov-19	NYC Dept. of Design & Construction 3030 Thomson Avenue LIC, NY 11101	Adam Alweiss 718-391-1357
SER200226 GLEN STREET STATEN ISLAND, NY	CONSTRUCTION OF STORM , SANITARY SEWERS, WTAER MAINS FINAL RESTORATION CURBS AND SIDEWALKS	\$27,893,426.42	13%	Mar-21	NYC Dept. of Design & Construction 3030 Thomson Avenue LIC, NY 11101	Adam Alweiss 718-391-1357
HWPLZ011K ZION PLAZA BROOKLYN, NY	RECONSTRUCTION OF ZION PLAZA, INCLUDING CURBS, SIDEWALKS STREET LIGHTING, TRAFFIC SIGNAL AND BIOSWALE WORK	\$3,854,458.00	50%	Aug-19	NYC Dept. of Design & Construction 3030 Thomson Avenue LIC, NY 11101	Robert Yueh, P.E. 718-391-1937

JRCRUZ Corp.
Contracts Currently Under Construction

PROJECT NAME, LOCATION DESCRIPTION	CONTRACT TYPE	CONTRACT AMOUNT	PERCENT COMPLETE	SCHEDULED COMPLETION DATE	OWNER REFERENCE/ TELEPHONE #	ENGINEER REFERENCE TELEPHONE
LT-234-194 LINCOLN TUNNEL BOROUGH OF MANHATTAN	FLOOD PROTECTION FOR VENTILATION, BUILDINGS AND EMERGENCY GENERATORS	\$2,278,990.00	15%	Sep-19	THE PORT AUTHORITY OF NY & NJ 4 WORLD TRADE CENTER 150 GREENWICH STREET, 21ST FLOOR NEW YORK, NY 10007	MR. MICHAEL MURRAY 201-595-4884
CT1 072 20181423958 VARIOUS LOCATIONS DEPARTMENT OF CORRECTION FACILITIES RIKERS ISLAND, NY	SERVICES TO MAINTAIN, RESTORE AND REHABILITATE ASPHALT PAVING IN VARIOUS LOCATIONS WITHIN THE FACILITIES	\$5,847,000.00	35%	Mar-21	NYC DEPARTMENT OF CORRECTION 75-20 ASTORIA BOULEVARD, SUITE 160 EAST ELMHURST, NY 11370	THOMAS BURKE 718-546-8676

PROJECT NAME, LOCATION DESCRIPTION	CONTRACT TYPE	CONTRACT AMOUNT	PERCENT COMPLETE	START DATE COMPLETION DATE	OWNER REFERENCE/ TELEPHONE #	ENGINEER REFERENCE/ TELEPHONE #
HWK614D BERGEN AVENUE STATEN ISLAND, NY	RECONSTRUCTION OF BERGEN AVENUE INCLUDING, COMBINED SEWERS, WATER MAINS, AND ROAD RESTORATION	\$53,250,114.94	0%	NOT KNOWN AT THIS TIME	NYC DEPT. OF DESIGN AND CONSTRUCTION 3030 THOMSON AVENUE LIC, NY 11101	NOT KNOWN AT THIS TIME
HWR669C ROMA AND HETT AVENUE STATEN ISLAND, NY	RECONSTRUCTION OF ROMA & HETT AVENUES INCLUDING, COMBINED SEWERS, WATER MAINS, AND ROAD RESTORATION	\$64,319,119.59	0%	NOT KNOWN AT THIS TIME	NYC DEPT. OF DESIGN AND CONSTRUCTION 3030 THOMSON AVENUE LIC, NY 11101	NOT KNOWN AT THIS TIME
SEK20068 9TH STREET BRIDGE BROOKLYN, NY	CONSTRUCTION OF STORM AND COMBINED SEWERS AND APPURTENANCES INCLUDING ROAD RESTORATION	\$22,802,911.25	0%	NOT KNOWN AT THIS TIME	NYC DEPT. OF DESIGN AND CONSTRUCTION 3030 THOMSON AVENUE LIC, NY 11101	NOT KNOWN AT THIS TIME
HWZCR19E MILLING EXISTING ASPHALT VARIOUS LOCATIONS STATEN ISLAND, NY	MILLING EXISTING ASPHALT CONCRETE WEARING COURSE IN PREPARATION OF RESOURFACING THEREON BY OTHERS AT DESIGNATED LOCATIONS	\$20,615,097.50	0%	NOT KNOWN AT THIS TIME	NYC DEPT. OF TRASPORTATION 55 WATER STREET NEW YORK, NY 10041	NOT KNOWN AT THIS TIME
RICHMOND UNIVERSITY MEDICAL CENTER 355 BARD AVENUE STATEN ISLAND, NY	CONSTRUCTION OF PARKING LOT	\$2,457,000.00	0%	NOT KNOWN AT THIS TIME	RICHMOND UNIVERSITY MEDICAL CENTER 355 BARD AVENUE STATEN ISLAND, NY	NOT KNOWN AT THIS TIME

JRCRUZ Corp.
Pending Contracts
Awarded Not Yet Started

PROJECT NAME, LOCATION DESCRIPTION	CONTRACT TYPE	CONTRACT AMOUNT	PERCENT COMPLETE	START DATE COMPLETION DATE	OWNER REFERENCE/ TELEPHONE #	ENGINEER REFERENCE/ TELEPHONE #
GCB28-01 CONSTRUCTION OF RIGHT OF WAY GREEN INFRASTRUCTURE IN THE BOWERY BAY CSO TRIBUTARY BROOKLYN AND QUEENS	CONSTRUCTION OF RIGHT OF WAY GREEN INFRASTRUCTURE IN THE BOWERY BAY CSO TRIBUTARY	\$5,942,887.08	0%	NOT KNOWN AT THIS TIME	NYC DEPT. OF DESIGN AND CONSTRUCTION 3030 THOMSON AVENUE LIC, NY 11101	NOT KNOWN AT THIS TIME
54970003 HARLEM STATION PARK AVENUE AND 125TH STREET	CONSTRUCTION OF STREETScape IMPROVEMENTS	\$4,751,690.86	0%	NOT KNOWN AT THIS TIME	N.Y.C ECONOMIC DEVELOPMENT CORPORATION 110 WILLIAM STREET NEW YORK, NY 10003	NOT KNOWN AT THIS TIME
MISCELLANEOUS MAINTENANCE SERVICES AT FRESH KILLS LANDFILL STATEN ISLAND, NY	MISCELLANEOUS MAINTENANCE SERVICES	\$4,325,130.00	0%	NOT KNOWN AT THIS TIME	NYC DEPT. OF SANITATION 44 BEAVER STREET ROOM 520 NEW YORK, NY	NOT KNOWN AT THIS TIME

SAFETY QUESTIONNAIRE

The Bidder must include, with its bid, all information requested on this Safety Questionnaire. Failure to provide a completed and signed Safety Questionnaire at the time of bid opening may result in disqualification of the bid as non-responsive. This Safety Questionnaire will be reviewed as per Section V of the Safety Requirements for Construction Contracts, found in Volume 2 of the Contract.

1. Bidder Information:

Company Name: JRCRUZ Corp.

DDC Project Number: HWQ1182B

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

Company has previously worked for DDC: YES NO

2. Type(s) of Construction Work:

Identify the types of work that the Bidder has performed in the last three years, and the types of work that are part of this Contract.

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

3. Experience Modification Rate:

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

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
<u>2016</u>	<u>.83</u>	<u>.83</u>
<u>2017</u>	<u>.79</u>	<u>.79</u>
<u>2018</u>	<u>.92</u>	<u>.92</u>

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.

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

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
<u>2016</u>	<u>217,294</u>	<u>1.84</u>
<u>2017</u>	<u>202,124</u>	<u>0.10</u>
<u>2018</u>	<u>208,226</u>	<u>1.92</u>

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

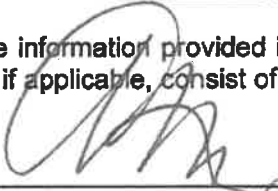
5. Safety Performance on Previous DDC Project(s)

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): _____, _____, _____

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: 07/01/19

By: 
(Signature of Bidder: Owner, Partner, Corporate Officer)
Evaristo Cruz, Jr., PE
President

Title: _____

(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

Evaristo Cruz, Jr., PE

PRINTED NAME

President

TITLE

Sworn to before me this
22nd day of Aug, 2019



Notary Public

Dated: 8/22/19

Cynthia Anne Strodel
Notary Public
State of New Jersey
Commission # 2303118
My commission expires 07-21-23

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 DOT Specifications for Trunk Main Work; <p style="text-align: center;">AND</p> NYC DOT Sewer Design Standards; <p style="text-align: center;">AND</p> NYC DOT Water Main Standard Drawings; <p style="text-align: center;">OR,</p> <i>if the item is not contained within the Standard Specifications,</i> then see the Amendments to the Standard Sewer and Water Main Specifications in the SW-Pages, located in Volume 3 of 3 herein.
GI-XXX PM-XXX ROW XXX	New Sections in the I-Pages, located in Volume 3 of 3 herein <p style="text-align: center;">AND</p> NYC DEP Standards for Green Infrastructure.
UTL-XXX	Gas Cost Sharing Standard Specifications in the EP7-Pages, located in Volume 3 of 3 herein.

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 <p style="text-align: center;">AND</p> NYC Division of Street Lighting Standard Drawings.
T-XXX	NYC DOT Specifications for Traffic Signals and Intelligent Transportation Systems <p style="text-align: center;">AND</p> NYC DOT Traffic Signal Standard Drawings.
JB XXX	Joint Bid Specifications in the JB-Pages, located in Volume 3 of 3 herein.
8.01 XXX	Specifications for Handling, Transportation and Disposal of Nonhazardous and Potentially Hazardous Contaminated Materials in the HAZ-Pages, located in Volume 3 of 3 herein.
67.XXX	Specifications for Abatement of Coal Tar Wrap Asbestos Containing Materials in the ASB-Pages, located in Volume 3 of 3 herein.
79.11XXX	Specifications for Abatement of Transit Authority Duct Insulation Asbestos Containing Materials in the ASB-Pages, located in Volume 3 of 3 herein.

(NO FURTHER TEXT ON THIS PAGE)



Department of
Design and
Construction

8/30/2019 11:53 AM

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

CONTRACT PIN: 8502017HW0029C
PROJECT ID: HWQ1182B
REBID: N/A

BID SCHEDULE

- NOTE:** (1) The Agency may reject a bid if it contains unbalanced bid prices. An unbalanced bid is considered to be one containing lump sum or unit items which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs, anticipated for the performance of the items in question.
- (2) The following bid prices on Unit Price Contracts are to be paid for the actual quantities of the item numbers in the completed work or structure, and they cover the cost of all work, labor, material, tools, plant and appliances of every description necessary to complete the entire work, as specified, and the removal of all debris, temporary work and appliances.
- (3) **PLEASE BE SURE A LEGIBLE BID IS ENTERED, IN INK, FOR EACH ITEM.**
Alterations must be 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 [REVISION # 1] Through B - 34 [REVISION # 1]

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.

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[REVISION # 1]



Department of
Design and
Construction

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

PROJECT ID: HWQ1182B
CONTRACT PIN: 8502017HW0029C

8/30/2019 11:53 AM

REBID: N/A

BID SCHEDULE FORM

COL 1 SEQ. NO.	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
				DOLLARS	CENTS	
001	4.01 RAH ASPHALT MACADAM PAVEMENT, 7" THICK	5,375.00	S.Y.	70	00	376,250 00
002	4.02 AG ASPHALTIC CONCRETE WEARING COURSE, 3" THICK	3,531.00	S.Y.	35	00	123,585 00
003	4.02 CB ASPHALTIC CONCRETE MIXTURE	15,042.00	TONS	70	00	1,052,940 00
004	4.04 HA CONCRETE BASE FOR PAVEMENT, 6" THICK (HIGH-EARLY STRENGTH)	83.00	C.Y.	300	00	24,900 00
005	4.06 CONCRETE IN STRUCTURES, CLASS A-40	92.00	C.Y.	2,350	00	2,162,000 00
006	4.09 AD STRAIGHT STEEL FACED CONCRETE CURB (18" DEEP)	324.00	L.F.	100	00	32,400 00
007	4.09 BD DEPRESSED STEEL FACED CONCRETE CURB (18" DEEP)	123.00	L.F.	110	00	13,530 00
008	4.09 CD CORNER STEEL FACED CONCRETE CURB (18" DEEP)	93.00	L.F.	200	00	18,600 00

F.C.J.



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BID SCHEDULE FORM

COL 1 SEQ. NO.	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	CTS
009	4.11 A LIGHTWEIGHT FILL, PLACE MEASUREMENT	28,165.00	C.Y.	100	2,816,500.00	00
010	4.11 CA FILL, PLACE MEASUREMENT	10,553.00	C.Y.	50	527,650.00	00
011	4.13 AAS 4" CONCRETE SIDEWALK (UNPIGMENTED)	23,824.00	S.F.	15	357,360.00	00
012	4.13 BAS 7" CONCRETE SIDEWALK (UNPIGMENTED)	11,985.00	S.F.	18	215,730.00	00
013	4.13 BBX 7" CONCRETE SIDEWALK WITH SPECIAL SCORING (PIGMENTED)	53,492.00	S.F.	20	1,069,840.00	00
014	4.13 BR 7" REINFORCED CONCRETE SIDEWALK (UNPIGMENTED)	3,432.00	S.F.	25	85,800.00	00
015	4.13 DE EMBEDDED PREFORMED DETECTABLE WARNING UNITS	1,821.00	S.F.	30	54,630.00	00
016	4.14 STEEL REINFORCEMENT BARS	18,163.00	LBS.	2	36,326.00	00



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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
017	4.15 TOPSOIL	101.00	C.Y.	70 00	7,070 00
018	4.16 AA TREES REMOVED (4" TO UNDER 12" CALIPER)	3.00	EACH	500 00	1,500 00
019	4.16 STUMP STUMP REMOVAL	1.00	UNITS	400 00	400 00
020	4.18 A MAINTENANCE TREE PRUNING (UNDER 12" CAL.)	13.00	EACH	160 00	2,080 00
021	4.18 B MAINTENANCE TREE PRUNING (12" TO UNDER 18" CAL.)	1.00	EACH	200 00	200 00
022	4.18 D MAINTENANCE TREE PRUNING (24" CAL. AND OVER)	2.00	EACH	350 00	700 00
023	4.20 SEEDING	1,183.00	S.Y.	5 00	5,915 00
024	4.21 TREE CONSULTANT	60.00	P/HR	60 00	3,600 00



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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) DOLLARS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	CTS
025	50.21M3E024D 24" R.C.P. CLASS III STORM SEWER, ENCASED IN CONCRETE	972.00	L.F.	1,000	972,000	00
026	50.21M3E038W 38"W X 24"H R.C.P. CLASS HE-III STORM SEWER, ENCASED IN CONCRETE	1,276.00	L.F.	1,050	1,339,800	00
027	50.21M3E045W 45"W X 29"H R.C.P. CLASS HE-III STORM SEWER, ENCASED IN CONCRETE	923.00	L.F.	1,250	1,153,750	00
028	50.31ME18 18" E.S.V.P. STORM SEWER, ENCASED IN CONCRETE	236.00	L.F.	1,000	236,000	00
029	50.31SC10 10" E.S.V.P. SANITARY SEWER, ON CONCRETE CRADLE	3,245.00	L.F.	1,050	3,407,250	00
030	51.11FGC FLAP GATE CHAMBER	4.00	EACH	750,000	3,000,000	00
031	51.21S0B1000V STANDARD MANHOLE TYPE B-1	25.00	EACH	500	12,500	00
032	51.21W001000V SPECIAL SHALLOW MANHOLE NO. 1	7.00	EACH	15,000	105,000	00



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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
033	51.21W002000V SPECIAL SHALLOW MANHOLE NO. 2	9.00	EACH	15,000 00	135,000 00
034	51.23RF REPLACEMENT OF EXISTING MANHOLE FRAME AND COVER	8.00	EACH	500 00	4,000 00
035	51.41P002 SPECIAL CATCH BASIN NO. 2	12.00	EACH	10,000 00	120,000 00
036	51.41S001 STANDARD CATCH BASIN, TYPE 1	8.00	EACH	10,000 00	80,000 00
037	51.61F001 OUTFALL NO. 1	1.00	EACH	2,250,000 00	2,250,000 00
038	51.61F002 OUTFALL NO. 2	1.00	EACH	2,750,000 00	2,750,000 00
039	51.61F003 OUTFALL NO. 3	1.00	EACH	2,750,000 00	2,750,000 00
040	51.61F004 OUTFALL NO. 4	1.00	EACH	2,750,000 00	2,750,000 00



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041	52.11D12 12" DUCTILE IRON PIPE BASIN CONNECTION	426.00	L.F.	225	95,850	00
042	52.31V06S10 6" E.S.V.P. SPUR FOR HOUSE CONNECTION ON 10" E.S.V.P. SANITARY SEWER	129.00	EACH	500	64,500	00
043	52.41D06R 6" D.I.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	3,286.00	L.F.	250	821,500	00
044	53.11DR TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS	7,744.00	L.F.	4	30,976	00
045	55.11AB ABANDONING BASINS AND INLETS	11.00	EACH	500	5,500	00
046	6.02 AAN UNCLASSIFIED EXCAVATION	22,711.00	C.Y.	100	2,271,100	00
047	6.09 CONCRETE HEADER (6" WIDE X 15" DEEP)	521.00	L.F.	50	26,050	00
048	6.09 C CONCRETE HEADER (6" WIDE X 24" DEEP)	11,921.00	L.F.	50	596,050	00

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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	
049	6.18 IFR IRON FENCES AND RAILINGS	733.00	L.F.	200		146,600.00
050	6.18 VFG-A VINYL FENCE, 3'-0" HIGH	645.00	L.F.	100		64,500.00
051	6.18 VFG-B VINYL FENCE, 6'-0" HIGH	1,290.00	L.F.	100		129,000.00
052	6.18 VFG-C VINYL GATE, 3'-0" HIGH FENCE	17.00	EACH	1,200		20,400.00
053	6.18VFG D VINYL GATE FOR 6'-0" HIGH FENCE	33.00	EACH	1,500		49,500.00
054	6.20 BROKEN STONE BALLAST Unit price bid shall not be less than: \$ 78.00	2,226.00	C.Y.	78		173,628.00
055	6.23 AF FURNISH AND INSTALL FIRE DEPARTMENT POLE TERMINAL (CHIPPY) BOX IN ACCORDANCE WITH FIRE DEPARTMENT STANDARD DRAWING #145AA	1.00	EACH	15,550		15,550.00



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056	6.23 BD FURNISH AND INSTALL 4-PAIR FIRE ALARM CABLE	88.00	L.F.	12	1,056	00
057	6.23 BES FURNISH AND INSTALL FIRE DEPARTMENT SLOTTED MANHOLE TYPE "A" WITH FRAME AND COVER IN ACCORDANCE WITH F.D. STD. DWG. #140, #144S & #144E	1.00	EACH	12,000	12,000	00
058	6.23 BGR FURNISH AND INSTALL 4" PVC CONDUIT TO 2" GALVANIZED STEEL REDUCER BUSHING AS SHOWN IN F.D. STD. DWG. #145AA	1.00	EACH	75	75	00
059	6.23 BGS FURNISH AND INSTALL 4" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITHOUT PAVEMENT EXCAVATION)	55.00	L.F.	20	1,100	00
060	6.23 BH FURNISH AND INSTALL 4" 90-DEGREE P.V.C. WIDE BEND, SCHEDULE 40, U.L. 651 (WITHOUT PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141 OR #145AA	1.00	EACH	410	410	00
061	6.23 RM REMOVE EXISTING F.D.N.Y. MANHOLE	1.00	EACH	2,708	2,708	00
062	6.23 XAPE FURNISH AND INSTALL 1/2" GALVANIZED STEEL CONDUIT POLE RISER IN ACCORDANCE WITH FIRE DEPARTMENT STANDARD DRAWING #145AA	1.00	EACH	1,000	1,000	00



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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
				DOLLARS	CTS	
063	6.23 XBPE FURNISH AND INSTALL 2" GALVANIZED STEEL CONDUIT POLE RISER IN ACCORDANCE WITH FIRE DEPARTMENT STANDARD DRAWING #145AA	1.00	EACH	1,500	00	1,500 00
064	6.25 RS TEMPORARY SIGNS	304.00	S.F.	2	00	608 00
065	6.26 TIMBER CURB	13,236.00	L.F.	5	00	66,180 00
066	6.28 AA LIGHTED TIMBER BARRICADES	3,093.00	L.F.	10	00	30,930 00
067	6.34 AB CHAIN LINK FENCE, 4'-0" HIGH	237.00	L.F.	100	00	23,700 00
068	6.34 BB CHAIN LINK FENCE GATE FOR 4'-0" HIGH FENCE	44.00	L.F.	920	00	40,480 00
069	6.36 DR STRUCTURAL REPAIR AND ADJUSTMENT OF UTILITY STRUCTURES	2.00	C.Y.	430	00	860 00
070	6.40 D ENGINEER'S FIELD OFFICE (TYPE D)	54.00	MONTH	12,500	00	675,000 00



Department of
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 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 CENTS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS CENTS
071	6.41 LINE AND GRADE SURVEYS	1.00	L.S.	150,000.00	150,000.00
072	6.42 A03 BEAM BARRIERS FOR DEAD-END STREETS, TYPE 3	4.00	EACH	15,000.00	60,000.00
073	6.43 D DIGITAL PHOTOGRAPHS	5,160.00	SETS	27.00	139,320.00
074	6.44 THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	19,133.00	L.F.	1.00	19,133.00
075	6.45 C INLAID PAVEMENT MARKING	6,906.00	L.F.	1.00	6,906.00
076	6.49 TEMPORARY PAVEMENT MARKINGS (4" WIDE)	9,570.00	L.F.	0.20	1,914.00
077	6.50 CLEANING OF DRAINAGE STRUCTURES	28.00	EACH	500.00	14,000.00
078	6.52 CG CROSSING GUARD Unit price bid shall not be less than: \$ 75.00	9,152.00	P/HR	75.00	686,400.00
				30.00 (E.C.)	274,500.00 (E.C.)

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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	CENTS	
079	6.53 REMOVE EXISTING LANE MARKINGS (4" WIDE)	8,527.00	L.F.	0	50	4,263 50
080	6.55 SAWCUTTING EXISTING PAVEMENT	23,895.00	L.F.	3	00	71,685 00
081	6.59 C CONCRETE BARRIER, HALF SECTION	127.00	L.F.	200	00	25,400 00
082	6.66 AA FURNISH BRICK PAVERS (4" X 8" X 2-1/4")	3,545.00	S.F.	15	00	53,175 00
083	6.66 AB INSTALL BRICK PAVERS (4" X 8" X 2-1/4")	3,545.00	S.F.	21	00	74,445 00
084	6.67 SUBBASE COURSE, SELECT GRANULAR MATERIAL	1,698.00	C.Y.	60	00	101,880 00
085	6.67 CO-A 3/4" CLEAN OPEN GRADED STONE	289.00	C.Y.	100	00	28,900 00
086	6.67 CO-B 1-1/2" CLEAN OPEN GRADED STONE	514.00	C.Y.	100	00	51,400 00



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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
087	6.67 CO-C 4-6" SLOPE PROTECTION STONE	168.00	C.Y.	150 00	25,200 00
088	6.67 CO-D 12-15" RIP - RAP STONE	391.00	C.Y.	200 00	78,200 00
089	6.68 PLASTIC FILTER FABRIC	23,525.00	S.Y.	5 00	117,625 00
090	6.82 A REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	68.00	S.F.	10 00	680 00
091	6.82 B REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	66.00	L.F.	20 00	1,320 00
092	6.83 AA FURNISHING NEW NON-REFLECTORIZED TRAFFIC SIGNS	14.00	S.F.	30 00	420 00
093	6.83 AB FURNISHING NEW TRAFFIC SIGN POSTS	344.00	L.F.	15 00	5,160 00
094	6.83 AR FURNISHING NEW REFLECTORIZED TRAFFIC SIGNS	105.00	S.F.	40 00	4,200 00



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				DOLLARS	CTS	DOLLARS	CTS
095	6.83 BA INSTALLING TRAFFIC SIGNS	119.00	S.F.	10	00	1,190	00
096	6.83 BB INSTALLING TRAFFIC SIGN POSTS	344.00	L.F.	15	00	5,160	00
097	6.86 AA FURNISHING NEW STREET NAME SIGNS	12.00	S.F.	30	00	360	00
098	6.86 AB FURNISHING NEW STREET NAME SIGN POSTS	62.00	L.F.	15	00	930	00
099	6.86 BA INSTALLING STREET NAME SIGNS	12.00	S.F.	10	00	120	00
100	6.86 BB INSTALLING STREET NAME SIGN POSTS	62.00	L.F.	15	00	930	00
101	6.87 PLASTIC BARRELS	1,525.00	EACH	5	00	7,625	00
102	6.91 REFLECTIVE CRACKING MEMBRANE (16" WIDE)	538.00	L.F.	5	00	2,690	00



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103	6.94 DCB18 DRAIN CATCH BASIN - 18" SQUARE	9.00	EACH	3,000	27,000	00
104	6.94 FGD FURNISHING AND INSTALLING FIBERGLASS TRENCH DRAIN	495.00	L.F.	200	99,000	00
105	6.99 AUDIO AND VIDEO DOCUMENTATION SURVEY	1.00	L.S.	25,000	25,000	00
106	60.11R606 FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	178.00	L.F.	40	7,120	00
107	60.11R608 FURNISHING AND DELIVERING 8-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	3,516.00	L.F.	600	210,960	00
108	60.11R612 FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	398.00	L.F.	100	39,800	00
109	60.12D06 LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	211.00	L.F.	100	21,100	00
110	60.12D08 LAYING 8-INCH DUCTILE IRON PIPE AND FITTINGS	3,651.00	L.F.	250	912,750	00

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				DOLLARS	CENTS	DOLLARS	CENTS
111	60.12D12 LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	428.00	L.F.	300		128,400	
112	60.13M0A24 FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24- INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	8.00	TONS	12,500		100,000	
113	61.11DMM06 FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	16.00	EACH	5,000		80,000	
114	61.11DMM08 FURNISHING AND DELIVERING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	4.00	EACH	7,500		30,000	
115	61.11DMM12 FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	4.00	EACH	8,500		34,000	
116	61.12DMM06 SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	16.00	EACH	5,000		80,000	
117	61.12DMM08 SETTING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	4.00	EACH	7,500		30,000	



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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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PROJECT ID: HWQ1182B

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8/30/2019 11:53 AM

REBID: N/A

BID SCHEDULE FORM

COL 1 SEQ. NO.	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
118	61.12DMM12 SETTING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	4.00	EACH	8,500.00	34,000.00
119	62.11SD FURNISHING AND DELIVERING HYDRANTS	16.00	EACH	10,000.00	160,000.00
120	62.12SG SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	16.00	EACH	10,000.00	160,000.00
121	62.13RH REMOVING HYDRANTS	14.00	EACH	250.00	3,500.00
122	62.14FS FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	75.00	EACH	300.00	22,500.00
123	63.11VC FURNISHING AND DELIVERING VARIOUS CASTINGS	13.00	TONS	1,250.00	16,250.00
124	64.11EL WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2- INCH OR LARGER SCREW TAPS	116.00	EACH	500.00	58,000.00
125	64.11ST WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS	13.00	EACH	500.00	6,500.00

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126	64.12COLT CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	1,367.00	L.F.	75 00	102,525 00
127	64.12ESLT EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3- INCH DIAMETER)	2,196.00	L.F.	75 00	164,700 00
128	65.11BR FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	8,553.00	LBS.	1 00	8,553 00
129	65.21PS FURNISHING AND PLACING POLYETHYLENE SLEEVE Unit price bid shall not be less than: \$ 0.50	4,499.00	L.F.	0 50	2,249 50
130	65.31FF FURNISHING, DELIVERING AND PLACING FILTER FABRIC Unit price bid shall not be less than: \$ 0.50	131,897.00	S.F.	0 50	65,948 50
131	65.71SG FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	669.00	C.Y.	80 00	53,520 00
132	7.12 A PROCTOR ANALYSIS	69.00	EACH	250 00	17,250 00



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133	7.12 B IN-PLACE SOIL DENSITY TEST	207.00	EACH	250	51,750	00
134	7.13 B MAINTENANCE OF SITE Unit price bid shall not be less than: \$ 15,000.00	48.00	MONTH	15,000	720,000	00
135	7.36 PEDESTRIAN STEEL BARRICADES	16,957.00	L.F.	2	33,914	00
136	7.48 U4 4" DIAMETER UNPERFORATED PVC PIPE	83.00	L.F.	100	8,300	00
137	7.50 CL-L INCREMENTAL COST FOR THE USE OF COMPOSITE LUMBER (RAILING)	1,760.00	L.F.	20	35,200	00
138	7.50 CL-S INCREMENTAL COST FOR THE USE OF COMPOSITE LUMBER (DECK, PLATFORM, STAIRS)	1,009.00	S.F.	20	20,180	00
139	7.50 WD WOOD DECK	1,584.00	S.F.	20	31,680	00

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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
140	7.50 WP WOOD PLATFORM	2,539.00	S.F.	20	00	50,780	00
141	7.50 WR WOOD RAILING	374.00	L.F.	20	00	7,480	00
142	7.50 WSR WOOD STAIRS	547.00	S.F.	20	00	10,940	00
143	7.88 AA RODENT INFESTATION SURVEY AND MONITORING Unit price bid shall not be less than: \$ 7,475.00	1.00	L.S.	7,475	00	7,475	00
144	7.88 AB RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 90.00	184.00	EACH	90	00	16,560	00
145	7.88 AC BAITING OF RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 12.00	184.00	EACH	12	00	2,208	00



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146	7.88 AD WATERBUG BAIT APPLICATIONS Unit price bid shall not be less than: \$ 82.00	304.00	BLOCK	82 00	24,928 00
147	70.13MN MIN-PILES (GROUTED)	85,983.00	V.F.	88 00	6,878,640 00
148	70.13MT MIN-PILES, LOAD TEST	8.00	EACH	50,000 00	400,000 00
149	70.31FN FENCING Unit price bid shall not be less than: \$ 2.00	22,590.00	L.F.	2 00	45,180 00
150	70.51EO EXCAVATION OF BOULDERS IN OPEN CUT Unit price bid shall not be less than: \$ 79.50	16.00	C.Y.	150 00	2,400 00
151	70.71SB STONE BALLAST Unit price bid shall not be less than: \$ 20.00	939.00	C.Y.	30 00	28,170 00



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				DOLLARS	CTS	DOLLARS	CTS
152	70.81CB CLEAN BACKFILL Unit price bid shall not be less than: \$ 15.00	3,295.00	C.Y.	600	00	197,700	00
153	70.91SW12 FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS	56,813.00	S.F.	0	01	568	13
154	72.11HF HYDRAULIC FILL FOR ABANDONED SEWERS AND WATER MAINS	3.00	C.Y.	250	00	750	00
155	73.11AB ADDITIONAL BRICK MASONRY Unit price bid shall not be less than: \$ 62.50	65.00	C.Y.	6,250	00	406,250	00
156	73.21AC ADDITIONAL CONCRETE Unit price bid shall not be less than: \$ 82.00	603.00	C.Y.	200	00	120,600	00
157	73.31AE0 ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS) Unit price bid shall not be less than: \$ 25.00	65.00	C.Y.	250	00	16,250	00



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158	73.41AG ADDITIONAL SELECT GRANULAR BACKFILL Unit price bid shall not be less than: \$ 20.00	5.00	C.Y.	100 00	500 00
159	73.51AS ADDITIONAL STEEL REINFORCING BARS Unit price bid shall not be less than: \$ 1.00	95,530.00	LBS.	2 00	191,060 00
160	76.11CR CONSTRUCTION REPORT	1.00	L.S.	100,000 00	100,000 00
161	76.31CM CONTINUOUS REAL-TIME MONITORING FOR VIBRATIONS AND MOVEMENTS AND POST-CONSTRUCTION REPORT.	34.00	MONTH	10,000 00	340,000 00
162	8.01 C1 HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL	5,590.00	TONS	40 00	234,780 00
163	8.01 C2 SAMPLING AND TESTING OF CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PURPOSES	28.00	SETS	2,150 00	60,200 00
164	8.01 H HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL	1,000.00	TONS	300 00	300,000 00



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COL 1 COUNT 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 CENTS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS CENTS
165	8.01 S HEALTH AND SAFETY	1.00	L.S.	25,000.00	25,000.00
166	8.01 W1 REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER	1,004.00	DAY	100	100,400.00
167	8.01 W2 SAMPLING AND TESTING OF CONTAMINATED WATER	1,248.00	SETS	100	124,800.00
168	8.02 A SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	6,149.00	S.F.	5	30,745.00
169	8.02 B SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	66.00	L.F.	10	660.00
170	8.12 CRW CONCRETE RETAINING WALL	8,624.00	L.F.	250	2,156,000.00
171	8.22 PB SHEET WATERPROOFING	388.00	S.F.	20	7,760.00
172	8.32 BARK CHIP MULCH	14.00	S.Y.	30	420.00



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173	9.04 HW ALLOWANCE FOR ANTI-FREEZE ADDITIVE IN CONCRETE PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 65,000.00	1.00	F.S.	65,000 00	\$65,000 00	
174	9.13 HD 6" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE	855.00	L.F.	300 00	256,500 00	
175	9.30 STORM WATER POLLUTION PREVENTION	1.00	L.S.	250,000 00	250,000 00	
176	9.60 PS PLASTIC SIDING	4,950.00	S.F.	10 00	49,500 00	
177	9.60 SMF SHEET METAL FLASHING	4,950.00	S.F.	7 00	34,650 00	
178	9.87 MODIFICATION TO VERTICAL LIFT	7.00	EACH	15,000 00	105,000 00	
179	GI-2.17A GABION (WITH CLEAN OPEN GRADED STONE)	60.00	C.Y.	250 00	15,000 00	
180	IFPM-MPFV MULTI PURPOSE FLOOD VENT	15.00	EACH	1,000 00	15,000 00	

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181	IFPM-SFV SEALED FLOOD VENT	4.00	EACH	1,000 00	4,000 00
182	SL-21.09.08 REMOVE ALL STREET LIGHTING EQUIPMENT FROM TYPE "M-2" TRAFFIC POST (ARM(S), PHOTOELECTRIC CONTROLLER, LUMINAIRE (S), SHAFT EXTENSION, WIRING, ETC.)	2.00	EACH	630 00	1,260 00
183	SL-22.16.05 FURNISH AND INSTALL ROADWAY TYPE LED FIXTURE AS PER SPECIFICATION 466 WITH PEC RECEPTACLE AND PEC	34.00	EACH	800 00	27,200 00
184	SL-24.01.04 REMOVE BRACKET, LUMINAIRE AND CONTROL, IF ANY, FROM WOOD POLE	21.00	EACH	230 00	4,730 00
185	SL-24.01.05 FURNISH AND INSTALL FABRICATED STEEL 8 FT. BRACKET WITH HARDWARE ON WOOD POLE, AS PER DRAWING J-3585.	32.00	EACH	800 00	25,600 00
186	SL-24.02.02 FURNISH AND INSTALL FABRICATED STEEL 8 FT. ARM ON LAMPPOST OR "M-2" TRAFFIC POLE SHAFT EXTENSION.	2.00	EACH	690 00	1,380 00
187	SL-24.02.16 FURNISH AND INSTALL FABRICATED STEEL 6 FT. SHAFT EXTENSION (SINGLE ARM) FOR "M-2" TRAFFIC POST AS PER DWG# H-5198 OR H- 5255.	2.00	EACH	1,200 00	2,400 00
188	SL-26.01.04 FURNISH AND INSTALL LONG LIFE PHOTO ELECTRIC CONTROL WITH SURGE PROTECTION FOR LED LIGHT	34.00	EACH	140 00	4,760 00

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189	SL-29.01.01 FURNISH, INSTALL, MAINTAIN AND REMOVE EQUIPMENT FOR TEMPORARY LIGHTING (PYLON), AS PER DRAWINGS F-5005 AND F- 5005A	20.00	EACH	1,900.00	38,000.00
190	T-1.20 REMOVE TYPE "M" SERIES FOUNDATION	2.00	EACH	1,500.00	3,000.00
191	T-1.36 INSTALL ONE COSTAL STORM FND FOR S1A POLE	2.00	EACH	3,800.00	7,600.00
192	T-1.39 INSTL ONE COASTAL STORM FND FOR M2-A POLE	2.00	EACH	3,800.00	7,600.00
193	T-2.1 INSTALL TYPE "S-1" OR "1" SERIES POST	2.00	EACH	600.00	1,200.00
194	T-2.16 FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH SIGNALS	2.00	EACH	1,720.00	3,440.00
195	T-2.24 REMOVE TYPE "M" SERIES POST	2.00	EACH	1,250.00	2,500.00
196	T-2.4 INSTALL TYPE "M-2" POST	2.00	EACH	3,100.00	6,200.00

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				DOLLARS	CENTS	DOLLARS	CENTS
197	T-20000 FURNISH TEN FOOT ALUMINUM SIGNAL POST TYPE "S-1"	2.00	EACH	1,200	00	2,400	00
198	T-20020 a) FURNISH 3/4" ANCHOR BOLT ASSEMBLIES FOR S-1 (EACH) (3 REQUIRED PER POST)	6.00	EACH	65	00	390	00
199	T-20184 a) FURNISH 5' EXTENSION ARM ASSEMBLY WITH FITTINGS	2.00	EACH	5,218	00	10,436	00
200	T-20220 c) FURNISH 1-1/4" ANCHOR BOLT ASSEMBLIES FOR M-2 (EACH) (4 REQUIRED PER POST)	8.00	EACH	121	00	968	00
201	T-3.1 INSTALL "ONE-WAY" SIGNAL UNIT ON MAST ARM OR TOP OF TRAFFIC POST	6.00	EACH	465	00	2,790	00
202	T-3.18 REMOVE SIGNAL HEAD FROM ANY TYPE POST	4.00	EACH	400	00	1,600	00
203	T-3.21 REMOVE PEDESTRIAN SIGNAL OR SIGN UNIT OR OTHER ILLUMINATED SIGNS FROM ANY POST	8.00	EACH	315	00	2,520	00
204	T-3.6 INSTALL PEDESTRIAN SIGNAL ON ANY TYPE POST	8.00	EACH	400	00	3,200	00



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205	T-30013L FURNISH ADJUSTABLE 3 SECTION 1-WAY, DIE CAST ALUMINUM TRAFFIC SIGNALS 8" - W/LED LENS	6.00	EACH	530 00	3,180 00
206	T-31210 h) "HUB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	4.00	EACH	35 00	140 00
207	T-31225 e) "3MS"	2.00	EACH	410 00	820 00
208	T-31351 g) "VB-2P" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	4.00	EACH	315 00	1,260 00
209	T-33000L FURNISH POLYCARBONATE INCANDESCENT PED SIGNAL W/LED LENS	4.00	EACH	655 00	2,620 00
210	T-33001-L FURNISH POLYCARBONATE PEDESTRIAN SIGNAL (16 X 16) W/LED COUNT LENS (SPECIFICATION A-1)	4.00	EACH	725 00	2,900 00
211	T-4.22 INSTALL ANY TYPE OF ADVANCED SOLID STATE TRAFFIC SIGNAL CONTROLLER AND CABINET ON METAL POLE	2.00	EACH	2,025 00	4,050 00
212	T-4.4 INSTALL CONTROL BOX ON ANY POST	2.00	EACH	2,025 00	4,050 00

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213	T-4.8 REMOVE ONE CONTROL BOX AND CONTROLLER FROM ANY POST OR SUPPORT	2.00	EACH	1,265	2,530	00
214	T-4.9 REMOVE CONTROL BOX FROM ANY POST OR SUPPORT	2.00	EACH	1,265	2,530	00
215	T-5.32 RESTORING PERMANENT ROADWAY (INCLUDING SAWCUT)	160.00	L.F.	90	14,400	00
216	T-5.36 REMOVE CONDUIT FROM POST	20.00	L.F.	32	640	00
217	T-5.5 FURNISH AND INSTALL 3" RIGID UNDERGROUND CONDUIT IN PAVED ROADWAY	160.00	L.F.	185	29,600	00
218	T-6.1 INSTALL CABLE (INCLUDES OVERHEAD)	600.00	L.F.	10	6,000	00
219	T-6.10 REMOVE CABLE (INCLUDES OVERHEAD)	1,000.00	L.F.	10	10,000	00
220	T-6.2 INSTALL MULTIPLE CABLE (INCLUDES OVERHEAD)	1,000.00	L.F.	10	10,000	00

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221	T-60000B FURNISH 2 c # 10B (BREAKDOWN = 2#10 WITH 3RD WIRE FOR GROUNDING).	1,000.00	L.F.	18.00	18,000.00
222	T-60040 e) 7 CONDUCTOR, 14 A.W.G.	600.00	L.F.	3.00	1,800.00
223	T-60190 e) 13 CONDUCTOR, 14 A.W.G.	1,200.00	L.F.	5.00	6,000.00
224	T-7.47 REMOVE JUNCTION BOX	2.00	EACH	500.00	1,000.00
225	T-8.10 RELOCATE CONCRETE PYLON WITH POST	2.00	EACH	1,550.00	3,100.00
226	T-8.8 INSTALL CONCRETE PYLON	2.00	EACH	1,310.00	2,620.00
227	T-8.9 REMOVE CONCRETE PYLON	2.00	EACH	700.00	1,400.00
228	T-81000 FURNISH CONCRETE PYLON	2.00	EACH	1,400.00	2,800.00

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REBID: N/A

BID SCHEDULE FORM

COL. 1 SEQ. NO.	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	CIS
229	6.39 B MOBILIZATION BID PRICE OF MOBILIZATION SHALL NOT EXCEED 8% OF THE ABOVE SUB-TOTAL PRICE.	1.00	L.S.	\$4,143,693.33 4,059,693.33 (E.C.J.)	\$4,143,693.33 4,059,693.33 (E.C.J.)	
SUB-TOTAL:				\$51,796,166.63 \$50,746,166.63		

TOTAL BID PRICE: \$54,805,859.96
\$55,939,859.96
(E.C.J.)

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.

C. DRAWINGS

Contract Drawings

SHEET NO.	DRAWING NO.	DRAWING TITLE
1	C1	TITLE SHEET
2	L1	LEGEND, ABBREVIATIONS AND TABLE OF CONTENTS
3-4	G1-G2	GENERAL NOTES 1 - 2
5-6	SC1-SC2	SURVEY CONTROL 1 - 2
7-10	D1-D4	STANDARD DETAILS 1 - 4
11-12	D5-D6	FLAP GATE CHAMBER DETAIL 1 - 2
13-14	TS1-TS2	TYPICAL SECTIONS 1 - 2
15	BH1	BULKHEAD GENERAL NOTES
16-20	BH2-BH6	BULKHEAD PLAN AND SECTION 1 - 5
21-24	BH7-BH10	BULKHEAD DETAILS 1 - 4
25-32	C1-C8	HIGHWAY CONSTRUCTION PLAN 1 - 8
33-37	P1-P5	HIGHWAY CONSTRUCTION PROFILE 1 - 5
38	RPD1	ROADWAY PILE DETAILS
39-47	RPP1-RPP9	ROADWAY PILE PLAN 1 - 9
48-55	U1-U13	UTILITY PLAN AND PROFILE 1 - 8
56-59	PMP1-PMP4	SIGNING AND STRIPING 1 - 4
60	TMD1	TREE MITIGATION DETAILS
61	TMP1	TREE MITIGATION PLANS
62-63	TRF1-TRF2	TRAFFIC SIGNAL PLAN 1 - 2
64-71	SL1-SL8	STREET LIGHTING PLAN 1 - 8
72	PPR1	PRIVATE PROPERTY RESTORATION GENERAL NOTES
73-76	PPR2-PPR5	PRIVATE PROPERTY RESTORATION PLAN 1 - 4
77-80	PPR6-PPR9	PRIVATE PROPERTY RESTORATION TABLE AND NOTES 1 - 4
81-88	PPR10-PPR17	PRIVATE PROPERTY RESTORATION - SPECIAL DETAILS 1 - 7
89-90	M1-M2	MAINTENANCE AND PROTECTION OF TRAFFIC - GENERAL NOTES 1 - 2
91-100	M3-M10	MAINTENANCE AND PROTECTION OF TRAFFIC - PLAN AND SECTION 1 - 10
101	F1	FDNY BASE PLAN
102 - 115	RB1-RB14	RECORD OF BORINGS 1-14
116 - 125	SU1-SU10	SECTION U 1-10
126 - 129	E1-E4	EROSION AND SEDIMENT CONTROL PLAN 1-4

Standard Drawings

DRAWING NO.	REVISION DATE	DESCRIPTION
H-1003B	07/10/10	PEDESTRIAN CROSSWALKS-MALL TYPE B
H-1004	07/10/10	TYPICAL TEMPORARY PEDESTRIAN PASSAGEWAY IN ROADWAY AREA DURING CONSTRUCTION
H-1010	07/10/10	STEEL FACED CURB, STEEL FACING TYPE D
H-1011	07/10/10	SIDEWALK PEDESTRIAN RAMPS
H-1012	07/10/10	TIMBER CURB
H-1013	07/10/10	ILLUMINATED TIMBER BARRICADE
H-1014	07/10/10	TEMPORARY PEDESTRIAN STEEL BARRICADE
H-1015	07/10/10	STEEL FACED DROP CURB DRIVEWAYS
H-1022	07/10/10	BEAM BARRIER FOR DEAD END STREETS
H-1031	07/10/10	TYPICAL PAVEMENT KEY
H-1042A	07/10/10	STANDARD TRENCH RESTORATION / LOCAL LAW # 14
H-1044	07/10/10	CONCRETE CURB
H-1045	07/10/10	CONCRETE SIDEWALK
H-1046A	07/10/10	PROTECTIVE TREE BARRIER
H-1049	07/10/10	PLASTIC BARREL - ITEM # 6.87
H-1051	07/10/10	TEMPORARY WOODEN STEPS
H-1053	07/10/10	DETAILS FOR CONSTRUCTING AREAS OF ADJUSTMENT AND TRANSITION SECTIONS
H-1054	07/10/10	LIMITS OF MEASUREMENT FOR PAYMENT OF TEMPORARY ASPHALT PAVEMENT
H-1057	07/10/10	TEMPORARY STORAGE AREA
MS-1000	07/10/10	NEW YORK CITY COMPARISON OF DATUM PLATES
SE2	08/14/18	STANDARD FOR VITRIFIED CLAY PIPE ON CONCRETE CRADLE ON PILES
SE9	08/14/18	STANDARD FOR 23"W x 14"H TO 76"W x 48"H HORIZONTAL ELLIPTICAL PRECAST REINFORCED CONCRETE PIPE ON CONCRETE CRADLE ON PILES - 2 PILES BENTS
SE15	08/14/18	STANDARD FOR MANHOLE ON 8" DIAMETER TO 30" DIAMETER PIPE SEWERS ON PILES IN WET LOCATION - TYPE B-1, B-2
SE21	08/14/18	STANDARD FOR MANHOLE ON 23"W x 14"H TO 60"W x 38"H HORIZONTAL ELLIPTICAL PIPE SEWERS ON PILES - TYPE E-1
SE27	08/14/18	STANDARD FOR DROP PIPE MANHOLE (TYPE II) ON PILES
SE35	08/14/18	STANDARD FOR REMOVABLE PRECAST REINFORCED CONCRETE SLAB
SE39	08/14/18	STANDARD FOR 27" DIAMETER CAST IRON MANHOLE FRAME AND COVER

DRAWING NO.	REVISION DATE	DESCRIPTION
SE47	08/14/18	STANDARD FOR TYPE 1 CATCH BASIN (WITH CURB PIECE)
SE48	08/14/18	STANDARD FOR TYPE 2 CATCH BASIN (WITHOUT CURB PIECE)
SE61	08/14/18	STANDARD FOR DUCTILE IRON PIPE ALTERNATIVES
SE62	08/14/18	STANDARD FOR HOUSE CONNECTIONS
SE63	08/14/18	STANDARD FOR RISERS ON 10" DIAMETER TO 18" DIAMETER VITRIFIED CLAY PIPE SEWERS ON CONCRETE CRADLE
45161-A-Z	11/01/10	STANDARD STEEL HYDRANT FENDER
TB1-1	12/01/15	TYPICAL TREATMENTS FOR BICYCLE INTERSECTIONS MARKINGS
TCW-1	12/01/15	PAVEMENT MARKINGS, CROSSWALKS AND STOP BARS
TWM-1	12/01/15	TYPICAL PAVEMENT MARKINGS WORD MESSAGES
TIN-1	03/21/02	TYPICAL PAVEMENT MARKINGS INSTALLATION
144E	06/18/08	DRAIN PLATE FOR F.D. MANHOLE AND HANDHOLE
144S	-	SLOTTED MANHOLE CONSTRUCTION
145AA	11/21/14	TYPICAL POLE INSTALLATION WITH CHIPPY METAL TERMINAL BOX
<p>NOTE</p> <p>1. OTHER AGENCY STANDARDS AND REFERENCE DRAWINGS TO BE USED WHERE APPLICABLE.</p> <p>2. STANDARDS AND REFERENCE DRAWINGS TO BE USED UNLESS MODIFIED ON CONTRACT PLANS</p>		

(NO TEXT ON THIS PAGE)

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

ADDENDA CONTROL SHEET

BID OPENING DATE: August 30, 2019

PROJECT NO.: HWQ1182B

DESCRIPTION: BROAD CHANNEL STREETS AND BULKHEADS RECONSTRUCTION – PHASE-2

Addendum		Addendum Contains:					General Counsel Approval
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Amendments	Drawings (number)	
1	08/15/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)	<i>W. Kelly</i>
2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
3		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
4		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
5		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> (0)	
7		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
8		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	

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

ATTACH TO CONTRACT DOCUMENTS
THE CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: HWQ1182B

BROAD CHANNEL STREETS AND BULKHEADS RECONSTRUCTION – PHASE-2
WEST 14 TO WEST 17 ROAD FROM CROSS BAY BOULEVARD TO BULKHEADS

INCLUDING WATER MAIN, STORM SEWER, SANITARY SEWER,
PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK
TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF STATEN ISLAND
CITY OF NEW YORK

ADDENDUM NO. 1

DATED: August 15, 2019

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Bid Opening for the contract scheduled for August 22, 2019, at 11:00 pm is rescheduled to August 30, 2019 at 11:00 pm.
2. Refer to the Bid and Contract Documents, VOLUME 1 OF 3, SPECIAL EXPERIENCE REQUIREMENTS Page A-7
Delete page A-7 in its entirety;
Substitute with attached revised Page A-7R.
[Number of attachments 1]
3. For additional information see the attached pages of "Questions Submitted by Bidders and DDC's Responses".
[Number of attachments 1]

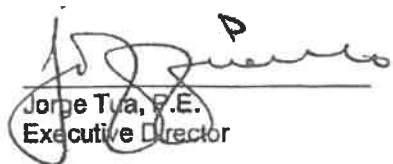
END OF ADDENDUM NO. 1

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

JRCRUZ Corp.

Name of Bidder


Jorge Twa, P.E.
Executive Director

By: 

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:** _____

QUESTIONS SUBMITTED BY BIDDERS AND DDC'S RESPONSES

Question #1:

The Special Experience Requirements in Volume 1, page A-7 to A-9, show that Qualification Forms from a Restoration Specialist and an Erosion and Sediment Control Licensed/Certified Professional are required to be submitted with the bid. However, there is no items for either a Restoration Specialist or an Erosion and Sediment Control Licensed/Certified Professional in the bid item list, and no specifications were found in the bid books. Please advise as to whether the Qualification Forms are still required.

DDC's Response:

Please, refer to the Article 2, page A1-1, herein on this ADDENDUM No. 1

Question #2:

Please advise as to when the documentation for the Phase II Subsurface Corridor Investigation Report will be uploaded to the NYCDDC, Bid Documents Online Website, as indicated on page "Haz. -51" of the third volume of the Contract Specifications. As of now these portions of the report are unavailable:

- 3.0 - Corridor Evaluation (3.1-3.4)
- 4.0 - Findings (4.1 – 4.2.13)
- 5.0 - Conclusions and Recommendations
- 6.0 - Statement of Limitation
- Tables (1 - 13)
- Figures (1 - 2)
- Appendices (A - C)

DDC's Response:

Please refer to files on NYCDDC online Download Bid Documents and download HWQ1182B_Broad_Channel_Phase II_Report.

Question #3:

Due to the size and magnitude of this project we are asking for a generous time extension.

DDC's Response:

Refer to Article 1, page A1-1, herein on this ADDENDUM No.1.

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

ADDENDA CONTROL SHEET

BID OPENING DATE: September 6, 2019

PROJECT NO.: HWQ1182B

DESCRIPTION: BROAD CHANNEL STREETS AND BULKHEADS RECONSTRUCTION – PHASE-2

Addendum		Addendum Contains:					General Counsel Approval
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Amendments	Drawings (number)	
1	08/15/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)	
2	08/23/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	KT 8/23/19
3		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
4		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
5		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
7		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
8		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	

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

ATTACH TO CONTRACT DOCUMENTS
THE CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: HWQ1182B

BROAD CHANNEL STREETS AND BULKHEADS RECONSTRUCTION – PHASE-2
WEST 14 TO WEST 17 ROAD FROM CROSS BAY BOULEVARD TO BULKHEADS

INCLUDING WATER MAIN, STORM SEWER, SANITARY SEWER,
PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK
TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF QUEENS
CITY OF NEW YORK

ADDENDUM NO. 2

DATED: August 23, 2019

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. **Refer** to ADDENDUM NO. 1 dated: August 15, 2019, wherein the Bid Opening for the contract was scheduled for August 30, 2019, is hereby postponed. The new bid opening date is September 6, 2019 at 11:00 am.

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

JRCRUZ Corp.

Name of Bidder



Jorge Tua, P.E.
Executive Director

By: 

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

ADDENDA CONTROL SHEET

BID OPENING DATE: September 6, 2019

PROJECT NO.: HWQ1182B

DESCRIPTION: BROAD CHANNEL STREETS AND BULKHEADS RECONSTRUCTION – PHASE-2

Addendum		Addendum Contains:					General Counsel Approval
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Amendments	Drawings (number)	
1	08/15/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)	
2	08/23/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
3	08/30/2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> (28)	<i>CR 8/30/19</i>
4		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
5		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
7		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
8		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	

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

ATTACH TO CONTRACT DOCUMENTS
THE CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: HWQ1182B

BROAD CHANNEL STREETS AND BULKHEADS RECONSTRUCTION – PHASE-2
WEST 14 TO WEST 17 ROAD FROM CROSS BAY BOULEVARD TO BULKHEADS

INCLUDING WATER MAIN, STORM SEWER, SANITARY SEWER,
PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK
TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF QUEENS
CITY OF NEW YORK

ADDENDUM NO. 3

DATED: August 30, 2019

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Bid and Contract Documents, VOLUME 1 OF 3, BID SCHEDULE, Pages B-3 through B-34;
Delete pages B-3 through B-34 in their entirety;
Substitute with attached revised B-3 [Revision #1] through B-34 [Revision #1];
Note: (1) Unit prices for items with "Price Not Less (PNL)" were revised; (2) Deleted: Item numbers:
61.11TWC08, 64.13WC08 and 64.13WC12. (3) Change in Qty: Item 64.11EL, from 82 to 116.
[Number of attachments 32]
2. Refer to the attached list of the Contract Drawings;
Delete the original Contract Drawings mentioned in the attached list in their entirety;
Substitute with attached revised Contract Drawing sheets.
Changes made: All the changes are marked as bubbles.
NOTE: Drawing numbers of the attached revised Contract Drawings (with bubbles) remains same as the
attached list of the Contract Drawings.
[Number of attachments 29; drawings 28 and list of drawings 1]
3. For additional information see the attached pages of "Questions Submitted by Bidders and DDC's
Responses".
[Number of attachments 8]

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

JRCruz Corp
Name of Bidder

By: 

List of the Contract Drawings				
Revision No.	Sheet No.	Drawing No.	Drawing Title	Revision Description
1	7	D1	Standard Details – 1	Standards and Reference Drawing List revision
1	14	TS2	Typical Section – 2	Note Revision, Existing Sewer
1	16	BH2	Bulkhead Plan and Section – 1 (West 14 th Road)	Rock Limit Extents
1	17	BH3	Bulkhead Plan and Section – 1 (West 15 th Road)	Rock Limit Extents
1	18	BH4	Bulkhead Plan and Section – 1 (West 16 th Road)	Rock Limit Extents
1	20	BH6	Bulkhead Plan and Section – 1 (West 17 th Road)	Rock Limit Extents
1	39	MPP1	Mini Pile Plan - 1 (West 14 th Road)	Revised Pile Depth
1	40	MPP2	Mini Pile Plan -2 (West 14 th Road)	Revised Pile Depth
1	41	MPP3	Mini Pile Plan - 3 (West 15 th Road)	Revised Pile Depth
1	42	MPP4	Mini Pile Plan -4 (West 15 th Road)	Revised Pile Depth
1	43	MPP5	Mini Pile Plan - 5 (West 16 th Road)	Revised Table 9, Table 10, Pile Depth
1	44	MPP6	Mini Pile Plan -6 (West 16 th Road)	Revised Table 11, Table 12, Pile Depth
1	45	MPP7	Mini Pile Plan -7 (West 17 th Road)	Revised Pile Depth
1	46	MPP8	Mini Pile Plan -8 (West 17 th Road)	Revised Pile Depth
1	47	MPP9	Mini Pile Plan -9 (West 17 th Road)	Revised Pile Depth
1	49	U2	Utility Plan and Profile – 2 (West 14 th Road)	Revised Sanitary pipe material, added manhole callout
1	51	U4	Utility Plan and Profile – 4 (West 15 th Road)	Revised Sanitary pipe material
1	53	U6	Utility Plan and Profile – 6 (West 15 th Road)	Revised Sanitary pipe material
1	55	U8	Utility Plan and Profile – 8 (West 15 th Road)	Revised Sanitary pipe material
1	82	PPR11	Private Property Restoration Special Details – 2	Revised Details
1	83	PPR12	Private Property Restoration Special Details – 3	Revised Details
1	84	PPR13	Private Property Restoration Special Details – 4	Revised Item No
1	88	PPR17.	Private Property Restoration Special Details – 8	Revised Note 3/PPR17
1	89	M1	Maintenance and Protection of Traffic General Notes – 1	Revised Item No.
1	91	M3	Maintenance and Protection of Traffic Plan and Section - 1	Revised Symbol
1	92	M4	Maintenance and Protection of Traffic Plan and Section - 2	Revised Sections
1	93	M5	Maintenance and Protection of Traffic Plan and Section - 3	Revised Sections
1	94	M6	Maintenance and Protection of Traffic Plan and Section - 4	Revised Sections

QUESTIONS SUBMITTED BY BIDDERS AND DDC'S RESPONSES

Question #1:

There is no minimum price for item 7.88 AA- RODENT INFESTATION SURVEY AND MONITORING. Please confirm that this is correct, or if a minimum price will be added to this item in a future addendum.

DDC's Response:

Refer to Article 2 of this Addendum No.2, Page A2-1.

Question #2

Drawing PPR12 – how is excavation and backfill for details 7 or 8 paid?

DDC's Response:

Cost for excavation for all concrete headers should be cost included in item 4.06 for all concrete headers. Backfill cost not included in another item has been classified under 4.11CA. See revised drawing PPR12.

Question #3:

Drawing PPR13 detail 1 calls for railing removal to be paid under 6.02 AAN. Please confirm and advise on method of measurement.

DDC's Response:

Railing removal will be deemed included in the price of item number 6.18 IFR as indicated in the attached PPR13 Plan.

Question #4:

Drawing PPR17 detail 3 note conflicts to special note on the same drawing. Please reconcile.

DDC's Response:

Notes for detail 3 revised. Please see revisions on attached drawing PPR17.

Question #5:

Pay items under specs 6.18 and 6.18 VFG – please provide details and drawings for all listed items.

DDC's Response:

Please refer to GENERAL NOTES on contract drawing PPR1.

Question #6:

Drawing M1 note 1.11 – it conflicts with standard spec payment requirements. Please reconcile.

DDC's Response:

Notes 1.11, 4.13, and 4.07 on M1 has been revised to include pay item. Please see revisions on attached drawing M1.

Question #7:

Drawing TS1 scope of 6.02AAN excavation does not match the scope of excavation as called by drawing M-5 section A-A. Please reconcile.

DDC's Response:

Excavation limits identified on the cross section on TS1 are for proposed work excluding utilities. Where trench excavation is required for proposed utility work, excavation limits as shown on section A-A on M5 are correct.

Question #8:

Drawing M4 Section A-A – please provide the dimension for zone A width. Please confirm that sheeting as indicated on this section and section B-B are the same as shown on drawing M5.

DDC's Response:

Sheeting line established on M4 is the same sheeting line shown on M5. Sheeting is to be established and remain in place from Stage II to Stage V unless directed otherwise. There is no separate payment for sheeting. Zone A dimension varies but must be constructed wide enough in Stage II to establish the 10-foot emergency lane in Stage III.

Question #9:

MPT drawings – please mark on plans and cross sections ROW limits and advise if contractor has access to all areas within ROW.

DDC's Response:

R.O.W. is 40' and lines are established on plans. Proposed roadway work has an established footprint of 32' all additional width required beyond 32', will be coordinated with the Engineer. See revised drawings M4 through M7.

Question #10:

Drawing PPR11 special note calls for work not labeled to be included into other items. No drawings are provided to quantify such items. Please provide bid quantities for pricing of this work.

DDC's Response:

This note is specific to incidentals required to complete work shown on drawing. See revised contract drawing number PPR1.

Question #11:

Drawing PPR6 notes to the table – is it covered by the quantities on the table or is it in addition? How are notes such as modify planter, modify existing retaining walls or modify column support structure to be paid? Please provide specs and details as necessary for pricing.

DDC's Response:

All work identified in notes has been quantified and covered in bid items.

Question #12:

Drawing BH9 – under what item are mini piles for outfall paid?

DDC's Response:

Mini piles shown on drawing BH9 will be covered under items 51.61F001, 51.61F002, 51.61F003, 51.61F004. See Price to cover notes on drawing BH1.

Question #13:

Spec Section 6.34 ACT – fence is not indicated on the drawings.

DDC's Response:

Fence is to be used in the MPT stage VI as directed and as required by the Engineer.

Question #14:

Contract Drawing MPP6 displays mini-piles F116 and F117 within the plan view from Station 12+60 to 11+36. Table No. 12 on the same drawing does not display piles beyond F115. Please advise on this discrepancy.

DDC's Response:

Data for piles labeled F116 and F117 are now provided in the revised attached drawing MPP6.

Question #15:

Contract Drawing G1, General note 1.01 states "ALL ELEVATIONS SHOWN REFER TO THE NAVD88 DATUM". This note applies to drawings U1 through U13. Boring sheet B-101.00 states "All Elevations refer to the Borough of Queens Highway Datum". Please be advised that when any overlay occurs between existing ground elevation presented in the utilities plans and the ground elevation displayed in the boring log, these elevations do not match after datum conversion. This discrepancy can lead to an error on all drilling and material lengths. Please advise.

DDC's Response:

The topographic survey utilized as a base for the utility plans and profiles should govern. The boring log surface elevations should not be utilized.

Question #16:

On the Utility Drawings (Page U2, U4, U6, and U8) it calls for 10" D.I.P Class 56 Sanitary Sewer at each intersection along Cross Bay Boulevard within this project's jurisdiction, but there doesn't seem to be a bid item for this.

DDC's Response:

Sanitary Sewer on Sheets U2, U4, U6, & U8 were incorrectly called out. Please refer to U2, U4, U6, & U8 for correction.

Question #17:

Contract Addendum No. 1 indicated the bid opening for the contract has been scheduled for August 30, 2019 at 11:00 PM. Please advise if this bid opening time is correct.

DDC's Response:

Refer to the Article 1 of this Addendum No.2, Page A2-1.

Question #18:

Contract drawings BH2, BH3, BH4, and BH6 all indicate in Section A "Rock Limit Varies 30' Min.". Some plans from which the respective sections are drawn show a rock replacement less than this 30' minimum. Please advise whether the plan distances or the section distances govern.

DDC's Response:

Plan distances govern, please see revised drawings BH2, BH3, BH4, and BH6 for distances.

Question #19:

There are (20) temporary lighting pylons under bid item #192 SI-29.01.01 but no wire indicated to feed these. Under which bid item is the overhead power feed to be paid under?

DDC's Response:

Item number SL-29.01.01 – "FURNISH, INSTALL, MAINTAIN AND REMOVE EQUIPMENT FOR TEMPORARY LIGHTING (PYLON) AS PER DRAWINGS F-5005 AND F-5005A", includes the wiring to feed lights. See note 5 on SL1.

Question #20:

Please explain what items fall under the pay limit for the outfall. The plans are unclear as to what items will be paid for under the outfall and what is separate. There appear to be separate pay items for the following items, despite them being in the outfall pay limit area:

- a. Item 50.21M3E038W- 38"W X 24"H R.C.P. CLASS I-IE-III STORM SEWER, ENCASED IN
- b. CONCRETE
- c. Item 50.21M3E045W- 45"W X 29"H R.C.P. CLASS HE-III STORM SEWER, ENCASED IN CONCRETE
- d. Item 6.67 CO-A- 3/4" CLEAN OPEN GRADED STONE
- e. Item 6.67 CO-B- 1-1/2" CLEAN OPEN GRADED STONE
- f. Item 6.67 CO-C - 4-6" SLOPE PROTECTION STONE

- g. Item 6.67 CO-D- 12-15" RIP-RAP STONE
- h. Item GI-2.17A- GABION (WITH CLEAN OPEN GRADED STONE)

DDC's Response:

All elements, including mini piles on the waterside of the concrete barrier, for each street is covered under the outfall items 51.61F001, 51.61F002, 51.61F003, 51.61F004. See Price to cover notes on drawing BH1.

See Section A-A on sheets BH2, BH3, BH4 & BH6 for outfall pay limits.

Question #21:

On Sheet 43 of 122 (MMP5/MPP9), Pile ID E50 is not listed in the pile tables. We request a revised drawing with this pile included in the tables

DDC's Response:

Data for Pile labeled E50 is now provided in the revised attached MPP5 drawing.

Question #22:

On Sheet 44 of 122 (MPP6/MPP9), Pile IDs E216, F116, and F117 are not listed in the pile tables. We request a revised drawing with these piles included in the tables

DDC's Response:

Data for Pile labeled E216 is now provided in the revised attached MPP6 drawing. See revision 1 on MPP6 for pile data for F116 & F117.

Question #23:

On Sheet 49 of 122 (U2/U8) one of the manholes on the 10" E.S.V.P. Sanitary sewer is unlabeled. Can we assume that it's another standard manhole type B-1, or it is something different?

DDC's Response:

The unlabeled manhole for the 10" E.S.V.P. Sanitary sewer is a standard type B-1. See revision 2 on attached drawing U2.

Question #24:

On Sheet 49 of 122 (U2/U8) near the intersection of West 14th Road and Cross Bay Boulevard, and Sheet 51 of 122 (U4/U8) near the intersection of West 15th Road and Cross Bay Boulevard, the profiles show small sections of 10" D.I.P. Class 56 Sanitary Sewer on concrete cradle. However, there is no pay item for this in the bid item list. Please advise as to which item the 10" D.I.P. sewer will be paid under

DDC's Response:

Sanitary Sewer on Sheets U2, U4, U6, & U8 were incorrectly called out. Please refer to U2, U4, U6, & U8 for correction.

Question #25:

For item 6.94 FGD - Furnishing and Installing Fiberglass Trench Drain, the specifications and details provided do not give any information on the size of trench, length of runs, or type of grates. Please provide us with this information

DDC's Response:

- *Grate type is stainless steel*
- *Nominal width/section is 6"*
- *Length varies by property*
- *Contractor to provide shop drawings to install fiberglass trench drains on private properties*

Question #26:

Can the Special Shallow Manholes Nos. 1, 2, 3 & 4 be precast?

DDC's Response:

Yes.

Question #27:

Please identify what type of pipe the existing 30" trunk main in Cross Bay Blvd. is.

DDC's Response:

30" Water main truck pipe material is unknown. Contractor to verify in field at no extra cost to the City.

Question #28:

Regarding item 61.11TWC08- FURNISHING AND DELIVERING 8-INCH WET CONNECTION TAPPING VALVES COMPLETE WITH WEDGE TYPE RETAINER GLANDS, it is impossible to have 38 each- 8" wet connection tapping valves in the project because there's no such thing as 8" tapping valves on an 8" water main. We also doubt that these tapping valves are for the 12" main because the 12" main is intersection work only on Cross Bay Blvd. Items also include 38 each wet connection sleeves on an 8" water main and 8 each wet connection sleeves on a 12" water main. Since there appears to be an error, please clarify as to what the 8" tapping valves are used for or if the size/quantity/items should be changed.

DDC's Response:

Item 61.11TWC08 has been deleted from the BID SCHEDULE. Please refer to Article 2 of this ADDENDUM, page- A3-1.

Question #29:

On Sheet 4, General Note No. 10.02 indicates that utilities will be required to protect, remove, replace or relocate some or all of their facilities and General Note 10.03 indicates that all utility poles will be removed and/or relocated by others. Does that mean that utility facilities will be cleared as was done on the prior NYCDDC Contract No. HWQ1182A on streets 11th Road, 12th Road and 13th Road with a double pole line and all poles relocated outside of the ROW?

DDC's Response:

There are no plans to follow the same relocation procedure as in NYCDDC Contract No. HWQ1182A. The Contractor needs to coordinate the relocation of the utility facilities with the Private Utilities prior to the start of construction.

Question #30:

On Sheet 38, Roadway Pile Detail, note 5 indicates that no equipment or materials can extend higher than 15 feet from existing roadway surface elevation during any construction activities. What is the reason for this maximum headroom? Furthermore, due to this restriction, said note indicates that the contractor may have to use alternate means and methods at no additional cost to the City. If not at the City's cost, then at whose additional cost would be these alternate means and methods?

DDC's Response:

This restriction is due to overhead power lines. The cost for the appropriate means and methods for performing the work should be included within the bid items that may be affected by this potential restriction.

Question #31:

Please confirm that drawing nos. SU1 -SUI 0 are for reference only as existing utility drawings.

DDC's Response:

Section U sheets are for reference only.

Question #32:

On Sheet 89, General Note No. 30 indicates that all relocation work by the utilities such as Con Edison, Verizon and Time Warner will precede the contractor's start of work in the impacted contract area. Please identify what that relocation work will be.

DDC's Response:

Relocation of utilities is proposed on all four streets (West 14th Road through West 17th Road). Contractor is to coordinate with Utilities.

Question #33:

On Sheet No. 90, Special Note S6 states that by this note the contractor is made aware that the headroom clearance is restricted to fifteen feet on the project streets and special equipment may be necessary for construction. Furthermore, the note states that the contractor's bid prices should factor this restriction which completely contradicts the note in no. 2 above where such restriction is to be at no additional cost to the City. Please clarify the contradiction.

DDC's Response:

The cost for the appropriate means and methods for performing the work should be included within the bid items that may be affected by this potential restriction.

Question #34:

Since the maximum allowable open sewer trench is 200 lf. as noted in MPT Stage III on Sheet No. 89 and only one street shall be permitted to work at a time as noted Special Note S2 on Sheet No. 90, please clarify Special Note S4 on Sheet No. 90 how multiple crews may be required to advance work on multiple stages concurrently in the same street with such limitations noted above?

DDC's Response:

Different stages of construction are occurring simultaneously within the 200 LF trench. The MPT plans show the stages are broken into 50-foot sections. Therefore multiple crews will be able to work simultaneously.

Question #35:

Please clarify the difference between sanitary (33') and storm sewer (65') mini pile lengths when theoretically the tip elevation should be the same for both when the difference between invert elevations of said sanitary and storm sewers only averages 6ft.

DDC's Response:

The sanitary sewer pile depth has been revised to 58'. Please see sheets MPP1- MPP9

Question #36:

Please clarify no payment shall be made for temporary asphalt for all sewers, catch basins and catch basin connections per MPT Stage IV.

DDC's Response:

No separate payment shall be made for temporary asphalt in MPT Stages II- V. Please see revised sheets MPP3-MPP6.

Question #37:

The utility drawings indicate that the existing sanitary sewers shall be removed on 14th Road, 15th Road, 16th Road and 17th Road during new sanitary sewer construction. Please clarify whether said existing sewers were constructed on piles or provide record drawings of said existing sanitary sewers.

DDC's Response:

Sewer records do not indicate existing sanitary sewers on piles, but if piles are found, only the sewers are to be removed/abandoned as directed and approved by the Engineer. The piles are to be cut to required elevations. The price of such pile cutting must be deemed included in the price of the new sanitary sewer.

Question #38:

Private Property Restoration Special Details – 1 (Detail PPR10 – 2) calls out proposed asphalt surface consisting of 4" Asphalt Mixture (Item # 4.02CB) but this detail is not in the Private Property Restoration Table and Notes (1-4) or the Private Property Restoration Plan (1-4). Please Advise.

DDC's Response:

Final private property restoration materials are to be coordinated with the homeowner as mentioned on PPR1 Note 20. Asphalt can be used in place of concrete (detail PPR10-1).

Question #39:

Private Property Restoration Table and Notes (1-4) calls out removal of Pavers, Wall, and Planter, but the Private Property Restoration Plan (1-4) does not show these removals. Please advise.

DDC's Response:

Private property restoration plans (1-4) shows proposed work. Please refer to tables for removals.

Question #40:

Please Provide Lift Manufacturer name for Vertical Lift Modifications scope of work.

DDC's Response:

List of lift manufacturer is not available and please be advised that vertical lift manufacturers will vary by home. Contractor is to provide shop drawings for approval by the Engineer to modify vertical lifts.

Question #41:

Contract Drawings U2, U4, U6, and U8 depict a 10" D.I.P. Class 56 Sanitary Sewer on Concrete Cradle on Mini-Piles as part of the proposed work. There is no bid item given which is associated with this work. Please advise the payment bid item for furnishing and installing a 10" D.I.P. Class 56 Sanitary Sewer on Concrete Cradle on Mini-Piles. Please provide us with a proper bid item for the cost of the 10" D.I.P. Class 56 Sanitary Sewer on Concrete Cradle on Mini-Piles.

DDC's Response:

Sanitary Sewer on Sheets U2, U4, U6, & U8 were incorrectly called out. Please refer to U2, U4, U6, & U8 for correction.

Question #42:

Table 8, Groundwater Quality, within the "Phase II Subsurface Corridor Investigation" indicates a total suspended solids value which exceeds the NYCDEP limit for sample TWP-01. Please clarify the location of this temporary well point. Please advise on the use of this value for design purposes across the project.

DDC's Response:

TWP well locations are shown on Figure 2 of the Phase II report. More specifics on the location of the boring is indicated under section 3.1 of the Phase II report.

Due to shallow groundwater table, it is likely that dewatering will be required throughout construction duration. The sampling results is to aid the contractor in making determinations regarding appropriate pretreatment methods required during dewatering.

Question #43:

For item 8.01 W2, "Sampling and Testing of Contaminated Water", the quantity appears to be unusually high. Please confirm that 1,248 sets is correct for the 48 month duration of the project.

DDC's Response:

During Broad Channel Project - Phase I groundwater contamination was encountered, and extensive sampling was needed. Therefore, additional sets are included for this project as contingency.

Question #44:

Please advise if the Contractor is responsible for treating any existing contaminated water sources. Please also advise if the Contractor is responsible for disposing any existing contaminated water. If so for either case, please advise the pay item.

DDC's Response:

Please refer to Item 8.01 W1 under 'Specifications for Handling, Transportation and Disposal of Non-Hazardous and Potentially Hazardous Contaminated Materials.' This item will cover removal, treatment and disposal/discharge of contaminated water.

Question #45:

Drawing M5 section B-B for W15/17 streets indicates existing sanitary sewer under new water main which contradict to other drawings. Please reconcile.

DDC's Response:

Location of existing sanitary sewer on sheet M5 has been revised. Please see revised M5 drawing.

Question #46:

Drawing D1 provides the table of standard and reference drawings. Does it mean that any standard drawing not listed in this table is not applicable?

DDC's Response:

Standard drawings if not listed in the table is still applicable.

Question #47:

Special shallow manhole note refers to standard drawing SE38 which is not listed on the table on the same drawing. Similar is for note 9 on drawing D3.

DDC's Response:

Table of standard drawings and table has been revised. Please refer to D1.

Question #48:

Drawing BH7 note 2 – what are structural boundaries?

DDC's Response:

Note 2 is very clear about the boundaries to be verified by contractor in the field.

Question #49:

Drawing TS2 West 14/16 section note 1 state that piles under catch basins are not indicated. Are piles required for catch basins?

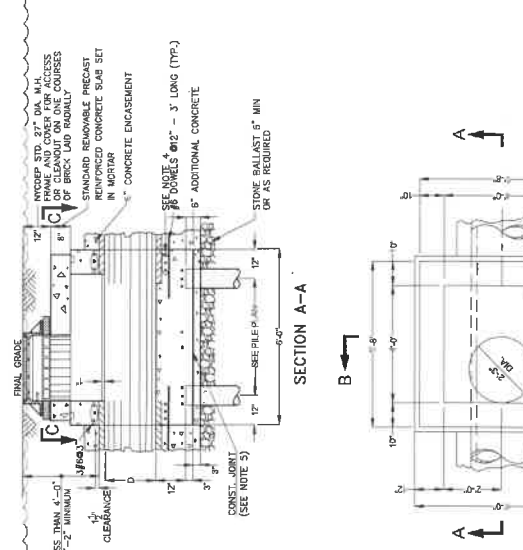
DDC's Response:

Catch basins are not set on piles, note has been removed. Please refer to T2 for revisions.

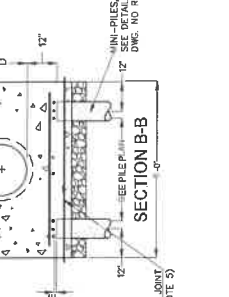
STANDARDS AND REFERENCE DRAWINGS

THESE DRAWINGS ARE INTENDED TO BE USED AS A GUIDE ONLY. ANY CHANGES TO THESE DRAWINGS SHALL BE MADE AS PART OF THESE CONTRACT DOCUMENTS.

DRAWING NO.	REVISION	DESCRIPTION	AGENCY
101			NY
102			NY
103			NY
104			NY
105			NY
106			NY
107			NY
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110			NY
111			NY
112			NY
113			NY
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196			NY
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198			NY
199			NY
200			NY



SPECIAL SHALLOW MANHOLE NO. 4 ON 18" DIA. TO 24" DIA. NOTES:
 1. WHEN LEGAL GRADE IS BELOW FINAL GRADE SEE BENDER STANDARD
 2. MINIMUM COVER SHALL BE MAINTAINED AT ALL TIMES
 3. CONCRETE IS TO BE CLASS 40 PERMS-GRADE 60.
 4. FOR ALL PIPE SIZES COVERED (18 INCHES IN DIAMETER AND
 GREATER ASSUME 3/8" COVER ABOVE AND BELOW THE PIPE.
 5. PROVIDE SUFFICIENT COVER UNLESS INDICATED OTHERWISE
 6. THE MANHOLE FRAME AND COVER SHALL BE IN ACCORDANCE WITH
 SPECIFICATION.
 7. PAVEMENT FOR SPECIAL SHALLOW MANHOLE INSTALLED COMPLETE WITH
 MANHOLE FRAME AND COVER SHALL BE MADE UNDER ITEM NO.
 8. PAVEMENT FOR MINI-PILE SHALL BE MADE SEPARATELY UNDER ITEM
 NO. 70138M.



NO.	DATE	DESCRIPTION	BY	APPROVED
1	08/11/2018	INITIAL DESIGN

ROOF PLAN
 SPECIAL SHALLOW MANHOLE NO. 4 ON 18" DIA. TO 24" DIA.
 PIPE SEWERS ON PILES IN WET LOCATION
 ITEM NO. 51.21.W001000W
 N.Y.C.

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

SCALE
 AS SHOWN

DRAWN BY: ...
 OADR FILE#: 20180448

DATE: 08/11/2018

FINAL DESIGN PREPARED BY:
 NAME OF CONSULTANT: ...
 SIGNATURE:

TOPOGRAPHIC SURVEY PREPARED BY:
 NAME OF CONSULTANT: ...
 SIGNATURE:
 LICENSED LAND SURVEYOR

BROAD CHANNEL STREETS AND BULKHEADS
 WEST 14. TO WEST 17 STARS FROM CROSS-BAY BULKHEAD TO BULKHEADS
 PROJECT ID: HWQ1182B DATE: 08/11/2018 SHEET: 7 OF 123 DT

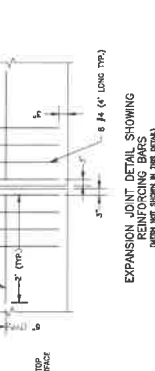
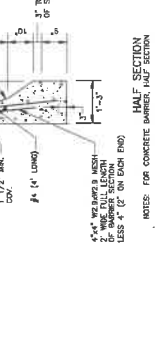
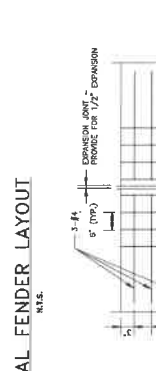
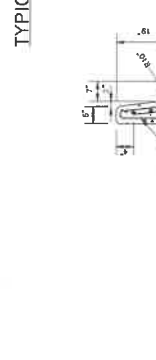
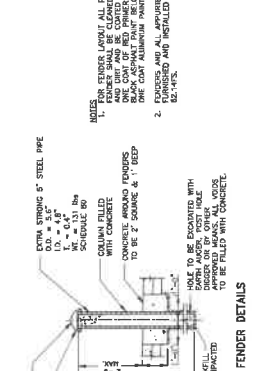
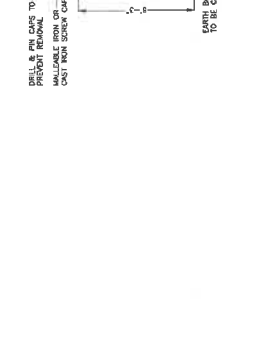
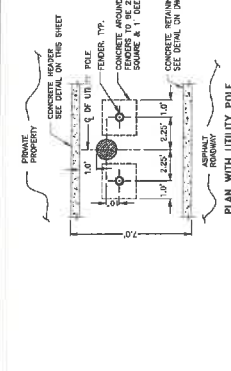
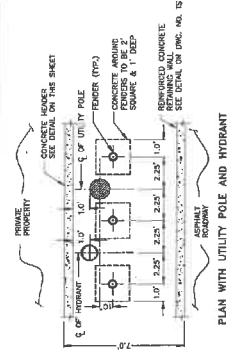


TABLE 1

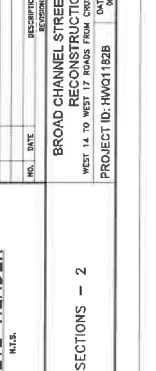
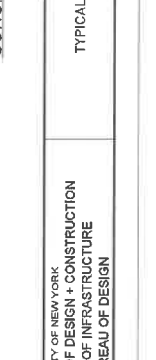
STREET	SIA	DISTANCE "X"
W 12TH RD	12100	17.1'
W 13TH RD	12200	18.5'
W 14TH RD	12300	17.1'
W 15TH RD	12400	16.4'
W 16TH RD	12500	20.5'

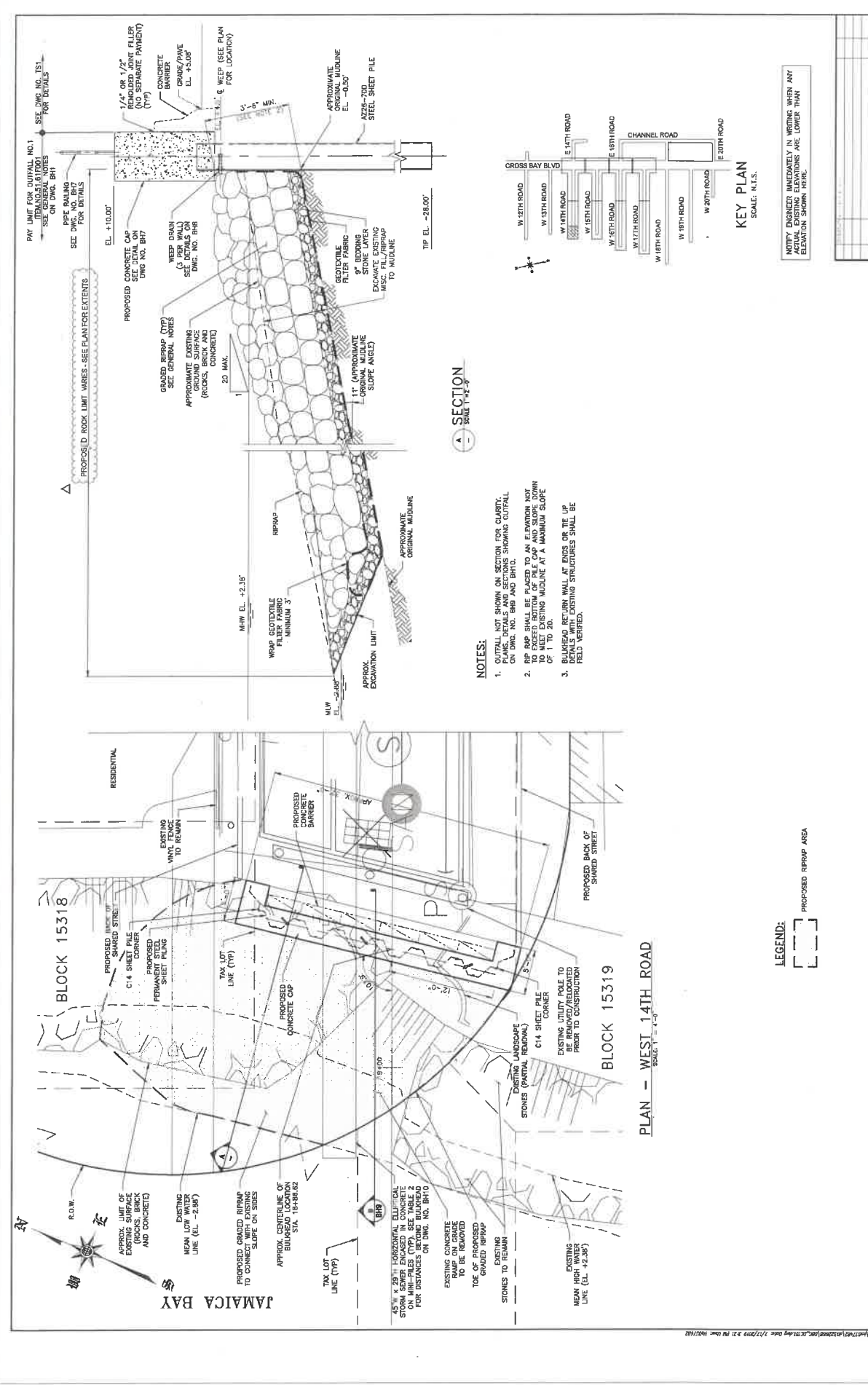
TABLE 2

STREET	SPORT SIZE	SECTION TYPE	STATION TO STATION
W 14TH RD	36" X 24"	HORIZONTAL, RECTANGULAR	11493.25 TO 11493.25
W 14TH RD	36" X 24"	HORIZONTAL, RECTANGULAR	11493.25 TO 11493.25
W 14TH RD	48" X 30"	HORIZONTAL, ELIPTICAL	11493.25 TO 11493.25
W 14TH RD	48" X 30"	CIRCULAR	11493.25 TO 11493.25
W 16TH RD	36" X 24"	HORIZONTAL, RECTANGULAR	11493.25 TO 11493.25
W 16TH RD	48" X 30"	HORIZONTAL, ELIPTICAL	11493.25 TO 11493.25
W 16TH RD	48" X 30"	CIRCULAR	11493.25 TO 11493.25

TABLE 3

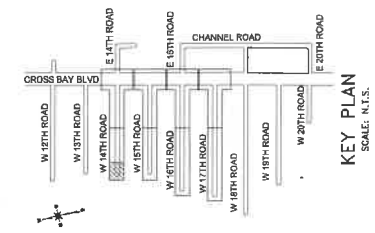
STREET	SPORT SIZE	SECTION TYPE	STATION TO STATION
W 14TH RD	36" X 24"	HORIZONTAL, RECTANGULAR	11493.25 TO 11493.25
W 14TH RD	36" X 24"	HORIZONTAL, RECTANGULAR	11493.25 TO 11493.25
W 14TH RD	48" X 30"	HORIZONTAL, ELIPTICAL	11493.25 TO 11493.25
W 14TH RD	48" X 30"	CIRCULAR	11493.25 TO 11493.25
W 16TH RD	36" X 24"	HORIZONTAL, RECTANGULAR	11493.25 TO 11493.25
W 16TH RD	48" X 30"	HORIZONTAL, ELIPTICAL	11493.25 TO 11493.25
W 16TH RD	48" X 30"	CIRCULAR	11493.25 TO 11493.25





SECTION
SCALE 1" = 2'-0"

- NOTES:**
- OUTFALL NOT SHOWN ON SECTION FOR CLARITY. PLANS, DETAILS AND SECTIONS SHOWING OUTFALL ON DWG. NO. 888 AND BHTD.
 - RIP RAP SHALL BE PLACED TO AN ELEVATION NOT LOWER THAN THE ORIGINAL GROUND SURFACE TO MEET EXISTING MODULINE AT A MAXIMUM SLOPE OF 1 TO 20.
 - BULKHEAD RETURN WALL AT ENDS OR THE UP END SHALL BE CONSTRUCTED WITH EXISTING STRUCTURES SHALL BE FIELD VERIFIED.



NOTIFY ENGINEER IMMEDIATELY IN WRITING WHEN ANY ACTUAL EXISTING ELEVATIONS ARE LOWER THAN ELEVATION SHOWN HERE.

NO.	DATE	DESCRIPTION	BY	APPROV.

BULKHEAD PLAN AND SECTION -- 1
(WEST 14TH ROAD)

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

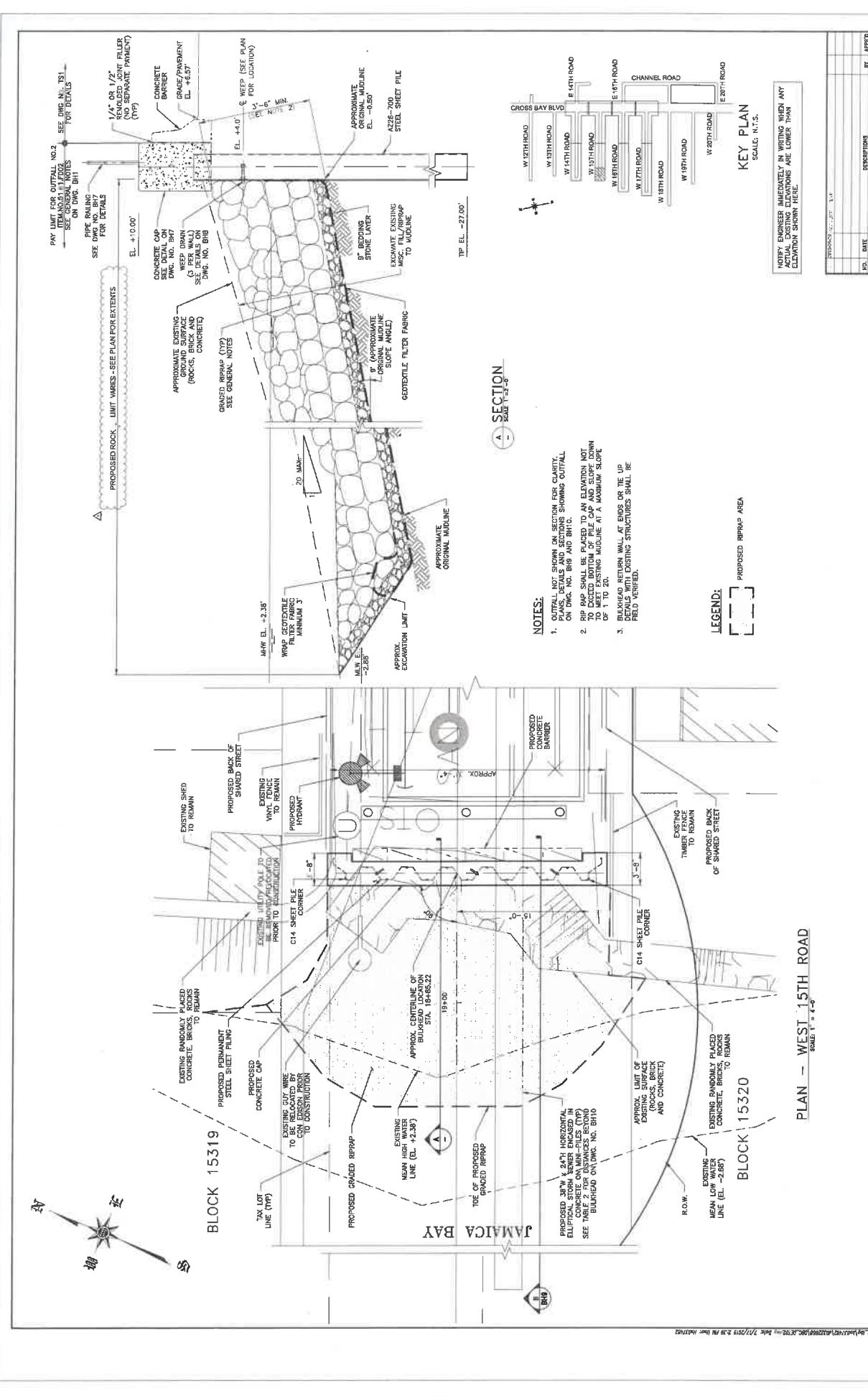
SCALE AS SHOWN

DRAWN BY: M. G. Acosta
CHECKED BY: J. B. [unclear]
DATE: [unclear]

FINAL DESIGN PREPARED BY:
CERM. PELL, INC.
NAME OF CONSULTANT

TOPOGRAPHIC SURVEY PREPARED BY:
575 WEST 140TH STREET
MIDWOOD, NEW YORK
UNDESIGNED LAND SURVEYOR

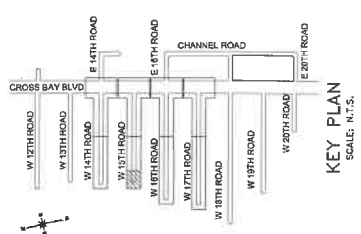
PROJECT ID: HN011828
DATE: 08/22/2019
SHEET: 18
OF: 123



PLAN - WEST 15TH ROAD
SCALE: 1" = 4'-0"

SECTION
SCALE: 1" = 3'-0"

- NOTES:**
1. OUTFALL NOT SHOWN ON SECTION FOR CLARITY. SEE DRAWING NO. B110 AND B111 FOR DETAILS.
 2. RIP RAP SHALL BE PLACED TO AN ELEVATION NOT TO EXCEED BOTTOM OF PILE CAP AND SLOPE DOWN TO MEET EXISTING MUDLINE AT A MAXIMUM SLOPE OF 2:1.
 3. BULKHEAD PILE WALL AT BARS OR THE UP DETAILS WITH EXISTING STRUCTURES SHALL BE FIELD VERIFIED.



NOTIFY ENGINEER IMMEDIATELY IN WRITING WHEN ANY ACTUAL EXISTING ELEVATIONS ARE LOWER THAN ELEVATION SHOWN HERE.

NO.	DATE	DESCRIPTION	BY	APP'D

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

SCALE AS SHOWN

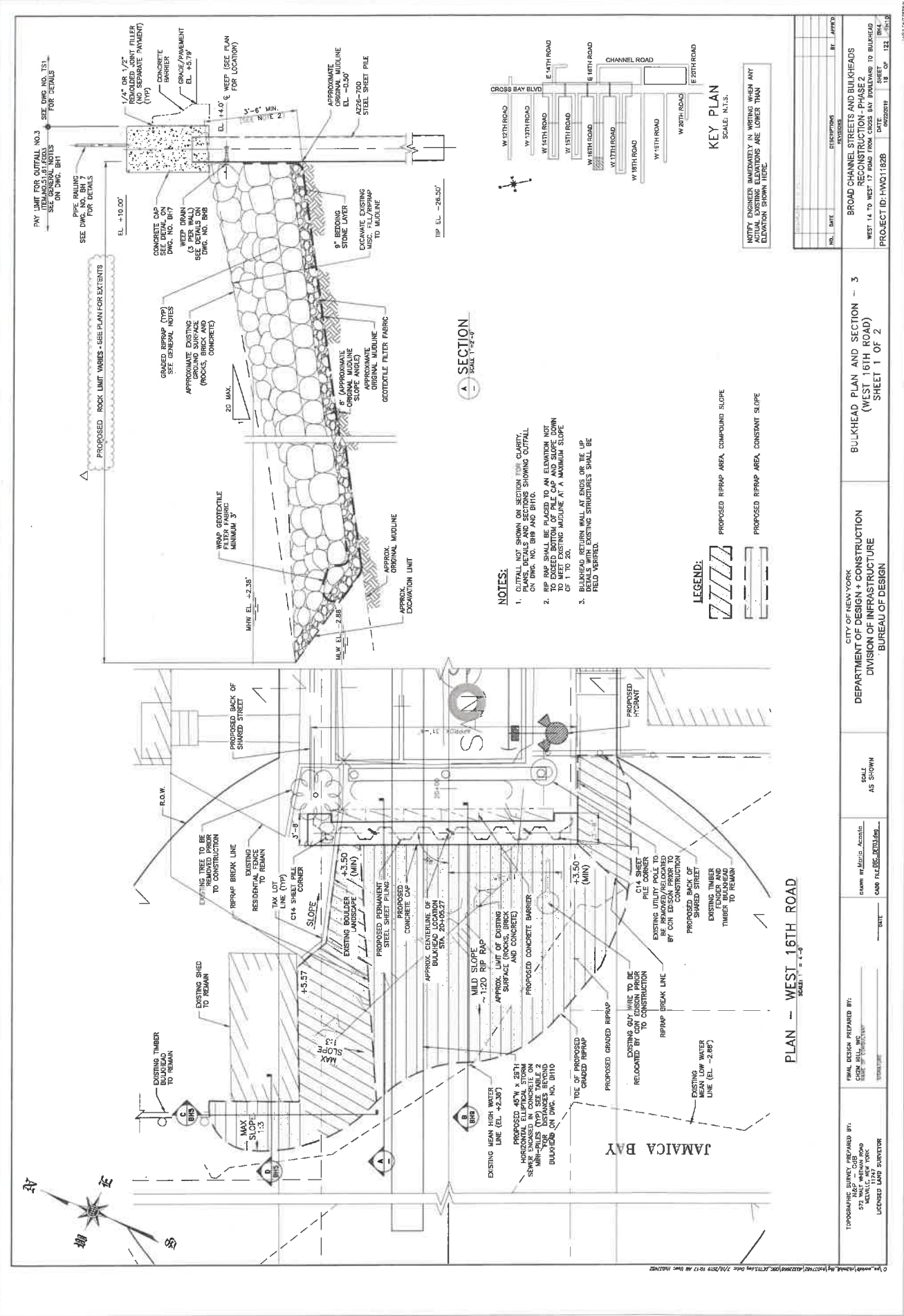
DRAWN BY: Mario Acosta
CADD FILE: 15C_15319.dwg

FINAL DESIGN PREPARED BY:
CH2M HILL, INC.
DATE OF PREPARATION: _____
DATE: _____

TOPOGRAPHIC SURVEY PREPARED BY:
CH2M HILL, INC.
DATE OF SURVEY: _____
DATE: _____
LICENSED SURVEYOR

BULKHEAD PLAN AND SECTION - 2
(WEST 15TH ROAD)
BROAD CHANNEL STREETS AND BULKHEADS
RECONSTRUCTION - PHASE 2
WEST 14 TO WEST 21ST STREETS FROM 15TH TO 18TH STS.
PROJECT ID: HWQ1182B
DATE: 02/20/13
17 OF 122 SHEETS

90171-02/20/13

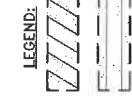


PLAN - WEST 16TH ROAD
SCALE: 1" = 4'-0"



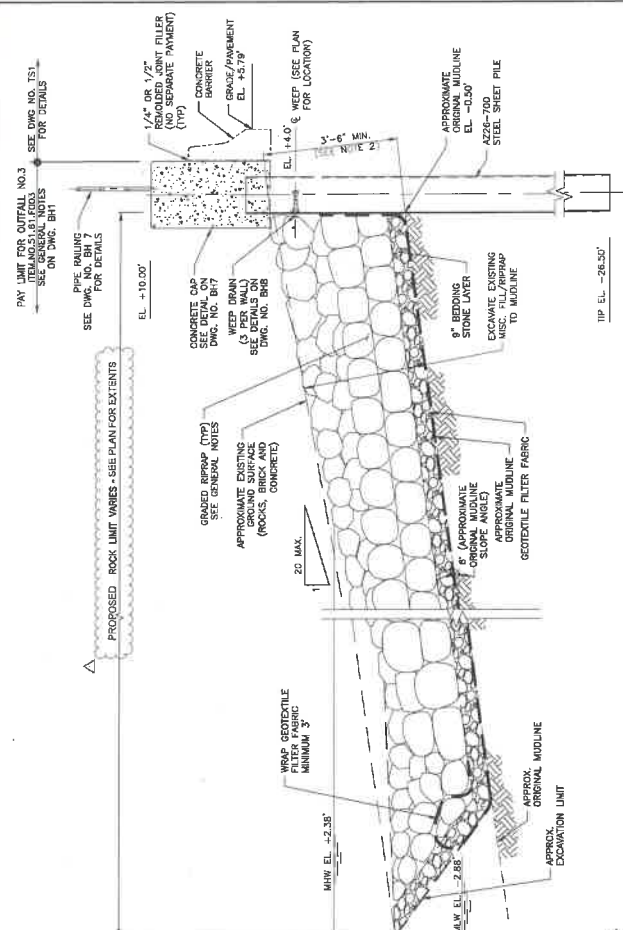
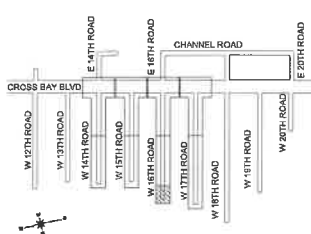
SECTION
SCALE: 1" = 2'-0"

- NOTES:**
1. OUTFALL NOT SHOWN ON SECTION FOR CLARITY. PLANS, DETAILS AND SECTIONS SHOWING OUTFALL ON DWG. NO. B19 AND B10.
 2. RIP RAP SHALL BE PLACED TO AN ELEVATION NOT EXCEEDING THE ELEVATION OF THE EXISTING MOUND TO MEET EXISTING MOUNDLINE AT A MAXIMUM SLOPE OF 1 TO 20.
 3. BULKHEAD RETURN WALL AT ENDS OR THE UP DETAILS WITH EXISTING STRUCTURES SHALL BE FIELD MATCHED.



PROPOSED RIPRAP AREA, COMPOUND SLOPE
PROPOSED RIPRAP AREA, CONSTANT SLOPE

KEY PLAN
SCALE: N.T.S.



NO.	DATE	DESCRIPTION	BY	APP'D

BROAD CHANNEL STREETS AND BULKHEADS RECONSTRUCTION - PHASE 2
WEST 14 TO WEST 17 ROAD FROM CROSS BAY BOULEVARD TO BULKHEAD
PROJECT ID: HW01182B
DATE: 02/22/2019
SHEET NO: 18 OF 122

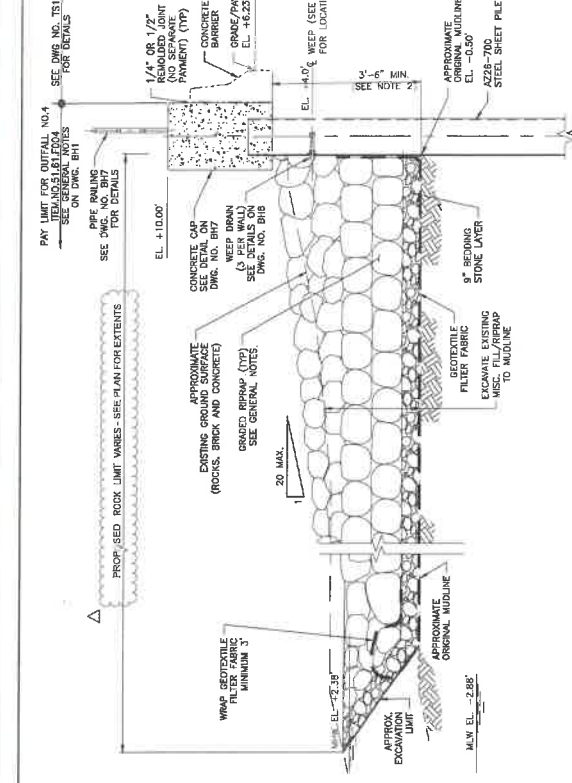
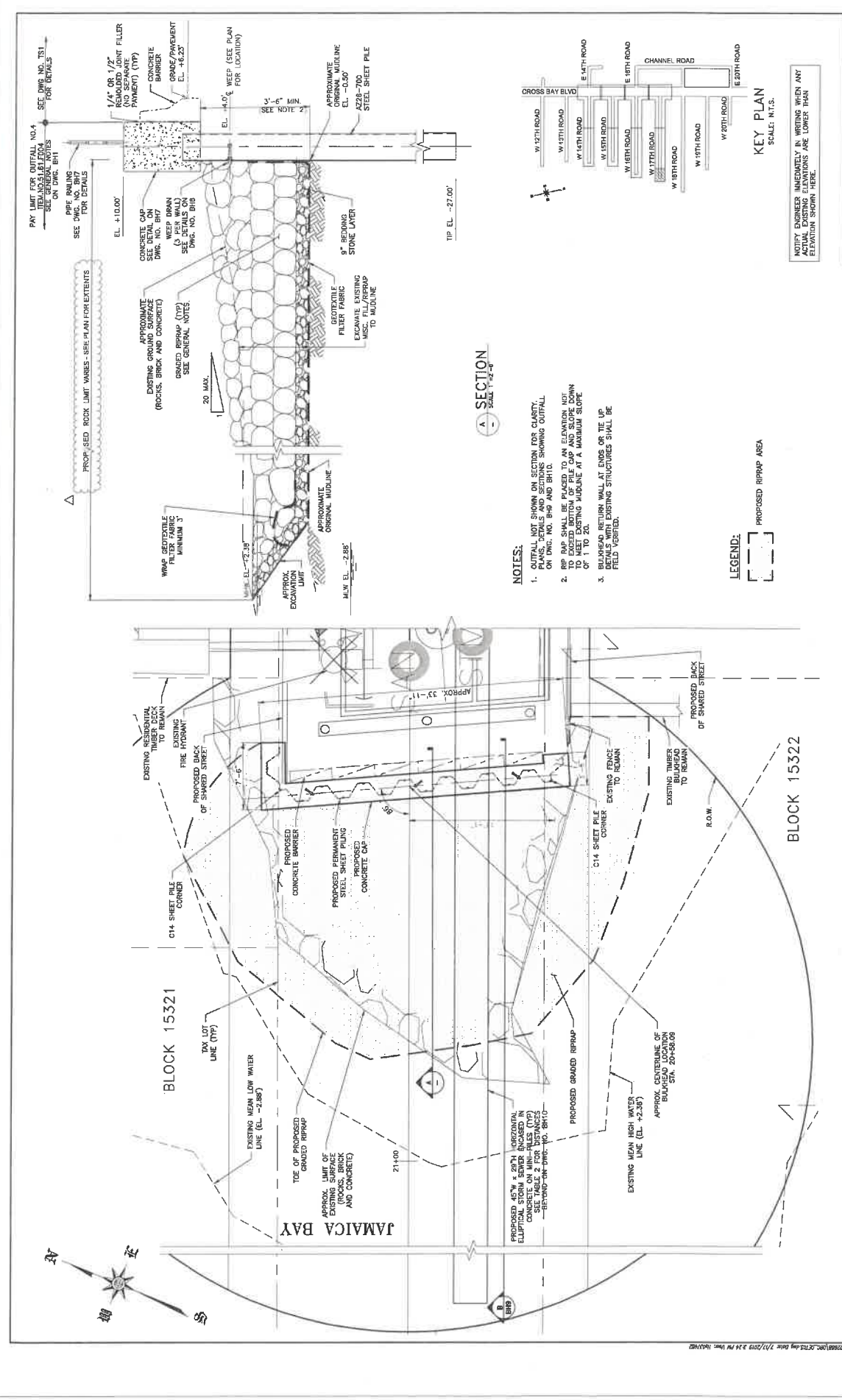
CITY OF NEW YORK
DEPARTMENT OF DESIGN + CONSTRUCTION
DIVISION OF INFRASTRUCTURE
BUREAU OF DESIGN

SCALE: AS SHOWN

NAME: Mr. Mario Acosta
JOB NO: 1803-0000-0000-0000

DESIGN PREPARED BY:
CHEM BRILL, INC.
DATE: 02/22/2019

TOPOGRAPHIC SURVEY PREPARED BY:
MCP ENGINEERS, INC.
DATE: 02/22/2019



NOTES:

1. OUTFALL NOT SHOWN ON SECTION FOR CLARITY. SEE GENERAL NOTES SHOWING OUTFALL ON DWG. NO. 849 AND 810.
2. RIP RAP SHALL BE PLACED TO AN ELEVATION NOT TO EXCEED BOTTOM OF FILE CAP AND SLOPE DOWN TO MEET EXISTING MUDLINE AT A MAXIMUM SLOPE OF 2%.
3. STAKES WITHIN WALL OF DMS OR 18\"/>

LEGEND:

- PROPOSED RIPRAP AREA

SECTION A-A
SCALE: 1" = 2'-0"

KEY PLAN
SCALE: N.T.S.

NOTIFY ENGINEER IMMEDIATELY IN WRITING WHEN ANY ACTUAL EXISTING ELEVATIONS ARE LOWER THAN ELEVATION SHOWN HERE.

NO.	DATE	REVISIONS	APPROVED

PROJECT ID: HW011828 DATE: 05/25/2018 SHEET 20 OF 128

BULKHEAD PLAN AND SECTION -- 5
(WEST 17TH ROAD)

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

FINAL DESIGN PREPARED BY:
CIVIL ENGINEER
NAME OF FUNDING AGENCY
DATE

TOPOGRAPHIC SURVEY PREPARED BY:
572 WEST 17TH ROAD
NEW YORK, NY 10011
LICENSED LAND SURVEYOR

DESIGNED BY: [Signature]

DRAWN BY: [Signature]

CHECKED BY: [Signature]

DATE: [Date]

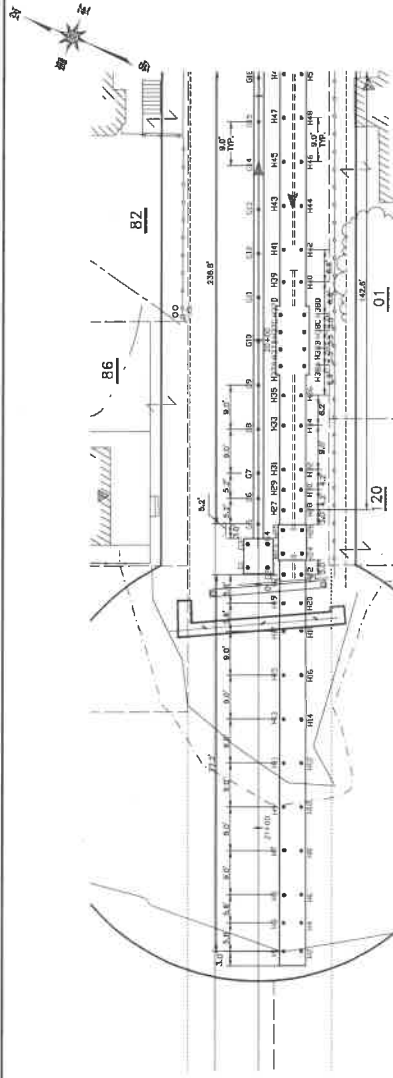
SCALE: 1" = 2'-0"

DATE: 05/25/2018

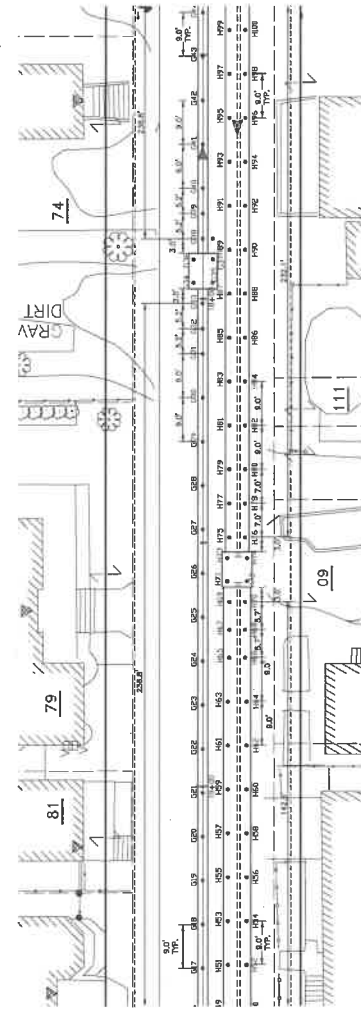
DATE: 05/25/2018

DATE: 05/25/2018

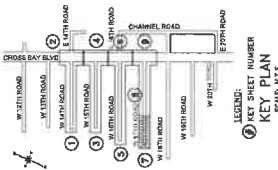
DATE: 05/25/2018



WEST 177TH ROAD MINI-PILE LAYOUT PLAN STATION 19+45 TO 19+50 SCALE 1"=40'



WEST 177TH ROAD MINI-PILE LAYOUT PLAN STATION 19+45 TO 19+40 SCALE 1"=40'



TOPOGRAPHIC SURVEY PREPARED BY: M/S/ MAP - GRIFFIN AND ASSOCIATES INC. 155 WEST 114TH STREET, NEW YORK, NY 10028. LICENSED LAND SURVEYOR.

SCALE: 1" = 10'

DRAWN BY: DATE: 08/26/2019

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

TABLE NO. 13 APPROXIMATE ELEVATIONS / OFFSETS OF PILES. Columns: PILE ID, STA., OFFSET (FT) OF TOP OF PILE, APPROX. ELEVATION OF TOP OF PILE, APPROX. ELEVATION OF BOTTOM OF PILE.

TABLE NO. 14 APPROXIMATE ELEVATIONS / OFFSETS OF PILES. Columns: PILE ID, STA., OFFSET (FT) OF TOP OF PILE, APPROX. ELEVATION OF TOP OF PILE, APPROX. ELEVATION OF BOTTOM OF PILE.

TABLE NO. 15 APPROXIMATE ELEVATIONS / OFFSETS OF PILES. Columns: PILE ID, STA., OFFSET (FT) OF TOP OF PILE, APPROX. ELEVATION OF TOP OF PILE, APPROX. ELEVATION OF BOTTOM OF PILE.

TABLE NO. 16 APPROXIMATE ELEVATIONS / OFFSETS OF PILES. Columns: PILE ID, STA., OFFSET (FT) OF TOP OF PILE, APPROX. ELEVATION OF TOP OF PILE, APPROX. ELEVATION OF BOTTOM OF PILE.

PROJECT INFORMATION: PROJECT ID: HW01182B, DATE: 8/26/2019, SHEET 46 OF 122. Includes a table for descriptions, dates, and approvers.

BROAD CHANNEL STREETS AND BULKHEAD RECORD DRAWING PHASE II: WEST 174 TO WEST 177TH STREETS AND BULKHEADS



TABLE NO. 12 APPROXIMATE ELEVATIONS (DEPTH OF PILES)
 (DEPTH (FT) OF ROAD PILE) (DEPTH OF PILE)
 (DEPTH OF PILE) (DEPTH OF PILE)

PILE NO.	STA.	DEPTH OF PILE (FT)	DEPTH OF PILE (FT)	DEPTH OF PILE (FT)
H179	14472.04	5.54	0.31	65
H180	14472.04	7.00	0.31	65
H181	14472.04	5.00	0.32	65
H182	14472.04	7.00	0.32	65
H183	14472.04	7.00	0.32	65
H184	14472.04	7.00	0.31	65
H185	14472.04	4.92	0.34	65
H186	14472.04	8.92	0.34	65
H187	14472.04	8.92	0.33	65
H188	14472.04	6.92	0.35	65
H189	14472.04	6.92	0.35	65
H190	14472.04	6.92	0.35	65
H191	14472.04	6.92	0.35	65
H192	14472.04	6.92	0.35	65
H193	14472.04	6.92	0.35	65
H194	14472.04	6.92	0.35	65
H195	14472.04	6.92	0.35	65
H196	14472.04	6.92	0.35	65
H197	14472.04	6.92	0.35	65
H198	14472.04	6.92	0.35	65
H199	14472.04	6.92	0.35	65
H200	14472.04	6.92	0.35	65

TABLE NO. 13 APPROXIMATE ELEVATIONS (DEPTH OF PILES)
 (DEPTH (FT) OF ROAD PILE) (DEPTH OF PILE)
 (DEPTH OF PILE) (DEPTH OF PILE)

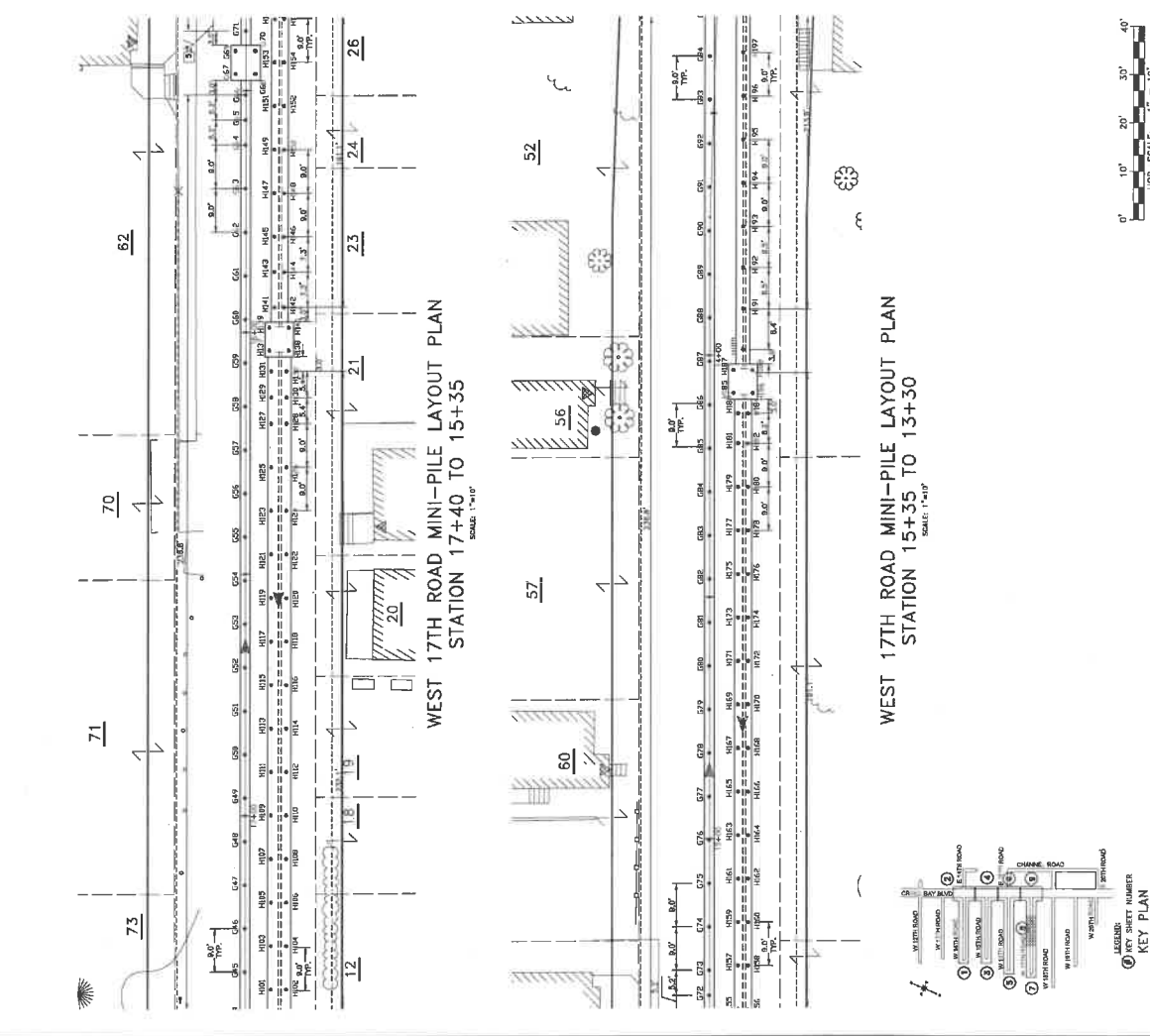
PILE NO.	STA.	DEPTH OF PILE (FT)	DEPTH OF PILE (FT)	DEPTH OF PILE (FT)
H201	14472.04	5.54	-0.44	65
H202	14472.04	6.51	-0.45	65
H203	14472.04	6.51	-0.45	65
H204	14472.04	6.51	-0.45	65
H205	14472.04	6.51	-0.45	65
H206	14472.04	6.51	-0.45	65
H207	14472.04	6.51	-0.45	65
H208	14472.04	6.51	-0.45	65
H209	14472.04	6.51	-0.45	65
H210	14472.04	6.51	-0.45	65
H211	14472.04	6.51	-0.45	65
H212	14472.04	6.51	-0.45	65
H213	14472.04	6.51	-0.45	65
H214	14472.04	6.51	-0.45	65
H215	14472.04	6.51	-0.45	65
H216	14472.04	6.51	-0.45	65
H217	14472.04	6.51	-0.45	65
H218	14472.04	6.51	-0.45	65
H219	14472.04	6.51	-0.45	65
H220	14472.04	6.51	-0.45	65

TABLE NO. 14 APPROXIMATE ELEVATIONS (DEPTH OF PILES)
 (DEPTH (FT) OF ROAD PILE) (DEPTH OF PILE)
 (DEPTH OF PILE) (DEPTH OF PILE)

PILE NO.	STA.	DEPTH OF PILE (FT)	DEPTH OF PILE (FT)	DEPTH OF PILE (FT)
H221	14472.04	6.51	-0.45	65
H222	14472.04	6.51	-0.45	65
H223	14472.04	6.51	-0.45	65
H224	14472.04	6.51	-0.45	65
H225	14472.04	6.51	-0.45	65
H226	14472.04	6.51	-0.45	65
H227	14472.04	6.51	-0.45	65
H228	14472.04	6.51	-0.45	65
H229	14472.04	6.51	-0.45	65
H230	14472.04	6.51	-0.45	65
H231	14472.04	6.51	-0.45	65
H232	14472.04	6.51	-0.45	65
H233	14472.04	6.51	-0.45	65
H234	14472.04	6.51	-0.45	65
H235	14472.04	6.51	-0.45	65
H236	14472.04	6.51	-0.45	65
H237	14472.04	6.51	-0.45	65
H238	14472.04	6.51	-0.45	65
H239	14472.04	6.51	-0.45	65
H240	14472.04	6.51	-0.45	65

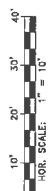
TABLE NO. 15 APPROXIMATE ELEVATIONS (DEPTH OF PILES)
 (DEPTH (FT) OF ROAD PILE) (DEPTH OF PILE)
 (DEPTH OF PILE) (DEPTH OF PILE)

PILE NO.	STA.	DEPTH OF PILE (FT)	DEPTH OF PILE (FT)	DEPTH OF PILE (FT)
H241	14472.04	6.51	-0.45	65
H242	14472.04	6.51	-0.45	65
H243	14472.04	6.51	-0.45	65
H244	14472.04	6.51	-0.45	65
H245	14472.04	6.51	-0.45	65
H246	14472.04	6.51	-0.45	65
H247	14472.04	6.51	-0.45	65
H248	14472.04	6.51	-0.45	65
H249	14472.04	6.51	-0.45	65
H250	14472.04	6.51	-0.45	65
H251	14472.04	6.51	-0.45	65
H252	14472.04	6.51	-0.45	65
H253	14472.04	6.51	-0.45	65
H254	14472.04	6.51	-0.45	65
H255	14472.04	6.51	-0.45	65
H256	14472.04	6.51	-0.45	65
H257	14472.04	6.51	-0.45	65
H258	14472.04	6.51	-0.45	65
H259	14472.04	6.51	-0.45	65
H260	14472.04	6.51	-0.45	65



WEST 17TH ROAD MINI-PILE LAYOUT PLAN
 STATION 17+40 TO 15+30
 SCALE: 1"=10'

WEST 17TH ROAD MINI-PILE LAYOUT PLAN
 STATION 15+30 TO 13+30
 SCALE: 1"=10'



1 SHEET OF 11 SHEETS (TOTAL SHEETS)

NO.	DATE	DESCRIPTION	BY	APP'D.
1		BROAD CHANNEL STREETS AND BULKHEAD RECONSTRUCTION - PHASE 2 WEST 14 TO WEST 17TH ST. TO BULKHEADS		
PROJECT ID: HWCI11628				DATE: 09/20/09
				# OF 12: 46
				# OF 12: 46

MINI-PILE PLAN - 8
 (WEST 17TH ROAD)

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

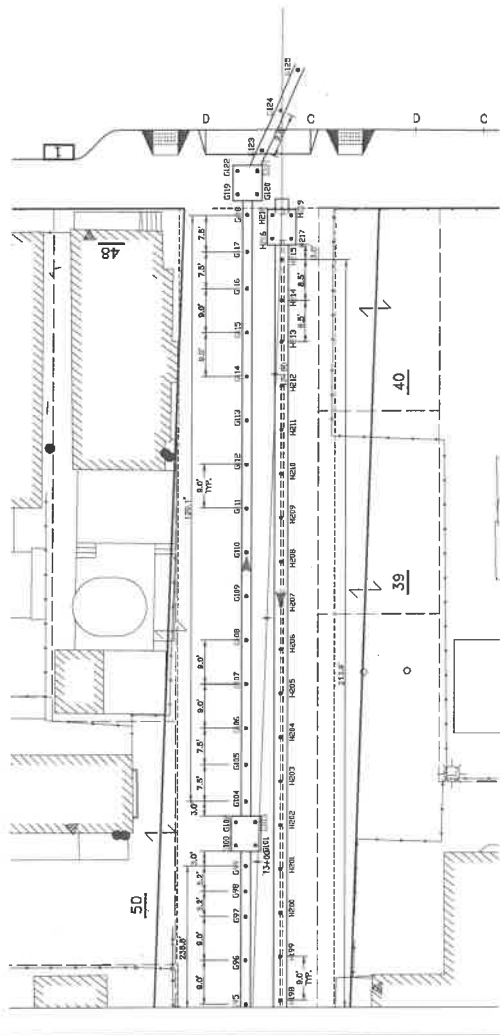
SCALE: 1" = 10'

DATE: 09/20/09

DESIGN PREPARED BY: [Name]
 DATE OF CONSTRUCTION: [Date]
 CHECKED BY: [Name]
 DATE: [Date]

TOPOGRAPHIC SURVEY PREPARED BY: [Name]
 MAP NO.: [Number]
 DATE: [Date]
 CHECKED LAND SURVEYOR: [Name]

LEGEND:
 (Symbol) KEY SHEET NUMBER
 (Symbol) KEY PLAN



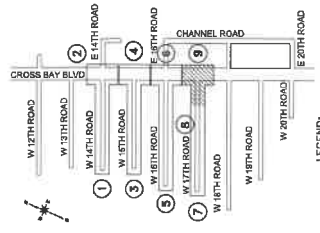
WEST 17TH ROAD MINI-PILE LAYOUT PLAN
STATION 13+30 TO 11+25
SCALE: 1"=10'

TABLE NO. 13 APPROXIMATE ELEVATIONS / OFFSETS OF PILES

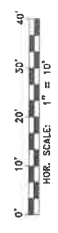
PILE ID	STA.	OFFSET (FT)	APPROX. ELEVATION OF PILE TOP (FT)	APPROX. ELEVATION OF PILE BOTTOM (FT)
095	13+02.50	1.50	4.33	2.7
096	13+02.50	1.50	4.33	2.7
097	13+11.56	2.09	4.33	2.7
098	13+06.17	2.75	4.33	2.7
099	13+00.09	2.44	4.41	2.8
100	13+06.39	4.44	4.44	2.8
101	13+02.50	4.74	4.45	2.8
102	13+02.50	0.74	4.45	2.8
103	13+07.78	2.88	4.49	2.8
104	13+07.78	2.88	4.49	2.8
105	13+07.78	2.88	4.49	2.8
106	13+07.78	2.88	4.49	2.8
107	13+07.78	2.88	4.49	2.8
108	13+07.78	2.88	4.49	2.8
109	13+07.78	2.88	4.49	2.8
110	13+07.78	2.88	4.49	2.8
111	13+07.78	2.88	4.49	2.8
112	13+07.78	2.88	4.49	2.8
113	13+07.78	2.88	4.49	2.8
114	13+07.78	2.88	4.49	2.8
115	13+07.78	2.88	4.49	2.8
116	13+07.78	2.88	4.49	2.8
117	13+07.78	2.88	4.49	2.8
118	13+07.78	2.88	4.49	2.8
119	13+07.78	2.88	4.49	2.8
120	13+07.78	2.88	4.49	2.8
121	13+07.78	2.88	4.49	2.8
122	13+07.78	2.88	4.49	2.8
123	13+07.78	2.88	4.49	2.8
124	13+07.78	2.88	4.49	2.8
125	13+07.78	2.88	4.49	2.8

TABLE NO. 14 APPROXIMATE ELEVATIONS / OFFSETS OF PILES

PILE ID	STA.	OFFSET (FT)	APPROX. ELEVATION OF PILE TOP (FT)	APPROX. ELEVATION OF PILE BOTTOM (FT)
1088	12+58.25	2.03	1.34	0.5
1089	12+58.25	2.03	1.34	0.5
1090	12+58.25	2.03	1.34	0.5
1091	12+58.25	2.03	1.34	0.5
1092	12+58.25	2.03	1.34	0.5
1093	12+58.25	2.03	1.34	0.5
1094	12+58.25	2.03	1.34	0.5
1095	12+58.25	2.03	1.34	0.5
1096	12+58.25	2.03	1.34	0.5
1097	12+58.25	2.03	1.34	0.5
1098	12+58.25	2.03	1.34	0.5
1099	12+58.25	2.03	1.34	0.5
1100	12+58.25	2.03	1.34	0.5
1101	12+58.25	2.03	1.34	0.5
1102	12+58.25	2.03	1.34	0.5
1103	12+58.25	2.03	1.34	0.5
1104	12+58.25	2.03	1.34	0.5
1105	12+58.25	2.03	1.34	0.5
1106	12+58.25	2.03	1.34	0.5
1107	12+58.25	2.03	1.34	0.5
1108	12+58.25	2.03	1.34	0.5
1109	12+58.25	2.03	1.34	0.5
1110	12+58.25	2.03	1.34	0.5
1111	12+58.25	2.03	1.34	0.5
1112	12+58.25	2.03	1.34	0.5
1113	12+58.25	2.03	1.34	0.5
1114	12+58.25	2.03	1.34	0.5
1115	12+58.25	2.03	1.34	0.5
1116	12+58.25	2.03	1.34	0.5
1117	12+58.25	2.03	1.34	0.5
1118	12+58.25	2.03	1.34	0.5
1119	12+58.25	2.03	1.34	0.5
1120	12+58.25	2.03	1.34	0.5
1121	12+58.25	2.03	1.34	0.5
1122	12+58.25	2.03	1.34	0.5
1123	12+58.25	2.03	1.34	0.5
1124	12+58.25	2.03	1.34	0.5
1125	12+58.25	2.03	1.34	0.5
1126	12+58.25	2.03	1.34	0.5
1127	12+58.25	2.03	1.34	0.5
1128	12+58.25	2.03	1.34	0.5
1129	12+58.25	2.03	1.34	0.5
1130	12+58.25	2.03	1.34	0.5



LEGEND:
 (1) KEY SHEET NUMBER
 SCALE: N.T.S.



NO.	DATE	DESCRIPTION	BY	APPROV.

BROAD CHANNEL STREETS AND BULKHEAD
 RECONSTRUCTION - PHASE 2
 WEST 14 TO WEST 19 PILES FROM BAY BLVD TO BULKHEAD
 PROJECT ID: HW011828
 DATE: 08/20/19
 SHEET 47 OF 122

MINI-PILE PLAN - 9
 (WEST 17TH ROAD)

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

SCALE
 1" = 10'

FINAL DESIGN PREPARED BY:
 NYC
 NAME OF CONTRIBUTOR
 TITLE

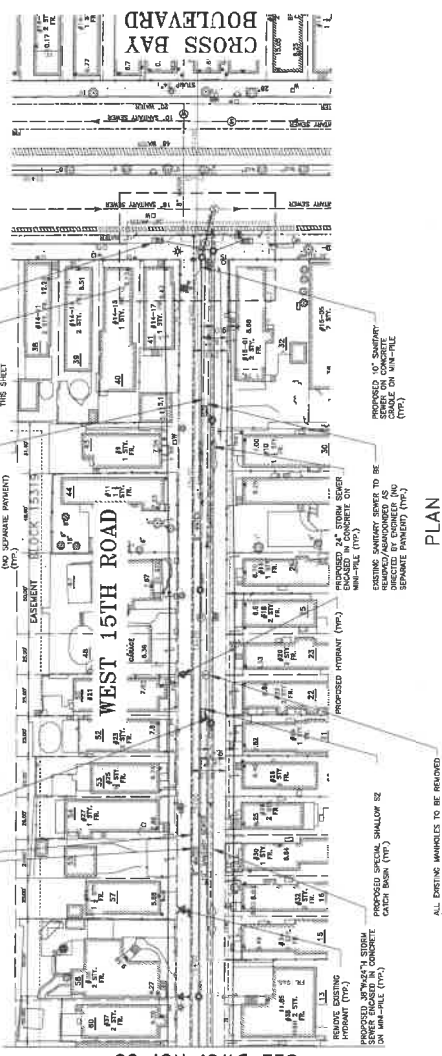
TOPOGRAPHIC SURVEY PREPARED BY:
 NYS
 NAME OF SURVEYOR
 LICENSED LAND SURVEYOR

NORMAL SIDE OF WEST 15TH ROAD
 ESTIMATE 285 FT. 6" D.I.P. WATER MAIN TO BE RECONNECTED (NO SEPARATE PAYMENT)
 ESTIMATE 13 EACH 6" E.S.V.P. SPINE FOR HOUSE CONNECTION ON 10" E.S.V.P.
 SANITARY SEWER --- NEW 32.2109812

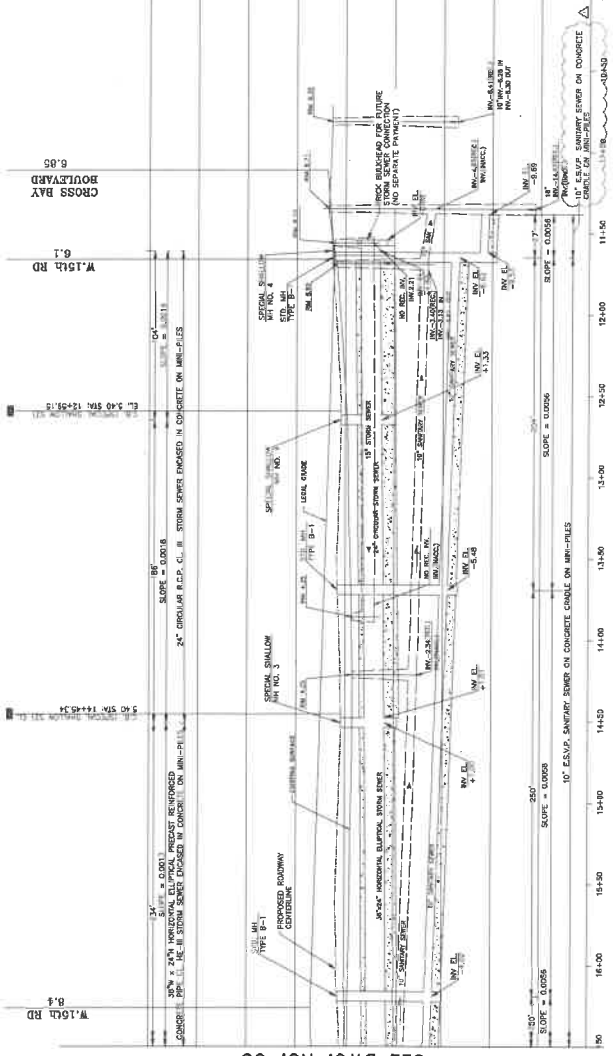
PROPOSED 6" D.I.P. WATER MAIN (TYP.)
 EXISTING 8" D.I.P. WATER MAIN TO BE RECONNECTED (NO SEPARATE PAYMENT)
 (TYP.)

EXISTING STORM SEWER TO BE RECONNECTED/ABANDONED (NO SEPARATE PAYMENT)
 (TYP.)

PROPOSED TYPE 1 CATCH BASIN WITH CHUBB PIECE (TYP.) ON THIS STREET



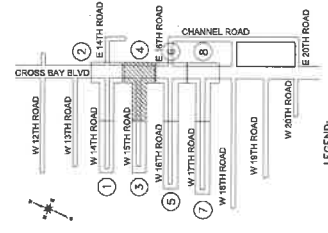
PLAN
 SCALE: 1"=40'



SEWER PROFILE ALONG WEST 15TH ROAD
 ROAD WIDTH: 11'-0"

MATCH LINE STA. 16+50
 SEE DWG. NO. U3

MATCH LINE STA. 16+50
 SEE DWG. NO. U3



LEGEND:
 KEY SHEET NUMBER
 SCALE: N.T.S.

FINAL DESIGN PREPARED BY:
 NYS
 NAME OF CONSULTANT

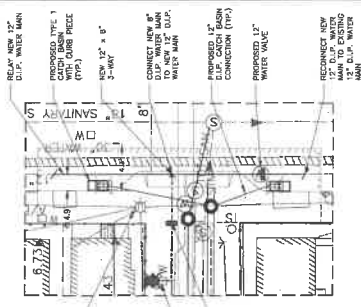
DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DATE RELEASED: [Date]
 DATE: [Date]

SCALE AS SHOWN

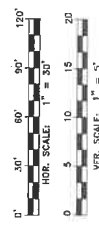
CITY OF NEW YORK
 DEPARTMENT OF DESIGN & CONSTRUCTION
 DIVISION OF INFRASTRUCTURE
 BUREAU OF DESIGN

UTILITY PLAN AND PROFILE - 4
 (WEST 15TH ROAD)

BROAD CHANNEL STREETS AND BULKHEAD RECONSTRUCTION PHASE
 WEST 14 TO WEST 17 RANGES FROM CROSS BAY BOULEVARD TO BULKHEADS
 PROJECT ID: HW01182B
 DATE: 09/27/2019
 SHEET: 14
 OF: 122



DETAIL 1
 SCALE: N.T.S.



NOTE: SEE SHEET WEST 16TH ROAD FOR HOUSE CONNECTION DRAIN ON STONE BEDDING (RECONNECTION) --- ITEM 32.412008
 ESTIMATE 250 FT. 6" D.I.P. HOUSE CONNECTION DRAIN ON 10" E.S.P. SANITARY SEWER --- ITEM 32.412009
 ESTIMATE 11' EACH 6" E.S.P. SPURS FOR HOUSE CONNECTION ON 10" E.S.P. SANITARY SEWER --- ITEM 32.412010

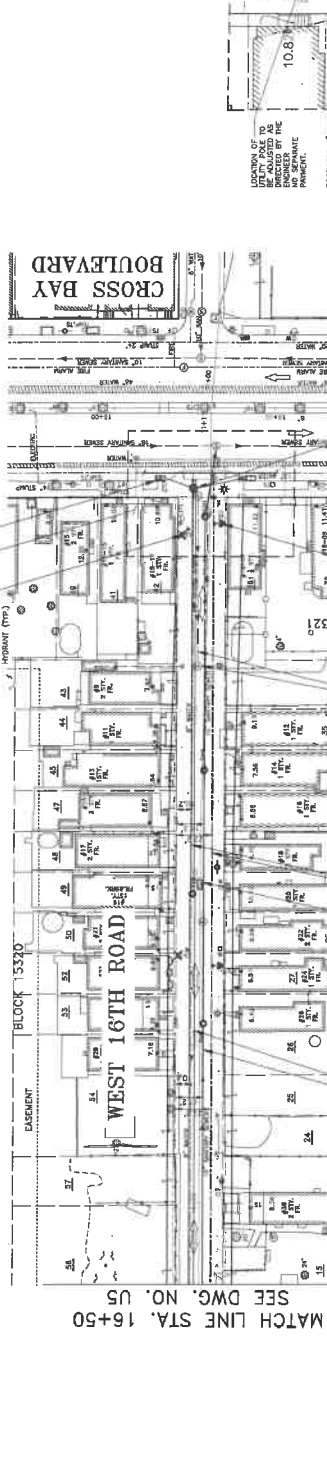
NOTE: SEE SHEET WEST 16TH ROAD FOR HOUSE CONNECTION DRAIN ON STONE BEDDING (RECONNECTION) --- ITEM 32.412008
 ESTIMATE 203 FT. 6" D.I.P. HOUSE CONNECTION DRAIN ON 10" E.S.P. SANITARY SEWER --- ITEM 32.412009
 ESTIMATE 10' EACH 6" E.S.P. SPURS FOR HOUSE CONNECTION ON 10" E.S.P. SANITARY SEWER --- ITEM 32.412010

NOTE: SEE SHEET WEST 16TH ROAD FOR HOUSE CONNECTION DRAIN ON STONE BEDDING (RECONNECTION) --- ITEM 32.412008
 ESTIMATE 203 FT. 6" D.I.P. HOUSE CONNECTION DRAIN ON 10" E.S.P. SANITARY SEWER --- ITEM 32.412009
 ESTIMATE 10' EACH 6" E.S.P. SPURS FOR HOUSE CONNECTION ON 10" E.S.P. SANITARY SEWER --- ITEM 32.412010

NOTE: SEE SHEET WEST 16TH ROAD FOR HOUSE CONNECTION DRAIN ON STONE BEDDING (RECONNECTION) --- ITEM 32.412008
 ESTIMATE 203 FT. 6" D.I.P. HOUSE CONNECTION DRAIN ON 10" E.S.P. SANITARY SEWER --- ITEM 32.412009
 ESTIMATE 10' EACH 6" E.S.P. SPURS FOR HOUSE CONNECTION ON 10" E.S.P. SANITARY SEWER --- ITEM 32.412010

NOTE: SEE SHEET WEST 16TH ROAD FOR HOUSE CONNECTION DRAIN ON STONE BEDDING (RECONNECTION) --- ITEM 32.412008
 ESTIMATE 203 FT. 6" D.I.P. HOUSE CONNECTION DRAIN ON 10" E.S.P. SANITARY SEWER --- ITEM 32.412009
 ESTIMATE 10' EACH 6" E.S.P. SPURS FOR HOUSE CONNECTION ON 10" E.S.P. SANITARY SEWER --- ITEM 32.412010

NOTE: SEE SHEET WEST 16TH ROAD FOR HOUSE CONNECTION DRAIN ON STONE BEDDING (RECONNECTION) --- ITEM 32.412008
 ESTIMATE 203 FT. 6" D.I.P. HOUSE CONNECTION DRAIN ON 10" E.S.P. SANITARY SEWER --- ITEM 32.412009
 ESTIMATE 10' EACH 6" E.S.P. SPURS FOR HOUSE CONNECTION ON 10" E.S.P. SANITARY SEWER --- ITEM 32.412010



SEWER PROFILE ALONG WEST 16TH ROAD
 SCALE: HORIZ. 1" = 30'
 VERT. 1" = 5'



DETAIL 1
 SCALE: N.T.S.



LEGEND
 ① KEY SHEET NUMBER
 SCALE: N.T.S.

TOPOGRAPHIC SURVEY PREPARED BY:
 572 W. 16TH ROAD
 MELVILLE, NEW YORK
 LICENSED LAND SURVEYOR

FINAL DESIGN PREPARED BY:
 NAME OF CONSULTANT
 DATE

UNIFORM 87.5211
 CLIP FILE 2622 UTILS.DWG
 SCALE AS SHOWN

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

UTILITY PLAN AND PROFILE -- 6
 WEST 14 TO WEST 17 ROADS FROM CROSS BAY BLVD. PARALLEL TO BULKHEADS
 PROJECT ID: HW01122B
 DATE: 09/27/09
 SHEET: 15 OF 12

REVISIONS
 NO. DATE DESCRIPTION BY APPROVED BY

BROAD CHANNEL STREETS AND BULKHEADS
 WEST 14 TO WEST 17 ROADS FROM CROSS BAY BLVD. PARALLEL TO BULKHEADS
 PROJECT ID: HW01122B
 DATE: 09/27/09
 SHEET: 15 OF 12

REVISIONS
 NO. DATE DESCRIPTION BY APPROVED BY

BROAD CHANNEL STREETS AND BULKHEADS
 WEST 14 TO WEST 17 ROADS FROM CROSS BAY BLVD. PARALLEL TO BULKHEADS
 PROJECT ID: HW01122B
 DATE: 09/27/09
 SHEET: 15 OF 12

REVISIONS
 NO. DATE DESCRIPTION BY APPROVED BY

BROAD CHANNEL STREETS AND BULKHEADS
 WEST 14 TO WEST 17 ROADS FROM CROSS BAY BLVD. PARALLEL TO BULKHEADS
 PROJECT ID: HW01122B
 DATE: 09/27/09
 SHEET: 15 OF 12

REVISIONS
 NO. DATE DESCRIPTION BY APPROVED BY

BROAD CHANNEL STREETS AND BULKHEADS
 WEST 14 TO WEST 17 ROADS FROM CROSS BAY BLVD. PARALLEL TO BULKHEADS
 PROJECT ID: HW01122B
 DATE: 09/27/09
 SHEET: 15 OF 12

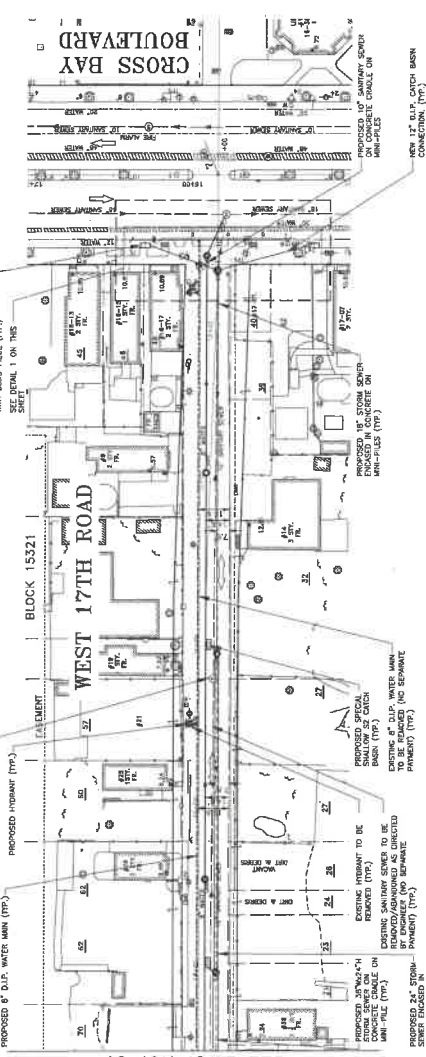
REVISIONS
 NO. DATE DESCRIPTION BY APPROVED BY

BROAD CHANNEL STREETS AND BULKHEADS
 WEST 14 TO WEST 17 ROADS FROM CROSS BAY BLVD. PARALLEL TO BULKHEADS
 PROJECT ID: HW01122B
 DATE: 09/27/09
 SHEET: 15 OF 12

REVISIONS
 NO. DATE DESCRIPTION BY APPROVED BY

BROAD CHANNEL STREETS AND BULKHEADS
 WEST 14 TO WEST 17 ROADS FROM CROSS BAY BLVD. PARALLEL TO BULKHEADS
 PROJECT ID: HW01122B
 DATE: 09/27/09
 SHEET: 15 OF 12

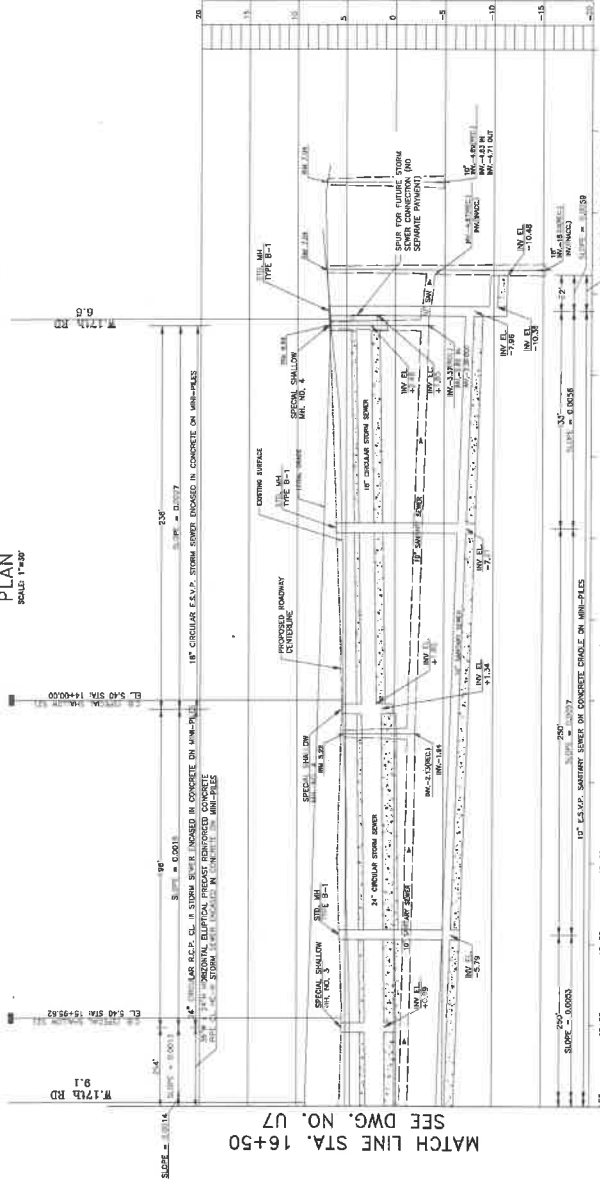
NORTH SIDE OF WEST 17TH ROAD
ESTIMATE 100 FT. 6" D.I.P. HOUSE CONNECTION FROM ON STONE
ESTIMATE 100 FT. 6" D.I.P. HOUSE CONNECTION FROM ON STONE
ESTIMATE 2 EACH 6" E.S.P. STUBS FOR HOUSE CONNECTION ON
ESTIMATE 10' E.S.P. SANITARY SEWER -- ITEM 3421008B10



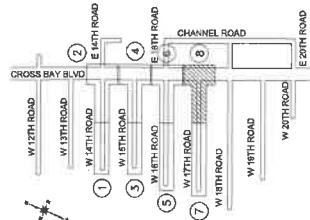
MATCH LINE STA. 16+50
SEE DWG. NO. U7

SOUTH SIDE OF WEST 17TH ROAD
ESTIMATE 100 FT. 6" D.I.P. HOUSE CONNECTION FROM ON STONE
ESTIMATE 100 FT. 6" D.I.P. HOUSE CONNECTION FROM ON STONE
ESTIMATE 2 EACH 6" E.S.P. STUBS FOR HOUSE CONNECTION ON
ESTIMATE 10' E.S.P. SANITARY SEWER -- ITEM 3421008B10

PLAN
SCALE: 1"=30'



MATCH LINE STA. 16+50
SEE DWG. NO. U7



LEGEND:
KEY SHEET NUMBER
SCALE: N.T.S.

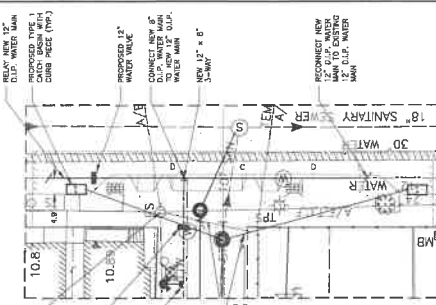
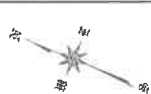
TOPOGRAPHIC SURVEY PREPARED BY:
MAYOR & ASSOCIATES
525 WEST 100TH STREET
MIDWILLE, NEW YORK
LICENSED LAND SURVEYOR

FINAL DESIGN PREPARED BY:
MAYOR & ASSOCIATES
525 WEST 100TH STREET
MIDWILLE, NEW YORK
LICENSED LAND SURVEYOR

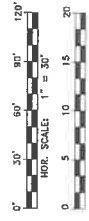
DRAWN BY: JLD
CHECKED BY: JLD
SCALE: AS SHOWN

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

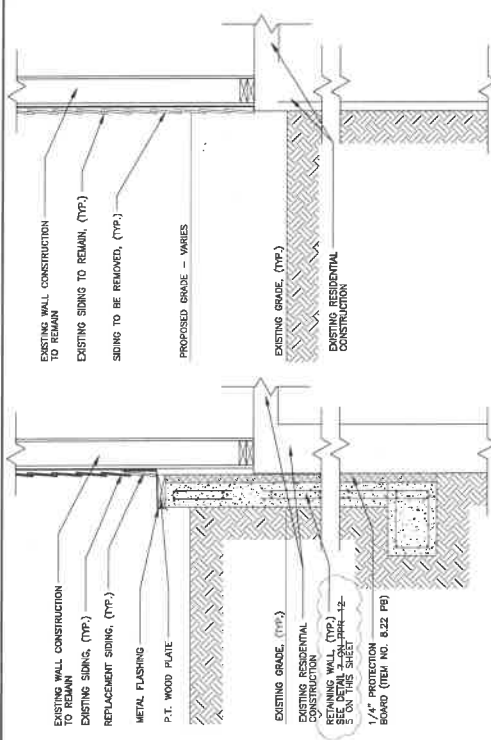
UTILITY PLAN AND PROFILE -- 8
(WEST 17TH ROAD)



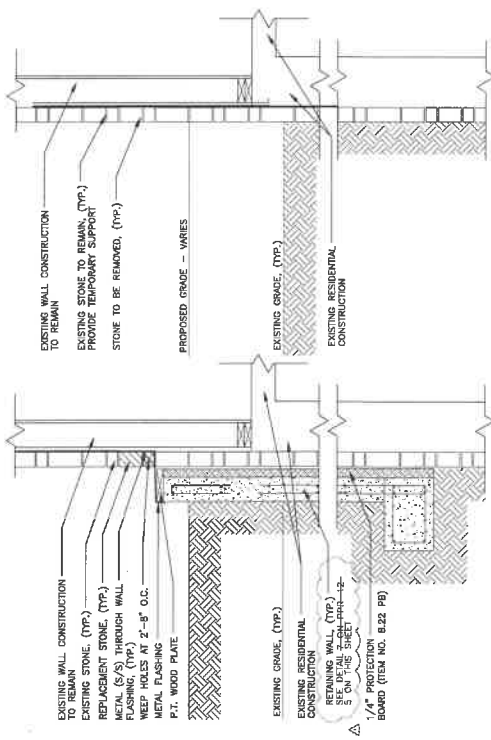
DETAIL 1
SCALE: N.T.S.



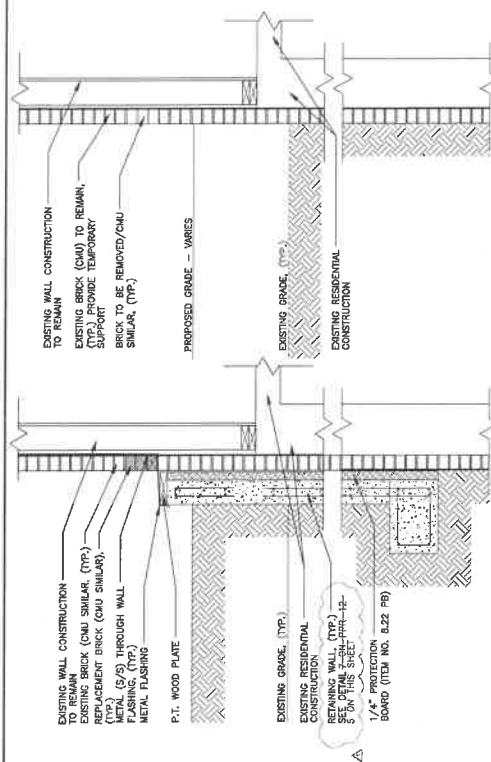
PROJECT ID: HW03182B	DATE: 09/21/2019	SHEET: 85 OF 122	DATE: 09/21/2019	SCALE: N.T.S.
PROJECT ID: HW03182B	DATE: 09/21/2019	SHEET: 85 OF 122	DATE: 09/21/2019	SCALE: N.T.S.



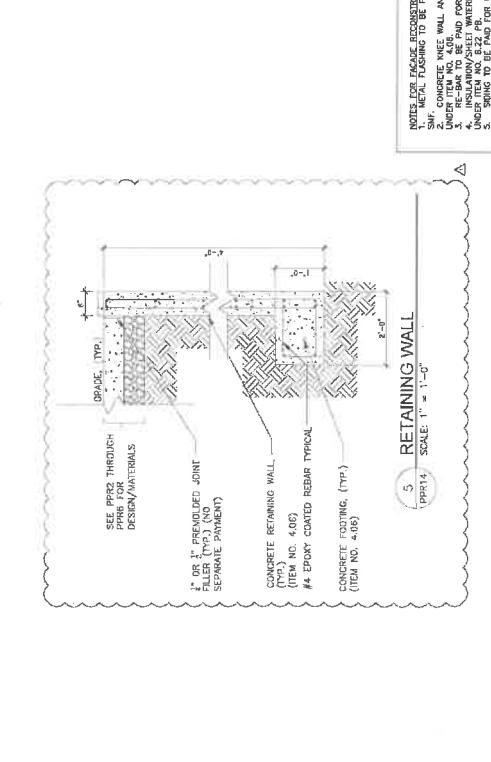
1 RAISED GRADE AT SIDING - TYPICAL DETAIL
 (PPR11) SCALE: 1" = 1'-0"



3 RAISED GRADE AT STONE VENEER - TYPICAL DETAIL
 (PPR11) SCALE: 1" = 1'-0"



2 RAISED GRADE AT BRICK MASONRY (CMU SIM.) VENEER - TYP. DETAIL
 (PPR11) SCALE: 1" = 1'-0"



5 RETAINING WALL
 (PPR14) SCALE: 1" = 1'-0"

WORK FOR THIS DRAWING IS UNDER ITEM NO. 8.60
 1. METAL FLASHING TO BE PAID FOR UNDER ITEM NO. 8.60
 2. CONCRETE WEE WALL AND FOOTING TO BE PAID FOR
 UNDER ITEM NO. 4.06
 3. INSULATION/WATERPROOFING TO BE PAID FOR
 UNDER ITEM NO. 4.14
 4. INSULATION/WATERPROOFING TO BE PAID FOR
 UNDER ITEM NO. 4.14
 5. WOOD PLATE TO BE PAID FOR UNDER ITEM NO. 8.60 PS.
 6. WOOD PLATE TO BE PAID FOR UNDER ITEM NO. 7.30 WO.

SPECIAL NOTE:
 1. ALL WORK ON THIS DRAWING, UNLESS SPECIFICALLY NOTED OTHERWISE, IS TO BE COMPLETED AND INCLUDED IN THE COST OF ALL OTHER ITEMS AND SHALL BE PAID FOR BY THE OWNER.
 2. COST FOR EXAMINATION FOR RETAINING WALL SHALL BE COST INCLUDED IN ITEM 4.06 FOR ALL PRIVATE PROPERTY RETAINING WALLS.

NO.	DATE	DESCRIPTION	BY	APP'D

BROAD CHANNEL SHEETS AND BULKHEAD
 RECONSTRUCTION - PHASE 2
 WEST 14. TO WEST 17. AVENUE FROM DATE 08/20/2019 SHEET 17 OF 122
 PROJECT ID: HW01122B

PRIVATE PROPERTY RESTORATION SPECIAL
 DETAILS - 2

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

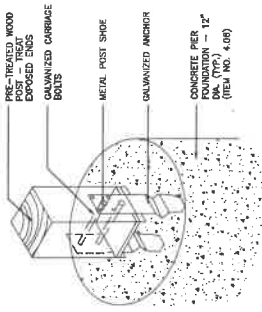
SCALE
 1" = 30"

DRAWN BY: [REDACTED]
 CAD FILE: [REDACTED]

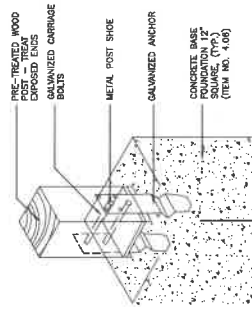
DATE: [REDACTED]

FINAL DESIGN PREPARED BY:
 NYS
 STATE OF CONSTRUCTION

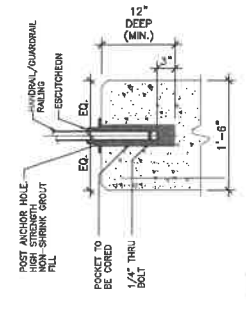
TRANSMISSION SURVEY PREPARED BY:
 SCS
 N.Y.P. - C-28
 LICENSED LAND SURVEYOR



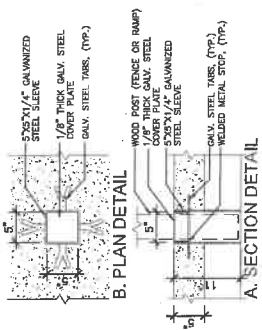
1 TYPICAL CONCRETE POST DETAIL
PPR12 SCALE: N.T.S.



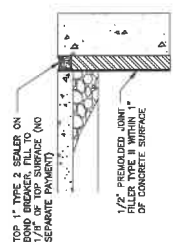
2 METAL RAILING POST DETAILS
PPR12 SCALE: N.T.S.



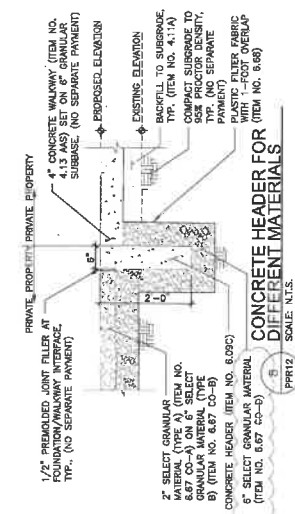
3 METAL POST @ CONCRETE PAVEMENT
PPR12 SCALE: N.T.S.



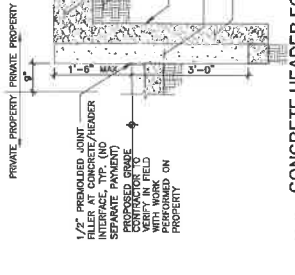
4 FENCE POST PREPARATION DETAIL
PPR12 SCALE: N.T.S.



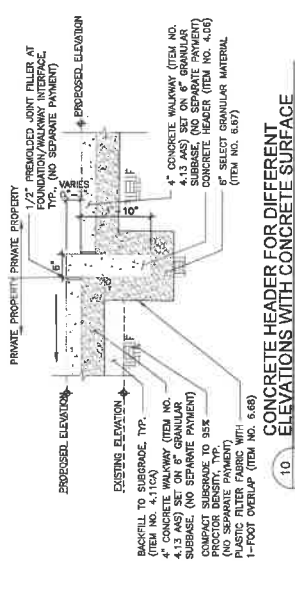
5 EXPANSION JOINT DETAIL
PPR12 SCALE: N.T.S.



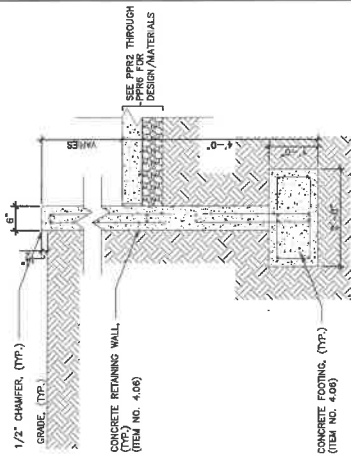
6 CONCRETE HEADER FOR DIFFERENT MATERIALS
PPR12 SCALE: N.T.S.



7 CONCRETE HEADER FOR DIFFERENT ELEVATIONS WITH GRAVEL SURFACE
PPR12 SCALE: N.T.S.



8 CONCRETE HEADER FOR DIFFERENT ELEVATIONS WITH CONCRETE SURFACE
PPR12 SCALE: N.T.S.



9 RETAINING WALL/CURB DETAIL
PPR12 SCALE: 1\"/>

SECTION NOTE:
1. THE DRAWING UNLESS SPECIFICALLY LABELLED WITH AN ITEM NUMBER SHALL BE CONSIDERED INCLUDED IN THE COST OF ALL OTHER ITEMS AND SHOULD BE CONSIDERED INCLUDED IN ITEM 4.05 FOR ALL GRANULAR HEADERS.

NO.	DATE	DESCRIPTIONS	BY	APP'D
1				

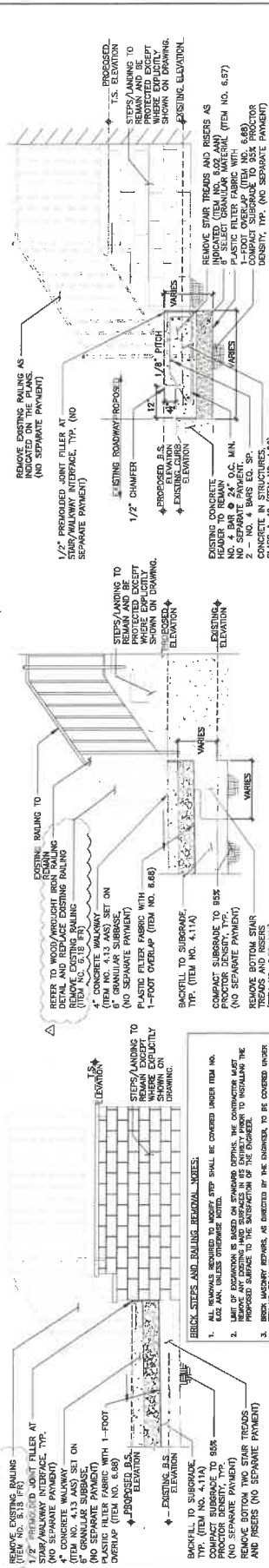
BROAD CHANNEL STREETS AND BULKHEAD RECONSTRUCTION - PHASE 2
WEST 14 TO WEST 17 AVENUE FROM WEST 54TH STREET TO BROADWAY
PROJECT ID: HWG11628
02/10/19
85 OF 122
PPR12

CITY OF NEW YORK
DEPARTMENT OF DESIGN + CONSTRUCTION
DIVISION OF INFRASTRUCTURE
BUREAU OF DESIGN
PRIVATE PROPERTY RESTORATION SPECIAL
DETAILS - 3

SCALE
1" = 30'

FINAL DESIGN PREPARED BY:
MVS
NAME OF CONSULTANT
DATE
CADD FILE: 02_PRR12.dwg
SCALE

TOPOGRAPHIC SURVEY PREPARED BY:
S.M.P. & C.B.
DATE OF SURVEY
LICENSED LAND SURVEYOR



1 BRICK ENTRY STEP MODIFICATION WITH LANDING PAD
 SCALE: N.T.S.
 PPR13

BRICK ENTRY STEP MODIFICATION NOTES:

- BRICK MORTAR REPAIRS, AS DIRECTED BY ENGINEER, TO BE COVERED UNDER ITEM NO. 7.1.1. (P)

BRICK ENTRY STEP MODIFICATION NOTES:

- ALL REPAIRS TO BRICK WORK SHALL BE COVERED UNDER ITEM NO. 6.0.2. AND UNLESS OTHERWISE NOTED.
- LIMIT OF SUBGRADE TO BE SHOWN BY STAIRWAY DETAILS. THE CONTRACTOR MUST REMOVE ANY EXISTING WALKWAY OR CONCRETE WALKWAY FROM THE SUBGRADE TO THE SATISFACTION OF THE ENGINEER.
- ALL WALKWAY WORK SHALL BE COVERED UNDER ITEM NO. 6.1.8. UNLESS OTHERWISE SHOWN.
- ALL WROUGHT IRON TO BE SHOP PRIMED AND FIELD PAINTED.
- ALL WALKWAY WORK SHALL BE CONSISTENT WITH REQUIREMENTS OF NYSDOT.

WOOD HANDRAIL NOTES:

- ALL HANDRAIL WORK SHALL BE CONSISTENT WITH REQUIREMENTS OF NYSDOT.

2 ENTRY CONCRETE STAIR MODIFICATION
 SCALE: N.T.S.
 PPR13

ENTRY CONCRETE STAIR MODIFICATION NOTES:

- ALL REPAIRS TO CONCRETE WORK SHALL BE COVERED UNDER ITEM NO. 6.0.2. AND UNLESS OTHERWISE NOTED.
- LIMIT OF SUBGRADE TO BE SHOWN BY STAIRWAY DETAILS. THE CONTRACTOR MUST REMOVE ANY EXISTING WALKWAY OR CONCRETE WALKWAY FROM THE SUBGRADE TO THE SATISFACTION OF THE ENGINEER.
- ALL WALKWAY WORK SHALL BE COVERED UNDER ITEM NO. 6.1.8. UNLESS OTHERWISE SHOWN.
- ALL WROUGHT IRON TO BE SHOP PRIMED AND FIELD PAINTED.
- ALL WALKWAY WORK SHALL BE CONSISTENT WITH REQUIREMENTS OF NYSDOT.

WOOD HANDRAIL NOTES:

- ALL HANDRAIL WORK SHALL BE CONSISTENT WITH REQUIREMENTS OF NYSDOT.

3 PROPOSED BRICK ENTRY STEP MODIFICATION WITH LANDING PAD
 SCALE: N.T.S.
 PPR13

BRICK ENTRY STEP MODIFICATION NOTES:

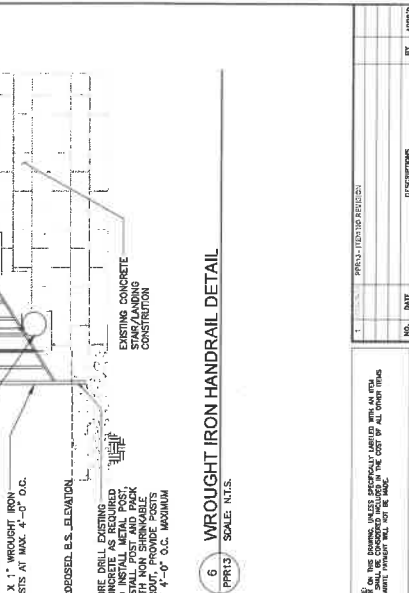
- BRICK MORTAR REPAIRS, AS DIRECTED BY ENGINEER, TO BE COVERED UNDER ITEM NO. 7.1.1. (P)

BRICK ENTRY STEP MODIFICATION NOTES:

- ALL REPAIRS TO BRICK WORK SHALL BE COVERED UNDER ITEM NO. 6.0.2. AND UNLESS OTHERWISE NOTED.
- LIMIT OF SUBGRADE TO BE SHOWN BY STAIRWAY DETAILS. THE CONTRACTOR MUST REMOVE ANY EXISTING WALKWAY OR CONCRETE WALKWAY FROM THE SUBGRADE TO THE SATISFACTION OF THE ENGINEER.
- ALL WALKWAY WORK SHALL BE COVERED UNDER ITEM NO. 6.1.8. UNLESS OTHERWISE SHOWN.
- ALL WROUGHT IRON TO BE SHOP PRIMED AND FIELD PAINTED.
- ALL WALKWAY WORK SHALL BE CONSISTENT WITH REQUIREMENTS OF NYSDOT.

WOOD HANDRAIL NOTES:

- ALL HANDRAIL WORK SHALL BE CONSISTENT WITH REQUIREMENTS OF NYSDOT.



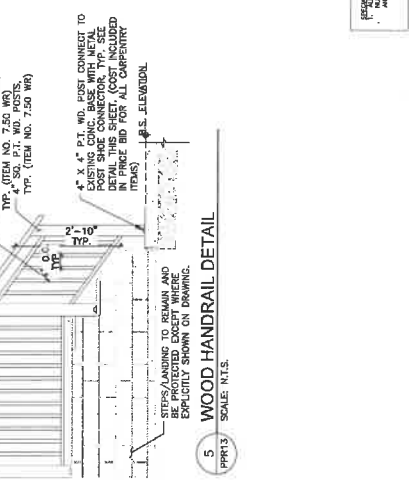
4 CONCRETE YARD STEP
 SCALE: 1" = 1'-0"
 PPR13

CONCRETE YARD STEP NOTES:

- ALL REPAIRS TO CONCRETE WORK SHALL BE COVERED UNDER ITEM NO. 6.0.2. AND UNLESS OTHERWISE NOTED.
- LIMIT OF SUBGRADE TO BE SHOWN BY STAIRWAY DETAILS. THE CONTRACTOR MUST REMOVE ANY EXISTING WALKWAY OR CONCRETE WALKWAY FROM THE SUBGRADE TO THE SATISFACTION OF THE ENGINEER.
- ALL WALKWAY WORK SHALL BE COVERED UNDER ITEM NO. 6.1.8. UNLESS OTHERWISE SHOWN.
- ALL WROUGHT IRON TO BE SHOP PRIMED AND FIELD PAINTED.
- ALL WALKWAY WORK SHALL BE CONSISTENT WITH REQUIREMENTS OF NYSDOT.

WOOD HANDRAIL NOTES:

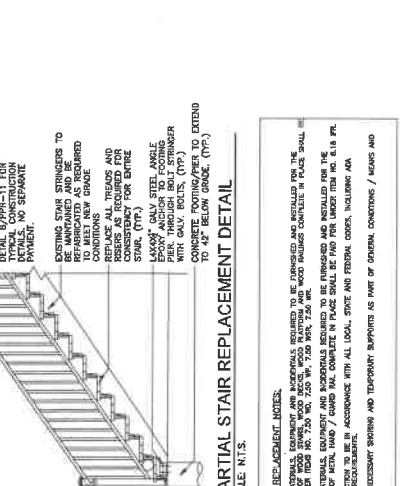
- ALL HANDRAIL WORK SHALL BE CONSISTENT WITH REQUIREMENTS OF NYSDOT.



5 WOOD HANDRAIL DETAIL
 SCALE: N.T.S.
 PPR13

WOOD HANDRAIL NOTES:

- ALL HANDRAIL WORK SHALL BE CONSISTENT WITH REQUIREMENTS OF NYSDOT.



6 WROUGHT IRON HANDRAIL DETAIL
 SCALE: N.T.S.
 PPR13

WROUGHT IRON HANDRAIL DETAIL NOTES:

- ALL HANDRAIL WORK SHALL BE CONSISTENT WITH REQUIREMENTS OF NYSDOT.

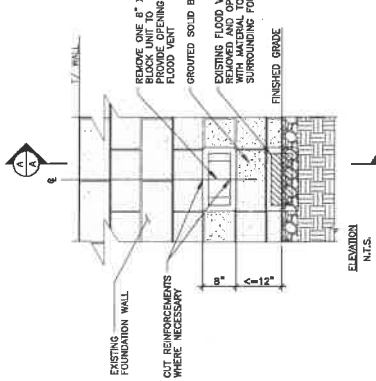


7 PARTIAL STAIR REPLACEMENT DETAIL
 SCALE: N.T.S.
 PPR13

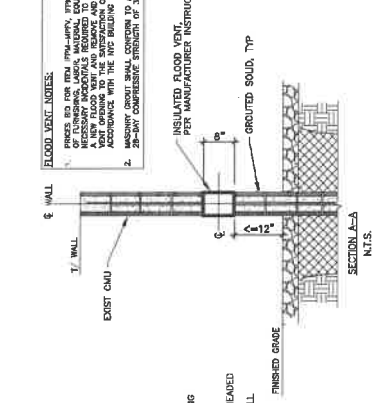
PARTIAL STAIR REPLACEMENT NOTES:

- ALL LOCAL MATERIALS, CONTRACTS AND AGREEMENTS REQUIRED TO BE FURNISHED AND INSTALLED FOR THE PROJECT SHALL BE COVERED UNDER ITEM NO. 6.0.2. AND UNLESS OTHERWISE NOTED.
- ALL LOCAL MATERIALS, CONTRACTS AND AGREEMENTS REQUIRED TO BE FURNISHED AND INSTALLED FOR THE PROJECT SHALL BE COVERED UNDER ITEM NO. 6.0.2. AND UNLESS OTHERWISE NOTED.
- ALL LOCAL MATERIALS, CONTRACTS AND AGREEMENTS REQUIRED TO BE FURNISHED AND INSTALLED FOR THE PROJECT SHALL BE COVERED UNDER ITEM NO. 6.0.2. AND UNLESS OTHERWISE NOTED.
- ALL LOCAL MATERIALS, CONTRACTS AND AGREEMENTS REQUIRED TO BE FURNISHED AND INSTALLED FOR THE PROJECT SHALL BE COVERED UNDER ITEM NO. 6.0.2. AND UNLESS OTHERWISE NOTED.

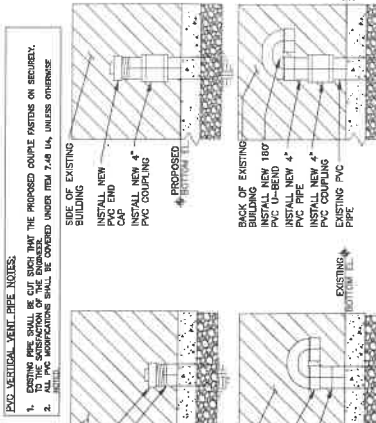
NO.	DATE	DESCRIPTION	BY	APP'D
1				
BROAD CHANNEL STREETS AND BULKHEAD RECONSTRUCTION - PHASE 2 WEST 14 TO WEST 17 RIVERS FROM CROSS BAY BOULEVARD TO BROADWAYS PROJECT ID: HWQ1182B SHEET NO. 14.17				
PRIVATE PROPERTY RESTORATION SPECIAL DETAILS - 4				
CITY OF NEW YORK DEPARTMENT OF DESIGN + CONSTRUCTION DIVISION OF INFRASTRUCTURE BUREAU OF DESIGN				
SCALE: 1" = 3'-0"				
TYPING SURVEY PREPARED BY: S.M.P. - C.B.B. S.M.P. - C.B.B. S.M.P. - C.B.B. LICENSED LAND SURVEYOR		FINAL DESIGN PREPARED BY: NYS NAME OF CONSULTANT STATE		



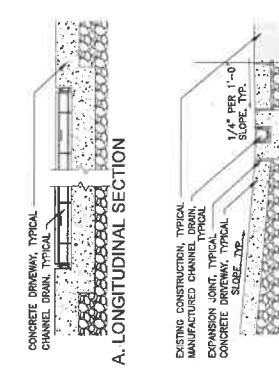
1 FLOOD VENT DETAIL
SCALE: 1" = 1'-0"



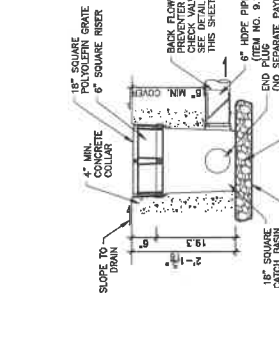
SECTION A-A
N.T.S.



PVC VERTICAL VENT PIPE
SCALE: 1" = 1'-0"



A. LONGITUDINAL SECTION



B. CROSS SECTION
SCALE: 1" = 1'-0"

NOTE:
1. EXCEPT WHERE EXPLICITLY CALLED OUT BY A PROCEDURE, DELIVER AND INSTALL A GARAGE CHANNEL DRAIN SHALL BE PAID UNDER ITEM NO. 6.84 FSD.

FLOOD VENT NOTES:
1. FRAMES FOR THE FLOOD VENT SHALL COVER ALL COSTS NECESSARY TO COMPLETE THE INSTALLATION OF THE FLOOD VENT ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND IN ACCORDANCE WITH THE NYC BUILDING CODE.
2. VERIFY COMPATIBILITY BETWEEN THE FLOOD VENT AND ANY EXISTING CONSTRUCTION PRIOR TO INSTALLATION.

BACKFLOW PREVENTER NOTES:
1. CONTRACTOR SHALL VERIFY CHECK VALVE SHALL BE AN ALL-RIBBED UNIDIRECTIONAL CHECK VALVE.
2. CONTRACTOR TO VERIFY SHOP DRAWINGS, SCHEDULES, AND MANUFACTURER'S INSTALLATION REQUIREMENTS FOR BACKFLOW PREVENTER AND HUB ADAPTOR FOR THE BACKFLOW PREVENTER.
3. ALL WORKMAN REQUIRED SHALL BE STAINLESS STEEL OR APPROVED EQUAL.

HDPE TO CONC. DRAIN DETAIL
SCALE: N.T.S.

FIELD INLET DETAIL
SCALE: N.T.S.

BACKFLOW PREVENTER DETAIL
SCALE: N.T.S.

SPECIAL NOTE:
1. ALL WORKMAN REQUIRED SHALL BE STAINLESS STEEL OR APPROVED EQUAL.

FIELD INLET DETAIL
SCALE: N.T.S.

HDPE TO CONC. DRAIN DETAIL
SCALE: N.T.S.

BACKFLOW PREVENTER DETAIL
SCALE: N.T.S.

NO.	DATE	DESCRIPTION	BY	APP'D
1				

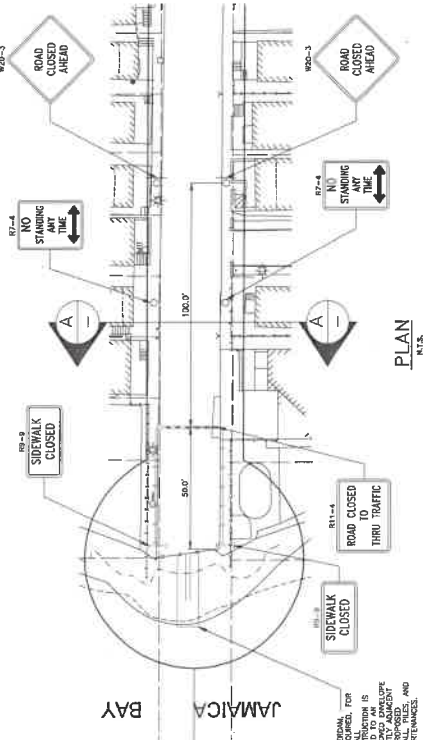
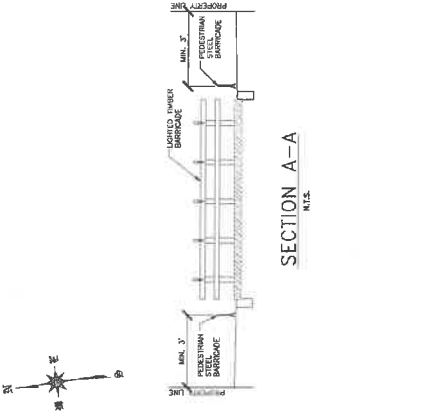
BROAD CHANNEL STREETS AND BULKHEAD RECONSTRUCTION FOR PROJECTS FROM CROWN BULKHEAD TO BULKHEAD WEST 14 TO WEST 17 FROM EASTERN BULKHEAD TO BULKHEAD
PROJECT ID: HW011628
DATE: 08/07/22
SHEET: 88 OF 22
PPR17

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

SCALE: 1" = 3'-0"
DRAWN BY: [REDACTED]
CHECKED BY: [REDACTED]

TOPOGRAPHIC SURVEY PREPARED BY: NYS
MAP NO. 608
822
MCWILLIAMS, NEW YORK
LICENSED LAND SURVEYOR

FINAL DESIGN PREPARED BY: NYS
NAME OF PROJECT: [REDACTED]
DATE: [REDACTED]



STAGE I - CONSTRUCTION OF BULKHEAD / OUTFALL

- LEGEND**
- TEMPORARY CONSTRUCTION SIGNS, ITEM NO. 6.29 RS
 - THICKER CURB (ITEM NO. 6.28) WITH ORANGE CONSTRUCTION FENCE, NO SEPARATE PAVEMENT
 - PLASTIC BARRIERS, ITEM NO. 6.27
 - EXISTING TRAFFIC DISCRETION/TRANSITS OUTSIDE WORK AREA
 - TRAFFIC DIRECTION MAINTAINED DURING CONSTRUCTION/VEHICLE ROUTE
 - DIRECTION OF DETOUR/TRAFFIC
 - WORK ZONE
 - TEMPORARY 4" SOLID WHITE LINE, ITEM NO. 6.49
 - TEMPORARY 4" DOUBLE YELLOW SOLID LINE, ITEM NO. 6.49
 - CROSSING CLAUD, ITEM NO. 6.32 CS
 - LIMITED THREESTR BARRICADE, ITEM NO. 6.25 BA
 - PEDESTRIAN STEEL BARRICADE, ITEM NO. 7.26
- METHODS OF FLASHING ARROW PANEL:**
- LEFT
 - RIGHT
 - DUAL
 - CAUTION
- PORTABLE FLASHING ARROW BOARD, MADE AS INDICATED ABOVE.**
- NOTE:** FLASHING ARROW PANEL TO BE USED AS SHOWN ON MP1 PLANS AND AS DIRECTED BY ENGINEER.
- MUTUO ADVANCE WARNING SIGN NOTES**
- ALL "ROAD WORK AHEAD" SIGNS SHALL BE INSTALLED BETWEEN 200 AND 250 FEET BEFORE THE CONSTRUCTION, WHENEVER AND WHEREVER POSSIBLE.
 - ALL "ROAD WORK AHEAD" SIGNS SHALL BE INSTALLED BETWEEN 200 AND 250 FEET AHEAD OF THE CONSTRUCTION.
 - A BARRIERS IN THE STREET SHALL BE CONSIDERED THE BEGINNING OF THE CONSTRUCTION.
 - ALL "ROAD WORK AHEAD" SIGNS SHALL BE ATTACHED TO THE TOP OF EACH STANDING SUPPORT ADVANCE WARNING SIGN.

NO.	DATE	DESCRIPTION	BY	APP'D
1				

PROJECT ID: HWG1192B DATE: 09/20/18 SHEET: 13 OF 22

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

MAINTENANCE AND PROTECTION OF TRAFFIC
PLAN AND SECTION - 1

DESIGNED BY: AS SHAWN
DRAWN BY: AS SHAWN
CHECKED BY: AS SHAWN
DATE: 09/20/18

TOPOGRAPHIC SURVEY PREPARED BY:
MAY 2018
872
MUNICIPALITY OF NEW YORK
LICENSED LAND SURVEYOR

FINAL DESIGN PREPARED BY:
MAY 2018
872
MUNICIPALITY OF NEW YORK
LICENSED LAND SURVEYOR

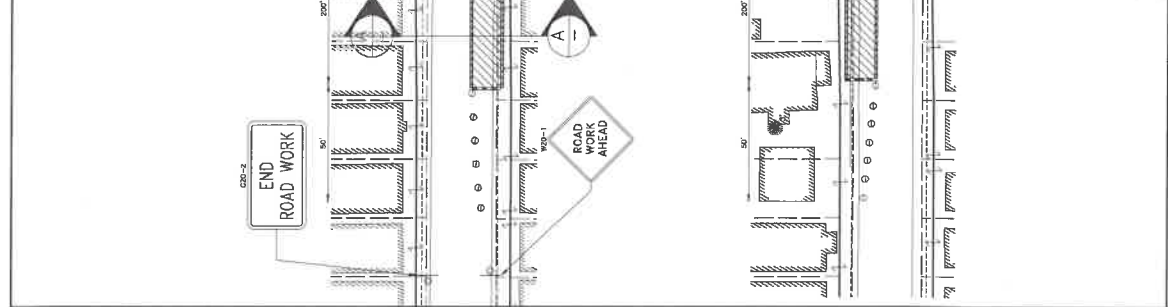
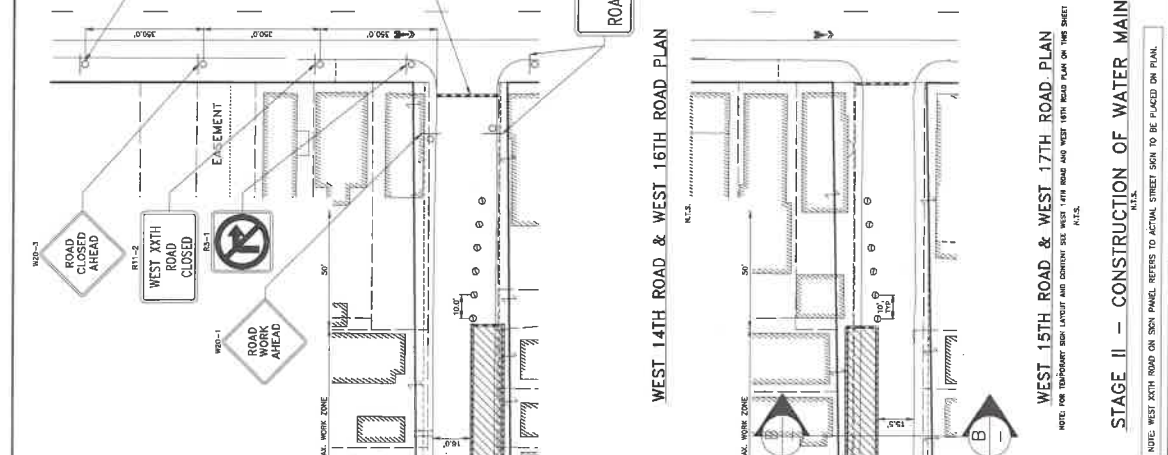
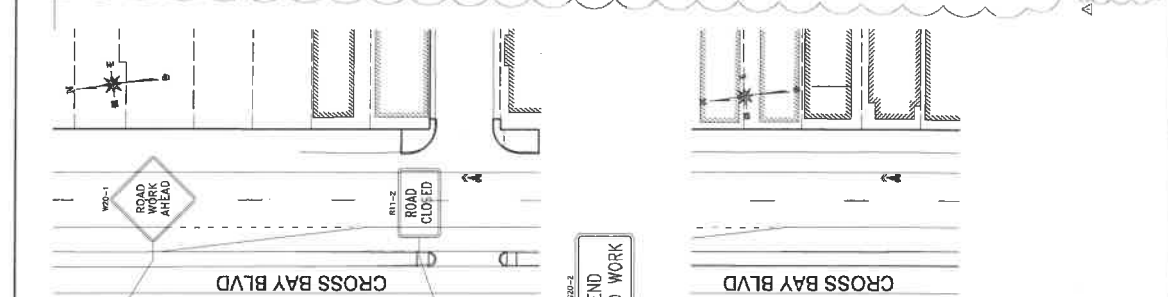
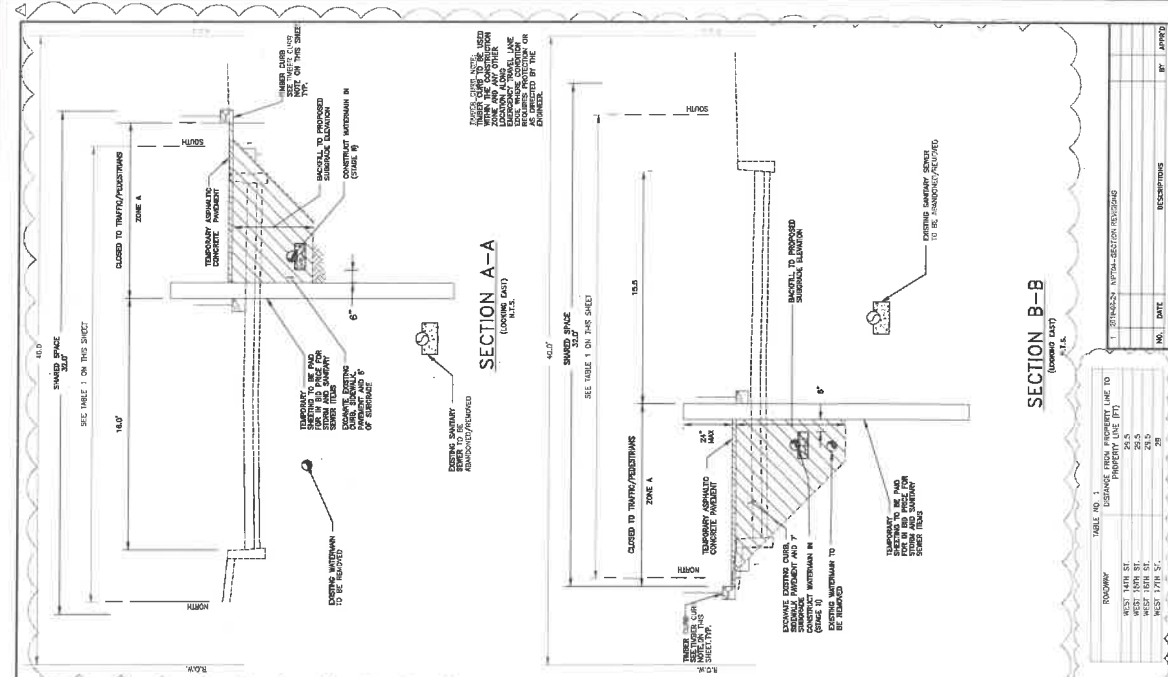


TABLE 1 - DISTANCES FROM PROPERTY LINE TO PROPERTY LINE (FT)

ROADWAY	WEST 14TH ST.	WEST 15TH ST.	WEST 16TH ST.	WEST 17TH ST.
1	20.0	20.0	20.0	20.0
2	20.0	20.0	20.0	20.0

TABLE 2 - DISTANCES FROM PROPERTY LINE TO PROPERTY LINE (FT)

ROADWAY	WEST 14TH ST.	WEST 15TH ST.	WEST 16TH ST.	WEST 17TH ST.
1	20.0	20.0	20.0	20.0
2	20.0	20.0	20.0	20.0

BROAD CHANNEL STREETS AND BULKHEADS RECONSTRUCTION - PHASE 2
WEST 14 TO WEST 17 ROADS FROM CROSS BAY BULLEHEAD TO BULKHEADS
PROJECT ID: HWQ1162B

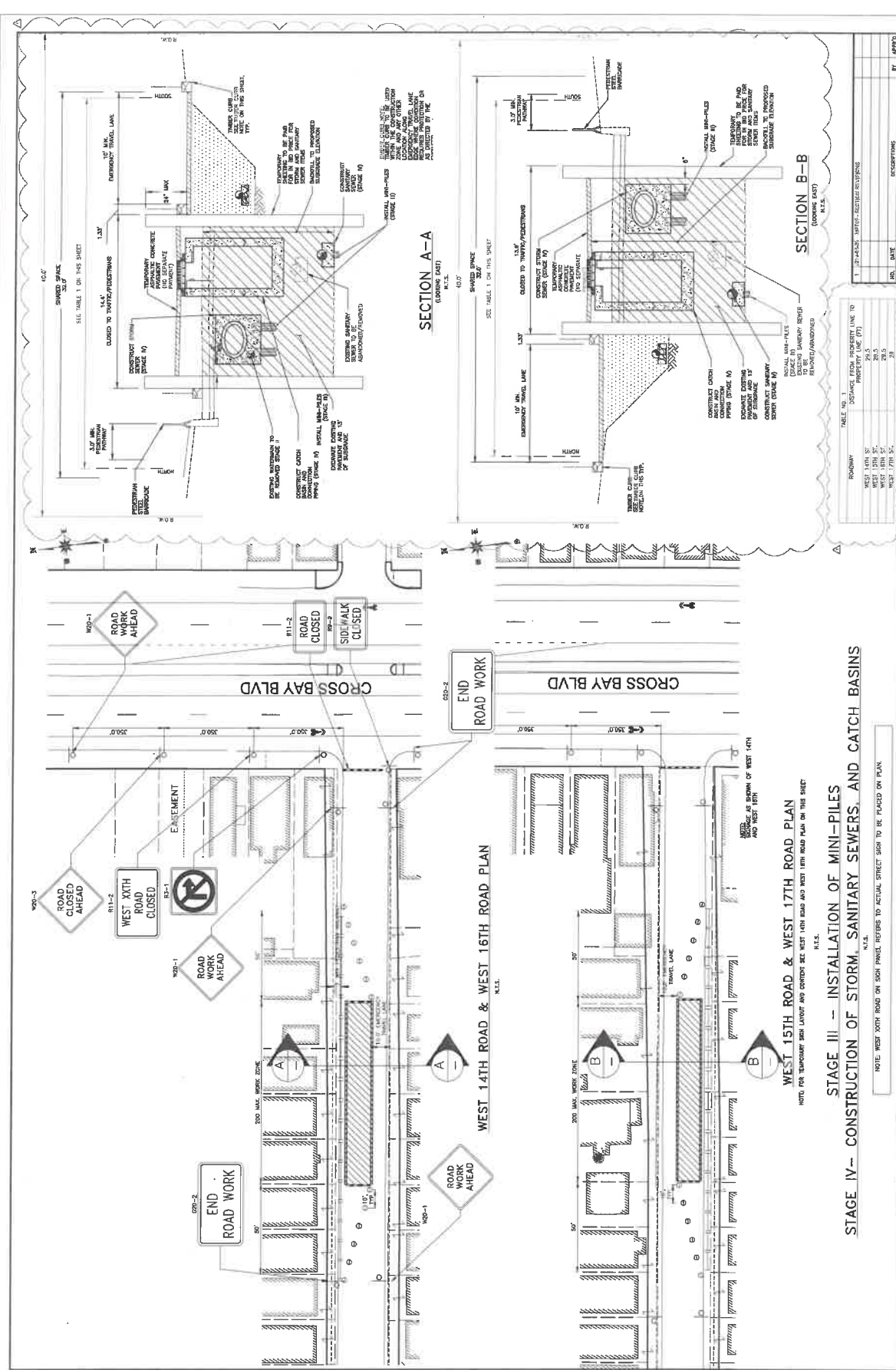
Maintenance and Protection of Traffic Plan and Section - 2

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

FINAL DESIGN PREPARED BY:
DATE OF CONSTRUCTION:
SCALE: AS SHOWN

TOPOGRAPHIC SURVEY PREPARED BY:
512 WEST 17TH STREET
NEW YORK, NY 10011
LICENSED LAND SURVEYOR

DATE: 05/05/2018
SHEET: 14A
SCALE: 1/8" = 1'-0"



TYPING SURVEY PREPARED BY: 372 WALL WITHAM ROAD MOUNTAIN VIEW, NY 11771 LICENSED LAND SURVEYOR		FINAL DESIGN PREPARED BY: NAME OF FIRM/ENGINEER ADDRESS CITY, STATE, ZIP		CITY OF NEW YORK DEPARTMENT OF DESIGN + CONSTRUCTION DIVISION OF INFRASTRUCTURE BUREAU OF DESIGN	
PROJECT ID: HW011628		DATE: 06/25/2019		SHEET: 15 OF 12	
PROJECT: BROAD CHANNEL STREETS AND BULKHEADS RECONSTRUCTION WEST 14 TO WEST 17 ROADS FROM CROSS BAY BLVD TO BULKHEADS					
PLAN AND SECTION - 3					

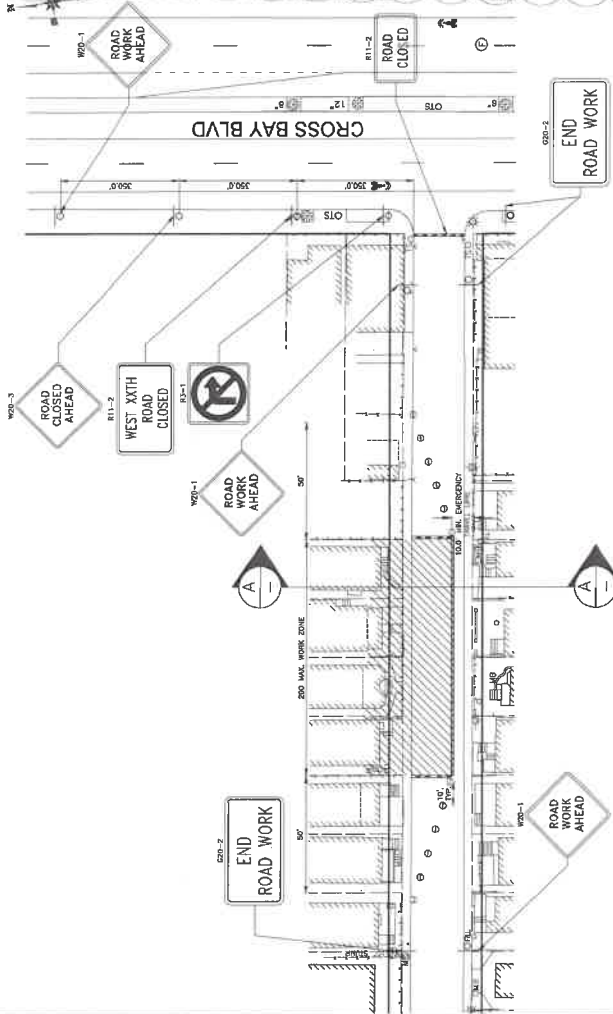
WEST 14TH ROAD AND WEST 16TH ROAD PLAN ON THIS SHEET
 WEST 15TH ROAD AND WEST 17TH ROAD PLAN ON THIS SHEET
 WEST 14TH ROAD AND WEST 16TH ROAD PLAN ON THIS SHEET
 WEST 15TH ROAD AND WEST 17TH ROAD PLAN ON THIS SHEET

NOTE: WEST 14TH ROAD ON EACH PANEL REFERS TO ACTUAL STREET SIGN TO BE PLACED ON PLAN.

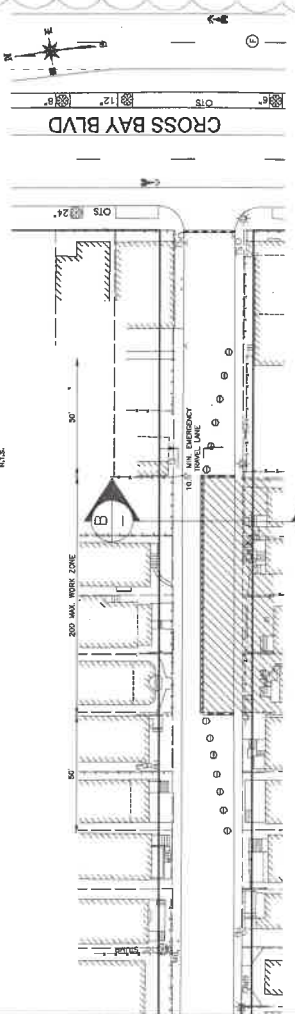
NOTE: WEST 16TH ROAD ON EACH PANEL REFERS TO ACTUAL STREET SIGN TO BE PLACED ON PLAN.

WEST 14TH ROAD AND WEST 16TH ROAD PLAN ON THIS SHEET
 WEST 15TH ROAD AND WEST 17TH ROAD PLAN ON THIS SHEET

WEST 14TH ROAD AND WEST 16TH ROAD PLAN ON THIS SHEET
 WEST 15TH ROAD AND WEST 17TH ROAD PLAN ON THIS SHEET



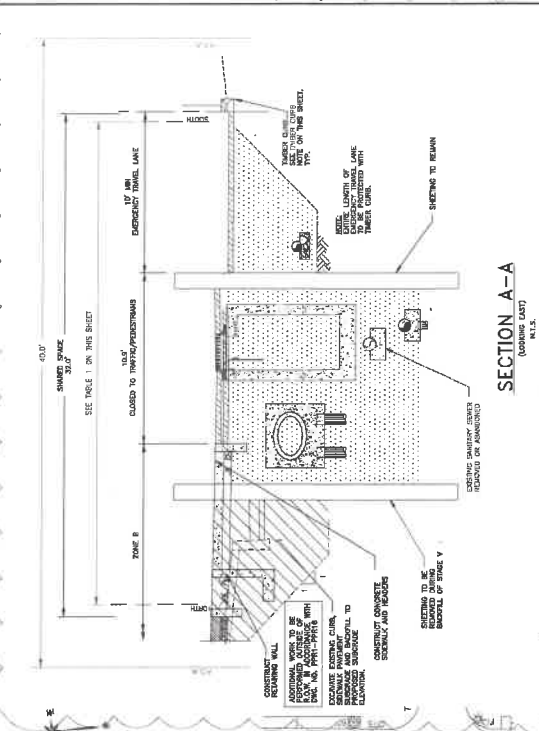
WEST 14TH ROAD & WEST 16TH ROAD PLAN
N.T.S.



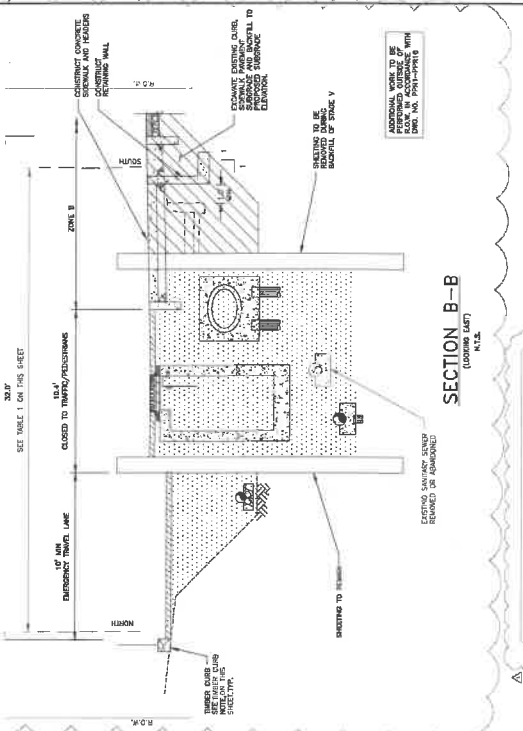
WEST 15TH ROAD & WEST 17TH ROAD PLAN
N.T.S.

STAGE V - CONSTRUCTION OF CONCRETE HEADER, RETAINING WALL, AND PRIVATE PROPERTY MITIGATION/IMPROVEMENTS (ZONE B)

NOTE: WEST 14TH ROAD ON SIGN PANEL REFERS TO ACTUAL STREET SKIN TO BE PLACED



SECTION A-A
(LOOKING EAST)
N.T.S.



SECTION B-B
(LOOKING EAST)
N.T.S.

NO.	DATE	DESCRIPTIONS	BY	APP'D
1		ISSUED APPROX. SECTION REVISIONS		

ISSUANCE	DATE	DESCRIPTIONS	BY	APP'D
ISSUANCE FROM PROPERTY LINE TO				
WEST 14TH ST.	24.5			
WEST 15TH ST.	29.5			
WEST 17TH ST.	35			

MAINTENANCE AND PROTECTION OF TRAFFIC PLAN AND SECTION - 4

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

FINAL DESIGN PREPARED BY:
NAME OF CONSULTANT
DATE

TOPOGRAPHIC SURVEY PREPARED BY:
372 WEST BRADWAY ROAD
MIDWILLE, NEW YORK
LICENSED LAND SURVEYOR

BROAD CHANNEL STREETS AND BULKHEADS
RECONSTRUCTION PHASE 3
WEST 14 TO WEST 17 ROADS FROM GROSS BAY BULKHEAD TO BULKHEADS
PROJECT ID: HW011825
DATE: 06/24/2019
SHEET: 11 OF 122

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

ADDENDA CONTROL SHEET

BID OPENING DATE: September 13, 2019

PROJECT NO.: HWQ1182B

DESCRIPTION: BROAD CHANNEL STREETS AND BULKHEADS RECONSTRUCTION –
PHASE-2

Addendum		Addendum Contains:					General Counsel Approval
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Amendments	Drawings (number)	
1	08/15/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)	
2	08/23/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
3	08/30/2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> (28)	
4	09/04/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	6/14/19 WJ
5		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
7		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
8		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	

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

ATTACH TO CONTRACT DOCUMENTS
THE CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: HWQ1182B

BROAD CHANNEL STREETS AND BULKHEADS RECONSTRUCTION – PHASE-2
WEST 14 TO WEST 17 ROAD FROM CROSS BAY BOULEVARD TO BULKHEADS

INCLUDING WATER MAIN, STORM SEWER, SANITARY SEWER,
PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK
TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF QUEENS
CITY OF NEW YORK

ADDENDUM NO. 4

DATED: September 4, 2019

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to ADDENDUM NO. 2 dated: August 23, 2019, wherein the Bid Opening for the contract was scheduled for September 6, 2019, is hereby postponed. The new bid opening date is September 13, 2019 at 11:00 am.
[Number of attachments 0]

END OF ADDENDUM NO. 4

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

JRCRUZ Corp.

Name of Bidder

How Sheen Pau. for

Jorge Tua, P.E.
Executive Director

By: *[Signature]*

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

ADDENDA CONTROL SHEET

BID OPENING DATE: September 13, 2019

PROJECT NO.: HWQ1182B

DESCRIPTION: BROAD CHANNEL STREETS AND BULKHEADS RECONSTRUCTION –
PHASE-2

Addendum		Addendum Contains:					General Counsel Approval
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Amendments	Drawings (number)	
1	08/15/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)	
2	08/23/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
3	08/30/2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> (28)	
4	09/04/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
5	09/05/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)	<i>4/15/19 up</i>
6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
7		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
8		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
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		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	

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: HWQ1182B

BROAD CHANNEL STREETS AND BULKHEADS RECONSTRUCTION – PHASE-2
WEST 14 TO WEST 17 ROAD FROM CROSS BAY BOULEVARD TO BULKHEADS

INCLUDING WATER MAIN, STORM SEWER, SANITARY SEWER,
PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK
TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF QUEENS
CITY OF NEW YORK

ADDENDUM NO. 5

DATED: September 5, 2019

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Contract Drawing, SHEET 90 OF 122 (M2/M12), SPECIAL NOTES;
Delete serial number S6 from the SPECIAL NOTES, in its entirety;
Substitute with the following revised special note S6:

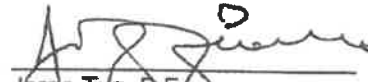
“S6. BY THIS NOTE THE CONTRACTOR IS MADE AWARE THAT THE HEADROOM CLEARANCE IS RESTRICTED TO 15-FEET ON THE PROJECT STREETS AND SPECIAL EQUIPMENT MAY BE NECESSARY FOR CONSTRUCTION. CONTRACTOR IS ADVISED THAT DUE TO THIS RESTRICTION, ANY MODIFICATIONS REQUIRED TO MEANS AND METHODS OF CONSTRUCTION MUST BE AT NO COST TO THE CITY.”

2. Refer to the ADDENDUM NO.3, “Questions Submitted by Bidders and DDC’s Responses” therein DDC’s Response to question number 33;
Delete the DDC’s Response to the Question number 33 in its entirety;
Revised SPECIAL NOTE, S6 as stated at serial number 1 above to follow.

END OF ADDENDUM NO. 5

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 Tula, P.E.
Executive Director

JRCRUZ Corp.

Name of Bidder

By: 



**Department of
Design and
Construction**

**DIVISION OF INFRASTRUCTURE
BUREAU OF DESIGN**

VOLUME 1 OF 3

PROJECT ID: HWQ1182B

**BROAD CHANNEL STREETS AND BULKHEADS RECONSTRUCTION – PHASE-2
WEST 14 TO WEST 17 ROAD FROM CROSS BAY BOULEVARD TO BULKHEADS**

**INCLUDING WATER MAIN, STORM SEWER, SANITARY SEWER,
PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK
TOGETHER WITH ALL WORK INCIDENTAL THERETO
BOROUGH OF QUEENS
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, NEW YORK 11101-3045
TELEPHONE (718) 391-1000
WEBSITE www1.nyc.gov/site/ddc/index.page

VOLUME 2 OF 3

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

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED
FOR:

PROJECT ID: HWQ1182B

**BROAD CHANNEL STREETS AND BULKHEADS RECONSTRUCTION – PHASE-2
WEST 14 TO WEST 17 ROAD FROM CROSS BAY BOULEVARD TO BULKHEADS**

**INCLUDING WATER MAIN, STORM SEWER, SANITARY SEWER,
PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK**

TOGETHER WITH ALL WORK INCIDENTAL THERETO

**BOROUGH OF QUEENS
CITY OF NEW YORK**

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY

NV5.

June 20, 2019



19-096



**Department of
Design and
Construction**

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

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

VOLUME 2 OF 3

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

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY

IN HOUSE DESIGN

MARCH 15, 2017



b

CITY OF NEW YORK

**DEPARTMENT OF
DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURES**

INFORMATION FOR BIDDERS

MAY 2019

(NO TEXT ON THIS PAGE)

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

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SECTION 6.	AGENCY CONTACT	2
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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. 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

FEBRUARY 2019

THE DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS:

- I. POLICY ON SITE SAFETY**
- II. PURPOSE**
- III. DEFINITIONS**
- IV. RESPONSIBILITIES**
- V. SAFETY QUESTIONNAIRE**
- VI. SAFETY PROGRAM AND SITE SAFETY PLAN**
- VII. KICK-OFF/PRE-CONSTRUCTION MEETINGS AND SAFETY REVIEW**
- VIII. EVALUATION DURING WORK IN PROGRESS**
- IX. SAFETY PERFORMANCE EVALUATION**

City of New York Department of Design and Construction: Safety Requirements
Safety and Site Support– Quality Assurance and Construction Safety

I. POLICY ON SITE SAFETY

The City of New York Department of Design and Construction (DDC) is committed to a policy of injury and illness prevention and risk management for construction work that will ensure the safety and health of the workers engaged in the projects and the protection of the general public. Therefore, it is DDC's policy that work carried out by Contractors on DDC jobsites must, at a minimum, comply with applicable federal, state and city laws, rules and regulations, including without limitation:

- ❑ U. S. Department of Labor 29 Code of Federal Regulations (CFR) Part 1926 and applicable Sub-parts of Part 1910 – U.S. Occupational Safety and Health Administration (OSHA); New York State Department of Labor Industrial Code Rule 23 – Protection in Construction, Demolition and Excavation;
- ❑ New York City Construction Codes, Title 28
- ❑ NYC Department of Transportation Title 34 Chapter 2 – Highway Rules
- ❑ New York State Department of Labor Industrial Code Rule 16 NYCRR Part 753
- ❑ Title 15 of the Rules of the City of New York, Chapter 13 Citywide Construction Dust Mitigation
- ❑ Manual on Uniform Traffic Control Devices (MUTCD)
- ❑ Title 15 of the Rules of the City of New York, Chapter 28 Citywide Construction Noise Mitigation

II. PURPOSE

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

III. DEFINITIONS

Agency Chief Contracting Officer (ACCO): The ACCO shall mean the person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the CCPO.

Competent Person: As defined by OSHA, an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous, or dangerous to employees or the general public, and who has authorization to take prompt corrective measures to eliminate them.

Construction Safety Auditor: A representative of the QA&CS Construction Safety Unit who provides inspection and assessment services to enhance health and safety on all DDC construction projects. The activities of the Construction Safety Auditor include performing site surveys, reviewing health and safety plans, reviewing construction permits, and rendering technical advice and assistance to DDC Resident Engineers and Project Managers.

Construction Safety Unit: A part of QA&CS within the Division of Program Management/ Safety & Site Support that assesses contractor safety on DDC jobsites and advises responsible parties of needed corrective actions.

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Construction Superintendent: A representative of the contractor responsible for overseeing performance of the required construction work. This individual must engage in sound construction practices, and is responsible to maintain a safe work site. In the case of a project involving the demolition, alteration or new construction of buildings, the Construction Superintendent must be licensed by the NYC Department of Buildings.

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

Daily Safety Job Briefing: Daily jobsite safety meetings, giving to all jobsite personnel by contractor, with the purpose of discussing project specific safety procedures for the scheduled construction work.

Director - Quality Assurance and Construction Safety (QA&CS): Responsible for the operations of the QACS Construction Safety Unit and the DDC Site Safety management programs.

Job Hazard Analysis (JHA): A process of identifying the major job steps and any potential site-specific hazards that may be present during construction and establishing the means and methods to eliminate or control those hazards.

Qualified Person: As defined by OSHA, an individual who, by possession of a recognized degree, certificate, license or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his or her ability to solve problems relating to the subject matter, the work, or the project. Qualified Persons are required under regulation to address issues pertaining, but without limit, to fall protection, scaffold design and trenching and shoring, among others.

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

Project Safety Representative: The designated project safety representative shall have completed an authorized 30 hour OSHA Construction Safety Course and other safety training applicable to Contractor’s/subcontractor’s project work. Except in instances where a dedicated Project Safety Manager is required, a Project Safety Representative may also function as a superintendent, foreman or crew leader on the Project, but must have sufficient experience and authority to undertake corrective actions and must qualify to be a competent person. No work is to be performed on site when a Project Safety Representative is not present.

Project Safety Manager: A dedicated, full-time project safety manager may be a contractual requirement on large projects or projects deemed by DDC to be particularly high risk. This would be in addition or in lieu of a Contractor’s Project Safety Representative. This individual shall not have any other assigned duties. This individual shall have received, at a minimum an authorized 30 hour OSHA Construction Safety Course. Other examples of acceptable training are OSHA Safety and Health Standards for the Construction Industry training program (OSHA 510), Certified Safety Professional (CSP), Certified Industrial Hygienist (CIH) or a degree/certificate in a safety and health from a college-level curriculum. A Project Safety Manager shall possess the additional training, years of experience, and skills necessary to thoroughly understand the health and safety hazards and controls for large construction projects, including the full scope of the specific Work.

QA&CS – Quality Assurance and Construction Safety of the New York City Department of Design and Construction.

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Resident Engineer (RE) / Construction Project Manager (CPM): Representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the work. (The RE/CPM may be a third-party consultant, including a Construction Management firm, retained by DDC)

Safety Program: Established by the Contractor that covers all operations of that Contractor and establishes the Contractor's overall safety policy, regulatory compliance plan and minimum safety standards. The Safety Program must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

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

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

Site Safety Plan: A site-specific safety plan developed by the Contractor for a specific project. The Site Safety Plan must identify hazards associated with the project, and include specific safety procedures and training appropriate and necessary to complete the work. The Site Safety Plan must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

Unsafe or Unhealthy Condition: A condition that could be potentially hazardous to the health and safety of personnel or the public, and/or damaging to equipment, machinery, property or the environment.

Weekly Safety Meetings: Weekly documented jobsite safety meetings, given to all jobsite personnel by contractor, with the purpose of discussing general safety topics and job specific requirements encountered at the DDC work site.

Work: The construction required by the Contract Documents whether completed or partially completed, performed by the Contractor/ subcontractors. Work refers to the furnishing of labor, furnishing and incorporating materials and equipment into the construction and providing any service required by the Contract Documents to fulfill the Contractor's obligation to complete the Project.

IV. RESPONSIBILITIES

All persons who manage, perform, and provide support for construction projects shall conduct operations in compliance with the requirements identified in this Policy and all applicable governing regulatory agency requirements and guidelines pertaining to safety in construction.

A. DDC or CM Resident Engineer / Construction Project Manager

- Monitors the issuance of safety- related permits, approvals and drawings and maintains copies on site.
- Monitors construction-related work activities to confirm that they are conducted in accordance with DDC policies and all applicable regulations that pertain to construction safety.
- Maintains documentation and periodically attends weekly safety meetings and daily safety job briefings.
- Notifies the Construction Safety Unit and the ACCO's Insurance and Risk Management Unit of project- related accidents and emergencies, as per DDC's Construction Safety Emergency and Accident Notification and Response Protocol.
- Gathers facts related to all accidents and prepares DDC Construction Accident Report.

City of New York Department of Design and Construction: Safety Requirements
Safety and Site Support– Quality Assurance and Construction Safety

- Notifies the Construction Safety Unit within two (2) hours of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB or others and forwards a copy of the inspection report within three days of its receipt.
- Monitors the conditions at the site for conformance with the contractor's Site Safety Plan and DDC construction documents.
- Notifies the contractor and DDC in the event that any condition or activity exists that is not in compliance with the contractor's Site Safety Plan, applicable federal, state or local codes or any condition that presents a potential risk of injury to the public or workers or possible damage to property.
- Notifies DDC of any unsafe or unhealthy condition and directs the contractor to provide such labor, materials, equipment and supervision to abate such conditions.
- Escort and assist QA&CS Construction Safety Auditors during the field and record inspections.
- Reports emergency conditions to the Construction Safety Unit immediately.

B. Contractors

- Submit a completed Safety Questionnaire and other safety performance related documentation with its bid or as part of a pre-qualification package.
- Complete a written Job Hazard Analysis (JHA) that identifies safety hazards for project specific work tasks and hazard control methods. A written JHA shall be available at the site for reference and included in the Site Safety Plan submitted by the contractor.
- Submit a Site Safety Plan and Safety Program within 30 days from the Award Date or as otherwise directed. The Site Safety Plan and Safety Program are subject to review and acceptance by the Construction Safety Unit prior to the commencement of work at the site. The Site Safety Plan shall be revised and updated as necessary.
- Develop project specific safety procedures to protect general public during all construction activities for the duration of the project.
- Ensure that all employees are aware of the hazards associated with the project through documented formal and informal training and/or other communications. Conduct and document weekly safety meetings and daily job briefing sessions for the duration of the project. Documentation to be provided to the RE/CPM on a monthly basis.
- Name the Project Safety Representative and Project Safety Manager, if required. The Contractor will be required to identify the Project Safety Representative and Project Safety Manager in the Site Safety Plan. Resumes, outlining the qualification and experience for the Project Safety Representative and Project Safety Manager, shall be available upon request. DDC reserves the right to request that the Contractor replace any Project Safety Representative or Project Safety Manager for any reason at any time during the project.
- Name a Competent Person(s), The Contractor will be required to identify a Competent Person(s) in the Site Safety Plan.
- Comply with all mandated federal, state and local safety and health rules and regulations.
- Comply with all provisions of the Site Safety Plan.
- Conduct applicable safety training prior to the commencement of work at the site. All training records (OSHA 10-hour, flagger, scaffold, fall protection, confined space entry, etc.) shall be provided to the RE/CPM prior to mobilization, included in the Site Safety Plan, kept current during the course of the project, and available for review. Prior to performing any work on DDC project all employees shall have successfully completed, within the previous five calendar years, a 10 Hour OSHA construction safety course.
- As part of the Site Safety Plan, prepare a site specific programs and plans, such as MPT plan, steel erection plan, confined space program, fall protection plan, demolition plan, etc. (if not otherwise provided in the contract documents) and comply with all of its provisions.
- Conduct and document site-specific safety orientation for Contractor personnel to review the hazards associated with the project as identified in the Site Safety Plan and the specific safety procedures and

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controls that will be used to protect workers, the general public and property. The Project Safety Representative and/or Project Safety Manager will conduct this training prior to mobilization and provide documentation to the RE/CPM.

- Provide, replace and adequately maintain at or around the project site, suitable and sufficient signage, lights, barricades and enclosures (fences, sidewalk sheds, netting, bracing, etc.).
- Report unsafe or unhealthy conditions to the RE/CPM as soon as practical, but no more than 24 hours after discovery, and take prompt actions to remove or abate such conditions.
- Report any accidents involving injuries to workers or the general public, as well as property damage, to the RE/CPM within one (1) hour.
- Following an accident, the Contractor shall not remove or alter any equipment, structure, material, or evidence related to the accident. Exception: Immediate emergency procedures taken to secure structures, temporary construction, operations, or equipment that pose a continued imminent danger or facilitate assistance for persons who are trapped or who have sustained bodily injury.
- Notify the RE/CPM within one (1) hour of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB or others.
- Maintain all records pertaining to all required compliance documents and accident and injury reports.
- Address DDC recommendations on safety, which shall in no way relieve the Contractor of its responsibilities for safety on the project. The Contractor has sole responsibility for safety.

V. SAFETY QUESTIONNAIRE

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

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

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

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

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VI. SAFETY PROGRAM AND SITE SAFETY PLAN

Within thirty (30) days from the Award Date, or as otherwise directed, the Contractor shall submit the following: (1) Safety Program, and (2) Site Safety Plan. The Safety Program shall set forth the Contractor's overall safety policy, regulatory compliance plan and minimum safety standards. The Site Safety Plan shall identify project work scope, safety hazards associated with the project tasks, and include specific safety procedures and training appropriate and necessary to complete the work. The Safety Program and the Site Safety Plan are subject to review and acceptance by the Construction Safety Unit prior to the commencement of work at the site. Failure by the Contractor to submit an acceptable Site Safety Plan and Safety Program shall be grounds for default.

Safety Program: Corporate Safety Program established by the Contractor that includes the Contractor's overall safety policy, regulatory compliance plan and basic safety procedures covering all aspects of construction operations, performed by the Contractor. The Safety Program shall be a written document with a separate section describing each element of the Safety Program. The Safety Program shall have at minimum the following elements applicable to the Contractor's operations:

- Responsibility and Organization – Contractor's company organization chart, including titles, names, contact information, roles and responsibilities for key personnel, etc.
- Safety Training Program – Contractor's corporate training program.
- Hazard Corrective Actions – Criteria for safety inspections, identification of safety non-compliances, implementation and verification of corrective actions, forms to document safety inspections results, etc.
- Accident/Exposure Investigation
- Recordkeeping and Reporting Injuries – Responsible staff; reporting and recording criteria; OSHA 300 and 300A form completion, etc.
- Fire Protection and Prevention Program
- Housekeeping
- Illumination
- Sanitation
- Personal Protective Equipment (PPE) – Company policy for the use of head protection, foot protection, hearing protection, eye and face protection, protective clothing, and any additional protective equipment based on work tasks; PPE inspection and replacement policy.
- Hazard Communication Program
- Employee Emergency Action Plan
- Protection of Underground Facilities and Utilities
- Ionizing/Nonionizing Radiation
- Material Handling, Storage, Use and Disposal
- Tools – Hand and Power
- Signs, Signals, and Barricades
- Scaffold – Local Law 52 requirements, installation, use, inspection, dismantling, training and general safety requirements.
- Welding and Cutting
- Electrical Safety
- Fall Protection
- Cranes, Derrick, Hoists, Elevators, Conveyors
- Excavation Safety
- Concrete and Masonry Construction
- Maintenance and Protection of Traffic
- Steel Erection
- Demolition
- Blasting and the Use of Explosives
- Stairways and Ladders

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- Toxic and Hazardous Substances
- Alcohol and Drug Abuse Policy
- Rodents and Vermin
- Occupational Noise Exposure
- Confined Space Program – General confined Space Program: training requirements, confined space hazard evaluation procedure, atmospheric testing procedure, confined space classification, permit-required procedure, communication procedure, rescue procedure, forms, etc.
- Construction Vehicles/Heavy Equipment
- Dust Control Procedures

Site Safety Plan: The Site Safety Plan shall be a written document and shall apply to all project specific Contractor and subcontractor operations, and shall have at a minimum, the following elements with each element described in a separate section (It may be necessary to modify the basic format for certain unique or high-risk projects, such as tunnels or high-rise construction):

- Project Work Scope – Detailed information regarding work tasks that will be performed by contractor and subcontractors under the project.
- Responsibility and Organization – Contractor’s organization chart with responsible staff for the project, including titles, names, contact information, roles and responsibilities.
- Safety Training and Education – OSHA 10 Hours training, requirements for daily safety briefings and weekly safety meetings, any work task specific training, responsible staff for implementation of training program for the project.
- Job Hazard Analysis (JHA) – Project specific Job Hazard Analysis including work tasks, identified hazards, hazard control methods (administrative, engineering, PPE), contractor’s name, project id, location, name and signature of a certifying person, hazard assessment date.
- Protection of Public
- Hazard Corrective Actions – Responsible staff, forms, frequency of safety inspections and implementation of corrective actions.
- Accident/Exposure Investigation – Accident/incident notification procedure of DDC project staff. Project specific procedures for accident investigation and implementation of corrective actions.
- First Aid and Medical Attention – Responsible staff, location and inspection of First Aid kit, directions to local hospitals; emergency telephone numbers.
- Project Specific Fire Protection and Prevention Program.
- Project Specific Illumination Procedure.
- Project Specific Sanitation Procedure.
- Personal Protective Equipment (PPE)
- Hazard Communication Program – Responsible staff; training; SDS records, project specific list of chemical; location of the program and SDS records.
- Means of Egress – Information regarding free and unobstructed egress from all parts of the building or structure; exit marking; maintenance of means of egress, etc.
- Employee Emergency Action Plan – Project specific: responsible staff, emergency alarm system, evacuation procedure, procedure to account for employees after evacuation, etc.
- Evacuation Plan – Project specific evacuation plan (drawing/scheme) with exists and evacuation routes.
- Protection of Underground Facilities and Utilities, including responsible staff.
- Ionizing/Nonionizing Radiation – Competent person, license and qualification requirements, type of radiation, employees exposure and protection, etc.
- Material Handling, Storage, Use and Disposal – Project specific information regarding material storage and disposal.
- Signs, Signals, and Barricades – Use of danger/warning signs, sidewalk closure, safety instruction signs, pedestrian fencing and barricades, etc.
- Scaffold – Project specific scaffold types, training, scaffold drawings, competent person, criteria for project specific scaffold, falling object protection.

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- Welding and Cutting – project specific procedure for welding and cutting, including all necessary safety requirements such as fire prevention, personal protective equipment, hot work permits, FDNY certificate requirements.
- Fall Protection – Project specific information regarding selected fall protection systems, fall protection plan.
- Cranes, Derrick, Hoists, Elevators, Conveyors – project specific equipment information including type, rated load capacity, manufacture specification requirements, competent person, exposure to falling load, inspection, recordkeeping, clearance requirements, communication procedure, ground lines, permits.
- Excavation Safety – Competent person, project specific protective system.
- Maintenance and Protection of Traffic Plan – Project specific MPT plan, flagmen training.
- Steel Erection – Site specific erection plan, requirements for applicable written notifications, competent person.
- Demolition – Engineering survey, including written evidence, disconnection of all effected utilities, identification of all hazardous chemicals, materials, gases, etc., floor openings, chutes, inspection and maintenance of all stairs/passageways, removal of materials/debris/structural elements, lock out/tag out, competent person.
- Blasting and the Use of Explosives – Project specific safety procedures, warning signs, training/qualification, transportation, storage and use of explosives, inspection.
- Toxic and Hazardous Substances – Safety procedures for substances to be used on project.
- Noise Mitigation Plan – Completed project specific Noise Mitigation Plan.
- Confined Space Program – Project specific Confined Space Program, responsible staff, training records, equipment information, rescue procedure, list of project specific confined spaces, forms.
- Construction Vehicles/Heavy Equipment – Type of construction vehicles/heavy equipment to be used on site.
- Dust Mitigation Plan – Completed project specific Dust Mitigation Plan.

The most critical component of the Site Safety Plan is the Job Hazard Analysis (JHA) section. The JHA form is a written document prepared by the contractor. The contractor must conduct a site and task assessment JHA to identify the major job steps and any potential safety or environmental hazards related to performance of the work, eliminate or implement controls for the potential hazards, and identify proper personal protective equipment for the task. The JHA shall be communicated to all contractor/subcontractor personnel on site.

The initial Job Hazard Assessment form shall be included in the contractor's Site Safety Plan and the current form shall be available at the construction site for reference.

Certain DDC programs, such as Job Order Contracting System (JOCS), may not necessarily require Site Safety Plans. The JOCS contractor shall submit a Safety Program. The Site Safety Plan requirement for the JOCS contractor will be determined by QA&CS based on a project work scope, construction activities and project location. In addition, certain DDC Operating Units may establish client-specific program or safety requirements. The contractor's Site Safety Plan must address such client-specific program or safety requirements.

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

RE/CPM shall invite QA&CS Construction Safety Unit to the construction kick-off meeting. A QA&CS representative will participate in this meeting with the Contractor and RE/CPM prior to the start of the project for the purpose of:

- A. Reviewing the safety issues detailed in the contract.
- B. Reviewing the Site Safety Plan.
- C. Reviewing any new issues or information that was not previously addressed.
- D. Discussing planned inspections and audits of the site by QA&CS personnel.

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VIII. EVALUATION DURING WORK IN PROGRESS

The Contractor's adherence to these Safety Requirements will be monitored throughout the project. This will be accomplished by the following:

- A. Use of a safety checklist by a representative of the Construction Safety Unit or other designated DDC representative or Consultant during regular, unannounced inspections of the job site. Field Exit Conferences will be held with the RE/CPM, Contractor Project Safety Representatives.
- B. The RE/CPM will continually monitor the safety and environmental performance of the contractor's employees and work methods. Deficiencies shall be brought to the attention of the contractor's representative on site for immediate correction. The DDC representative will maintain a written record of these deficiencies and have these records available upon request. Any critical deficiencies shall be immediately reported to QA&CS phone# (718) 391-1624 or (718) 391-1911.
- C. If the Contractor's safety performance during the project is not up to DDC standards (safety performance measure, accident/incident rate, etc.) the Director - QA&CS, or his/her designee will meet with the Contractor's Project Safety Representative and or Project Safety Manager, the DDC Project Manager, the RE/CPM, and the DDC Environmental Specialist (if environmental issues are involved). The purpose of this meeting is to 1) determine the level of non-compliance; 2) explain and clarify the safety/environmental provisions; 3) agree on a future course of action to correct the deficiencies.
- D. If the deficiencies continue to occur with inadequate attention by the contractor, this shall, among other remedies available, be grounds for default.
- E. The contractor shall within 1 hour inform the RE/CPM/CM of all accidents/incidents including all fatalities, any injuries to employees or members of the general public, and property damage (e.g., structural damage, equipment rollovers, utility damage, loads dropped from crane). The RE/CPM shall notify the Construction Safety Unit as per DDC's Construction Safety Emergency and Accident Notification and Response Protocol and shall maintain a record of all contractor accidents/incidents for the project.
- F. The Construction Safety Unit shall be notified within two (2) hours of the start of any NYS-DOL/ NYC-COSH/ OSHA/ EPA inspections.

IX. SAFETY PERFORMANCE EVALUATION

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

CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT

March 2017

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**CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT**

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WITNESSETH:

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

CHAPTER I: THE CONTRACT AND DEFINITIONS

ARTICLE 1. THE CONTRACT

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

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

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The **Contract**;

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

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

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

ARTICLE 2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.1.17 **"Federal-Aid Contract"** shall mean a contract in which the United States (federal) Government provides financial funding as so designated in the Information for Bidders.

2.1.18 **"Final Acceptance"** shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.

2.1.19 **"Final Approved Punch List"** shall mean a list, approved pursuant to Article 14.2.2, specifying those items of Work to be completed by the Contractor after Substantial Completion and dates for the completion of each item of Work.

2.1.20 **"Law"** or **"Laws"** shall mean the Constitution of the State of New York, the New York City Charter, the New York City Administrative Code, a statute of the United States or of the State of New York, a local law of the City of New York, any ordinance, rule or regulation having the force of law, or common law.

2.1.21 **"Materialman"** shall mean any corporation, firm, partnership, joint venture, or individual, other than employees of the Contractor, who or which contracts with the Contractor or any Subcontractor, to fabricate or deliver, or who actually fabricates or delivers, plant, materials or equipment to be incorporated in the Work.

2.1.22 **"Means and Methods of Construction"** shall mean the labor, materials, temporary structures, tools, plant, and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.

2.1.23 **"Notice to Proceed"** or **"Order to Work"** shall mean the written notice issued by the Commissioner specifying the time for commencement of the Work and the Engineer, Architect or Project Manager.

2.1.24 **"Other Contractor(s)"** shall mean any contractor (other than the entity which executed this Contract or its Subcontractors) who or which has a contract with the City for work on or adjacent to the building or Site of the Work.

2.1.25 **"Payroll Taxes"** shall mean State Unemployment Insurance (SUI), Federal Unemployment Insurance (FUI), and payments pursuant to the Federal Insurance Contributions Act (FICA).

2.1.26 **"Project"** shall mean the public improvement to which this Contract relates.

2.1.27 **"Procurement Policy Board" (PPB)** shall mean the Agency of the City of New York whose function is to establish comprehensive and consistent procurement policies and rules which shall have broad application throughout the City.

2.1.28 **"Required Quantity"** in a unit price Contract shall mean the actual quantity of any item of Work or materials which is required to be performed or furnished in order to comply with the Contract.

2.1.29 **"Resident Engineer"** shall mean the representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the Work.

2.1.30 **"Site"** shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.

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

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

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

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

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

CHAPTER II: THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

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

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

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

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

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

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

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

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

ARTICLE 5. COMPLIANCE WITH LAWS

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

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

5.3 Noise Control Code provisions.

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

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

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

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

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

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

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

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

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

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

5.4.2 Ultra Low Sulfur Diesel Fuel

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

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

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

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

5.4.2(d) **Contractors** may check on determinations and approvals issued by the DEP Commissioner pursuant to Section 24-163.3 of the Administrative Code, if any, at www.dep.nyc.gov 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 PSL and the Rules, and as amended, if applicable, in the performance of this **Contract**. The **Contractor** further acknowledges that such compliance is a material term of this **Contract** and that failure to comply with the PSL in performance of this **Contract** may result in its termination.

35.5.1(d) The **Contractor** must notify the **Agency Chief Contracting Officer** of the **Agency** with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSL involving the performance of this **Contract**. Additionally, the **Contractor** must cooperate with DCA's education efforts and must comply with DCA's subpoenas and other document demands as set forth in the PSL and Rules.

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

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

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

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

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

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

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

35.5.2(d) An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the 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 PSSL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSSL.

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 PSSL. 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 PSSL 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 PSSL.

35.5.7 Enforcement and Penalties.

35.5.7(a) Upon receiving a complaint alleging a violation of the PSSL, 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 PSSL 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 PSSL 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 PSSL 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** and located in New York City). The **Contractor** shall reasonably cooperate with SBS and the **City** on specific outreach events, including "Hire-on-the-Spot" events, for the hiring of trades workers in connection with the **Work**. If provided elsewhere in this **Contract**, this **Contract** is subject to a project labor agreement.

35.6.1 Enrollment. The **Contractor** shall enroll with the HireNYC system, found at www.nyc.gov/sbs, within thirty (30) days after the registration of this **Contract** pursuant to Section 328 of the New York City Charter. The **Contractor** shall provide information about the business, designate a primary contact and say whether it intends to hire for any entry to mid-level job opportunities arising from this **Contract** and located in New York City, and, if so, the approximate start date of the first hire.

35.6.2 Job Posting Requirements.

35.6.2(a) Once enrolled in HireNYC, the **Contractor** agrees to update the HireNYC portal with all entry to mid-level job opportunities arising from this **Contract** and located in New York City, if any, which shall be defined as jobs requiring no more than an associate degree, as provided by the New York State Department of Labor (see Column F of <https://labor.ny.gov/stats/2012-2022-NYS-Employment-Prospects.xls>). The information to be updated includes the types of entry and mid-level positions made available from the work arising from the **Contract** and located in New York City, the number of positions, the anticipated schedule of initiating the hiring process for these positions, and the contact information for the **Contractor's** representative charged with overseeing hiring. The **Contractor** must update the HireNYC portal with any hiring needs arising from the contract and located in New York City, and the requirements of the jobs to be filled, no less than three weeks prior to the intended first day of employment for each new position, except with the permission of SBS, not to be unreasonably withheld, and must also update the HireNYC portal as set forth below.

35.6.2(b) After enrollment through HireNYC and submission of relevant information, SBS will work with the **Contractor** to develop a recruitment plan which will outline the candidate screening process, and will provide clear instructions as to when, where, and how interviews will take place. HireNYC will screen applicants based on employer requirements and refer applicants whom it believes are qualified to the **Contractor** for interviews. The **Contractor** must interview referred applicants whom it believes are qualified.

35.6.2(c) After completing an interview of a candidate referred by HireNYC, the **Contractor** must provide feedback via the portal within twenty (20) business days to indicate which candidates were interviewed and hired, if any. In addition, the **Contractor** shall provide the start date of new hires, and additional information

reasonably related to such hires, within twenty (20) business days after the start date. In the event the **Contractor** does not have any job openings covered by this Rider in any given year, the **Contractor** shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the **Contract** pursuant to Charter section 328 and each anniversary date.

35.6.2(d) These requirements do not limit the **Contractor's** ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Article 35.6 shall be interpreted so as to require the **Contractor** to employ any particular worker.

35.6.2(e) In addition, the provisions of this Article 35.6 shall not apply to positions that the **Contractor** intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York. The **Contractor** shall not be required to report such openings with HireNYC. However, the **Contractor** shall enroll with the HireNYC system pursuant to Article 35.6.1, above, and, if such positions subsequently become open, then the remaining provisions of this Article 35.6 will apply.

35.6.3 Breach and Liquidated Damages. If the **Contractor** fails to comply with the terms of the **Contract** and this Article 35.6 (1) by not enrolling its business with HireNYC; (2) by not informing HireNYC, as required, of open positions; or (3) by failing to interview a qualified candidate, the **Agency** may assess liquidated damages in the amount of two-thousand five hundred dollars (\$2,500) per breach. For all other events of noncompliance with the terms of this Article 35.6, the **Agency** may assess liquidated damages in the amount of five hundred dollars (\$500) per breach. Furthermore, in the event the **Contractor** breaches the requirements of this Article 35.6 during the term of the **Contract**, the **City** may hold the **Contractor** in default of this **Contract**.

35.6.4 Audit Compliance. In addition to the auditing requirements set forth in other parts of the **Contract**, the **Contractor** shall permit SBS and the **City** to inspect any and all records concerning or relating to job openings or the hiring of individuals for work arising from the **Contract** and located in New York City. The **Contractor** shall permit an inspection within seven (7) business days of the request.

35.6.5 Other Reporting Requirements. The **Contractor** shall report to the **City**, on a monthly basis, all information reasonably requested by the **City** that is necessary for the **City** to comply with any reporting requirements imposed by Law, including any requirement that the **City** maintain a publicly accessible database. In addition, the **Contractor** agrees to comply with all reporting requirements imposed by Law, or as otherwise requested by the **City**.

35.6.6 Federal Hiring Requirements. If this **Contract** is federally funded (as indicated elsewhere in this **Contract**), the **Contractor** shall comply with all federal hiring requirements as may be set forth in this **Contract**, including, as applicable: (a) Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing and Executive Order 11246, which prohibits discrimination in employment due to race, color, religion, sex or national origin, and requires the implementation of goals for minority and female participation for work involving any construction trade.

ARTICLE 36. NO DISCRIMINATION

36.1 The **Contractor** specifically agrees, as required by Labor Law Section 220-e, as amended, that:

36.1.1 In the hiring of employees for the performance of **Work** under this **Contract** or any subcontract hereunder, neither the **Contractor**, **Subcontractor**, nor any person acting on behalf of such **Contractor** or **Subcontractor**, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the **Work** to which the employment relates;

36.1.2 Neither the **Contractor**, **Subcontractor**, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of **Work** under this **Contract** on account of race, creed, color or national origin;

36.1.3 There may be deducted from the amount payable to the **Contractor** by the **City** under this **Contract** a penalty of fifty (\$50.00) dollars for each person for each **Day** during which such person was discriminated against or intimidated in violation of the provisions of this **Contract**; and

36.1.4 This **Contract** may be cancelled or terminated by the **City** and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Article 36.

36.1.5 This Article 36 covers all construction, alteration and repair of any public building or public work occurring in the State of New York and the manufacture, sale, and distribution of materials, equipment, and supplies to the extent that such operations are performed within the State of New York pursuant to this **Contract**.

36.2 The **Contractor** specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon

conviction thereof, be punished by a fine of not more than one hundred (\$100.00) dollars or by imprisonment for not more than thirty (30) **Days**, or both.

36.3 This **Contract** is subject to the requirements of Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this **Contract**, the **Contractor** agrees that it:

36.3.1 Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and

36.3.2 Will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and

36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the **Contractor** that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status, disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

36.3.4 Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and

36.3.5 Will furnish, before the award of the **Contract**, all information and reports, including an employment report, that are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the City Department of Business Services, Division of Labor Services (**DLS**) and will permit access to its books, records, and accounts by the **DLS** for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

36.4 The **Contractor** understands that in the event of its noncompliance with the nondiscrimination clauses of this **Contract** or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this **Contract** and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the **DLS**, the Director of the **DLS** may direct the **Commissioner** to impose any or all of the following sanctions:

36.4.1 Disapproval of the **Contractor**; and/or

36.4.2 Suspension or termination of the **Contract**; and/or

36.4.3 Declaring the **Contractor** in default; and/or

36.4.4 In lieu of any of the foregoing sanctions, the Director of the **DLS** may impose an employment program.

In addition to any actions taken under this **Contract**, failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in a **City Agency** declaring the **Contractor** to be non-responsible in future procurements. The **Contractor** further agrees that it will refrain from entering into any **Contract** or **Contract** modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a **Subcontractor** who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

36.5 The **Contractor** specifically agrees, as required by Section 6-123 of the Administrative Code, that:

36.5.1 The **Contractor** will not engage in any unlawful discriminatory practice in violation of Title 8 of the Administrative Code; and

36.5.2 Any failure to comply with this Article 36.5 may subject the **Contractor** to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the **Contractor** to be in default, cancellation of the **Contract**, or any other sanction or remedy provided by **Law** or **Contract**.

ARTICLE 37. LABOR LAW REQUIREMENTS

37.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as amended. Such compliance is a material term of this **Contract**.

37.2 The **Contractor** specifically agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:

37.2.1 **Hours of Work:** No laborer, worker, or mechanic in the employ of the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by this **Contract** shall be permitted or required to work more than eight (8) hours in any one (1) **Day**, or more than five (5) **Days** in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.

37.2.2 In situations in which there are not sufficient laborers, workers, and mechanics who may be employed to carry on expeditiously the **Work** contemplated by this **Contract** as a result of such restrictions upon the number of hours and **Days** of labor, and the immediate commencement or prosecution or completion without undue delay of the **Work** is necessary for the preservation of the **Site** and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to work more than eight (8) hours in any one (1) **Day**; or five (5) **Days** in any one (1) week; provided, however, that upon application of any **Contractor**, the **Commissioner** shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "Commissioner of Labor") that such public **Work** is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such Commissioner of Labor shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220.2.

37.2.3 Failure of the **Commissioner** to make such a certification to the Commissioner of Labor shall not entitle the **Contractor** to damages for delay or for any cause whatsoever.

37.2.4 Prevailing Rate of Wages: The wages to be paid for a legal day's **Work** to laborers, workers, or mechanics employed upon the **Work** contemplated by this **Contract** or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor Law Section 220, and as fixed by the **Comptroller** in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the **Work** is being performed.

37.2.5 Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the **Work** under this **Contract**. In the event that a trade not listed in the **Contract** is in fact employed during the performance of this **Contract**, the **Contractor** shall be required to obtain from the **Agency** the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this **Contract** at the price at which the **Contract** was awarded.

37.2.6 Minimum Wages: Except for employees whose wage is required to be fixed pursuant to Labor Law Section 220, all persons employed by the **Contractor** and any **Subcontractor** in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this **Contract**, shall be paid, without subsequent deduction or rebate unless expressly authorized by **Law**, not less than the sum mandated by **Law**.

37.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by the **Contractor** in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary, and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this Article 37.3.

37.4 Prevailing Wage Enforcement: The **Contractor** agrees to pay for all costs incurred by the **City** in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the **Agency** or the **Comptroller**, where the **City** discovers a failure to comply with any of the requirements of this Article 37 by the **Contractor** or its **Subcontractor(s)**. The **Contractor** also agrees that, should it fail or refuse to pay for any such investigation, the **Agency** is hereby authorized to deduct from a **Contractor's** account an amount equal to the cost of such investigation.

37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this **Contract** shall be forfeited and no sum paid for any **Work** done hereunder on a second conviction for willfully paying less than:

37.4.1(a) The stipulated prevailing wage scale as provided in Labor Law section 220, as amended; or

37.4.1(b) The stipulated minimum hourly wage scale as provided in Labor Law section 220-d, as amended.

37.4.2 For any breach or violation of either working conditions (Article 37.3) or minimum wages (Article 37.2.6) provisions, the party responsible therefor shall be liable to the **City** for liquidated damages, which may be withheld from any amounts due on any contracts with the **City** of such party responsible, or may be recovered in actions brought by the **City**

Corporation-Counsel in the name of the **City**, in addition to damages for any other breach of this **Contract**, for a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this **Contract**. In addition, the **Commissioner** shall have the right to cancel contracts and enter into other contracts for the completion of the original contract, with or without public letting, and the original **Contractor** shall be liable for any additional cost. All sums withheld or recovered as deductions, rebates, refunds, or underpayment of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the **Comptroller**, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within two (2) years from the date of actual notice to the **Contractor** of the withholding or recovery of such sums by the **City**.

37.4.3 A determination by the **Comptroller** that a **Contractor** and/or its **Subcontractor** willfully violated Labor Law Section 220 will be forwarded to the **City's** five District Attorneys for review.

37.4.4 The **Contractor's** or **Subcontractor's** noncompliance with this Article 37.4 and Labor Law Section 220 may result in an unsatisfactory performance evaluation and the **Comptroller** may also find and determine that the **Contractor** or **Subcontractor** willfully violated the New York Labor Law.

37.4.4(a) An unsatisfactory performance evaluation for noncompliance with this Article 37.4 may result in a determination that the **Contractor** is a non-responsible bidder on subsequent procurements with the **City** and thus a rejection of a future award of a contract with the **City**, as well as any other sanctions provided for by **Law**.

37.4.4(b) Labor Law Section 220-b, as amended, provides that when two (2) final determinations have been rendered against a **Contractor** or **Subcontractor** within any consecutive six (6) year period determining that such **Contractor** or **Subcontractor** has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with the Labor Law and this Article 37.4, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public works projects are rendered simultaneously, such **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the second final determination. If the final determination involves the falsification of payroll records or the kickback of wages or supplements, the **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the first final determination.

37.4.4(c) Labor Law Section 220, as amended, provides that the **Contractor** or **Subcontractor** found to have violated this Article 37.4 may be directed to make payment of wages or supplements including interest found to be due, and the **Contractor** or **Subcontractor** may be directed to make payment of a further sum as a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

37.5 The **Contractor** and its **Subcontractors** shall within ten (10) **Days** after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the **Contractor** and its **Subcontractors** engaged in the

performance of this **Contract** are employed, notices furnished by the **City**, in relation to prevailing wages and supplements, minimum wages, and other stipulations contained in Sections 220 and 220-h of the Labor Law, and the **Contractor** and its **Subcontractors** shall continue to keep such notices posted in such prominent and conspicuous places until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services required to be furnished or rendered under this **Contract**.

37.6 The **Contractor** shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:

37.6.1 **Notices Posted At Site:** Post, in a location designated by the **City**, schedules of prevailing wages and supplements for this **Project**, a copy of all re-determinations of such schedules for the **Project**, the Workers' Compensation Law Section 51 notice, all other notices required by **Law** to be posted at the **Site**, the **City** notice that this **Project** is a public works project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the **City** directs the **Contractor** to post. The **Contractor** shall provide a surface for such notices which is satisfactory to the **City**. The **Contractor** shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The **Contractor** shall post such notices before commencing any **Work** on the **Site** and shall maintain such notices until all **Work** on the **Site** is complete; and

37.6.2 **Daily Site Sign-in Sheets:** Maintain daily **Site** sign-in sheets, and require that **Subcontractors** maintain daily **Site** sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left work, until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services to be furnished or rendered under this **Contract** unless exception is granted by the **Comptroller** upon application by the **Agency**. In the alternative, subject to the approval of the **CCPO**, the **Contractor** and **Subcontractor** may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

37.6.3 **Individual Employee Information Notices:** Distribute a notice to each worker, laborer or mechanic employed under this **Contract**, in a form provided by the **Agency**, that this **Project** is a public works project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working. If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, such notice shall also include a statement that each worker, laborer or mechanic must be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration. Such notice shall be distributed to each worker before he or she starts performing any **Work** of this **Contract** and with the first paycheck after July first of each year. "Worker, laborer or mechanic" includes employees of the **Contractor** and all **Subcontractors** and all employees of suppliers entering the **Site**. At the time of distribution, the **Contractor** shall have each worker, laborer or mechanic sign a statement, in a form provided by the **Agency**, certifying that the worker has received the notice required by this Article 37.6.3, which signed statement shall be maintained with the payroll records required by this **Contract**; and

37.6.3(a) The **Contractor** and each **Subcontractor** shall notify each worker, laborer or mechanic employed under this **Contract** in writing of the prevailing rate of

wages for their particular job classification. Such notification shall be given to every worker, laborer, and mechanic on their first pay stub and with every pay stub thereafter; and

37.6.4 Site Laminated Identification Badges: The **Contractor** shall provide laminated identification badges which include a photograph of the worker's, laborer's or mechanic's face and indicate the worker's, laborer's or mechanic's name, trade, employer's name, and employment starting date (month/day/year). Further, the **Contractor** shall require as a condition of employment on the **Site**, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the **City**. The **Commissioner** may grant a written waiver from the requirement that the laminated identification badge include a photograph if the **Contractor** demonstrates that the identity of an individual wearing a laminated identification badge can be easily verified by another method; and

37.6.5 Language Other Than English Used On Site: Provide the **ACCO** notice when three (3) or more employees (worker and/or laborer and/or mechanic) on the **Site**, at any time, speak a language other than English. The **ACCO** will then provide the **Contractor** the notices described in Article 37.6.1 in that language or languages as may be required. The **Contractor** is responsible for all distributions under this Article 37; and

37.6.6 Provision of Records: The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, or the **Comptroller**, such records as are required to be kept by this Article 37.6; and

37.6.7 The Contractor and Subcontractor(s) shall pay employees by check or direct deposit. If this **Contract** is for an amount greater than one million (\$1,000,000) dollars, checks issued by the **Contractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**). For any subcontract for an amount greater than seven hundred fifty thousand (\$750,000) dollars, checks issued by a **Subcontractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**); and

37.6.8 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.7 The **Contractor** and its **Subcontractors** shall keep such employment and payroll records as are required by Section 220 of the Labor Law. The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of this Article 37.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.8 At the time the **Contractor** makes application for each partial payment and for final payment, the **Contractor** shall submit to the **Commissioner** a written payroll certification, in the form provided by this **Contract**, of compliance with the prevailing wage, minimum wage, and other provisions and stipulations required by Labor Law Section 220 and of compliance with the training requirements of Labor Law Section 220-h set forth in Article 35.2. This certification of compliance shall be a condition precedent to payment and no payment shall be made to the **Contractor** unless and until each such certification shall have been submitted to and received by the **Commissioner**.

37.9 This **Contract** is executed by the **Contractor** with the express warranty and representation that the **Contractor** is not disqualified under the provisions of Section 220 of the Labor Law from the award of the **Contract**.

37.10 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this **Contract**, and grounds for cancellation thereof by the **City**.

ARTICLE 38. PAYROLL REPORTS

38.1 The **Contractor** and its **Subcontractor(s)** shall maintain on the **Site** during the performance of the **Work** the original payrolls or transcripts thereof which the **Contractor** and its **Subcontractor(s)** are required to maintain and shall submit such original payrolls or transcripts, subscribed and affirmed by it as true, within thirty (30) **Days** after issuance of its first payroll, and every thirty (30) **Days** thereafter, pursuant to Labor Law Section 220(3-a)(a)(iii). The **Contractor** and **Subcontractor(s)** shall submit such original payrolls or transcripts along with each and every payment requisition. If payment requisitions are not submitted at least once a month, the **Contractor** and its **Subcontractor(s)** shall submit original payrolls and transcripts both along with its payment requisitions and independently of its payment requisitions.

38.2 The **Contractor** shall maintain payrolls or transcripts thereof for six (6) years from the date of completion of the **Work** on this **Contract**. If such payrolls and transcripts are maintained outside of New York City after the completion of the **Work** and their production is required pursuant to this Article 38, the **Contractor** shall produce such records in New York City upon request by the **City**.

38.3 The **Contractor** and **Subcontractor(s)** shall comply with any written order, direction, or request made by the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)**, or the **Comptroller**, to provide to the requesting party any of the following information and/or records within five (5) **Days** of such written order, direction, or request:

38.3.1 Such original payrolls or transcripts thereof subscribed and affirmed by it as true and the statements signed by each worker pursuant to this Chapter VIII; and/or

38.3.2 Attendance sheets for each **Day** on which any employee of the **Contractor** and/or any of the **Subcontractor(s)** performed **Work** on the **Site**, which attendance sheet shall be in a form acceptable to the **Agency** and shall provide information acceptable to the **Agency** to identify each such employee; and/or

38.3.3 Any other information to satisfy the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)** or the **Comptroller**, that this Chapter VIII and the Labor Law, as to the hours of employment and prevailing rates of wages and/or supplemental benefits, are being observed.

38.4 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 38.1 and/or 38.2 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

ARTICLE 39. DUST HAZARDS

39.1 Should a harmful dust hazard be created in performing the **Work** of this **Contract**, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals

of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this **Contract** voidable at the sole discretion of the **City**.

CHAPTER IX: PARTIAL AND FINAL PAYMENTS

ARTICLE 40. CONTRACT PRICE

40.1 The **City** shall pay, and the **Contractor** agrees to accept, in full consideration for the **Contractor's** performance of the **Work** subject to the terms and conditions hereof, the lump sum price or unit prices for which this **Contract** was awarded, plus the amount required to be paid for any **Extra Work** ordered by the **Commissioner** under Article 25, less credit for any **Work** omitted pursuant to Article 29.

ARTICLE 41. BID BREAKDOWN ON LUMP SUM

41.1 Within fifteen (15) **Days** after the commencement date specified in the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Resident Engineer**, the **Contractor** shall submit to the **Resident Engineer** a breakdown of its bid price, or of lump sums bid for items of the **Contract**, showing the various operations to be performed under the **Contract**, as directed in the progress schedule required under Article 9, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the **Resident Engineer**.

41.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **Resident Engineer**.

41.3 The **Contractor** shall also submit such other information relating to the bid breakdown as directed by the **Resident Engineer**. Thereafter, the breakdown may be used only for checking the **Contractor's** applications for partial payments hereunder, but shall not be binding upon the **City**, the **Commissioner**, or the **Engineer** for any purpose whatsoever.

ARTICLE 42. PARTIAL PAYMENTS

42.1 From time to time as the **Work** progresses satisfactorily, but not more often than once each calendar month (except where the **Commissioner** approves in writing the submission of invoices on a more frequent basis and for invoices relating to **Work** performed pursuant to a change order), the **Contractor** may submit to the **Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period.

42.2 Partial payments may be made for materials, fixtures, and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the General Conditions.

42.3 The **Contractor** shall also submit to the **Commissioner** in connection with every application for partial payment a verified statement in the form prescribed by the **Comptroller** setting forth the information required under Labor Law Section 220-a.

42.4 Within thirty (30) **Days** after receipt of a satisfactory payment application, and within sixty (60) **Days** after receipt of a satisfactory payment application in relation to **Work** performed pursuant to a change order, the **Engineer** will prepare and certify, and the **Commissioner** will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the **Commissioner** under the terms of this **Contract** or by **Law**.

ARTICLE 43. PROMPT PAYMENT

43.1 The Prompt Payment provisions of the **PPB Rules** in effect at the time of the bid will be applicable to payments made under this **Contract**. The provisions require the payment to the **Contractor** of interest on payments made after the required payment date, except as set forth in the **PPB Rules**.

43.2 The **Contractor** shall submit a proper invoice to receive payment, except where the **Contract** provides that the **Contractor** will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

43.3 Determination of interest due will be made in accordance with the **PPB Rules**.

43.4 If the **Contractor** is paid interest, the proportionate share(s) of that interest shall be forwarded by the **Contractor** to its **Subcontractor(s)**.

43.5 The **Contractor** shall pay each **Subcontractor** or **Materialman** not later than seven (7) **Days** after receipt of payment out of amounts paid to the **Contractor** by the **City** for **Work** performed by the **Subcontractor** or **Materialman** under this **Contract**.

43.5.1 If **Contractor** fails to make any payment to any **Subcontractor** or **Materialman** within seven (7) **Days** after receipt of payment by the **City** pursuant to this Article 43.5, then the **Contractor** shall pay interest on amounts due to such **Subcontractor** or **Materialman** at the rate of interest in effect on the date such payment is made by the **Contractor** computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the **Day** immediately following the expiration of the seventh **Day** following receipt of payment by the **Contractor** from the **City** and shall end on the date on which payment is made.

43.6 The **Contractor** shall include in each of its subcontracts a provision requiring each **Subcontractor** to make payment to each of its **Subcontractors** or **Materialmen** for **Work** performed under this **Contract** in the same manner and within the same time period set forth above.

ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT

44.1 The **Contractor** shall submit with the **Substantial Completion** requisition:

44.1.1 A final verified statement of any pending Article 27 disputes in accordance with the **PPB Rules** and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the

Contractor claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

44.1.1(a) With respect to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City Corporation Counsel** shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 44.1.1(a) is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor** upon acceptance of the **Substantial Completion** payment pursuant to this Article 44, will have waived any such claims.

44.1.2 A Final Approved Punch List.

44.1.3 Where required, a request for an extension of time to achieve **Substantial Completion** or final extension of time.

44.2 The **Commissioner** shall issue a voucher calling for payment of any part or all of the balance due for **Work** performed under the **Contract**, including monies retained under Article 21, less any and all deductions authorized to be made by the **Commissioner**, under this **Contract** or by **Law**, and less twice the amount the **Commissioner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a partial and not a final payment. No **Substantial Completion** payment shall be made under this Article 44 where the **Contractor** failed to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.3 No further partial payments shall be made to the **Contractor** after **Substantial Completion**, except the **Substantial Completion** payment and payment pursuant to any **Contractor's** requisition that were properly filed with the **Commissioner** prior to the date of **Substantial Completion**; however, the **Commissioner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work** and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.

44.4 The **Contractor** acknowledges that nothing contained in this Article 44 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 45. FINAL PAYMENT

45.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the **Contract**, less the amount authorized to be retained for maintenance under Article 24. Such submission shall be within 90 days of the date of the **Commissioner's** written determination of **Final Acceptance**, or within such additional time as may be granted by the **Commissioner** in writing. If the **Contractor** fails to submit all required certificates and documents within the time allowed, no payment of the balance claimed shall be made to the **Contractor** and the **Contractor** shall be deemed to have forfeited its right to payment of any balance claimed. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**.

45.2 Amended Verified Statement of Claims: The **Contractor** shall also submit with the final requisition any amendments to the final verified statement of any pending dispute resolution procedures in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) that have occurred subsequent to **Substantial Completion**, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City Corporation Counsel** shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 45.2, is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor**, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.

45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the **Engineer** will prepare and certify, for the **Commissioner's** approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Commissioner** shall certify the voucher for final payment within thirty (30) **Days** from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **Engineer** thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Comptroller** within thirty (30) **Days** after the filing of such voucher in his/her office.

45.4 The **Contractor** acknowledges that nothing contained in this Article 45 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT

46.1 The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release of the **City** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on the part of the **City** or any of its officials, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the

verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45.

46.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this Article 46, or those for amounts deducted by the **Commissioner** from the final requisition or from the final payment as certified by the **Engineer** and approved by the **Commissioner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any official, agent or employee of the **City** to the contrary notwithstanding.

46.3 Should the **Contractor** refuse to accept the final payment as tendered by the **Comptroller**, it shall constitute a waiver of any right to interest thereon.

46.4 The **Contractor**, however, shall not be barred by this Article 46 from commencing an action for breach of **Contract** to the extent permitted by **Law** and by the terms of the **Contract** for any claims that are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45 or that arose after submission of the final payment requisition, provided that a detailed and verified statement of claim is served upon the contracting **Agency** and **Comptroller** not later than forty (40) **Days** after the making of such final payment by electronic funds transfer (EFT) or the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs, and other sculptures, monuments, fountains, arches, and other structures of a permanent character intended for ornament or commemoration, and every design of the same to be used in the performance of this **Contract**, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant to the terms of this **Contract**, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York, and shall be approved by the Public Design Commission prior to the erection or placing in position of the same. The final payment shall not become due or payable under this **Contract** unless and until the Public Design Commission shall certify that the design for the **Work** herein contracted for has been approved by the said Public Design Commission, and that the same has been executed in substantial accordance with the design so approved, pursuant to the provisions of Chapter 37, Section 854 of the **City Charter**, as amended.

CHAPTER X: CONTRACTOR'S DEFAULT

ARTICLE 48. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT

48.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:

48.1.1 The **Contractor** fails to commence **Work** when notified to do so by the **Commissioner**; or if

48.1.2 The **Contractor** shall abandon the **Work**; or if

48.1.3 The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Commissioner**; or if

48.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner**, to complete the **Work** in accordance with the progress schedule; or if

48.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if

48.1.6 The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

48.1.7 The **Contractor** fails to secure and maintain all required insurance; or if

48.1.8 A receiver or receivers are appointed to take charge of the **Contractor's** property or affairs; or if

48.1.9 The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

48.1.10 The **Commissioner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

48.1.11 The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the **Commissioner's** opinion, attributable to conditions within the **Contractor's** control; or if

48.1.12 The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

48.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made; or if

48.1.14 The **Contractor** or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the **PPB Rules**.

48.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days'** notice.

ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

49.1 The right to declare the **Contractor** in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").

49.2 The **Commissioner's** determination that the **Contractor** is in default shall be conclusive, final, and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence an action in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

ARTICLE 50. QUITTING THE SITE

50.1 Upon receipt of such notice the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools, and supplies then on the **Site**.

ARTICLE 51. COMPLETION OF THE WORK

51.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by contract with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor's** plant, materials, equipment, tools, and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

51.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its sureties, and any person claiming under the **Contractor**, as to the amount thereof.

51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

ARTICLE 52. PARTIAL DEFAULT

52.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any **Other Contractor(s)** or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

52.2 The provisions of this Chapter relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Commissioner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools, and supplies as had been previously used by the **Contractor** on such part.

ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK

53.1 In completing the whole or any part of the **Work** under the provisions of this Chapter X, the **Commissioner** shall have the power to depart from or change or vary the terms and provisions of this **Contract**, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the **Commissioner's** certificate of the cost of completion referred to in Article 51, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the **Contractor** hereunder but for its default.

ARTICLE 54. OTHER REMEDIES

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to be completed in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List**. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The expense of completion permitted under Article 54.1, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under **Law** or in equity.

54.4 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

CHAPTER XI: MISCELLANEOUS PROVISIONS

ARTICLE 55. CONTRACTOR'S WARRANTIES

55.1 In consideration of, and to induce, the award of this **Contract** to the **Contractor**, the **Contractor** represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the **Work**; and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

ARTICLE 56. CLAIMS AND ACTIONS THEREON

56.1 Any claim, that is not subject to dispute resolution under the **PPB Rules** or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any action, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:

56.2.1 Any claims arising out of events occurring after **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 If the **Commissioner** exercises his/her right to complete or cause to complete any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List** pursuant to Article 54, any such action shall be commenced within six (6) months from the date the **Commissioner** notifies the **Contractor** in writing that he/she has exercised such right. Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and

56.2.3 If the **Commissioner** exercises his/her right to terminate the **Contract** pursuant to Article 64, any such action shall be commenced within six (6) months of the date the **Commissioner** exercises said right.

ARTICLE 57. INFRINGEMENT

57.1 The **Contractor** shall be solely responsible for and shall defend, indemnify, and hold the **City** harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the **City** may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the **Contractor** of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the **Contractor** and/or its **Subcontractors** in the performance or completion of the **Work**. Insofar as the facts or **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent permitted by **Law**.

ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

58.1 No claim whatsoever shall be made by the **Contractor** against any official, agent or employee of the **City** for, or on account of, anything done or omitted to be done in connection with this **Contract**.

ARTICLE 59. SERVICE OF NOTICES

59.1 The **Contractor** hereby designates the business address, fax number, and email address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

59.2 **Contractor's** notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the **Commissioner**.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

60.1 If this **Contract** contains any unlawful provision not an essential part of the **Contract** and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the **Contract** without affecting the binding force of the remainder.

ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED

61.1 It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

ARTICLE 62. TAX EXEMPTION

62.1 The **City** is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor**, **Subcontractor** or **Materialman** or to tangible personal property which, even

though it is consumed, is not incorporated into the completed **Work** (consumable supplies) and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**. The **Contractor** and its **Subcontractors** and **Materialmen** shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**.

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**, that is required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

62.2.1 The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such **Work**, labor, and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, and services, shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work**, labor, and services.

62.3 20 NYCRR Section 541.3(d) provides that a **Contractor's** purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The **City** shall not pay sales tax for any such tangible personal property that it purchases from the **Contractor** pursuant to the **Contract**. With respect to such tangible personal property, the **Contractor**, at the request of the **City**, shall furnish to the **City** such bills of sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such tangible personal property, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such tangible personal property as the property of the **City**.

62.4 Title to all tangible personal property to be sold by the **Contractor** to the **City** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **City** upon delivery of such tangible personal property to the **Site**. Notwithstanding such transfer of title, the **Contractor** shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this **Contract**, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the **City**, until such time as the **Work** covered by the **Contract** is fully accepted by the **City**. Such transfer of title shall in no way affect any of the **Contractor's** obligations hereunder. In the event that, after title has passed to the **City**, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the

Contractor is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and **Materialmen** shall furnish a **Contractor Exempt Purchase Certificate** to all persons, firms or corporations from which they purchase tangible personal property for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this Article 62 shall control.

ARTICLE 63. INVESTIGATION(S) CLAUSE

63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;

63.4 The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) **Days'** written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the **City**; and/or

63.6.2 The cancellation or termination of any and all such existing **City** contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this **Contract**, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the **City** incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the **City**.

63.7 The **Commissioner** shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The **Commissioner** may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

63.7.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the **City**.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the **Commissioner** upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term "license" or "permit" as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term "person" as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

63.8.3 The term "entity" as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

63.8.4 The term "member" as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this Contract, the Commissioner may in his/her sole discretion terminate this Contract upon not less than three (3) Days' written notice in the event the Contractor fails to promptly report in writing to the Commissioner of the Department of Investigations ("DOI") of the City any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Contract by the Contractor, or affecting the performance of this Contract.

ARTICLE 64. TERMINATION BY THE CITY

64.1 In addition to termination pursuant to any other article of this Contract, the Commissioner may, at any time, terminate this Contract by written notice to the Contractor. In the event of termination, the Contractor shall, upon receipt of such notice, unless otherwise directed by the Commissioner:

64.1.1 Stop Work on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the City's materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the City and deliver to the Site or another location designated by the Commissioner, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this Contract and has been specifically fabricated for the sole purpose of this Contract and not incorporated in the Work;

64.1.5 Take no action which will increase the amounts payable by the City under this Contract.

64.2 In the event of termination by the City pursuant to this Article 64, payment to the Contractor shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum Contracts, or on lump sum items in a Contract, the City will pay the Contractor the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this Contract. On lump sum Contracts only, the City will also pay the Contractor an additional sum as provided in Article 64.2.1(c).

64.2.1(a) For Work completed prior to the notice of termination, the Contractor shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the Work, as determined by the

Commissioner. For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Commissioner's** determination hereunder shall be final, binding, and conclusive.

64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of the following, less salvage value:

64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d); on all lump sum **Contracts**, the **Contractor** shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million (\$5,000,000) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million (\$5,000,000) dollars and fifteen million (\$15,000,000) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million (\$15,000,000) dollars.

64.2.1(d) In the event the **City** terminates a lump sum **Contract** pursuant to this Article 64 within ninety (90) **Days** after registration of the **Contract** with the **Comptroller**, the **Contractor** shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this Article 64.2.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.2.3 Time and Materials Contracts or Items Based on Time and Material Records: On all **Contracts** or items in a **Contract** where payment for the **Work** is based on time and material records, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

64.2.4 Direct Costs: Direct Costs as used in this Article 64.2 shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Costs shall not include overhead.

64.3 In no event shall any payments under this Article 64 exceed the **Contract** price for such items.

64.4 All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5 The **City** may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this Article 64 shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the **Contract** sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

65.1 This **Contract** shall be deemed to be executed in the **City** regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable.

65.2 The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the **City** and County of New York. To effect this **Contract** and intent, the **Contractor** agrees:

65.2.1 If the **City** initiates any action against the **Contractor** in Federal court or in a New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **City** in writing; and

65.2.2 With respect to any action between the **City** and the **Contractor** in a New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the **City** against the **Contractor** in a Federal Court located in the **City**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the **City**.

65.2.4 If the **Contractor** commences any action against the **City** in a court located other than in the **City** and County of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the **City** and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.

65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

66.1 The **Contractor** agrees that neither the **Contractor** nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.

66.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the **Contractor** or a substantially-owned affiliated company thereof for participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the **Comptroller** may, at his/her option, render forfeit and void this **Contract**.

66.3 The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM

67.1 This **Contract** is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction contract shall be awarded unless and until these requirements have been complied with in their entirety; however, compliance with this Article 67 is not required if the Agency sets Subcontractor Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the City Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3 The **Contractor** shall not require performance and payment bonds from LBE **Subcontractors**.

67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.

67.5 If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.

67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:

67.6.1 Reducing the **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the **Contractor** in default;

67.6.3 If the **Contractor** is an LBE, de-certifying and declaring the **Contractor** ineligible to participate in the LBE program for a period of up to three (3) years.

ARTICLE 68. ANTITRUST

68.1 The **Contractor** hereby assigns, sells, and transfers to the **City** all right, title, and interest in and to any claims and causes of action arising under the antitrust **Laws** of New York State or of the United States relating to the particular goods or services purchased or procured by the **City** under this **Contract**.

ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

69.1 Notice To All Prospective Contractors:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local Law provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand (\$10,000.) dollars, or for construction involving an amount greater than fifteen thousand (\$15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or construction of comparable quality, the **Agency** shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable Law, that it is in the best interest of the **City** that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the **City** Charter.

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

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

69.2.1 Have no business operations in Northern Ireland, or

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB

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

ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance Law (Finance Law), shall not be utilized in the performance of this **Contract** except as expressly permitted by Section 165 of the Finance Law.

ARTICLE 72. CONFLICTS OF INTEREST

72.1 Section 2604 of the City Charter and other related provisions of the City Charter, the Administrative Code, and the Penal Law are applicable under the terms of this **Contract** in relation to conflicts of interest and shall be extended to **Subcontractors** authorized to perform **Work**, labor and services pursuant to this **Contract** and further, it shall be the duty and responsibility of the **Contractor** to so inform its respective **Subcontractors**. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

ARTICLE 73. MERGER CLAUSE

73.1 The written **Contract** herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this **Contract** shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 74. STATEMENT OF WORK

74.1 The **Contractor** shall furnish all labor and materials and perform all **Work** in strict accordance with the **Specifications** and **Addenda** thereto, numbered as shown in Schedule A.

ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

75.1 The City will pay and the **Contractor** will accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein, the total sum shown in Schedule A, this said sum being the amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract**.

ARTICLE 76. ELECTRONIC FUNDS TRANSFER

76.1 In accordance with Section 6-107.1 of the Administrative Code, the **Contractor** agrees to accept payments under this **Contract** from the City by electronic funds transfer (EFT). An EFT is any

transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this **Contract**, the **Contractor** shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of the **City** Department of Finance with information necessary for the **Contractor** to receive electronic funds transfer payments through a designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the **Contractor** shall constitute full satisfaction by the **City** for the amount of the payment under this **Contract**. The account information supplied by the **Contractor** to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by **Law**.

76.2 The **Commissioner** may waive the application of the requirements of this Article 76 to payments on contracts entered into pursuant to Section 315 of the **City** Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the **Agency** may waive the requirements of this Article 76 for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the **City**.

ARTICLE 77. RECORDS RETENTION

77.1 The **Contractor** agrees to retain all books, records, and other documents relevant to this **Contract** for six years after the final payment or termination of this **Contract**, whichever is later. **City**, state, and federal auditors and any other persons duly authorized by the **City** shall have full access to and the right to examine any such books, records, and other documents during the retention period.

ARTICLE 78. EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS

78.1 Pre-Bidding (Investigation) Viewing of Site – Bidders must carefully view and examine the **Site** of the proposed **Work**, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions and hazards on, about or above the **Site** relating to or affecting in any way the performance of the **Work** to be done under the **Contract** that were or should have been known by a reasonably prudent bidder. To arrange a date for visiting the **Site**, bidders are to contact the **Agency** contact person specified in the bid documents.

78.2 Should the **Contractor** encounter during the progress of the **Work** site conditions or environmental hazards at the **Site** materially differing from any shown on the **Contract Drawings** or indicated in the **Specifications** or such conditions or environmental hazards as could not reasonably have been anticipated by the **Contractor**, which conditions or hazards will materially affect the cost of the **Work** to be done under the **Contract**, the attention of the **Commissioner** must be called immediately to such conditions or hazards before they are disturbed. The **Commissioner** shall thereupon promptly investigate the conditions or hazards. If the **Commissioner** finds that they do so materially differ, and that they could not have been reasonably anticipated by the **Contractor**, the **Contract** may be modified with the **Commissioner's** written approval.

**ARTICLE 79. PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED
BUSINESS ENTERPRISES IN CITY PROCUREMENT**

NOTICE TO ALL PROSPECTIVE CONTRACTORS

ARTICLE I. M/WBE PROGRAM

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

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

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

PART A

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

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

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

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

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

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

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

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

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

C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.

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

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the

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

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

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

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

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

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

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

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

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

- (i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
- (ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
- (iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
- (iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the M/WBE Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;
- (v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
- (vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
- (vii) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;
- (viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

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

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

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

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

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

PART B: MISCELLANEOUS

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

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

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

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

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

ARTICLE II. ENFORCEMENT

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Commissioner, on behalf of the City of New York, and the Contractor, have executed this agreement in quadruplicate, two parts of which are to remain with the Commissioner, another to be filed with the Comptroller of the City, and the fourth to be delivered to the Contractor.

THE CITY OF NEW YORK

By: Lorraine Gullis
Commissioner

CONTRACTOR: JR CRUZ CORP.

By: [Signature]
(Member of Firm or Officer of Corporation)

Title: VICE PRESIDENT

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

Secretary

(Seal)

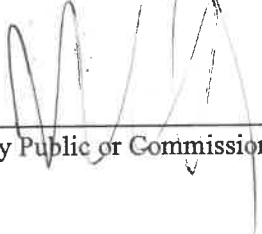
ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Queens ss:

On this 10 day of JAN, 2020, before me personally came JASON CRUZ
to me known who, being by me duly sworn did depose and say that he resides at LINCOLN NJ
that he is the VICE PRESIDENT

of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

MARIA JOHNSTON
Notary Public, State of New York
No. 01JO6351081
Qualified in Queens County
Commission Expires Nov. 28, 2020



Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT BY COMMISSIONER

State of New York County of Queens ss:

On this 13th day of Jan, 2020, before me personally came Lorraine Cirillo 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

MARIA JOHNSTON
Notary Public, State of New York
No. 01JO6351081
Qualified in Queens County
Commission Expires Nov. 28, 2020

AUTHORITY

MAYOR'S CERTIFICATE NO. CBX
BUDGET DIRECTOR'S CERTIFICATE NO.

DATED
DATED

APPROPRIATION
COMMISSIONER'S CERTIFICATE

In conformity with the provisions of Section 6-101 of the Administrative Code of the City of New York, it is hereby certified that the estimated cost of the work, materials and supplies required by the within Contract, amounting to

Fifty-five million, nine hundred thirty-nine thousand,
eight hundred fifty-nine dollars and ninety-six cents.

Dollars (\$ 55,939,859.96)

is chargeable to the fund of the Department of Design and Construction entitled Code

Department of Design and Construction

I hereby certify that the specifications contained herein comply with the terms and conditions of the BUDGET.



Commissioner

COMPTROLLER'S CERTIFICATE

The City of New York _____

Pursuant to the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this Contract sufficient to pay the estimated expense of executing the same viz:

\$ _____

Comptroller

MAYOR'S CERTIFICATE OR
CERTIFICATE OF THE DIRECTOR
OF THE BUDGET

Performance Bond #1 (Pages 100 to 103): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration (“SBA”) for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 1)

PERFORMANCE BOND #1

KNOW ALL PERSONS BY THESE PRESENTS:;

That we, _____

hereinafter referred to as the “Principal,”
and, _____

hereinafter referred to as the “Surety” (“Sureties”) are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the “City” or to its successors and assigns in the penal sum of _____

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

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for _____

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal’s default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

Performance Bond #1 (Pages 100 to 103): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost to complete the contract as determined by the City in excess of the balance of the Contract held by the City, plus any damages or costs to which the City is entitled, up to the full amount of the above penal sum, (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to the City. The Surety (Sureties) further agrees, at its option, either to notify the City that it elects to pay the city the cost of completion plus any applicable damages and costs under option (1) above, or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and, if the Surety elects to fully perform and complete the Work, then to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from the City of the cost of completion. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, and waivers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to subcontractors shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal. Notwithstanding the above, if the City makes payments to the Principal before the time required by the contract that in the aggregate exceed \$100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid for the completion of the Contract as if such sums had not been paid to the Principal, but shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor.

Performance Bond #1 (Pages 100 to 103): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 3)

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

_____ day of _____, 20_____
(Seal)

Principal (L.S.)

By: _____
(Seal) Surety

By: _____
(Seal) Surety

By: _____
(Seal) Surety

By: _____
(Seal) Surety

By: _____
(Seal) Surety

By: _____

Bond Premium Rate _____

Bond Premium Cost _____

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

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

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

Performance Bond #1 (Pages 100 to 103): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she resides at _____

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

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____ ; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____ , and that he/she is the individual whose name is ~~subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.~~

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

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

Bond No. 015209238

PERFORMANCE BOND #2 (Page 1)

PERFORMANCE BOND #2

KNOW ALL PERSONS BY THESE PRESENTS,;

That we, JRCruz Corp.

675 Line Road

Aberdeen, NJ 07747

hereinafter referred to as the "Principal,"

and, Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

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 _____

Fifty Five Million Nine Hundred Thirty Nine Thousand Eight Hundred Fifty Nine Dollars and 96/100

(\$ 55,939,859.96) 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

ID: HWQ1182B, E-PIN: 85019B0062001, DDC PIN: 8502017HW0029C, Broad Channel Streets and

Bulkheads Reconstruction-Phase 2 - West 14 to West 17 Road from Cross Bay Boulevard to Bulkheads -Queens

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)

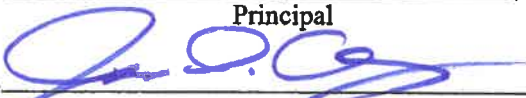
IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

7th day of January 20 20

(Seal)

JRCruz Corp. (L.S.)

Principal

By: 

(Seal)

Jason R. Cruz, Vice President

Surety

Liberty Mutual Insurance Company

By: 

Lisa Nosal, Atty-in-fact (lnosal@chagency.com) (Ph:973-890-0900 Fax:973-890-9038)

(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 New Jersey County of Monmouth ss:

On this 7th day of January, 20 20 before me personally came Jason R. Cruz

to me known, who, being by me duly sworn did depose and say that he resides at 74 Hickory Lane

Lincroft, NJ 07738; that he/she is the Vice President

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


Notary Public or Commissioner of Deeds.

Hosie Catalo
Notary Public
New Jersey
My Commission Expires 1/22/2024
2221271

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____

to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____ ; that he/she is _____ partner of

_____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument;

and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____

to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

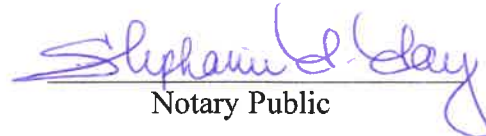
Affix Acknowledgments and Justification of Sureties.

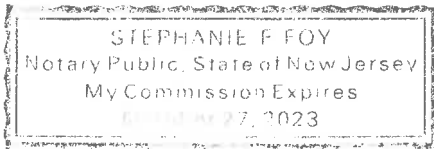
ACKNOWLEDGEMENT OF SURETY

State of New Jersey]
 |-ss
County of Passaic]

On January 7, 2020, before me personally came Lisa Nosal to me known, who, being by me duly sworn, did depose and say that she is an attorney-in-fact of Liberty Mutual Insurance Company the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, and that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My Commission expires:


Notary Public





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

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

Certificate No: 8200339-973841

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lisa Nosal; Pamela J. Boyle; Robert E. Culnen; Joseph W. Mallory; Louis A. Vlahakes

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of January, 2019.



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

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of January, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: [Signature]
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of January, 2020.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2018

Assets		Liabilities	
Cash and Bank Deposits.....	\$464,341,712	Unearned Premiums	\$7,851,429,449
*Bonds — U.S Government	2,259,714,810	Reserve for Claims and Claims Expense.....	20,165,209,300
*Other Bonds.....	11,864,776,740	Funds Held Under Reinsurance Treaties	384,795,327
*Stocks.....	16,527,715,226	Reserve for Dividends to Policyholders	1,111,529
Real Estate	255,809,551	Additional Statutory Reserve.....	62,866,000
Agents' Balances or Uncollected Premiums	5,817,927,234	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	108,139,840	Other Liabilities.....	3,999,822,802
Other Admitted Assets.....	11,532,139,744	Total.....	\$32,465,234,407
Total Admitted Assets.....	<u>\$48,830,564,857</u>	Special Surplus Funds	\$43,108,583
		Capital Stock	10,000,000
		Paid in Surplus.....	10,044,912,727
		Unassigned Surplus	6,267,309,139
		Surplus to Policyholders	16,365,330,449
		Total Liabilities and Surplus	<u>\$48,830,564,856</u>



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

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2018, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 22nd day of March, 2019.

T Mikolajewski

Assistant Secretary

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

Bond No. 015209238

PAYMENT BOND (Page 1)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

JRCruz Corp.

675 Line Road

Aberdeen, NJ 07747

hereinafter referred to as the "Principal", and _____

Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

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

Fifty Five Million Nine Hundred Thirty Nine Thousand Eight Hundred Fifty Nine Dollars and 96/100

(\$ 55,939,859.96) 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 ID: HWQ1182B, E-PIN: 85019B0062001, DDC PIN: 8502017HW0029C, Broad Channel Streets and Bulkheads Reconstruction-Phase 2 - West 14 to West 17 Road from Cross Bay Boulevard to Bulkheads -Queens

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site

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

PAYMENT BOND (Page 2)

of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be placed in this bond.


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

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

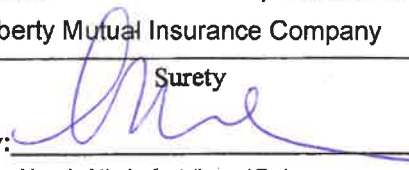
PAYMENT BOND (Page 3)

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this 7th day of January, 2020.

(Seal) _____ (L.S.)

Principal
By: 
Jason R. Cruz, Vice President

(Seal) _____
Liberty Mutual Insurance Company

Surety
By: 
Lisa Nosal, Atty-in-fact (lnosal@chagency.com) (Ph:973-890-0900 Fax:973-890-9038)

(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.

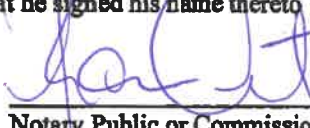
Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New Jersey County of Monmouth ss:

On this 7th day of January, 2020, before me personally came Jason R. Cruz to me known, who, being by me duly sworn did depose and say that he resides at 74 Hickory Lane Lincroft, NJ 07738 that he is the Vice President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.



Notary Public or Commissioner of Deeds

Rosie Catao
Notary Public
New Jersey
My Commission Expires 1/22/2024
No. 2221271

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

(NO TEXT ON THIS PAGE)

ACKNOWLEDGEMENT OF SURETY

State of New Jersey]
]-ss
County of Passaic]

On January 7, 2020, before me personally came Lisa Nosal to me known, who, being by me duly sworn, did depose and say that she is an attorney-in-fact of Liberty Mutual Insurance Company the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, and that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My Commission expires:


Notary Public





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

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

Certificate No: 8200339-973841

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lisa Nosal; Pamela J. Boyle; Robert E. Culnen; Joseph W. Mallory; Louis A. Vlahakes

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of January, 2019.



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

By: David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of January, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella, Notary Public

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of January, 2020.



By: Renee C. Llewellyn, Assistant Secretary



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2018

Assets		Liabilities	
Cash and Bank Deposits.....	\$464,341,712	Unearned Premiums	\$7,851,429,449
*Bonds — U.S Government	2,259,714,810	Reserve for Claims and Claims Expense	20,165,209,300
*Other Bonds	11,864,776,740	Funds Held Under Reinsurance Treaties	384,795,327
*Stocks	16,527,715,226	Reserve for Dividends to Policyholders	1,111,529
Real Estate	255,809,551	Additional Statutory Reserve.....	62,866,000
Agents' Balances or Uncollected Premiums	5,817,927,234	Reserve for Commissions, Taxes and Other Liabilities.....	3,999,822,802
Accrued Interest and Rents	108,139,840	Total.....	\$32,465,234,407
Other Admitted Assets.....	11,532,139,744	Special Surplus Funds	\$43,108,583
		Capital Stock	10,000,000
		Paid in Surplus.....	10,044,912,727
		Unassigned Surplus	6,267,309,139
Total Admitted Assets.....	<u>\$48,830,564,857</u>	Surplus to Policyholders	16,365,330,449
		Total Liabilities and Surplus	<u>\$48,830,564,856</u>



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

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2018, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 22nd day of March, 2019.

T. Mikolajewski

Assistant Secretary



783 Riverview Drive
P.O. Box 324
Totowa, New Jersey 07512

March 2, 2020

Ms. Rosie Catao
JRCruz Corp.
675 Line Road
Aberdeen, NJ 07747

Re: Bond No. 015209238
ID: HWQ1182B, Broad Channel Streets and Bulkheads Reconstruction Phase 2
Contract Price \$55,939,859.96

Dear Rosie:

In reviewing the bond paperwork, the Surety realized that the bond amount on the above captioned bond should have been for fifty percent. They asked us to issue a rider changing the bond amount to the current value of \$27,969,929.98 in accordance with the Schedule A requirements.

Attached please find two copies of this rider, once executed by your office, they should be provided to the City to retain the originals with the original bonds. The rider only changes the amount of the bond, it contains no other changes.

If you should have any questions, please contact us.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Lisa Nosal'.

Lisa Nosal
lnosal@chagency.com
973-435-3306

Cc: NYCDDC

973.890.0900
973.890.9038 Bond Dept. Fax
973.812.9860 Ins. Dept. Fax
www.chagency.com

SURETY RIDER

ID: HWQ1182B, E-PIN: 85019B0062001, DDC PIN: 8502017HW0029C, Bro Channel Streets and Bulkheads Reconstruction-Phase 2 - West 14 to West 17 Road from Cr y Boulevard to Bulkheads -Queens

To be attached to and form a part of

Bond No. 015209238

Type of Bond: Performance and Payment bond

dated effective January 7, 2020 (MONTH-DAY-YEAR)

executed by JRCruz Corp. 675 Line Rd., Aberdeen, NJ 07747 (PRINCIPAL), as Principal,

and by Liberty Mutual Insurance Company 1200 MacArthur Blvd., Mahwah, NJ 07430, as Surety,

in favor of City of New York Department of Design and Construction, 30-30 Thomson Ave., LIC, NY 11101 (OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing the bond amount

From: \$55,939,859.96

Fifty Five Million Nine Hundred Thirty Nine Thousand Eight Hundred Fifty Nine Dollars and 96/100

To: \$27,969,929.98

Twenty Seven Million Nine Hundred Sixty Nine Thousand Nine Hundred Twenty Nine and 98/100

based on Schedule A, Information for Bidders Section 26, Performance and Payment Bonds

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective January 7, 2020 (MONTH-DAY-YEAR)

Signed and Sealed February 28, 2020 (MONTH-DAY-YEAR)

JRCruz Corp. (PRINCIPAL)

By: (PRINCIPAL) Evaristo Cruz, Jr., P.E., President

Liberty Mutual Insurance Company (SURETY)

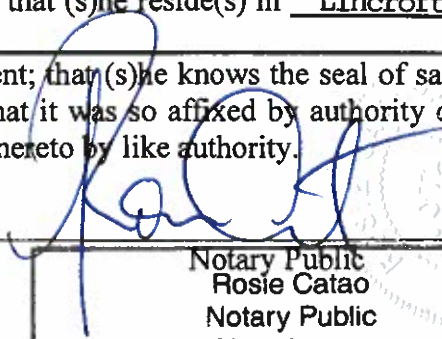
By: (ATTORNEY-IN-FACT) Lisa Nosal



CORPORATE ACKNOWLEDGMENTS

State of New Jersey)
)
County of Monmouth)

On the 28th day of February in the year 2020,
before me personally came Evaristo Cruz, Jr.
to me known, who, being by me duly sworn, did depose and say that (s)he reside(s) in Lincroft; that
(s)he is the President of JRCruz Corp., the
corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation;
that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of
directors of said corporation, and that (s)he signed her/his name thereto by like authority.


Notary Public
Rosie Catao
Notary Public
New Jersey
My Commission Expires 1/22/2024
No. 2221271

ACKNOWLEDGEMENT OF SURETY

State of New Jersey]
 | -ss
County of Passaic]

On February 28, 2020, before me personally came Lisa Nosal to me known, who,
being by me duly sworn, did depose and say that she is an attorney-in-fact of Liberty
Mutual Insurance Company the corporation described in and which executed the within
instrument; that she knows the corporate seal of said corporation, and that the seal affixed
to the within instrument is such corporate seal, and that she signed the said instrument
and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of
said corporation and by authority of this office under the Standing Resolutions thereof.

My Commission expires:


Notary Public

STEPHANIE F FOY
Notary Public, State of New Jersey
My Commission Expires
October 27, 2023



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

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

Certificate No: 8200339-973841

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lisa Nosal, Pamela J. Boyle, Robert E. Cullen, Joseph W. Mallory, Louis A. Vlahakes

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of January, 2019.



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

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

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 23rd day of January, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of February, 2020.



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

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2018

Assets		Liabilities	
Cash and Bank Deposits	\$464,341,712	Unearned Premiums	\$7,851,429,449
*Bonds — U.S Government	2,259,714,810	Reserve for Claims and Claims Expense	20,165,209,300
*Other Bonds	11,864,776,740	Funds Held Under Reinsurance Treaties	384,795,327
*Stocks	16,527,715,226	Reserve for Dividends to Policyholders	1,111,529
Real Estate	255,809,551	Additional Statutory Reserve	62,866,000
Agents' Balances or Uncollected Premiums	5,817,927,234	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	108,139,840	Other Liabilities	3,999,822,802
Other Admitted Assets	11,532,139,744	Total	\$32,465,234,407
Total Admitted Assets	<u>\$48,830,564,857</u>	Special Surplus Funds	\$43,108,583
		Capital Stock	10,000,000
		Paid in Surplus	10,044,912,727
		Unassigned Surplus	6,267,309,139
		Surplus to Policyholders	16,365,330,449
		Total Liabilities and Surplus	<u>\$48,830,564,856</u>



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

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2018, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 22nd day of March, 2019.

TAMIKOLAJEWSKI

Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/07/2020

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 have ADDITIONAL INSURED provisions or 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 C & H Agency 783 Riverview Drive P.O. Box 324 Totowa NJ 07511		CONTACT NAME: Angela McNab PHONE (A/C No, Ext): (973) 890-0900 E-MAIL ADDRESS: amcnab@chagency.com FAX (A/C, No): (973) 812-9860	
INSURED		INSURER(S) AFFORDING COVERAGE	
JRCRUZ Corp. 675 Line Road Aberdeen NJ 07747		INSURER A: Starr Indemnity & Liability Co. INSURER B: Crum & Forster Indemnity Co. INSURER C: US Fire Insurance Co. INSURER D: Endurance American Ins. Co. INSURER E: NY State Insurance Fund INSURER F:	NAIC # 38318 31348 21113 10641 36102

COVERAGES **CERTIFICATE NUMBER:** 19-20 GL,A,U,WC **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	1000090014191	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	Y	1337458806	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	1000095007191	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4087370007 (NJ & PA)	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	EXCESS LIABILITY	Y	Y	EXC10007347504	07/01/2019	07/01/2020	Each Occurrence: \$5,000,000 Aggregate: \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: FMS ID# HWQ1182B, E-PIN# 8501980062001, DDC PIN# 8502017HW0029C: Broad Channel Streets & Bulkheads Reconstruction, Phase 2 - West 14th to West 17th Road from Cross Bay Boulevard to Bulkheads - Queens.
See attached for Additional Insureds and wording.

CERTIFICATE HOLDER

CANCELLATION

New York City Department of Design & Construction 30-30 Thomson Avenue 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/08/2020

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 have ADDITIONAL INSURED provisions or 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 Northeast Risk Solutions Inc. 651 Old Mount Pleasant Avenue Suite 255 Livingston NJ 07039		CONTACT NAME: John Rocco PHONE (A/C No, Ext): (973) 251-2646 FAX (A/C, No): (973) 251-2651 E-MAIL ADDRESS: john@nerisks.com	
INSURED JR CRUZ CORP. 675 Line Road Aberdeen NJ 07747		INSURER(S) AFFORDING COVERAGE INSURER A: Columbia Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 31127	

COVERAGES **CERTIFICATE NUMBER:** CL1961911076 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY	Y		CEO591863631	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ 1,000,000
							PRODUCTS - COMP/OP AGG \$
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y					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 \$	Y					EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT: HWQ1182B, PIN# 8502017HW0029C, BROAD CHANNEL STREETS AND BULKHEADS RECONSTRUCTION-PHASE 2-WEST 14 TO WEST 17 ROAD FROM CROSS BAY BOULEVARD TO BULKHEADS-QUEENS

CERTIFICATE HOLDER CITY OF NY DEPARTMENT OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE 4TH FLOOR (IDCNY BUILDING) LONG ISLAND CITY NY 11101	CANCELLATION 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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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY C & H Agency		NAMED INSURED JRCRUZ Corp.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

E. Workers Comp - NY Operations:

POLICY #	DATES	CARRIER	LIMIT
G1323794-6	4/1/19-20	NY State Ins. Fund	Unlimited

(For reference only – NYSIF certificate to follow)

AGENCY CUSTOMER ID: 00001653

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY C & H Agency		NAMED INSURED JR CRUZ Corp.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

The following are included as Additional Insureds on a Primary and Non-Contributory basis with respect to this project, with coverage at least as broad as the latest version of ISO forms CG2010, CG2026 & CG2037, but only if required by written and signed contract per attached policy forms:

City of New York, including its officials and employees;
National Grid

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 223373796
LOVELL SAFETY MGMT CO., LLC
110 WILLIAM STREET 12TH FLR
NEW YORK NY 10038



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER JR CRUZ CORP. 675 LINE ROAD ABERDEEN NJ 07747
--

CERTIFICATE HOLDER NEW YORK CITY DEPARTMENT OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY NY 11101
--

POLICY NUMBER Z1323 794-6	CERTIFICATE NUMBER 693228	POLICY PERIOD 04/01/2019 TO 04/01/2020	DATE 1/7/2020
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1323 794-6, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND



DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 691441874

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. 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;

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.

whichever is less.

This endorsement shall not increase the

applicable Limits of Insurance shown in the
Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
AS REQUIRED BY A WRITTEN CONTRACT	AS REQUIRED BY A WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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.

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

Name Of Additional Insured Person(s) Or Organization(s)
The City of New York, including its officials and employees.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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.



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
1/7/2020

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY C & H Agency 783 Riverview Drive P.O. Box 324 Totowa NJ 07511		PHONE (A/C, No, Ext): (973) 890-0900	COMPANY Aspen American Insurance Co. 50 Madison Ave. 6th Floor New York NY 10022	
FAX (A/C, No): (973) 812-9860	E-MAIL ADDRESS: rculnen@chagency.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 00001653		LOAN NUMBER		POLICY NUMBER IMZ 267019
INSURED JR CRUZ Corp. 675 Line Road Aberdeen NJ 07747		EFFECTIVE DATE 7/1/2019	EXPIRATION DATE 7/1/2020	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Contents of Engineer's Field Office as required by NYC DDC Contract# HWQ1182B, E-PIN# 85019B0062001, DDC PIN# 8502017HW0029C: Broad Channel Streets & Bulkheads Reconstruction, Phase 2 - West 14th to West 17th Road from Cross Bay Boulevard to Bulkheads - Queens.

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Special Form Property Floater	\$40,000	\$1,000


REMARKS (Including Special Conditions)

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS New York City Department of Design & Construction 30-30 Thomson Avenue Long Island City, NY 11101	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE Robert Culnen/JENN 		



**CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE
BENEFITS LAW**

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only)
JR CRUZ CORP.
675 LINE ROAD
ABERDEEN, NJ 07747

1b. Business Telephone Number of Insured
(732) 290-0700

1c. Federal Employer Identification Number of Insured or Social Security Number
22 3373796

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)

2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
NEW YORK CITY
DEPARTMENT OF DESIGN AND CONSTRUCTION
3030 THOMSON AVENUE
LONG ISLAND CITY, NY 11101

3a. Name of Insurance Carrier
The Guardian Life Insurance Company of America

3b. Policy Number of entity listed in box "1a":
00952226-0001

3c. Policy effective period:
07/01/2018 to 07/01/2020

- 4. Policy provides the following benefits:**
- A. Both disability and paid family leave benefits.
 - B. Disability benefits only.
 - C. Paid family leave benefits only.

- 5. Policy covers:**
- A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
 - B. Only the following class or classes or employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed: 05/15/2019

By: Raymond J. Marra Raymond J. Marra
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number: 1-888-278-4542

Title: Senior Vice President, Group and Worksite Markets

IMPORTANT: If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If Box "4b, 4c or 5b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Birmingham, NY 13902-5200.

PART 2. To be completed by 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 NYS Workers' Compensation Board Employee)

Telephone Number: _____ Title: _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to non-payment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured form 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 the by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier. 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?

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 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 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 for all employees has been secured as provided by this article.

CITY OF NEW YORK
CERTIFICATION BY INSURANCE BROKER OR AGENT

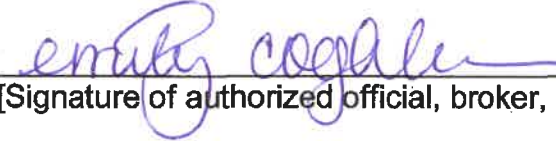
The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

C&H Agency
[Name of broker or agent (typewritten)]

783 Riverview Drive, Totowa, NJ 07512
[Address of broker or agent (typewritten)]

emilyc@chagency.com
[Email address of broker or agent (typewritten)]

973-890-0900
[Phone number/Fax number of broker or agent (typewritten)]


[Signature of authorized official, broker, or agent]

Emily Coghlan - Service Representative
[Name and title of authorized official, broker, or agent (typewritten)]

State of New Jersey)
) ss.:
County of Passaic)

Sworn to before me this 7 day of January, 2020


NOTARY PUBLIC FOR THE STATE OF New Jersey

Caren M Malthaner
NOTARY PUBLIC
State of New Jersey
ID # 50090682
My Commission Expires 9/24/2023

(NO TEXT ON THIS PAGE)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

LABOR LAW ARTICLE 8 - NYC PUBLIC WORKS

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to Labor Law Article 8 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work projects. Prevailing rates are required to be annexed to and form part of the public work contract pursuant to § 220 (3).

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to New York State Labor Law section § 220 (5). The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

Agency Chief Contracting Officers should contact the Bureau of Labor Law's Classification Unit with any questions concerning trade classifications, prevailing rates or prevailing practices with respect to procurement on New York City public work contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public work contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public work contracts in the procurement stage must contact the contracting agency responsible for the procurement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public work contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-4443. All callers must have the agency name and contract registration number available when calling with questions on public work contracts. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasył Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 651, New York, N.Y. 10007; Fax (212) 669-4002.

The appropriate schedule of prevailing wages and benefits must be posted at all public work sites pursuant to Labor Law § 220 (3-a) (a).

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site comptroller.nyc.gov/wages. Contractors must pay the wages and supplements in effect when the worker, laborer, mechanic performs the work. Preliminary schedules for future one-year periods appear in the City Record on or about June 1 each succeeding year. Final schedules appear on or about July 1 in the City Record and on our web site comptroller.nyc.gov/wages.

The Comptroller's Office has attempted to include all overtime, shift and night differential, Holiday, Saturday, Sunday or other premium time work. However, this schedule does not set forth every prevailing practice with respect to such rates with which employers must comply. All such practices are nevertheless part of the employer's prevailing wage obligation and contained in the collective bargaining agreements of the prevailing wage unions. These collective bargaining agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Prevailing rates and ratios for apprentices are published in the Construction Apprentice Prevailing Wage Schedule. Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be paid at the apprentice rates. Apprentices who are not so registered must be paid as journey persons.

New York City public work projects awarded pursuant to a Project Labor Agreement (“PLA”) in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA’s pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor’s Office of Contract Services (MOCS) web page at:

<https://www1.nyc.gov/site/mocs/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

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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**ASBESTOS HANDLER
SEE HAZARDOUS MATERIAL HANDLER**

BLASTER

Blaster

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$55.86**

Supplemental Benefit Rate per Hour: **\$44.48**

Blaster- Hydraulic Trac Drill

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$50.00**

Supplemental Benefit Rate per Hour: **\$44.48**

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$49.17**

Supplemental Benefit Rate per Hour: **\$44.48**

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$42.65**

Supplemental Benefit Rate per Hour: **\$44.48**

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$21.33**

Supplemental Benefit Rate per Hour: **\$44.48**

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$59.17**

Supplemental Benefit Rate per Hour: **\$44.59**

Supplemental Note: For time and one half overtime - \$66.44 For double overtime - \$88.28

Overtime Description

For Repair and Maintenance work:

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

For New Construction work:

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Quadruple time the regular rate for work on the following holiday(s).
Labor Day

Paid Holidays

Good Friday
Day after Thanksgiving
Day before Christmas
Day before New Year's Day

Shift Rates

When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7 ½) hours and receive eight hours at the regular straight time hourly rate plus twenty-five cents (\$0.25) per hour. The third shift shall work seven (7) hours and receive eight hours at the regular straight time hourly rate plus fifty cents (\$0.50) per hour. A thirty (30) minute lunch period shall not be considered as time worked. Work in excess of the above shall be paid overtime at the appropriate new construction work or repair work overtime wage and supplemental benefit hourly rate.

(Local #5)

BRICKLAYER

Bricklayer

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$56.32**

Supplemental Benefit Rate per Hour: **\$33.11**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

Overtime rates to be paid outside the regular scheduled work day.

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$52.50**

Supplemental Benefit Rate per Hour: **\$46.38**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

The employer may work two (2) shifts with the first shift at the straight time wage rate starting at the established time between 7 a.m. and 9 a.m. The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight (8) hours pay for seven (7) hours of work, nine (9) hours pay for eight (8) hours of work.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

When it is not possible to conduct alteration work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

CARPENTER - HEAVY CONSTRUCTION WORK
(Construction of Engineering Structures and Building Foundations)

Heavy Construction Work

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$54.68**

Supplemental Benefit Rate per Hour: **\$51.73**

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)

CARPENTER - HIGH RISE CONCRETE FORMS (Excludes Engineering Structures and Building Foundations)

Carpenter High Rise A

Effective Period: 7/1/2019 - 6/30/2020

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: 7/1/2019 - 6/30/2020

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

The second shift wage rate shall be 113% of the straight time hourly wage rate. There must be a first shift in order to work a second shift.

(Carpenters District Council)

CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST

Carpenter - Hod Hoist

(Assisted by Mason Tender)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$50.50**

Supplemental Benefit Rate per Hour: **\$39.56**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

(Carpenters District Council)

CARPENTER - WOOD WATER STORAGE TANK

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Tank Mechanic

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$34.14**
Supplemental Benefit Rate per Hour: **\$19.00**

Tank Helper

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$27.30**
Supplemental Benefit Rate per Hour: **\$19.00**

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on 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.
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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$43.53**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$28.95**

Supplemental Note: \$32.45 on Saturdays; \$35.95 on Sundays & Holidays

Cement & Concrete Worker - (Hired after 2/6/2016)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$33.05**

Supplemental Benefit Rate per Hour: **\$20.95**

Supplemental Note: \$22.45 on Saturdays; \$23.95 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: 7/1/2019 - 6/30/2020

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

Shift Rates

For an off shift day, (work at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential. Four Days a week at Ten (10)hour day.

(Local #780) (BCA)

CORE DRILLER

Core Driller

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$40.44**

Supplemental Benefit Rate per Hour: **\$26.70**

Core Driller Helper

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$32.12**

Supplemental Benefit Rate per Hour: **\$26.70**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$28.91

Supplemental Benefit Rate per Hour: \$26.70

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$25.70

Supplemental Benefit Rate per Hour: \$26.70

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$22.48

Supplemental Benefit Rate per Hour: \$26.70

Overtime Description

Time and one half the regular rate for work on a holiday plus Holiday pay when worked.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Shift Rates

The shift day shall be the continuous eight and one-half (8½) hours from 6:00 A.M. to 2:30 P.M. and from 2:30 P.M. to 11:00 P.M., including one-half (½) hour of employees regular rate of pay for lunch. When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive seventy-five cents (\$0.75) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

(Carpenters District Council)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$50.91**

Supplemental Benefit Rate per Hour: **\$54.11**

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$55.53 - 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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$42.59**

Supplemental Benefit Rate per Hour: **\$42.37**

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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$69.22**

Supplemental Benefit Rate per Hour: **\$51.73**

Diver Tender (Marine)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$49.14**

Supplemental Benefit Rate per Hour: **\$51.73**

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$54.63**

Supplemental Benefit Rate per Hour: **\$51.73**

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.

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: 7/1/2019 - 6/30/2020

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

Driver - Tractor Trailer

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$43.84**

Supplemental Benefit Rate per Hour: **\$49.03**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$19.80; at double time rate - \$26.40

Driver - Euclid & Turnapull Operator

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$44.40**

Supplemental Benefit Rate per Hour: **\$49.03**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$19.80; at double time rate - \$26.40

Overtime Description

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Off single shift work commencing between 6:00 P.M. and 5:00 A.M. shall work eight and one half (8 1/2) hours allowing for one half hour for lunch and be paid 117.3% of the straight time hourly wage rate.

Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$39.00**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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 paid for these holidays, provided they shape each remaining workday during that calendar week.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

President's Day

Columbus Day

Veteran's Day

Triple time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Christmas Day

(Local #282)

ELECTRICIAN

(Including installation of low voltage cabling carrying data, video and/or voice on building construction/alteration/renovation projects.)

Electrician "A" (Regular Day / Day Shift)

Effective Period: 7/1/2019 - 6/30/2020

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$56.00**
Supplemental Benefit Rate per Hour: **\$56.54**

Electrician "A" (Regular Day Overtime after 7 hrs / Day Shift Overtime after 8 hrs)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$84.00**
Supplemental Benefit Rate per Hour: **\$60.07**

Electrician "A" (Swing Shift)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$65.71**
Supplemental Benefit Rate per Hour: **\$64.36**

Electrician "A" (Swing Shift Overtime After 7.5 hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$98.57**
Supplemental Benefit Rate per Hour: **\$68.51**

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$73.60**
Supplemental Benefit Rate per Hour: **\$70.94**

Electrician "A" (Graveyard Shift Overtime After 7 hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$110.40**
Supplemental Benefit Rate per Hour: **\$75.59**

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on a holiday.
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Christmas Day

Paid Holidays

None

Shift Rates

When so elected by the Employer, one or more shifts of at least five days duration may be scheduled as follows:
Day Shift: 8:00 am to 4:30 pm, Swing Shift 4:30 pm to 12:30 am, Graveyard Shift: 12:30 am to 8:00 am.

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is \$24.92.

Electrician "M" (First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$29.00**

Supplemental Benefit Rate per Hour: **\$23.43**

First and Second Year "M" Wage Rate Per Hour: \$24.50

First and Second Year "M" Supplemental Rate: \$21.07

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$43.50**

Supplemental Benefit Rate per Hour: **\$25.26**

First and Second Year "M" Wage Rate Per Hour: \$36.75

First and Second Year "M" Supplemental Rate: \$22.62

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
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: 7/1/2019 - 3/9/2020

Wage Rate per Hour: **\$33.40**

Supplemental Benefit Rate per Hour: **\$17.68**

Supplemental Note: \$16.06 only after 8 hours worked in a day

Effective Period: 3/10/2020 - 6/30/2020

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.

Double time the regular rate for Sunday.

Paid Holidays

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
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:00 A.M.

Vacation

At least 1 year of employment.....ten (10) days
5 years or more of employment.....fifteen (15) days
10 years of employment.....twenty (20) days
Plus one Personal Day per year

Sick Days:

One day per Year. Up to 4 vacation days may be used as sick days.

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$56.00**

Supplemental Benefit Rate per Hour: **\$58.44**

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$42.66**

Supplemental Benefit Rate per Hour: **\$43.52**

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$36.61**

Supplemental Benefit Rate per Hour: **\$39.16**

Overtime Description

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2019 - 3/16/2020

Wage Rate per Hour: **\$66.95**

Supplemental Benefit Rate per Hour: **\$36.65**

Effective Period: 3/17/2020 - 6/30/2020

Wage Rate per Hour: **\$69.56**

Supplemental Benefit Rate per Hour: **\$37.47**

Overtime Description

For New Construction: work performed after 7 or 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

Overtime

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2019 - 3/16/2020

Wage Rate per Hour: **\$52.44**

Supplemental Benefit Rate per Hour: **\$36.55**

Effective Period: 3/17/2020 - 6/30/2020

Wage Rate per Hour: **\$54.56**

Supplemental Benefit Rate per Hour: **\$37.37**

Overtime Description

For Scheduled Service Work: Double time - work scheduled in advance by two or more workers performed on Sundays, Holidays, and between midnight and 7:00am.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day
President's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$70.71

Supplemental Benefit Rate per Hour: \$39.74

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: \$113.14

Engineer - Heavy Construction Operating Engineer II

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherry pickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 man auger.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$68.58**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: **\$109.73**

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$65.00**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: **\$104.00**

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$68.25**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: **\$109.20**

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$90.00**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: **\$144.00**

Engineer - Heavy Construction Maintenance Engineer III

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

On Generators, Light Towers

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$44.64**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: **\$71.42**

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$45.83**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: **\$73.33**

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$65.31**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: **\$104.50**

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$61.05**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: **\$97.68**

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$46.18**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: **\$73.89**

Overtime Description

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

Overtime

- Double time the regular rate after an 8 hour day.
- Double time the regular time rate for Saturday.
- Double time the regular rate for Sunday.
- Double time the regular rate for work on the following holiday(s).

Paid Holidays

- New Year's Day
- Lincoln's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Engineer - Building Work Maintenance Engineers I

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

- Effective Period: 7/1/2019 - 6/30/2020
- 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: 7/1/2019 - 6/30/2020
- Wage Rate per Hour: **\$48.26**
- Supplemental Benefit Rate per Hour: **\$39.74**
- Supplemental Note: **\$72.08** on overtime

Engineer - Building Work Oilers I

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

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: 7/1/2019 - 6/30/2020

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, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2019 - 6/30/2020

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.

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

Off Shift: double time the regular hourly rate.

(Local #15)

ENGINEER - CITY SURVEYOR AND CONSULTANT

Party Chief

Effective Period: 7/1/2019 - 6/30/2020

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: 7/1/2019 - 6/30/2020

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: 7/1/2019 - 6/30/2020

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

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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

ENGINEER - FIELD (BUILDING CONSTRUCTION)
(Construction of Building Projects, Concrete Superstructures, etc.)

Field Engineer - BC Party Chief

Effective Period: 7/1/2019 - 6/30/2020

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: 7/1/2019 - 6/30/2020

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: 7/1/2019 - 6/30/2020

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

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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

ENGINEER - FIELD (HEAVY CONSTRUCTION)
(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations,
Engineering Structures etc.)

Field Engineer - HC Party Chief

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$74.18**

Supplemental Benefit Rate per Hour: **\$36.51**

Supplemental Note: Overtime benefit rate - \$51.29 per hour (time & one half), \$66.07 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$54.47**

Supplemental Benefit Rate per Hour: **\$36.51**

Supplemental Note: Overtime benefit rate - \$51.29 per hour (time & one half), \$66.07 per hour (double time).

Field Engineer - HC Rodperson

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$45.70**

Supplemental Benefit Rate per Hour: **\$36.51**

Supplemental Note: Overtime benefit rate - \$51.29 per hour (time & one half), \$66.07 per hour (double time).

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

ENGINEER - FIELD (STEEL ERECTION)

Field Engineer - Steel Erection Party Chief

Effective Period: 7/1/2019 - 6/30/2020

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: 7/1/2019 - 6/30/2020

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: 7/1/2019 - 6/30/2020

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.

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$81.17**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$129.87**

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$84.01**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$134.42**

Operating Engineer - Road & Heavy Construction III

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$86.69**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$138.70**

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$84.62**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$135.39**

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$82.96**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: **\$59.95** overtime hours
Shift Wage Rate: **\$132.74**

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$78.85**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: **\$59.95** overtime hours
Shift Wage Rate: **\$126.16**

Operating Engineer - Road & Heavy Construction VII

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$63.81**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: **\$59.95** overtime hours
Shift Wage Rate: **\$102.10**

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$49.67**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: **\$59.95** overtime hours
Shift Wage Rate: **\$62.44**

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$75.02**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: **\$59.95** overtime hours
Shift Wage Rate: **\$120.03**

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$69.01**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: \$59.95 overtime hours
Shift Wage Rate: **\$110.42**

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: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$53.74**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: \$59.95 overtime hours
Shift Wage Rate: **\$85.98**

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$79.68**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: \$59.95 overtime hours
Shift Wage Rate: **\$127.49**

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$77.19**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: \$59.95 overtime hours
Shift Wage Rate: **\$123.50**

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$73.82**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: \$59.95 overtime hours
Shift Wage Rate: **\$118.11**

Operating Engineer - Road & Heavy Construction XV

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$49.99**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$79.98**

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$70.53**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$112.85**

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$71.06**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$113.70**

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$101.71**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$162.74**

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$78.85**

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

Shift Wage Rate: **\$126.16**

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$76.83**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$122.93**

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$65.08**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$104.13**

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$84.25**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$50.37**

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$67.45**

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 - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$87.14**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$139.42**

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$83.75**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$134.00**

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$49.95**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$79.92**

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$47.58**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$76.13**

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$69.51**

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 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: 7/1/2019 - 6/30/2020

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: 7/1/2019 - 6/30/2020

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$83.68**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2019 - 6/30/2020

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: 7/1/2019 - 6/30/2020

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020

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

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

(Operating Engineer Local #14)

FLOOR COVERER

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Floor Coverer

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$50.50**

Supplemental Benefit Rate per Hour: **\$45.98**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Two shifts may be utilized with the first shift working 8 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.

There must be a first shift to work the second shift.

(Carpenters District Council)

GLAZIER

(New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$46.05**

Supplemental Benefit Rate per Hour: **\$43.39**

Supplemental Note: Supplemental Benefit Overtime Rate: **\$65.10**

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
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, whenever performed, where the total cumulative contract value is under \$141,750)

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$25.64**

Supplemental Benefit Rate per Hour: **\$22.29**

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).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$36.50**

Supplemental Benefit Rate per Hour: **\$16.45**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Easter

Paid Holidays

None

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #78 and Local #12A)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$61.46**

Supplemental Benefit Rate per Hour: **\$40.46**

Overtime Description

Double time shall be paid for supplemental benefits during overtime work.
8th hour paid at time and one half.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

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.

(Local #12) (BCA)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$37.18**

Supplemental Benefit Rate per Hour: **\$29.77**

House Wrecker - Tier B

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$26.41**

Supplemental Benefit Rate per Hour: **\$22.18**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

Effective Period: 7/1/2019 - 6/30/2020

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$45.15**

Supplemental Benefit Rate per Hour: **\$55.62**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter, time and one half the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

For off shift work - 8 hours pay for 7 hours of work. When two or three shifts are employed on a job, Monday through Friday, the workday for each shift shall be seven hours and paid for ten and one-half hours at the single time rate. When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven hours and paid fifteen and three-quarters hours.

(Local #580)

IRON WORKER - STRUCTURAL

Iron Worker - Structural

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$51.05**

Supplemental Benefit Rate per Hour: **\$76.89**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

(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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$42.65**

Supplemental Benefit Rate per Hour: **\$44.48**

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).
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)

LANDSCAPING

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

Landscaper (Year 6 and above)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: \$31.75
Supplemental Benefit Rate per Hour: \$16.05

Landscaper (Year 3 - 5)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: \$30.72
Supplemental Benefit Rate per Hour: \$16.05

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Landscaper (up to 3 years)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$28.14**

Supplemental Benefit Rate per Hour: **\$16.05**

Groundperson

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$28.14**

Supplemental Benefit Rate per Hour: **\$16.05**

Tree Remover / Pruner

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$36.92**

Supplemental Benefit Rate per Hour: **\$16.05**

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$26.59**

Supplemental Benefit Rate per Hour: **\$16.05**

Watering - Plant Maintainer

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$21.40**

Supplemental Benefit Rate per Hour: **\$16.05**

Overtime Description

For all overtime work performed, supplemental benefits shall include an additional seventy-five (\$0.75) cents per hour.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Shift Rates

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$54.44**

Supplemental Benefit Rate per Hour: **\$40.77**

Marble Finisher

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$42.86**

Supplemental Benefit Rate per Hour: **\$38.22**

Marble Polisher

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$39.81**

Supplemental Benefit Rate per Hour: **\$30.35**

Marble Maintenance Finisher

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$24.31**

Supplemental Benefit Rate per Hour: **\$13.34**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #7)

MASON TENDER

Mason Tender

Effective Period: 7/1/2019 - 6/30/2020

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$36.44**

Supplemental Benefit Rate per Hour: **\$24.50**

Mason Tender Tier B

Tier B Interior Demolition Worker performs manual work and work incidental to demolition work, such as loading and carting of debris from the work site to an area where it can be loaded in to bins/trucks for removal. Also performs clean-up of the site when demolition is completed.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$25.63**

Supplemental Benefit Rate per Hour: **\$18.82**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$46.23**

Supplemental Benefit Rate per Hour: **\$46.67**

Supplemental Note: Overtime Supplemental Benefit rate - \$57.92

Overtime Description

Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

Overtime

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

There will be no shift differential paid on the first shift if more than one shift is employed. The shift differential will remain \$12/hour on the second and third shift for the first eight (8) hours if worked. There will be no pyramiding on overtime worked on second and third shifts. The time and one half (1.5x) rate will be against the base wage rate, not the shift differential

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2019 - 6/30/2020

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$54.20**

Supplemental Benefit Rate per Hour: **\$53.81**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

The first shift shall receive the straight time rate of pay. The second shift receives the straight time rate of pay plus fifteen (15%) per cent. Members of the second shift shall be allowed one half hour to eat, with this time being included in the hours of the workday established. There must be a first shift to work a second shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) per cent for weekday hours.

(Local #740)

MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$49.91**

Supplemental Benefit Rate per Hour: **\$43.24**

Mosaic Mechanic - Mosaic & Terrazzo Finisher

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$48.31**

Supplemental Benefit Rate per Hour: **\$43.24**

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$48.31**

Supplemental Benefit Rate per Hour: **\$43.24**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Local #7)

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$43.00**

Supplemental Benefit Rate per Hour: **\$32.49**

Supplemental Note: \$ 37.75 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$46.00**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$32.49**
Supplemental Note: \$ 37.75 on overtime

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

(District Council of Painters #9)

PAINTER - LINE STRIPING (ROADWAY)

Striping - Machine Operator

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$35.00**
Supplemental Benefit Rate per Hour: **\$12.37**
Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

Lineperson (Thermoplastic)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$39.00**
Supplemental Benefit Rate per Hour: **\$12.37**
Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

Overtime Description

For Paid Holidays: Employees will only receive Holiday Pay for holidays not worked if said employee worked both the weekday before and the weekday after the holiday.

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.
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
Day after Thanksgiving
Christmas Day

Shift Rates

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.
Friday may be used as a make-up 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. Vacation must be taken during winter months.

(Local #1010)

PAINTER - METAL POLISHER

METAL POLISHER

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$30.58

Supplemental Benefit Rate per Hour: \$7.16

METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$31.53

Supplemental Benefit Rate per Hour: \$7.16

METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2019 - 6/30/2020

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$34.08**

Supplemental Benefit Rate per Hour: **\$7.16**

Overtime Description

All work performed on Saturdays shall be paid at time-in-a half. The exception being; for suspended scaffold work and work deemed as a construction project; an eight (8) hour shift lost during the week due to circumstances beyond the control of the employer, up to a maximum of eight (8) hours per week, may be worked on Saturday at the straight time rate.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Triple time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Four Days a week at Ten (10) hours straight a day.

Local 8A-28A

PAINTER - SIGN

Sign Painter

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$41.98**

Supplemental Benefit Rate per Hour: **\$20.10**

Assistant Sign Painter

Effective Period: 7/1/2019 - 6/30/2020

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$35.67**

Supplemental Benefit Rate per Hour: **\$18.47**

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$49.50**

Supplemental Benefit Rate per Hour: **\$41.83**

Painter - Power Tool

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$55.50**

Supplemental Benefit Rate per Hour: **\$41.83**

Overtime Wage Rate: **\$6.00** above the "Painters on Structural Steel" overtime rate.

Overtime Description

Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

Regular hourly rates plus a ten per cent (10%) differential

(Local #806)

PAPERHANGER

Paperhanger

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$45.40**

Supplemental Benefit Rate per Hour: **\$34.74**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$46.85**

Supplemental Benefit Rate per Hour: **\$44.86**

Supplemental Note: For time and one half overtime - \$48.74 For double overtime - \$52.61

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$42.98**

Supplemental Benefit Rate per Hour: **\$44.86**

Supplemental Note: For time and one half overtime - \$48.74 For double overtime - \$52.61

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$47.45**

Supplemental Benefit Rate per Hour: **\$44.86**

Supplemental Note: For time and one half overtime - \$48.74 For double overtime - \$52.61

Production Paver & Roadbuilder - Raker

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$46.85**

Supplemental Benefit Rate per Hour: **\$44.86**

Supplemental Note: For time and one half overtime - \$48.74 For double overtime - \$52.61

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$42.98**

Supplemental Benefit Rate per Hour: **\$44.86**

Supplemental Note: For time and one half overtime - \$48.74 For double overtime - \$52.61

Overtime Description

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #1010)

PLASTERER

Plasterer

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$45.93**

Supplemental Benefit Rate per Hour: **\$26.52**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

When it is not possible to conduct work during regular working hours (between 6:30am and 4:30pm), a shift differential shall be paid at the regular hourly rate plus a twelve per cent (12%) per hour differential. Workers on shift work shall be allowed a paid one-half hour meal break.

(Local #262)

PLASTERER - TENDER

Plasterer - Tender

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$38.40**

Supplemental Benefit Rate per Hour: **\$31.04**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

PLUMBER

Plumber

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$69.00**

Supplemental Benefit Rate per Hour: **\$37.20**

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$55.28**

Supplemental Benefit Rate per Hour: **\$29.68**

Overtime Description

Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is \$1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

Overtime

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Shift work, when directly specified in public agency or authority documents where plumbing contract is \$8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)

(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Plumber

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$43.05**

Supplemental Benefit Rate per Hour: **\$17.71**

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
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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$47.89

Supplemental Benefit Rate per Hour: \$26.74

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$67.45**

Supplemental Benefit Rate per Hour: **\$25.26**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Plumbers Local #1)

**POINTER, WATERPROOFER, CAULKER, SANDBLASTER,
STEAMBLASTER
(Exterior Building Renovation)**

Journey person

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$53.42**

Supplemental Benefit Rate per Hour: **\$26.52**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

ROOFER

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Roofer

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$43.50**

Supplemental Benefit Rate per Hour: **\$33.81**

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

Shift Rates

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$50.15**

Supplemental Benefit Rate per Hour: **\$50.55**

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$40.12**

Supplemental Benefit Rate per Hour: **\$50.55**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$16.08

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

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$46.30**

Supplemental Benefit Rate per Hour: **\$25.95**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(Local #28)

SHIPYARD WORKER

Shipyard Mechanic - First Class

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$28.50**

Supplemental Benefit Rate per Hour: **\$3.95**

Shipyard Mechanic - Second Class

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$19.07**

Supplemental Benefit Rate per Hour: **\$3.59**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Shipyard Laborer - First Class

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$23.40

Supplemental Benefit Rate per Hour: \$3.75

Shipyard Laborer - Second Class

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$17.38

Supplemental Benefit Rate per Hour: \$3.52

Shipyard Dockhand - First Class

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$21.57

Supplemental Benefit Rate per Hour: \$3.68

Shipyard Dockhand - Second Class

Effective Period: 7/1/2019 - 6/30/2020

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 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

SIGN ERECTOR
(Sheet Metal, Plastic, Electric, and Neon)

Sign Erector

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$49.35**

Supplemental Benefit Rate per Hour: **\$54.63**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

STEAMFITTER

Steamfitter I

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$57.50**

Supplemental Benefit Rate per Hour: **\$57.29**

Supplemental Note: Overtime supplemental benefit rate: \$113.84

Steamfitter -Temporary Services

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$43.70**

Supplemental Benefit Rate per Hour: **\$46.54**

Overtime

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Work performed between 3:30 P.M. and 7:00 A.M. and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate and paid at the overtime supplemental benefit rate above.

Steamfitter II

For heating, ventilation, air conditioning and mechanical public work contracts with a dollar value not to exceed \$30,000,000 and for fire protection/sprinkler public work contracts not to exceed \$3,000,000.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$57.50**

Supplemental Benefit Rate per Hour: **\$57.29**

Supplemental Note: Overtime supplemental benefit rate: \$113.84

Steamfitter -Temporary Services

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$43.70**

Supplemental Benefit Rate per Hour: **\$46.54**

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M. Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$42.35**

Supplemental Benefit Rate per Hour: **\$17.46**

Refrigeration and Air Conditioner Service Person V

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$34.80**

Supplemental Benefit Rate per Hour: **\$15.59**

Refrigeration and Air Conditioner Service Person IV

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$28.83**

Supplemental Benefit Rate per Hour: **\$14.05**

Refrigeration and Air Conditioner Service Person III

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$24.74**

Supplemental Benefit Rate per Hour: **\$12.91**

Refrigeration and Air Conditioner Service Person II

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$20.51**

Supplemental Benefit Rate per Hour: **\$11.83**

Refrigeration and Air Conditioner Service Person I

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$15.01**

Supplemental Benefit Rate per Hour: **\$10.60**

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
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

Double time and one half the regular rate for work on the following holiday(s).

Martin Luther King Jr. Day
President's Day
Memorial Day
Columbus Day

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(Local #638B)

STONE MASON - SETTER

Stone Mason - Setter

(Assisted by Derrickperson and Rigger)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$54.17

Supplemental Benefit Rate per Hour: \$42.65

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

Shift Rates

For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

TAPER

Drywall Taper

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$47.82**

Supplemental Benefit Rate per Hour: **\$26.81**

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #1974)

TELECOMMUNICATION WORKER

(Install/maintain/repair telecommunications cables carrying data, video, and/or voice except for installation on building construction/alteration/renovation projects.)

Telecommunication Worker

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$44.75**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

Shift Rates

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

Vacation

After 6 months.....one week.
After 12 months but less than 7 years.....two weeks.
After 7 or more but less than 15 years.....three weeks.
After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$42.72**

Supplemental Benefit Rate per Hour: **\$33.57**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TILE LAYER - SETTER

Tile Layer - Setter

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$54.84**

Supplemental Benefit Rate per Hour: **\$38.32**

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 day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TIMBERPERSON

Timberperson

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$50.05

Supplemental Benefit Rate per Hour: \$51.03

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.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Local #1536)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$65.42

Supplemental Benefit Rate per Hour: \$56.42

Tunnel Workers (Compressed Air Rates)

Includes shield driven liner plate portions or solidification portions work (8 hour shift) during excavation phase.

Effective Period: 7/1/2019 - 6/30/2020

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$63.21**
Supplemental Benefit Rate per Hour: **\$54.60**

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$62.02**
Supplemental Benefit Rate per Hour: **\$53.57**

Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$60.84**
Supplemental Benefit Rate per Hour: **\$52.63**

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$60.84**
Supplemental Benefit Rate per Hour: **\$52.63**

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$53.40**
Supplemental Benefit Rate per Hour: **\$49.60**

Blasters (Free Air Rates)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$62.41**
Supplemental Benefit Rate per Hour: **\$54.17**

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$59.72**
Supplemental Benefit Rate per Hour: **\$51.89**

All Others (Free Air Rates)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$55.18**
Supplemental Benefit Rate per Hour: **\$48.03**

Microtunneling (Free Air Rates)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$47.78

Supplemental Benefit Rate per Hour: \$41.51

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

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$31.56

Supplemental Benefit Rate per Hour: \$1.93

Utility Locator (Year 5 - 6)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$22.85

Supplemental Benefit Rate per Hour: \$1.93

Utility Locator (Year 4)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$21.54**
Supplemental Benefit Rate per Hour: \$1.93

Utility Locator (Year 3)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$20.30**
Supplemental Benefit Rate per Hour: \$1.93

Utility Locator (Year 2)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$19.13**
Supplemental Benefit Rate per Hour: \$1.93

Utility Locator (Year 1)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$18.04**
Supplemental Benefit Rate per Hour: \$1.93

Utility Locator (Up to 1 year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$17.00**
Supplemental Benefit Rate per Hour: \$1.93
Supplemental Note: No benefits for the first 90 days of employment.

Overtime

Time and one half the regular rate for work on the following Paid Holiday(s).
Time and one half the regular hourly rate after 40 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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.)

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

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

BOILERMAKER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$31.76

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 70% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$33.59

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 75% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$35.43

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$37.25

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 85% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$39.08

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 90% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$40.93

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 95% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$42.75

(Local #5)

BRICKLAYER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$20.61

Bricklayer (Second 750 Hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$20.61

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$20.61

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$20.61

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$20.61

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 95% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$20.61

(Bricklayer District Council)

CARPENTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.44

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.49

Carpenter (Second Year)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.44

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.49

Carpenter (Third Year)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.44

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.49

Carpenter (Fourth Year)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.44

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.49

(Carpenters District Council)

CARPENTER - HIGH RISE CONCRETE FORMS

(Ratio of Apprentice to Journeyman: 1 to 1, 2 to 5)

Carpenter - High Rise (First Year)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$17.52

Supplemental Benefit Rate per Hour: \$16.30

Carpenter - High Rise (Second Year)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$23.95

Supplemental Benefit Rate per Hour: \$16.43

Carpenter - High Rise (Third Year)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$30.53

Supplemental Benefit Rate per Hour: \$16.56

Carpenter - High Rise (Fourth Year)

Effective Period: 7/1/2019 - 6/30/2020

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: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

Cement Mason (Second Year)

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

Cement Mason (Third Year)

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 70% of Journeyman's Rate

(Local #780)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

CEMENT AND CONCRETE WORKER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Cement & Concrete Worker (First 1333 hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$20.00

Cement & Concrete Worker (Second 1333 hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$25.45

Cement & Concrete Worker (Last 1334 hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$26.95

Cement & Concrete Worker (Hired after 2/6/2016 - First 1334 hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 53% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$14.04

Cement & Concrete Worker (Hired after 2/6/2016 - Second 1334 hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 69% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$18.97

Cement & Concrete Worker (Hired after 2/6/2016 - Last 1334 hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 85% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$20.05

(Cement Concrete Workers District Council)

DERRICKPERSON & RIGGER (STONE)
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2019 - 6/30/2020
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: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

Derrickperson & Rigger (stone) - Second Year: 2nd Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

Derrickperson & Rigger (stone) - Third Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

(Local #197)

**DOCKBUILDER/PILE DRIVER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)**

Dockbuilder/Pile Driver (First Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$34.12

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$34.12

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2019 - 6/30/2020

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$34.12

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$34.12

(Carpenters District Council)

ELECTRICIAN

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Electrician (First Term: 0-6 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: \$15.75
Supplemental Benefit Rate per Hour: \$14.03
Overtime Supplemental Rate Per Hour: \$15.07

Electrician (First Term: 7-12 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: \$16.25
Supplemental Benefit Rate per Hour: \$14.28
Overtime Supplemental Rate Per Hour: \$15.36

Electrician (Second Term: 0-6 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: \$17.25
Supplemental Benefit Rate per Hour: \$14.79
Overtime Supplemental Rate Per Hour: \$15.94

Electrician (Second Term: 7-12 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: \$18.25
Supplemental Benefit Rate per Hour: \$15.30
Overtime Supplemental Rate Per Hour: \$16.51

Electrician (Third Term: 0-6 Months)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$19.25**

Supplemental Benefit Rate per Hour: **\$15.81**

Overtime Supplemental Rate Per Hour: **\$17.09**

Electrician (Third Term: 7-12 Months)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$20.25**

Supplemental Benefit Rate per Hour: **\$16.32**

Overtime Supplemental Rate Per Hour: **\$17.67**

Electrician (Fourth Term: 0-6 Months)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$21.25**

Supplemental Benefit Rate per Hour: **\$16.83**

Overtime Supplemental Rate Per Hour: **\$18.24**

Electrician (Fourth Term: 7-12 Months)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$23.25**

Supplemental Benefit Rate per Hour: **\$17.85**

Overtime Supplemental Rate Per Hour: **\$19.39**

Electrician (Fifth Term: 0-12 Months)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$24.50**

Supplemental Benefit Rate per Hour: **\$21.07**

Overtime Supplemental Rate Per Hour: **\$22.62**

Electrician (Fifth Term: 13-18 Months)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$29.00**

Supplemental Benefit Rate per Hour: **\$23.43**

Overtime Supplemental Rate Per Hour: **\$25.26**

Overtime Description

Overtime Wage paid at time and one half the regular rate

(Local #3)

ELEVATOR CONSTRUCTOR

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Elevator (Constructor) - First Year

Effective Period: 7/1/2019 - 3/16/2020

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: \$31.52

Effective Period: 3/17/2020 - 6/30/2020

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: \$32.14

Elevator (Constructor) - Second Year

Effective Period: 7/1/2019 - 3/16/2020

Wage Rate Per Hour: 55% of Journeyman's rate

Supplemental Rate Per Hour: \$32.03

Effective Period: 3/17/2020 - 6/30/2020

Wage Rate Per Hour: 55% of Journeyman's rate

Supplemental Rate Per Hour: \$32.67

Elevator (Constructor) - Third Year

Effective Period: 7/1/2019 - 3/16/2020

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Rate Per Hour: \$33.06

Effective Period: 3/17/2020 - 6/30/2020

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Rate Per Hour: \$33.74

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2019 - 3/16/2020

Wage Rate Per Hour: 75% of Journeyman's rate

Supplemental Rate Per Hour: \$34.08

Effective Period: 3/17/2020 - 6/30/2020

Wage Rate Per Hour: 75% of Journeyman's rate

Supplemental Rate Per Hour: \$34.80

(Local #1)

ELEVATOR REPAIR & MAINTENANCE
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2019 - 3/16/2020
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Per Hour: \$31.47

Effective Period: 3/17/2020 - 6/30/2020
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Per Hour: \$32.09

Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2019 - 3/16/2020
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Benefit Per Hour: \$31.98

Effective Period: 3/17/2020 - 6/30/2020
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Benefit Per Hour: \$32.62

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2019 - 3/16/2020
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Per Hour: \$32.99

Effective Period: 3/17/2020 - 6/30/2020
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Per Hour: \$33.67

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2019 - 3/16/2020
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Benefit Per Hour: \$34.01

Effective Period: 3/17/2020 - 6/30/2020
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Benefit Per Hour: \$34.73

(Local #1)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

ENGINEER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$25.38**

Supplemental Benefit Rate per Hour: **\$26.69**

Engineer - Second Year

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$31.72**

Supplemental Benefit Rate per Hour: **\$26.69**

Engineer - Third Year

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$34.89**

Supplemental Benefit Rate per Hour: **\$26.69**

Engineer - Fourth Year

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$38.06**

Supplemental Benefit Rate per Hour: **\$26.69**

(Local #15)

ENGINEER - OPERATING

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour 40% of Journeyman's Rate

Supplemental Benefit Per Hour: **\$22.45**

Operating Engineer - Second Year

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 50% of Journeyman's Rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Supplemental Benefit Per Hour: \$22.45

Operating Engineer - Third Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 60% of Journeyman'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: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$31.24

Floor Coverer (Second Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$31.24

Floor Coverer (Third Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$31.24

Floor Coverer (Fourth Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$31.24

(Carpenters District Council)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

GLAZIER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Glazier (Second Year)

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Glazier (Third Year)

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Glazier (Fourth Year)

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #1281)

HAZARDOUS MATERIAL HANDLER

(Ratio of Apprentice Journeyman: 1 to 1, 1 to 3)

Handler (First 1000 Hours)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 78% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$14.25

Handler (Second 1000 Hours)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$14.25

Handler (Third 1000 Hours)

Effective Period: 7/1/2019 - 6/30/2020

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 83% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$14.25

Handler (Fourth 1000 Hours)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 89% of Journeyman'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: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 35% of Journeyman's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 45% of Journeyman's rate

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2019 - 6/30/2020
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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

House Wrecker - First Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: \$21.17
Supplemental Benefit Rate per Hour: \$19.09

House Wrecker - Second Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: \$22.32
Supplemental Benefit Rate per Hour: \$19.09

House Wrecker - Third Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: \$23.97
Supplemental Benefit Rate per Hour: \$19.09

House Wrecker - Fourth Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: \$26.53
Supplemental Benefit Rate per Hour: \$19.09

(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: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$40.20

Iron Worker (Ornamental) - 11 -16 Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$41.44

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Iron Worker (Ornamental) - 17 - 22 Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$42.68

Iron Worker (Ornamental) - 23 - 28 Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Rate Per Hour: \$45.17

Iron Worker (Ornamental) - 29 - 36 Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$47.65

(Local #580)

IRON WORKER - STRUCTURAL
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: \$26.62
Supplemental Benefit Rate per Hour: \$53.09

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: \$27.22
Supplemental Benefit Rate per Hour: \$53.09

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: \$27.83
Supplemental Benefit Rate per Hour: \$53.09

(Local #40 and #361)

LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)

(Ratio Apprentice to Journeyman: 1 to 1, 1 to 3)

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First 1000 hours

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: \$44.48

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Rate Per Hour: \$44.48

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 75% of Journeyman's rate

Supplemental Rate Per Hour: \$44.48

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 90% of Journeyman's rate

Supplemental Rate Per Hour: \$44.48

(Local #731)

MARBLE MECHANICS

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Cutters & Setters - First 750 Hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020

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: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 45% of Journeyperson's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Cutters & Setters - Seventh 750 Hours

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Cutters & Setters - Eighth 750 Hours

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Cutters & Setters - Ninth 750 Hours

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Cutters & Setters - Tenth 750 Hours

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Polishers & Finishers - First 900 Hours

Effective Period: 7/1/2019 - 6/30/2020

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: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

Polishers & Finishers - Third 900 Hours

Effective Period: 7/1/2019 - 6/30/2020

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$21.39

Supplemental Benefit Rate per Hour: \$19.90

Mason Tender - Second Year

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$22.54

Supplemental Benefit Rate per Hour: \$19.90

Mason Tender - Third Year

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$24.29

Supplemental Benefit Rate per Hour: \$19.90

Mason Tender - Fourth Year

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$26.95**
Supplemental Benefit Rate per Hour: **\$19.90**

(Local #79)

METALLIC LATHER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Metallic Lather (First Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$23.04**
Supplemental Benefit Rate per Hour: **\$20.00**

Metallic Lather (Second Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$28.38**
Supplemental Benefit Rate per Hour: **\$20.66**

Metallic Lather (Third Year)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$34.68**
Supplemental Benefit Rate per Hour: **\$21.32**

Metallic Lather (Fourth Year)

Effective Period: 7/1/2019 - 6/30/2020
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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Millwright (First Year)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$29.16**

Supplemental Benefit Rate per Hour: **\$34.66**

Millwright (Second Year)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$34.46**

Supplemental Benefit Rate per Hour: **\$38.31**

Millwright (Third Year)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$39.76**

Supplemental Benefit Rate per Hour: **\$42.61**

Millwright (Fourth Year)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$50.36**

Supplemental Benefit Rate per Hour: **\$49.27**

(Local #740)

PAINTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$17.20**

Supplemental Benefit Rate per Hour: **\$15.05**

Painter - Brush & Roller - Second Year

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$21.50**

Supplemental Benefit Rate per Hour: **\$19.39**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$25.80**

Supplemental Benefit Rate per Hour: **\$22.79**

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$34.40**

Supplemental Benefit Rate per Hour: **\$29.16**

(District Council of Painters)

PAINTER - METAL POLISHER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Metal Polisher (First Year)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$13.00**

Supplemental Benefit Rate per Hour: **\$5.13**

Metal Polisher (Second Year)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$13.00**

Supplemental Benefit Rate per Hour: **\$5.13**

Metal Polisher (Third Year)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$15.75**

Supplemental Benefit Rate per Hour: **\$5.13**

(Local 8A-28)

PAINTER - STRUCTURAL STEEL

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Painters - Structural Steel (First Year)

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Painters - Structural Steel (Second Year)

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #806)

PAVER AND ROADBUILDER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$28.86**

Supplemental Benefit Rate per Hour: **\$21.40**

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$30.50**

Supplemental Benefit Rate per Hour: **\$21.40**

(Local #1010)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

PLASTERER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Plasterer - First Year: 1st Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$13.88

Plasterer - First Year: 2nd Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 45% of Journeyman's rate
Supplemental Rate Per Hour: \$14.36

Plasterer - Second Year: 1st Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$16.44

Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$17.53

Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Rate Per Hour: \$19.72

Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$20.81

(Local #530)

PLASTERER - TENDER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Plasterer Tender - First Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$21.39**
Supplemental Benefit Rate per Hour: **\$19.90**

Plasterer Tender - Second Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$22.54**
Supplemental Benefit Rate per Hour: **\$19.90**

Plasterer Tender - Third Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$24.29**
Supplemental Benefit Rate per Hour: **\$19.90**

Plasterer Tender - Fourth Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$26.95**
Supplemental Benefit Rate per Hour: **\$19.90**

(Local #79)

PLUMBER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$16.28**
Supplemental Benefit Rate per Hour: **\$5.43**

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$19.28**
Supplemental Benefit Rate per Hour: **\$6.43**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Plumber - Second Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: \$27.23
Supplemental Benefit Rate per Hour: \$19.80

Plumber - Third Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: \$29.33
Supplemental Benefit Rate per Hour: \$19.80

Plumber - Fourth Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: \$32.18
Supplemental Benefit Rate per Hour: \$19.80

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: \$33.58
Supplemental Benefit Rate per Hour: \$19.80

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: \$45.65
Supplemental Benefit Rate per Hour: \$19.80

(Plumbers Local #1)

**POINTER, WATERPROOFER, CAULKER, SANDBLASTER,
STEAMBLASTER**
(Exterior Building Renovation)
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - First Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: \$26.36
Supplemental Benefit Rate per Hour: \$14.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Second Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$29.42**
Supplemental Benefit Rate per Hour: **\$18.97**

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Third Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$34.80**
Supplemental Benefit Rate per Hour: **\$21.72**

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Fourth Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate per Hour: **\$41.93**
Supplemental Benefit Rate per Hour: **\$22.72**

(Bricklayer District Council)

ROOFER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Roofer - First Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 35% of Journeyman's rate
Supplemental Benefit Rate Per Hour: **\$3.36**

Roofer - Second Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: **\$16.92**

Roofer - Third Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Benefit Rate Per Hour: **\$20.29**

Roofer - Fourth Year

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$25.37

(Local #8)

SHEET METAL WORKER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Sheet Metal Worker (0-6 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 25% of Journeyman's rate
Supplemental Rate Per Hour: \$6.51

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 35% of Journeyman's rate
Supplemental Rate Per Hour: \$18.57

Sheet Metal Worker (19-30 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 45% of Journeyman's rate
Supplemental Rate Per Hour: \$25.40

Sheet Metal Worker (31-36 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$29.95

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$29.95

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Rate Per Hour: \$36.83

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Sheet Metal Worker (49-54 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$36.83

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$41.42

(Local #28)

SIGN ERECTOR

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: \$15.75

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$17.86

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$19.98

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$22.12

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2019 - 6/30/2020

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$29.92

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$32.56

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$35.92

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$38.65

Sign Erector - Fifth Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$41.33

Sign Erector - Sixth Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$44.01

(Local #137)

STEAMFITTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

Steamfitter - Second Year

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

Steamfitter - Third Year

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate and Supplemental Rate Per Hour: 85% of Journeyperson's rate.

(Local #638)

STONE MASON - SETTER

(Ratio Apprentice of Journeyperson: 1 to 1, 1 to 2)

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Third 750 Hours

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fourth 750 Hours

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Stone Mason - Setters - Fifth 750 Hours

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Sixth 750 Hours

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 100% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

(Bricklayers District Council)

TAPER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Drywall Taper - First Year

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Drywall Taper - Second Year

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Drywall Taper - Third Year

Effective Period: 7/1/2019 - 6/30/2020

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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2019 - 6/30/2020

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: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$33.76

Timberperson - Second Year

Effective Period: 7/1/2019 - 6/30/2020

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.76

Timberperson - Third Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.76

Timberperson - Fourth Year

Effective Period: 7/1/2019 - 6/30/2020
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.76

(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 *L.A. Mancusi*

Re: Security at Construction Sites

.....

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

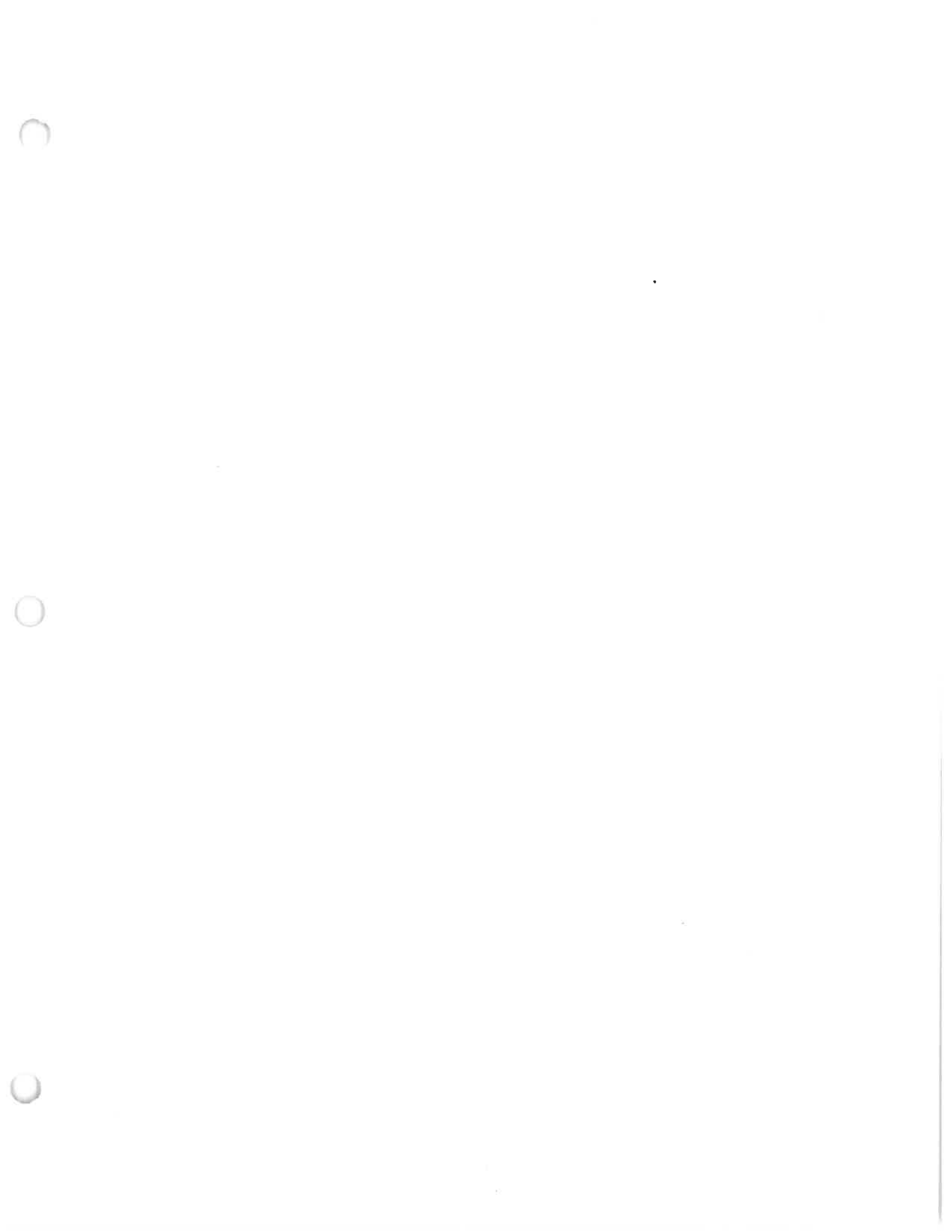
Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

prevailing wages, we suggest that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.

As always, your cooperation is appreciated.

-LAM:er
ACCO.SECURITY AT SITES





**Department of
Design and
Construction**

**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 2 OF 3

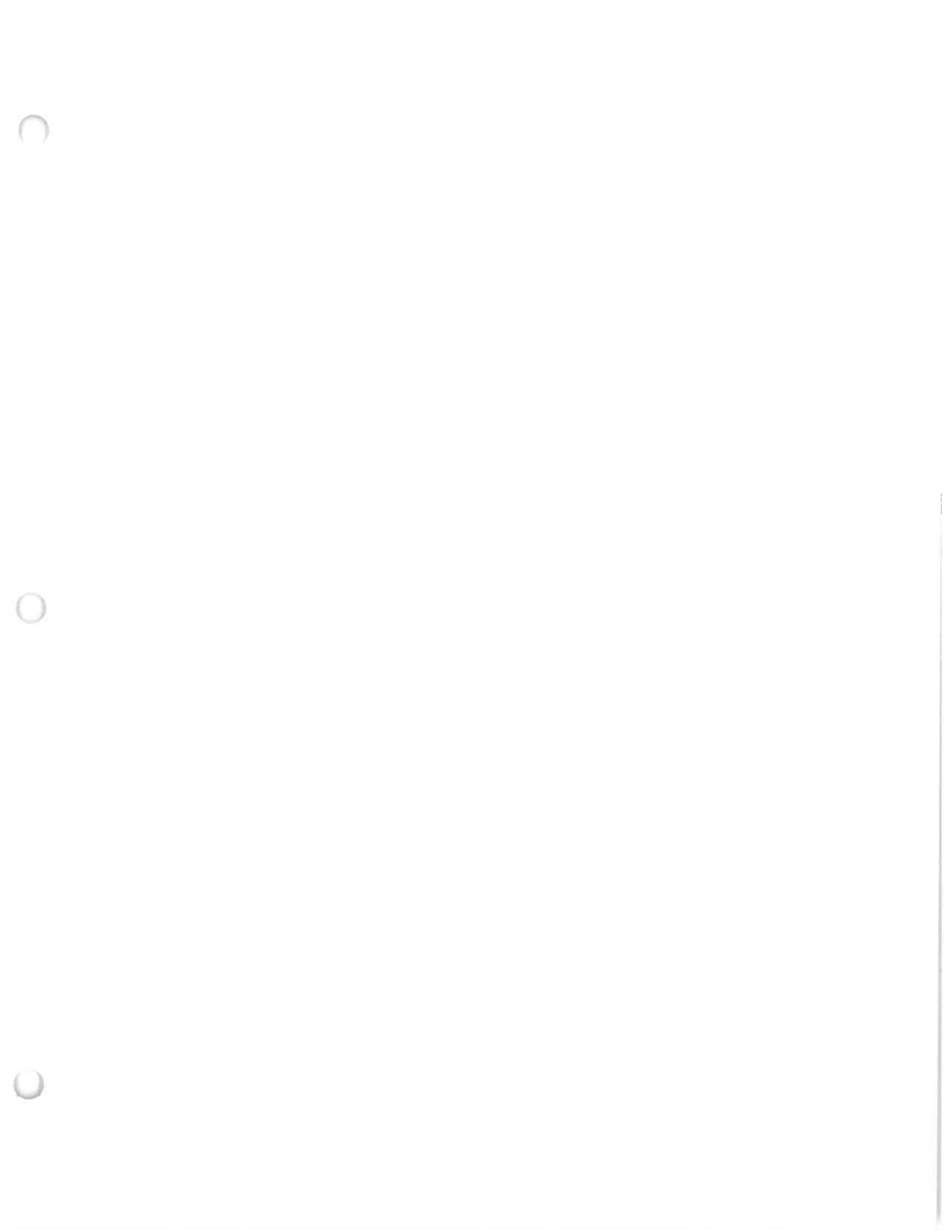
Contractor.

Dated _____, 20____

**APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY**

Acting Corporation Counsel

Dated _____, 20____





**Department of
Design and
Construction**

**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 2 OF 3

PROJECT ID: HWQ1182B

**BROAD CHANNEL STREETS AND BULKHEADS RECONSTRUCTION - PHASE-2
WEST 14 TO WEST 17 ROAD FROM CROSS BAY BOULEVARD TO BULKHEADS**

**INCLUDING WATER MAIN, STORM SEWER, SANITARY SEWER,
PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK**

TOGETHER WITH ALL WORK INCIDENTAL THERETO

**BOROUGH OF QUEENS
CITY OF NEW YORK**

JR CRUZ CORP.

Contractor.

1/11/19
ap

Dated January 13, 20 20

**APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY**

Acting Corporation Counsel

Dated July 11, 20 19



**Department of
Design and
Construction**

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

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

VOLUME 3 OF 3

**SCHEDULE A
SPECIFICATIONS AND
REVISIONS TO STANDARD SPECIFICATIONS**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED
FOR:

PROJECT ID: HWQ1182B

**BROAD CHANNEL STREETS AND BULKHEADS RECONSTRUCTION – PHASE-2
WEST 14 TO WEST 17 ROAD FROM CROSS BAY BOULEVARD TO BULKHEADS**

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TOGETHER WITH ALL WORK INCIDENTAL THERETO

**BOROUGH OF QUEENS
CITY OF NEW YORK**

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY

NV5.

June 20, 2019



19-096

VOLUME 3 OF 3
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SPECIFICATIONS AND STANDARDS OF NEW YORK CITY

The following New York City Department of Transportation (NYCDOT) reference documents are available online at: <http://www1.nyc.gov/site/ddc/resources/publications.page> or for purchase between 9:00 A.M. and 3:00 P.M. 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. NYCDOT Standard Highway Details of Construction, July 1, 2010
3. NYCDOT Division of Street Lighting Specifications
4. NYCDOT Division of Street Lighting Standard Drawings
5. NYCDOT Standard Specifications for Traffic Signals
6. NYCDOT Standard Drawings for Traffic Signals

The following reference documents for New York City Department of Environmental Protection (NYCDEP) are available online at: <http://www1.nyc.gov/site/ddc/resources/publications.page> or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101.

Contact: Mr. Nader Soliman, Tel. (718) 391-1179

1. NYCDEP Standard Sewer and Water Main Specifications, July 1, 2014
2. NYCDEP Instructions for Concrete Specifications, Jan. 92
3. NYCDEP General Specification 11-Concrete, November 1991
4. NYCDEP Sewer Design Standards, (September 2007) Revised August 2018

The following reference documents for New York City Department of Environmental Protection (NYCDEP) are available online at: <http://www1.nyc.gov/site/ddc/resources/publications.page> or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101.

Contact: Mr. Robert Kuhlmann, Tel. (718) 391-2145

1. NYCDEP Water Main Standard Drawings, November 2010
2. Specifications for Trunk Main Work, July 2014
3. Standard Design and Guidelines for Green Infrastructure Practices, latest version, available only online at: <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 50% 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>\$7,000. 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 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 align="center"><u>5 %</u> of the value of the Work</p>
<p align="center"><u>CONTRACT ARTICLE 22.</u> <u>(Per Directions Below)</u></p>	<p>See pages SA-5 through SA-12</p>
<p align="center"><u>CONTRACT ARTICLE 24.</u> <u>DEPOSIT GUARANTEE</u></p> <p>As security for the faithful performance of its obligations, the Contractor, upon filing its requisition for payment on Substantial Completion, shall deposit with the Commissioner a sum equal to the percentage of the Contract price indicated to the right.</p>	<p>1% of Contract price</p>
<p align="center"><u>CONTRACT ARTICLE 24.</u> <u>PERIOD OF GUARANTEE</u></p> <p>Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.</p>	<p>Eighteen (18) Months, excluding Trees</p> <p>Twenty-four (24) Months for Tree Planting</p>
<p align="center"><u>CONTRACT ARTICLE 74.</u> <u>STATEMENT OF WORK</u></p> <p>The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the Contract Drawings, Specifications, and all Addenda thereto, as shown in the column to the right.</p>	<p>Addenda, numbered:</p> <p align="center"><u>Five (5)</u></p>
<p align="center"><u>CONTRACT ARTICLE 75.</u> <u>COMPENSATION TO BE PAID TO CONTRACTOR</u></p> <p>The City shall pay and the Contractor shall accept in full consideration for the performance of the Contract, subject to additions and deductions as provided herein, the total sum shown in the column to the right, being the amount at which the Contract was awarded to the Contractor at a public letting thereof, based upon the Contractor's bid for the Contract.</p>	<p>Amount for which the Contract was Awarded:</p> <p><u>Fifty-five million, nine hundred thirty-nine thousand,</u> <u>eight hundred fifty-nine</u> Dollars <u>and ninety-six cents.</u></p> <p>(\$ <u>55,939,859.96</u>)</p>
<p align="center"><u>CONTRACT ARTICLE 79.</u> <u>PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT</u></p>	<p>See M/WBE Utilization Plan in the Bid Booklet</p>

<p style="text-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 style="text-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 style="text-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>1,400.00</u> for each calendar day, for each occurrence</p>

Date for Substantial Completion (Reference: Article 14)

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

The Base Contract Duration for this project is 1461 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. National Grid

<p> <input checked="" type="checkbox"/> Workers' Compensation Art. 22.1.2 <input checked="" type="checkbox"/> Disability Benefits Insurance Art. 22.1.2 <input checked="" type="checkbox"/> Employers' Liability Art. 22.1.2 <input type="checkbox"/> Jones Act Art. 22.1.3 <input type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3 </p>	<p>Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.</p> <p>Note: The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (4) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance.</p> <p>Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. Law.</p> <p><input type="checkbox"/> Additional Requirements:</p> <p>(1) NYCT "OUTSIDE CONTRACT" INSURANCE REQUIREMENTS: Workers' Compensation Insurance (including Employer's Liability Insurance) with limits of not less than \$2,000,000, which limit may be met by a combination of primary and excess insurance meeting the statutory limits of New York State.</p> <p>(2) Two (2) certificates of such insurance shall be furnished to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21st Floor, New York, NY 10004.</p>
<p><input type="checkbox"/> Builders' Risk Art. 22.1.4</p>	<p><input type="checkbox"/> Required: 100% of total bid amount</p> <p><input type="checkbox"/> Required: 100 % of total bid amount for Item(s):</p> <p>Contractor the Named Insured; the City both an Additional Insured and one of the loss payees as its interests may appear.</p> <p>If the Work does not involve construction of a new building or gut renovation work, the Contractor may provide an installation floater in lieu of Builders Risk insurance.</p> <p>Note: Builders Risk Insurance may terminate upon Substantial Completion of the Work in its entirety.</p>

<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, and</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</p> <p>2. _____</p> <p>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</p> <p>2. _____</p> <p>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</p> <p>2. _____</p> <p>3. _____</p>

[OTHER]

Art. 22.1.8

■ Professional Liability

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

[OTHER]

Art. 22.1.8

■ Engineer's Field Office

Section 6.40, Standard Highway Specifications

Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of \$40,000

[OTHER]

Art. 22.1.8

The Following Additional Insurance Must Be Provided:

Umbrella/Excess Liability Insurance - The Contractor shall provide Umbrella/Excess Liability Insurance in the minimum amount of \$10,000,000 per Occurrence and \$10,000,000 in Aggregate. The policy terms and condition should be at least as broad as the underlying policies. The underlying policies should comply with the insurance provision as outlined by the contract. Defense cost should be in addition to the limit of liability. The City of New York, including its officials and employees, should be included as additional insured as respects to the noted project.

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

PART III. CERTIFICATES OF INSURANCE

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

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

-- OR --

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

SCHEDULE A

(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)

PART IV. ADDRESS OF COMMISSIONER

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

DDC Director, Insurance Risk Manager

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

Long Island City, NY 11101

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REVISIONS TO STANDARD SPECIFICATIONS

NOTICE

The Specification Bulletin(s) ("SB(s)") referenced in this Section (R-Pages) may consist of revisions to the following Standard Specifications:

- New York City Department of Transportation ("NYC DOT") Standard Highway Specifications, dated 8/1/2015;
- New York City Department of Environmental Protection ("NYC DEP") Standard Sewer and Water Main Specifications, dated 7/1/2014; and
- NYC DEP Specifications for Trunk Main Work, dated 7/2014.

The SB(s) modify and supersede portions of the applicable Standard Specifications. The provisions contained in this Contract's I-Pages, S-Pages and SW-Pages may further modify the applicable Standard Specifications.

The following SB(s) are included as part of this contract:

- SB 16-001 – REVISIONS TO THE NYC DOT STANDARD HIGHWAY SPECIFICATIONS.
- SB 16-002 – REVISIONS TO THE NYC DEP STANDARD SEWER AND WATER MAIN SPECIFICATIONS.
- SB 17-001 – UV CURED-IN-PLACE-PIPE (CIPP) LINING METHOD
- *SB 17-002 – SUPERSEDED BY SB 18-001*
- SB 17-003 – ENGINEERS FIELD OFFICE
- SB 17-004 – FIRE DEPARTMENT FACILITIES
- SB 17-005 – DIGITAL PHOTOGRAPHS
- SB 17-006 – RECORDS OF SUBSURFACE STRUCTURES
- SB 17-007 – MOBILIZATION
- SB 17-008 – QUALIFICATION CARDS
- SB 17-009 – SALVAGEABLE MATERIALS
- SB 17-010 – MILLED ASPHALTIC CONCRETE AGGREGATE
- SB 17-011 – DETECTABLE WARNING UNIT COLOR

- SB 17-012 – TEMPORARY HOUSE CONNECTION MATERIAL
- SB 18-001 - RODENT AND WATERBUG PEST CONTROL
- SB 18-002 - COLOR SURFACE TREATMENT FOR PAVEMENTS
- SB 18-003 – WATER AND SEWER GENERAL PROVISIONS

The SB(s) are available online at:

<http://www1.nyc.gov/site/ddc/resources/specification-bulletins.page> or for pickup between 8:00 AM and 4:00 PM at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, NY 11101. Contacts:

- Mr. Richard Jones, (718) 391-1417
- Mr. Salman Macktoom, (718) 391-2041

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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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(NO TEXT ON THIS PAGE)

**SECTION 4.11 A
LIGHTWEIGHT FILL**

4.11A.1 INTENT. This section describes Lightweight Fill and Filling.

- (A) The location, general character and essential details must be as specified and as shown on the Contract Drawings.
- (B) All Earth and Rock Excavation must be in accordance with **Section 4.11 Excavation and Filling** of the NYCDOT Standard Highway Specifications.
- (C) Filling must include the furnishing, placement and compaction of approved material required. Filling must be by Place Measurement, specified on contract drawings.

4.11A.2. MATERIALS FOR FILL AND BACKFILL.

- (A) GENERAL
- (B) All material for fill or backfills must be in accordance with **Section 4.11.3** of the NYCDOT Standard Highway Specifications and as modified herein.
- (C) LIGHTWEIGHT FILL

Lightweight Fill must be lightweight aggregate expanded shale produced by the rotary kiln process and meeting the requirements of ASTM C 330. No byproduct slags, coal derived by-product aggregate or pumice, scoria, tuff are permitted.

Lightweight aggregate must have a proven record of durability, and be non-corrosive, with the following properties:

- (1) The maximum soundness loss must be 10% when tested the Magnesium sulfate method of ASTM C 88.
- (2) The maximum abrasion loss must be 40% when tested in accordance with ASTM C 131.
- (3) The maximum chloride content must be 100 ppm when tested in accordance with AASHTO T 291.
- (4) The minimum permeability must be 2.5 cm/sec when tested in accordance with ASTM D 2434.
- (5) pH must be between 6.5 and 9.
- (6) Grading must be tested in accordance with ASTM C136:

<u>Sieve Size</u>	<u>% Retained</u>
3/4"	0-10
1/2"	30-50
No.4	85-100

- (7) In-place bulk density (unit weight): The dry loose unit weight must be less than 50 pcf. The lightweight aggregate producer must submit verification of a compacted density of less than 65 pcf when measured by a one point proctor test conducted in accordance with ASTM D 698.

4.11A.3 SUBMITTALS. Submittals must be in accordance with **Section 1.06.31** of the NYCDOT Standard Highway Specifications.

- (A) Lightweight Fill: A three pound (3 lb.) bag of lightweight fill must be submitted with test results and contract name and number attached for approval prior to installation. Submit test results for particle size, loose and rodded unit weight, bulk specific gravity, soundness, abrasion, chloride content, permeability, pH and gradation in accordance with ATSM C136, for the lightweight fill.

4.11A.4. METHODS.

(A) BACKFILLING / FILL PLACEMENT

- (1) Backfilling must be done in accordance with NYCDOT Standard Highway Specifications, **Section 4.11.6**, and as modified below.
- (2) Embankment slope must be one (1) horizontal to one (1) vertical where sheeting is not required. Where sheeting is required it must be installed in accordance with the **Section 8.12 CRW** herein this I-Pages.
- (3) Lightweight fill must be placed in uniform layers (maximum thickness of one layer 12-inches). The actual lift thickness, and exact number of passes by equipment used will be submitted by the Contractor to achieve the required (tested) in-place density and is subject to the Engineer's approval.
- (4) Required Testing: In-place bulk density (unit weight): The dry loose unit weight must be less than 50 pcf. The lightweight aggregate producer must submit verification of a compacted density of less than 60pcf when measured by a one-point proctor test conducted in accordance with ASTM D 698, "The Standard Test Methods for Moisture - Density Relations of Soils and Soil-Aggregate Mixtures Using a 5.5 lb. Hammer and 12 inch Drop" (AASHTO T 99).
- (5) Strength: Submit verification that the angle of internal friction of compacted material as specified herein is greater than 40° when measured in a triaxial compression test on a laboratory sample with a minimum diameter of 10 inches (ASTM D 698) or an equivalent test.
- (6) Vibratory plate compaction equipment must be used (up to 20 hp). The contractor must take all necessary precautions when working adjacent to the lightweight fill to ensure that the material is not over compacted. Construction equipment, other than for placement and compaction, must not operate on the exposed lightweight fill.
- (7) The Contractor is required to leave the sheeting system in place in order to protect all proposed work, city infrastructure, and private property until such time that sufficient work is complete where sheeting can be removed without adverse effect in accordance with **Subsection 8.12CRW.4 (0)**, herein I-pages.

4.11A.5. MEASUREMENT.

All lightweight filling required to complete the work, between the ground surface as determined by the Engineer before the work of filling is commenced and the surfaces specified, will be measured in place after satisfactory compaction.

No payment or allowance will be made for:

- (1) sinkage, shrinkage, and settlement;
- (2) backfilling holes below grade caused by the removal of boulders, loose fragments of rock, tree stumps, roots and other unsatisfactory material;

- (3) backfilling to original ground surface for culverts, drains, basin connections, and between structures and sides of excavations;
- (4) fill which may be spread out beyond the embankment slopes specified;
- (5) spaces occupied by subsurface structures over one (1) cubic foot in volume when the placement or construction of such structures is made on newly placed fill and is started while fill operations are in progress.

The spaces occupied by curbs, crosswalks, flagging, concrete sidewalks, gutters, culverts, drains, basin connections, manholes, receiving basins, seepage basins, inlets, and gas or water pipes or any appurtenances thereof, will not be deducted from the volume of filling to be paid for when the aforesaid structures are placed or constructed after filling operations have been completed and excavation of the newly placed fill is required for such placement or construction.

No payment or allowance will be made for fill placed beyond the limits specified.

4.11A.6. PRICE TO COVER.

The contract price per cubic yard for Lightweight Fill, Place Measurement must cover the cost of all labor, materials, plant, equipment, insurance, and samples required to furnish and deliver the clean lightweight fill material and to do all work incidental thereto, all in accordance with the Contract Drawings, the specifications and as directed by the Engineer.

All sheeting, dewatering and associated permitting will be paid for under item 8.12 CRW, Concrete Retaining Wall.

Payment will be made under:

Item No.	Item	Unit
4.11 A	LIGHTWEIGHT FILL, PLACE MEASUREMENT	C.Y.

SECTION 6.18
IRON FENCES AND RAILINGS

6.18.01 INTENT. Provide iron fences and railing work as indicated on the Contract Drawings and as specified herein. It is the intent to remove and replace all fences and railings affected by the Construction.

6.18.02 REFERENCES.

- (A) References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards must be deemed mandatory and applicable to the Work.
- (1) American Society for Testing and Materials (ASTM).
 - (2) American Welding Society (AWS).
 - (3) National Association of Architectural Metal Manufacturers (NAAMM).
 - (4) Federal Specifications (FS).
 - (5) The Society for Protective Coatings (SSPC, formerly Steel Structures Painting Council)
 - (6) 2014 NYC Construction Code.

6.18.03 SUBMITTALS. Submittals must be in accordance with NYCDOT Standard Highway Specifications, **Section 1.06.31**.

- (A) Shop Drawings
All Shop Drawing submittals must be as per **Section 1.06.13** of the NYCDOT Standard Highway Specifications. Show all locations, markings, quantities, materials, sizes, and shapes.
- (1) Show to scale details of fabrication and installation for each iron fence and railing item required including plans, elevations, profiles of fittings, connections, anchors, details of components and attachments to other units of Work.
 - (a) Indicate materials, profiles of each iron fence and railing work member and fitting, joinery, finishes, fasteners, anchorages and accessory items.
 - (b) Include setting drawings, templates, and directions for installation of anchor bolts and other anchorages to be installed.
 - (2) Do not fabricate before approval of Shop Drawings by the Engineer.
- (B) Samples
- (1) Submit sample of each item of hardware provided in this Section.
 - (2) Submit one sample of each item included in this Section, for approval.
 - (3) Samples for verification: Prepare one sample of each type of metal finish required on metal of same thickness and alloy indicated for final work. Where finish involves normal color and texture variations, include sample sets composed of two (2) or more units showing limits of such variations expected in completed work.
 - (a) Include 6 inch long samples of linear shapes

(b) Include 6 inch square samples of plates.

(c) Include full-size samples of castings and forgings.

(C) Product Data: Manufacturer's technical data for products and processes used, including finishes and anchorage materials.

(D) JOB CONDITIONS

(1) Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication, where possible, to ensure proper fitting of iron fence and railing work. Do not delay job progress; allow for adjustments and fitting where taking of field measurements before fabrication might delay Work.

(2) Determine location of supporting construction provided by other trades.

(3) Interface With Other Systems: Coordinate and furnish anchorages, setting drawings, diagrams, templates, instructions, and directions for installation of anchors, including concrete inserts, sleeves, anchor bolts and miscellaneous items having integral anchors, which will be embedded in concrete or masonry construction. Coordinate delivery of such items to project site.

(4) Coordinate with other trades in scheduling delivery and installation.

6.18.04 QUALITY CONTROL.

(A) All fabricated items

Fabricator must have successfully completed a minimum of five (5) projects in the last three (3) years as demonstrated experience in the fabrication of iron fence and railing systems.

(B) Shop assemble items wherever possible.

(C) The installer must have a minimum of (5) projects in the last three (3) years successful experience installing of iron fence and railing systems. Installer must be acceptable to the fabricator.

6.18.05 MATERIALS

(A) SYSTEM PERFORMANCE REQUIREMENTS

Definitions in ASTM E 985 for railing-related terms apply to this Section.

Structural Performance: Design, engineer, fabricate, and install the following iron fence and railing items to withstand not less than the following structural loads without exceeding the allowable design working stress of the materials involved, including anchors and connections. Apply each load to produce the maximum stress in each respective component of each item. In cases where local requirements are more stringent they must apply. Where railings support fixtures or other imposed loads, allowance must be made for the additional loads.

(1) Handrails

- a. Uniform load of 50 lb/ft applied in any direction.
- b. Concentrated load of 200 lb applied in any direction.
- c. Uniform and concentrated loads need not be assumed to act concurrently.

(2) Top Rail of Guardrail Systems

- a. Uniform load of 50 lb/ft applied horizontally and concurrently with 100 lb/ft applied vertically.
- b. Concentrated load of 200 lb applied in any direction.
- c. Uniform and concentrated loads need not be assumed to act concurrently.

(3) Infill of Rail Systems: panels, balusters, intermediate railings, and other elements composing the infill area.

- a. Concentrated load of 100 lb applied horizontally on an area of 1 sq. ft. at any point in the system.
- b. Uniform load of 25 lb/sq ft applied horizontally.
- c. Uniform load on intermediate rail of 40 lb/ft applied horizontally and concurrently with 50 lb/ft applied vertically.
- d. Infill loads and other loads need not be assumed to act concurrently.

(A) PRODUCT HANDLING

- (1) Tag all items to agree with shop drawing designations.
- (2) Brace and support large components to prevent deformation in transit, and store in dry area.
- (3) Before shipment to the job, all finished metal must be adequately protected for transporting and erecting periods.
- (4) Replace damaged items, with the approval of the Engineer, and at no additional cost to the City.

(B) METALS

- (1) Steel and Iron: Provide steel and iron in the form indicated, complying with the following requirements:
 - a. Tubing: Cold-formed, ASTM A500/A500 M; or hot-rolled, ASTM A501/A501M
 - b. Steel Plates, Shapes and Bars: ASTM A36/A36M
 - c. Gray Iron Castings: ASTM A 48, Class 30
 - d. Malleable Iron Castings: ASTM A47/A47M, grade as recommended by fabricator for type of use indicated
 - e. Steel rods: ASTM A108

- (2) Approved manufacturers:
 - a. Julius Blum & Co. Inc.
 - b. Airmet Metal Works, Inc.
 - c. Petros Iron Works
 - d. or approved equivalent

- (C) All components of paint must be compatible and supplied by a single manufacture. Paint materials must meet or exceed the requirements of the following standards:
 - (1) Approved Manufacturers:
 - a. Benjamin Moore and Co.
 - b. PPG Industries, Pittsburgh Paints Inc.
 - c. The Sherwin-Williams Co.
 - d. or approved equivalent
 - (2) Shop Primer, exterior Work: primer for epoxy coat system:
 - a. Alkyd Primer (Corrosion Inhibiting) Lead and Chromate Free, Federal Specification (FS), FS TT-P664C, VOC Complying
 - (3) Finish Paints:
 - a. Exterior Alkyd Modified Paint; Gloss: FS TT-P-102E, Type II and Type III
 - b. Exterior Acrylic Latex Paint; Flat: FS TT-P-19
 - c. Gloss Acrylic Latex Enamel: FS TT-P-151 1-B

- (D) Miscellaneous Materials
 - (1) Welding Electrodes and Filler Metal: Provide type and alloy of filler metal and electrodes as recommended by producer of metal to be welded, complying with applicable AWS specifications, and as required for color match, strength, and compatibility in fabricated items.
 - (2) Fasteners: Use fasteners of same basic metal as the fastened metal, unless otherwise indicated. Do not use metals which are corrosive or incompatible with materials joined.
 - a. Provide concealed fasteners for interconnection of iron fence and railing components and for their attachment to other work except where exposed fasteners are unavoidable or are the standard fastening method for iron fence and railing system indicated.
 - b. Provide Phillips truss or pan-head machine screws for exposed fasteners, unless otherwise indicated.
 - (3) Anchors and Inserts: Provide anchors of type, size, and material required for type of loading and installation condition shown, as recommended by manufacturer, unless otherwise indicated. Anchors installed in concrete must have current International Code Council (ICC-ES) listing for performance in cracked concrete as per **Section BC 1913 of the 2014 NYC Building Code**. For those anchors exposed to the elements, provide galvanized, stainless steel, or brass depending on the material being anchored.

- (4) Grout and Anchoring Cement
- a. Nonshrink Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, non-gaseous grout ASTM C1107/C1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications of type specified in this section.
 - b. Products: Subject to compliance with requirements, provide one of the following:
 - "Euco N-S Grout", Euclid Chemical Co.
 - "Crystex", L & M Construction Chemicals, Inc.
 - "Masterflow 713", Master Builders
 - "SonogROUT", Sonneborn Building Products Div., Rexnord Chemical Products, Inc.
 - "Five Star Grout", Five Star Products, Inc.
 - or approved equivalent
- (5) Concrete
- a. Concrete used in for post foundations to be in accordance with NYCDOT Standard Highway Specifications, **Section 4.06.**

6.18.06 METHODS

(A) Fabrication

- (1) Fabricate iron fence and railing to design, dimensions and details on approved shop drawings. Provide iron fence and railing members in sizes and profiles shown, and not less than required to comply with requirements indicated for structural performance.
 - a. Fabricate surfaces exposed to view from materials that are smooth and free of surface blemishes.
 - b. Do not use materials which have strains, imperfections and discolorations, including welds at metal surfaces.
 - c. Fabricate and assemble items with directional finishes so that finish is uniform and in the same direction, unless otherwise indicated.
- (2) Allow for thermal movement resulting from the following maximum change (range) in ambient temperature, in the design, fabrication, and installation of installed metal assemblies to prevent buckling, opening up of joints and overstressing of welds and fasteners. Base design calculations on actual surface temperatures of metals due to both solar heat gain and night time sky heat loss.
 - a. Temperature Change (Range): 100°F (55.5°C).
- (3) Form exposed work true to line and level, with flush surfaces and accurate angles. Ease exposed edges to radius of approximately 1/32 inch, unless otherwise indicated. Miter exposed corner joints unless otherwise indicated, and machine fit to hairline joint.
- (4) Complete cutting, fitting, forming and drilling, including grinding of metal work, prior to cleaning, finishing, surface treatment and application of finishes.

- (5) Provide reinforcement and anchorage required to fulfill performance requirements. Provide brackets and miscellaneous components required for complete installation. Provide reinforcement sufficient to withstand the anticipated loading and stresses at anchorage and fastener locations, and hardware connections.
 - (6) Provide brackets, plates and straps with each assembly, as required for proper support and anchorage to other work.
 - (7) Cut, reinforce, drill and tap iron fence and railing work to receive hardware and similar items.
 - (8) Nonwelded Connections: Fabricate iron fence and railing for interconnection of members by means of concealed mechanical fasteners and fittings unless otherwise indicated. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.
 - (9) Conceal fastenings unless otherwise shown on accepted shop drawings.
 - (10) Welded Connections: Use welding method which is appropriate for metal and finish indicated and which develops strength required. Finish exposed welds and surfaces smooth, flush, and blended to match adjoining surfaces.
 - (11) Weld corners and seams continuously and in accordance with recommendations of AWS and CDA. Grind exposed welds smooth and flush, to match and blend with adjoining surfaces.
 - (12) Form changes in direction of iron fence and railing members by radius bends, or by mitering.
 - (13) Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain profile of member throughout entire bend without buckling, twisting, or otherwise deforming exposed surfaces of iron fence and railing components.
 - (14) Shop Assembly: Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.
 - (15) Separate dissimilar metals with separator material or coating recommended by fabricator to prevent corrosion and galvanic action. Do not extend coating onto exposed surfaces.
 - (16) Provide factory applied protective covering as required to protect assemblies from damage during shipping and installation.
- (B) Iron Fences and Railings
- (1) Materials of fences and railings: medium steel, shapes as indicated on the Contract Drawings.
 - (2) Unless otherwise indicated, and subject to structural performance requirements, center rails and side rails on outside steps must be made of

1-1/4" solid posts with 2-1/2" by 1/2" horizontal flats spaced as indicated, with wrought iron top rail. Post at upper level of center railings must be of 1" x 1" wrought iron of height indicated. All posts must be set with anchoring cement into 4" deep sockets in cheeks and steps.

(3) Provide finish paint.

(C) PAINTING

(1) All miscellaneous ferrous metal work, before leaving the shop must be given one shop coat of paint, and coatings as specified herein.

(2) Cleaning and Surface Preparation

a. Clean all steel first in accordance with SSPC-SP1.

b. Clean steelwork not to be painted (except steel work to be galvanized) in accordance with SSPC-SP2.

c. Clean steelwork to be painted within the same day as it will be applied and in accordance with the following methods, determined by location and exposure:

d. Cavity wall and exterior steel exposed to weather: SSPC-SP6.

(3) Shop Coat

a. Apply steel primer paint (general application) at a rate to provide dry film thickness of 2.0 to 3.5 mils. Apply primer paint (cavity wall and exterior application) at a rate to provide dry film thickness of 4.0 to 6.0 mils. Provide full coverage of joints, corners, edges, and exposed surfaces.

b. Apply to dry surfaces only, when surface temperatures are above dew-point, by brush, spray, or roller, thoroughly and evenly, in strict accord with manufacturer's instructions for every detail of handling.

c. Apply second coat of the approved primer, in a darker shade, to surfaces inaccessible to painting after assembly or erection.

d. Protect machined surfaces with an approved rust-inhibiting coating that is readily removable prior to erection.

(4) Finish Paint

a. Provide the epoxy coat system, except the first coat must be an Epoxy polyimide equal to Tnemec Series 135 Chembuild (capable of painting on an SSPC-SP3 surface prep).

6.18.07 ERECTION OR INSTALLATION

(A) Provide anchorage devices and fasteners where necessary for securing iron fence and railing items to in-place construction; including, threaded fasteners for concrete and masonry inserts, toggle bolts, through-bolts, lag bolts, wood screws and other connectors as required.

(1) Provide inserts, setting plates, and other items of concealed work required for attachment of iron fence and railing work, in a timely manner to facilitate ongoing construction.

- (B) Perform cutting, drilling, and fitting required for installation of iron fence and railing work. Set work accurately in location, alignment, and elevation, plumb, level, true, and free of rack, measured from established lines and levels. Do not weld, cut, or abrade surfaces of iron fence and railing components that have been coated or finished after fabrication and are intended for field connection by mechanical means without further cutting or fitting.
- (C) Fit exposed connections accurately together to form tight, hairline or, where indicated, with uniform reveals and spaces for sealants and joint fillers. Where cutting, welding and grinding are required for proper shop fitting and jointing of iron fence and railing items, restore finishes to eliminate any evidence of such corrective work.
- (D) Do not cut 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.
- (E) Install concealed gaskets, joint fillers, insulation and flashings as the work progresses, so as to make work weather tight, soundproof or lightproof as required.
- (F) 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.
- (G) Retain protective coverings intact and remove simultaneously from similarly finished items to preclude non-uniform oxidation and discoloration.
- (H) Field Welding: Comply with applicable American Welding Society (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. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Grind exposed welded joints smooth and restore finish to match finish of adjacent surfaces.
- (I) Corrosion Protection: Coat concealed surfaces of aluminum and steel which will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.
- (J) Adjust iron fence and railing work prior to anchoring to ensure matching alignment at abutting joints.
- (K) Install items as detailed in the Contract Drawings; for manufactured items, install as recommended by the Manufacturer, unless indicated otherwise.
- (L) Coordinate with other trades involved.
- (M) Field Touch-Up
 - (1) Painted Members: After erection, clean all damaged areas in shop coat, exposed surfaces of bolts, bolt heads, nuts and washers, abrasions, and all field welds and unpainted areas adjacent to field welds to the same standards as the shop coat and paint with primer paint to same thickness as the shop coat.

6.18.08 PROTECTION

- (A) Protect finishes of iron fence and railing work from damage during construction period by use of temporary protective coverings approved by iron fence and railing manufacturer. Remove protective covering at time of Substantial Completion.
- (B) 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 at no additional cost to the City.

6.18.09 MEASUREMENT

The quantity of iron fence and railing to be measured for payment must be the number of linear feet installed, complete, to the satisfaction of the Engineer, measured in place, from center to center of end posts.

6.18.10 PRICE TO COVER

The unit bid price per linear foot for iron fences and railings must cover all labor, materials, equipment, samples, permits, plant, insurance, and all incidentals necessary to remove/demolish/cut existing railings and concrete foundation, as required, and construct or partially reconstruct iron fences and railings including, but not limited to, framing, blocking, concrete foundations, forms, connecting to existing structures, anchoring, decking, all required and necessary hardware; and furnishing and installing all other items necessary to complete this work, all in accordance with the Contract Drawings, the specifications, and as directed by the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
6.18 IFR	IRON FENCE AND RAILING	L.F.

SECTION 6.18 VFG
VINYL FENCING AND GATES

6.18VFG.1 INTENT

Under this section, the Contractor must furnish and erect new vinyl fence, posts, gates, and all necessary incidentals in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

6.18VFG.2 MATERIALS**(A) GENERAL**

- (1) The fence is constructed with materials made of rigid Poly Vinyl Chloride (PVC) formulated to resist impact and for Ultra Violet (UV) stabilization
- (2) The extruded product meets or exceeds ASTM D 1784
- (3) Cell classification - ASTM D1784
- (4) Tensile Strength - 6,500 psi - ASTM D638
- (5) Izod impact (ft. lbs/in notch) 23'C - 5.0 O'C - 2.0 - ASTM D256
- (6) Tensile modulus 425,000 psi - ASTM D638
- (7) Deflection Temperature 67° C - ASTM D648
- (8) Thermal expansion 3 x 10.5 in / in F

(A) COMPONENTS

- (1) Rails, Pickets, Posts
 - a. Are cut to specific lengths as required for style specified
 - b. Rails are routed to receive pickets
 - c. Posts are routed to receive rails at correct heights
- (2) Stiffener Channel
 - a. Bottom rails for residential and commercial applications contain steel reinforcing for additional strength. Refer to style channel available upon request.
- (3) Post Caps
 - a. Caps are PVC molded
 - b. External fit flat, gothic & ball styles for true 4" x 4" and 5" x 5" posts
 - c. Internal flat cap available for standard wall 5" x 5" posts and 4" x 4" posts
- (4) Gates
 - a. Constructed from rigid PVC with reinforcement
 - b. Gates are designed to match fence section. All hardware and bracing is included
- (5) Hardware for Residential / Commercial Styles
 - a. Self-closing hinge:
 - Reinforced nylon structure
 - Unit has self-closing capabilities
 - Hinge is adjustable to relieve sag or misalignment problems
 - Mounts on two sides of post for strength and stability

- (6) Nuts, Bolts, Washers and Screws:
 - Stainless steel
 - Screw heads are painted black to match hinge
 - Black acorn nuts and washers are used for safety and aesthetics
 - Screw heads are covered using a UV stabilized, molded two-part snap cap system
 - Contact manufacturer for Post & Rail hardware

6.18VFG.3 SUBMITTALS

- (A) Prior to commencement of construction activities, the Contractor must submit to the Engineer manufacturer's installation instructions for all materials required for the installation of the Vinyl Fence and Gates for each type specified and product data which must include illustrations, catalog data, product characteristics, typical use, performance, and limitation criteria.
- (B) Verification Samples: For each finish product specified, two samples, minimum size 6 inches square representing actual product, color, and patterns.

6.18VFG.4 METHOD

- (A) General. Install in accordance with manufacturer's instructions, approved submittals, and in proper relationship to other construction.
- (B) Footings for Fence Posts
 - (1) Space posts maximum 8 feet on center.
 - (2) Drill posts to 12 inch diameter. Locate bottom of post 48 inches below grade, the established design frost line.
 - (3) Place top of concrete 2 inches above finished grade.
 - (4) Screw fence brackets to posts as per manufacturer's instructions
- (C) Fence and Single Leaf Pedestrian Swing Gates
- (D) Install fence and gates components per manufacturer instructions.

6.18VFG.5 MEASUREMENT

The quantity of Vinyl Fence to be paid for must be the number of linear feet of each type furnished and erected complete, to the satisfaction of the Engineer. Measurement must be made in place along the centerline of the top rail, from center to center of end posts.

The quantity of Vinyl Fence Gates to be paid for must be each gate furnished and erected complete, to the satisfaction of the Engineer.

6.18VFG.6 PRICE TO COVER

The price bid for Vinyl Fence and for Vinyl Fence Gate must be a unit price per linear foot of each size fence or each gate, and must cover the cost of all labor, materials, plant, equipment, insurance, and necessary incidentals required to furnish and install new posts, vinyl fence system, including all fittings and hardware necessary to erect the vinyl fence and gate, complete in place, including excavation, backfilling and

concrete footings where necessary; furnish samples for testing, as may be required; and completing the work; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
6.18VFG A	VINYL FENCE, 3'-0" HIGH	L.F.
6.18VFG B	VINYL FENCE, 6'-0" HIGH	L.F.
6.18VFG C	VINYL GATE FOR 3'-0" HIGH FENCE	EA.
6.18VFG D	VINYL GATE FOR 6'-0" HIGH FENCE	EA.

**SECTION 6.34 ACT
TEMPORARY CHAIN LINK FENCE, 6'-0" HIGH
(NOT A PAY ITEM)**

6.34ACT.1. DESCRIPTION. Under this section, the Contractor must furnish, erect, maintain, and remove, when directed, each type of Temporary Chain Link Fence as shown on the contract drawings and directed by the Engineer.

6.34ACT.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 No. 6.34 ACT - TEMPORARY CHAIN LINK FENCE, 6'-0" HIGH, must consist of chain link fence fabric, top and bottom tension wires, gates, posts to be embedded in the pavement, and all necessary incidentals 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.

6.34ACT 3 MEASUREMENTS AND PAYMENTS No separate payment will be made under this item.

SECTION 6.39 B - MOBILIZATION

6.39.1. DESCRIPTION. Under this section, the Contractor must set up all necessary general plant and facilities, including shops, storage areas, office and such sanitary and other facilities as are required by City, State or Federal law or regulation. Unless otherwise provided, the cost of required bonds and/or any other similar significant initial expenses required for the initiation of the contract work must also be included in this section. The determination of the adequacy of Contractor's facilities, except as noted above, will be made by the Engineer.

6.39.2. MATERIALS. Unless otherwise specified, materials required under this section are not part of the completed contract and may be as selected by the Contractor.

6.39.3. CONSTRUCTION METHODS. Such work as is done in providing the facilities and services under this section must be done in a safe and workmanlike manner and must conform with any pertinent City, State or Federal law, regulation or code. The Contractor must provide facilities and services under this section that are planned and executed to ensure the maintenance of safety and good housekeeping at the construction site.

6.39.4. PRICE TO COVER.

Payment will be made by lump sum. The amount bid will include the furnishing and maintaining of any plant, services or other facilities noted under "Description" to the extent and at the time the Contractor deems them necessary for the Contractor's operations, consistent with the requirements of this section and the contract. The amount bid for this lump sum item will be payable to the Contractor when the following items are submitted and approved by the Engineer:

1. The provision of a Field Office per Section 6.40 of the NYCDOT Standard Highway Specifications;
2. The Site Safety Plan per the Safety Requirements section of the Information for Bidders;
3. The Schedule of Operations (project baseline schedule) per Section 1.06.25 of the NYCDOT Standard Highway Specifications;
4. The Progress Schedule per Standard Construction Contract Article 9;
5. Preconstruction Photographs per Section 6.43 D of the NYCDOT Standard Highway Specifications are submitted to the Engineer; and
6. Construction Report per Item 76.11CR of the NYCDEP Standard Sewer and Water Main Specifications, if item is required as part of the Contract.

However, should the Contract be terminated, or its term expires prior to completion of at least fifty percent (50%) of the original price bid for the Contract, then the Contractor will be paid a proportionate amount of this item (hereinafter referred to as the "Adjusted Mobilization Payment") based on the following formula:

$$\text{Adjusted Mobilization Payment} = \text{As Bid Mobilization Cost} \times \frac{\text{Total Actual Payments to the Contractor approved by the Engineer}}{\text{Original Total Bid Price} + \text{Approved and Registered Change Orders}}$$

Where the Contractor has already received the original total payment for this item and the Contract has been terminated or expired prior to completion of at least fifty percent (50%) of the work covered under the original price bid for the Contract, then any monies owed by the City due to the above specified reduction in payment will be withheld from the monies the City owes to the Contractor and/or the City reserves a claim to such funds from the Contractor.

The amount bid for Mobilization must not exceed eight percent (8%) of the total contract price, excluding the price bid for Mobilization, and in no case will payment under this item exceed the original price bid for this item.

Payment will be made under:

Item No.	Item	Pay Unit
6.39 B	MOBILIZATION	L.S

SECTION 6.45C
INLAID PAVEMENT MARKINGS

6.45C.1. INTENT. This section describes the installation of inlaid pavement markings which must consist of grooving the concrete pavement, cleaning the grooved surface oil, grease, dirt and dust and the installation of a polyurea pavement marking material.

6.45C.2 SUBMITTALS. Submittals must be in accordance with NYCDOT Standard Highway Specifications, **Section 1.06.31.**

(A) Material Safety Data Sheet (MSDS) for polyurea material.

6.45C.3. MATERIALS. Materials must comply with the following requirements:

- (A) Polyurea pavement marking material must consist of a 100% solids, two-part polyurea formulated and designed to provide a simple volumetric ratio of two components (2 parts Amine to 1 part Isocyanate). No volatile or polluting solvents will be allowed.
- (1) Toxicity. Upon heating to application temperature fumes must not be exuded which are toxic or injurious to persons or property. Both white and yellow formulations must be lead and heavy metal free.
 - (2) Track Free Time. The polyurea pavement marking material, when mixed in the proper ratio and applied at 15 +/- 0.5 mils wet film thickness at 75°F +/- 2°F and with the proper saturation of glass spheres, must exhibit no tracking time of 7 to 10 minutes when tested according to ASTM D 711.
 - (3) Daylight Reflectance. The daylight directional reflectance of the cured polyurea pavement marking material (without reflective media) must not be less than 80% (white) and 50% (yellow) relative to magnesium oxide when tested using a color spectrophotometer with a 45 circumferential/0 geometry, illuminant, and 2 observer angle. The color instrument must measure the visible spectrum from 380 to 720nm with a wavelength measurement interval and special bandpass of 10nm. The color of the yellow polyurea pavement marking material must exhibit a close visual match to Color Number 33538 of Federal Standard 595.
 - (4) Weathering Resistance. When mixed in the proper ratio and applied at 20 +/- 2 mils wet film thickness to an aluminum alloy panel and allowed to cure for 72 hours at room temperature, the polyurea pavement marking material must be subjected to accelerated weathering for 75 hours. The accelerated weathering must be conducted using the light and water apparatus (fluorescent ultra violet condensation type) testing in accordance with ASTM G 154. The test must be conducted using a cycle consisting of 4 hours UV exposure at 122°F/50°C and 4 hours of condensation at 104°F/40°C. At the end of the exposure period, the polyuria binder material must show no substantial change in color or gloss.
 - (5) Adhesion. Cured polyurea pavement marking material, when tested according to ASTM D 7234, must have such a higher degree of adhesion to the specified concrete (3,500 psi minimum) surface that there must be a 100% concrete failure in the performance of this test. The prepared specimens must be conditioned at room temperature (75°F +/- 2°) for a

minimum of 24 hours and a maximum of 72 hours prior to the performing the indicated tests.

- (6) Hardness. When tested according to ASTM D 2240, the polyurea pavement marking materials must have a Shore D Hardness greater than 75. Samples must be allowed to cure at room temperature (75°F +/- 2°F) for a minimum of 24 hours and a maximum of 72 hours prior to performing the indicated test.
- (7) Abrasion Resistance. The polyurea pavement marking materials, when tested according to ASTM D 4060 using a Taber Abrader, CS-17 wheels, at 1,000 gm for 1,000 cycles, must not have more than 120 mg weight loss. The test must be run on samples applied at 15 +/- 0.5 mils to S-16 stainless steel plates without glass spheres and cured at 75° F +/- 2° F for a minimum of 72 hours.

6.45C.4 METHODS.

(A) GROOVING METHODS

- (1) Wet Saw Blade Operation. When water is required or used to cool the saw blades, such as during a continuous edge line grooving operation, the groove must be flushed with high pressure water immediately following the cut to avoid build up and hardening of slurry in the groove. The pavement surface must be allowed to dry for 24 hours prior to the application of the pavement markings following a wet saw blade operation.
- (2) Dry Saw Blade Operation. If the grooving is done with dry saw blades, the groove must be flushed with high-pressure air to remove debris and dust generated during the cutting operation.

(B) GROOVE DIMENSIONS

- (1) Width. The groove must exceed the width of the marking material by 1 inch.
- (2) Depth. The groove depth must be 70 +/- 10 mils
- (3) Position. The groove must be placed where the edge of the groove is a minimum of 2 inches from the edge of concrete joints or asphalt seams along edge or centerlines.

(C) CONDITIONS FOR PLACEMENT OF POLYUREA PAVEMENT MARKINGS

- (1) Temperature. Polyurea pavement markings must be applied only when atmospheric and surface temperatures are 40°F/5°C or higher.
- (2) Moisture. Pavement surfaces must be clean and dry prior to the application.
- (3) Miscellaneous Debris. The pavement surface must be free of oil, grease, dirt and dust prior to the application. A grinder or shot blaster is recommended for removal of such surface contaminants prior to material application.
- (4) New Portland Cement Concrete. The curing compounds must be completely removed from Portland Cement surfaces prior to the application. High pressure water blasting, sandblasting and/or shot blasting are the recommended methods for removing curing compounds.

(D) POLYUREA PAVEMENT MARKING APPLICATION

(1) Equipment

- (a) The equipment must be specifically designed to apply two-component liquid materials through airless static tube or impingement mixing guns in a continuous and/or skip-line pattern. The guns must accommodate plural component material systems with a volumetric ratio of two to one.
- (b) The equipment must be mobile, truck mounted and self-contained. The equipment must be maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. Truck mounted application units must be equipped with accessories to allow for the application of legends, symbols, crosswalks and other special markings.
- (c) The use of a portable applicator in lieu of truck mounted accessories for the application of special markings provided that such equipment can demonstrate satisfactory application of reflectorized markings in accordance with these specifications and as directed by the Engineer.

(2) Film Thickness. The material film thickness for a new grooved concrete surface must be 25 +/- 2 mils. Applied markings must have uniform mil thickness and reflective media distribution across the width of the line. The markings must have crisp, distinct edges and a clean cutoff at the end of each line.

(3) Protection of Newly Installed Markings. All applied markings must be protected from traffic and potential tracking while polyurea pavement marking cures. Markings may be saturated with reflective media to help prevent tracking.

6.45C.5 MEASUREMENT.

The quantity of inlaid pavement markings to be measured for payment must be the actual number of linear feet along the centerline of the satisfactorily applied pavement markings and will be based on a 4-inch-wide stripe.

Measurement for striping with a plan width greater or less than the basic 4 inches as shown on the Contract Drawings or as directed by the Engineer will be made by the following method:

$$\frac{\text{Actual Width of Striping (inches)} \times \text{Field Measured Length (Feet)}}{4 \text{ inches}}$$

No payment will be made for the number of feet of gaps between broken or dotted line segments.

6.45C.6 PRICE TO COVER.

The contract price per linear foot of 4" wide inlaid pavement markings must cover the cost of all labor, materials, plant, equipment, insurance, and all necessary incidentals required to satisfactorily complete the work including, but not limited to, grooving of pavement surfaces, cleaning pavement surfaces of oil, dirt, dust, grease and similar foreign materials, and installing polyurea pavement marking in accordance with Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
6.45 C	INLAID PAVEMENT MARKINGS	L.F.

**SECTION 6.67 CO
CLEAN OPEN GRADED STONE**

6.67CO.1 INTENT

This section describes the work to be done in connection furnishing, placing and compacting clean open graded stone in conformity with the lines, grades, thickness and typical sections indicated on the Contract Drawings, or as determined by field conditions and ordered in writing by the Engineer.

Unless otherwise specified, the Contractor must furnish and place material conforming to the types: Material A, B, C or D (Clean Open Graded Stone) as specified on the contract drawings.

6.67CO.2 MATERIALS

(A) Composition: All Clean Open Graded Stone material acceptable under this section must be sound, hard, durable, unweathered stone freshly broken. All broken stone must be double-washed, clean and free of all fines and debris, not contaminated with clay, free from any organic or other deleterious material.

Use of screened rounded gravel is prohibited

Should, at any time during work and for any reason, the material fails to conform to the specified quality and gradation requirements of the type specified in the contract drawings, the contractor must by the addition of selected acceptable material and/or satisfactory manipulation produce a material meeting the requirements

(B) Gradation: Provide subbase material having a gradation in accordance with following information and tables.

Deleterious material must be defined as any material that does not consist conform to the requirements of Materials A, B, C, or D.

(1) Material A

All of this material must consist solely of ASTM5 NY2 (3/4 in. stone) and be free from organic or other deleterious material.

(2) Material B

All of this material must consist solely of ASTM3 (1 1/2 in. stone) and be free from organic or other deleterious material.

(3) Material C

Lightweight Fill must be prepared by expanding or sintering materials such as shale, slate, clay, fly ash or blast furnace slag. The requirements of ASTM C330 must apply except as modified in these specifications. In addition to ASTM C330, the lightweight aggregates must meet the requirements given in the Table 1 below, Lightweight Aggregate Requirements (Testing).

TABLE 1 - LIGHTWEIGHT AGGREGATE REQUIREMENTS (TESTING)		
Test Method	Fine Aggregate	Coarse Aggregate
Magnesium Sulfate (NYSDOT 207). Loss by Weight 5 cycles, % Max.	30	18
Los Angeles Abrasion Test (ASTM C131). Loss by Weight (Grading B or C), % Max.		50

(4) Material D

Provide material consisting of blasted or broken unweathered rock or recycled material approved for use in accordance with requirements below.

The material must conform to the following gradation:

TABLE 2 - MATERIALS A THRU C																	
Material	Size	Nominal Size	US Standard Sieve Sizes (Percent Passing)														Void Ratio %
			24-in	6-in	4 in	3½ in	3 in	2½ in	2 in	1½ in	1 in	¾ in	½ in	3/8 in	No. 4	No. 8	
A	ASTM5 NY2	¾ in.			-	-	-	-	-	100	90 to 100	-	0 to 15	-	-	-	30 to 40
B	ASTM3	1½ in.			-	-	-	100	95 to 100	35 to 70	0 to 15	-	0 to 5	-	-	-	30 to 40
C	Light Fill	4-6 in.	100	90 to 100					0 to 30				0 to 10				-

TABLE 3 - Material D	
Stone Weight	Gradation Spread
Heavier than 300 lbs	50-100 Percent
100 lbs ≤ x ≤ 300 lbs.	Remainder of Stone

- (i) Plasticity Index. Provide material having a Plasticity Index based on the material passing the No. 4 mesh sieve equal to or less than 5.0.
- (ii) Durability. Provide material having a Magnesium Sulfate Soundness loss less than 20% after four (4) cycles tested in accordance with the Geotechnical Test Method (GTM-21) "Test Method for Magnesium Sulfate Soundness of Granular Materials",
- (iii) Elongated Particles. A flat or elongated particle is defined herein as one which has its greatest dimension more than three (3) times its least dimension. Provide material consisting of particles where not more than 30%, by weight, of the particles retained on a ½ in. sieve is flat or elongated. When the State elects to test for this requirement, material with a percentage greater than 30 will be rejected. Acceptance for this requirement will normally be based on visual inspection by the Engineer.

6.67 CO.3 SUBMITTALS

- (A) The Contractor, prior to the start of work, must submit to the Engineer for approval samples of the clean open graded stone in accordance with the requirements of ASTM D75/D75M. The minimum size of sample must be in accordance with the requirements of ASTM D75/D75M – TABLE 1 Minimum size of Field Samples.
- (B) Certified material test reports showing that the clean open graded stones meet the specified requirements must be submitted for each shipment and identified with specific lots prior to installing materials. Clean open graded stones used in the work must conform to the approved samples.
- (C) The manufacturer must submit certified test data to cover each shipment of the material.
- (D) Results of the course aggregate gradation analyses, with full reporting of all information in AASHTO sieve sizes, in accordance with the ASTM C136/C136M.
- (E) Results of the void-ratio analyses, with full reporting of all information, in accordance with the ASTM C29/C29M.

6.67 CO.4 METHODS

- (A) Weather Consideration
 - (1) Do not place and/or compact broken stone in rain or snow, or on saturated or frozen backfill.
 - (2) Do not place and/or screed broken stone in rain or snow, or on saturated or frozen backfill.
- (B) Stockpiling and Sampling of Broken Stone Reservoir
 - (1) All material must be stockpiled, unless otherwise directed.
 - (a) Stockpile Construction: Stockpiles must be constructed of unfrozen material on a prepared surface of similar material, in stages not exceeding 4 ft. in thickness. The total height of the stockpile must not exceed the reach of the equipment employed to remove material for sampling and use, nor be greater than 16 ft.
 - (b) Stockpile Sampling:
 - i. A stockpile will be visually divided into four approximately equal quadrants.
 - ii. Within each quadrant, the Contractor/Supplier must remove all frozen material prior to sampling. Using a front-end loader of sufficient size, dig into the stockpile to form a continuous slope by grading the full height of the stockpile so that material does not collapse and result in segregated material at the toe. The loader operator must then channel the slope, beginning 1 ft. from the bottom and continuing to the top of the slope in one operation, to fill the bucket. The bucket must then be lowered to ground level and slowly emptied by rotation to form a small pile at each quadrant. Collect a sample from each small pile by visually dividing the small pile into four equal quadrants.
 - iii. In each quadrant, using a square-point shovel, grade the slope from top to bottom such that material does not collapse and result in segregation. Obtain a large shovelful of material by channeling up the length of the middle third of the slope. Place

the material in an approved granular materials sample container, such as sufficiently sized bucket with tight fitting lid.

- iv. Repeat **Steps ii and iii** in all four quadrants to obtain one full sample.
- (2) No material must be added to a stockpile after the stockpile has been sampled for approval. Only material from approved stockpiles must be placed as the top course for this section. The presence of any oversize particles in the stockpile will be cause for rejection of the entire stockpile. No material must be removed for use from any stockpile until the stockpile has been sampled, tested, and approved in writing, by the Engineer, for placement as the top course. It must be the duty of the Contractor to furnish suitable and approved excavating equipment for such sampling. Approval of a stockpile for placement as the top course must not relieve, in any degree, the full responsibility of the Contractor to furnish, in its compacted position, top course of approved materials, the final condition of which conforms to all the requirements of the specifications for this section. In the event the Contractor must have a plant or procedure resulting in a top course of uniform quality, at a rate satisfactory to the Engineer, and such that satisfactory samples for tests can be obtained, the requirement for stockpiling may be waived. Prior approval of the Engineer must be obtained and the work must be done in accordance with such conditions as may be imposed in the approval. Such waiver must remain in force only so long as a satisfactory material is produced.
- (3) Material Testing:
- The samples from each stockpile are tested and the results are evaluated in accordance with the requirements of each type of material. All individual test results and the mean of the results will be rounded to a whole number. If the decimal portion is less than 0.5, round downward to the nearest whole number; if the decimal portion is greater than 0.5, round upward to the nearest whole number; if the decimal portion is 0.5, round to the nearest even whole number, or zero.

(C) Subgrade Preparation

- (1) The backfill under the Clean Open Graded Stone (top course) must be compacted, unless otherwise shown on the Contract Drawings or directed by the Engineer.
- (2) Compacted backfill must not be subject to construction equipment traffic.
- (3) Where erosion has caused accumulation of sediment or ponding on the backfill, remove sediment with light equipment and/or manually. Scarify the underlying soils to a minimum depth of 6 inches with a York type rake, or equivalent equipment.
- (4) Restore any backfill areas damaged by erosion, ponding, or traffic compaction to design line and grades prior to installation of Clean Open Graded Stone top course (layer).

(D) Installation of Open Graded Stone

- (1) Prior to placing the top course, plastic filter fabric must be furnished and installed under **Item No. 6.68**, on the prepared backfill.
- (2) The Open Graded Stone will be installed per specification to the thicknesses and width shown on the contract drawings and as directed by Engineer.
- (3) The Open Graded Stone must be placed in equal thickness layers. Prior to backfilling, the sub base must be scarified to ensure no compaction. The placing of any layer of this material must be done so by gravity with no additional compaction to ensure the required void-ratio is maintained. No segregation of large or fine particles will be allowed, but the material, as placed, must be well graded, with no pockets of fine material.
- (4) The Contractor must assume full responsibility for any contamination and/or degradation of any part of this top course during construction and must, at the Contractor's own expense remove any and all portions of this top course, which do not conform to the requirements of these specifications and replace these portions with specified material.

6.67 CO.5 MEASUREMENTS

The quantity of CLEAN OPEN GRADED STONE to be measured for payment must be the number of CUBIC YARDS (CY) of open graded stone incorporated in the finished work, measured in place in cubic yards. The thickness of the leveling course must NOT be included in this measurement.

6.67 CO.6 PRICE TO COVER

The contract price bid per cubic yard of CLEAN OPEN GRADED STONE must cover the cost of all labor, materials, equipment, insurance, and necessary incidentals required to complete the work, including, but not limited to, furnishing, and laying open graded stone, subgrade preparation, compaction and furnishing and applying water; all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

Payment for furnishing and installing BACKFILL will be made under **Item No. 4.11A**.

Payment will be made under:

Item No.	Item	Pay Unit
6.67 CO-A	3/4" CLEAN OPEN GRADED STONE	C.Y.
6.67 CO-B	1-1/2" CLEAN OPEN GRADED STONE	C.Y.
6.67 CO-C	4-6" SLOPE PROTECTION STONE	C.Y.
6.67 CO-D	12-15" RIP-RAP STONE	C.Y.

**SECTION 6.94 DCB
DRAIN CATCH BASINS**

- 6.94DCB.1. INTENT.** This section describes the furnishing, delivering and installation of drain catch basins, as shown on the Contract Drawings and as directed by the Engineer. The drain catch basin must include drain basin, riser, grate, end plugs, and any other hardware required to install the drain catch basin complete.
- 6.94DCB.2. DESCRIPTION.** The drain catch basin is designed to collect stormwater runoff and transmit the runoff, through underground piping to the NYCDEP storm sewer in the roadway.
- 6.94DCB.3 SUBMITTALS.** Submittals must be in accordance with **NYCDOT Standard Highway Specifications Section 1.06.31.**
- (A) All drain catch basin components must be the product of one manufacturer.
 - (B) Product Data - Provide manufacturer's information pertaining to all components of the proposed installation and including manufacturer's current recommended method of installation, including assembly and anchorage details. Provide sealant of type recommended by the drain catch basin manufacturer.
 - (C) Shop Drawings - All Shop Drawing submittals must be as per **Section 1.06.13 of the NYCDOT Standard Highway Specifications.** Provide Shop Drawings that show the detailed layout of the drain catch basin system with all part numbers indicated in the proper sequence including the dimensioned location of discharge pipe outlet connections.
 - (D) Delivery Storage and Handling - Protect the drain catch basin components and other materials from damage during delivery, jobsite handling and storage. Protect the installed work and materials from damage.
- 6.94DCB.4. MATERIALS.** Materials must comply with the following requirements:
- (A) Drain Catch Basin (Drain Basin, Riser Grate, and End Plug) – must be manufactured from rigid, lightweight polyolefin mixture with UV inhibitors for longevity and durability; must have a compressive strength of at least 32,000-psi; flexural strength of at least 24,000-psi; maximum water absorption rate of 0.33%. All discharge pipe outlet connections must follow the details shown on the Contract Drawings.
 - (B) Crushed Stone must comply with the requirement of the New York City Department of Environmental Protection (NYCDEP) Standard Sewer and Water Main Specifications **Section 40.12 - Crushed Stone Bedding For Sewers.**
 - (C) Concrete encasement - Must comply with the requirements of NYCDEP's New York City Department of Environmental Protection (NYCDEP) Standard Sewer and Water Main Specifications **Section 23.01 – Concrete.**
 - (D) Plastic Filter Fabric must comply with NYCDOT Standard Highway Specifications **Section 6.68.**

6.94DCB.5. METHODS.

General - Drain catch basins must be as indicated in the Contract Drawings; top of grate is to be set level with adjoining grade.

- (A) Examination - Prior to installation of the drain catch basin, ensure that all excavations and other work required to be installed is done correctly. All components must be carefully inspected for defects immediately prior installing. No cracked, broken, or defective materials must be used in the work. If any defective components must be discovered after having been installed, it must be removed and replaced with a sound component in an acceptable manner at no additional cost to the City.
- (B) Excavation, Subgrade Preparation, and subbase
 - (1) Excavate to the depth required subgrade as shown on contract drawings of all materials of whatever nature encountered in accordance with NYCDOT Standard Highway Specifications **Section 4.11**.
 - (2) Compact subgrade and install crushed stone as show on contract drawings.
 - (3) In the event the subgrade is over excavated or otherwise disturbed, the Contractor shall replace the disturbed or over excavated subgrade with well-compacted crushed stone. No separate or additional payment will be made for the placing and compaction of this crushed stone.
- (C) Installation
 - (1) Install the drain catch basins in accordance with manufacturer's recommendations, as shown on the Contract Drawings and in compliance with approved Shop Drawings.
 - (2) Seal interlocking surfaces during installation. Clean all surplus sealant off of wetted surfaces and grate bearing areas before it hardens.
 - (3) Install the drain catch basins with the top edges level with adjoining final grade surfaces.
 - (4) Provide outlet connections as indicated on the Contract Drawings.
 - (5) The drain catch basin must be installed on a minimum 4-inch bed of crushed stone wrapped in plastic filter fabric. A minimum 6-inch concrete collar encasement must be placed all around the drain catch basin from the final grade surface to the top of the crushed stone bedding. The concrete surface must be level with adjoining final grade surfaces. The concrete collar encasement must be placed in formwork so as to provide a neat, straight face and edge all around the drain catch basin.
 - (6) After drain catch basin and concrete collar encasement are installed, reset and lock down all grates securely. Clean all concrete splatter and waste out of the system; do not plug or partially block drain outlets.

- (D) Testing - After installation of drain catch basin together with concrete collar encasement and cured sealant, test the system to ensure that the water flows properly to the catch basins without ponding. If ponding occurs the Contractor must take all steps require and as directed by the Engineer to alleviate ponding up to and including the excavation, removal and reinstallation of the drain catch basin at no additional cost to the City. The reinstalled drain catch basin must be retest to the satisfaction of the Engineer.

6.94DCB.5. MEASUREMENT. The quantity of drain catch basins to be measured for payment must be the number of each size drain catch basin incorporated in the work, complete, installed at the site to the satisfaction of the Engineer.

6.94DCB.6. PRICES TO COVER. The contract price bid for each size Drain Catch Basin must cover the cost of all labor, materials, plant, equipment, samples, tests, insurance, and incidentals necessary to install the drain catch basins of the sizes and dimensions specified, including, but not limited to, the earth excavation, concrete collar encasement, piping, connections to highway drain, backfilling, cleaning up, and furnishing and installing risers, grates, end plugs, fittings, sealants, all other items necessary to complete this work all in accordance with the Contract Drawings, the specifications, and directions of the Engineer.

Payment for the furnishing, delivering and placing of plastic filter fabric must be made under **Item No. 6.68 - PLASTIC FILTER FABRIC.**

Payment will be made under:

Item No.	Item	Pay Unit
6.94 DCB18	DRAIN CATCH BASIN - 18" SQUARE	EACH
6.94 DCB24	DRAIN CATCH BASIN - 24" SQUARE	EACH

**SECTION 6.94 FGD
FURNISH, DELIVER & INSTALL FIBERGLASS TRENCH DRAINS**

6.94FGD.1 INTENT.

This section describes the furnishing and installation of trench drains, as shown on the contract drawings and as directed by the Engineer.

The trench drains are designed to transmit stormwater runoff in a defined area to the closed drainage network in the roadway. The surface drainage system must be manufactured by:

- (A) ACO Polymer Products, Inc., 12080 Ravenna Road, P.O. Box 245, Chardon, OH 44024; Tel: (800) 285-7000; Fax: (440) 285-7005.
- (B) Jay R. Smith Mfg. Co., 2781 Gunter Park Drive East, Montgomery, AL 36109; Tel: (334) 277-8520; Fax: (334) 272-7396.
- (C) Zurn, 1801 Pittsburgh Ave., Erie, PA 16502; Tel: (877) 987-6669; Fax: (814) 454-7929.
- (D) Approved equal

Under this item, the Contractor must install all components of the trench drain including the trench system body and frame, in accordance with the plans, the specifications, and the direction of the Engineer.

6.94FGD.2 MATERIALS. Materials must comply with the following requirements:

- (A) Trench drain channel – Must be manufactured from fiberglass with: a compressive strength of at least 32,000 psi; flexural strength of at least 24,000 psi; maximum water absorption rate of 0.33%. Fiberglass must be frost proof, salt proof, corrosion and chemical resistant.
- (B) Custom Plate – Must be manufactured from T-316 stainless steel and must incorporate Nelson stud anchoring features to ensure maximum mechanical bond to the surrounding bedding material and pavement surface at 8" on center. Frame must be at least 3/16" thick. Snap fit studs supplied by the manufacturer must be used to connect the Custom plate to the fiberglass trench drain channel.
- (C) Concrete encasement – Must comply with the requirements NYCDOT Standard Highway Specifications, **Section 3.05, Concrete.**
- (D) Crushed Stone must comply with the requirement of the New York City Department of Environmental Protection (NYCDEP) Standard Sewer and Water Main Specifications **Section 40.12 - Crushed Stone Bedding For Sewers.**
- (E) Plastic Filter Fabric must comply with NYCDOT Standard Highway Specifications, **Section 6.68.**

6.94FGD.3 METHODS.

- (A) General – Channel drains must be pre-sloped to provide a minimum slope of 0.9% in the channel or as indicated in the contract drawings; top of grate is to be set level with adjoining grade. Interlocking units using tongue and groove connections must fully and evenly attach the channels. Efficient flow and self-cleaning characteristics must be provided by a curved channel bottom. Design flows must be as shown on the Drawings. All drain components, including those in the trench drain catch basins as well as the trench drains, must be the product of one manufacturer.
- (B) Product Data – Provide manufacturer's information pertaining to all components of the proposed installation, including manufacturer's current recommended method of installation, including assembly and anchorage details. Provide sealant of type recommended by the trench drain manufacturer.
- (C) Shop Drawings - Provide Shop Drawings that show the detailed layout of the drain system with all part numbers indicated in the proper sequence, the overall length of the system, the dimensioned location of plumbing outlet connections and the dimensioned location of the channel system.
- (D) Delivery Storage and Handling - Protect the trench drain components and other materials of this Item from damage during delivery, jobsite handling and storage. Open pallets must not be stacked. Do not stack materials of other trades on top of components stockpiled at the jobsite. Protect the installed work and materials from damage.
- (E) Examination - Prior to installation of the trench drain system, ensure that all excavations and other work required to be installed is done correctly. All trench units must be carefully inspected for defects immediately prior to laying or installing. No cracked, broken, or defective materials must be used in the work. If any defective piece must be discovered after having been laid or installed, it must be removed and replaced with a sound one in an acceptable manner at no cost to the City.
- (F) Excavation, Subgrade Preparation, and subbase
 - (1) Excavate to the depth required subgrade as shown on contract drawings of all materials of whatever nature encountered in accordance with NYCDOT Standard Highway Specifications, **Section 4.11**.
 - (2) Compact subgrade and install crushed stone as show on contract drawings.
- (G) Installation
 - (1) Install the trench drain system in strict accordance with manufacturer's recommendations and with approved Shop Drawings.
 - (2) Seal interlocking surfaces during installation. Clean all surplus sealant off of wetted surfaces and grate bearing areas before it hardens.
 - (3) Install the pre-sloped channels with the top edges level with adjoining surfaces.
 - (4) Laying Channels- Generally, channel laying must begin at the deepest section or at the catch basin. Bedding material must be adequate to provide support equal to the flatwork support grade. Lay channels in

numerical sequence with the arrow on the side of the unit pointing downstream toward the lower end of the system. Fully center channel ends at joints and keep the inner surfaces reasonably flush and even. Seal the joints with sealant recommended by the trench drain manufacturer. Channels must be firmly anchored to the subgrade and grates must be installed across all joints so that the channels remain in position during concrete placement.

- (5) The trench drain must be installed on a minimum 4-inch bed of crushed stone wrapped in plastic filter fabric. A minimum 6-inch concrete collar encasement must be placed all around the trench drain from the final grade surface to the top of the crushed stone bedding. The concrete surface must be level with adjoining final grade surfaces. The concrete collar encasement must be placed in formwork so as to provide a neat, straight face and edge all around the trench drain.
 - (6) Close end of each drainage run with an interlocking end cap. The end cap accessory material of construction must be fiberglass.
 - (7) After adjoining concrete flatwork has been placed and finished, reset and lock down all grates securely. Clean all concrete splatter and waste out of the system; do not plug or partially block drain outlets.
 - (8) Provide outlet connections as indicated on the Contract Drawings.
- (H) Testing - After installation of units and sealant has cured, but prior to concrete encasement being poured, test the system to ensure that the water flows properly to the catch basins without ponding. Ensure temporary bracing of units is installed prior to testing. Remove and install sections as required and retest to ensure an even flow to the catch basins.

6.94FGD.4 MEASUREMENT.

The quantity of Trench Drain to be measured for payment must be the number of linear feet, measured to the nearest foot, furnished and installed to the satisfaction of the Engineer.

6.94FGD.5 PRICES TO COVER.

The contract price bid per linear feet of Trench Drain must cover the cost of all labor, materials, plant, equipment, samples, tests, insurance, and incidentals necessary to install the trench drain system of the sizes and dimensions specified, including, but not limited to, the earth excavation, concrete collar encasement, piping, connections to storm sewer, backfilling, cleaning up, and furnishing and installing trench drain, grates, end plugs, fittings, sealants, all other items necessary to complete this work all in accordance with the Contract Drawings, the specifications, and as directed by the Engineer.

Payment for the furnishing, delivering and placing of plastic filter fabric must be made under Item No. 6.68 - PLASTIC FILTER FABRIC.

Payment will be made under:

Item No.	Item	Pay Unit
6.94 FGD	FURNISH, DELIVER & INSTALL FIBERGLASS TRENCH DRAINS	L.F.

SECTION 7.48 - UNPERFORATED PVC PIPE**(MODIFICATION OF PLASTIC VENT PIPING)****7.48.01 INTENT**

Under this section, the Contractor must modify existing plastic venting piping as shown on Contract Drawings. The purpose of this work is to ensure existing plastic vent piping clearances to the proposed site elevation is consistent with Chapter 9 of the NYC plumbing code.

7.48.02 SUBMITTALS

Product Data: For each type of product indicated.

7.48.03 QUALITY ASSURANCE

- (A) Piping materials must bear label, stamp, or other markings of specified testing agency.
- (B) Comply with NSF/ANSI 14, "Plastics Piping Systems Components and Related Materials," for plastic piping components. Include marking with "NSF-dwv" for plastic drain, waste, and vent piping and "NSF-sewer" for plastic sewer piping.

7.48.04 MATERIALS

- (A) Proposed piping to match existing piping
- (B) ABS PIPE AND FITTINGS
 - (1) Solid-Wall ABS Pipe: ASTM D 2661, Schedule 40.
 - (2) Cellular-Core ABS Pipe: ASTM F 628, Schedule 40.
 - (3) ABS Socket Fittings: ASTM D 2661, made to ASTM D 3311, drain, waste, and vent patterns.
 - (4) Solvent Cement: ASTM D 2235.
- (C) PVC PIPE AND FITTINGS
 - (1) Solid-Wall PVC Pipe: ASTM D 2665, drain, waste, and vent.
 - (2) Cellular-Core PVC Pipe: ASTM F 891, Schedule 40.
 - (3) PVC Socket Fittings: ASTM D 2665, made to ASTM D 3311, drain, waste, and vent patterns and to fit Schedule 40 pipe.
 - (4) Adhesive Primer: ASTM F 656.
 - (5) Solvent Cement: ASTM D 2564.

7.48.05 CONSTRUCTION METHODS

- (A) Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Install piping as indicated unless deviations to layout are approved on coordination drawings.
- (B) Make changes in direction for soil and waste drainage and vent piping using appropriate branches, bends, and long-sweep bends. Sanitary tees and short-sweep 1/4 bends may be used on vertical stacks if change in direction of flow is from horizontal to vertical. Use long-turn, double Y-branch and 1/8-bend fittings if two fixtures are installed back to back or side by side with common drain pipe. Straight tees, elbows, and crosses may be used on vent lines. Do not change direction of flow more than 90 degrees. Use proper size of standard increasers and reducers if pipes of different sizes are connected. Reducing size of drainage piping in direction of flow is prohibited.
- (C) Install soil and waste drainage and vent piping at the following minimum slopes unless otherwise indicated:
 - (1) Building Sanitary Drain: 2 percent downward in direction of flow for piping
 - (2) Horizontal Sanitary Drainage Piping: 2 percent downward in direction of flow.
 - (3) Vent Piping: 1 percent down toward vertical fixture vent or toward vent stack.
- (D) Install aboveground ABS piping according to ASTM D 2661.
- (E) Install aboveground PVC piping according to ASTM D 2665.
- (F) JOINT CONSTRUCTION
 - (1) Plastic, Nonpressure-Piping, Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
 - (a) Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
 - (b) ABS Piping: Join according to ASTM D 2235 and ASTM D 2661 Appendixes.
 - (c) PVC Piping: Join according to ASTM D 2855 and ASTM D 2665 Appendixes.
- (G) CONNECTIONS
 - (1) Drawings indicate general arrangement of piping.
 - (2) Connect drainage and vent piping to match existing, but not smaller than required by the current plumbing code.
- (H) CLEANING AND PROTECTION
 - (1) Clean interior of piping. Remove dirt and debris as work progresses.
 - (2) Protect drains during remainder of construction period to avoid clogging with dirt and debris and to prevent damage from traffic and construction work.
 - (3) Place plugs in ends of uncompleted piping at end of day and when work stops.

- (4) Exposed ABS and PVC Piping: Protect plumbing vents exposed to sunlight with two coats of water-based latex paint.

7.48.06 MEASUREMENT.

The quantity to be measured for payment must be the number of linear feet of plastic pipe installed in the completed work.

7.48.07 PRICE TO INCLUDE.

The contract price per linear foot of plastic pipe must cover the cost of all labor, materials, plant, equipment, insurance, and incidentals necessary to cut, modify, furnish and install plastic pipe, complete with connections, all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
7.48 U2	2" DIAMETER UNPERFORATED PVC PIPE	L.F.
7.48 U4	4" DIAMETER UNPERFORATED PVC PIPE	L.F.
7.48 U6	6" DIAMETER UNPERFORATED PVC PIPE	L.F.

SECTION 7.50 CARPENTRY

7.50.01 DESCRIPTION

- (A) Provide carpentry Work as indicated on the Contract Drawings and as specified herein. It is the intent to remove and replace all carpentry construction affected by the construction, including, but not limited to, the following:
- (1) Wood Grounds, nailing strips, blocking, furring, nailers, and framing.
 - (2) Rough hardware, including nails, screws, anchors, brackets, braces, bolts, nuts, fittings, and other devices required for the proper fitting, connecting, and erecting of the Work.
 - (3) Rough frames for windows.
 - (4) Framing for steps and decks.
 - (5) Preservative treatment for wood.
 - (6) Plywood decking.
 - (7) Miscellaneous Lumber.
 - (8) Wood treads and risers.
 - (9) Composite Lumber.

7.50.02 SUBMITTALS

Submittals must be in accordance with NYCDOT Standard Highway Specifications, **Section 1.06.31**

- (A) Quality Control Submittals
- (1) Certificates: Certification for the following wood treatments:
 - (a) Dip Treatment: Certification by treating plant stating chemical solutions used, submersion period, and conformance with applicable AWPA Standards.
 - (b) Pressure Treatment: Certification by treating plant stating chemicals and process used, net amount of chemical preservative retained, and conformance with applicable AWPA Standards with specified standards.
 - (c) Waterborne Preservatives: Certified written statement that moisture content of treated materials was reduced to a maximum of 19 percent prior to shipment to the project site.

7.50.03 QUALITY ASSURANCE

- (A) Mill and Producers Mark
- Each piece of lumber and plywood must be grade stamped indicating type, grade, mill, and grading agency certified by the Board of Review of the American Lumber Standards Committee. Mark must appear on unfinished surface, or ends of pieces with finished surfaces.
- (1) Pressure Preservative Treated Material: Accredited agency quality mark on each piece of wood including treatment.

(B) STANDARDS

Comply with the following unless otherwise specified or indicated on the Contract Drawings:

- (1) Lumber: American Softwood Lumber Standard PS 20 by the U.S. Department of Commerce. Comply with applicable provisions by each indicated use.
- (2) Plywood: Product Standard PS 1 for Softwood Plywood, Construction and Industrial by the U.S. Department of Commerce.
- (3) Plywood Installation: APA Design/Construction Guide, by the American Plywood Association (APA), except as indicated otherwise.
- (4) Grading Rules:
 - (d) Douglas Fir, Hem-Fir, Idaho White Pine, and other Western Woods: Western Wood Products Association (WWPA) or West Coast Lumber Inspection Bureau (WCLIB).
- (5) Preservative Treatment: American Wood Preservers' Association (AWPA) Standards, quality control methods, and inspection requirements

(C) Regulatory Agencies

- (1) NYC Board of Standards and Appeals (BSA).
- (2) NYC Materials and Equipment Acceptance (MEA).
- (3) 2014 NYC Construction Code

7.50.04 DELIVERY, STORAGE, AND HANDLING

- (A) Keep materials dry during delivery. Store materials 6" minimum above ground surface. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and plywood and provide air circulation between stacks.
- (B) Cover stored materials until ready for use for protection from moisture. Place and anchor covering in a manner which will assure good ventilation under the covering.

7.50.05 MATERIALS

(A) LUMBER

- (1) General
 - (a) Furnish seasoned dimensional lumber dressed to nominal sizes indicated with 19 percent maximum moisture content at time of dressing, marked "S-DRY". Comply with dry size requirements of PS 20.
 - Dress: Surfaced 4 sides (S4S) unless otherwise indicated.
- (2) Framing Lumber
 - (a) Species: Douglas Fir (WWPA or WCLIB), or Southern Pine (SPIB), unless otherwise indicated.
 - (b) Light Framing; 2" through 4" thick, less than 6" wide:
 - Stud Framing Grade: Construction Grade.
 - Other Light Framing Grade: No. 2.
 - (c) Structural Framing; 2" through 4" thick, 6" and wider:

- Grade: No. 1.
- (3) Board Lumber; less than 2" thick:
- (a) Exposed Board Lumber, for Paint Finish: Southern Pine No. 1 (SPIB), Douglas Fir 2 Common (WWPA) or Select Merchantable (WCLIB), or Redwood Construction Common (RIS).
 - (b) Concealed Board Lumber: Southern Pine No. 3 (SPIB), any species No. 4 (WWPA) or any species Standard (WCLIB), or Redwood Merchantable (RIS).
- (4) Miscellaneous Lumber
Standard grade, No. 3 grade, or better grade of the following species unless otherwise indicated:
- (a) Nailers and Blocking: Douglas Fir, Hem-Fir, Idaho White Pine or Southern Pine.
 - (b) Furring: Douglas Fir or Southern Pine.
- (B) COMPOSITE LUMBER

Composite lumber materials must only be used where expressly shown on the plans and as directed by the engineer. The incremental cost for the use of composite lumber material must be paid under separate item.

- (1) Composition: Reclaimed wood and plastic with integral coloring; free from toxic chemicals and preservatives.
- (2) Profiles:
 - (a) Decking: Nominally 2 x 6 inches x maximum practical length.
 - (b) Fascia, risers, and trim: Nominally 1 x 8 inches x maximum practical length.
- (3) Surface texture: Woodgrain
- (4) Color[s]: As selected by Engineer
- (5) Characteristics:
 - (a) Abrasion resistance: 0.01 inch wear per 1000 revolutions, tested to ASTM D 2394.
 - (b) Flame spread rating: 70, tested to ASTM E 84.
 - (c) Water absorption, 24 hour immersion, tested to ASTM D 1037:
 - (1) Sanded surface: 4.3 percent.
 - (2) Unsanded surface: 1.7 percent.
 - (d) Thermal expansion coefficient, 36 inch long samples:
 - (1) Width: 35.2×10^{-6} to 42.7×10^{-6} .
 - (2) Length: 16.1×10^{-6} to 19.2×10^{-6} .

- (e) Fastener withdrawal, tested to ASTM D 1761:
 - (1) Nail: 163 pounds per inch.
 - (2) Screw: 558 pounds per inch.
 - (f) Static coefficient of friction:
 - (1) Dry: 0.53 to 0.55, tested to ASTM D 2047.
 - (2) Dry: 0.59 to 0.70, tested to ASTM F 1679.
 - (3) Wet: 0.70 to 0.75, tested to ASTM F 1679.
 - (g) Fungus resistance, white and brown rot: No decay, tested to ASTM D 1413.
 - (h) Termite resistance: 9.6 rating, tested to AWPA E-1.
 - (i) Specific gravity: 0.91 to 0.95, tested to ASTM D 2395.
 - (j) Compression:
 - (1) Parallel: 1588 PSI ultimate, 540 PSI design, tested to ASTM D 198.
 - (2) Perpendicular: 1437 PSI ultimate, 540 PSI design, tested to ASTM D 143.
 - (k) Tensile strength: 3,280 PSI ultimate, 500 PSI design, tested to ASTM D 198.
 - (l) Shear strength: 1,761 PSI ultimate, 360 PSI design, tested to ASTM D 143.
 - (m) Modulus of rupture: 3280 PSI ultimate, 500 PSI design, tested to ASTM D 4761.
 - (n) Modulus of elasticity: 412,000 PSI ultimate, 200,000 PSI design, tested to ASTM D 4761.
 - (o) Thermal conductivity: 1.57 BTU per inch per hour per square foot at 85 degrees F, tested to ASTM C 177.
- (6) ACCESSORIES
- (a) Fasteners: stainless steel of length recommended by composite wood manufacturer for profile being fastened.
- (7) Manufacturers:
- (a) Trex.
160 Exeter Drive
Winchester, VA 22603-8605
1-800-289-8739
www.trex.com
 - (b) Fiberon.
181 Random Drive
New London, NC 28127
1-800-573-8841
www.fiberondecking.com
 - (c) Armadillo
Avon Plastics
210 Ampe Drive, Paynesville, MN 56362
1-320-243-7318
www.armadillodeck.com
 - (d) Or approved equivalent

(C) PLYWOOD

- (1) Roof and Wall Sheathing and Subflooring: Furnish APA rated sheathing exterior PS 1 veneered panels, with span ratings for the required thicknesses as listed below unless otherwise indicated.

Thickness	Span Rating (inches)
3/8"	24/0
1/2"	32/16
5/8"	40/20
3/4"	48/24

(D) MISCELLANEOUS MATERIALS

- (1) Asphalt Felt. Asphalt-saturated felt, No. 15, without perforations, complying with ASTM D 226.

(E) PRESERVATIVE TREATMENT

- (1) Treat lumber and plywood where indicated and as specified. Comply with applicable AWPA Standards and quality control and inspection requirements.
- (a) Fasteners and anchoring devices to be used with wood treated with waterborne preservatives must be hot-dip galvanized or stainless steel if the wood will be exposed to moisture.
- (2) Complete fabrication of items to be treated to the greatest extent possible, prior to treatment. Where items must be cut after treatment, coat cut surfaces with heavy brush coat of the same chemical used for treatment or other solution recommended by AWPA Standards for the treatment.
- (3) Inspect wood after treating and drying. Discard warped or twisted items.
- (4) Pressure Treatment (Above Ground Use)
Treat the following wood items with waterborne preservatives for above ground use, complying with AWPA Standards C2 & C9 Redry wood to a maximum moisture content of 19 percent after treatment.
- (a) Nailers, blocking, cants, shim stock, and similar members used in conjunction with roofing (including related flashings, trim and vapor barrier), coping, and waterproofing.
- (b) Nailers, blocking, furring, stripping, and similar concealed members in contact with exterior masonry and concrete (including interior wythe of exterior walls), and all sills for framing.
- (c) Wood items indicated or scheduled on the Contract Drawings to be preservative treated.
- (5) Pressure Treatment (Ground Contact Use)
Treat the following wood items with waterborne preservatives for below ground use, complying with AWPA Standards C2 & C9.
- (a) Wood members placed in the ground.
- (b) Wood members immersed in fresh water.

(F) FRAMING HARDWARE

(1) Fasteners and Anchoring Devices

Provide items of type, size, style, grade, and class as required for secure installation of the Work. Items must be galvanized for exterior use. Unless shown or specified otherwise, comply with the following:

- (a) Nails and Staples: Federal Specifications (FS), FS FF-N-105.
- (b) Wood Screws: FS FF-S-111.
- (c) Bolts and Studs: FS FF-B-575.
- (d) Nuts: FS FF-N-836.
- (e) Washers: FS FF-W-92.
- (f) Lag Bolts or Lag Screws: S FF-B-561.
- (g) Masonry Anchoring Devices: Expansion shields, masonry nails and drive screws: FS FF-S-325.
- (h) Toggle Bolts: FS FF-B-588.
- (i) Bar or Strap Anchors: ASTM A 666, Type 304.
- (j) Wall Plugs: Corrugated type, galvanized steel, 24 USS gage min, not less than 2" wide x 2-1/2" deep.
- (k) Cross Bridging: Nailable type, galvanized steel, 16 USS gage min, by 3/4" wide.
- (l) Metal Hangers, post anchors and Framing Anchors: Size and type for intended use, galvanized finish, manufacturer's recommended fasteners.
- (m) Buck Anchors: Corrugated type, galvanized steel not lighter than 12 USS gage minimum, 4" wide (except where partitions are less than 4" thick) by 8" long, punched for two 5/16" carriage bolts at buck end.
- (n) Sleeper Anchors: Approved type, galvanized steel not lighter than 20 USS gage min, not less than 1-1/4" wide, designed to anchor into concrete not less than 1-1/2" and permit height adjustment of sleeper.

7.50.06 METHOD

(A) Verification of Conditions. Examine substrate and supporting structure on which carpentry is to be installed for defects that will adversely affect the execution and quality of the Work. Do not proceed with installation until unsatisfactory conditions are corrected.

(B) INSTALLATION - GENERAL

- (1) Do not use units of material with defects which impair the quality of the Work and units which are too small to fabricate the Work with minimum joints or with optimum joint arrangement.
- (2) Install Work accurately to required lines and levels with members plumb and true, accurately cut and fitted and securely fastened. Closely fit rough carpentry to other associated construction.
- (3) Securely attach carpentry Work to substrates by anchoring and fastening as indicated, or, if not indicated, as required by the referenced standards. Select fasteners of size that will not penetrate through members where opposite side will be exposed to view or will receive finish materials. Make

tight connections between members. Install fasteners without splitting wood; predrill as required. Set nail heads in exposed Work which is to be painted or stained and fill resulting holes.

(C) WOOD FRAMING

- (1) Install framing members of nominal sizes indicated or of units built-up to dimensions indicated, on spacings shown. Construct required openings for installation of related work. Do not splice structural members between supports.
- (2) Anchor and nail members as indicated. If not included, comply with recommendations of the National Fire Protection Agency.
- (3) Install miscellaneous blocking and framing indicated and as required for attachment and support of facing materials, fixtures, specialty items, and trim.
- (4) Stud Framing
Install stud framing indicated. Unless otherwise shown, use 2" x 4" wood studs spaced 16" o.c. with 4" face perpendicular to direction of wall or partition. Install single bottom plate and double top plates 2" thick by width of studs; except single top plate may be used for non-load-bearing partitions. Nail or anchor plates to supporting construction.
 - (a) Construct corners and intersections with not less than 3 studs. Frame openings with multiple studs and headers. Install nailed header members of thickness equal to width of studs.
 - (b) Install diagonal bracing in exterior wall stud framing unless otherwise indicated. Brace both walls at each external corner, full story height, at 45-degree angle. Use either a let-in 1" x 4" board or 2" x 4" blocking.
- (5) Joist Framing
Install framing of sizes and on spacings shown. Install with crown edge up and support ends of each member with not less than 1-1/2" of bearing on wood or metal, or 3" on masonry. Attach to wood bearing members by toe nailing or metal connectors; frame to wood supporting members with wood ledgers or with metal connectors. Frame openings with headers and trimmers supported by metal joist hangers; double headers and trimmers where span of header exceed 4 feet. Do not notch in middle third of joists; limit notches to 1/6-depth of joist, 1/4 at ends. Do not bore holes larger than 1/3-depth of joist or locate closer than 2" from top or bottom. Install solid blocking (2" thick by depth of joist) at ends of joists unless nailed to header or band member.
 - (a) Lap members framing from opposite sides of beams, girders or partitions not less than 4" or securely tie opposing members together. Install solid blocking (2" thick by depth of joist) over supports.
 - (b) Anchor masonry bearing members with 1/4" x 1-1/4" stainless steel strap or "T" anchors with wall ends bent 4" at every second joist. Extend anchors not less than 1'-4" along bottom of joist end and nail.
 - (c) Anchor members paralleling masonry with 1/4" x 1-1/4" stainless steel strap anchors spaced not more than 8 feet o.c. Extend anchors at least 4" into masonry, turn up 4" and extend over and fasten to 3 joists.
 - (d) Install solid blocking between joists under jamb studs at openings.

- (e) Under non-load-bearing partitions, install double joists separated by solid blocking equal to depth of studs above.
 - Install triple-joists separated as above, under partitions receiving ceramic tile and similar heavy finishes or fixtures, unless otherwise shown.
 - (6) Install bridging between joists where nominal depth-to-thickness ratio exceeds 4, at intervals of 8 feet.
- (D) WOOD NAILERS, BLOCKING, AND GROUNDS
- (1) Install required items where indicated and where required for support, attachment or screeding of other Work. Form to shapes indicated or required. Coordinate locations and cut and shim as required to provide items at true and level planes to receive Work to be attached. Install closure strips to nailers at all edges.
 - (a) Attach to substrates as indicated; if not indicated, size and space fasteners as required to support applied loading. Maximum spacing of fasteners must not exceed 16". Unless otherwise shown on the Contract Drawings, install and secure material to non-wood construction as follows:
 - To Concrete: Attach material less than 1-1/2" thick with screws and non-ferrous metal expansion shields. Attach materials 1-1/2" and thicker with machine bolts and non-ferrous metal compound type anchors.
 - To Concrete Unit Masonry: Attach material to new masonry with annular ring nails driven into wall plugs where fastening occurs at joints of masonry or with special hardened steel masonry nails where fastening occurs in the masonry units. Attach material to existing masonry with machine screws and non-ferrous metal expansion shields where fastening occurs in solid portions of masonry. If fastening occurs at cells of masonry, secure material in place with toggle bolts.
 - To Brick Masonry: Attach material to new masonry with annular ring nails driven into wall plugs. Attach material to existing masonry with machine screws and non-ferrous metal expansion shields.
 - To Steel: Attach material with galvanized bolts and nuts or stainless-steel machine screws tapped into the metal, as required by conditions.
 - To Non-Ferrous Metal: Attach material with stainless steel or other approved non-ferrous metal bolts and nuts or self-tapping screws, as required by conditions.
 - (2) Counter-sink bolts and nuts flush with surfaces, unless otherwise shown. Build into masonry during installation of masonry Work. Where possible, anchor to formwork before concrete placement. Bevel both edges of members to be anchored in concrete. Shims must be cedar shingles or redwood wedges.
 - (3) Install permanent grounds of dressed, preservative treated, key beveled lumber not less than 1-1/2" wide and of the thickness required to bring face of ground to exact thickness of finish material involved. Remove temporary grounds when no longer required.

(E) ROUGH HARDWARE

- (1) Furnish and install all rough hardware, such as nails, bolts, buck anchors, clips, and all other rough hardware required to secure the carpentry work in place, unless otherwise specified.

7.50.07 MEASUREMENT

- (A) WOOD DECKS. The quantity of wood decking to be measured for payment must be the number of square feet actually installed at the site to the satisfaction of the Engineer.
- (B) WOOD PLATFORM. The quantity of wood platform to be measured for payment must be the number of square feet actually installed at the site to the satisfaction of the Engineer.
- (C) WOOD STAIRS. The quantity of wood stairs to be measured for payment must be the number of square feet of the stair treads, measured along the horizontal plane, actually installed at the site to the satisfaction of the Engineer.
- (D) WOOD RAILING. The quantity of wood railing to be measured for payment must be the number of linear feet actually installed at the site to the satisfaction of the Engineer.
- (E) INCREMENTAL COST FOR THE USED OF COMPOSITE LUMBER. Additional incremental cost for the use of composite lumber where expressly shown on the plans and as directed by the engineer.

7.50.08 PRICES TO COVER

(A) WOOD DECKS

The contract bid price per square foot for wood deck must cover all labor, materials, equipment, plant, samples, permits, insurance, and incidentals required to construct or partially reconstruct wood decks, including, but not limited to, framing, blocking, connecting to existing structures, anchoring, composite decking, concrete post foundations, and furnishing and installing all necessary hardware; all in accordance with Contract Drawings, the specifications, and directions of the Engineer.

(B) WOOD PLATFORM

The contract bid price per square foot for wood platform must cover all labor, materials, equipment, plant, samples, permits, insurance, and incidentals required to construct or partially reconstruct wood platform including, but not limited to, framing, blocking, connecting to existing structures, anchoring, composite decking, concrete post foundations, and furnishing and installing all necessary hardware; all in accordance with Contract Drawings, the specifications, and directions of the Engineer.

(C) WOOD STAIRS

The contract bid price per square foot for wood stairs must cover all labor, materials, equipment, plant, samples, permits, insurance and incidentals required to construct or partially reconstruct wood stairs including, but not limited to, framing, blocking, concrete post foundations, connecting to existing structures; anchoring; decking; and furnishing and installing all necessary hardware; all in accordance with Contract Drawings, the specifications and directions of the Engineer.

(D) WOOD RAILING

The contract bid price per linear foot for wood railing must cover all labor, materials, equipment, plant, samples, permits, insurance and incidentals required to construct or partially reconstruct wood railings, including but not limited to, framing, blocking, connecting to existing structures, concrete post foundations, anchoring, decking, and furnishing and installing all necessary hardware; all in accordance with Contract Drawings, the specifications, and directions of the Engineer.

(E) INCREMENTAL COST FOT THE USE OF COMPOSITE LUMBER

The incremental cost for modifying work methods and supplying composite decking materials and all manufacturer recommended fasteners and other appurtenances will be paid for under Item Nos. 7.50 CL, as shown on the plans and as directed by the engineer.

Payment will be made under:

Item No.	Item	Pay Unit
7.50 WD	WOOD DECK	S.F.
7.50 WP	WOOD PLATFORM	S.F.
7.50 WSR	WOOD STAIRS	S.F.
7.50 WR	WOOD RAILING	L.F.
7.50 CL-S	INCREMENTAL COST FOR THE USE OF COMPOSITE LUMBER (DECK, PLATFORM, STAIRS)	S.F.
7.50 CL-L	INCREMENTAL COST FOR THE USE OF COMPOSITE LUMBER (RAILING)	L.F.

**SECTION 8.12 CRW
CONCRETE RETAINING WALL**

8.12CRW.1 INTENT. Under this section, the work must consist of construction of new concrete retaining walls in accordance with the Contract Drawings, the specifications and the direction of the Engineer.

All work must comply with the relevant New York City Department of Transportation (NYCDOT) Standard Highway Specifications.

- (A) Stormwater pollution protection must comply with NYCDOT Highway Specification, **Section 9.30.**
- (B) Saw cutting existing pavement must comply with NYCDOT Standard Highway Specification, **Section 6.55.**
- (C) Removal of asphalt pavement must be paid under **Item 6.02 AAN.**
- (D) Excavation, handling, transportation, and disposal of contaminated and/or hazardous soil must be paid for under **Items 8.01C1 and 8.01H**, as provided by HAZ-Pages this Volume 3 of 3
- (E) Any non-contaminated dewatering required to complete the work. See (M) and (N) below for contaminated dewatering. Also see SW-Pages this Book 3 of 3, Page SW-3, **Section (C) (3), Disposal of Water from Trenches**
- (F) Temporary Fence must comply with Specifications, **Section 6.34 ACT** this I-Pages
- (G) Sheet piling must comply with NYCDEP Standard Sewer and Water Main Specifications, **Section 70.91.**
- (H) Dewatering must comply with NYCDEP Standard Sewer and Water Main Specifications, **Section 40.02.15.**
- (I) Furnishing and placing tremie concrete required for dewatering must comply with **8.12CRW.4 (L).**
- (J) Furnishing and placing Portland cement concrete for structures, must comply with NYCDOT Standard Highway Specification, **Section 4.06.**
- (K) Furnishing and placing reinforcement must comply with NYCDOT Standard Highway Specification, **Section 4.14.**
- (L) Lightweight Fill must comply with and be paid under **Item 4.11 A.**
- (M) Removal, Treatment and Discharge/Disposal of Contaminated Water must be paid separately under **Item 8.01 W1.**
- (N) Sampling and Testing of Contaminated Water must be paid separately under **Item 8.01 W2.**

8.12CRW.2 MATERIALS.

- (A) Concrete will comply with the requirements of NYCDOT Standard Highway Specification **Section 3. 05.**
- (B) Reinforcement will comply with the requirements of NYCDOT Standard Highway Specification **Section 4.14.**
- (C) Welded Steel Wire Fabric will comply with the requirements of NYCDOT Standard Highway Specification **Section 2.25.**

8.12CRW.3 SUBMITTALS.

Submittals must be in accordance with **Section 1.06.31** of the NYCDOT Standard Highway Specifications.

- (A) Shop Drawings: All Shop Drawing submittals must be as per **Section 1.06.13** of the NYCDOT Standard Highway Specifications. Show to scale plans, sections and details of the following:
 - (1) Formwork
 - (2) Reinforcement
 - (3) Wall
 - (4) Sheeting
- (B) Design Calculations. The Contractor must have these drawings prepared by a Licensed Professional Engineer currently registered in the State of New York. Such drawings must be submitted together with design calculations, references, tables, and charts. Both drawings and design calculations must bear the imprint of the Licensed Professional Engineer's seal and signature for:
 - (1) Sheeting.
- (C) Concrete Mix Design. Must be in accordance with New York City Department of Transportation Standard Specifications **Section 3.05.4 and Section 8.12CRW.4 (L) of this specification.**
- (D) Catalog cut sheets for the following materials:
 - (1) Preformed Bituminous Joint Filler
 - (2) Joint Sealer, Type 2 Cold Applied Sealer in accordance with **Section 2.22** of the New York City Department of Transportation Standard Specifications

8.12CRW.4 METHODS

The sequence of construction must be as detailed below, and as indicated on the contract drawings. The method of construction of any individual item must comply with the appropriate method sections of the specification. Alternatively, the Contractor may propose his own sequence of construction or method subject to approval by the Engineer.

- (A) Contractor must establish his work zone in accordance with the contract plans and **Section 6.70** of the New York City Department of Transportation Standard Specifications.
- (B) The Contractor must sawcut the full depth of the existing the pavement or sidewalk on both sides of the proposed trench width and excavate existing pavement to subbase.
- (C) Excavation.
 - (1) The Contractor will proceed to excavate a trench, a maximum of five (5) feet wide, to the elevation of the proposed subgrade elevation of the retaining wall. Additional excavation may be required to a maximum depth of four (4) feet below the subbase elevation as directed by the Engineer.
 - (2) The trench must be excavated with vertical sides, and must be supported by close sheeting, properly braced, unless otherwise permitted. Sheeting and bracing must extend from at least the existing surface of the ground

to an adequate depth below the subgrade of the structure, except where otherwise specified on the plans, or permitted by the Engineer in writing. Sheeting must be driven below the area of the pilot cut. Driving of sheeting above the pilot cut is subject to the directions of the Engineer.

- (3) Pilot cuts for trenches must not exceed five (5) feet at any time. The Engineer may reduce the depth of the pilot cut should soil and subsurface conditions warrant such action.
- (4) The Engineer may direct the Contractor to use other types of equipment, and to revise the procedure during the excavation of the pilot trench and the driving of the sheeting should it be found necessary to do so.
- (5) Sheeting and bracing must be installed once for the installation of the retaining wall, roadway and all other none utility related work. The Contractor is required to leave the sheeting system in place in order to protect all proposed work, City infrastructure, and private property until such time that sufficient work is complete where sheeting can be removed without adverse effect.
- (6) The Contractor must submit to the Engineer, for approval, the Contractor's method for installation and removal of sheeting and the method for backfilling. The submission must also specify if there are any location(s) where sheeting cannot be removed and detail the reasons why the sheeting cannot be removed. The submission must be signed by and carry the seal of a New York State Licensed Professional Engineer.

(D) DISPOSAL OF WATER FROM TRENCHES

- (1) The Contractor must at all times during the progress of the work keep the trenches and excavations free from water. The water from the trenches and excavations must be disposed of in such a manner as will not cause injury to the public health, nor to public or private property, nor to the work completed or in progress, nor to the surface of the streets, nor cause any interference with the use of the same by the public. All sewers used for disposal of water from the trenches and excavation during construction must be acceptably cleaned.
- (2) When in order to comply with the (1) above, it is deemed necessary to widen sewer trenches and excavations beyond the allowable maximum width, to permit the installation of well points, the Contractor will, as directed by the Engineer, provide either pipe of additional strength or concrete encasement at no additional cost to the City.
- (3) The Contractor must, with the Contractor's own equipment, provide dewatering of non-contaminated water, where required, at no additional cost to the City. The cost for all labor, equipment, materials, testing, insurance, etc., required to dispose of water from the trenches must be deemed to be included in the prices bid for all items of the contract.

(E) FENCE

- (1) The Contractor must completely enclose by temporary fences all trenches and excavations and all other potentially hazardous locations as determined by the Engineer, as soon as such conditions exist. Fences must be constructed and placed in accordance with **Section 6.34 ACT** this I-Pages.

(F) TEMPORARY WALKS AND BRIDGES

- (1) Where specified or required, the Contractor must construct and maintain, as directed, suitable temporary walks and bridges for pedestrians and vehicles. Temporary walks and/or bridges must be installed across trenches at all active hydrant locations and crosswalks specified, required or ordered.
- (2) All designated pedestrian walks, crosswalks and bridges must be protected from the excavation area and the construction operation through the use of an approved barrier, temporary fence, or other temporary devices and in a manner approved by the Engineer. As a minimum requirement, pedestrian crossings over excavations must be constructed with steel plates and lined on both sides of the plates with temporary fence attached to timber curbs. Where steel plates cannot be used a substantial timber walk or bridge must be constructed with temporary fence attached to timber curbs on both sides of the walk or bridge. Such crossings must have a clear distance between timber curbs with fencing of not less than three (3) feet in width.
- (3) All temporary walks, crosswalks and bridges must be maintained in a safe, neat, clean and satisfactory condition and must be suitably lighted at night. All walks, bridging and decking must be firmly secured so as to eliminate any possible shift or movement.
- (4) All timber walks, bridging and decking together with their supporting structures must be submitted for approval prior to commencement of construction operations in accordance with **Subsection 40.02.14** of the NYCDEP Standard Sewer and Water Main Specifications and must be constructed in accordance with the approved drawings.

(G) PREPARATION OF SUBGRADE

- (1) Before any concrete may be placed, the subbase course must be fine graded to a tolerance of plus one quarter (+1/4") inch of true grade for the subbase. High areas must be trimmed to proper elevation. Low areas may be filled with lightweight fill. The subbase course must be fine graded at least twelve (12") inches beyond the outside edge of proposed forms.
- (2) The subbase course must be uniformly moist when the concrete is placed. If it subsequently becomes too dry, the subbase course must be sprinkled, but the method of sprinkling must not be such as to form mud or pools of water.

(H) FORMWORK

- (1) All formwork must be constructed in accordance with NYCDEP Standard Sewer and Water Main Specifications, **Section 40.05** and approved shop drawings.
- (2) Prior to placing the foundation course, forms must be securely anchored and braced to prevent any movements or changes in width or alignment during construction operations.
- (3) Base Support. The subbase under the forms must be compacted and true to grade so that the form, when set will be firmly in contact for its whole length and at the specified grade. Any part of the subbase course at the

form line found below the established grade must be filled with approved lightweight fill for a distance at least six (6") inches on each side of the form base, and thoroughly compacted. Imperfections or variations above grade must be corrected by cutting as necessary.

- (4) Form Setting. Forms must be set wherever possible as determined by the Engineer. Forms must be staked into place with not less than three (3) pins or stakes for each ten (10') foot section. A pin must be placed at each side of every joint. Form sections must be tightly locked, free from play or movement in any direction. The forms must not deviate from true line by more than one-quarter (1/4") inch at any point.
- (5) Forms must not be removed without the permission of the Engineer. In general, forms must not be removed until the concrete has hardened sufficiently to safely support its own load plus any superimposed loads that might be placed thereon.
- (6) Forms must be left in place a minimum of 48 hours from the date of placing concrete. The Contractor must be fully responsible for the concrete at all times, and any damage to the work, including any caused by premature removal of forms, must be repaired or replaced by the Contractor, to the satisfaction of the Engineer and without any cost to the City of New York.

(I) REINFORCEMENT

Install reinforcement in accordance with approved shop drawings and the Contract Drawings.

(J) CONCRETE

Concrete must not be placed into the forms until the Engineer has inspected and approved the placing of reinforcement. The concrete must be vibrated internally or externally, or both, as ordered by the Engineer. Vibrating must be done with care and in such manner as to avoid both displacement of reinforcement and segregation of aggregate.

(K) EXPANSION JOINTS

- (1) Expansion joints must be spaced a maximum of Seventy Five (75')-feet and a minimum of Fifty (50') feet.
- (2) A one piece premolded bituminous joint filler, three-quarter (3/4") inch thick, must be installed continuously across the cross section of the wall. It must be installed not less than three-quarters (3/4") inches or more than one and one-quarter (1-1/4") inches below the top of the pavement surface and must extend to the bottom of the footing. The bituminous joint filler must be protected on top by a cap and supported at the center of the joint by an approved support assembly.
- (3) Expansion joints must be spanned by plain round dowels placed twelve (12) inches on center, with the first and last bars positioned six (6) inches from the edge of the wall and footing, along the center line of the cross section. The projecting ends of the dowels must be thoroughly greased or coated with bituminous paint for the entire one-half length and the extreme end of each bar for three (3") or four (4") inches must be

encased in an approved, snugly fitting, water-proofed tube which must have one end closed. Provision must be made for about one (1") inch expansion in the closed end of the tube. Other devices that are approved by the Engineer for transferring loads may be used.

(L) TREMIE CONCRETE

- (1) Use a tremie tube, pipeline, or similar method to place concrete under 32 - 90°F water in one continuous operation. Since the tremie tube and the pipeline are both tubes, the word "tube" in this specification refers to either type, except where specific reference is made to either the tremie tube or the pipeline.

Unless noted differently on the plans, use G concrete as described in Table, Underwater Concrete Mixtures. Substitute Class GG Concrete when clear openings between closely spaced objects such as reinforcement bars are less than 3 inches. Pozzolan replacement may be omitted for small placements in a fresh water environment when approved by the Engineer.

Tremie concrete mixes approved by NYSDOT will be accepted for use. Concrete must achieve a compressive strength of 4000 psi by 28 days.

Underwater Concrete Mixtures						
Concrete Class	T.C.M. ¹ Content (lb/cy)	Sand % Total Agg. (solid volume)	Water/ cementitious materials (by weight)	Air Content % desired (Range)	Slump Range (in)	Type of Coarse Aggregate Gradation
G	727	45.0	0.45	6.0 (4.0 – 8.0)	6-7	#56
GG	800	45.0	0.45	6.0 (4.0 – 8.0)	6-7	#7

¹ Total Cementitious Material

² Class G and GG require the replacement of Portland cement with 20% pozzolan, and the addition of a water- reducing and retarding admixture.

- (2) Coarse Aggregates
Use only crushed stone, crushed gravel, or crushed slag meeting the requirements of the NYCDOT Standard Highway Specification, **Section 2.02.**

Place concrete on prepared areas cleaned of all debris, mud, or other unsuitable material.

Submit a list of equipment, including back-up, and a schedule for transporting and placing concrete, to the Engineer for review at least 20 working days prior to concrete placement. The Contractor must be responsible to design a tremie placement, with appropriate forming, that maintains a minimum vertical rise of 1 foot per hour for the overall area and a minimum placement rate of 40 cubic yards per hour, unless fluid concrete pressure requires a reduced placement rate.

Place fresh concrete before stiffening and initial set of the adjacent concrete to ensure a good bond and avoid cold joints. If a delay occurs, determine stiffening and initial set by probes or other methods approved by the Engineer. Stop the operation if the placement cannot be continued before initial set of the adjacent concrete and immediately contact the Engineer.

(3) Methods of Placement. The tremie tube and pump and pipeline are the most common methods.

(a) Tremie Tube Method (Open System). This method uses a vertical tube open at the top, where concrete is delivered to the top and falls down the tube.

i. Tremie tube size must be based on the delivery system used by the Contractor.

Delivery System Inside Diameter	Inside Diameter
Large volume, such as crane and bucket 10 inches minimum	10-inch min.
Small volume, such as pump line or conveyor 5 inches minimum	5-inch min.

ii. Use a sturdy hopper or funnel with a bottom opening smaller than the tremie tube diameter to transfer concrete into the tremie tube. The capacity and shape of the hopper or funnel depends on the volume and type of concrete delivery system. A device with the same size bottom opening may be used if a 1 1/2 to 2 inch diameter breather tube is installed to reach 1 foot or more down into the tremie tube.

iii. Install a safe work platform at the top of the tremie tube.

(b) Pump and Pipeline Method (Closed System) This method uses a vertical tube, attached to a closed tube system, where concrete is pumped to the top and falls down the tube.

i. Use pipe with a minimum inside diameter of 5 inches.

ii. Install a minimum 2 inch diameter air vent or valve connection, or leave the pipe joint loose without a gasket, near the high point of the downgrade, 1 to 4 feet below the point where concrete starts falling down the pipe, to allow air displaced by concrete to escape, and admit air to prevent a siphoning effect.

iii. Class G concrete, the mix noted on the plans, or a "cement-water" grout may be used for pipeline lubrication and placed in the forms. Waste any other concrete mix used to lubricate pipeline.

- (4) Placement Tubes for Tremie Tube or Pump and Pipeline Method. Clearly mark each tube in at least 1 foot increments (numbered every 5 feet) to show depth to the outlet. Use watertight joints. Place tubes no more than 15 feet from the forms and no more than 30 feet on center.
 - (a) Open end tubes install a separate tube at each placement point, as loss of seal occurs when the embedded end of this tube type is removed from fresh concrete under water. Once started, do not relocate or remove open end tubes until completion of the concrete placement at that location. If loss of seal occurs, remove and seal the tube with a watertight plate or plug for restarting. Restart tremie placement only if a seal can be reestablished using a dewatered tube where the outlet can be surrounded by fresh concrete.
 - (b) End-valve sealed tubes install the number of tubes based on the minimum placement rate defined in (a). General, as the seal is maintained when the embedded end of this type is removed from fresh concrete under water. Raise the end of the tube to about 3 feet below the fresh concrete surface. Then, close the valve with the tube 1/2 full of concrete (1/2 the water depth), and slowly remove the tube. Reverse this procedure upon relocation in fresh concrete.
- (5) Dewatering. When necessary, proceed with dewatering at least 4 days after completion of concrete placement, unless noted differently on the Contract Plans or as ordered by the Engineer. After dewatering, continue curing and excavate one or more sumps to provide for pumping of accumulated water. Excavate sumps outside of areas which will receive new concrete, or as approved by the Engineer.
- (6) Concrete Evaluation.
 - (a) Nondestructive Testing. Use as directed by the Contract, or as approved by the Engineer.
 - (b) Cores. Obtain cores in the presence of the Engineer at locations and to depths shown on the contract plans. Take 2 1/8-inch cores, no earlier than 7 days after concrete placement. Core must be drilled using a double tube, swivel type core barrel. If at any time the core barrel is withdrawn more than 1 1/4 inches, the core barrel must be removed from the hole and the core removed from the barrel.

Obtain 100% recovery from each core hole, as less is presumed to indicate defective concrete. Use a 5 foot nominal length of core drill run. Record core boring log data in accordance with drilling log requirements

Label and pack all cores, Marking, Packaging and Transporting Samples to an approved testing facility, for evaluation.

- (7) Driller's Logs. The forms for the driller's logs, , must have the following information legibly printed on them by the Contractor:
- Contractor Name, Number
 - Project Identification Number (PIN), Project Name
 - Date Started and Finished
 - Hole Number
 - Weight and Fall of Hammer (Casing)
 - Weight and Fall of Hammer (Sampler)
 - Casing and Sampler Size
 - Inspector Name
 - Structure Name/Number
 - Penetration Records (Blows on Casing, Drive Pipe and Sampler)
 - Sample numbers
 - Groundwater Data
 - Depth at which drill water was first used
 - Depth at which groundwater was first encountered
 - Length of Run
 - Percent Recovery
 - Number of Pieces
 - Depth Core Obtained
 - Size of Core Obtained
 - Type of Core Barrel
 - All pertinent remarks and comments
- (8) Defects. Obtain additional cores for further investigation from areas which contain voids, honeycombing, seams, or other defects. The Engineer will determine the number and location of additional core holes. Repair defects with grout when approved by the Engineer. Placements with defects determined to be unrepairable by grouting will be rejected. Alternate repair techniques require Engineer approval.
- (9) Grout Repairs and Grout Placements. This section only applies for underwater grout placements limited to quickly filled areas, such as core drill holes, small piles up to 1 foot in diameter, and other small voids. Use prepackaged, dry component to which water or emulsified compound is added, used for concrete repair, containing no metallic expansion aides, to which no aggregate may be added, and meeting the requirements of Table below. Concrete Grout Material, for the grout proportioned as specified or as approved by the Engineer

Concrete Grout and Anchoring Material			
Test Requirement	Min.	Max.	
Initial Set (minutes)	3.0	10	
Expansion (%)		0.4	ASTM C-1090
Dry Cure Shrinkage (%)		0.05	ASTM C157
1 Day Compressive Strength (psi)	3000	-	ASTM C-109
7 Day Compressive Strength (psi)	6000	-	ASTM C-109
Splitting Tensile Strength (psi)4. Bond Strength (ASTM C-1042 Modified) at 28 days: 2000 psi min.	1000	-	ASTM C-496
Flexural Strength (Modulus of Rupture (psi)	1200		ASTM C-78
Bond Strength (psi)	2000		ASTM C-1042

- (10) When the Engineer grants approval for repairs, the proposed grouting method must be performed by cleaning out and filling all defects and core drill holes with grout. Position a grout tube (2 inches or less in diameter) about 1 inch off the bottom of the prepared hole until the grouting operation is complete. Start pumping (closed system) or filling a tremie tube (open system) faster than the grout can fall through water. Continue placing grout until the grout coming back out the hole is the same consistency as that going in. Then withdraw the tube.

Additional cores may be required to verify acceptable repairs.

- (11) Tremie Construction Joints. Prepare the top area of the placement receiving new concrete to within 3 inches of the elevation shown on the plans. When joining fresh concrete to concrete that has already set, the concrete in place must have its surface scoured or abraded with a suitable tool to remove all loose and foreign materials. After the surface preparation, the concrete surface, and all porous surfaces to be in contact with new concrete must be thoroughly wet using potable water for 12 hours with soaker hoses or the use of burlap/burlene/etc. to maintain moisture. The Contractor must remove any puddles of free-standing water with oil-free compressed air, and protect the surfaces from drying, so the existing concrete remains in a clean, saturated, surface-dry condition until placement of the new concrete.

Fill any low areas with a leveling course of Class A concrete (or Class D for 1 1/2 to 5 inches thick placements).

Fill sumps with concrete or stone, as ordered by the Engineer.

(M) REMOVING FORMS AND BACKFILLING

- (1) Prior to the backfilling of trenches and excavations all formwork must be removed.
- (2) Unless otherwise provided, forms must not be removed from freshly placed concrete until it has cured for at least forty eight (48) hours. Forms must be removed carefully so as to avoid damage to the pavement. After the forms have been removed, the sides of the slab must be cured as specified above. Major honeycombed areas along the edge of a slab, as determined by the Engineer, will be considered defective concrete

and must be removed and replaced; minor honeycombed areas must be patched smoothly with approved material.

- (3) Backfilling must be done in accordance with New York City Department of Transportation Standard Specifications **Section 4.11**.

(N) PROTECTION

- (1) During unfavorable weather, or when otherwise required, the retaining wall must be protected with canvas supported by suitable frames to prevent it from resting on the concrete, or by other approved methods. The protective materials must remain in place until the concrete has hardened sufficiently, in the judgment of the Engineer, to warrant their removal. Sufficient canvas or other approved materials necessary for full protection of the pavement must be provided and be available for immediate use at all times.

(O) REMOVAL OF SHEETING

- (1) The sheeting must be removed in lifts during the backfilling operation in order to permit proper placement and compaction of material against the structure and the earth bank. This work must be accomplished in conjunction with the removal of wales and braces. In no case must the lifts for sheeting exceed the specified or otherwise approved depth of compaction layer.
- (2) The Contractor must submit to the Engineer, for approval, the Contractor's method for installation and removal of sheeting and the method for backfilling the trench. The submission must also specify if there are any location(s) where sheeting cannot be removed and detail the reasons why the sheeting cannot be removed. The submission must be signed by and carry the seal of a New York State Licensed Professional Engineer. These methods must be strictly adhered to.
- (3) Sheeting must not be removed without prior approval by the Engineer.
- (4) Unless otherwise specified in the Contract Drawings or these specifications, the Contractor must remove all sheeting and bracing throughout this project as per **Subsection 40.05.7** of the NYCDEP Standard Sewer and Water Main Specifications.

8.12CRW.5 MEASUREMENT. The quantity measured payment must be the linear feet of retaining wall constructed, measured in place along the top of the wall, adjusted for strength deficiencies in accordance with NYCDOT Standard Highway Specifications, **Section 5.04**.

8.12CRW.6 PRICE TO COVER. The contract prices bid per linear foot of retaining wall must cover the cost of all labor, materials, equipment, insurance, and incidentals required to furnish and install the retaining wall complete in place in full compliance with the requirements of the specifications, including, but not limited to, preparation and submission of shop drawings, calculations, concrete mix design, and catalog cuts; providing temporary walks and bridging; furnishing, installing and removing sheeting; dewatering; furnishing and installing steel reinforcement, dowel bars and all other steel bars required; furnishing and placing concrete of all required types; supports, forms, joint filler and joint sealer; curing; repairs to and replacement of damaged and defective wall; furnishing and placing granular subbase and plastic filter fabric;

damping of the subgrade; any and all required protective measures; to furnish such samples for testing and to maintain the wall in good condition as specified in **Section 5.05** of the NYCDOT Standard Highway Specifications; and completing the work all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

The Contractor is notified that payment for the cost of excavating, Item 6.02AAN; furnishing, delivering and placing lightweight fill, Item 4.11A; handling, transportation, and disposal of contaminated and/or hazardous soil, Items 8.01 C1 and 8.01 H; and removal, treatment and discharge/disposal of contaminated water, item 8.01 W1 must be made under the unit price bid for the respective bid items.

Payment will be made under:

Item No.	Item	Pay Unit
8.12 CRW	Concrete Retaining Wall	L.F.

SECTION 8.22 PB SHEET WATERPROOFING

- 8.22PB.1 INTENT.** This section describes a modified bituminous sheet, single ply, self-adhering, rubberized asphaltic sheet membrane waterproofing system for vertical surfaces.
- 8.22PB.2 SUBMITTALS.** Submittals must be in accordance with NYCDOT Standard Highway Specifications, **Section 1.06.31**.
- (A) Product Data: Include manufacturer's written instructions for evaluating, preparing, and treating substrate, technical data, and tested physical and performance properties of waterproofing.
 - (B) Shop Drawings: All Shop Drawing submittals must be as per **Section 1.06.13** of the NYCDOT Standard Highway Specifications. Show locations and extent of waterproofing. Include details for substrate joints and cracks, sheet flashings, penetrations, inside and outside corners, tie-ins with adjoining waterproofing, and other termination conditions.
- 8.22PB.3 MATERIALS.**
- (A) WATER PROOFING MEMBRANE: Pliable, self-adhesive membrane composed of high-strength polyethylene, factory coated on side with a layer of rubberized asphalt in minimum uniform thickness of 0.060 inch.
 - (B) CONCRETE AND MASONRY PRIMER: Asphaltic primer as recommended by the membrane waterproofing materials' manufacturer and conforming generally to ASTM D41.
 - (C) PROTECTION BOARD: Rigid asphaltic-composition board as recommended by the membrane waterproofing materials manufacturer, nominal 1/4-inch thick or structural insulating board conforming to ASTM C208, applied and held in place with adhesive recommended by the membrane waterproofing materials manufacturer.
- 8.22PB.4 METHODS.**
- (A) SURFACE PREPARATION:
 - (1) Clean, prepare, and treat substrates according to manufacturer's written instructions. Provide clean, dust-free, and dry substrates for waterproofing application.
 - (2) Mask off adjoining surfaces not receiving waterproofing to prevent spillage and overspray affecting other construction.
 - (3) Remove grease, oil, bitumen, form-release agents, paints, curing compounds, and other penetrating contaminants or film-forming coatings from concrete.
 - (4) Remove fins, ridges, mortar, and other projections and fill honeycomb, aggregate pockets, holes, and other voids.
 - (5) Prepare, fill, prime, and treat joints and cracks in substrates. Remove dust and dirt from joints and cracks according to ASTM D 4258.

- (6) Treatment at expansion joints, isolation joints, and other discontinuous joints varies. Verify recommendations of sheet waterproofing manufacturer.
 - (7) Bridge and cover discontinuous deck-to-wall and deck-to-deck joints with overlapping sheet strips.
 - (8) Invert and loosely lay first sheet strip over center of joint. Firmly adhere second sheet strip to first and overlap to substrate.
 - (9) Corners: Prepare, prime, and treat inside and outside corners according to per manufacturer instructions.
 - (10) Prepare, treat, and seal vertical and horizontal surfaces at terminations and penetrations through waterproofing and at drains per manufacturer instructions.
- (B) APPLICATION:
- (1) Install modified bituminous sheets according to waterproofing manufacturer's written instructions.
 - (2) Apply primer to substrates at required rate and allow it to dry. Limit priming to areas that will be covered by sheet waterproofing in same day. Reprime areas exposed for more than 24 hours.
 - (3) Apply and firmly adhere sheets over area to receive waterproofing. Accurately align sheets and maintain uniform two and half (2-1/2") inch minimum lap widths and end laps. Overlap and seal seams and stagger end laps to ensure watertight installation.
 - (4) Apply continuous sheets over sheet strips bridging substrate cracks, construction, and contraction joints.
 - (5) Seal exposed edges of sheets at terminations not concealed by metal counter flashings or ending in regrets with mastic.
 - (6) Repair tears, voids, and lapped seams in waterproofing not complying with requirements. Slit and flatten fishmouths and blisters. Patch with sheet waterproofing extending six (6") inches beyond repaired areas in all directions.
 - (7) Install protection course with butted joints over waterproofing membrane immediately.
 - (8) Correct deficiencies in or remove sheet waterproofing that does not comply with requirements; repair substrates, reapply waterproofing, and repair sheet flashings.
- (C) PROTECTION AND CLEANING:
- (1) Do not permit foot or vehicular traffic on unprotected membrane.
 - (2) Protect waterproofing from damage and wear during remainder of construction period.
 - (3) Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

8.22PB.5 MEASUREMENTS.

The quantity of Sheet Waterproofing to be measured for payment must be the number of actual square feet installed, measured along on the building exterior

face, within the limits established. No quantity will be included for material waste, material used to provide the overlaps, trim, or other accessories as required by manufacturer for a proper, warrantable installation.

8.22PB.6 PRICE TO COVER.

The contract bid per square feet for sheet waterproofing system must cover all labor, plant, materials, equipment, insurance, and incidentals necessary to satisfactorily complete the work of furnishing and installing Sheet Waterproofing; all in accordance with Contract Drawings, the specifications, and directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
8.22 PB	SHEET WATERPROOFING	S.F.

**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. 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 under this section in accordance with the plans, the specifications and the directions of the Engineer.

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.	Item	Pay Unit
8.32	BARK CHIP MULCH	S.Y.

**SECTION 9.13 HD
HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE**

9.13HD.1 INTENT

This section describes the furnishing and installation of High-Density Polyethylene Pipe (HDPE) and all its components as part of this project, as shown on the Contract Drawings and as directed by the Engineer.

All work of connecting and joining to other pipes or drainage structures, including, but not limited to, connecting pieces, and excavation, bedding and backfill, must be deemed to be included under this item.

9.13HD.2 MATERIALS

(A) Pipe: HDPE pipe must have a full circular cross-section, with a corrugated exterior wall and a smooth inner wall (waterway). Corrugations may be either annular or spiral. HDPE pipe must be made from virgin polyethylene compounds that conform to the requirements of cell classification 424420C (ESCR Test Condition B) for 4 through 10-inch diameters as defined and described in ASTM D 3350, except that carbon content should not exceed 4%. All pipe and pipe connections must be soil-tight and must be made by the same manufacturer to ensure compatibility of materials.

(B) Fittings: Pipe fittings must not reduce or impair the overall integrity or function of the pipe line. Fittings may be either molded or fabricated. Common corrugated fittings include in-line joint fittings, such as couplers, and branch or complimentary assembly fittings such as tees, and end caps, etc. These fittings may be installed by various methods, such as snap-on, screw on, bell and spigot, and wrap around. Couplings must provide sufficient longitudinal strength to preserve pipe alignment and prevent separation at the joints. Only fittings supplied or recommended by the pipe manufacturer must be used to ensure compatibility of materials. Where recommended by manufacturer, a neoprene or rubber gasket must be supplied for joint fittings. All pipe fittings and pipe connections must be soil-tight.

9.13HD.3 SUBMITTALS

Contractor must submit for Engineer's approval product data and installation details for HDPE pipe, pipe fittings, and connections.

9.13HD.4 METHODS

(A) Installation of the pipe must be in accordance with ASTM Recommended Practice D 2321, unless specified otherwise in the Contract Documents.

(B) Installation:

- (1) Install and maintain proper Erosion and Sediment Control Measures during construction, as directed by the Engineer, to avoid clogging of the pipes. During the progress of the work, the exposed ends of the pipe must be provided with approved temporary covers fitted to the pipe so as to exclude earth and other materials.

- (2) Trench excavation must be to a minimum depth of 6" below the outside bottom of the pipe. Unless otherwise directed, the trench must be fully excavated for its entire length before any pipes are laid therein. Refer to Contract Drawings for pipe inverts. Where trench bottom is unstable, the Contractor must excavate to a depth as required by the Engineer and replace with suitable material as specified by the Engineer. Width of trench must be as per pipe manufacturer's recommendations.
- (3) Place a 6" minimum depth of bedding material. Bedding material must be compacted select granular fill; for select granular fill gradation requirements, see **Section 4.11.3.(C)** of the NYCDOT Standard Highway Specifications.
- (4) Pipe damaged from handling or any cause whatsoever, whether in or out of the trench, must be replaced and removed from the site of the work by and at the sole expense of the Contractor.
- (5) Lay HDPE pipe as per manufacturer's recommendations over bedding material. All pipe must be laid in reasonably close conformity to line and grade and must have a full, firm and even bearing at each joint and along the entire length of pipe. Joint misalignment must not result in offsets, in the interior smooth liner, greater than one-quarter (1/4") inch. Pipe laying must begin at the downstream end and progress upstream. Any single run of pipe, excluding end sections, must consist wholly of the same type material unless otherwise directed by the Engineer. No section of pipe used must be less than three (3') feet in length. Keep trenches dry during pipe laying.
- (6) Provide for and install all joints, couplings, fittings, rings and connections as per manufacturers' instructions and applicable ASTM and ANSI standards. Clean joint contact surfaces immediately prior to joining. Use lubricants, primers, or adhesives as recommended by the pipe or joint manufacturer.
- (7) Initial backfill material must be select granular fill and must envelope the pipe, under the haunches and around the sides up to a minimum height of six (6") inch above the pipe, and compacted in six inch (6") layers. Trench and backfill width must be as per manufacturer's recommendations.
- (8) Any sediment which enters pipes during construction must be removed within 24 hours.
- (9) Prior to project completion, and as directed by Engineer, the Contractor must clean pipes by removing all accumulated sediment and debris.
- (10) Do not remove Erosion and Sediment Control measures until site is fully stabilized.

9.13HD.5 MEASUREMENT

The quantity of High-Density Polyethylene Pipe in the diameter noted to be paid for under this Item must be the number of linear feet (laying length) of HDPE pipe and fittings, measured horizontally along the center line of the pipe, installed to the satisfaction of the Engineer.

9.13HD.6 PRICE TO COVER

The contract price bid must be a unit price per linear foot of High-Density Polyethylene Pipe in the diameter noted, furnished and installed as shown on the Contract Drawings and must include the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work, including, but not

limited to, excavation of all materials of whatsoever nature encountered (except the excavation of boulders in open cut and ledge rock); furnishing and installing bedding, sheeting and bracing, backfilling; cleaning up; furnishing and installing pipe and fittings; and connecting and joining pipe to other pipes or drainage structures; all in accordance with the Contract Drawings, the specifications and directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
9.13 HD	6" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE	L.F.

**SECTION 9.60 PS
PLASTIC SIDING****9.60PS.01 INTENT.**

Under this section, the Contractor must furnish and install plastic siding in the manner shown on the Contract Drawings. The purpose of this work to repair/replace existing siding that has to be removed from the side of a home where, the existing siding elevation interfering with the new site grades.

9.60PS.02 SUBMITTALS

- (A) Product Data: For each type of product, include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
 - (1) For vinyl siding, include VSI's official certification logo printed on Product Data.
- (B) Samples for Initial Selection: For vinyl siding including related accessories.
- (C) Samples for Verification: For each type, color, texture, and pattern required.
 - (1) 12-inch long-by-actual-width Sample of siding.
 - (2) 24-inch-wide-by 36-inch high Sample panel of siding assembled on plywood backing.
 - (3) 12-inch-long-by-actual-width Sample of soffit.
 - (4) 12-inch-long-by-actual-width Samples of trim and accessories.
- (D) Qualification Data: For vinyl siding Installer.
- (E) Product Certificates: For each type of vinyl siding.
- (F) Research/Evaluation Reports: For each type of vinyl siding required, from ICC-ES.
- (G) Sample Warranty: For special warranty.

9.60PS.03 QUALITY ASSURANCE

Vinyl Siding Installer Qualifications: A qualified installer who employs a VSI-certified Installer on Project.

9.60PS.04 DELIVERY, STORAGE, AND HANDLING

- (A) Deliver and store packaged materials in original containers with labels intact until time of use.
- (B) Store materials under cover.

9.60PS.05 WARRANTY

- (A) Special Warranty: Manufacturer agrees to repair or replace products that fail in materials or workmanship within specified warranty period.
 - (1) Failures include, but are not limited to, the following:
 - a. Structural failures including cracking, fading, and deforming.
 - b. Fading is defined as loss of color, after cleaning with product recommended by manufacturer, of more than 4 Hunter color-difference units as measured according to ASTM D 2244.
 - c. Warranty Period: 20 years from date of Substantial Completion.

9.60PS.06 MATERIALS.

Source Limitations: Obtain products, including related accessories, from single source from single manufacturer.

(A) VINYL SIDING

- (1) Vinyl Siding: Integrally colored product complying with ASTM D 3679.
- (2) Vinyl Siding Certification Program: Provide products that are listed in VSI's list of certified products.
- (3) Horizontal Pattern: Match existing pattern
- (4) Vertical Pattern: Match existing pattern
- (5) Texture: Match existing texture
- (6) Nominal Thickness: Match existing or greater
- (7) Nailing Hem: Double thickness.
 - a. Finish: Wood-grain print with clear protective coating containing not less than 70 percent PVDF.
- (8) Colors: To match existing

(B) ACCESSORIES

- (1) Siding Accessories, General: Provide starter strips, edge trim, outside and inside corner caps, and other items as recommended by siding manufacturer for building configuration.
 - a. Provide accessories made from same material, matching existing color and texture of adjacent siding unless otherwise indicated.
- (2) Vinyl Accessories: Integrally colored vinyl accessories complying with ASTM D 3679 except for wind-load resistance.
- (3) Flashing: Provide flashing complying with Section **9.60 SMF Sheet Metal Flashing and Trim** (this I-Page) at window and door heads and where indicated.

(C) Fasteners:

- (1) For fastening to wood, use siding nails or ribbed bugle-head screws of sufficient length to penetrate a minimum of 1 inch into substrate.
- (2) For fastening to metal, use ribbed bugle-head screws of sufficient length to penetrate a minimum of 1/4 inch, or three screw-threads, into substrate.
- (3) For fastening vinyl stainless-steel fasteners. Where fasteners are exposed to view, use prefinished aluminum fasteners in color to match item being fastened.

9.60PS.07 METHODS.

Examine substrates for compliance with requirements for installation tolerances and other conditions affecting performance of vinyl siding and related accessories. Proceed with installation only after unsatisfactory conditions have been corrected.

(A) PREPARATION

- (1) Clean substrates of projections and substances detrimental to application.

(B) INSTALLATION

- (1) General: Comply with manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.
- (2) Center nails in elongated nailing slots without binding siding to allow for thermal movement.
- (3) Install vinyl siding and related accessories according to ASTM D 4756.
 - a. Install fasteners for horizontal vinyl siding no more than 16 inches o.c.
 - b. Install fasteners for vertical vinyl siding no more than 12 inches o.c.
- (4) Install joint sealants per manufacturer's instructions. Ensure sealants produce a weathertight installation.

(C) ADJUSTING AND CLEANING

- (1) Remove damaged, improperly installed, or otherwise defective materials and replace with new materials complying with specified requirements.
- (2) Clean finished surfaces according to manufacturer's written instructions and maintain in a clean condition during construction.

9.60PS.08 MEASUREMENT.

The quantity of Plastic Siding to be measured for payment must be the number of actual square feet installed, measured along on the building exterior face, within the limits established, in writing by the Engineer, prior to performing the work. No quantity will be included for material waste, material used to provide the overlaps, trim, or other accessories as required by manufacturer for a proper, warrantable installation.

9.60PS.09 PRICE TO COVER.

The unit price bid per square feet for this item must include the cost of furnishing all labor, materials, plant, equipment, insurance, samples, and incidentals necessary to complete the work including the cost of preparing the surface upon which the plastic siding is placed, all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
9.60 PS	PLASTIC SIDING	S.F.

**SECTION 9.60 SMF
SHEET METAL FLASHING AND TRIM**

9.60 SMF.1 INTENT. This section describes the installation of Sheet Metal Flashing in conjunction with repairs to exterior building walls

9.60 SMF.2 COORDINATION

- (A) Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- (B) Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

9.60 SMF.3 SUBMITTALS

- (A) Product Data: For each type of product.
 - (1) Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.
- (B) Shop Drawings: For sheet metal flashing and trim.
 - (1) Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work.
 - (2) Include identification of material, thickness, weight, and finish for each item and location in Project.
 - (3) Include details for forming, including profiles, shapes, seams, and dimensions.
 - (4) Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
 - (5) Include details of termination points and assemblies.
 - (6) Include details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points.
 - (7) Include details of special conditions.
 - (8) Include details of connections to adjoining work.

9.60 SMF.4 QUALITY ASSURANCE

- (A) Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

9.60 SMF.5 DELIVERY, STORAGE, AND HANDLING

- (A) Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.

- (B) Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

9.60 SMF.6 GENERAL REQUIREMENTS

(A) GENERAL

Sheet metal flashing and trim assemblies must withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim must not rattle, leak, or loosen, and must remain watertight.

(B) THERMAL MOVEMENTS

Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces]

(C) SHEET METALS

- (1) General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- (2) Stainless-Steel Sheet: ASTM A 240/A 240M, Type 304, dead soft, fully annealed; with smooth, flat surface.
- (3) Finish: 2D (dull, cold rolled)
- (4) Stainless Steel: 28 gauge

(D) UNDERLAYMENT MATERIALS

- (1) Felt: ASTM D 226/D 226M, Type II (No. 30), asphalt-saturated organic felt; nonperforated.

(E) MISCELLANEOUS MATERIALS

- (1) General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal unless otherwise indicated.
- (2) Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.
 - a. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.
- (3) General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC

sealing washers under heads of exposed fasteners bearing on weather side of metal.

- b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
- (4) Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, non-sag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.
 - (5) Elastomeric Sealant: ASTM C 920, elastomeric silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

(F) FABRICATION, GENERAL

- (1) General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
 - a. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 - b. Obtain field measurements for accurate fit before shop fabrication.
 - c. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
 - d. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- (2) Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- (3) Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
- (4) Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.
- (5) Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- (6) Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.
- (7) Do not use graphite pencils to mark metal surfaces.

(G) WALL SHEET METAL FABRICATIONS

- (1) Through-Wall Flashing: Fabricate continuous flashings in minimum 96-inch long, but not exceeding 12-foot long, sections, under copings, and at shelf angles. Fabricate discontinuous lintel, sill, and similar flashings to extend 6 inches beyond each side of wall openings; and form with 2-inch high, end dams. Fabricate from the following materials:
 - a. Stainless Steel: 28 gauge
- (2) Opening Flashings in Frame Construction: Fabricate head, sill, jamb, and similar flashings to extend 4 inches beyond wall openings. Form head and sill flashing with 2-inch high, end dams. Fabricate from the following materials:
 - a. Stainless Steel: 28 gauge
- (3) Wall Expansion-Joint Cover: Fabricate from the following materials:
 - a. Stainless Steel: 24 gauge

9.60 SMF.7 CONSTRUCTION METHODS

- (A) Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
 - (1) Verify compliance with requirements for installation tolerances of substrates.
 - (2) Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
 - (3) Verify that air- or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- (B) Proceed with installation only after unsatisfactory conditions have been corrected.
- (C) UNDERLAYMENT INSTALLATION
 - (1) Felt Underlayment: Install felt underlayment, wrinkle free, using adhesive to minimize use of mechanical fasteners under sheet metal flashing and trim. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches.
- (D) INSTALLATION, GENERAL
 - (1) General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 - (2) Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.

- (3) Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 - (4) Space cleats not more than 12 inches apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
 - (5) Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
 - (6) Torch cutting of sheet metal flashing and trim is not permitted.
 - (7) Do not use graphite pencils to mark metal surfaces.
 - (8) Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
- (E) Coat concealed side of sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
- (F) Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- (G) Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
- (1) Use lapped expansion joints only where indicated on Drawings.
- (H) Fasteners: Use fastener sizes that substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- (I) Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- (J) Seal joints as required for watertight construction.
- (1) Use sealant-filled joints unless otherwise indicated. Embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.
- (K) Prepare joints and apply sealants per manufacturer's instructions.

- (L) CLEANING AND PROTECTION
- (1) Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
 - (2) Clean and neutralize flux materials.
 - (3) Clean off excess sealants.
 - (4) Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended by sheet metal flashing and trim manufacturer. Maintain sheet metal flashing and trim in clean condition during construction.
 - (5) Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

9.60 SMF.8 MEASUREMENT. The quantity of Sheet Metal Flashing to be measured for payment must be the number of square feet computed between the limits shown on the Contract Drawings or within the limits established in writing by the Engineer prior to performing the work. No quantity will be included for material used for repair of tears or for material used to provide the overlaps.

9.60 SMF.9 PRICE TO INCLUDE. The unit price bid per square feet for this item must include the cost of furnishing all labor, materials, plant, equipment, insurance, accessories, fasteners, underlayment, sealants, samples, and incidentals necessary to complete the work including the cost of preparing the surface upon which the Sheet metal flashing is placed, all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
9.60 SMF	SHEET METAL FLASHING	S.F.

**SECTION 9.87
MODIFICATION TO VERTICAL LIFT**

9.87.1 INTENT

This section describes the modification to existing vertical lifts due to changes in the ground elevation.

Vertical lifts will be disconnected and removed from the current location, stored and protected; proposed site work, paid for under other contract item numbers, will be completed; vertical lifts will be re-installed and adjusted for new ground floor elevation.

9.87.2 MATERIALS

(A) Vertical Lifts. As per manufacturer's instructions and Chapter 30 of the New York City Building code.

- (1) Bolts, anchors and other materials required to securely fasten vertical lifts to foundation pad.
- (2) Electrical / Mechanical appurtenances as required for the complete re-installation of the vertical lifts to a fully operational state
- (3) Approved, by the NYC Department of Buildings, Alteration Type 2 (Alt 2) with all supporting documentation for the modifications of a vertical lift and concrete pad. At a minimum this will include:
 - (a) PW-1, TR1, TR2, and TR3, and any other forms/documentation required by the DOB for approval/issuance of a work permit.

9.87.3 SUBMITTALS

(A) Prior to commencement of construction activities the Contractor must submit to the Engineer manufacturer's installation instructions for all materials required for the re-installation of the vertical lifts for each type specified including:

- (1) Concrete Pad or foundation requirements
- (2) Bolts, anchors, and/or other requirements to securely re-install the vertical lift
- (3) Electrical/mechanical details for re-installation and adjustment for proper operation to new grades

9.87.4 METHODS

As required by vertical lift manufacturer to properly secure vertical lift to pad and reconnect all equipment for the complete and proper re-installation of the vertical lift in accordance with manufacture instructions and Chapter 30 of the New York City Building code, Section 410 of ICC A117.1 and ASME A18.1.

The electrician performing the works associated with this "Modification to Vertical Lifts" must be licensed by the Department of Buildings to perform electrical work in

New York City. A Special Electrician License is required to request a construction **permit** for electrical work or to perform such work under the employment of a building owner in New York City.

9.87.5 MEASUREMENT

The quantities of vertical lifts to be measured for payment must be the number of vertical lifts removed, stored, protected, re-installed and made fully operational.

9.87.6 PRICE TO COVER

The contract price for "MODIFICATION OF VERTICAL LIFT" must be the unit price bid per each lift modified and must cover the cost of all labor, materials, plant, equipment, samples, tests and insurance required and necessary to remove, store and protect existing lift prior to site construction including but not limited to all the associated with said modification to vertical lift electrical and mechanical work; excavate/remove existing foundations; fill, grade, and install new vertical lift slab foundation; and re-install the vertical lift to proposed grades, fully operational, in accordance with all manufacturer's recommendations and furnishing and installing all other items necessary to complete this work and do all work incidental thereto including all NYC Department of Buildings filing and permits, all in accordance with the plans and specifications, and as directed by the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
9.87	MODIFICATION TO VERTICAL LIFT	EA

**SECTION GI-2.07
CLEAN OPEN GRADED STONE
(NOT A PAY ITEM)**

GI-2.07.1 INTENT

This section describes the types of clean open graded stone also described as stone cover or open-graded stone base in the NYC Department of Environmental Protection Standard Design and Guidelines for Green Infrastructure Practices drawings.

All materials for this work must comply with the latest New York State Department of Transportation, Standard Specifications, Coarse Aggregate, Section 703-02. The stone must be washed and 3/4", 3/8", 1 1/2" and 3" to 4" in sizes.

The thicknesses and locations of the clean open-graded stone must be as shown on the Contract Drawing Details, the DEP Standard Designs and Guidelines for GI or as determined by field conditions and ordered by the Engineer.

GI-2.07.2 MATERIALS

(A) Use of screened rounded gravel is prohibited.

(B) All clean open graded stone material acceptable under this section must be sound, hard, durable, unweathered stone freshly broken. All open graded stone must be double-washed and clean and free of all fines and debris, not contaminated with clay, and free from any organic or other deleterious material.

Table 1 – Sizes of Stone

Size	Nominal Size	US Standard Sieve Sizes (Percent Passing)												
		4 in	3½ in	3 in	2½ in	2 in	1½ in	1 in	¾ in	½ in	3/8 in	No. 4	No. 8	No. 16
A	3/8 in. to No. 8	-	-	-	-	-	-	-	-	100	85 to 100	10 to 30	0 to 10	0 to 5
B1	¾ in.	-	-	-	-	-	-	100	0 to 15	-	-	-	-	-
B2	¾ in. to 3/8 in.	-	-	-	-	-	-	100	90 to 100	20 to 55	0 to 15	0 to 5	-	-
C	1½ in.	-	-	-	-	100	0 to 15	-	-	-	-	-	-	-
D	3 in. to 4 in.	100	90 to 100	0 to 15	-	-	-	-	-	-	-	-	-	-

(C) Clean open graded stone of all types must be aggregate size per Table #1. Thickness, Widths and all dimensions must be as shown on the standard details and contract drawings or as otherwise directed by the engineer. All open graded stone must be properly compacted. The types of aggregate used for each Green Infrastructure Practice will be as per the following Table 2:

Table 2 - Types of default clean open graded stone choices unless otherwise specified on drawings or as directed by the Engineer:

GI Use	Course	Stone Type
Porous Concrete Panels	Screed / Leveling	A
	Reservoir	B1
Permeable Pavers	Screed / Leveling	B2
	Reservoir	C
Porous Asphalt	Screed / Leveling	C
	Reservoir/Asphalt Sub- Base	B1
Bio Swales, & Infiltration Basins	Reservoir Base	D
	Leveling	B1
Rain Gardens & Green Strips	Reservoir Base	D
	Leveling	B1
	Stone Strip Bed	B2
Bio Filter Inlet	Broken Stone Berm	C
Stone Column	n/a	D

GI-2.07.3 SUBMITTALS

- (A) The Contractor, prior to the start of work, must submit to the Engineer for approval samples of the clean open graded stone that have been sampled in accordance with the requirements of ASTM D 75. The minimum size of sample must be in accordance with the requirements of ASTM D 75 – TABLE 1 Minimum size of Field Samples.

- (B) Certified material test reports showing that the clean open graded stones meet the specified requirements must be submitted for each shipment and identified with specific lots prior to installing materials. Clean open graded stones used in the work must conform to the approved samples.
- (C) The manufacturer must submit certified test data to cover each shipment of the material.
- (D) Results of the coarse aggregate gradation analyses, with full reporting of all information in AASHTO sieve sizes, in accordance with the ASTM C 136.
- (E) Results of the void-ratio analyses, with full reporting of all information, in accordance with the ASTM C 29.

GI-2.07.4 CONSTRUCTION METHODS

- (A) Weather Consideration
 - (1) Do not place and/or compact clean open graded stone subbase in rain or snow, or on saturated or frozen subgrade.
 - (2) Do not place and/or screed clean open graded stone base in rain or snow, or on saturated or frozen subbase.
- (B) Stockpiling and Sampling of clean open graded stone Reservoir and Leveling Course Aggregate
 - (1) All material must be stockpiled, unless otherwise directed. Stockpile construction requirements, sampling, testing and acceptance/rejection procedures must be as stipulated in the New York State Department of Transportation Section 703-02 – Coarse Aggregate.
 - (2) No material must be added to a stockpile after the stockpile has been sampled for approval. Only material from approved stockpiles must be placed on the subgrade for this section. The presence of any oversize particles in the stockpile will be cause for rejection of the entire stockpile. No material must be removed for use from any stockpile until the stockpile has been sampled, tested, and approved in writing, by the Engineer, for placement on the subgrade. It must be the duty of the Contractor to furnish suitable and approved excavating equipment for such sampling. Approval of a stockpile for placement on the subgrade must not relieve, in any degree, the full responsibility of the Contractor to furnish, in its compacted position, a subbase course of select granular materials, the final condition of which conforms to all the requirements of the specifications for this section. In the event the Contractor must have a plant or procedure resulting in subbase course material of uniform quality, at a rate satisfactory to the Engineer, and such that satisfactory samples for tests can be obtained, the requirement for stockpiling may be waived. Prior approval of the Engineer must be obtained and the work must be done in accordance with such conditions as may be imposed in the approval. Such waiver must remain in force only so long as a satisfactory material is produced.
- (C) Subgrade Preparation
 - (1) The Subgrade Under The Clean Open Graded Reservoir Course (Sub Base) must not be compacted or permanently covered with geotextile, unless otherwise shown on the Contract Drawings or directed by the Engineer.

(2) Prepared subgrades must not be subject to construction equipment traffic.

(3) Where erosion has caused accumulation of sediment or ponding on the subgrade, remove sediment with light equipment and/or manually. Scarify the underlying soils to a minimum depth of 6 inches with a York type rake, or equivalent equipment.

(4) Restore any subgrade areas damaged by erosion, ponding, or traffic compaction to design line and grades prior to installation of storage reservoir course (layer).

(D) Installation of Reservoir Course (Sub base)

(1) The Reservoir Course Subbase will be installed per specification to the thicknesses and width shown on the contract drawings and as directed by Engineer.

(2) Place 1-1/2" (nominal) size open graded stone, over the prepared subgrade and spread and level evenly by raking to the dimensions shown on the contract drawing details. Do not disturb prepared subgrade or shift, wrinkle or fold the geotextile fabric and/or impermeable liner, and place as shown on the Contract Drawings.

(3) The open graded stone reservoir course material must be spread in equal thickness layers. The spreading of any layer of this material must be done with spreader equipment approved by the Engineer, and to such thickness that the maximum depth of the layer, after compaction, will be 6 inches. Spreading from piles dumped on the roadway will not be permitted. No segregation of large or fine particles will be allowed, but the material, as spread, must be well graded, with no pockets of fine material. Water must be added in such amounts as the Engineer may consider necessary to obtain satisfactory compaction.

(4) Compact layers with an approved vibrating plate compactors or impact rammers until there is no visible movement, weaving or deflection in the surface of the clean open graded stone reservoir course. All the equipment must be approved by Engineer with regards to adjacent structures.

(5) The surface tolerance of the compacted clean open graded stone reservoir course must be + 3/4 in. under a 10-ft straightedge.

(6) The Contractor must assume full responsibility for any contamination and/or degradation of any part of this base during construction and must, at the Contractor's own expense, remove any and all portions of this base which do not conform to the requirements of these specifications and replace these portions with specified material.

(E) Installation of Open Graded Stone Base

(1) The Open Graded Stone Base will be installed per specification to the thicknesses and width shown on the contract drawings and as directed by Engineer.

(2) The Open Graded Stone Base must be placed in equal thickness layers. Prior to backfilling with Open Graded Stone Base the subgrade of the Green Infrastructure Practice must be scarified to ensure no compaction. The placing of any layer of this material must be done so by gravity with no additional compaction to ensure the required void-ratio is maintained. No

segregation of large or fine particles will be allowed, but the material, as placed, must be well graded, with no pockets of fine material.

(3) The Contractor must assume full responsibility for any contamination and/or degradation of any part of this base during construction and must, at the Contractor's own expense, remove any and all portions of this base which do not conform to the requirements of these specifications and replace these portions with specified material.

(F) Installation of Leveling Course (Screed Base Course)

Installation of all screed leveling courses with material specified above will be installed to the thicknesses and widths shown on contract drawings and Standard DEP GI Details.

Before installation of leveling course verify that the open graded stone base, as shown on the Contract Drawings, has been properly placed within the trench and compacted as approved and accepted by the Engineer.

In no case must a leveling course be less than three (3") inches thick for Precast Porous Panels and six (6") inches thick for pavers used in the roadway.

GI-2.07.5 MEASUREMENTS AND PAYMENTS.

No separate payment will be made for this item. Cost must be deemed to be included into the cost for Item **GI-2.17A – Gabions**.

**SECTION GI-2.09DR
GEOTEXTILE FABRIC FOR DRAINAGE
(NOT A PAY ITEM)**

GI-2.09DR.1 INTENT

This section describes geotextile fabric. The Contractor must furnish and install geotextile - drainage fabric as specified herein in accordance with the NYC Department of Environmental Protection Standard Design and Guidelines for Green Infrastructure Practices drawings and as directed by the Engineer.

GI-2.09DR.2 SUBMITTALS

- (A) All submittals must be submitted prior to purchase and must be made in accordance with the requirements of the NYC Department of Transportation Standard Highway Specifications, General Conditions, Subsection 1.06.31.
- (B) Samples: The Contractor must furnish two (2) labeled samples of the geotextiles intended for use in the work for approval and the Engineer's use. The label must include the manufacturer's product name, the type of fabric, and the weight of grade of the material. Geotextiles used in the work must conform to the approved samples.
- (C) Certified laboratory test results meeting or exceeding the below criteria must be supplied with the submittal information.

GI-2.09DR.3 MATERIALS

(A) Chemical and Physical Requirements

(1) Drainage application is defined as a soil to geotextile system that allows for long-term, adequate liquid flow normal to the geotextile with limited soil loss across the plane of the geotextile.

(2) Minimum Average Roll Value (MARV): Property value calculated as typical minus two standard deviations. Statistically, it yields a 97.7 percent degree of confidence that any sample taken during quality assurance testing will exceed value reported. Typical Roll Value is represented by (TRV).

(3) Fibers used in the manufacture of drainage geotextiles, and super high-tenacity polypropylene yarns with a weave pattern to maximize strength, water flow, soil interaction and soil retention. The yarns used must consist of long-chain, synthetic polymers, composed of at least 95 percent by weight polyolefins, polyesters, or polyamides. They must be formed into a stable network such that the filaments or yarns retain their dimensional stability relative to each other, including selvages. The geotextile must have no tears or defects which adversely alter its physical properties.

Geotextiles used in drainage applications must conform to the following properties for Woven Geotextile Drainage:

<u>Property</u>	<u>ASTM Test</u>	<u>Requirements</u>
Structure		Woven
Flow Rate (Min. @ MARV)	ASTM D4491	2852 L/min/sm (70 gal/min/sf)
Tensile Strength @ 2% (Min.)	ASTM D4595	8.8 kN/m (600 LBS/ft)
Tensile @ 5% Strength (Min.)	ASTM D4595	23.6 kN/m (1620 LBS/ft)
Interaction Coefficient (Min.)	ASTM D6706	0.89
Permittivity (Min.)	ASTM D4491	0.9 /sec
Apparent Opening Size (Max.)	ASTM D4751	0.425 mm (0.0167 inch) Std. No. 40

Geotextiles used in drainage applications must conform to the following properties for Non-Woven Geotextile Drainage:

<u>Property</u>	<u>ASTM Test</u>	<u>Requirements</u>
Structure		Non-Woven
Elongation	ASTM D4595	> 50%
Grab Strength (Min.)	ASTM D4632	700N (157 LBS)
Tear Strength (Min.)	ASTM D4533	250N (56 LBS)
Puncture Strength (Min.)	ASTM D4833	250N (56 LBS)
Permittivity (Min.)	ASTM D4491	0.21 / sec.
Apparent Opening Size (Max.)	ASTM D4751	0.25 mm (0.0098 inch) Std. No. 60 sieve

(B) Brand

Geotextiles must be as manufactured by Terrafix, Inc., Toronto, ON; by Carthage Mills, Cincinnati, OH; by Mirafi, Inc., Charlotte, NC; or approved equivalent.

GI-2.09DR.4 CONSTRUCTION METHODS

Each geotextile roll must be wrapped with an overlaying material that will protect the geotextile, including the ends of the roll, from damage due to shipment, water, sunlight, and contaminants. The protective wrapping must be maintained during periods of shipment and storage. During storage, geotextile rolls must be elevated off the ground and adequately covered to protect them from the following: site construction damage, precipitation, extended ultraviolet radiation including sunlight, chemicals that are strong acids or strong bases, and any environmental condition that may damage the physical property values of the geotextile.

A. PERMEABLE PAVEMENTS: Excavation must be made to dimensions enough to accommodate placement of the woven geotextile, clean open graded stone reservoir course material, geo-grid and pavement (leveling course with porous panels or permeable pavers). The overcut underlying soil must be removed from the excavation and the bottom must be compacted as required. The extra depth will be filled with clean open graded stone materials as required after installation of woven geotextile. No additional payment will be made for extra clean open graded stone used to compensate for overcut subbase. If applicable, Temporary Support should be provided for trench walls to prevent it collapse. The contractor must protect the pavement section at the saw cut line along the road side.

Prior to installation of woven geotextile, the ground must be prepared by removing stumps and other organic material, along with any large boulders and sharp objects which may tear or damage the fabric. Install woven geotextile at elevations and alignments as indicated on the drawings or as directed by the Engineer. The drainage woven geotextile must be placed loosely with no wrinkles or folds. Overlap woven geotextile edges a minimum of 12 inches in the direction of drainage flow. Care will be taken to place the woven geotextile in intimate contact with the soil so that no void spaces occur between the woven geotextile and trench or ground. If the woven geotextile is damaged during installation, the rupture must be removed, and the damaged area must be covered with a patch of new fabric which will overlap the undamaged fabric with twelve (12") inches in all directions. The Contractor must make such repair work as directed by Engineer at no extra cost to the City.

B. GABION [WITH CLEAN OPEN GRADED STONE]: The non-woven geotextile fabric must be placed on the side where the gabion abuts both the existing soil under the roadway and the engineered soil and sand and open graded stone base; and on the top side of the gabion; the bottom of the gabion must have no non-woven geotextile drainage fabric. Prior to placement of the non-woven geotextile fabric, the area must be free of stumps and other organic material, along with any large boulders or sharp objects which may tear or damage the fabric. The drainage non-woven geotextile must be placed loosely with no wrinkles or folds. Overlap non-woven geotextile edges a minimum of 12 inches in the direction of drainage flow. If the non-woven geotextile is damaged during installation, the rupture must be removed and the damaged area must be covered with a patch of new fabric which will overlap the undamaged fabric with twelve (12") inches in all directions. The Contractor must make such repair work as directed by Engineer at no extra cost to the City.

C. OPEN GRADED STONE BASE: The non-woven geotextile fabric must be placed on the sides of the open graded stone base, where it abuts either existing soil under the roadway or sidewalk and at the top of the open graded stone base where it abuts the engineered soil and sand. Prior to placement of the non-woven geotextile fabric, the area must be free of stumps and other organic material, along with any large boulders or sharp objects which may tear or damage the fabric. The drainage non-woven geotextile must be placed loosely with no wrinkles or folds. Overlap non-woven geotextile edges a minimum of 12 inches in the direction of drainage flow. Care will be taken to place the non-woven geotextile in intimate contact with the soil so that no void spaces occur between the non-woven geotextile and trench or ground. If the non-woven geotextile is damaged during installation, the rupture must be removed and the damaged area must be covered with a patch of new fabric which will overlap the undamaged fabric with twelve (12") inches in all directions. The Contractor must make such repair work as directed by Engineer at no extra cost to the City. Overlaying material must be placed within the same work shift whether the fabric is subject to damage from sunlight or not.

D. STONE COLUMNS: The non-woven geotextile fabric must be placed on sides of the perforated PVC pipe where it abuts the select granular fill that is placed in the annular space during stone column installation. Prior to placement of the non-woven geotextile fabric, the area must be free of stumps and other organic material, along with any large boulders or sharp objects which may tear or damage the fabric. The drainage non-woven geotextile must be wrapped around the perforated PVC pipe prior to placing the non-woven geotextile wrapped perforated PVC pipe into the augured fourteen (14) inch diameter casing installed in the ground. Overlap non-woven geotextile edges a minimum of 12 inches in the direction of drainage flow. If the non-woven geotextile is damaged during installation, the rupture must be removed and the damaged area must be covered with a patch of new fabric which will overlap the undamaged fabric with twelve (12") inches in all directions. The Contractor must make such repair work as directed by Engineer at no extra cost to the City

E. HDPE Piping: The non-woven geotextile fabric must be placed on sides of the perforated/slotted HDPE pipe where it abuts the engineered soil and sand. Prior to placement of the non-woven geotextile fabric, the area must be free of stumps and other organic material, along with any large boulders or sharp objects which may tear or damage the fabric. The drainage non-woven geotextile must be wrapped around the perforated/slotted HDPE pipe prior to placing the non-woven geotextile wrapped perforated/slotted HDPE pipe into the trench. Overlap non-woven geotextile edges a minimum of 12 inches in the direction of drainage flow. If the non-woven geotextile is damaged during installation, the rupture must be removed and the damaged area must be covered with a patch of new fabric which will overlap the undamaged fabric with twelve (12") inches in all directions. The Contractor must make such repair work as directed by Engineer at no extra cost to the City

GI-2.09DR.5 MANUFACTURER

(A) terrafix® Geosynthetics Inc. (Nonwoven only)

455 Horner Avenue

Toronto, ON

M8W 4W9

E-mail: info@terrafixgeo.com

Phone: (416) 674-0363

<http://terrafixgeo.com/contact/>

(B) Carthage Mills

4243 Hunt Road

Cincinnati, OH 45242

Phone: (513) 794-1600

<https://carthagemills.com/>

(C) TenCate Geosynthetics Americas (Mirafi)

365 South Holland Drive

Pendergrass, Georgia 30567

Tel: +1 706-693-2226

Email: spec@tencategeo.com

<https://www.tencategeo.us/>

(D) Or Approved Equivalent

GI-2.09DR.5 MEASUREMENTS AND PAYMENTS.

No separate payment will be made for this item. Cost must be deemed to be included into the cost for Item **GI-2.17A – Gabions**.

SECTION GI-2.17A GABIONS (WITH CLEAN OPEN GRADED STONE)

GI-2.17A.1 INTENT

This section describes gabions (with clean open graded stone) also described as stone gabions in the NYC Department of Environmental Protection Standard Design and Guidelines for Green Infrastructure Practices drawings. Gabions (with clean open graded stone) must be installed where required, as specified herein in accordance with the Standard Design and Guidelines for Green Infrastructure Practices drawings and as directed by the Engineer.

GI-2.17A.2 MATERIALS

- (A) A gabion is a wire mesh container filled with stone at the project site to form a stable stone basket. The gabion must have the shape and dimensions as shown on the Contract Drawings and as directed by the Engineer. Wire mesh must conform to ASTM A975 standards for PVC coated gabions and openings must be of the necessary size to contain the clean open graded stone.
- (B) The wire mesh must be non-raveling mesh made of twisting continuous pairs of wires to form hexagonal shaped openings which are interconnected to adjacent wires. The wire mesh must be of sufficient strength to hold the open graded stone in place, and rigid enough to hold the shape as shown on the contract drawings. The wire must be coated with PVC and must be free from any cracks or breaks after the fabrication of the mesh. Fasteners used to assemble and interconnect the individual units must be made of stainless steel.
- (C) The clean open graded stones for the gabion must be in accordance with the SECTION GI-2.07 – 3" – 4" Clean Open Graded Stone, herein I-PAGES.
- (D) Geotextile fabric wrap for drainage must be in accordance with the SECTION GI-2.09 DR, Geotextile Fabric for Drainage, herein I-PAGES.

GI-2.17A.3 CONSTRUCTION METHODS

- (A) Gabions must be filled with clean open graded stone on site and installed as per the NYC Department of Environmental Protection Standard Design and Guidelines for Green Infrastructure Practices drawings, Contract Drawings, and as directed by the Engineer. The gabions are to be installed at all Green Infrastructure practices except those with Stone Columns or with Stormwater Inlet.
- (B) Gabions must be supplied, as specified, in various lengths and heights. All gabions furnished by a manufacturer must be uniform width. Dimensions for height, lengths and widths are subject to a tolerance limit of +/- 5% of manufacturer's stated sizes.
- (C) Gabions must be fabricated in such a manner that the front, back, sides, ends, lid and diaphragms can be assembled at the construction site into a rectangular basket of the specified sizes. Gabions must be of single-unit construction. The base, lid, ends, front and back must be either woven into a single unit or one edge of these members connected to the base section of the gabion in such a manner that strength and flexibility at the point of connection is at least equal to that of the mesh.

- (D) The gabion must be furnished with the necessary diaphragms secured in proper position on the base in such a manner that no additional tying at this juncture will be necessary. All perimeter edges of the mesh forming the gabion must be securely selvaged so that the joints formed by tying the selvages have at least the same strength as the body of the mesh.

GI-2.17A.4 MEASUREMENT

The quantity to be measured for payment must be the cubic yards of Gabions actually installed at the site filled with clean open graded stone, to the satisfaction of the Engineer.

GI-2.17A.5 PRICE TO COVER

The contract price bid must be a unit price per CUBIC YARD of GABION (WITH CLEAN OPEN GRADED STONE) and must cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work including, but not limited to, furnishing and placing stones within the gabion cage, tying the gabion lid in place, wrapping gabions in geotextile fabric; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.17A	GABION (WITH CLEAN OPEN GRADE STONE	C.Y.

**SECTION IFPM
FLOOD VENT****IFPM.1 INTENT**

Flood vents must be constructed to allow the floodwaters to automatically flow through the building walls for the equalization of hydrostatic flood forces on exterior walls.

The Flood Vent of each type specified must be installed in the locations and of the sizes and dimensions shown on the plans.

IFPM.2 MATERIALS**(A) Vents**

- (1) Vents are to be constructed of Marine Grade 316 Stainless steel, aluminum, ABS Plastic or approved other materials suitable for marine environments.
- (2) Vents must be of a dimension to allow for the same open, unobstructed area as the existing vent that is to replace.
- (3) Vents have been approved by the ICC_ES 2074 Master Evaluation Report compliance with 2018 International Build Code (IBC) for Flood Foundation Vents
- (4) Vents sizes and type need to be equal to existing size and type of the vent being removed and comply with ASCE/SEI 24, Flood Flaps, automatic Flood Vents (FVs).
- (5) Vents need to provide vermin protection and immediately and automatically release the door upon contact with rising water to relieve unbalanced lateral forces on foundation walls.
- (6) Approved, by the NYC Department of Buildings, Alteration Type 2 (Alt 2) with all supporting documentation for the modifications of vent location. At a minimum this will include:
 - (a) PW-1, TR1, TR2, and TR3, and any other forms/documentation required by the DOB for approval/issuance of a work permit.

(B) Additional Requirements for Insulated Flood vents

- (1) Flood vents utilized in conditioned spaces where air ventilation is not desired must be sealed to the passage of air.

IFPM.3 SUBMITTALS

- (A) Prior to commencement of construction activities the Contractor must submit to the Engineer manufacturer's installation instructions for all materials required for the installation of the flood vents for each type specified and product data which must include illustrations, catalog data, product characteristics, typical use, performance, and limitation criteria

- (B) Shop drawings showing location of new vent installations and means and methods for cutting openings in foundation walls.
- (C) Shop drawings showing each existing vent location to be removed and means, methods and materials for closing up existing, abandoned openings.
- (D) The Contractor must submit manufacturer's product guarantee/warranty information, for each vent type, with the name, telephone number, and address of the manufacturer of the product to be contacted in the event that the product fails.

IFPM.4 METHODS

(A) INSTALLING NEW VENT

- (1) Verification of Conditions. Contractor will verify that existing vent(s) are or less than one foot above final grade.
- (2) Contractor to cut a clean, square, and level rough opening(s) one foot above the finished grade. Size of opening must be equal to the size of the opening being bulkheaded or as directed by the engineer.
- (3) Prepare wall opening in accordance with the manufacturer recommendations, ensuring the opening is clear of any obstructions behind the vent.
- (4) Vent to be installed per manufacturer instructions and in accordance with ASCE/SEI 24 instructions for installing vents.

(B) CLOSING UP EXISTING OPENING

- (1) Remove existing vent and clean opening of any residual materials.
- (2) Opening to be closed with brick, concrete or other approved material similar to existing construction in type and color.

IFPM.5 MEASUREMENT

The quantities of flood vents to be measured for payment will be the number of each type of flood vent (sealed or multi-purpose), incorporated in the work, complete, as shown, specified or required including bulkheading of existing vent openings and all other required appurtenances.

IFPM.6 PRICE TO COVER

The contract price for "FLOOD VENT" must be the unit price bid per flood vent of each type, and must cover the cost of all labor, materials, plant, equipment, samples, tests and insurance required and necessary to install the flood vent of the types, sizes and dimensions and at the locations and to the elevations shown on the plans and/or approved shop drawings; including cost of removing and bulkheading the locations of existing flood vents; and furnishing and installing all other items necessary to complete this work and do all work incidental thereto, all in accordance with the plans and specifications, and as directed by the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
IFPM- MPFV	FLOOD VENT – Multi-Purpose	EA
IFPM- SFV	FLOOD VENT – Sealed	EA

S - PAGES

SPECIAL PROVISIONS

NOTICE

THE PAGES CONTAINED HEREIN (S-PAGES) ARE SPECIAL PROVISIONS THAT MUST APPLY TO AND BECOME A PART OF THE CONTRACT.

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SPECIAL PROVISIONS

A. LINES AND GRADES The Contractor shall furnish lines and grades in accordance with Section 1.06.27 of the 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.

In addition to the work detailed above, the Contractor is also required to provide a staked survey for the relocation of the Con Edison utility poles prior to the start of construction. This additional work will be paid under item number 6.41 in order to widened the narrow R.O.W. for carrying out the work, incorporate a minimum 10' emergency lane, and maintain existing services. This work is also required to minimize the proposed utility relocations during the project construction phase.

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.

* 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>

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. SCHEDULING PRESENTATION. The Contractor shall submit construction schedule in the form of a bar chart using "Microsoft Project 2010", or in an approved equivalent program which shall be directly and fully translatable into Microsoft Project 2010 format, within seven days of the initial Pre-Construction Meeting. Each bar in the chart shall show dates the Contractor plans to start and complete each construction activity after the initial Pre-Construction Meeting. Bar chart shall show the order and interdependence of all activities necessary to complete the work and the sequence in which activity is to be accomplished as planned by the Contractor and in accordance with all subcontractors or suppliers whose work shall be shown on the bar chart. The Contractor shall submit the bar chart for the Engineer's review and revise it, if required, until approved by the Engineer.

The Contractor shall submit weekly progress status update reports or as otherwise directed by the Engineer. The Contractor shall submit updated bar chart every month. The revised bar chart shall be made in the same form and detail as the original submittal and shall be accompanied by an explanation of the reasons for the revisions all of which shall be subject to approval by the Engineer.

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. ACCELERATED PROJECT SCHEDULE AND COMBINATION OF STAGES. Contractor shall plan and/or stage his/her work schedule using all hours/days available. Contractor is advised that all applicable unit prices shall include, for the purpose of this contract, all overtime costs, premium time costs, shift differentials required to complete construction within the specified "Time(s) of Completion" stipulated in this contract.

Contractor shall be permitted to accelerate this project, to combine stages and/or work sequences. Any such changes shall be shown in the construction schedule, to be furnished in accordance with the General Provisions of the Standard Specifications and the above "SCHEDULING PRESENTATION" Article, and shall be submitted for approval of the Engineer.

H. 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.

I. 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.

J. SURVEY MONUMENTS. When working in the vicinity of survey monument the Contractor shall hand excavate per Item 8.02 A and 8.02 B at City Survey Monuments, for a distance of five (5) feet around each monument, as directed by the Engineer.

K. RESTORATION OF ADJACENT AREAS. The Contractor shall be required to remove all form work. In planting strip areas, the Contractor shall be required to restore areas damaged as a result of his operations, to the satisfaction of the Engineer, with sod. The Contractor shall also, as directed by the Engineer, make safe adjacent areas to his work, such as: restoring missing or damaged pavement markings that were removed or damaged as a result of the Contractor's operations (as per requirements of Section 6.44 in the Standard Specifications); resetting granite blocks in tree pits; and, applying asphaltic concrete mixture (Item 4.02 CB) where badly broken sidewalk or curb may create a dangerous condition just outside his area of operation, where and when directed by the Engineer.

All restoration work shall be done to the satisfaction of the Engineer.

L. USE OF CITY WATER. The Contractor is notified that for use of City water under this project the Contractor shall be required to obtain a water use permit from the Department of Environmental Protection at the Contractor's own cost.

M. 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.

N. DPR CONSTRUCTION PERMITS. DPR Construction Permits are required for all work on parkland or on sidewalks adjacent to parks or other areas maintained by DPR.

O. 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.

P. SPECIAL INSPECTION. Portions of work under this contract are subject to the provisions of the New York City Construction Codes, as noted on the Contract Drawings. Work subject to the provisions of the New York City Construction Codes shall meet the requirements of the New York City Construction Codes and the following:

1. Inspection of selected materials, equipment, installation, fabrication, erection or placement of components and connections made during the progress of the Work to ensure compliance with the Contract Documents and provisions of the New York City Construction Codes, shall be made by a Special Inspector. The City of New York will retain the services of the Special Inspector and bear the costs for the performance of Special Inspections in compliance with NYC Construction Codes requirements or as additionally may be called for in the project specifications (refer to the Section 9.87.2 (3).(a), Section IFPM.2. etc., I-Pages, this Volume 3 of 3), except as noted below for Form TR-3: Technical Report for Concrete Design Mix.

The Special Inspector shall be an entity compliant with the requirements of the New York City Construction Codes.

2. The contractor shall be responsible for, and bear all costs associated with the filing and securing of approvals, if any, for the following forms:
 - Form PW-1, Plan/Work Application
 - Form TR-1, Technical Report Statement of Responsibility
 - Form TR2, Technical Report Concrete Sampling and Testing
 - Form TR3, Technical Report Concrete Mix Design

This work may include but is not limited to

- Engaging the services of a New York City licensed Concrete Testing Lab for the review and approval of concrete design mix, testing, signatures and professional seals, etc., compliant with NYC Department of Buildings requirements, for each concrete design mix
- Engaging a professional engineer or registered architect to act as the applicant, and prepare or supervise the preparation of all construction documents and specifications submitted under the required applications.

Where a Form TR3 is required, concrete mix design approval by the QA & Construction Safety Bureau per **Section 3.05.4** of the NYCDOT Standard Highway Specifications is not required.

3. The Contractor shall notify the relevant Special Inspector in writing at least 72 hours before the commencement of any work requiring Special Inspection. The contractor shall be responsible for, and bear related costs to assure that all construction or work shall remain accessible and exposed for inspection purposes until the required inspection is completed.
4. Inspections and tests performed under “Special Inspection” shall not relieve the Contractor of the responsibility to comply with the Contract Documents, and that there is no warranty given to the Contractor by the City of New York in connection with such inspection and tests or certifications made under “Special Inspections”.
5. The contractor must coordinate with the Engineer to provide access and schedule the work for inspection by the Special Inspector.

Q. **PRICES TO INCLUDE.** No direct payment will be made for costs incurred in complying with the foregoing Special Provisions, unless otherwise provided. Said costs will be deemed to have been included in the prices bid for all the scheduled contract items.



Department of Transportation

POLLY TROTTEBERG, Commissioner

OCMC TRAFFIC STIPULATIONS

February 21, 2019

OCMC FILE NO: QEC-18-916
CONTRACT NO: HWQ1182B
PROJECT: BROAD CHANNEL STREETS AND BULKHEAD RECONSTRUCTION; WEST 14TH ROAD TO WEST 19TH ROAD FROM CROSS BAY BOULEVARD TO BULKHEADS, AND CROSS BAY BOULEVARD BETWEEN WEST 19TH ROAD AND WEST 20TH ROAD

LOCATION(S): WEST 14TH ROAD BETWEEN CROSS BAY BOULEVARD AND BODY OF WATER (DEAD END)
 WEST 15TH ROAD BETWEEN CROSS BAY BOULEVARD AND BODY OF WATER (DEAD END)
 WEST 16TH ROAD BETWEEN CROSS BAY BOULEVARD AND BODY OF WATER (DEAD END)
 WEST 17TH ROAD BETWEEN CROSS BAY BOULEVARD AND BODY OF WATER (DEAD END)
 CROSS BAY BOULEVARD BETWEEN WEST 13TH ROAD AND WEST 18TH ROAD

PERMISSION IS HEREBY GRANTED TO THE **NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION (NYC DDC)** AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE BELOW LOCATION(S) FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE STIPULATIONS, AS NOTED BELOW:

I. SPECIAL STIPULATIONS

- A. **EMBARGOES** – A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE **HOLIDAY EMBARGO** OR ANY OTHER SPECIAL EVENT EMBARGOES AS PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.
- B. **BIKE LANES** – IF WORK IS IN OR AFFECTING A BIKE LANE, THE PERMITEE MUST POST ADVANCE WARNING SIGNS 350 FEET AND 200 FEET PRIOR TO THE WORK ZONE STATING "CONSTRUCTION IN BIKE LANE AHEAD PROCEED WITH CAUTION", AND ALSO POST A SIGN AT THE WORK ZONE STATING "CONSTRUCTION IN BIKE LANE PROCEED WITH CAUTION". SUCH SIGNS SHALL BE ORANGE, 3' X 3', DIAMOND-SHAPED WITH 4" BLACK LETTERING. SIGNS SHALL BE POSTED IN ACCORDANCE WITH THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- C. **BIKE SHARE STATIONS:** THE PERMITEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT THE OPERATION OF EXISTING BIKE SHARE STATIONS WITHOUT FIRST CONTACTING NYC BIKE SHARE AT 855-245-3311 FOR THEIR REQUIREMENTS PRIOR TO COMMENCING WORK.
- D. **CITYBENCH:** THE PERMITEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT AN EXISTING CITYBENCH WITHOUT FIRST CONTACTING NYC DOT AT 212-839-6569, OR VIA EMAIL AT CITYBENCH@DOT.NYC.GOV PRIOR TO COMMENCING WORK.
- E. **PROTECTION OF NYC DEP GREEN INFRASTRUCTURE:** THE PERMITEE SHALL TAKE PRECAUTION OF NYC DEP GREEN INFRASTRUCTURE IN THE RIGHT-OF-WAY. THE PERMITEE MUST PROTECT NYC DEP GREEN INFRASTRUCTURE DOWNSTREAM OF THE WORK OR WITHIN FIVE (5) FEET OF THE WORK AREA. THE PERMITEE MUST EMAIL NYC DEP AT SUSTAINABILITY@DEP.NYC.GOV FOR PROTECTION REQUIREMENTS PRIOR TO COMMENCING WORK. THE PERMITEE IS RESPONSIBLE FOR RESTORATION OF DAMAGED NYC DEP INFRASTRUCTURE AS DIRECTED BY NYC DEP.
- F. **BUS STOPS** – THE PERMITEE 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.
- G. **STREET LIGHTS / TRAFFIC SIGNALS:** THE PERMITEE SHALL NOT REMOVE OR RELOCATE EXISTING STREET LIGHTS OR TRAFFIC SIGNALS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT STREET LIGHTING / TRAFFIC SIGNALS UNIT.
- H. **TRAFFIC CAMERAS, DETECTION/COMMUNICATION EQUIPMENT:** IF AT ANY TIME DURING THE APPROVED WORK, THE PERMITEE 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 PERMITEE 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.
- I. **METERS** – THE PERMITEE SHALL NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT PARKING METER DIVISION AT 718-894-8651.
- J. **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 PERMITEE SHALL BE REQUIRED TO OBTAIN SEPARATE PERMITS RELATED TO TEST PITS.

NYC Department of Transportation
 Bureau of Permit Management and Construction Control
 55 Water Street - 7th Floor, New York, NY 10041
 T: 212.839.9621 F: 212.839.8970
www.nyc.gov/dot

OCMC FILE NO: GEC-18-916
 CONTRACT NO: HWQ1182B
 PROJECT: BROAD CHANNEL STREETS AND BULKHEAD RECONSTRUCTION; WEST 14TH ROAD TO WEST 19TH ROAD FROM CROSS BAY BOULEVARD TO BULKHEADS, AND CROSS BAY BOULEVARD BETWEEN WEST 19TH ROAD AND WEST 20TH ROAD

February 21, 2019
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I. SPECIAL STIPULATIONS (CONTINUED)

- K. **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.
- L. **ACCESS TO ADJUTING PROPERTIES** – THE PERMITTEE SHALL COORDINATE ALL ACTIVITIES WITH ADJUTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES.
- M. **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.
- N. **NOTIFICATION** – THE PERMITTEE MUST AT LEAST TWO (2) WORKING DAYS BEFORE THE START OF CONSTRUCTION NOTIFY THE NYC FIRE DEPARTMENT, NYC POLICE DEPARTMENT, NYC EMS, LOCAL COMMUNITY BOARD, BOROUGH PRESIDENT'S OFFICE-CHIEF ENGINEER, NYCDOT OCMC OFFICE, AND ALL ADJUTING PROPERTY OWNERS.
- O. **CONSTRUCTION INFORMATIONAL SIGNS** – THIS PROJECT REQUIRES A CONSTRUCTION PROJECT INFORMATIONAL SIGN (CPIS) IN ACCORDANCE WITH NYCDOT HIGHWAY RULE SECTION 2-02 (4) AND (5). CRITERIA AND A PROTOTYPE FOR THIS SIGN MAY BE FOUND ON THE NYCDOT WEBSITE AT:
[HTTP://WWW.NYC.GOV/HTML/DOT/DOWNLOADS/PDF/DOT_CPIS_DIRECTIONS.PDF](http://www.nyc.gov/html/dot/downloads/pdf/dot_cpis_directions.pdf)
- P. **ENHANCED MITIGATIONS**
- o **ENHANCED MITIGATIONS FOR PEDESTRIAN FLOW**, INCLUDING METAL FENCING, SHALL BE PROVIDED TO ENSURE PEDESTRIANS STAY WITHIN THEIR DESIGNATED PATH/ROUTE. PEDESTRIAN MANAGERS SHALL BE PROVIDED TO ASSIST WITH PEDESTRIANS AT THE DESIGNATED CROSSWALK AREAS.
 - o **"NO STANDING ANYTIME-TEMPORARY CONSTRUCTION" SIGNS** AND TEMPORARY PAVEMENT MARKINGS SHALL BE INSTALLED AND MAINTAINED AS WARRANTED BY THE MAINTENANCE AND PROTECTION OF TRAFFIC (MPT) REQUIRED TO FACILITATE TRAFFIC MOVEMENTS THROUGH THE WORK ZONE. ALL TEMPORARY SIGNS AND PAVEMENT MARKINGS SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.
 - o **COMMUNITY OUTREACH** SHALL BE PROVIDED FOR THE DURATION OF THE PROJECT.

II. MAINTENANCE AND PROTECTION OF TRAFFIC

- A. **WEST 14TH ROAD BETWEEN CROSS BAY BOULEVARD AND BODY OF WATER (DEAD END)**
- B. **WEST 15TH ROAD BETWEEN CROSS BAY BOULEVARD AND BODY OF WATER (DEAD END)**
- C. **WEST 16TH ROAD BETWEEN CROSS BAY BOULEVARD AND BODY OF WATER (DEAD END)**
- D. **WEST 17TH ROAD BETWEEN CROSS BAY BOULEVARD AND BODY OF WATER (DEAD END)**
1. **The Permittee shall work in only one (1) street at a time.**
 2. Work hours shall be as follows:

7:00AM to 6:00PM, Monday to Friday
8:00AM to 4:00PM, Saturday
 3. The Permittee shall maintain a minimum of one (1) 12-foot lane for local and emergency traffic at all times.
 - a. During stages of construction, where one (1) 12-foot lane for local and emergency traffic cannot be maintained, the Permittee may provide and maintain a minimum of one (1) 10-foot lane for local and emergency traffic at all times.
 - i. The 10-foot lane is provisional, based on the needs of the NYC Dept. of Sanitation (garbage collection, seasonal plowing, etc.).
 4. The Permittee shall fully close the sidewalk during working hours.
 - a. After working hours, the Permittee shall provide a minimum 5-foot pedestrian path on the sidewalk, or a temporary protected 5-foot pedestrian walkway in the roadway.

OCMC FILE NO: QEC-18-916
 CONTRACT NO: HWQ1182B
 PROJECT: BROAD CHANNEL STREETS AND BULKHEAD RECONSTRUCTION; WEST 14TH ROAD TO WEST 19TH ROAD FROM CROSS BAY BOULEVARD TO BULKHEADS, AND CROSS BAY BOULEVARD BETWEEN WEST 19TH ROAD AND WEST 20TH ROAD

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II. MAINTENANCE AND PROTECTION OF TRAFFIC (CONTINUED)

E. CROSS BAY BOULEVARD (SOUTHBOUND) BETWEEN WEST 13TH ROAD AND WEST 14TH ROAD

1. Work hours shall be as follows: 7:00AM to 3:00PM, Monday to Friday
8:00AM to 4:00PM, Saturday
2. During working hours for utility work (water mains and catch basins), the Permittee shall maintain a minimum of one (1) 15-foot shared lane for bicycle and thru traffic and a minimum 9-foot left turn lane (Northbound traffic shall remain unaffected).
 - a. After working hours, the Permittee shall restore all travel lanes to traffic.
3. During working hours for catch basin connection in the sidewalk, the Permittee shall fully close the west sidewalk and provide and maintain a temporary protected 5-foot walkway in the roadway for pedestrians.
 - a. After working hours, the Permittee shall restore the west sidewalk to its full width.
4. During working hours for the construction of the roadway entrance, the Permittee shall fully close the west sidewalk and provide and maintain a temporary protected 5-foot walkway in the roadway for pedestrians, while also maintaining a minimum of one (1) 15-foot shared lane for bicycle and thru traffic and a minimum 9-foot left turn lane.
 - a. After working hours, the Permittee shall maintain a minimum 5-foot clear path on the sidewalk for pedestrians, and a minimum of two lanes for thru traffic plus the left turn lane.

F. INTERSECTION OF CROSS BAY BOULEVARD (SOUTHBOUND) AND WEST 14TH ROAD

1. The Permittee shall work in only one half of the intersection at a time, and shall close only one pedestrian crosswalk at a time.
2. Work hours shall be as follows: 7:00AM to 3:00PM, Monday to Friday
8:00AM to 4:00PM, Saturday
3. During working hours for utility work (water mains and catch basins), the Permittee shall maintain a minimum of one (1) 15-foot shared lane for bicycle and thru traffic and a minimum 9-foot left turn lane on Cross Bay Boulevard (Northbound traffic shall remain unaffected).
 - a. After working hours, the Permittee shall restore all travel lanes to traffic.
4. During working hours for the construction of the roadway entrance, the Permittee shall fully close the north-south pedestrian crosswalk on the west side of the intersection, and provide and maintain a temporary protected 5-foot walkway in the roadway for pedestrians, while also maintaining a minimum of one (1) 15-foot shared lane for bicycle and thru traffic and a minimum 9-foot left turn lane on Cross Bay Boulevard.
 - a. After working hours, the Permittee shall maintain a minimum 5-foot north-south pedestrian crosswalk on the west side of the intersection, and a minimum of two lanes for thru traffic plus the left turn lane.
5. During all stages above, the Permittee shall maintain a minimum of one (1) 12-foot lane for local and emergency traffic at all times on West 14th Road.
 - a. During stages of construction, where one (1) 12-foot lane for local and emergency traffic cannot be maintained, the Permittee may provide and maintain a minimum of one (1) 10-foot lane for local and emergency traffic at all times.
 - i. The 10-foot lane is provisional, based on the needs of the NYC Dept. of Sanitation (garbage collection, seasonal plowing, etc.).

OCMC FILE NO: QEC-18-916
 CONTRACT NO: HWQ1182B
 PROJECT: BROAD CHANNEL STREETS AND BULKHEAD RECONSTRUCTION; WEST 14TH ROAD TO WEST 19TH ROAD FROM CROSS BAY BOULEVARD TO BULKHEADS, AND CROSS BAY BOULEVARD BETWEEN WEST 19TH ROAD AND WEST 20TH ROAD

February 21, 2019
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II. MAINTENANCE AND PROTECTION OF TRAFFIC (CONTINUED)

G. CROSS BAY BOULEVARD (SOUTHBOUND) BETWEEN WEST 14TH ROAD AND WEST 15TH ROAD

1. Work hours shall be as follows: 7:00AM to 3:00PM, Monday to Friday
8:00AM to 4:00PM, Saturday
2. During working hours for utility work (water mains and catch basins), the Permittee shall maintain a minimum of one (1) 15-foot shared lane for bicycle and thru traffic (Northbound traffic shall remain unaffected).
 - a. After working hours, the Permittee shall restore all travel lanes to traffic.
3. During working hours for catch basin connection in the sidewalk, the Permittee shall fully close the west sidewalk and provide and maintain a temporary protected 5-foot walkway in the roadway for pedestrians.
 - a. After working hours, the Permittee shall restore the west sidewalk to its full width.
4. During working hours for the construction of the roadway entrance, the Permittee shall fully close the west sidewalk and provide and maintain a temporary protected 5-foot walkway in the roadway for pedestrians, while also maintaining a minimum of one (1) 15-foot shared lane for bicycle and thru traffic.
 - a. After working hours, the Permittee shall maintain a minimum 5-foot clear path on the sidewalk for pedestrians, and a minimum of two lanes for thru traffic.

H. INTERSECTION OF CROSS BAY BOULEVARD (SOUTHBOUND) AND WEST 15TH ROAD

1. **The Permittee shall work in only one half of the intersection at a time, and shall close only one pedestrian crosswalk at a time.**
2. Work hours shall be as follows: 7:00AM to 3:00PM, Monday to Friday
8:00AM to 4:00PM, Saturday
3. During working hours for utility work (water mains and catch basins), the Permittee shall maintain a minimum of one (1) 15-foot shared lane for bicycle and thru traffic on Cross Bay Boulevard (Northbound traffic shall remain unaffected).
 - a. After working hours, the Permittee shall restore all travel lanes to traffic.
4. During working hours for the construction of the roadway entrance, the Permittee shall fully close the north-south pedestrian crosswalk on the west side of the intersection, and provide and maintain a temporary protected 5-foot walkway in the roadway for pedestrians, while also maintaining a minimum of one (1) 15-foot shared lane for bicycle and thru traffic on Cross Bay Boulevard.
 - a. After working hours, the Permittee shall maintain a minimum 5-foot north-south pedestrian crosswalk on the west side of the intersection, and a minimum of two lanes for thru traffic.
5. During all stages above, the Permittee shall maintain a minimum of one (1) 12-foot lane for local and emergency traffic at all times on West 15th Road.
 - a. During stages of construction, where one (1) 12-foot lane for local and emergency traffic cannot be maintained, the Permittee may provide and maintain a minimum of one (1) 10-foot lane for local and emergency traffic at all times.
 - i. The 10-foot lane is provisional, based on the needs of the NYC Dept. of Sanitation (garbage collection, seasonal plowing, etc.).

I. CROSS BAY BOULEVARD (SOUTHBOUND) BETWEEN WEST 15TH ROAD AND WEST 16TH ROAD

1. Work hours shall be as follows: 7:00AM to 3:00PM, Monday to Friday
8:00AM to 4:00PM, Saturday
2. During working hours for utility work (water mains and catch basins), the Permittee shall maintain a minimum of one (1) 15-foot shared lane for bicycle and thru traffic (Northbound traffic shall remain unaffected).
 - a. After working hours, the Permittee shall restore all travel lanes to traffic.
3. During working hours for catch basin connection in the sidewalk, the Permittee shall fully close the west sidewalk and provide and maintain a temporary protected 5-foot walkway in the roadway for pedestrians.
 - a. After working hours, the Permittee shall restore the west sidewalk to its full width.
4. During working hours for the construction of the roadway entrance, the Permittee shall fully close the west sidewalk and provide and maintain a temporary protected 5-foot walkway in the roadway for pedestrians, while also maintaining a minimum of one (1) 15-foot shared lane for bicycle and thru traffic.
 - a. After working hours, the Permittee shall maintain a minimum 5-foot clear path on the sidewalk for pedestrians, and a minimum of two lanes for thru traffic.

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II. MAINTENANCE AND PROTECTION OF TRAFFIC (CONTINUED)

J. INTERSECTION OF CROSS BAY BOULEVARD (SOUTHBOUND) AND WEST 16TH ROAD

1. The Permittee shall work in only one half of the intersection at a time, and shall close only one pedestrian crosswalk at a time.
2. Work hours shall be as follows: 7:00AM to 3:00PM, Monday to Friday
8:00AM to 4:00PM, Saturday
3. During working hours for utility work (water mains and catch basins), the Permittee shall maintain a minimum of one (1) 15-foot shared lane for bicycle and thru traffic on Cross Bay Boulevard (Northbound traffic shall remain unaffected).
 - a. After working hours, the Permittee shall restore all travel lanes to traffic.
4. During working hours for the construction of the roadway entrance, the Permittee shall fully close the north-south pedestrian crosswalk on the west side of the intersection, and provide and maintain a temporary protected 5-foot walkway in the roadway for pedestrians, while also maintaining a minimum of one (1) 15-foot shared lane for bicycle and thru traffic on Cross Bay Boulevard.
 - a. During working hours, the Permittee shall maintain a minimum 5-foot north-south pedestrian crosswalk on the west side of the intersection, and a minimum of two lanes for thru traffic.
5. During all stages above, the Permittee shall maintain a minimum of one (1) 12-foot lane for local and emergency traffic at all times on West 16th Road.
 - a. During stages of construction, where one (1) 12-foot lane for local and emergency traffic cannot be maintained, the Permittee may provide and maintain a minimum of one (1) 10-foot lane for local and emergency traffic at all times.
 - i. The 10-foot lane is provisional, based on the needs of the NYC Dept. of Sanitation (garbage collection, seasonal plowing, etc.).

K. CROSS BAY BOULEVARD (SOUTHBOUND) BETWEEN WEST 16TH ROAD AND WEST 17TH ROAD

1. Work hours shall be as follows: 7:00AM to 3:00PM, Monday to Friday
8:00AM to 4:00PM, Saturday
2. During working hours for utility work (water mains and catch basins), the Permittee shall maintain a minimum of one (1) 15-foot shared lane for bicycle and thru traffic and a minimum 9-foot left turn lane (Northbound traffic shall remain unaffected).
 - a. After working hours, the Permittee shall restore all travel lanes to traffic.
3. During working hours for catch basin connection in the sidewalk, the Permittee shall fully close the west sidewalk and provide and maintain a temporary protected 5-foot walkway in the roadway for pedestrians.
 - a. After working hours, the Permittee shall restore the west sidewalk to its full width.
4. During working hours for the construction of the roadway entrance, the Permittee shall fully close the west sidewalk and provide and maintain a temporary protected 5-foot walkway in the roadway for pedestrians, while also maintaining a minimum of one (1) 15-foot shared lane for bicycle and thru traffic and a minimum 9-foot left turn lane.
 - a. After working hours, the Permittee shall maintain a minimum 5-foot clear path on the sidewalk for pedestrians, and a minimum of two lanes for thru traffic plus the left turn lane.

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II. MAINTENANCE AND PROTECTION OF TRAFFIC (CONTINUED)

L. INTERSECTION OF CROSS BAY BOULEVARD (SOUTHBOUND) AND WEST 17TH ROAD

1. The Permittee shall work in only one half of the intersection at a time, and shall close only one pedestrian crosswalk at a time.
2. Work hours shall be as follows: 7:00AM to 3:00PM, Monday to Friday
8:00AM to 4:00PM, Saturday
3. During working hours for utility work (water mains and catch basins), the Permittee shall maintain a minimum of one (1) 15-foot shared lane for bicycle and thru traffic and a minimum 9-foot left turn lane on Cross Bay Boulevard (Northbound traffic shall remain unaffected).
a. After working hours, the Permittee shall restore all travel lanes to traffic.
4. During working hours for the construction of the roadway entrance, the Permittee shall fully close the north-south pedestrian crosswalk on the west side of the intersection, and provide and maintain a temporary protected 5-foot walkway in the roadway for pedestrians, while also maintaining a minimum of one (1) 15-foot shared lane for bicycle and thru traffic and a minimum 9-foot left turn lane on Cross Bay Boulevard.
a. After working hours, the Permittee shall maintain a minimum 5-foot north-south pedestrian crosswalk on the west side of the intersection, and a minimum of two lanes for thru traffic plus the left turn lane.
5. During all stages above, the Permittee shall maintain a minimum of one (1) 12-foot lane for local and emergency traffic at all times on West 17th Road.
a. During stages of construction, where one (1) 12-foot lane for local and emergency traffic cannot be maintained, the Permittee may provide and maintain a minimum of one (1) 10-foot lane for local and emergency traffic at all times.
i. The 10-foot lane is provisional, based on the needs of the NYC Dept. of Sanitation (garbage collection, seasonal plowing, etc.).

M. CROSS BAY BOULEVARD (SOUTHBOUND) BETWEEN WEST 17TH ROAD AND WEST 18TH ROAD

1. Work hours shall be as follows: 7:00AM to 3:00PM, Monday to Friday
8:00AM to 4:00PM, Saturday
2. During working hours for utility work (water mains and catch basins), the Permittee shall maintain a minimum of one (1) 15-foot shared lane for bicycle and thru traffic (Northbound traffic shall remain unaffected).
a. After working hours, the Permittee shall restore all travel lanes to traffic.
3. During working hours for catch basin connection in the sidewalk, the Permittee shall fully close the west sidewalk and provide and maintain a temporary protected 5-foot walkway in the roadway for pedestrians.
a. After working hours, the Permittee shall restore the west sidewalk to its full width.
4. During working hours for the construction of the roadway entrance, the Permittee shall fully close the west sidewalk and provide and maintain a temporary protected 5-foot walkway in the roadway for pedestrians, while also maintaining a minimum of one (1) 15-foot shared lane for bicycle and thru traffic.
a. After working hours, the Permittee shall maintain a minimum 5-foot clear path on the sidewalk for pedestrians, and a minimum of two lanes for thru traffic.

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III. GENERAL NOTES

- A. **THIS IS NOT A PERMIT.** THIS STIPULATION SHEET MUST BE SUBMITTED WITH ALL REQUESTS FOR PERMITS PERTAINING TO THE ABOVE CONTRACT AND PRESENT AT THE WORK SITE ALONG WITH ALL ACTIVE CONSTRUCTION PERMITS WHEN THE APPROVED WORK IS BEING PERFORMED.
- B. THE PERMITTEE MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.
- C. THE PERMITTEE SHALL COMPLY WITH ALL REQUIREMENTS OF THE NYCDOT SPECIAL EVENTS UNIT AS IDENTIFIED BELOW:
1. **STREET FAIRS / FESTIVALS**
 - ALL EXCAVATIONS MUST BE PLATED WITH SKID RESISTANT PLATES.
 - PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT.
 - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
 - THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
 - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.
 2. **RUNNING / WALKING / BIKING EVENTS**
 - ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
 - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
 - THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
 - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.
 3. **PARADES**
 - ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
 - FORMATION AND DISPERSAL AREA PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT (PLATES MUST BE SKID RESISTANT).
 - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
 - THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
 - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.
 4. **MAYORAL EVENTS**
 - ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
 - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
 - THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
 - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.
- D. ALL RELOCATION WORK BY THE UTILITIES SUCH AS; CON EDISON, TELEPHONE, GAS AND CABLE COMPANIES SHALL PRECEDE THE CONTRACTORS' START OF WORK ON ALL AFFECTED ROADWAYS IN THE IMPACTED CONTRACT AREA.
- E. 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.
- F. THE PERMITTEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY-OWNED OR PRIVATELY OWNED, NON-PAVED, LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, WRITTEN APPROVAL FROM THE NYCDOT OCMC-HIGHWAYS IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR PUBLIC PARK, WRITTEN APPROVAL FROM THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION OR NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF ANY OTHER JURISDICTION SUCH AS PRIVATE PROPERTY, STATE, FEDERAL ETC., IT IS THE PERMITTEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.
- G. 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.
- H. 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.
- I. 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.**

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III. GENERAL NOTES (CONTINUED)

- J. 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.
- K. 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.
- L. 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.


DUANE BARRA
DIRECTOR
OCMC-STREETS


JILLIAN GBIDI
PROJECT MANAGER
OCMC-STREETS

NOTICE

The Standard Sewer And Water Main Specifications of the Department of Environmental Protection (dated July 1, 2014), Sewer Design Standards of the Department of Environmental Protection (dated (September 2007) Revised January 5, 2009), Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), and Specifications For Trunk Main Work of the Department of Environmental Protection (dated July 2014) shall be included as part of the contract documents. These said specifications and standard drawings are hereby revised under the following section headings:

- A. NOTICE TO BIDDERS
- B. REVISIONS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS
- C. REVISIONS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

(NO TEXT ON THIS PAGE)

A. NOTICE TO BIDDERS

- (1) The Contractor is notified that a Notice To Proceed (NTP) date will be issued for work to commence within twenty-one (21) to thirty (30) days of Contract Registration.
- (2) The Contractor shall furnish, install, maintain and subsequently remove temporary Protective Tree Barriers. Protective Tree Barriers shall be Type B, unless otherwise directed by the Engineer, and shall be constructed and installed as shown on the Protective Tree Barrier sketch in Department Of Transportation, Standard Highway Details Of Construction, Drawing No. H-1046A, as directed by the Engineer, and in accordance with Department of Parks and Recreation requirements.
- (3) All utility locations and invert elevations are not guaranteed, nor is there any guarantee that all existing utilities, whether functional or abandoned within the project area are shown.
- (4) All existing house connections shall be maintained and supported during construction. The Contractor shall replace any existing house connection damaged as a result of the Contractor's construction operations as ordered by the Engineer at no cost to the City.
- (5) The Contractor is advised that any City owned light poles, traffic signals, street name signs, traffic signs and encumbrances including, but not limited to, underground conduit displaced as the result of the installation of the new sewers, water mains, catch basins, catch basin connections and appurtenances shall be replaced in kind and as directed by the Engineer. The cost of such work shall be deemed included in the prices bid for all items of work under this contract.
- (6) The Contractor is notified that Victaulic Style 77 Coupling is no longer acceptable for use in any steel water main work. All reference to Victaulic Style 77 Coupling within the Standard Sewer And Water Main Specifications of the Department of Environmental Protection (dated July 1, 2014), the Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), the Specifications For Trunk Main Work (dated July 2014), and the contract drawings, shall be replaced with Bolted Split-Sleeve Restrained Coupling.
- (7) The Contractor is notified that wherever the Item No. "6.52" and words "flagger", "flagperson" and "flagman" are used in the contract documents and drawings it shall mean the Item No. "6.52 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.
- (8) The Contractor is notified that the fuel cost per gallon used in the formula under **Sub-Article 26.2.8** of the Standard Construction Contract for **Extra Work** will be derived from the fuel price index for the United States East Coast published weekly by the United States Energy Information Administration ("USEIA"), and available on its website at <http://www.eia.gov/petroleum/gasdiesel/> . The USEIA published cost per gallon for the applicable fuel on the East Coast for the week in which the first day of each calendar quarter during the contract term occurs (i.e., January 1st, April 1st, July 1st and September 1st) will be used in the reimbursement formula for all **Extra Work** invoiced that was performed during that calendar quarter. Should the USEIA stop publishing this fuel price index, the fuel cost per gallon will be determined by reference to a substitute index to be agreed upon by the Contractor and the City.
- (9) The Contractor is responsible for any damage to the existing street and traffic signal equipment, including underground conduits and the safety of both pedestrian and vehicular traffic for the duration of the contract.

Should any conduits, cables or foundations need repair due to the Contractor's negligent operations during construction, all work shall be performed according to NYCDOT Bureau of Traffic's Standard Drawings and Specifications at the sole expense of the Contractor.

DATED: June 7, 2019

PROJECT ID.: HWQ1182B

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.

(NO FURTHER TEXT ON THIS PAGE)

C. REVISIONS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS

- (1) **Refer** to **Subsection 10.21 - Contractor To Notify City Departments**, Page I-13:
Add the following to **Subsection 10.21**:

(1) N.Y.C. D.E.P., BUREAU OF WATER AND SEWERS OPERATIONS

The Contractor shall notify Mr. Peter Gordon, P.E., Chief, Linear Capital Program Management Division at the Department of Environmental Protection, 59-17 Junction Blvd., 3rd floor low rise, Corona N.Y. 11368, at least thirty (30) days prior to the start of construction.

(2) N.Y.C. DEPARTMENT OF TRANSPORTATION

The Contractor shall notify Mr. Michael Lofesse/Ghanshyam Patel - Signal/Street Lighting Operations, 34-02 Queens Blvd., Long Island City, N.Y. 11101 at (212) 839-3799/ (212) 839-3359, at least seventy-two (72) hours prior to the start of construction.

(3) N.Y.C. TRANSIT AUTHORITY

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 10.30 - 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. HWQ1182B.

- (3) **Refer** to **Subsection 40.02.15 - Disposal Of Water From Trenches**, Page IV-9:
Add the following to **Subsection 40.02.15**:

(A) The Department of Design and Construction has **not** filed application for Dewatering Permit with the New York State Department of Conservation (NYSDEC), under the Environmental Conservation Law (ECL), Title 15 of Article 15, for a Temporary Well Point System Permit. However, it is anticipated that the criteria for rate of pumping specified herebefore in this section will be exceeded in areas of construction; the Contractor shall be responsible for applying and obtaining the necessary dewatering permit prior to the dewatering of trenches within the scope of this project.

As part of the permit application the Contractor will be required to comply with all the requirements of **Section 40.14** of this section.

Copies of all materials submitted to NYSDEC shall be sent to the New York City Department of Design and Construction (NYCDDC), Infrastructure/Design.

The following minimum requirements set forth by the New York Department of Environmental Conservation shall be complied with prior to the start of work in areas of construction requiring dewatering permit:

- (1) An analysis must be made of water samples taken. The results are to be submitted to the Regional Permit Administrator. An analysis shall be made for BOD, salinity, oil, and grease. The samples shall be analyzed by a laboratory certified by the New York State Health Department and the results are to be submitted directed to the New York State Department of Environmental Conservation by the laboratory.
- (2) Prior to setting any wells, wellpoints or header pipes, the Contractor shall submit to the NYSDEC a layout of the complete dewatering system including the location of the discharge point. When permitted by the NYSDEC, discharge of groundwater on the beach areas shall be done in such a manner as to eliminate any erosion or siltation and will require the installation of splash blocks and/or settling basins.

The Contractor is advised that all work required in obtaining a permit, must be submitted to, and approved by the NYSDEC prior to the commencement of any work in areas of construction requiring dewatering permit. No payment for any item of work will be made, and no shop drawing shall be approved for the areas of construction until such time that a written approval is obtained from the NYSDEC.

(B) The Contractor is advised that all work shall be governed by the provisions and requirements of the obtained permit, and their said provisions and requirements shall be made a part of the contract and the Contractor shall be responsible for strict adherence thereto.

The cost of all work required for applying, complying and obtaining required dewatering permits including the cost for any required updating of permits shall be deemed included in the prices bid for all item of this contract. No additional or separate payment will be made for any work required in order to comply with these requirements.

- (4) **Refer** to Page IV-34:
Add the following new **Section 40.14**:

SECTION 40.14 DEWATERING PERMITS

40.14.1 DESCRIPTION

Under this contract, and at locations where groundwater will be present in the trenches and excavations, the Contractor is required to install, maintain and operate a temporary dewatering system of sufficient size and capacity to control ground and surface water flow into the excavation and to allow all work to be accomplished in the "dry condition".

The Contractor shall be required to obtain the following permits in order to operate a temporary dewatering system.

- (A) A Dewatering/Discharge Permit from the New York City Department of Environmental Protection (NYCDEP);
- (B) A Long Island Well Permit from the New York State Department of Environmental Conservation (NYSDEC), under the Environmental Conservation Law (ECL), Title 15 of Article 15, implemented by 6NYCRR Part 601 - Water Supply and Part 602 - Long Island Well. This permit is required only in the Boroughs of Brooklyn and Queens to withdraw water using a well point or deep well system where the total capacity of such well or wells is in excess of 45-gallons per minute (or 64,800-gallons per day); and,

(C) An Industrial State Pollutant Discharge Elimination System (SPDES) or a Non-Jurisdictional Determination Letter in compliance with Title 8 and 7 of Article 17 of the Environmental Conservation Law of New York State, respectively.

The Contractor is advised that the provisions and requirements of the aforementioned permits shall govern all work, and the said provisions and requirements are hereby made a part of the sewer contract and the Contractor shall be responsible for strict adherence thereto.

No dewatering work shall commence until the above-mentioned Permits have been obtained for this project.

The Contractor is advised that in order to comply with all the permits requirements, the Contractor will be required to submit maps, test data, etc. prior to the start of work. In order to expedite the processing of the permit and its requirements, the Contractor shall be required to obtain the services of an independent Environmental Scientist as herein described below in **Subsection 40.14.2** to perform this work and act as liaison with NYSDEC and NYCDEP.

40.14.2 QUALIFICATIONS

The Environmental Scientist utilized to perform the work required under this section must have adequate experience in work of this nature (obtaining Long Island Well Permit/Dewatering Permit) and must have previous experience in working with the NYSDEC and the NYCDEP, designing equivalent dewatering systems, and have successfully obtained the type of permits required under this contract. Prior to the start of work, the Contractor will be required to submit the name and resume of the Environmental Scientist for approval.

40.14.3 NYSDEC DEWATERING PERMITS

The dewatering system shall be designed by the Environmental Scientist using accepted and professional methods of design and engineering consistent with the best modern practices.

The material to be submitted shall include, but not be limited to the following:

- (1) Site Plan - Scaled, showing construction activity (e.g. excavation, pathway of the pipe, new outfalls, etc.) locations of well points, header pipes and pumps, and all staging and storage areas.

Also included herein shall be a layout of the complete dewatering system including the location of the discharge point. When permitted by the NYSDEC, discharge of groundwater on beach areas shall be done in such a manner as to prevent any erosion or siltation and will require the design and installation of splash blocks and/or settling basins.

- (2) Dewatering System Specifications:

- | | |
|-------------------------------|-----------------------------|
| (a) Number of Well Points | (h) Total Volume Pumped |
| (b) Diameter of Well Points | (i) Number of Pumps |
| (c) Spacing of Well Points | (j) Capacity of Pumps |
| (d) Length to Screen | (k) Duration of Pumping |
| (e) Depth to Bottom of Screen | (l) Initial and Average GPM |
| (f) Static Water Level | (m) Estimated Daily Pumpage |
| (g) Drawdown Required | (n) Flow Meter |

- (3) Cross Section - Scaled, showing well points, riser, header, annular material (if used) and other equipment associated with each point. A typical construction style drawing may be utilized. Should the Contractor be permitted to use a deep well system, all information regarding it must be submitted.

- (4) Drawdown Contour Map - Based upon a review of the surrounding area affected by the dewatering and upon boring within the project area and characteristics of the soils, the depth and pumping rate of dewatering system and the duration of the pumping, the Environmental Scientist shall submit both a narrative and diagram showing the anticipated maximum cone of depression which shall be shown

from both above and in cross section on scaled diagrams. Contour lines on diagrams shall be labeled to show depth from land surface.

- (5) Description of Site and Adjacent Areas - A short narrative shall be prepared describing the land use in the area paying attention to any potential sources of groundwater contamination that may migrate into the well's cone of depression, such as gas stations, chemical plants, wrecking yards, sanitary landfills, etc. Latest map of the area shall be included in the narrative.
- (6) Groundwater Analysis - The Environmental Scientist shall develop and submit a sampling and analysis program subject to NYSDEC Approval (a minimum of one groundwater sample from a site well shall be collected and analyzed). A laboratory certified by the New York State Health Department shall analyze the samples. The sampling and analysis program must include but is not limited to the following:

NYSDEC REGION 2 - DEWATERING PROJECTS SAMPLING INFORMATION

NO.	PARAMETERS	TYPE	EPA METHOD	DETECTION
1	pH	Grab	150.1	EPA min
2	Temperature	°F	After Pumping	EPA min
3	Fecal Coliform	Grab	5-Tubes/3-Dilutions	2-MPN/100-ml
4	Oil & Grease	Grab	413.1	EPA min
5	BOD5	Grab	405.1	EPA min
6	Total Suspended Solids	Grab	160.2	EPA min
7	Settleable Solids	Grab	160.5	EPA min
8	Chlorides	Grab	325.1-325.3	EPA min
9	Benzene	Grab	602	EPA min
10	Toluene	Grab	602	EPA min
11	Xylenes	Grab	602	EPA min
12	Ethylbenzene	Grab	602	EPA min
13	PCB's	Grab	608	(See Note 1)
14	Pesticides	Grab	608	EPA min
15	13 Priority Metals	Grab	200 series	EPA min
16	Acids Base/Neutrals	Grab	625-GC/MS'	EPA min
17	Halogenated Volatiles	Grab	601-GC	EPA min
18	Nitrate/Nitrite	Grab	300 or 353.3	EPA min
19	Aromatic Volatiles	Grab	602-GC	EPA min
20	Cyanide (total or amenable)	Grab	335.1/335.2	EPA min

NOTE:

- (1) List each individual aroclor found and report the concentration of each aroclor tested. Use the N.Y.S. detection limit, which is 0.065-µg/l.

Small dewatering projects with a total estimated pumped volume up to 15-Million Gallons (MG) require sampling analysis for parameters No.'s 1 through 12.

Medium dewatering projects with a total estimated pumped volume between 15-MG and 60-MG require sampling analysis for parameters No.'s 1 through 14.

Large dewatering projects with a total estimated pumped volume greater than 60-MG require sampling analysis for parameters No.'s 1 through 20.

Samples are to be collected after development of the well by a licensed well driller.

A laboratory certified by the NYS Department of Health must conduct all testing.

Irrespective of the aforementioned sampling requirements based on total estimated pumped volumes, the Department may require sampling of additional parameters if the proposed dewatering site is suspected of being contaminated.

40.14.4 SUBMISSION OF DEWATERING PLAN

The Environmental Scientist will be required to submit two (2) copies of the Dewatering Plan (together with all reports, materials, designs, drawings, maps and plans) to the Infrastructure Engineering Support Unit for review and approval. Once approved the Environmental Scientist shall submit in triplicate the Final Dewatering Plan to both the NYSDEC and the NYCDEP. The Dewatering Plan should be bound and bear the name of the Contractor, NYSDEC Application Number and the Signature of the preparer. All drawings and maps shall be on sheets 27-inches by 40-inches and to scale not less than 1"=30'.

40.14.5 DAMAGES

The Contractor shall be responsible for and shall repair at no cost to the City any damage caused by inadequate or improper design and operation of the dewatering system, and any mechanical or electrical failure of the dewatering system.

40.14.6 SYSTEM REMOVAL

The Contractor shall remove all dewatering equipment and temporary electrical service from the site. All wells shall be removed or cut off a minimum of three (3) feet below the final ground surface and capped. Holes left from pulling wells or wells that are capped shall be grouted in a manner approved by the Engineer.

40.14.7 PAYMENTS

No additional or separate payment will be made for any work described herein. The costs for all labor, materials, equipment, permit fees, samples, tests, reports, services and insurance required or necessary to perform all the work described herein shall be deemed included in the price bid for all items of work.

- (5) Refer to **Subsection 51.11 - Chambers**, Page V-73:
Add the following new **Subsection 51.11FGC**:

SECTION 51.11FGC FLAP GATE CHAMBER

51.11FGC.1 DESCRIPTION

The Flap Gate Chamber shall be constructed of the sizes dimensions shown complete with flap gate system, stop plank system, frames, covers and grates.

51.11FGC.2 MATERIALS

- (A) Concrete shall comply with the requirements of **General Specification 11- Concrete, as modified in Section 23.01.**
- (B) Brick and brick masonry shall comply with the requirements of **Section 23.02.**
- (C) Frames, covers and grates shall be of cast iron, unless otherwise shown on the contract plans, complying with the requirements of **Section 22.01**, Type 1. Malleable iron or cast steel covers, when required, shall comply with the requirements of **Section 22.01 and Section 22.04.**

- (D) Steps shall be cast iron and shall comply with the requirements of **Section 22.01**, Type 1, or shall be copolymer polypropylene plastic manhole steps with one-half (1/2) inch Grade 60 steel reinforcement and shall comply with the Sewer Design Standards.
- (E) Cement mortar shall comply with the requirements of **Section 23.03**.
- (F) Reinforcement shall comply with the requirements of **General Specification 11 - Concrete, as modified in Section 23.01**.
- (G) Structural steel shall comply with the requirements of **Section 23.05**.
- (H) Cast iron pipe shall comply with the requirements of **Section 21.03**.
- (I) Vitrified clay pipe shall comply with the requirements of **Section 21.02**.
- (J) Ductile iron pipe shall comply with the requirements of **Section 21.06**.
- (K) Tide gates shall be stainless steel low-flow flap gates as manufactured by H. Fontaine Ltd., or approved equivalent. Tide gates shall consist of: Stainless steel for flaps and frames, and thimbles when required shall be in accordance with ASTM A240 Type 316L; Bolts, studs, nuts and anchor bolts shall be in accordance with ASTM A276 Type 316, and ASTM F593 and F594 GR2 for Type 316; Hinges shall consist of stainless steel pin and have Ultra-High Molecular Weight Polyethylene (UHMWPE) bushings in accordance with ASTM D4020; and, Seals shall be made of Ethylene Propylene Diene Terpolymers (EPDM) in accordance with ASTM D2000.
- (L) Stop log system shall be stainless steel manufactured by H. Fontaine Ltd., or approved equivalent. Stop log system shall consist of: Stainless steel frames and logs in accordance with ASTM A240 Type 316L; Bolts, studs, nuts and anchor bolts shall be in accordance with ASTM A276 Type 316, and ASTM F593 and F594 GR2 for Type 316;

51.11FGC.3 SUBMITTALS

Submittals shall be in accordance with **Section 1.06.31 of the NYCDOT Standard Highway Specifications**

- (A) Shop Drawings
 - (1) Chamber
 - (2) Flapgate
 - (3) Stop Log System
 - (4) Grates
 - (5) Manhole Frame and Covers
- (B) The Contractor must be required to submit plans, details and other substantiating data as necessary to establish the adequacy of the Contractor's proposed means and methods of construction. These documents shall be prepared under the direction of and be signed and sealed by a Professional Engineer licensed to practice in the State of New York.

51.11FGC.4 METHODS

- (A) GENERAL – Flap Gate Chambers shall be constructed of the sizes and dimensions, and at the locations and to the elevations as shown on the plans or as ordered by the Engineer.

The Flap Gate Chamber shall be constructed "in the dry". The Contractor's means and methods of construction for the Flap Gate Chamber shall be submitted, prior to the start of work, to the Engineer for written approval.

- (B) **GENERAL CONSTRUCTION PROVISIONS** - The requirements of **DIVISION IV – GENERAL CONSTRUCTION PROVISIONS** shall apply to the work to be done hereunder.
- (C) **INVERTS** - Inverts of chambers shall be formed between transverse templates and shall be screeded. Where the radii of inverts are too small to permit screeding between templates, the inverts shall be shaped by means of interior forms. The concrete for inverts shall be deposited continuously for their entire cross section and length. Inverts shall be carefully protected from all injury during the progress of the work. The inverts of chambers shall be troweled smooth.
- (D) **SIDE WALLS** - Concrete in the side walls of chambers shall be deposited continuously to the height and to the thickness approved and for their entire length.
- (E) **ROOF** - Concrete in the roofs of chambers shall be deposited continuously for the full depths, and for the entire widths and lengths of the roofs. The outer surfaces of roofs shall be finished true and smooth.
- (F) **STEPS AND LADDERS** - The Contractor must furnish and install in the chambers, steps and ladders of the size, shape and spacing shown on the plans and on the Sewer Design Standards.
- (G) **SETTING FRAMES AND COVERS** - The brick masonry or concrete for the chambers shall be built to within such distance of the final grade as shown, specified or ordered. Frames and covers shall be as shown on the Sewer Design Standards. The frames shall be set on the masonry or concrete in a full bed of stiff fresh cement mortar.
- (H) **REINFORCEMENT AND STRUCTURAL STEEL** - The steel reinforcement shall be of the dimensions and shapes shown and installed in the manner specified in **General Specification 11 - Concrete, as modified in Section 23.01**. Structural steel shall be of the shapes and sizes shown and installed as directed.
- (I) **PRECAST CHAMBERS** - Chambers shall not be precast unless permission to do so is specified in the contract documents. Precast chambers when permitted in the contract documents shall comply with the requirements of **Subsections 51.21.4 and 51.31.4**.
- (J) **REMOVAL OF FORMS** - Forms shall be removed in accordance with **General Specification 11 - Concrete, as modified in Section 23.01**.
- (K) **BULKHEADS** - Approved construction joint bulkheads with provisions for keying and doweling for future sewers shall be provided, where shown or required.
- (L) **CONNECTIONS** - All connections to chambers of existing, new or future sewers and catch basin connections shall be constructed as shown on the plans or as directed. All connections for future sewers shall be closed with bulkheads of brick masonry eight (8) inches thick, unless otherwise shown on the plans or specified.
- (M) **WATERSTOPS** - Waterstops shall be provided between each successive pour in accordance with **Section 25.04**. Details shall be submitted for waterstops as part of the shop drawings.
- (N) **STOP LOG SYSTEM** - The Contractor must furnish and install in the chambers, a stop log system of frame, logs, and lifting mechanism of the size, shape and spacing shown on the plans, in accordance with the manufacturers recommendations and as directed by the engineer.

- (O) FLAP GATE - The Contractor must furnish and install in the chambers, a flap gate and size and shape shown on the plans and in accordance with the manufacturers recommendations and as directed by the engineer.

51.11FGC.5 MEASUREMENT

The quantities of chambers to be measured for payment shall be the number of chambers of each size and type, incorporated in the work, complete, as shown, specified or required with a flap gate system, a stop plank system, frames, covers and grates and all other required appurtenances.

51.11FGC.6 PRICE TO COVER

The contract price for "FLAP GATE CHAMBERS" shall be the unit price bid per each size and type chamber and shall cover the cost of all labor, materials, plant, equipment, samples, tests and insurance required and necessary to construct the chambers of the sizes and dimensions and at the locations and to the elevations shown, including the earth excavation of all materials of whatever nature encountered (**See NYCDEP Section 40.03 - Earth Excavation**); reinforcement and structural steel; all sheeting and bracing; pumping; fluming; bridging; breaking down and filling in of abandoned sewer appurtenances; connections; maintaining flow in sewers; backfilling; cleaning up; and furnishing and installing all other items necessary to complete this work and do all work incidental thereto, all in accordance with the plans and specifications, and as directed by the Engineer.

Included in the price hereunder shall be the cost for all labor and materials required to install the flapgate system with chain for lifting, stop plank system, frames, covers and grates.

The contract price hereunder shall also include the cost of all labor and materials required to connect at the chamber all existing and new sewers and basin connections; and all required structural steel, reinforcement and bulkheads for future sewer connections, as shown on the plans or as directed by the Engineer.

In addition, included in the price hereunder shall be the cost of all labor and materials necessary to remove all specified or ordered existing sewers, manholes, structures and appurtenances that may be in the line of the work and do all work incidental thereto, all in accordance with **Subsections 10.13 and 10.28 of the NYCDEP specifications** and as directed by the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
51.11 FGC	FLAP GATE CHAMBER	EA

- (6) Refer to **Subsection 51.61 – Outfall Structures**, Page V-104:
Add the following new **Subsection 7.55 SS**:

(Note: No additional or sperate payment will be made for this work, it must be deemed included in the unit prices bid for Item No. 51.61F001, 51.61F002, 51.61F003, and 51.61F004, **OUTFALL STRUCTURES.**)

SECTION 7.55 SS
STAINLESS STEEL RAILINGS
(NOT A BID ITEM)

7.55SS.1. INTENT. Under this section, the Contractor shall furnish and install fully welded, custom-fabricated, stainless steel railing.

7.55SS.2. REFERENCES.

- (A) American National Standards Institute (ANSI)
A117.1 Accessible and Usable Buildings and Facilities
- (B) American Society for Testing and Materials (ASTM)
- (C) American Welding Society (AWS) Structural Welding Code
- (D) All railings must meet ADA requirements.
- (E) Provide railing conforming to AASHTO 2.7.3-Pedestrian Railings.

7.55SS.3. SUBMITTALS. Follow the procedures in the General Conditions of **Section 1.06.31** of the NYCDOT Standard Highway Specifications.

- (A) Submit product data for each product used including, but not limited to, stainless steel tubing, sheet, and bar stock. The Contractor shall submit splice locations and splice details to the Engineer as part of shop drawings.
- (B) Follow the requirements of the **Section 1.06.13** of NYCDOT Standard Highway Specifications for submission of the shop and working drawings. Submit shop drawings showing fabrication and installation of stainless steel railings, inserts including dimensioned elevation and details of components and attachments to other units of work. Indicate materials, profiles of each member and fitting, joinery, splices and concealed connections for expansion, finishes, fasteners, anchorages and accessory items. Shop drawings shall incorporate accurate, field-verified topographic elevations and dimensions. Show and identify adjustments in the work made to accommodate field conditions, if any. Identify field dimensions. Include design loads. Include setting drawings, templates and directions for installation of anchorages to be installed as unit of work of other sections. Provide clear indication of alloy types covering each condition. All shop drawings for items under this Section shall be coordinated and submitted concurrently.
- (C) Samples for verification purposes of type of metal prepared of same thickness and alloy indicated for final unit of work with specified finish.

1. Provide three (3), 12 inch long samples of all linear shapes
2. Provide one (1) mock-up for splice of each railing type.
3. Provide mock-up of four (4) linear feet of railing.

(D) Delegated-Design Submittal: For railings, including analysis data signed and sealed by the NYS licensed professional engineer responsible for their preparation.

7.55SS.4. QUALITY CONTROL. Contractor shall provide the following qualifications:

Fabricator Qualifications: Metal fabricator with experience in successfully producing at least one stainless steel railings within the last 3 years similar to that indicated for this project, with sufficient production capacity to produce required units without causing delay in the work.

Installer Qualifications: Arrange for installation of stainless steel railings specified in this section by a metal installer experienced in the installation of at least one railing work within the last 3 years of type and extent specified.

Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.6/D1.6M, "Structural Welding Code – Stainless Steel."

7.55SS.5. MATERIALS. Provide stainless steel railings composed of metals of the forms and types which comply with requirements of referenced standards and which are free from surface blemishes where exposed to view in the finished unit. Exposed-to-view surfaces exhibiting pitting, seam marks, roller marks, "oil canning", stains, discolorations, or other imperfections on finished units are not acceptable.

Stainless steel tube, sheet, and bar stock shall be Type 316L alloy, ASTM A 554, matte bead blast finish. Alloy shall be Type 316L except where Type 304 is indicated on Contract Drawings. Standards for tube and pipe shall be ASTM A 312. Bars and shapes shall be ASTM A 276. Plate shall be ASTM A 240 or ASTM A 666. All railings and posts shall be fitted with end caps.

Bolts, anchor bolts, nuts, and washers and other fittings for attachment and anchorage shall be stainless steel Type 316L unless indicated otherwise on Contract Drawings.

Welding Rods and Bare Electrodes: Select according to AWS specifications for metal allow welded. For stainless steel railings, provide type and alloy as recommended by producer of metal to be welded and as required for color match, strength, and compatibility in fabricated items.

Non-Shrink Grout: shall be nonmetallic, factory-packaged, nonshrink, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C 1107M. Provide grout specifically recommended by manufacturer for exterior applications.

Acceptable Fabricators: Subject to compliance with requirements, fabricators offering stainless steel railing systems that may be incorporated in the work include, but are not limited to, the following:

1. Post Road Iron Works
345 West Putnam Avenue
Greenwich, CT 06830
888-869-6322
info@priw.com
2. Ment Brothers Iron Works Co., Inc.
11 Broadway #1131
New York, NY 10004

212-217-6500

3. Westfield Sheet Metal Works, Inc.
North 8th Street & Monroe Avenue
Kenilworth, NJ 07033
908-276-5500
info@westfieldsheetmetal.com

PROJECT CONDITIONS. Take field measurements prior to preparation of shop drawings and fabrication, to ensure proper fitting of stainless steel components on granite, concrete and steel surfaces.

DELIVERY, STORAGE AND HANDLING. Store stainless steel railing components and materials in clean, dry and secure location.

7.55SS.6. METHODS. The Contractor shall be required to manufacture, install and protect the railings as shown on the Contract Drawings and in accordance with approved shop drawings to be furnished by the Contractor prior to fabrication.

1. Performance Requirements:

- (A) Stainless steel railings, including attachments, shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
 - a. Uniform load of 50lb/ft applied in any direction.
 - b. Concentrated load of 200 lbf applied in any direction.
 - c. Uniform and concentrated loads need not be assumed to act concurrently.
 - (B) Thermal Movements: Provide railings 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.
 - a. Temperature Change (Range): 120 deg. F, ambient; 180 deg. F, material surfaces.
 - (C) Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.
2. Fabrication:
- (A) Assemble railings in the shop to greatest extent possible to minimize field splicing and assembly.
 - (B) Fabrication and welding to comply with NYSDOT Steel Construction Manual.
 - (C) At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.
 - (D) Fabricate railings and anchorage devices to comply with requirements indicated for design, dimensions, member sizes and spaces, details, and finish, but not less than that required to support structural loads.

- (E) Accurately form curved elements of railings to radii indicated on the drawings, without kinks. Where curvature is required on sloping railings, curvature shall be accurate in horizontal dimension while also providing the required slope. For changes in direction made by bending, use jigs to produce uniform curvature for each repetitive configuration required. Maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- (F) Tolerances: Railings shall 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 shall be 1/16". Maximum variation in horizontal alignment from true dimensions for top rails shall be 1/4". Maximum variation from true vertical alignment of railings shall be 1/4".
- (G) Cut, drill, shear, and punch metals cleanly and accurately. Remove burrs from exposed cut edges. Ease exposed edges to a radius of approximately 1/32", unless otherwise indicated.
- (H) Provide weep holes or another means to drain entrapped water in hollow sections of railing members that are exposed to exterior or to moisture from condensation or other sources.
- (I) Fabricate joints in watertight manner.
- (J) Coordinate the furnishing of anchorages with setting drawings, diagrams, templates, instructions, and directions of installation of items having integral anchors which are to be embedded in other construction, if any. Coordinate delivery of such items to the project site.
- (K) Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals. Obtain fusion without undercut or overlap. Remove flux immediately. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces – no evidence of weld.

3. Installation:

- (A) Provide anchorage devices and fasteners where necessary for securing railing systems to in-place construction; and other connectors as required.
- (B) Perform cutting, core-drilling and fitting required for installation of railing. Set products accurately in location, alignment and elevation, plumb, level and true, measured from established lines and levels. Set posts plumb or as indicated in the contract drawings within a tolerance of 1/16" in 3 feet and align rails so variations from level for horizontal or from parallel with wall slope do not exceed 1/4" per 12 Feet. Holes to receive railings shall be cleanly core-drilled in granite and other masonry surfaces using the smallest size diameter to fit the supports, with not more than 1/8" additional diameter. Holes shall be accurately located per layout plans, and railing shop drawings shall be prepared to fit the hole locations as field-verified. The holes shall be the full depth of stone as indicated on the Contract Drawings. Care shall be taken while drilling in granite such that no damage will be done. Any damage to masonry surfaces resulting from drilling operations shall 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.

- (C) For railing installation at concrete and granite surface, the railings shall be erected as detailed on Contract Drawings. After posts have been set in place and properly supported to hold them to line and grade, the annular space shall be filled level or slightly higher than top surface with non-shrinking grout. For sloped surfaces, non-shrink grout shall be poured 0.25" low; after the grout has hardened, any remaining depression on sloped holes shall be filled and screeded flush with stiff mixture of epoxy grout matching color of concrete. In no case should grout protrude above finish grade. Mask around drill holes as necessary to prevent grout from contacting or staining adjacent surfaces.
 - (D) Fit exposed connections accurately together to form tight, hairline joints or, where indicated, with uniform reveals and spaces for sealants and joint fillers. Where cutting, welding and grinding are required for proper shop fitting and jointing of ornamental metal items, restore finishes to eliminate any evidence of such corrective work.
 - (E) Do not cut 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.
 - (F) Cover anchorage joint with flange the same metal as post per Contract Drawings.
 - (G) 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. Weld connections that are not to be left as exposed joints, but cannot be shop welded because of shipping size limitations. Grind exposed welded joints smooth and restore finish to match finish of adjacent rail surfaces.
4. Protection:
- (A) Protect finish of railing systems from damage during construction period by use of temporary protective coverings approved by stainless steel fabricator. Remove protective covering as soon as need for protection has passed as directed by the Engineer.
 - (B) 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.
 - (C) 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.

- (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. HWQ1182B.

(NO FURTHER TEXT ON THIS PAGE)

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 SEVENTEEN (17) pages.

NO TEXT ON THIS PAGE

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**

**Broad Channel Streets and Bulkheads Reconstruction – Phase 2
West 14 to West 17 Roads from Cross Bay Boulevard to Bulkheads**

**BOROUGH OF QUEENS
CITY OF NEW YORK**

Capital Project ID: HWQ1182B

Prepared By:



30-30 Thomson Avenue
Long Island City, New York 11101

March 11, 2019

(NO TEXT ON THIS PAGE)

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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:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 C1	Handling, Transporting, and Disposal of Non-Hazardous Contaminated Soil	Tons

ITEM 8.01 C2 IN-SITU AND EX-SITU SOIL SAMPLING AND ANALYSIS FOR WASTE DISPOSAL PARAMETERS

8.01 C2.1 WORK TO INCLUDE

A. Description

The work 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:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 C2	In-Situ and Ex-Situ Soil Sampling and Analysis for Waste Disposal Parameters	Set

ITEM 8.01 H HANDLING, TRANSPORTING, AND DISPOSAL OF HAZARDOUS SOILS

8.01 H.1 WORK TO INCLUDE

A. General

This work 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 NYCDEC.
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 NYCDEC 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 NYCDEC.
- 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/manifests 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 NYCDEC 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 NYCDEC 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:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 W2	Sampling and Testing of Contaminated Water	Set

ATTACHMENT 1: NYCDEP LIMITATIONS FOR DISCHARGE TO 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 NYCDEC 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.

ATTACHMENT 4: PHASE II SUBSURFACE CORRIDOR INVESTIGATION REPORT

- Final -

Phase II Subsurface Corridor Investigation Report

For

**BROAD CHANNEL STREET AND BULKHEAD RECONSTRUCTION
WEST 14TH ROAD TO WEST 19TH ROAD
QUEENS, NEW YORK**

DDC PROJECT NO. HWQ1182B

WORK ORDER NO. 10542-LIRO-2-R-9918

CONTRACT REGISTRATION NO. 20141401623

Prepared for:



Office of Environmental and Geotechnical Services

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PROJECT NO. 13-110-0265

December 28, 2015

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EXECUTIVE SUMMARY

On behalf of the New York City Department of Design and Construction (NYCDDC), LiRo Engineers, Inc. (LiRo) conducted a Phase II Subsurface Corridor Investigation (Phase II SCI) for the Broad Channel Corridor (hereinafter referred to as the Corridor). The Corridor is located in the Broad Channel neighborhood of Queens, New York. The Corridor is approximately 4,985 feet long and consists of the following six (6) street segments:

- West 14th Road between Cross Bay Boulevard and the bulkhead bordering Broad Channel (approximately 718 linear feet);
- West 15th Road between Cross Bay Boulevard and the bulkhead bordering Broad Channel (approximately 716 linear feet);
- West 16th Road between Cross Bay Boulevard and the bulkhead bordering Broad Channel (approximately 838 linear feet);
- West 17th Road between Cross Bay Boulevard and the bulkhead bordering Broad Channel (approximately 890 linear feet);
- West 18th Road between Cross Bay Boulevard and the bulkhead bordering Broad Channel (approximately 1,033 linear feet); and,
- West 19th Road between Cross Bay Boulevard and the bulkhead bordering Broad Channel (approximately 790 linear feet).

This project is subject to additional review under City Environmental Quality Review (CEQR) by New York City Department of Environmental Protection (NYCDEP) since a portion of the proposed infrastructure work will include an outfall.

LiRo prepared a Phase I Corridor Assessment Report (CAR) dated August 5, 2015, which presented the results of a survey conducted along the Corridor to assess the presence of potential sources of subsurface contamination within, and in the immediate vicinity of, the Corridor. The Phase I CAR identified six (6) sites that had a potential “High” risk and eight (8) sites that had a potential “Moderate” risk to impact the subsurface (soil and/or groundwater) of the Corridor and recommended the performance of a Phase II SCI. The six (6) “High” risk sites are associated historical petroleum spills (now closed spills) associated with Super Storm Sandy. The objective of the Phase II SCI was to assess the presence of subsurface contamination that might impact proposed construction activities. Infrastructure improvements proposed for the Corridor consist of excavation for the installation of new roadways and bulkheads. The depth of excavation for the roadways is 3 to 6 feet beneath the existing roadways and 4 feet wide by 6 feet deep for bulkhead work. The Phase II SCI consisted of the following components:

- The advancement of 12 borings to a depth of approximately six (6) feet below grade (ftbg) or refusal, whichever was encountered first and the field screening of soil samples, including photo-ionization detector (PID) readings and visual and olfactory indicators of contamination (staining, odors);
- The collection of 12 grab soil samples which were analyzed for the following parameters: (1) United States Environmental Protection Agency (USEPA) Target Compound List (TCL) volatile organic compounds (VOCs); (2) TCL semi-volatile organic compounds (SVOCs) via USEPA Method 8270C; (3) Target Analyte List (TAL) metals via USEPA Method 6010/20/7000; (4) Pesticides via USEPA Method 8081A/608; and, (5) TCL polychlorinated biphenyls (PCBs);

- The collection of 12 composite soil samples which were analyzed for the following parameters: (1) Total Petroleum Hydrocarbon (TPHC) Diesel Range Organics/Gasoline Range Organics (TPHC DRO/GRO); (2) Resource Conservation and Recovery Act (RCRA) Characteristics; and, (3) Toxicity Characteristic Leaching Procedure (TCLP) RCRA Metals.
- The installation of three (3) temporary well points (TWPs), the collection of one (1) groundwater sample from each TWP and the laboratory analyses of these samples for the parameters published by the New York City Department of Environmental Protection (NYCDEP) as Limitations for Effluent to Sanitary or Combined Sewers (NYCDEP Sewer Discharge Criteria) and analysis of TCL VOCs, TCL SVOCs, TCL Pesticides, and PCBs TAL metals; and,
- As part of the sample collection and analytical process, Quality Assurance/Quality Control (QA/QC) samples were also collected to evaluate the precision and accuracy of the analytical data. The QA/QC sampling included one (1) duplicate soil grab samples, one (1) duplicate soil composite samples, one (1) laboratory supplied trip blank, and one (1) equipment blank for groundwater using laboratory supplied deionized water; and,
- The preparation of this report, which includes tables summarizing the laboratory analytical results and figures depicting boring locations, significant site features and, if applicable, contamination occurrence and distribution.

In order to evaluate the subsurface soil quality, laboratory analytical results were compared with the regulatory standards identified in (1) New York State Department of Environmental Conservation (NYSDEC) Subpart 375-6: Remedial Program Unrestricted and Restricted Use (Track 1 and Track 2) Soil Cleanup Objectives (SCOs); (2) NYSDEC CP-51 Soil Cleanup Levels (SCLs) which include Supplemental Soil Cleanup Objectives (SSCOs) to NYSDEC Subpart 375-6 and SCLs for gasoline/fuel oil contaminated soil; and, (3) the Toxicity Characteristic Regulatory Levels for Hazardous Waste published in RCRA and New York City Code of Rules and Regulations (NYCRR) Part 371. In order to evaluate the groundwater quality, the laboratory analytical results for the groundwater samples were compared to the NYCDEP Sewer Discharge Criteria and NYSDEC Technical and Operational Guidance Series (TOGS 1.1.1) Ambient Water Quality Standards/Guidance Values (AWQSGVs) for Class GA groundwater.

The subsurface soils encountered during this Phase II SCI consisted predominantly of grey, brown, beige, and ivory colored fine to medium sand with trace to some silt. Man-made materials (i.e., red brick and concrete), which are indicative of urban fill, was encountered in one (1) boring at a depth of 0 to 6 ftbg. Groundwater was encountered at varying depths throughout the Corridor, ranging from 2 to 6 ftbg. Bedrock was not encountered during the Phase II SCI.

Field screening did not identify any elevated PID readings or any visual or olfactory evidence of petroleum impacts along the Corridor.

Soil Data

SVOCs, including benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, chrysene, and indeno(1,2,3-cd)pyrene, were detected at concentrations exceeding their corresponding Unrestricted Use (Track 1) SCOs, Restricted Use (Track 2) SCOs, and CP-51 SCLs in SB-12. The detected SVOCs are polycyclic aromatic hydrocarbons (PAHs) and may be: (a) residuals from releases of petroleum products, including Superstorm Sandy or other isolated releases in the area of the Corridor; and/or, (b) indicative of

the presence of historic fill material placed at the Corridor. TAL metals, including iron, lead, mercury, and/or zinc, were detected at concentrations exceeding their corresponding Unrestricted Use (Track 1) SCOs, Restricted Use (Track 2) SCOs, and/or CP-51 SCLs in all 12 samples collected. Iron was reported above the CP-51 SCL in all 12 grab soil samples collected. Based on their consistency, most of the reported metal concentrations are attributed to background levels. However, some of the reported concentrations for the other metals may be attributed to contaminants in historic fill material placed throughout the Corridor. One (1) pesticide, 4,4'-DDT, was detected at a concentration above the corresponding Unrestricted Use (Track 1) SCO in four (4) of the 12 samples collected including SB-04, SB-10, SB-11, and SB-12. VOCs and PCBs were not detected in the 12 grab soil samples collected.

TPHC-DRO were detected at concentrations ranging from approximately 14 mg/kg to 37 mg/kg in seven (7) samples. There is no regulatory standard for TPHC-DRO.

Groundwater Data

Total Suspended Solids (TSS) was detected at a concentration of 530 milligrams per liter (mg/L) in sample TWP-01. This concentration exceeds the NYCDEP Sewer Discharge Limitation of 350 mg/L. VOCs, SVOCs, metals, pesticides, and PCBs, were not detected in the three (3) groundwater samples collected.

Quality Assurance/Quality Control Data (QA/QC)

One (1) duplicate soil sample was collected from SB-11 and analyzed for VOCs, SVOCs, metals, pesticides, and PCBs. The results for this duplicate sample were consistent with those detected within the primary SB-11 soil sample.

One (1) equipment blank sample was collected during the subsurface investigation. Based on the analytical results of this sample, no VOCs, SVOCs, metals, pesticides, or PCBs were detected.

No VOCs were reported within the one (1) trip blank sample submitted for analysis.

Conclusions and Recommendations

Based on the evaluation of the field screening data and the laboratory analytical results, and a comparison to applicable regulatory standards, the following conclusions are presented:

- Field screening did not identify PID readings or any visual or olfactory evidence of impacts along the Corridor;
- Laboratory analytical results identified SVOC, metals, pesticide, and TPHC-DRO-impacted soils along the Corridor. The presence of elevated concentrations of SVOCs, metals, pesticides, and TPHC-DRO in subsurface soils in the Corridor is attributed primarily to: (a) residuals from releases of petroleum products, including Superstorm Sandy or other isolated releases in the area of the Corridor; (b) indicative of the presence of historic fill material placed at the Corridor; and/or, (c) natural background levels (metals);
- The subsurface soil samples collected from the Corridor did not exhibit hazardous waste characteristics.

- Groundwater samples contained concentrations of TSS that exceeded the NYCDEP Sewer Discharge Criteria. The presence of elevated levels of TSS in the groundwater is attributed to the fact that the (unfiltered) sample was collected from a TWP and not a permanent monitoring well. However, the groundwater samples collected from TWPs are considered to be more representative of conditions to be encountered during construction activities.

Based on the results of the field investigation and laboratory analytical results, LiRo recommends the following:

- The Contract documents should identify provisions and a contingency for managing, handling, transporting and disposing of non-hazardous contaminated soil. The Contractor should be required to submit a Material Handling Plan to identify the specific protocol and procedures that will be employed to manage the waste in accordance with applicable regulations;
- Due to the presence of SVOC (SB-12), metal (SB-01, SB-03, SB-05, SB-11, and SB-12), pesticide (SB-04, SB-10, and SB-12), and TPHC-DRO (SB-01, SB-05, SB-06, SB-08, SB-10, SB-11, and SB-12) concentrations above applicable standards in the investigated sites, dust control procedures are recommended during excavation activities to minimize the creation and dispersion of fugitive airborne dust. The Contractor may implement dust control measures to minimize potential airborne contaminants released as a direct result of construction activities. A Community Air Monitoring Plan (CAMP) shall be developed in accordance with NYSDEC Division of Environmental Remediation (DER)-10 Regulations. The CAMP requires real-time monitoring for VOCs and particulates (i.e., dust) at the downwind perimeter of each designated work area when certain activities are in progress at contaminated sites. The CAMP is intended to provide a measure of protection for the downwind community from potential airborne contaminant releases as a direct result of investigative and remedial work activities. Specific requirements shall be reviewed for each situation in consultation with NYSDOH to ensure proper applicability;
- Dewatering may be necessary during construction activities in the Corridor. Since TSS were detected in groundwater samples at concentrations exceeding the NYCDEP Sewer Discharge Limitations, groundwater may require pre-treatment for TSS prior to discharge. Therefore, should dewatering be necessary during construction activities within the Corridor, the contractor should be required to obtain NYCDEP sewer discharge permit;
- If discharge into storm sewers (which ultimately discharge to surface water) is required during dewatering, it may be done under the appropriate NYSDEC State Pollutant Discharge Elimination System (SPDES) permit. Additional sampling and laboratory analysis may be required to satisfy NYSDEC requirements prior to discharge into storm sewers; and,
- Before beginning any excavation activity, the contractor shall submit a Corridor-specific health and safety plan (HASP) that will meet the requirements set forth by the Occupational, Safety and Health Administration (OSHA), the New York State Department of Health (NYSDOH) and any other applicable regulations. The HASP should identify the possible locations and risks associated with the potential contaminants that may be encountered, and the administrative and engineering controls that will be utilized to mitigate concerns (i.e., dust control procedures for SVOC, metals, pesticide, and TPHC-DRO).

1.0 INTRODUCTION

On behalf of the New York City Department of Design and Construction (NYCDDC), LiRo Engineers, Inc. (LiRo) conducted a Phase II Subsurface Corridor Investigation (Phase II SCI) of the Broad Channel Corridor (hereinafter referred to as the Corridor). The Corridor is located in the Broad Channel neighborhood of Queens, New York.

The Corridor is approximately 4,985 feet long and consists of the following six (6) street segments:

- West 14th Road between Cross Bay Boulevard and the bulkhead bordering Broad Channel (approximately 718 linear feet);
- West 15th Road between Cross Bay Boulevard and the bulkhead bordering Broad Channel (approximately 716 linear feet);
- West 16th Road between Cross Bay Boulevard and the bulkhead bordering Broad Channel (approximately 838 linear feet);
- West 17th Road between Cross Bay Boulevard and the bulkhead bordering Broad Channel (approximately 890 linear feet);
- West 18th Road between Cross Bay Boulevard and the bulkhead bordering Broad Channel (approximately 1,033 linear feet); and,
- West 19th Road between Cross Bay Boulevard and the bulkhead bordering Broad Channel (approximately 790 linear feet).

Infrastructure improvements proposed for the Corridor consist of excavation for the installation of new roadways and bulkheads. The depth of excavation for the roadways is 3 to 6 feet beneath the existing roadways and 4 feet wide by 6 feet deep for bulkhead work. The Phase II SCI was conducted to determine if the Corridor's environmental condition might impact proposed construction activities.

This project is subject to additional review under City Environmental Quality Review (CEQR) by New York City Department of Environmental Protection (NYCDEP) since a portion of the proposed infrastructure work will include an outfall.

1.1 Summary of Previous Environmental Investigations

LiRo prepared a Phase I Corridor Assessment Report (Phase I CAR) dated August 5, 2015, which presented the results of a survey conducted along the Corridor to assess the presence of potential sources of subsurface contamination within, and in the immediate vicinity of, the Corridor. The survey also included a review of fire insurance maps to document historical use and a limited review of the New York State databases to identify sites that are known to be contaminated.

The Phase I CAR identified six (6) sites that had a Final "High" risk and eight (8) sites that had a Final "Moderate" risk to impact the subsurface of the Corridor and recommended advancing a total of 12 borings, installing temporary well points, and collecting soil and groundwater samples to assess potential impacts. The six (6) "High" risk sites are associated historical petroleum spills (now closed spills) associated with Super Storm Sandy.

HIGH RISK SITES

- 1) Street Segment along West 14th Rd. - Heating Oil Tank Spill Sites, multiple addresses and Block and Lot numbers (High Risk Site No. 1) – **SB-01 through SB-02**
- 2) Street Segment along West 15th Rd. - Heating Oil Tank Spill Sites, multiple addresses and Block and Lot numbers (High Risk Site No. 2) – **SB-03 through SB-04**
- 3) Street Segment along West 16th Rd. - Heating Oil Tank Spill Sites, multiple addresses and Block and Lot numbers (High Risk Site No. 3) – **SB-05 through SB-06**
- 4) Street Segment along West 17th Rd. - Heating Oil Tank Spill Sites, multiple addresses and Block and Lot numbers (High Risk Site No. 4) – **SB-07 through SB-08**
- 5) Street Segment along West 18th Rd. - Heating Oil Tank Spill Sites, multiple addresses and Block and Lot numbers (High Risk Site No. 5) – **SB-09 through SB-10**
- 6) Street Segment along West 19th Rd. - Heating Oil Tank Spill Sites, multiple addresses and Block and Lot numbers (High Risk Site No. 6) – **SB-11 through SB-12**

MODERATE RISK AREAS

- 1) Former Auto Repair Facility (current residence), “47 18th” (assumed to be 47 West 18th Rd.) (Moderate Risk Site No. 1) – **SB-07**
- 2) Former Auto Repair Facility/Gas Station with Two (2) Gas Tanks/currently Channel Oil, Inc. (Heating Oil Company), 1811 Cross Bay Blvd./1815-1817 Cross Bay Blvd. (Moderate Risk Site No. 2) – **SB-12**
- 3) Undertakers (Hildebrand Funeral Homes, Inc.), 1338 (1238) Cross Point Blvd. (Moderate Risk Site No. 3) – **SB-02**
- 4) Former Storefront with Gas Tank (currently Broad Channel Park), 1602 Cross Point Blvd. (Moderate Risk Site No. 4) – **SB-06**
- 5) Storefront with Gas Tanks, 1632 Cross Bay Blvd. (Moderate Risk Site No. 5) – **SB-10**
- 6) Former Auto Repair Facility with a Gas Tank (current storefront and residence), 1634-1636 Cross Bay Blvd. (Moderate Risk Site No. 6) – **SB-10**
- 7) Former Gas Station with Three (3) Gas Tanks (current residence), 1810-1812 Cross Bay Blvd. (Moderate Risk Site No. 7) – **SB-12**
- 8) Three (3) Former Gas Stations with 14 Gas Tanks, 2100-2118 Cross Bay Blvd./2202 Cross Bay Blvd./currently Cross Bay Veterans Bridge, Toll Property, and Parking Lot, 2050 Cross Bay Blvd. (Moderate Risk Site No. 8) – **SB-12**

1.2 Scope of Work

The Phase II SCI consisted of a field investigation, laboratory analyses, and the preparation of this report, which includes tables summarizing the laboratory analytical results and figures depicting boring locations, significant site features and, if applicable, contamination occurrence and distribution. Drilling activities for the field investigation were performed by Aquifer Drilling and Testing, Inc. (ADT) of Mineola, New York. Oversight of drilling activities was performed by LiRo. Laboratory analyses were provided by Con-Test Analytical Laboratories (Con-Test) of East Long Meadow, Massachusetts, a NYS Department of Health (NYSDOH) approved laboratory (No. 10899). Field derived Quality Assurance/Quality Control (QA/QC) samples (i.e., field blanks, trip blanks, and duplicates) were also collected for this project. The field investigation was conducted from November 17 through 20, 2015 and consisted of the following components.

- The advancement of 12 borings (SB-01 through SB-12) to a depth of 6 feet below grade (ftbg) or refusal, whichever was encountered first. The borings were cleared to a depth of six (6) feet using an air knife and/or a vacuum excavator (Vacex). Soil samples were collected using disposable spoons. In addition, a Corridor specific Health and Safety Plan was prepared prior to commencing field work.
- Field screening, classification, and identification of soils from the ground surface to the bottom of each boring was completed. Soil samples were visually classified in the field using the Unified Soil Classification System (USCS). Field screening consisted of identifying visual and olfactory indicators of impacts as well as screening with a photoionization detector (PID) unit.
- The collection of one (1) composite and one (1) grab sample from the 12 soil boring locations (SB-01 through SB-12). Duplicate QA/QC soil samples were also collected including one (1) duplicate grab sample and one (1) duplicate composite sample from soil boring SB-11. The composite samples were comprised of soil from the entire boring column. The grab samples were collected from the 6-inch interval above the saturation zone or from the bottom 6-inch interval of the boring.
- Laboratory analysis of the composite samples for: (1) Total Petroleum Hydrocarbon Diesel Range Organics/Gasoline Range Organics (TPHC-DRO/GRO) via USEPA Method 8015B; (2) Resource Conservation and Recovery Act (RCRA) Characteristics via USEPA SW-846; and, (3) Toxicity Characteristic Leaching Procedure (TCLP) RCRA Metals via USEPA SW-846.
- Laboratory analysis of the grab samples for: (1) TCL volatile organic compounds (VOCs) by USEPA Method 8260; (2) TCL semi-volatile organic compounds (SVOCs) via USEPA Method 8270C; (3) Target Analyte List (TAL) metals via USEPA Method 6010/20/7000; (4) Pesticides via USEPA Method 8081A/608; and (5) TCL polychlorinated biphenyls (PCBs).
- The installation of three (3) temporary well points (TWP) in borings SB-01, SB-05, and SB-09, and the collection of one (1) groundwater sample from each TWP using direct push technology by installing a slotted PVC screen perpendicular to the groundwater table and riser pipe to grade. The soil borings were advanced to 10 ftbg for the collection of groundwater samples. Dedicated PVC tubing was deployed in each TWP and connected to a check valve to extract the groundwater samples.
- Laboratory analysis of the groundwater samples for the parameters published by the New York City Department of Environmental Protection (NYCDEP) as Limitations for Effluent to Sanitary or Combined Sewers (NYCDEP Sewer Discharge Criteria) and analysis of TCL VOCs, TCL SVOCs, TCL Pesticides, PCBs, and TAL metals.

2.0 CORRIDOR INFORMATION

2.1 Corridor Location, Description and Use

The Corridor is located in the Broad Channel neighborhood of Queens, New York. The Corridor consists of the following streets: West 14th Road, West 15th Road, West 16th Road, West 17th Road, West 18th Road, and West 19th Road between bulk heads bordering Broad Channel and Cross Bay Boulevard. The Corridor is developed with paved roadways and existing infrastructure systems. The location is shown on Figure 1.

Property usage along and surrounding the Corridor consists primarily of residential use with limited commercial use adjacent to the Corridor along Cross Bay Boulevard. One (1) property of potential environmental concern noted along the Corridor during the Corridor reconnaissance included the following:

- Channel Oil, Inc. (Heating Oil Company), 1811 Cross Bay Blvd. (Former Auto Repair Facility/Gas Station with Two (2) Gas Tanks, 1815-1817 Cross Bay Blvd.) (Moderate Risk Site No. 2)

2.2 Description of Surrounding Properties

Property uses off the Corridor, but in the immediate area of the Corridor, are primarily comprised of commercial and residential properties. One (1) property of potential environmental concern noted in the area near the Corridor includes the following:

- Undertakers (Hildebrand Funeral Homes, Inc.), 1338 (1238) Cross Point Blvd. (Moderate Risk Site No. 3)

2.3 Corridor and Regional Topographic Setting

Based on a review of the United States Geological Survey (USGS.) 7.5-Minute Quadrangle Map, Far Rockaway NY, dated 1972, the elevation of the Corridor ranges from 9 feet above mean sea level (MSL) by Cross Bay Boulevard to 0 feet MSL by West Broad Channel. The topography of the immediate Corridor area is relatively flat with a slight decrease in elevation from east to west along the Corridor. A copy of the topographic map is presented in Figure 1.

2.4 Corridor and Regional Geology

Site and regional geology and hydrogeology are based on information provided in the Geologic Map of New York State (Lower Hudson Sheet) and the USGS "Hydrogeologic Framework of Long Island, New York."

Consolidated bedrock is of Precambrian and Paleozoic age. The thickness of the unconsolidated sequence ranges from zero (0) to approximately 1,300 ftbg from north to south. Outcrops of metamorphic bedrock can be found along the northwest portions of Queens.

Physiographically, Queens County is part of the Long Island Hydrogeologic System. In a roughly north-south cross section, the geology can be characterized as a wedge-shaped layer of Cretaceous and Pleistocene age unconsolidated sediments, that increase in thickness towards the south-southeast. Several impermeable clay layers are found within these sediments, generally creating three (3) distinct aquifers. The deep aquifers in southeastern Kings and Queens Counties extend into Nassau and Suffolk Counties and are the sole source of drinking water for Nassau and Suffolk Counties and as such is it protected in Kings and Queens Counties. However, the potable water supply for NYC municipal water system is primarily withdrawn from the Catskills Reservoirs in Upstate New York. Therefore, the actual potable water supply for the Corridor actually comes from the NYC municipal water system.

The first unconfined aquifer encountered is the upper glacial aquifer. The depth to the water table varies but generally follows topography. In areas of higher topography associated with glacial moraine deposits, the water table is as deep as 100 ftbg. Closer to sea level, groundwater can occur at depths of 5 to 10 ftbg. Generally, groundwater flow follows topography, with flow from higher to lower elevations. The terminal moraine deposits in the northern portions of Queens and Kings Counties act as a groundwater divide.

The nearest surface water body to the Corridor is Broad Channel, which is located west adjacent to the Corridor.

The subsurface soils encountered during this Phase II SCI consisted predominantly of grey, brown, beige, and ivory colored fine to medium sand with trace to some silt. Man-made materials (i.e., red brick and concrete), which are indicative of urban fill, was encountered in one (1) boring at a depth of 0 to 6 ftbg. Groundwater was encountered at varying depths throughout the Corridor, ranging from 2 to 6 ftbg. Bedrock was not encountered during the Phase II SCI.

2.5 Corridor and Regional Hydrogeology

Site and regional hydrogeology are based on information provided in the USGS "Hydrogeologic Framework of Long Island, New York." Groundwater generally occurs within the unconsolidated sediments. Groundwater also occurs in bedrock within secondary permeability zones such as fractures, faults, and foliation planes. Regional groundwater flow direction is generally controlled by regional topography with groundwater flow from higher to lower elevations. Based on the Corridor topography, groundwater flow direction in the area of the Corridor is anticipated to flow towards West Broad Channel. Estimated groundwater levels and/or flow direction(s) may vary due to seasonal fluctuations in precipitation, local usage demands, geology, underground structures, or dewatering operations. Based on the topographic mapping, groundwater is anticipated to be present at depths less than 10 ftbg.

Based upon the information supplied in the Radius Map Report provided by Environmental Data Resources, Inc. (EDR) of Shelton, Connecticut, the Corridor falls within national wetland areas. No state wetlands were identified within the area of the Corridor. The national wetlands identified along the Corridor include E1UBL and E2US2N.

The Corridor is located within the limits of 100- and 500-year flood zones based on the EDR report. The 100-year flood zones are identified as A Zone, Coastal A Zone, V Zone, and LiMWA. During the Phase II SCI investigation, groundwater was observed at shallow depths ranging from 2 to 6 ftbg. During Super Storm Sandy, which occurred in October 2012, the Corridor area was inundated with flooding to approximately 4 ft above the ground surface.

“The Phase II report file is available from the ACCO Bid Office on a CD that is part of a purchased set of bid documents. The file will also be uploaded to NYCDDC, BID DOCUMENTS ONLINE website for contractors to download the report.”

UI - PAGES

UTILITY INTERFERENCES SECTION

NOTICE

THE PAGES CONTAINED IN THIS SECTION (UI - PAGES) REPRESENT ADDITIONAL CONTRACT REQUIREMENTS APPLYING TO WORK PERFORMED IN THE PRESENCE OF PRIVATELY OWNED UTILITY FACILITIES.

(NO TEXT ON THIS PAGE)

UTILITY INTERFERENCES (UI) SECTION

DATED: November 7, 2018

1. The Contractor shall be responsible for compliance with all the provisions of the following Sections and Schedules, which are hereby made a part of the original contract documents:
 - A. "UI SECTION: Additional Contract Requirements Applying to Work Performed in the Presence of Privately Owned Utility Facilities" (Pages UI-3 through UI-11).
 - B. Schedule U-1 (Page UI-13).
 - C. Schedule U-2 (Con Edison pages UI-14 through UI-18, Time Warner pages UI-19 through UI-20, Verizon pages UI-21 through UI-22)
 - D. Schedule U-3 Page UI-23 (as per the Private Utilities reference document for UI SECTION called "CET SPECIFICATIONS AND SKETCHES", dated November 2010), in this Section UI-Pages; and,
 - E. Utility drawings (10 Sheets) consisting of:
 - * Con Edison - Low Tension Mains & Service Plates (04 sheets)
 - * Con Edison - Conduits and Ducts Occupancy Plates (02 sheets)
 - * Time Warner - Cable System Prints (04 sheets)All 10 (Ten) drawings are attached to the Plans.
2. Each facility operator shall provide inspectors at the work site to inspect methods of interference work, verify quantities and items of Utility Work, and coordinate all phases of the facility operator operations.
3. In addition, the following statements are made to provide clarification of various Paragraphs under UI Section:
 - A. UI Section, Paragraph 4, requires the Contractor to immediately commence negotiations with each Company for an Interference Agreement under which the Company will compensate the Contractor for any Interference Work which the Company does not elect to perform with its own forces or by specialty contractors retained by the Company. Thus the Contractor is on notice that its work under the Contract may be affected by Interference Work performed by (a) the Contractor pursuant to a separate Interference Agreement with the Company, (b) the Company, or (c) partly by each.

- B. UI Section, Paragraph 2, informs the Contractor that the duration of the Contract as shown in Schedule A includes the time which may be necessary for the Contractor to perform the necessary Interference Work.
- C. The Contractor is hereby informed that the duration of the Contract as shown in Schedule A includes the time which may be necessary for the Company to perform whatever portion of the Interference Work which the Company elects to perform with its own forces or by specialty contractors retained by the Company.
- D. UI Section informs the Contractor that the City has entered into an Interference Agreement with the Companies regarding interferences to the City work in this Contract created by the facilities owned and/or operated by such Companies. Pursuant to this Section, a sample of the Utility Agreement letter as executed by the Companies is annexed on page UI-12, as an Exhibit to the Contract. Signed copies of those Utility Agreement letters are on file with New York City Department of Design and Construction (DDC).
- E. The City has no contract with any of the Companies for work on or adjacent to the site of work under this Contract, and the Companies are not "Other Contractors" as defined for the purposes of this Contract. The Contractor is reminded, however, that pursuant to UI Section, Paragraph 4, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, regardless of whether such Interference Work is covered by an Interference Agreement between the Contractor and the Company or is performed by the Company using its own forces or by specialty contractors retained by the Company.
- F. UI Section, Paragraph 14, provides that the provisions of UI Section are material provisions of the Contract and that the Contractor's failure to comply with the procedures set forth in UI Section are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

Pursuant to this Section, the Contractor is informed that the Performance Bond required of the Contractor pursuant to the Contract is not deemed to guarantee performance of any of the Interference Work.

Utility Interferences Section - Additional Contract Requirements Applicable to Work Performed in the Presence of Privately Owned Utility Facilities

The Contractor is hereby notified that pursuant to the law and franchise agreements issued by the City, certain private utility and public service companies named in Schedule U-1 ("the Companies") own and/or operate surface and/or subsurface facilities within the limits of this contract. The existence of these facilities impacts the productivity of the City work called for in the contract. In order to improve coordination of the City construction with the private utility facilities owned and/or operated by the Companies named in Schedule U-1, Article 1.06.30 of the Standard Highway Specifications of the New York City Department of Transportation, Dated August 1, 2015; and/or Articles 10.15 through 10.18 of the Standard Sewer and Water Main Specifications of the New York City Department of Environmental Protection, Dated July 1, 2014; as applicable, are amended and will be implemented as follows:

1. Pre-engineering:

The anticipated scopes of private utility facilities interferences and anticipated work items and specifications are included in this contract. The locations of these interferences are indicated on the plans and/or listed in the specifications for this contract, and a schedule of estimated quantities by type of interference expected to be encountered within the limits of this project area have been listed on Schedule U-2. In addition, in Schedule U-3 the Companies have provided standard details and methods for supporting, protecting, relocating, and/or working around their facilities when they are in interference with City contract work.

2. Means and methods for City work:

a) The Contractor is hereby notified that the utility interferences identified on the plans and/or listed in the Specifications to be known conditions which may impact the performance of, and/or interferes with, City work. The Contractor will be required to perform such utility work as directed by the Resident Engineer in order to clear all utility interferences from the project site as required for satisfactory completion of City work within specified contract schedule.

b) In areas serviced by overhead lines on poles carrying electric, telecommunication and cable system, the Contractor understands and by bidding for this contract agrees that he/she has reviewed the schedule of estimated quantities by type of interference expected to be encountered within the limits of this project and that he/she will be required to perform the public work in the presence of these overhead lines and appurtenances located in areas adjacent and/or within the project area. As a consequence he/she will select means and method of construction appropriate to maintain the safety clearances required or as permitted by contract specifications (e.g. "CET 350 – Overhead Accommodation Protection of Overhead Facilities, Poles, and Appurtenances") in order to avoid damaging the insulation or shielding of these lines and also to prevent knocking them down. The

duration of the contract as shown in Schedule A thus includes the time which may be necessary for the Contractor to remove, repair, protect, support, shift, temporarily remove and replace, work around and/or work in the presence of the Companies' facilities ("Interference Work") as described on the plans and/or specifications of the contract during the progress of the City work.

3. *Field inspection prior to construction:*

Prior to the start of any contract work in areas serviced by overhead electric lines, and after the award to the apparent low bidder for this contract, the Contractor must request a field walk of the project area along with the operator of the overhead electrical facilities and the DDC Engineer-In-Charge. At that time the facility operator, pursuant to contract specification (e.g. "CET 350 – Overhead Accommodation Protection of Overhead Facilities, Poles, and Appurtenances") will confirm the type and condition of the overhead electrical lines and the sufficiency of their insulating properties with respect to the means and methods proposed by the Contractor. The Contractor must be prepared to describe in enough details his/her proposed means and methods of construction operations in order to anticipate the likelihood that electric lines insulation would be cut or otherwise compromised. Also such details will allow the facility operator to anticipate the need for added insulation and/or shielding of non-insulated lines.

4. *Compensation for interference work:*

Compensation for Interference Work is a matter of adjustment between the Contractor and each private utility company located within the limits of the project area and whose utility facilities are affected by City contract work. In particular, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, including, but not limited to, delay, lost profit, increased overhead, or any other impact costs which are deemed to be included in cost agreement between the Contractor and private utility company affected by such work. Upon receipt of a Notice of Award from the City, the Contractor shall immediately commence negotiations with each of the Companies concerning the manner in which and the price for which the Contractor, through its own forces or by others hired by it, will perform and be paid by the Company for all necessary Interference Work as defined above that the Company(ies) choose(s) not to perform with its(their) own forces or by specialty Contractors hired by it (them) (as per "Interference Agreement"). Specialty contractors' work is limited to (i) insulation installation and removal, (ii) live gas and steam work, (iii) cleanup and disposal of hazardous materials, (iv) splicing live electrical and telecommunications facilities, and (v) work not within the competence of general construction contractors.

5. Interference Agreement:

a) The Companies have provided estimate of the quantity of each type of interferences expected to be encountered in the contract in Schedule U-2. The parties may negotiate an Interference Agreement in any format or manner they deem fit based on quantities and types of Interferences expected to be encountered on this Contract as stated in Schedule U-2.

b) Furthermore, in Schedule U-3, standard unit work measurement and payment provisions are specified and shall apply only if the Contractor and affected Utility companies enters into a unit price based on an Interference Agreement, otherwise the unit of work measurement, and payment provisions set forth in Schedule U-3 shall not apply. The Contractor shall notify the City upon concluding an Interference Agreement with each of the Companies, which shall be binding and final once concluded.

6. City contract work to continue without Interference Agreement:

If, prior to the start of construction, as directed by the City's Order to work / Notice To Proceed (OTW/ NTP) date any of the Companies and the Contractor have not concluded an Interference Agreement as described above, then the City will issue to private utility company (ies) in a written "48 Hours' notice to Public Corporation" in accordance with the Administrative Code of the City of New York. Construction will then proceed as ordered and the Contractor will be directed by the Resident Engineer (RE) to perform the City work on Time, Material and Equipment basis (T&M) as specified in standard City contract agreement Article 26.2. T&M records will include identification of types of utility facilities interfering with City work, utility facility owners, specifying the nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work and crew size, such as: name and number of each worker employed on such work. T&M records will also indicate the hours of active time, standby time and idle time. The Company (ies) and the Contractor will maintain separate records of the actual quantity and cost of labor, materials, and equipment expended, and will provide copies of this information to the other party on a daily basis for reconciliation. These T&M records along with cost evaluations will be submitted daily to the Resident Engineer for review and approval. The total cost of City work will be based on quantity of work performed multiplied by unit price contract bid items. The total interference cost will be calculated as the difference between the total T&M cost and total cost for City work. The Resident Engineer will conduct a monthly reconciliation session of the daily T&M records with the affected Company (ies) and the Contractor. If the Contractor and affected utility companies cannot reconcile their T&M records, by the last day of each month, then the Resident Engineer will submit the approved City's T&M records along with total cost evaluations to the DDC Director of Construction who will review these records and recommend approval and validity certification by the DDC Construction Assistant Commissioner.

- a) Copies of the DDC approved and certified T&M records will then be transmitted by the DDC to the Contractor and the utility companies. These certified records may be used by the Contractor for compensation claims against the responsible private facility owners, or may be used by any party as supporting documentation in dispute regarding compensation for performing Interference Work as identified in Schedule U-2. The Contractor will be required to perform City work while invoices are submitted by the Contractor to the utility companies for payment within 30 days, or while compensation disputes between the Contractor and affected company (ies) are submitted to Binding Arbitration process described in Paragraph 10.
- b) All issues related to utility work and/or delays due to compensation disputes or claims against utility companies are not allowable as justification for granting contract time extensions or delay claims against the City. The City may assess liquidated damages specified in the contract for net overall delays suffered by City contract work as a result of utility issues, disputes and claims.
- c) The standard City contract dispute resolution process specified in Article 27 "Presentation of disputes to Commissioner", of the standard City contract agreement is not applicable to any disputes related to utility work and/or compensation for such work or claim against utility companies. Utility work issues, disputes and claims may only be submitted to Binding Arbitration process described in Paragraph 10.
- d) The Contractor will notify the Resident Engineer when utility capital work not specified in Schedule U-2 and/or for utility work that require the intervention of company utility specialty crews causes excessive contractor's labor and equipment standby or idleness and, thereby jeopardizing the City project schedule. The Resident Engineer will submit the facts to the DDC Director of Construction who will recommend to the DDC Deputy Commissioner regarding the issuance of a "48 Hours' notice to Public Corporation" to the concerned utility company as authorized by the New York City Administrative Code Section 19-143 and/or Section 24-521 as applicable.
- e) Utility delays caused by utility capital work not listed in Schedule U-2 and/or by unavailability of utility specialty crews cannot be discounted for earning any contractual bonus when such bonus clause is included in a contract. However, if such specified bonus is not earned or is disallowed by the City or if the City assesses specified liquidated damages as a result of such excessive delays, the Contractor may seek damages from the responsible utility company (ies).

7. Extra utility work with Interference Agreement:

If during construction the Contractor encounters utility facilities interferences or utility scope of work that it believes is not covered by the Interference Agreement as described above, then the Contractor shall immediately notify the Company in writing, with a copy to the City, describing the nature and location of the extra work in question. The Company then has five (5) business days to investigate the conditions and then:

a) Advise the Contractor and the City in writing that no interference with its facilities exists at the location in question, and hence that the Contractor may proceed with City work without providing for any impact from Company facilities;

b) Advise the Contractor and the City in writing that the Interference Agreement negotiated pursuant to Paragraph 6, above, provides for the scope of work encountered, specifying the exact unit items and/or terms of the agreement that cover the work;

c) Advise the Contractor and the City in writing that it intends to perform the necessary utility work with company forces or with its own contractor including, but not limited to, relocating its facility out of the way of the proposed City work. In this case, the Company shall provide a written schedule for the performance of the utility work it proposes to perform, which shall be subject to approval by the City based on its impact to the Contractor's currently approved progress schedule. Upon approval of the Company's schedule by the City, the Contractor shall provide access to the worksite to the Company and/or any contractors hired by it to perform this utility work. If necessary, the City may grant a contract time extension for delays caused by the performance of such utility work by the company.

d) Reasonably specify in writing the scope of work to be performed by the Contractor on behalf of the Company that is not covered under the Interference Agreement negotiated pursuant to Paragraph 6, including, but not limited to, relocating, supporting, and/or protecting the Company's facilities, and/or shifting the City facility if approved by the Resident Engineer, and/or otherwise changing its operations to work in the presence of the Company's facilities. Should the Company elect this option, it must adequately define and provide an initial price offer for the work required to be performed.

8. Means and Methods for utility work:

Upon receipt of the Company's determination pursuant to Paragraphs 7.b, or 7.d, above, the Contractor shall determine reasonable means and methods of performing the work defined by the Company. These means and methods are subject to approval of the Company, which shall not be unreasonably withheld. If, however, the Company objects to the Contractor's proposed means and methods then it shall define an alternate method of construction. Upon receipt of the Company's approval or its proposed alternate method of construction, the Contractor shall commence

performance of the work defined by the Company as soon as possible, and shall perform the work in a good, workmanlike, and efficient manner, using the means and methods approved by the Company, in order to permit the City work to proceed in the most expeditious manner possible, but without imposing unreasonable and/or unnecessary costs on the Company. It is expressly understood by all parties that the City's rights pursuant to Article 4 of the Contract apply to Utility Work performed pursuant to this Section.

9. *Disputed utility work covered by an interference agreement:*

The City Work will continue as described in Paragraph 6 above. In the event of any dispute between the Company (ies) and the Contractor regarding any issue related to the performance of, or payment for, utility work, including, but not limited to, any indirect or impact costs incurred by the Contractor due to the Utility Work and/or to the existence of facilities owned or operated by the Company (ies) on the line of the work. The Company (ies) and the Contractor hereby agree to submit to each other a "Final Offer," in writing, by certified mail. Each party shall then have three business days to consider each other's Final Offer. In the event that neither party accepts the other's Final Offer within those three days, the Company (ies) and the Contractor agree to immediately submit the dispute to binding arbitration as described in Paragraph 10. During the pendency of any arbitration, the Company (ies) and the Contractor shall maintain separate records of the actual quantity and cost of labor, materials, and equipment expended, and to provide copies of this information to the other party on a daily basis for reconciliation. Any and all disagreement with the records maintained and provided by the other, must be documented in writing to all parties. However, these records are solely for the benefit of presentation to the arbitrator, whose decision may not necessarily be based on these records and in any event is final. Both parties should be aware that the City will not confirm or deny the accuracy of any records that is not certified by DDC. While the arbitration is pending, the Company shall pay the Contractor on a monthly basis, based on the price offered by the Company to the Contractor for the performance of the work.

10. *Arbitration of utility work:*

The arbitration of the issues described above shall be conducted pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association (hereinafter "the Rules" and "AAA") in effect on the date the arbitration is initiated except as set forth herein. The arbitration award shall be final and binding upon the parties to the arbitration and judgment upon the award may be entered in a court having jurisdiction.

- a) Once an arbitrator(s) has been appointed by the AAA, the arbitration shall be scheduled as promptly as possible given the arbitrator(s) and the parties' schedules.
- b) No later than seven days prior to the first arbitration hearing, Company and the Contractor shall submit to the arbitrator(s), and to each other, a summary of each

party's respective position and such other information as is deemed appropriate, along with a copy of each party's Final Offer as specified in Paragraph 9.

- c) The arbitration shall be conducted and concluded in two days.
- d) On the morning of the first day of the arbitration, the Contractor and/or representatives shall have 3 ½ hrs to make a presentation of its claim to the arbitrator. During its presentation, the Contractor shall not be permitted to produce any documents or cost records which have not already been provided to the Company. The Contractor shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.
- e) Company and/or its representatives shall have two hours to ask the Contractor questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask the Contractor questions about its claim and its presentation.
- f) On the morning of the second day of the arbitration, Company and/or its representatives shall have 3 ½ hours to make a presentation of its claim to the arbitrator. During its presentation, the Company shall not be permitted to produce any documents or cost records which have not already been provided to the Contractor. The Company shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.
- g) The Contractor and/or its representatives shall have two hours to ask Company questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask Company questions about its claim and its presentation.
- h) Subject to the above time limitations, the arbitrator(s) may conduct the arbitration in such manner as the arbitrator(s) deems reasonable.
- i) The arbitrator(s) shall then have one week to select in writing, as the arbitrator ('s) award, that party's Final Offer which appears to be more reasonable, based on the presentations at the arbitration hearings.
- j) The arbitrator shall have no discretion to grant an award other than one of the two Final Offers submitted by the parties.
- k) Any award for work that has already been performed shall be paid on the 7th day after receipt of the arbitrator's decision, or on the 30th day after completion of the work, whichever is later. Payment for work not yet completed at the time of the arbitrator's decision shall be paid within 30 days of completion of work. Interest shall accrue from the date payment is due at the rate of 9% per annum. Either party may cause judgment to be entered in accordance with the arbitrator(s) decision in a court in the State of New York, County of New York.
- l) The arbitrator's fees and any other costs of the arbitration shall be initially shared equally by Company and the Contractor. The non-prevailing party shall then pay all

arbitrator's fees and costs of the arbitration and shall reimburse the prevailing party for its share of such fees and costs theretofore paid.

m) The parties may, at any time, settle any matter submitted to arbitration.

11. Order-out waiver:

The Contractor and all subcontractors hired by it, if an Interference Agreement is executed as specified between the concerned parties, agree to waive any rights they may have, if any, under law, contract or otherwise to compel the City to assert any right the City may have, including the issuance of any directives required under the New York City Administrative Code, Section 19-143 and Section 24-521, to require any or all of the Companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove utility facilities in connection with the work to be performed under this contract. However, nothing in this Section shall preclude the City from exercising its rights under the Law to issue such a directive to the Company.

12. Cost of insurance:

Each of the named Companies, at their option and if an Interference Agreement is executed as specified between the concerned parties, may be named as an additional insured on all insurance policies required to be maintained under this contract. In the event that a Company opts to be so named as an additional insured, the actual incremental cost, if any, to the Contractor of providing such insurance coverage shall be borne by that Company. The Contractor shall provide a written statement from its insurance provider documenting the actual cost of this added coverage to the Company. Under no circumstances shall the cost of insurance coverage on behalf of any Company be borne by the City. Nothing in this paragraph shall be interpreted to imply the City's acceptance of any additional responsibility or liability for any matter related to the performance of Utility Work. In particular, the Company and the Contractor bear joint and full responsibility to ensure that any Utility Work performed by the Contractor is in compliance with all applicable government and Company regulations.

13. Cost of utility interference work:

The Companies, by virtue of participating in design alignment meetings and submitting their scope of Utility Interferences Work to the City, have agreed to perform their obligations described in this Section. It is expressly understood that the cost of Utility Work or any delays caused by such Utility Work shall not be a charge against the City, but shall be a matter for adjustment between the Contractor and the Company or Companies concerned. The City and the Contractor agree that the Companies are third party beneficiaries of this Section of the contract, if an Interference Agreement is executed between the Contractor and utility company (ies). The provisions of this Section shall govern in all cases where Company property interferes with or is about to be disturbed by the City work, notwithstanding any other provision of the Contract,

except for Natural Gas transmission/distribution facilities covered subject to the Gas Facility Cost Allocation Act (GFCAA) and covered separately in this contract.

14. Default declaration:

The Contractor agrees that the provisions of this Section are material provisions of the contract, and that the Contractor's failure to comply with the procedures set forth above are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

15. NYS Labor Law:

The Contractor is hereby advised that New York State Labor Law and/or, Davis-Bacon Act if federally funded, applies to public work. The work described in this Utility Interferences Section of the contract performed by utility company (ies) with their own forces or vendors hired by such company (ies) is not public work.

16. Facility operators:

The insurance requirements in Paragraph 12 of this UI Section apply to: (i) additional Companies, if any, who were not named in Schedule "A" but which have executed an Interference Agreement with the Contractor for utility work; and (ii) additional coverage, if any, paid for by Utility Companies whose utility facilities are located within the project limits, that they may require for the utility work pursuant to an Interference Agreement between the Contractor and such utility company (ies).

(End of Section)

"STANDARD UTILITY LETTER OF AGREEMENT"

(Name)
Deputy Commissioner, Infrastructure Division
Department of Design and Construction
30-30 Thomson Avenue
Long Island City, NY 11101

RE: City Work Performed in the Presence of Private Utility Facilities
Project No: _____

Dear (Name):

This letter is to certify that _____, has requested the inclusion of the attached "Utility Interferences (UI) Section: Additional contract requirements applying to work performed in the presence of privately owned utility." The company agrees to abide by the terms of this UI Section at the company's own expenses due to their facilities interferences with the Public work.

Sincerely,

By: Authorized Company Representative

Title

NOTARY PUBLIC

CERTIFIED AS TO FORM
AND LEGAL AUTHORITY:

By: _____

SCHEDULE U-1

LISTING OF COMPANY (IES) NAMED FOR THIS CONTRACT

<u>COMPANY NAME</u>	<u>CONTACT NAME</u>	<u>CONTACT TELEPHONE</u>
CON EDISON	O'NEIL WRIGHT	212-460-3870
TIME WARNER	JOHN PIAZZA	718-888-4261
VERIZON	AUBREY MAKHANLALL	718-977-8165

**SCHEDULE U-2
FOR INFORMATION ONLY
ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR CONSOLIDATED EDISON
HWQ-1182B
BROAD CHANNEL STREETS AND BULK HEADS RECONSTRUCTION - PHASE II**

CET ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
CET 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .1)	EA	1
CET 101.1	UTILITIES CROSSING TRENCH FOR SEWERS UP TO AND INCL. 24" DIAMETER (TYPE .1)	EA	1
CET 103.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE .1)	EA	1
CET 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)	EA	2
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	30
CET 350	OVERHEAD ACCOMMODATION, PROTECTION OF OVERHEAD FACILITIES AND APPURTENANCES	LS	1
CET 351	INSTALL AND REMOVE "A" FRAME ON UTILITY POLES	EA	47
CET 450.1	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SIZE SURVEY CREW PERFORMING TYPICAL SURVEY FUNCTIONS (TYPE .1)	CRHRS	1
CET 450.2	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .2)	CRHRS	1
CET 450.3	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .3)	CRHRS	1
CET 802A	SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW SIDEWALKS	SF	690
CET 802B	SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW CURBS	LF	5

**CONSOLIDATED EDISON SCOPE OF WORK
SUPPORT AND PROTECTION
HWQ-1182B
BROAD CHANNEL STREETS AND BULK HEADS RECONSTRUCTION – PHASE II**

CET 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .1) <i>@ the following locations:</i> N/W/C Int. of Cross Bay Blvd. and W 19 Rd. Total Quantity for CET 100.1 = 1	EA
CET 101.1	UTILITIES CROSSING TRENCH FOR SEWERS UP TO AND INCL. 24" DIAMETER (TYPE .1) <i>@ the following locations:</i> N/S W. 19 Rd., F/O #28 Total Quantity for CET 101.1 = 1	EA
CET 103.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE .1) <i>@ the following locations:</i> N/S W. 19 Rd., F/O #28 Total Quantity for CET 103.1 = 1	EA
CET 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1) <i>@ the following locations:</i> NW/C Int. of Cross Bay Blvd. and W 19 Rd. N/S W. 19 Rd., F/O #28 Total Quantity for CET 108.1 = 2	EA
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) <i>@ the following locations:</i> NW C Cross Bay Blvd. and W.14 Rd., P#91784 Total Quantity for CET 200.1 = 30	LF

**CONSOLIDATED EDISON SCOPE OF WORK
SUPPORT AND PROTECTION
HWQ-1182B
BROAD CHANNEL STREETS AND BULK HEADS RECONSTRUCTION – PHASE II**

CET 350 **OVERHEAD ACCOMMODATION PROTECTION OF OVERHEAD
FACILITIES, POLES AND APPURTENANCES** **LS**

@ the following locations:

As Encountered and Directed by a Con Edison Representative
AS SHOWN ON CONTRACT DOCUMENTS

Total Quantity for CET 350 = 1

CET 351 **INSTALL AND REMOVE "A" FRAME ON UTILITY POLES** **EA**

@ the following locations:

NW C Cross Bay Blvd. and W. 14 Rd., P#91784
S/S W.14 Rd., Back of #14-01, P#7728
S/S W.14 Rd., F/O #26, P#37158
S/S W.14 Rd., F/O #34, P#88482
SW/C Int. of Cross Bay Blvd. and W 14 Rd., P#96425
S/S W.14 Rd., F/O #42, P#21024
S/S W.14 Rd., F/O #52, P#71073
S/S W.14 Rd., F/O #56, P#92251
NW/C Cross Bay Blvd. and W. 15 Rd., P#79878
N/S W. 15 Rd., F/O #9, P#7148
N/S W. 15 Rd., F/O #27, P#15861
N/S W. 15 Rd., F/O #37, P#7398
N/S W. 15 Rd., F/O #55, P#7409
N/S W. 15 Rd., Oppo./O #56, P#92914
SW/C Cross Bay Blvd. and W. 16 Rd., P#79879
S/S W.16 Rd., Oppo./O #9, P#41725
S/S W.16 Rd., F/O #26, P#41731
S/S W.16 Rd., F/O #36, P#64461
S/S W.16 Rd., 100'+/- E/O #50, P#64460
S/S W.16 Rd., F/O #50, P#64459
S/S W.16 Rd., F/O #36, P#64458
S/S W.16 Rd., F/O #66, P#64457
NW/Int. of Cross Bay Blvd. and W.17 Rd., P#82310
N/S W. 17 Rd., Back of #16-17, P#62718
N/S W. 17 Rd., Oppo./O #14, P#12310

**CONSOLIDATED EDISON SCOPE OF WORK
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HWQ-1182B
BROAD CHANNEL STREETS AND BULK HEADS RECONSTRUCTION – PHASE II**

N/S W. 17 Rd., F/O #21, P#12313
 N/S W. 17 Rd., F/O #29, P#12314
 N/S W. 17 Rd., Oppo./O #38, P#12312
 N/S W. 17 Rd., F/O #61, P#62711
 SW/C Int. of Cross Bay Blvd. and W 18 Rd., P#80307
 S/S W.18 Rd., Back of #18-01, P#58791
 S/S W.18 Rd., F/O #16, Pole #58790
 S/S W.18 Rd., F/O #22, Pole #58789
 S/S W.18 Rd., F/O #34, Pole #58788
 S/S W.18 Rd., F/O #38, Pole #58787
 S/S W.18 Rd., F/O #50, Pole #58786
 S/S W.18 Rd., F/O #56, Pole #58785
 S/S W.18 Rd., F/O #64, Pole #58784
 S/S W.18 Rd., F/O #70, Pole #58783
 S/S W.18 Rd., F/O #82, Pole #58987
 NW/C Int. of Cross Bay Blvd. and W 19 Rd., P#82194
 N/S W.19 Rd., F/O #18-17, P#68028
 N/S W. 19 Rd., Oppo./O #28, P#68174
 N/S W.19 Rd., 240'+/- E/O #63, P#85166
 N/S W.19 Rd., 140'+/- E/O #63, P#85165
 N/S W.19 Rd., 35'+/- E/O #63, P#85164
 N/S W.19 Rd., 60'+/- W/O #63, P#85163

Total Quantity for CET 351 = 47

CET 450.1 CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SIZE SURVEY CREW PERFORMING TYPICAL SURVEY FUNCTIONS (TYPE .1) CRHRS

@the following locations:

As Encountered and Directed By A Con Edison Representative

Total Quantity for CET 450.1 = 1

CET 450.2 CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .2) CRHRS

@ the following locations:

As Encountered and Directed By A Con Edison Representative

Total Quantity for CET 450.2 = 1

**CONSOLIDATED EDISON SCOPE OF WORK
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HWQ-1182B
BROAD CHANNEL STREETS AND BULK HEADS RECONSTRUCTION – PHASE II**

CET 450.3 **CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE MEDIUM
SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE 3)** **CRHRS**

@ the following locations:

As Encountered and Directed By A Con Edison Representative

Total Quantity for CET 450.3 = 1

CET 802A **SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF
NEW SIDEWALKS** **SF**

@ the following locations:

S/S W.18 Rd., F/O #10

S/S W.18 Rd., F/O #16

S/S W.18 Rd., F/O #24

NW/C Int. of Cross Bay Blvd. and W 19 Rd.

N/S W. 19 Rd., F/O #28

AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE

Total Quantity for CET 802A = 690

CET 802B **SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF** **LF**

NEW CURBS

@ the following locations:

NW/C Int. of Cross Bay Blvd. and W 19 Rd.

AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE

Total Quantity for CET 802B = 5

**SCHEDULE U-2
FOR INFORMATION ONLY
ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR TIME WARNER CABLE
HWQ-1182B
BROAD CHANNEL STREETS AND BULK HEADS RECONSTRUCTION - PHASE II**

CET ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
350	OVERHEAD ACCOMMODATION, PROTECTION OF OVERHEAD FACILITIES, POLES & APPURTENANCES	LS	1

**TIME WARNER CABLE
SUPPORT AND PROTECTION
HWQ-1182B
BROAD CHANNEL STREETS AND BULK HEADS RECONSTRUCTION – PHASE II**

CET 350	OVERHEAD ACCOMMODATION, PROTECTION OF OVERHEAD FACILITIES, POLES & APPURTENANCES	LS
	@the following locations:	
	AS ENCOUNTERED	1
	Total Quantity for CET 350	= 1

**SCHEDULE U-2
FOR INFORMATION ONLY
ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
VERIZON
HWQ-1182B
BROAD CHANNEL STREETS AND BULK HEADS RECONSTRUCTION – PHASE II**

CET ITEM	UNITS	TOTAL	DESCRIPTION
CET 350	LS	1	OVERHEAD ACCOMMODATION PROTECTION OF OVERHEAD FACILITIES, POLES AND APPURTENANCES
CET 351	EA	5	UTILITY POLE SUPPORTS

**VERIZON
SUPPORT AND PROTECTION
HWQ-1182B
BROAD CHANNEL STREETS AND BULK HEADS RECONSTRUCTION – PHASE II**

**CET 350 OVERHEAD ACCOMMODATION PROTECTION OF OVERHEAD FACILITIES,
POLES AND APPURTENANCES**

@ THE FOLLOWING LOCATIONS	QTY(LS)
AS ENCOUNTERED & DIRECTED BY THE VERIZON FIELD REPRESENTATIVE	1
CET 350 TOTAL =	1

CET 351 UTILITY POLE SUPPORTS

@ THE FOLLOWING LOCATIONS	QTY(EA)
AS ENCOUNTERED & DIRECTED BY THE VERIZON FIELD REPRESENTATIVE	5
CET 351 TOTAL =	5

SCHEDULE U-3

(NO TEXT IN THIS SECTION)

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**Department of
Design and
Construction**

**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 3 OF 3

PROJECT ID: HWQ1182B

**BROAD CHANNEL STREETS AND BULKHEADS RECONSTRUCTION - PHASE-2
WEST 14 TO WEST 17 ROAD FROM CROSS BAY BOULEVARD TO BULKHEADS**

**INCLUDING WATER MAIN, STORM SEWER, SANITARY SEWER,
PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC SIGNAL WORK**

TOGETHER WITH ALL WORK INCIDENTAL THERETO

**BOROUGH OF QUEENS
CITY OF NEW YORK**

Contractor.

Dated _____, 20____
