



**Department of
Design and
Construction**

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

LAW

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

VOLUME 1 OF 3

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: MIBBNC003

**INSTALLATION OF STORM AND SANITARY SEWERS AND
REPLACEMENT OF WATER MAINS IN MASON AVENUE, ETC.**

**Together With the Construction of BMPs and All Work Incidental
Thereto
BOROUGH OF STATEN ISLAND
CITY OF NEW YORK**



FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

PREPARED BY: IN-HOUSE DESIGN

DECEMBER 26, 2017

8-094

June 20, 2019

CERTIFIED MAIL - RETURN RECEIPT REQUEST

NYCC JPL JV
708 Sharrotts Road
Staten Island, NY 10309

RE: FMS ID: MIBBNC003
E-PIN: 85018B0123001
DDC PIN: 8502018SE0017C
INSTALLATION OF STORM & SANITARY
SEWERS AND REPLACEMENT OF WATER
MAINS IN MASON AVE, STATEN ISLAND
NOTICE OF AWARD

Dear Contractor:

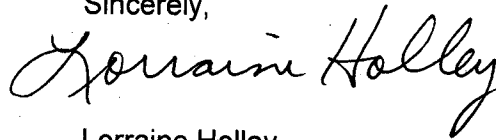
You are hereby awarded the above referenced contract based upon your bid in the amount of \$33,500,000.00 submitted at the bid opening on October 19, 2018. Within ten (10) days of your receipt of this notice of award, you are required to take the actions set forth in Paragraphs (1) through (3) below. For your convenience, attached please find a copy of Schedule A of the General Conditions to the Contract, which sets forth the types and amounts of insurance coverage required for this contract.

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

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

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

Sincerely,



Lorraine Holley
Deputy ACCO

Notices to Bidders

Pre-Bid Questions (PBQs)

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

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

Apprenticeship Program

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

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

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

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

Notices to Bidders

PASSPort Disclosure Filing

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

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

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

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

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

Notices to Bidders

NYC Construction Loan Pilot Program

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

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

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

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

(NO TEXT THIS PAGE)

CITY OF NEW YORK

DEPARTMENT OF
DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND
REQUIRED FOR:

PROJECT ID: MIBBNC003

**INSTALLATION OF STORM AND SANITARY SEWERS AND REPLACEMENT OF
WATER MAINS IN MASON AVENUE, ETC.**

Together With the Construction of BMPs and All Work Incidental Thereto
BOROUGH OF STATEN ISLAND
CITY OF NEW YORK

NO TEXT ON THIS PAGE

PROJECT ID: MIBBNC003

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

BID BOOKLET
TABLE OF CONTENTS

SECTION	PAGE
PART A	
1. Table of Contents.....	1
2. Special Notice to Bidders.....	2
3. Attachment 1 – Bid Information.....	A-1
4. Bid Schedule.....	B-1
5. Bid Form.....	C-1
6. Affirmation.....	C-6
7. Bid Bond	C-7
8. M/WBE Program: M/WBE Utilization Plan.....	5
9. Apprenticeship Program Requirements	19
PART B	
10. Safety Questionnaire	22
11. Pre-award Process.....	25
12. Project Reference Form.....	27
13. Contract Certificate.....	30
14. Vendex Compliance.....	31
15. Iran Divestment Act Compliance Rider	32
16. Construction Employment Report.....	34

(NO TEXT ON THIS PAGE)

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

SPECIAL NOTICE TO BIDDERS

BID SUBMISSION REQUIREMENTS

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

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

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

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

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

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

SPECIAL NOTICE TO BIDDERS

SPECIAL EXPERIENCE REQUIREMENTS (Revised 03/2014)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

□ **OTHER:** _____

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

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

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

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

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

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

Qualification Form

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

Name of Contractor: New York Concrete Corp

Name of Project: 181 Mercer St, New York New York

Location of Project: 181 Mercer St, New York New York.

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

Name: Scott Walsh

Title: Project Manager Phone Number: 646-749-0029

Brief description of the Project completed or the Project in progress: Excavation, Fdn. Caissons, Concrete, Waterproofing, Dewatering, Soil Mixing

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

Amount of Contract, Subcontract or Sub-subcontract: 1-\$35,000,000

Start Date and Completion Date: Nov 2017 - Dec 2018

Name of Contractor: New York Concrete Corp

Name of Project: Hudson Yards- Tower C

Location of Project: New York, New York (Manhattan)

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

Name: The Related Companies / Scott Levy

Title: _____ Phone Number: _____

Brief description of the Project completed or the Project in progress: HAZMAT Removal, Underpinning, Dewatering, Earthwork-Concrete, Foundations, Traffic Control 100,000 CY Excavated.

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

Amount of Contract, Subcontract or Sub-subcontract: \$49,553,672

Start Date and Completion Date: 12/12 to 6/15

Qualification Form

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

Name of Contractor: J. PIZZIRUSSO LANDSCAPING Corp.
Name of Project: RECONSTRUCTION OF HOWLERS TRIANGLE
Location of Project: BROOKLYN, NY
Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:
Name: MARTIN GERAMI.
Title: _____ Phone Number: 718-699-1235
Brief description of the Project completed or the Project in progress: WATER MAIN
DRAINAGE, ASPHALT, SIDEWALK & CURBS.
Was the Project performed as a prime, a subcontractor or a sub-subcontractor: PRIME
Amount of Contract, Subcontract or Sub-subcontract: 2,665,326.97
Start Date and Completion Date: 6-8-16 thru 12-15-17.

Name of Contractor: J. PIZZIRUSSO LANDSCAPING Corp.
Name of Project: MULTI SITE PEDESTRIAN SAFETY
Location of Project: QUEENS, NY VARIOUS LOCATIONS
Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:
Name: ARUNBAI SUTTER.
Title: PE Phone Number: 718-502-8767
Brief description of the Project completed or the Project in progress: WATER MAIN INSTALLATION
BUS PADS, ASPHALT, SIDEWALK & CURBS
Was the Project performed as a prime, a subcontractor or a sub-subcontractor: PRIME
Amount of Contract, Subcontract or Sub-subcontract: 2,130,068.³⁰
Start Date and Completion Date: 12-7-16 THRU IN PROGRESS.

ATTACHMENT 1 - BID INFORMATION

PROJECT ID: MIBBNC003

PIN: 8502018SE0017C

Description and Location of Work:

INSTALLATION OF STORM AND SANITARY SEWERS AND REPLACEMENT OF WATER MAINS IN
MASON AVENUE, ETC.

Together With All Work Incidental Thereto
STATEN ISLAND
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 **10/05/2018**

Bid Opening:

30-30 Thomson Avenue
First Floor Bid Procurement Room
Long Island City, New York 11101

Time and Date: 11:00 A.M. on **10/05/2018**

Pre-Bid Conference:

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

Bid Security:

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

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

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

Agency Contact Person:

Lorraine Holley
Phone: 718-391-2601 FAX: 718-391-2627
Email: CSB_projectinquiries@ddc.nyc.gov

(NO TEXT ON THIS PAGE)

LIST OF CONTRACT DRAWINGS

LIST OF DRAWINGS	
SHEETS	PLAN DESCRIPTION AND LOCATION
1	TITLE
2	KEY PLAN
3	PLAN & PROFILE - MASON AVENUE BETWEEN ADAMS AVENUE AND ROWAN AVENUE
4	PLAN & PROFILE - STOBE AVENUE BETWEEN LACONIA AVENUE AND NUGENT AVENUE
5	PLAN & PROFILE - NUGENT AVENUE BETWEEN ADAMS AVENUE AND GRAHAM BOULEVARD
6	PLAN & PROFILE - JEFFERSON AVENUE BETWEEN LACONIA AVENUE AND MASON AVENUE
7	PLAN & PROFILE - ADAMS AVENUE BETWEEN IDLESE PLACE AND NUGENT AVENUE
8	PLAN & PROFILE - ROWAN AVENUE BETWEEN LACONIA AVENUE AND MASON AVENUE
9	PLAN & PROFILE - MASON AVENUE BETWEEN FILBERT AVENUE AND SLATER BOULEVARD
10	PLAN & PROFILE - SEAVER AVENUE BETWEEN LACONIA AVENUE AND MASON AVENUE
11	PLAN & PROFILE - LACONIA AVENUE BETWEEN MASON AVENUE AND SLATER BOULEVARD
12	PLAN & PROFILE - OLYMPIA BOULEVARD BETWEEN GRAHAM BOULEVARD AND SEAVER AVENUE
13	PLAN & PROFILE - CHICAGO AVENUE BETWEEN COLUMBIA AVENUE AND EAST OF LANDIS AVENUE
14	SPECIAL SHALLOW MANHOLES
15	MODIFIED PRECAST MANHOLES DETAILS
16	CHAMBER NO. 1 AND NO. 2
17	FLAT TOP REINFORCED CONCRETE SEWERS
MPT1-MPT3	MAINTENANCE AND PROTECTION OF TRAFFIC
FD1-FD2	FIRE DEPARTMENT BASE MAPS
TL1	STREET LIGHTING
B1-B18	RECORD OF BORINGS
BMP1-BMP23	BEST MANAGEMENT PRACTICES
JB1-JB15	JOINT BID

(NO TEXT ON THIS PAGE)

BID SCHEDULE

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

NOTES:

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

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

BID SCHEDULE

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

(NO FURTHER TEXT ON THIS PAGE)

10/15/2018
11:56AM
Ver 5.00.01



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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

BID SCHEDULE

- NOTE: (1) The Agency may reject a bid if it contains unbalanced bid prices. An unbalanced bid is considered to be one containing lump sum or unit items which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs, anticipated for the performance of the items in question.
- (2) The following bid prices on Unit Price Contracts are to be paid for the actual quantities of the several classes of work in the completed work or structure, and they cover the cost of all work, labor, material, tools, plant and appliances of every description necessary to complete the entire work, as specified, and the removal of all debris, temporary work and appliances.
- (3) PLEASE BE SURE A LEGIBLE BID IS ENTERED, IN INK, FOR EACH ITEM. Alterations must be initialed in ink by the bidder.
- (4) The Extended Amount entered in Column 5 shall be the product of the Estimated Quantity in Column 2 times the Unit Price Bid in Column 4.
- (5) Prospective bidders must examine the Bid Schedule carefully and, before bidding, must advise the Commissioner, in writing, if any pages are missing, and must request that such missing pages be furnished them. The pages of this Bid Schedule are numbered consecutively, as follows: B-3 through B-70 [REVISION # 1]



10/15/2018
11:56AM
BID PAGES

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

Contract PIN 8502018SE0017C
Project ID MIBENC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.01 RAG (001)	9,000.0 S.Y.	ASPHALT MACADAM PAVEMENT, 6" THICK	\$ 55	00	\$ 495,000	00
4.02 AB-R (002)	2,000.0 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, 1-1/2" THICK	\$ 21	00	\$ 42,000	00
4.02 AF-R (003)	26,000.0 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, 2" THICK	\$ 28	00	\$ 728,000	00
4.02 CA (004)	3,000.0 TONS	BINDER MIXTURE	\$ 125	00	\$ 375,000	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.08 AA (005)	7,000.0 L.F.	CONCRETE CURB (18" DEEP)	\$ 50	00	\$ 350,000	00
4.08 BA (006)	800.0 L.F.	CONCRETE CURB (21" DEEP)	\$ 50	00	\$ 40,000	00
4.09 AD (007)	500.0 L.F.	STRAIGHT STEEL FACED CONCRETE CURB (18" DEEP)	\$ 80	00	\$ 40,000	00
4.09 BD (008)	260.0 L.F.	DEPRESSED STEEL FACED CONCRETE CURB (18" DEEP)	\$ 90	00	\$ 23,400	00



10/15/2018
11:56AM
BID PAGES

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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.09 CD (009)	500.0 L.F.	CORNER STEEL FACED CONCRETE CURB (18" DEEP)	\$ 140	00	\$ 70,000	00
4.11 CA (010)	4,000.0 C.Y.	FILL, PLACE MEASUREMENT	\$ 10	00	\$ 40,000	00
4.13 AAS (011)	22,300.0 S.F.	4" CONCRETE SIDEWALK (UNPIGMENTED)	\$ 15	00	\$ 334,500	00
4.13 BAS (012)	2,600.0 S.F.	7" CONCRETE SIDEWALK (UNPIGMENTED)	\$ 17	00	\$ 44,200	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.13 DE (013)	770.0 S.F.	EMBEDDED PREFORMED DETECTABLE WARNING UNITS	\$ 35	00	\$ 26,950	00
4.15 (014)	100.0 C.Y.	TOPSOIL	\$ 75	00	\$ 7,500	00
4.16 AA (015)	5.0 EACH	TREES REMOVED (4" TO UNDER 12" CALIPER)	\$ 550	00	\$ 2,750	00
4.16 AAT (016)	3.0 EACH	TREES TRANSPLANTED, UP TO 4" CALIPER, ALL TYPES	\$ 3,000	00	\$ 9,000	00



10/15/2018
11:56AM
BID PAGES

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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.16 AB (017)	9.0 EACH	TREES REMOVED (12" TO UNDER 18" CALIPER)	\$ 900	00	\$ 8,100	00
4.16 CA (018)	140.0 EACH	TREES PLANTED, 3" TO 3-1/2" CALIPER, ALL TYPES	\$ 1,400	00	\$ 196,000	00
4.18 A (019)	45.0 EACH	MAINTENANCE TREE PRUNING (UNDER 12" CAL.)	\$ 330	00	\$ 14,850	00
4.18 B (020)	37.0 EACH	MAINTENANCE TREE PRUNING (12" TO UNDER 18" CAL.)	\$ 550	00	\$ 20,350	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.18 C (021)	15.0 EACH	MAINTENANCE TREE PRUNING (18" TO UNDER 24" CAL.)	\$ 780	00	\$ 11,700	00
4.18 D (022)	25.0 EACH	MAINTENANCE TREE PRUNING (24" CAL. AND OVER)	\$ 1,100	00	\$ 27,500	00
4.21 (023)	4,320.0 P/HR	TREE CONSULTANT	\$ 65	00	\$ 280,800	00
50.11MD090036 (024)	70.0 I.F.F.	9'-0"W X 3'-6"H DOUBLE BARREL FLAT TOP REINFORCED CONCRETE STORM SEWER	\$ 2,000	00	\$ 140,000	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
50.11MS100030 (025)	15.0 L.F.	10'-0"W X 3'-0"H SINGLE BARREL FLAT TOP REINFORCED CONCRETE STORM SEWER	\$ 2,000	00	\$ 30,000	00
50.21M3C042D (026)	265.0 L.F.	42" R.C.P. CLASS III STORM SEWER, ON CONCRETE CRADLE	\$ 650	00	\$ 172,250	00
50.21M3E024D (027)	780.0 L.F.	24" R.C.P. CLASS III STORM SEWER, ENCASED IN CONCRETE	\$ 600	00	\$ 468,000	00
50.21M3E030D (028)	490.0 L.F.	30" R.C.P. CLASS III STORM SEWER, ENCASED IN CONCRETE	\$ 650	00	\$ 318,500	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBENC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
50.21M3E036D (029)	520.0 L.F.	36" R.C.P. CLASS III STORM SEWER, ENCASED IN CONCRETE	\$ 700	00	\$ 364,000	00
50.21M3E042D (030)	90.0 L.F.	42" R.C.P. CLASS III STORM SEWER, ENCASED IN CONCRETE	\$ 750	00	\$ 67,500	00
50.31ME12 (031)	1,240.0 L.F.	12" E.S.V.P. STORM SEWER, ENCASED IN CONCRETE	\$ 400	00	\$ 496,000	00
50.31ME15 (032)	1,330.0 L.F.	15" E.S.V.P. STORM SEWER, ENCASED IN CONCRETE	\$ 450	00	\$ 598,500	00



10/15/2018
11:56AM
BID PAGES

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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
50.31ME18 (033)	770.0 L.F.	18" E.S.V.P. STORM SEWER, ENCASED IN CONCRETE	\$ 500	.00	\$ 385,000	.00
50.31SC10 (034)	1,100.0 L.F.	10" E.S.V.P. SANITARY SEWER, ON CONCRETE CRADLE	\$ 1,275	.00	\$ 1,402,500	.00
50.31SC12 (035)	1,000.0 L.F.	12" E.S.V.P. SANITARY SEWER, ON CONCRETE CRADLE	\$ 1,325	.00	\$ 1,325,000	.00
51.11C001 (036)	1.0 EACH	CHAMBER NO. 1	\$ 100,000	.00	\$ 100,000	.00

10/15/2018
 11:56AM
 BID PAGES



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

Contract PIN 8502018SE0017C
 Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
51.11C002 (037)	1.0 EACH	CHAMBER NO. 2	\$ 100,000	00	\$ 100,000	00
51.11P004 (038)	5.0 EACH	STANDARD 4'-0" DIAMETER PRECAST MANHOLE	\$ 50,000	00	\$ 250,000	00
51.11P005 (039)	2.0 EACH	STANDARD 5'-0" DIAMETER PRECAST MANHOLE	\$ 50,000	00	\$ 100,000	00
51.11P007 (040)	1.0 EACH	STANDARD 7'-0" DIAMETER PRECAST MANHOLE	\$ 60,000	00	\$ 60,000	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
51.11P010 (041)	2.0 EACH	STANDARD 10'-0" DIAMETER PRECAST MANHOLE	\$ 65,000	00	\$ 130,000	00
51.11R007 (042)	2.0 EACH	STANDARD 7'-0" DIAMETER PRECAST DROP-PIPE MANHOLE TYPE II	\$ 125,000	00	\$ 250,000	00
51.21S0A1000V (043)	1.0 EACH	STANDARD MANHOLE TYPE A-1	\$ 50,000	00	\$ 50,000	00
51.21S0A2000V (044)	1.0 EACH	STANDARD MANHOLE TYPE A-2	\$ 50,000	00	\$ 50,000	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
51.21S0A3000V (045)	31.0 EACH	STANDARD SHALLOW MANHOLE TYPE A-3	\$ 15,000	00	\$ 465,000	00
51.21S0B1000V (046)	3.0 EACH	STANDARD MANHOLE TYPE B-1	\$ 90,000	00	\$ 270,000	00
51.21S0B2000V (047)	6.0 EACH	STANDARD MANHOLE TYPE B-2	\$ 90,000	00	\$ 540,000	00
51.21S0C1036R (048)	2.0 EACH	STANDARD MANHOLE TYPE C-1 ON 36" R.C.P. SEWER	\$ 50,000	00	\$ 100,000	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBENC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
51.21W001000V (049)	1.0 EACH	SPECIAL SHALLOW MANHOLE NO. 1	\$ 10,000	00	\$ 10,000	00
51.21W002000V (050)	1.0 EACH	SPECIAL SHALLOW MANHOLE NO. 2	\$ 10,000	00	\$ 10,000	00
51.41S001 (051)	35.0 EACH	STANDARD CATCH BASIN, TYPE 1	\$ 28,000	00	\$ 980,000	00
51.41W000 (052)	14.0 EACH	SHALLOW CATCH BASIN	\$ 25,000	00	\$ 350,000	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBENC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
52.11D12 (053)	2,350.0 L.F.	12" DUCTILE IRON PIPE BASIN CONNECTION	\$ 300	00	\$ 705,000	00
52.21V08 (054)	130.0 V.F.	8" E.S.V.P. RISER FOR HOUSE CONNECTION	\$ 300	00	\$ 39,000	00
52.31V06S10 (055)	16.0 EACH	6" E.S.V.P. SPUR FOR HOUSE CONNECTION ON 10" E.S.V.P. SANITARY SEWER	\$ 500	00	\$ 8,000	00
52.31V06S12 (056)	30.0 EACH	6" E.S.V.P. SPUR FOR HOUSE CONNECTION ON 12" E.S.V.P. SANITARY SEWER	\$ 600	00	\$ 18,000	00



10/15/2018
11:56AM
BID PAGES

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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
52.31V08S10 (057)	2.0 EACH	8" E.S.V.P. SPUR FOR HOUSE CONNECTION ON 10" E.S.V.P. SANITARY SEWER	\$ 500	00	\$ 1,000	00
52.41D06R (058)	100.0 L.F.	6" D.I.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	\$ 200	00	\$ 20,000	00
52.41V06R (059)	330.0 L.F.	6" E.S.V.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	\$ 200	00	\$ 66,000	00
52.41V08R (060)	30.0 L.F.	8" E.S.V.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	\$ 300	00	\$ 9,000	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
53.11DR (061)	7,650.0 L.F.	TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS	\$ 30	00	\$ 229,500	00
6.02 AAN (062)	10,000.0 C.Y.	UNCLASSIFIED EXCAVATION	\$ 50	00	\$ 500,000	00
6.25 RS (063)	2,750.0 S.F.	TEMPORARY SIGNS	\$ 4	00	\$ 11,000	00
6.26 (064)	16,750.0 L.F.	TIMBER CURB	\$ 3	00	\$ 50,250	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
6.28 AA (065)	1,850.0 L.F.	LIGHTED TIMBER BARRICADES	\$ 8	00	\$ 14,800	00
6.40 DU (066)	42.0 MONTH	ENGINEER'S FIELD OFFICE (JOINT USE) (TYPE DU)	\$ 7,500	00	\$ 315,000	00
6.44 (067)	8,000.0 L.F.	THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	\$ 2	00	\$ 16,000	00
6.49 (068)	10,000.0 L.F.	TEMPORARY PAVEMENT MARKINGS (4" WIDE)	\$ 4	00	\$ 40,000	00

10/15/2018
11:56AM

BID PAGES



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

Contract PIN 8502018SE0017C

Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
6.52 CG (069)	6,500.0 P/HR	CROSSING GUARD	\$ 40	00	\$ 260,000	00
6.53 (070)	8,000.0 L.F.	REMOVE EXISTING LANE MARKINGS (4" WIDE)	\$ 2	00	\$ 16,000	00
6.59 P (071)	750.0 L.F.	TEMPORARY CONCRETE BARRIER	\$ 100	00	\$ 75,000	00
6.67 (072)	1,500.0 C.Y.	SUBBASE COURSE, SELECT GRANULAR MATERIAL	\$ 30	00	\$ 45,000	00



10/15/2018
11:56AM
BID PAGES

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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
6.68 (073)	10,500.0 S.Y.	PLASTIC FILTER FABRIC	\$ 2	50	\$ 26,250	00
6.87 (074)	3,000.0 EACH	PLASTIC BARRELS	\$ 5	00	\$ 15,000	00
60.11R606 (075)	190.0 L.F.	FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ 50	00	\$ 9,500	00
60.11R608 (076)	3,655.0 L.F.	FURNISHING AND DELIVERING 8-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ 65	00	\$ 237,575	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBENC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
60.11R612 (077)	710.0 L.F.	FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ 200	00	\$ 142,000	00
60.12D06 (078)	235.0 L.F.	LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	\$ 135	00	\$ 31,725	00
60.12D08 (079)	4,390.0 L.F.	LAYING 8-INCH DUCTILE IRON PIPE AND FITTINGS	\$ 140	00	\$ 614,600	00
60.12D12 (080)	725.0 L.F.	LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	\$ 175	00	\$ 126,875	00



10/15/2018
11:56AM
BID PAGES

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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
60.13MOA24 (081)	14.0 TONS	FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24-INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	\$ 9,000	00	\$ 126,000	00
60.18BJC20EL (082)	6.0 EACH	FURNISHING, DELIVERING AND INSTALLING BELL JOINT CLAMPS, COMPLETE FOR 20-INCH PIPE AND LESS	\$ 1,750	00	\$ 10,500	00
61.11DMM06 (083)	12.0 EACH	FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1,265	00	\$ 15,180	00
61.11DMM08 (084)	20.0 EACH	FURNISHING AND DELIVERING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1,965	00	\$ 39,300	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
61.11DMM12 (085)	4.0 EACH	FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 3,900	00	\$ 15,600	00
61.11TWC04 (086)	3.0 EACH	FURNISHING AND DELIVERING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1,050	00	\$ 3,150	00
61.11TWC06 (087)	3.0 EACH	FURNISHING AND DELIVERING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1,265	00	\$ 3,795	00
61.12DMM06 (088)	12.0 EACH	SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 700	00	\$ 8,400	00



10/15/2018
11:56AM
BID PAGES

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

Contract PIN 8502018SE0017C
Project ID MIBENC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
61.12DMM08 (089)	20.0 EACH	SETTING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 900	00	\$ 18,000	00
61.12DMM12 (090)	4.0 EACH	SETTING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1,300	00	\$ 5,200	00
61.12TWC03 (091)	3.0 EACH	SETTING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 500	00	\$ 1,500	00
61.12TWC04 (092)	3.0 EACH	SETTING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 600	00	\$ 1,800	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBENC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
61.12TWC06 (093)	3.0 EACH	SETTING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 700	00	\$ 2,100	00
62.11SD (094)	12.0 EACH	FURNISHING AND DELIVERING HYDRANTS	\$ 3,650	00	\$ 43,800	00
62.12SG (095)	12.0 EACH	SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 2,100	00	\$ 25,200	00
62.13RH (096)	12.0 EACH	REMOVING HYDRANTS	\$ 600	00	\$ 7,200	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBENC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
62.14FS (097)	24.0 EACH	FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	\$ 600	00	\$ 14,400	00
63.11VC (098)	30.0 TONS	FURNISHING AND DELIVERING VARIOUS CASTINGS	\$ 3,200	00	\$ 96,000	00
64.11EL (099)	50.0 EACH	WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2-INCH OR LARGER SCREW TAPS	\$ 600	00	\$ 30,000	00
64.11ST (100)	74.0 EACH	WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS	\$ 500	00	\$ 37,000	00



10/15/2018
11:56AM
BID PAGES

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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
64.12COEG (101)	200.0 L.F.	CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	\$ 400	00	\$ 80,000	00
64.12COLT (102)	340.0 L.F.	CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	\$ 400	00	\$ 136,000	00
64.12ESEG (103)	200.0 L.F.	EXTENDING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	\$ 350	00	\$ 70,000	00
64.12ESLT (104)	350.0 L.F.	EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	\$ 350	00	\$ 122,500	00



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

Contract PIN 8502018SE0017C
Project ID MIBENC003

10/15/2018
11:56AM
BID PAGES

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
64.13WC08 (105)	5.0 EACH	FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 8-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	\$ 3,700	00	\$ 18,500	00
65.11BR (106)	2,500.0 LBS.	FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	\$ 50	00	\$ 125,000	00
65.21PS (107)	4,170.0 L.F.	FURNISHING AND PLACING POLYETHYLENE SLEEVE Unit price bid shall not be less than: \$ 0.50	\$ 0	50	\$ 2,085	00
65.31FE (108)	29,400.0 S.F.	FURNISHING, DELIVERING AND PLACING FILTER FABRIC Unit price bid shall not be less than: \$ 0.10	\$ 0	10	\$ 2,940	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
65.51PC (109)	6.0 C.Y.	FURNISHING AND PLACING CAST-IN-PLACE CONCRETE CLASS 40 AND PRECAST CONCRETE CLASS 50	\$ 300	00	\$ 1,800	00
65.71SG (110)	300.0 C.Y.	FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	\$ 60	00	\$ 18,000	00
7.13 B (111)	36.0 MONTH	MAINTENANCE OF SITE Unit price bid shall not be less than: \$ 8,000.00	\$ 8,000	00	\$ 288,000	00
7.36 (112)	6,500.0 L.F.	PEDESTRIAN STEEL BARRICADES	\$ 3	00	\$ 19,500	00



10/15/2018
11:56AM
BID PAGES

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

Contract PIN 8502018SE0017C
Project ID MIBENC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
7.88 AA (113)	1.0 L.S.	RODENT INFESTATION SURVEY AND MONITORING Unit price bid shall not be less than: \$ 5,750.00	\$ 5,750	00	\$ 5,750	00
7.88 AB (114)	920.0 EACH	RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 60.00	\$ 60	00	\$ 55,200	00
7.88 AC (115)	920.0 EACH	BAITING OF RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 9.25	\$ 9	25	\$ 8,510	00
7.88 AD (116)	850.0 BLOCK	WATERBUG BAIT APPLICATIONS Unit price bid shall not be less than: \$ 65.00	\$ 65	00	\$ 55,250	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
70.11TT (117)	65,000.0 V.F.	TIMBER PILES (TREATED) Unit price bid shall not be less than: \$ 17.50	\$ 34	00	\$ 2,210,000	00
70.21DK (118)	2,000.0 S.Y.	DECKING	\$ 5	00	\$ 10,000	00
70.31FN (119)	16,000.0 L.F.	FENCING Unit price bid shall not be less than: \$ 2.00	\$ 2	00	\$ 32,000	00
70.51EO (120)	50.0 C.Y.	EXCAVATION OF BOULDERS IN OPEN CUT Unit price bid shall not be less than: \$ 75.00	\$ 75	00	\$ 3,750	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBENC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
70.61RE (121)	90.0 C.Y.	ROCK EXCAVATION	\$ 1	00	\$ 90	00
70.71SB (122)	800.0 C.Y.	STONE BALLAST Unit price bid shall not be less than: \$ 15.00	\$ 15	00	\$ 12,000	00
70.81CB (123)	944.0 C.Y.	CLEAN BACKFILL Unit price bid shall not be less than: \$ 15.00	\$ 15	00	\$ 14,160	00
70.91SW12 (124)	14,000.0 S.F.	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS	\$ 1	00	\$ 14,000	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MITBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
72.11HF (125)	193.0 C.Y.	HYDRAULIC FILL FOR ABANDONED SEWERS AND WATER MAINS	\$ 200	00	\$ 38,600	00
73.11AB (126)	24.0 C.Y.	ADDITIONAL BRICK MASONRY Unit price bid shall not be less than: \$ 62.50	\$ 62	50	\$ 1,500	00
73.21AC (127)	500.0 C.Y.	ADDITIONAL CONCRETE Unit price bid shall not be less than: \$ 62.50	\$ 62	50	\$ 31,250	00
73.31AE0 (128)	1,300.0 C.Y.	ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS) Unit price bid shall not be less than: \$ 20.00	\$ 20	00	\$ 26,000	00



Contract PIN 8502018SE0017C
Project ID MIBBNC003

10/15/2018
11:56AM
BID PAGES

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

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
73.41AG (129)	1,300.0 C.Y.	ADDITIONAL SELECT GRANULAR BACKFILL Unit price bid shall not be less than: \$ 15.00	\$ 15	00	\$ 19,500	00
73.51AS (130)	85,000.0 LBS.	ADDITIONAL STEEL REINFORCING BARS Unit price bid shall not be less than: \$ 1.00	\$ 1	00	\$ 85,000	00
76.11CR (131)	1.0 L.S.	CONSTRUCTION REPORT	\$ 75,000	00	\$ 75,000	00
76.21MR (132)	1.0 L.S.	MONITORING AND POST-CONSTRUCTION REPORT	\$ 80,000	00	\$ 80,000	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
8.01 C1 (133)	10,000.0 TONS	HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL	100	00	1,000,000	00
8.01 C2 (134)	34.0 SETS	SAMPLING AND TESTING OF CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PURPOSES	2,500	00	85,000	00
8.01 H (135)	2,000.0 TONS	HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL	375	00	750,000	00
8.01 S (136)	1.0 L.S.	HEALTH AND SAFETY	50,000	00	50,000	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBENC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
8.01 W1 (137)	250.0 DAY	REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER	2,000	00	500,000	00
8.01 W2 (138)	100.0 SETS	SAMPLING AND TESTING OF CONTAMINATED WATER.	2,500	00	250,000	00
8.02 A (139)	1,500.0 S.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	5	00	7,500	00
8.02 B (140)	440.0 L.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	10	00	4,400	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
9.30 (141)	1.0 L.S.	STORM WATER POLLUTION PREVENTION	\$ 50,000	00	\$ 50,000	00
BMP-7.09 (142)	20.0 DAY	LICENSED SURVEYOR	\$ 2,420	00	\$ 48,400	00
BMP-7.103 (143)	5.0 C.Y.	CONCRETE	\$ 275	00	\$ 1,375	00
BMP-7.103-A (144)	620.0 C.Y.	CONCRETE (NONSTRUCTURAL)	\$ 275	00	\$ 170,500	00



10/15/2018
11:56AM
BID PAGES

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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
BMP-7.107-B (145)	390.0 C.Y.	RIP-RAP AND ANGULAR NATURAL FIELD STONE	150	00	58,500	00
BMP-7.117 (146)	120.0 S.F.	GRAFFITI RESISTANT COATING	10	00	1,200	00
BMP-7.129-1 (147)	1.0 EACH	STRUCTURE NO. 1	2,100,000	00	2,100,000	00
BMP-7.129-2 (148)	1.0 EACH	STRUCTURE NO. 2	330,000	00	330,000	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
BMP-7.204 (149)	4.0 C.Y.	PA COLONIAL STONE	250	00	1,000	00
BMP-7.301 (150)	170.0 C.Y.	DEBRIS REMOVAL AND DISPOSAL	175	00	29,750	00
BMP-7.302 (151)	842,000.0 S.F.	CLEARING, GRUBBING AND REMOVALS	1	00	842,000	00
BMP-7.304-A (152)	119,100.0 C.Y.	EXCAVATION	8	00	952,800	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
BMP-7.305 (153)	200.0 C.Y.	CRUSHED STONES	50	00	10,000	00
BMP-7.306-A (154)	270.0 EACH	TREE REMOVAL 6" TO 12" CALIPER	395	00	106,650	00
BMP-7.306-B (155)	22.0 EACH	TREE REMOVAL ABOVE 12" TO 18" CALIPER	695	00	15,290	00
BMP-7.306-C (156)	2.0 EACH	TREE REMOVAL ABOVE 18" TO 24" CALIPER	780	00	1,560	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
BMP-7.306-D (157)	2.0 EACH	TREE REMOVAL ABOVE 24" CALIPER	\$ 1,270	00	\$ 2,540	00
BMP-7.307-A (158)	842,000.0 S.F.	GRADING	\$ 0	25	\$ 210,500	00
BMP-7.308 (159)	1,900.0 C.Y.	FILL	\$ 25	00	\$ 47,500	00
BMP-7.312-C (160)	80.0 C.Y.	NON-HAZARDOUS MATERIAL REMOVAL	\$ 160	00	\$ 12,800	00



10/15/2018
11:56AM
BID PAGES

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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
BMP-7.317-A (161)	1.0 EACH	SOIL SAMPLING AND ANALYSIS	2,500	00	2,500	00
BMP-7.317-B (162)	1.0 F.S.	CONTAMINATED SOIL AND HAZARDOUS WASTE DISPOSAL PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 500,000.00	500,000.00	00	500,000.00	00
BMP-7.401-C (163)	300.0 EACH	CANOPY TREES - WHIPS 5' TO 6'	125	00	37,500	00
BMP-7.401-H (164)	810.0 EACH	SHRUBS	140	00	113,400	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBENC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
BMP-7.401-I (165)	642,000.0 S.F.	SEEDING	0	40	256,800	00
BMP-7.401-J (166)	85,400.0 EACH	HERBACEOUS PLANTS (PLUGS)	5	00	427,000	00
BMP-7.403 (167)	5,950.0 C.Y.	TOPSOIL	75	00	446,250	00
BMP-7.405-A (168)	88.0 HRS	VECTOR AND PEST CONTROL	175	00	15,400	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
BMP-7.407 (169)	642,400.0 S.F.	JUTE MESH	1	00	642,400	00
BMP-7.408-B (170)	25.0 CREW DAY	HERBICIDE APPLICATION	2,500	00	62,500	00
BMP-7.415 (171)	30.0 CREW DAY	INVASIVE VINE AND PLANT REMOVAL	2,500	00	75,000	00
BMP-7.502 (172)	4,140.0 L.F.	CONSTRUCTION LIMIT FENCE	20	00	82,800	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBENC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
BMP-7.505 (173)	24,800.0 EACH	SAND BAG	3	00	74,400	00
BMP-7.506-A (174)	2.0 EACH	SEDIMENT TRAP WITH FILTER	350	00	700	00
BMP-7.510 (175)	1.0 EACH	PORTABLE SEDIMENT TANK	5,000	00	5,000	00
BMP-7.512 (176)	10.0 EACH	DIRTBAG	20	00	200	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
BMP-7.602 (177)	8.0 EACH	BOULDERS	\$ 500	00	\$ 4,000	00
BMP-7.603-B (178)	6.0 EACH	STEEL PIPE BOLLARD - REMOVABLE	\$ 2,500	00	\$ 15,000	00
BMP-7.605-A (179)	12.0 EACH	PERMANENT SIGNS ON STEEL RAIL POSTS	\$ 500	00	\$ 6,000	00
BMP-7.605-B (180)	24.0 EACH	0.020" TEMPORARY SIGNS	\$ 500	00	\$ 12,000	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
BMP-7.606-B (181)	1,640.0 S.F.	PERMANENT MAINTENANCE ACCESSWAY (PAVERS)	\$ 30	00	\$ 49,200	00
BMP-7.606-C (182)	1,710.0 S.F.	PERMANENT MAINTENANCE ACCESSWAY (GRAVEL)	\$ 20	00	\$ 34,200	00
BMP-7.608-B (183)	16.0 EACH	SURVEY MONUMENTS	\$ 3,630	00	\$ 58,080	00
BMP-7.618 (184)	2.0 DAY	SURVEYING SERVICES FOR BOUNDARY POINTS	\$ 2,420	00	\$ 4,840	00



10/15/2018
11:56AM
BID PAGES

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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
BMP-7.622 (185)	4.0 EACH	FOREHAY MICROPOOL SEDIMENT CLEAN-OUT INDICATOR	\$ 10,000	00	\$ 40,000	00
BMP-7.710 (186)	400.0 S.Y.	RENO MATTRESS	\$ 75	00	\$ 30,000	00
JB 100.1 (VERZ) (187)	16.0 EACH	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE.1) Unit price bid shall not be less than: \$ 595.00	\$ 595	00	\$ 9,520	00
JB 100.1 (CE) (188)	1.0 EACH	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .1) Unit price bid shall not be less than: \$ 323.00	\$ 323	00	\$ 323	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBRNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
JB 100.2 (VERZ) (189)	4.0 EACH	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .2) Unit price bid shall not be less than: \$ 808.00	\$ 808	00	\$ 3,232	00
JB 100.3 (VERZ) (190)	3.0 EACH	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .3) Unit price bid shall not be less than: \$ 998.00	\$ 998	00	\$ 2,994	00
JB 101.1 (VERZ) (191)	12.0 EACH	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE. 1) Unit price bid shall not be less than: \$ 2,364.00	\$ 2,364	00	\$ 28,368	00
JB 101.1 (CE) (192)	24.0 EACH	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .1) Unit price bid shall not be less than: \$ 2,740.00	\$ 2,740	00	\$ 65,760	00



10/15/2018
11:56AM
BID PAGES

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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
JB 101.2 (VERZ) (193)	4.0 EACH	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .2) Unit price bid shall not be less than: \$ 2,394.00	\$ 2,394	00	\$ 9,576	00
JB 101.3 (VERZ) (194)	3.0 EACH	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .3) Unit price bid shall not be less than: \$ 3,309.00	\$ 3,309	00	\$ 9,927	00
JB 102.1 (CE) (195)	1.0 EACH	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .1) Unit price bid shall not be less than: \$ 2,829.00	\$ 2,829	00	\$ 2,829	00
JB 102.1 (VERZ) (196)	6.0 EACH	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .1) Unit price bid shall not be less than: \$ 2,905.00	\$ 2,905	00	\$ 17,430	00



10/15/2018
11:56AM
BID PAGES

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

Contract PIN 8502018SE0017C
Project ID MIBENC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
JB 102.2 (VER2) (197)	3.0 EACH	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .2) Unit price bid shall not be less than: \$ 2,905.00	\$ 2,905	00	\$ 8,715	00
JB 103.1 (CE) (198)	1.0 EACH	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE.1) Unit price bid shall not be less than: \$ 3,118.00	\$ 3,118	00	\$ 3,118	00
JB 108.1 (CE) (199)	6.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .1) Unit price bid shall not be less than: \$ 440.00	\$ 440	00	\$ 2,640	00
JB 108.1 (VER2) (200)	6.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .1) Unit price bid shall not be less than: \$ 886.00	\$ 886	00	\$ 5,316	00



10/15/2018
11:56AM
BID PAGES

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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
JB 108.2 (VERZ) (201)	9.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .2) Unit price bid shall not be less than: \$ 1,097.00	1,097	00	9,873	00
JB 108.3 (VERZ) (202)	4.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .3) Unit price bid shall not be less than: \$ 1,322.00	1,322	00	5,288	00
JB 200 (VERZ) (203)	40.0 L.F.	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES Unit price bid shall not be less than: \$ 170.00	170	00	6,800	00
JB 225 (CE) (204)	1.0 EACH	INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES Unit price bid shall not be less than: \$ 4,624.00	4,624	00	4,624	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
JB 225 (VERZ) (205)	10.0 EACH	INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES Unit price bid shall not be less than: \$ 2,925.00	\$ 2,925	00	\$ 29,250	00
JB 226 (VERZ) (206)	3.0 EACH	INSTALLATION OF CATCH BASINS WITH INTERFERENCES Unit price bid shall not be less than: \$ 1,463.00	\$ 1,463	00	\$ 4,389	00
JB 226(CE) (207)	1.0 EACH	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES Unit price bid shall not be less than: \$ 3,349.00	\$ 3,349	00	\$ 3,349	00
JB 300(CE) (208)	7.0 C.Y.	SPECIAL CARE EXCAVATION AND BACKFILLING Unit price bid shall not be less than: \$ 210.00	\$ 210	00	\$ 1,470	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBENC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
JB 300 (VERZ) (209)	52.0 C.Y.	SPECIAL CARE EXCAVATION AND BACKFILLING Unit price bid shall not be less than: \$ 167.00	167	00	8,684	00
JB 330E.1 (CE) (210)	37.0 L.F.	SUPPORT AND PROTECTION OF ELECTRIC AND GAS FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (TYPE .1) Unit price bid shall not be less than: \$ 22.45	22	45	830	65
JB 330T1 (VERZ) (211)	200.0 L.F.	SUPPORT AND PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE IN OR IN CLOSE PROXIMITY TO TRENCH LIMITS Unit price bid shall not be less than: \$ 115.00	115	00	23,000	00
JB 350 (CE) (212)	1.0 L.S.	OVERHEAD ACCOMMODATION, PROTECTION OF OH FACILITIES & APPURTENANCES Unit price bid shall not be less than: \$ 52,000.00	52,000	00	52,000	00



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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

10/15/2018
11:56AM
BID PAGES

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
JB 350T (VERZ) (213)	1.0 L.S.	OVERHEAD ACCOMMODATION, PROTECTION OF OH FACILITIES & APPURTENANCES Unit price bid shall not be less than: \$ 20,132.18	\$ 20,132	18	\$ 20,132	18
JB 351 (CE) (214)	8.0 EACH	INSTALL AND REMOVE "A" FRAME ON UTILITY POLES Unit price bid shall not be less than: \$ 750.00	\$ 750	00	\$ 6,000	00
JB 351T (VERZ) (215)	3.0 EACH	INSTALL AND REMOVE "A" FRAMES ON UTILITY POLES Unit price bid shall not be less than: \$ 1,500.00	\$ 1,500	00	\$ 4,500	00
JB 400 (CE) (216)	10.0 C.Y.	TEST PITS FOR UTILITY FACILITIES Unit price bid shall not be less than: \$ 179.00	\$ 179	00	\$ 1,790	00



10/15/2018
11:56AM
BID PAGES

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

Contract PIN 8502018SE0017C
Project ID MIBENC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
JB 400 (VERZ) (217)	30.0 C.Y.	TEST PITS FOR UTILITY FACILITIES Unit price bid shall not be less than: \$ 218.00	\$ 218	00	\$ 6,540	00
JB 401 (VERZ) (218)	298.0 C.Y.	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES Unit price bid shall not be less than: \$ 228.00	\$ 228	00	\$ 67,944	00
JB 401AT (VERZ) (219)	50.0 C.Y.	SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF TELECOMMUNICATION FACILITIES CONNECTED TO OR NEAR THE BASE PAVEMENT Unit price bid shall not be less than: \$ 76.00	\$ 76	00	\$ 3,800	00
JB 402T.1 (VERZ) (220)	100.0 L.F.	EXISTING CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT Unit price bid shall not be less than: \$ 50.81	\$ 50	81	\$ 5,081	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBENC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
JB 402T.1A (VERZ) (221)	200.0 L.F.	EXISTING CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT Unit price bid shall not be less than: \$ 57.63	57	63	\$ 11,526.	00.
JB 402T.2A (VERZ) (222)	1,591.0 L.F.	EXISTING OCCUPIED NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT Unit price bid shall not be less than: \$ 46.00	46	00	\$ 73,186	00
JB 402T.V2A (VERZ) (223)	200.0 L.F.	EXISTING VACANT NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT Unit price bid shall not be less than: \$ 44.00	44	00	\$ 8,800	00
JB 403T.2 (VERZ) (224)	200.0 S.F.	Placing steel protection plates for utilities facilities Unit price bid shall not be less than: \$ 14.85	14	85	\$ 2,970	00



10/15/2018
11:56AM
BID PAGES

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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
JB 405.1 (VERZ) (225)	100.0 C.Y.	TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS LESS THAN FIVE FEET Unit price bid shall not be less than: \$ 361.10	361	10	36,110	00
JB 405.1 (CE) (226)	37.0 C.Y.	TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS LESS THAN FIVE FEET Unit price bid shall not be less than: \$ 185.00	185	00	6,845	00
JB 405.2 (VERZ) (227)	20.0 C.Y.	TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS EQUAL TO OR GREATER THAN FIVE FEET, REQUIRING SHEETING Unit price bid shall not be less than: \$ 408.59	408	59	8,171	80
JB 450.2 (CE) (228)	4.0 CREW/HR	CONSTRUCTION FIELD SUPPORT - SMALL SIZE CREW (TYPE .2) Unit price bid shall not be less than: \$ 245.00	245	00	980	00



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

Contract PIN 8502018SE0017C
Project ID MIBENC003

10/15/2018
11:56AM
BID PAGES

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
JB 450.3 (CE) (229)	4.0 CREW/HR	CONSTRUCTION FIELD SUPPORT - MEDIUM SIZE CREW (TYPE .3) Unit price bid shall not be less than: \$ 699.00	699	00	2,796	00
JB 500 (VERZ) (230)	100.0 L.F.	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED) Unit price bid shall not be less than: \$ 4.00	4	00	400	00
JB 501 (VERZ) (231)	10.0 C.Y.	REMOVAL OF ABANDONED MASONRY FOR UTILITY FACILITIES Unit price bid shall not be less than: \$ 231.00	231	00	2,310	00
JB 603E.1 (CE) (232)	110.0 L.F.	INSTALL UTILITY CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT Unit price bid shall not be less than: \$ 4.00	4	00	440	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBENC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
JB 603T.2 (VERZ) (233)	200.0 L.F.	INSTALL 2 EACH 2", 4" OR 1-1/4" QUAD CONDUITS (PVC OR STEEL) IN ANY COMBINATION Unit price bid shall not be less than: \$ 11.00	11	00	2,200	00
JB 603T.4 (VERZ) (234)	200.0 L.F.	INSTALL 6 EACH 4" OR 1-1/4" QUAD CONDUITS (PVC OR STEEL) IN ANY COMBINATION Unit price bid shall not be less than: \$ 33.00	33	00	6,600	00
JB 603T.6 (VERZ) (235)	200.0 L.F.	INSTALL 12 EACH 4" OR 1-1/4" QUAD CONDUITS (PVC OR STEEL) IN ANY COMBINATION Unit price bid shall not be less than: \$ 66.00	66	00	13,200	00
JB 636 EE (VERZ) (236)	3.0 EACH	ADJUSTMENT OF UTILITY HARDWARE (34" TO UNDER 41" WIDTH) Unit price bid shall not be less than: \$ 490.00	490	00	1,470	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
JB 636 ME (VERZ) (237)	3.0 EACH	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (34" TO UNDER 41" WIDTH) Unit price bid shall not be less than: \$ 150.00	\$ 150	00	\$ 450	00
JB 636 R (VERZ) (238)	20.0 C.Y.	REPAIR TO UTILITY STRUCTURES Unit price bid shall not be less than: \$ 211.00	\$ 211	00	\$ 4,220	00
JB 638 N (VERZ) (239)	20.0 C.Y.	INSTALLATION OF FIELD CONSTRUCTED UTILITIES STRUCTURES. Unit price bid shall not be less than: \$ 2,576.00	\$ 2,576	00	\$ 51,520	00
JB 700 (VERZ) (240)	200.0 C.Y.	SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER Unit price bid shall not be less than: \$ 95.00	\$ 95	00	\$ 19,000	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
JB 710.1 (VERZ) (241)	200.0 L.F.	REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON/ PLASTIC PIPES, UP TO AND INCLUDING 12" DIAMETER PIPE Unit price bid shall not be less than: \$ 12.00	12	00	2,400	00
JB 803.2 (VERZ) (242)	100.0 L.F.	LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATIONS Unit price bid shall not be less than: \$ 15.80	15	80	1,580	00
JB 900 (CE) (243)	1.0 F.S.	EXTRA UTILITY WORK COSTS ALLOWANCE PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 38,950.00	38,950.00		38,950.00	
JB 900 (NGRD) (244)	1.0 F.S.	EXTRA UTILITY WORK COSTS ALLOWANCE PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 3,000.00	3,000.00		3,000.00	

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
JB 900 (VERZ) (245)	1.0 F.S.	EXTRA UTILITY WORK COSTS ALLOWANCE PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 45,000.00	\$ 45,000.00		\$ 45,000.00	
SL-20.02.02 (246)	1.0 EACH	FURNISH AND INSTALL STANDARD TYPE ANCHOR BOLT FOUNDATION, AS PER DRAWING E-3788	\$ 4.00	00	\$ 4.00	00
SL-21.03.02 (247)	1.0 EACH	FURNISH AND INSTALL TYPE 2S, 4S, 6S, 8S OR 12S LAMPPOST WITH TRANSFORMER BASE	\$ 9,325	00	\$ 9,325	00
SL-21.09.09 (248)	1.0 EACH	REMOVE F.S. SPUN ALUMINUM, #10, ETC LAMPPOST, WITH ARMS(S), LUMINAIRE(S), ETC., WITH ALL ATTACHMENTS, IF ANY. REMOVE PORTION OF FOUNDATION. RESTORE TO SURROUNDING CONDITIONS.	\$ 5,150	00	\$ 5,150	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
SL-22.16.05 (249)	1.0 EACH	FURNISH AND INSTALL ROADWAY TYPE LED FIXTURE AS PER SPECIFICATION 466 WITH PEC RECEPTACLE AND PEC	900	00	900	00
SL-26.01.04 (250)	1.0 EACH	FURNISH AND INSTALL LONG LIFE PHOTO ELECTRIC CONTROL WITH SURGE PROTECTION FOR LED LIGHT	165	00	165	00
UTL-6.01.1 (251)	9.0 EACH	GAS MAIN CROSSING SEWER UP TO 24" IN DIAMETER (\$6.01) Unit price bid shall not be less than: \$ 1,040.00	1,050	00	9,450	00
UTL-6.01.2 (252)	1.0 EACH	GAS MAIN CROSSING SEWER 30" IN DIAMETER (\$6.01) Unit price bid shall not be less than: \$ 1,770.00	1,770	00	1,770	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBENC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
UTL-6.01.3 (253)	1.0 EACH	GAS MAIN CROSSING SEWER 36" THRU 42" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 2,040.00	\$ 2,040	00	\$ 2,040	00
UTL-6.01.8 (254)	58.0 EACH	GAS SERVICES CROSSING TRENCHES AND/OR EXCAVATIONS (S6.01) Unit price bid shall not be less than: \$ 465.00	\$ 465	00	\$ 26,970	00
UTL-6.01.9 (255)	12.0 EACH	GAS MAIN CROSSING WATER MAIN UP TO 20" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 485.00	\$ 485	00	\$ 5,820	00
UTL-6.02 (256)	2.0 EACH	EXTRA EXCAVATION FOR THE INSTALLATION OF CATCH BASIN SEWER DRAIN PIPES WITH GAS INTERFERENCES (S6.02) Unit price bid shall not be less than: \$ 715.00	\$ 715	00	\$ 1,430	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
UTL-6.03 (257)	300.0 L.F.	REMOVAL OF ABANDONED GAS FACILITIES. ALL SIZES. (S6.03) Unit price bid shall not be less than: \$ 15.00	15	00	4,500	00
UTL-6.03.1 (258)	700.0 L.F.	REMOVAL OF ABANDONED GAS FACILITIES WITH POSSIBLE COAL TAR WRAP. ALL SIZES. (FOR NATIONAL GRID WORK ONLY) (S6.03) Unit price bid shall not be less than: \$ 25.00	25	00	17,500	00
UTL-6.04 (259)	25.0 EACH	ADJUST HARDWARE TO GRADE USING SPACER RINGS/ADAPTORS. (STREET REPAVING.) (S6.04) Unit price bid shall not be less than: \$ 35.00	35	00	875	00
UTL-6.05 (260)	17.0 EACH	ADJUST HARDWARE TO GRADE BY RESETTING. (ROAD RECONSTRUCTION.) (S6.05) Unit price bid shall not be less than: \$ 65.00	65	00	1,105	00

10/15/2018
11:56AM
BID PAGES



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

Contract PIN 8502018SE0017C
Project ID MIBBNC003

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
UTL-6.06 (261)	400.0 C.Y.	SPECIAL CARE EXCAVATION AND BACKFILLING (S6.06) Unit price bid shall not be less than: \$ 180.00	\$ 180	00	\$ 72,000	00
UTL-6.07 (262)	90.0 C.Y.	TEST PITS FOR GAS FACILITIES (S6.07) Unit price bid shall not be less than: \$ 100.00	\$ 100	00	\$ 9,000	00
UTL-GCS-2WS (263)	1.0 F.S.	GAS INTERFERENCES AND ACCOMMODATIONS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 50,000.00	\$ 50,000.00	00	\$ 50,000.00	00



Contract PIN 8502018SE0017C
Project ID MIBNC003

10/15/2018
11:56AM
BID PAGES

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

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
6.39 A (264)	1.0 LUMP SUM	MOBILIZATION PRICE BID SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.			\$ 32,213,587	63
SUB-TOTAL:					\$ 1,286,412	37
TOTAL BID PRICE:					\$ 33,500,000	00

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

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

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

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

PROJECT ID: MIBBNC003

**INSTALLATION OF STORM AND SANITARY SEWERS AND REPLACEMENT OF
WATER MAINS IN MASON AVENUE, ETC.**

**Together With the Construction of BMPs and All Work Incidental Thereto
BOROUGH OF STATEN ISLAND
CITY OF NEW YORK**

Name of Bidder: NYCC JPL JV

Date of Bid Opening: 10-19-2018

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

Place of Business of Bidder: 708 Sharroffs Rd Staten Island NY 10309

Bidder's Telephone Number: (718) 967-3720 Fax Number: (718) 967-0144

Bidder's E-Mail Address: Estimating@NewYorkConcrete.com

Residence of Bidder (If Individual): _____

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

Names of Partners

Residence of Partners

New York Concrete Corp

708 Sharroffs Rd, Staten Island NY

J. Pizzinuso Landscaping Corp

7104 Avenue W, Brooklyn NY 11234

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

Organized under the laws of the State of _____

Name and Home Address of President: _____

Name and Home Address of Secretary: _____

Name and Home Address of Treasurer: _____

BID FORM
NYCC JPL JV

The above-named Bidder affirms and declares:

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

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

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

6. Compliance Report

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

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

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

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

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

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

Section V: Vendor Certification and Required Affirmations:

I hereby:

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



BID FORM

PROJECT ID. MIBBNC003

BID PROPOSAL: In the space provided below, the Bidder **MUST** 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)

\$ 33,500,000.^{00.}

(LP) 10/19/18

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: NYCC JPL JV

By: *Donna Marie Russo NYCC*
(Signature of Partner or corporate officer)

Attest:
(Corporate Seal)

Secretary of Corporate Bidder

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

BID FORM (TO BE NOTARIZED)

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

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

(Signature of the person who signed the Bid)

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

Notary Public

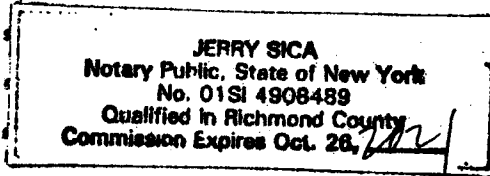
AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP

STATE OF NEW YORK, COUNTY OF Richmond ss: _____ being duly sworn says:
I am a member of DOMINIQUE FARR 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.

Domina Marie Russo
(Signature of Partner who signed the Bid)

Subscribed and sworn to before me this 18th day of March, 2018

[Signature]
Notary Public



AFFIDAVIT WHERE BIDDER IS A CORPORATION

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

(Signature of Corporate Officer who signed the Bid)

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

Notary Public

AFFIRMATION

PROJECT ID. MIBBNC003

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: NYCC JPL JV
Address: 708 SHARROTT'S ROAD
City STATEN ISLAND State NEW YORK Zip Code 10309

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
82-3633182
- C - Corporation
EMPLOYER IDENTIFICATION NUMBER

By: *Denina Marie Russo* - *J. Pizzirusso*
Signature
Title: President vice President
New York Concrete Corp J. Pizzirusso Landscaping Corp.
If a corporation, place seal here

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

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

BID BOND 1
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, _____
NYCC JPL JV

hereinafter referred to as the "Principal", and _____
VIGILANT 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 _____

10% OF THE CONTRACT PRICE

(\$ _____), 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 _____

**INSTALLATION OF STORM AND SANITARY SEWERS AND REPLACEMENT OF WATER MAINS
IN MASON AVENUE, ETC. PROJECT ID: MIBBNC003**

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

(a) Within ten (10) days after notification by the City, execute in quadruplicate and deliver to the City all the executed counterparts of the Contract in the form set forth in the Contract Documents, in accordance with the proposal as accepted, and

(b) Furnish a performance bond and separate payment bond, as may be required by the City, for the faithful performance and proper fulfillment of such Contract, which bonds shall be satisfactory in all respects to the City and shall be executed by good and sufficient sureties, and

(c) In all respects perform the agreement created by the acceptance of said Proposal as provided in the Information for Bidders, bound herewith and made a part hereof, or if the City shall reject the aforesaid Proposal, then this obligation shall be null and void; otherwise to remain in full force and effect.

BID BOND 2

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

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

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

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

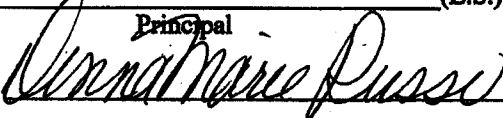
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the 26TH day of SEPTEMBER, 2018.

(Seal)

NYCC JEL JV (L.S.)

Principal

By:



(Seal)

VIGILANT INSURANCE COMPANY

Surety

By:


THOMAS HANSON ATTORNEY-IN-FACT

BID BOND 3

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of New York County of Richmond ss:
On this 15th day of October, 2018, before me personally appeared
DOMINIQUE RUSO to me known and known to me to be one of the members of the
firm of NYCJPL, JV 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.

JERRY SICA
Notary Public, State of New York
No. 01SI 4908489
Qualified in Richmond County
Commission Expires Oct. 26, 2021

[Signature]
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

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

Notary Public

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES

Individual Acknowledgment

State of _____
County of _____

On this _____ day of _____, _____, before me personally came _____ and known to me to be the individual described in and who executed the foregoing instrument, and acknowledge to me that he executed the same.

My commission expires: _____

Notary Public

Firm Acknowledgment

State of _____
County of _____

On this _____ day of _____, _____, before me personally came _____ to me known and known to me to be a member of the firm of _____ described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

My commission expires: _____

Notary Public

Corporation Acknowledgment

State of _____
County of _____

On this _____ day of _____, _____, before me personally came _____, to me known who being by me duly sworn, did depose and say that he is the _____ of _____ the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My commission expires: _____

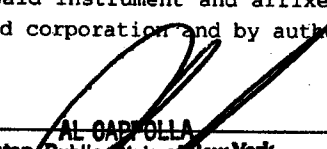
Notary Public

Surety Acknowledgment

State of New York
County of New York

On SEPTEMBER 26, 2018 before me personally came THOMAS HANSSON to me known, who, being by me duly sworn, did depose and say that he/she is an Attorney-in-Fact of VIGILANT INSURANCE COMPANY the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/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: _____


AL CAPOLLA
Notary Public, State of New York
No. 261CA480479
Qualified in New York County
Commission Expires April 27, 2019



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Thomas Hansson of New York, New York

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations. In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of March, 2014.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr.

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this 1st day of March, 2014 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No 2316685
Commission Expires July 16, 2014

Katherine J. Adelaar

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this SEPTEMBER 26, 2018



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

VIGILANT INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2017

(in thousands of dollars)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments	\$ 14,841	Outstanding Losses and Loss Expenses	\$ 72,066
United States Government, State and Municipal Bonds	211,627	Unearned Premiums	14,739
Other Bonds	123,539	Ceded Reinsurance Premiums Payable	102,270
Stocks	2,915	Provision for Reinsurance	751
Other Invested Assets	89	Other Liabilities	59,553
TOTAL INVESTMENTS	353,011	TOTAL LIABILITIES	249,379
Investments in Affiliates:		Capital Stock	4,500
Premiums Receivable	95,723	Paid-In Surplus	25,169
Other Assets	127,961	Unassigned Funds	297,647
		SURPLUS TO POLICYHOLDERS	327,315
TOTAL ADMITTED ASSETS	\$ 576,695	TOTAL LIABILITIES AND SURPLUS	\$ 576,695

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
At December 31, 2017, investments with a carrying value of \$11,718,012 were deposited with government authorities
as required by law.

State, County & City of New York, - ss;

Dawn M. Chloros, Assistant Secretary of the Vigilant Insurance Company
being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said
Vigilant Insurance Company on December 31, 2017 is true and correct and is a true abstract of the Annual Statement of said
Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2017.

Subscribed and sworn to before me
this March 1, 2018.

Jeanette Shipsey

Notary Public

JEANETTE SHIPSEY
Notary Public, State of New York
No. 02SH5074142
Qualified in Nassau County
Commission Expires March 10, 2019

Dawn M. Chloros

Assistant Secretary



M/WBE PROGRAM

M/WBE UTILIZATION PLAN

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

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

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

Rejection of the Bid: The bidder must complete Schedule B: M/WBE Utilization Plan (Part II) set forth in this Bid Booklet on the pages following the section entitled “Notice to All Prospective Contractors”.

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

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

NOTICE TO ALL PROSPECTIVE CONTRACTORS
PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS
ENTERPRISES IN CITY PROCUREMENT

ARTICLE I. M/WBE PROGRAM

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

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

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

PART A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART B: MISCELLANEOUS

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

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

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

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

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

ARTICLE II. ENFORCEMENT

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

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

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

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

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

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

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

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

Tax ID #: 82-3633182

APT E- PIN #: 85018B0094

**SCHEDULE B - MWBE Utilization Plan
Part I: MWBE Participation Goals**

Part I to be completed by contracting agency

Contract Overview

APT E- Pin # 85018B0094 FMS Project ID#: MIBBNC003

Project Title/ Agency PIN # INSTALLATION OF STORM AND SANITARY SEWERS AND REPLACEMENT OF WATER MAINS IN MASON AVENUE, ETC. / 8502018SE0017C

Bid/Proposal Response Date OCTOBER 5TH 2018

Contracting Agency Department of Design and Construction

Agency Address 30-30 Thomson Ave. City Long Island City State NY Zip Code 11101

Contact Person Tempestt Bellamy Title MWBE Compliance Analyst

Telephone # 718-391-2604 Email bellamyte@ddc.nyc.gov

Project Description (attach additional pages if necessary)

**INSTALLATION OF STORM AND SANITARY SEWERS AND REPLACEMENT OF WATER MAINS
IN MASON AVENUE, ETC.
Together With the Construction of BMPs and All Work Incidental Thereto**

**BOROUGH OF STATEN ISLAND
CITY OF NEW YORK**

MWBE Participation Goals for Services

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

Prime Contract Industry: Construction

Group	Percentage
<u>Unspecified*</u>	<u>14%</u>
or	
<u>Black American</u>	<u>UNSPECIFIED*</u>
<u>Hispanic American</u>	<u>UNSPECIFIED*</u>
<u>Asian American</u>	<u>UNSPECIFIED*</u>
<u>Women</u>	<u>UNSPECIFIED*</u>
Total Participation Goals	14% Line 1

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

Tax ID #: 82-3633182

APT E-
PIN #: 8501880094

SCHEDULE B - Part II: MWBE Participation Plan

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

Section I: Prime Contractor Contact Information

Tax ID #	<u>82-3633182</u>	FMS Vendor ID #	
Business Name	<u>NYCC JPL JV</u>	Contact Person	<u>DonnaMarie Russo</u>
Address	<u>708 Sharotts Rd Staten Island New York 10309</u>		
Telephone #	<u>(718) 967-3720</u>	Email	<u>Estimating@NewYorkConcrete.com</u>

Section II: MWBE Utilization Goal Calculation. Check the applicable box and complete subsection.

PRIME CONTRACTOR ADOPTING AGENCY MWBE PARTICIPATION GOALS

<input checked="" type="checkbox"/> For Prime Contractors (Including Qualified Joint Ventures and MWBE firms) adopting Agency MWBE Participation Goals.	Total Bid/Proposal Value	Agency Total Participation Goals (Line 1, Page 13)	Calculated MWBE Participation Amount
Calculate the total dollar value of your total bid that you agree will be awarded to MWBE subcontractors for services and/or credited to an MWBE prime contractor or Qualified Joint Venture. Please review the Notice to Prospective Contractors for more information on how to obtain credit for MWBE participation.	33,500,000	14%	4,690,000
	\$	X	= \$ Line 2

PRIME CONTRACTOR OBTAINED PARTIAL WAIVER APPROVAL: ADOPTING MODIFIED MWBE PARTICIPATION GOALS

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

Tax ID #: 82-3133182

APTE-
PIN #: 85018B0094

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? % 14.7

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

1. TRUCKING MBE 41-60 DAYS TO FINISH
2. \$500,000
- 3.
4. SEWER WBE
5. PILES NEW YORK CONCRETE CORP
6. EXCAVATION SELF PERFORMED
7. REINFORCING 41-30 DAYS TO FINISH
8. \$4,000,000
- 9.
- 10.
11. LANDSCAPING WBE \$200,000 41-60 DAYS
12. TO FINISH
- 13.
- 14.
- 15.
- 16.
- 17.

Scopes of Subcontract Work

Tax ID #: 82-3633182

APTE-
PIN #: 85018B0094

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 6-129.1, 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 the 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 use, in the total dollar value of the M/WBE Participation Goals, certified MBE and/or WBE, 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 and lawful efforts to meet the M/WBE Participation Goals, or the pertinent provisions or such goals as modified by the Agency, to meet the minimum Participation Goals by seeking and obtaining the participation of certified MBE and/or WBE firms.

Signature	<u>Donna Marie Russo</u>	Date	<u>10-18-2018</u>
Print Name	<u>Donna Marie Russo</u>	Title	<u>President</u>

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

Contract Overview

Tax ID # _____ FMS Vendor ID # _____
 Business Name _____
 Contact Name N/A Telephone # _____ Email _____
 Type of Procurement Competitive Sealed Bids Other Bid/Response Due Date _____
 APT EFIN # (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 indicated by vendor seeking waiver

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

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

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

References

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

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

List 3 most recent contracts performed for other entities. Include information for each subcontract awarded in performance of such contracts. Add more pages if necessary.
 (Complete ONLY if vendor has performed fewer than 3 New York City contracts.)

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

TYPE OF Contract	AGENCY/ENTITY	DATE COMPLETED
Manager at agency/entity that hired vendor (Name/Phone No./Email)		
Total Contract Amount \$	Total Amount Subcontracted \$	
Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract	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 submitted in this bid is true, correct, and that this request is made in good faith.

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

Shaded area below is for agency completion only

APPRENTICESHIP PROGRAM REQUIREMENTS

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

YES NO

(1) **Apprenticeship Program Requirements**

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

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

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

(2) **Apprenticeship Program Questionnaire**

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

APPRENTICESHIP PROGRAM QUESTIONNAIRE ("APQ")

Bidder Name: NYCC JPL JV

Project ID Number: MIBBNC003

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

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

YES NO

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

YES NO

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

YES NO

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

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

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

APPRENTICESHIP PROGRAM QUESTIONNAIRE ("APQ")

Project ID Number: MIBBNC003

- 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.

Carpenters

Laborers - Locals 731, 6A, 18 & 20

Masons - Local 780

Lathers - Local 46

Dockbuilders - Local 1556

Teamsters - Local 282

Operators - Locals 14 & 15

Bidder: NYCC JPL JV

By: *Domenico Russo*
(Signature of Partner or Corporate Officer)

Title: President

Date: 10-18-2018



**EXCAVATORS UNION LOCAL 731
ANNUITY FUND. PENSION FUND. WELFARE FUND**

3411 35th Avenue

Astoria, NY 11106

Tel: (718) 390-0430. Fax: (718) 391-9099

Jan 10, 2019

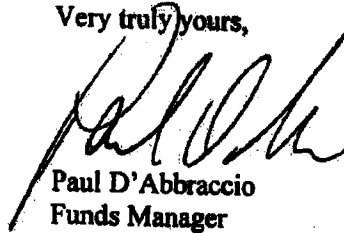
New York Concrete Corp.
708 Sharrotts Road
Staten Island , NY 10309

Re: Excavators Union Local 731 Benefits Funds
& New York Concrete Corp.

To Whom It May Concern:

This will serve to confirm that based upon unaudited reports submitted by the above referenced company to the Excavators Union Local 731 Benefits Funds ("Benefits Funds") it appears that as of the date of this letter, such company has made payment of all fringe benefits due to the Benefits Funds for work performed by its laborers through December 2018.

Very truly yours,



Paul D'Abbraccio
Funds Manager

PD/cb

**Northeast District Council of the Operative
Plasterers' & Cement Masons' Fringe Benefit
Funds Local 262 & Local 780
Pension • Welfare • Annuity • Apprenticeship**

January 9, 2019

New York Concrete Corp.
708 Sharrotts Road
Staten Island, NY 10309

To whom it may concern,

According to our records, *New York Concrete Corp.* has paid member benefits for:
Local 780 through December 30, 2018.

Please note, this does not include any outstanding or pending audits. Please call the Funds
office with any questions or concerns.

Sincerely,
Diane Ferchland
Pension & Contributions Dept.

**100 Merrick Road, Suite 500 West
Rockville Centre, NY 11570
(516) 775-2280 • Fax (516) 775-4064**

AGREEMENT made this 2 day of October 2017

Between

of J. Pizzicusso Landscaping Pond
7104 Ave W Brooklyn NY 11234

(hereinafter referred to as "Employer")

and

BUILDING, CONCRETE, EXCAVATING & COMMON LABORERS UNION, LOCAL NO. 731 of
GREATER NEW YORK, LONG ISLAND AND VICINITY of the LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA, 3411 35th Avenue Astoria, New York 11106
(hereinafter sometimes called "Local 731" and sometimes "Union").

ARTICLE I

Purposes - Declaration of Principles

Section 1 - Purposes

The purposes for which this collective bargaining agreement (this "Agreement") is entered into are as follows:

- (a) To prevent strikes and lockouts;
- (b) To facilitate peaceful adjustments of grievances and disputes between the Employer, Employee and Union;
- (c) To prevent waste, unnecessary and avoidable delays, which result in unnecessary costs and expense to the Employer and Union, and the loss of wages to the Employee;
- (d) To enable the Employer to secure at all times sufficient forces of skilled workers;
- (e) To provide as far as possible for the continuous employment of labor;
- (f) To provide that employment shall be in accordance with conditions and at wages herein agreed upon;

This Agreement and all of its terms and provisions are based on an effort and a spirit of bringing about more equitable conditions in the Construction Industry, and the language herein shall not be misconstrued to evade the principles or intent of this Agreement.

This Agreement may not be altered, modified or changed in any way unless any such proposed alteration, modification or change is in writing, is approved by the Union and is initialed or signed by an officer of the Union at the location in the Agreement of such proposed alteration, modification or change.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated in Article XIII hereof.

EMPLOYER:

BUILDING, CONCRETE, EXCAVATING
& COMMON LABORERS' UNION
LOCAL NO. 731 OF GREATER
NEW YORK, LONG ISLAND & VICINITY

BY: [Signature] 10/2/17
(Full and Exact Name of Employer)

BY: [Signature]
Frank Biancaniello
President

BY: Vice President
(Title of signing Representative)

BY: [Signature]
Joseph D'Amato
Business Manager

BY: Joseph Pizzicusso
(Title of Signing Representative)

BY: [Signature]
Dominic J. Valdner
Secretary-Treasurer

Dated: 10/2/17

Agreement effective this 19 day of December, 20 18 by and between Local Union 14-14B and Local Union 15, 15A, 15C and 15D, International Union of Operating Engineers, AFL-CIO (the "Union") and J. Pizzicusso Landscaping Corp. (the "Employer").

WHEREAS, the parties hereto acknowledge that there are presently Collective Bargaining Agreements between the Union and the Cement League, the General Contractors Association of New York, the Contractors Association of Greater New York, the Building Contractors Association, Allied Building Metal Industries, Inc., Association of Concrete Contractors of New York, Inc., the Construction Industry Council of Westchester and Hudson Valley, the Associated Brick Mason Contractors of Greater New York, the Association of New York City Concrete Producers, Inc. and the Asbestos Abatement Contractors Association; and WHEREAS, the Employer recognizes there are or will be certain amendments, extensions and renewals to the various Association Agreements (hereinafter referred to as the "Association Collective Bargaining Agreements") to be negotiated on behalf of the Employer by the various Employer Associations; and WHEREAS, the Employer acknowledges receipt of a copy of each of the Association Collective Bargaining Agreements; and WHEREAS, the Employer performs work from time to time which is covered by all or some of the above-mentioned Agreements and recognizes the Union as a source for the procurement of skilled workers for the work described in the applicable Association Collective Bargaining Agreements.

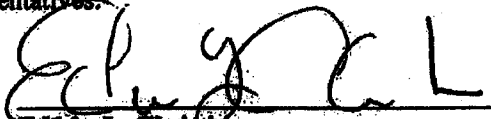
NOW, THEREFORE, the parties agree as follows:

1. The Employer is bound to all the terms and conditions as are applicable from time to time by the nature of the work performed for each of the Association Collective Bargaining Agreements which are incorporated herein by reference as if fully set forth in this Agreement, except as specifically set forth hereafter in paragraphs 2 and 3.
2. The grievance and arbitration procedure described in each Association Collective Bargaining Agreement shall not apply to this Agreement and the procedures shall instead be as follows: Any complaint, dispute or difference arising out of this Agreement shall be referred to the Union Business Agent and a representative of the Employer for a job site meeting within three (3) days notice to them of the occurrence giving rise to such complaint, dispute or difference. If the matter is not resolved within seven (7) days of such meeting, then the aggrieved party may submit the matter for arbitration to one of the two (2) arbitrators named hereafter. These arbitrators shall be John Crotty and Eugene T. Coughlin.
3. The Employer agrees that the operation of Scissor-Lift Trucks is the jurisdiction of the Operating Engineers. Scissor-Lift Trucks used solely as scaffolds or welding platforms will not be manned by an Operating Engineer. Scissor-Lift Trucks used for hoisting any material will be manned by an Operating Engineer. Occasional use of a Scissor-Lift Truck is the jurisdiction of the Operating Engineers, and the computation of the time used as a hoisting machine will be agreed upon by both the Employer and the Union.
4. The parties further agree to be bound to all the agreements and declarations of trusts, amendments and regulations, thereto, establishing the fringe benefit trust funds referenced in the applicable Association Collective Bargaining Agreements and to remit all contributions as set forth under the applicable Association Collective Bargaining Agreements and all amendments, renewals and/or extensions thereto, as adopted by the aforesaid Associations and the aforesaid Local Unions or their designated trustees.
5. The Employer agrees to be responsible for the payment of fringe benefit contributions through the purchase of stamps which are reported for each of the three (3) reporting periods which occur every year in March, July and November. **Owner/Operators Only:** The Employer agrees that for any and all individuals employed as Operating Engineers for any length of time during any given period who are also employed by the Employer during such period in some other capacity and/or hold a different title with the Employer, including but not limited to, owner, shareholder, officer, director, etc. (an "owner/operator"), the Employer shall be responsible for the payment of fringe benefit contributions for a minimum of forty (40) hours per week for every week in such period.

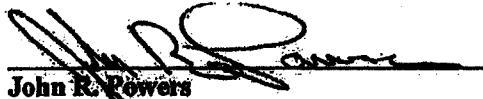
ANY FUTURE ORDER OF FRINGE BENEFIT STAMPS MUST BE MADE BY CERTIFIED CHECK

6. The Employer agrees that the applicable Association shall, on behalf of the Employer, negotiate successor Collective Bargaining Agreements, amendments, renewals and extensions of the applicable Collective Bargaining Agreements and the Employer agrees to be bound by any and all amendments, renewals and/or extensions of the above referenced Association Collective Bargaining Agreements unless and until this Agreement is properly terminated by either the Employer or the Union by providing the other party written notice of intent to terminate at least sixty (60) days but not more than ninety (90) days prior to the expiration date of the applicable Association Collective Bargaining Agreement.

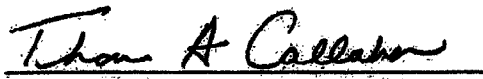
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.



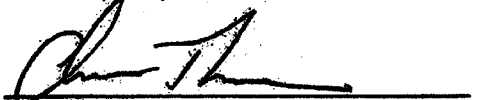
Edwin L. Christian
Business Manager
International Union of Operating Engineers,
Local 14-14B



John R. Powers
Recording Corresponding Secretary
International Union of Operating Engineers,
Local 14-14B



Thomas A. Callahan
President and Business Manager
International Union of Operating Engineers,
Local 15, 15A, 15C and 15D



Christopher R. Thomas
Recording-Corresponding Secretary
International Union of Operating Engineers,
Local 15, 15A, 15C and 15D

J. Pizzirusso Landscaping Corp.
Company Name

2400 EAST 69ST
Address

Brooklyn, NY 11234
City, State, Zip Code

718-531-6084
Telephone Number

718-531-6677
Fax Number

Joseph@TheJPLCorp.com
Email Address


Signature of Officer(s)

Joseph Pizzirusso Vice President
Name and Title of Officer(s)
(PLEASE PRINT)

In accordance with N.Y.S. Apprenticeship Regulation 601.8 Part (d)(1)(2) & (3), the Employer provides its Federal Employment Identification No. or its N.Y.S. Unemployment No.: _____

Between
INDEPENDENT CONTRACTORS
and
UNITED CEMENT MASONS' UNION LOCAL NO.
780 OF THE OPERATIVE PLASTERERS' AND
CEMENT MASONS' INTERNATIONAL
ASSOCIATION, AFFILIATED WITH THE
AMERICAN FEDERATION OF LABOR,

July 1, 2016 - June 30, 2019

ARTICLE XVI

Effecting Clause

The individual signing on behalf of the Employer hereby affixes his signature in a dual capacity both on behalf of himself / herself and on behalf of the Employer and represents by his/her signature his/her authority to bind himself/herself, the Employer or Firm and the principals and members thereof. The person signing on behalf of the Employer also agrees to be personally bound by and to assume all obligations of the Employer provided for in this Agreement.

Employer J. Pizzicusso Landscaping Corp.
Print Name & Title Joseph Pizzicusso, Vice President
Officer's Signature [Signature]
Address 7104 Ave W
Brooklyn NY 11234
Telephone # 718-531-6084
Fed I.D. # 11-3539578
Individual's Signature [Signature]
Individual's Home Address 2747 Judith Dr.
Bellmore NY 11710
Individual's Home Telephone # 917-418-7301
Individual's Social Security # xx-xx-3186
Date 7/1/2016

Accepted By:

**UNITED CEMENT MASONS' UNION, LOCAL No. 780, OF THE OPERATIVE
PLASTERERS & CEMENT MASONS' INTERNATIONAL ASSOCIATION**

By: Gino Castignoli Date July 1st 2016
Gino Castignoli

AGREEMENT

BETWEEN

THE HIGHWAY ROAD AND STREET

CONSTRUCTION LABORERS

LOCAL UNION 1010

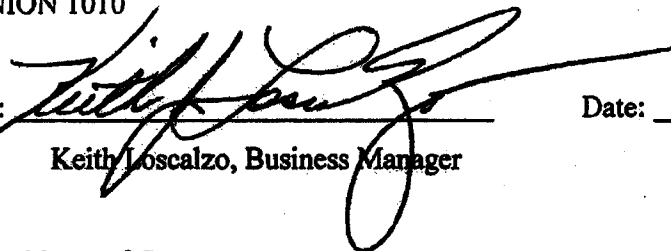
AND

THE EMPLOYER

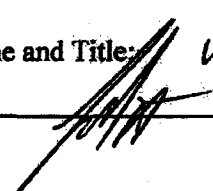
FEBRUARY 1, 2018 - JANUARY 31, 2020

INDEPENDENT AGREEMENT
HIGHWAY, ROAD AND STREET
CONSTRUCTION LABORERS LOCAL 1010
FEBRUARY 1, 2018— JANUARY 31, 2020

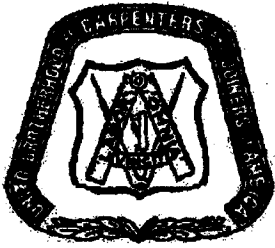
THE HIGHWAY, ROAD AND STREET
CONSTRUCTION LABORERS LOCAL
UNION 1010

By:  Date: 2/12/18
Keith Loscalzo, Business Manager

Print Name of Company:
J Pizziruso Landscaping Corp.

Print Name and Title: Vice President Date: 2/12/18
Signature: 

Address: 7104 Ave. W.
Brooklyn NY. 11234
Telephone #: 718-531-6084
Fax #: 718-531-6677
Email Address: jplcorp@aol.com
Original Jobsite: Various Locations



New York City District Council of Carpenters
BENEFIT FUNDS

395 Hudson Street
New York, N.Y. 10014
Telephone: (212) 366-7300
Fax: (212) 366-7444

January 08, 2019

NEW YORK CONCRETE CORPORATION
708 SHARROTT'S RD
STATEN ISLAND, NY 10309

Re: NEW YORK CONCRETE CORPORATION (Employer ID# 16458)

To Whom It May Concern:

Please be advised, to the best of our knowledge, the above referenced signatory contractor has paid benefits through 1/06/2019. This is based solely on information supplied by the company to the NYCDCC Benefit Funds via the Urban/I-Remit program and will be subject to verification should any discrepancies arise and/or audits performed.

The New York City District Council has not been notified of any deficiencies.

Should you have any questions or require additional information, please feel free to contact us at (212) 366-7386.

Sincerely,

NYCDCC Benefit Funds



FRINGE BENEFIT FUNDS LOCAL 14-14B

INTERNATIONAL UNION OF OPERATING ENGINEERS
159-18 NORTHERN BOULEVARD, FLUSHING, NY 11358
Telephone (718) 939-1489

Welfare Fax (718) 661-3584

UNION TRUSTEES
EDWIN CHRISTIAN
JOHN CRONIN
CHRIS CONFREY
KENNETH KLEMENS, Jr.

FUND MANAGER
MARLENE MONTERROSO

EMPLOYER TRUSTEES
JOHN F. O'HARE
DONALD DeNARDO
ERNESTO TERSIGNI
DENISE M. RICHARDSON

January 8, 2019

New York Concrete Corp.
708 Sharrotts Road
Staten Island, N.Y. 10309

To Whom It May Concern:

On behalf of the Local 14 Annuity, Pension, Welfare and Training Funds, please be advised that our records do not to the best of our knowledge indicate that New York Concrete Corp. is delinquent in the payment of fringe benefit contributions on behalf of the Local 14 members in your company's employ through the date of this correspondence. Please be advised however, that the only way we may confirm that all payments have been made through today's date would be through a formal payroll audit. The Local 14 Fringe Benefit Funds therefore reserve the right to conduct such an audit and to collect any scheduled deficiency.

Thank you for your attention to this matter.

Sincerely,


Marlene Monterroso
Fund Manager

MM/kc



INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION 15, 15A, 15B, 15C, 15D & 15H

AFFILIATED WITH A.F.L.-C.I.O.

Building & Construction Trades Council of New York City

44-40 11TH STREET - LONG ISLAND CITY, NY 11101

Tel: (212) 929-5327 - FAX: (718) 729-3070

Thomas A. Callahan

President and Business Manager

BUSINESS REPRESENTATIVES

CHRISTOPHER R. THOMAS
ANDREW K. CULLIMORE
ANTHONY R. LAROSA

ROBERT J. BURNS
MICHAEL A. SALERNO
DANIEL J. GILMARTIN
PETER A. DONOFFRIO

JOHN W. McNAMARA
AUGUSTINO MARTINIELLO
ROBERT G. SHAW, JR.

January 9, 2019

Ms. DonnaMarie Russo
President
New York Concrete Corp.
708 Sharrotts Road
Staten Island, NY 10309

Re: Request for "Good Standing Letter"

To Whom It May Concern:

As of today, January 9, 2019, Local 15, 15A, 15B, 15C, 15D and 15H ("Local 15") is not in receipt of any verbal or written claims from any Local 15 members stating that they are owed any outstanding wages and/or fringe benefit contributions from New York Concrete Corp.

Please be advised, however, that if it is later determined that any wages and/or fringe benefit contributions are in fact due and owing from New York Concrete Corp., both Local 15 and the Local 15 Fringe Benefit Funds hereby reserve all of their respective legal rights to collect said monies pursuant to the Local 15 Collective Bargaining Agreements and/or trust agreements, ERISA or any other applicable laws, and this letter shall not be deemed to be a waiver of any of those legal rights. Finally, Local 15 does not waive any of its rights to conduct future audit(s) of the payroll records of New York Concrete Corp., as authorized by the Local 15 Collective Bargaining Agreements and/or trust agreements, as well as ERISA.

Thank you for your attention to this matter.

Very truly yours,

Michael A. Salerno
Financial Secretary

MAS/jcf

CEMENT & CONCRETE WORKERS DISTRICT COUNCIL

Fringe Benefit Funds

35-30 FRANCIS LEWIS BOULEVARD, SUITE 201 • FLUSHING, N.Y. 11358

(718) 762-6133 FAX (718) 762-5144

Annuity Fund • Pension Fund • Scholarship Fund • Welfare Fund

DATE: January 08, 2019

NEW YORK CONCRETE CORP
708 SHARROTT'S ROAD
STATEN ISLAND, NY 10309

RE: Acknowledgement of Benefits

To Whom It May Concern:

This letter is to inform you that we have received contributions from NEW YORK CONCRETE CORP up to period DECEMBER 16, 2018. This letter only serves as an acknowledgment of benefits paid.

However, please be advised that the following period has not yet been audited, until the audit is done, we do not know if any additional benefits, interest or liquidated damages will be owed.

If you have any questions, please contact the Fund office.

Cordially,

Gina Bellantuono
Benefit Funds Department

11919
11919

SAFETY QUESTIONNAIRE

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

1. Bidder Information:

Company Name: New York Concrete Corp

DDC Project Number: MIBBNC003

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

Company has previously worked for DDC X YES _____ NO

2. Type(s) of Construction Work

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

3. Experience Modification Rate:

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

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

YEAR	INTRASTATE RATE	INTERSTATE RATE
<u>2017</u>	<u>1.29</u>	<u>N/A</u>
<u>2016</u>	<u>1.27</u>	<u>N/A</u>
<u>2015</u>	<u>1.01</u>	<u>N/A</u>

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

4. OSHA Information:

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

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

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

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

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

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

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

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
<u>2017</u>	<u>270,055</u>	<u>2.96</u>
<u>2016</u>	<u>565,113</u>	<u>5.66</u>
<u>2015</u>	<u>269,039</u>	<u>5.947</u>

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

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

5. Safety Performance on Previous DDC Project(s)

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

DDC Project Number(s): _____, _____, _____

None within the past 3 years.

YES NO Accident on previous DDC Project(s).

DDC Project Number(s): _____, _____, _____

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

DDC Project Number(s): _____, _____, _____

Date: 10-18-2018

By: *Anna Marie Russo*
(Signature of Owner, Partner, Corporate Officer)

Title: President, NYCC

SAFETY QUESTIONNAIRE

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

1. Bidder Information:

Company Name: J. PIZZIRUSSO LANDSCAPING CORP.

DDC Project Number: MIBBNCO03.

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

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

3. Experience Modification Rate:

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

Project ID. M1BBNC003

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

YEAR	INTRASTATE RATE	INTERSTATE RATE
<u>2013</u>	<u>.93</u>	<u>N/A</u>
<u>2014</u>	<u>.89</u>	<u>N/A</u>
<u>2015</u>	<u>.87</u>	<u>N/A</u>

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

4. OSHA Information:

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

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

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

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

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

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

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

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
<u>2013</u>	<u>36,964</u>	<u>0</u>
<u>2014</u>	<u>38,522</u>	<u>0</u>
<u>2015</u>	<u>41,270</u>	<u>0</u>

Project ID. M1BBNCO03

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

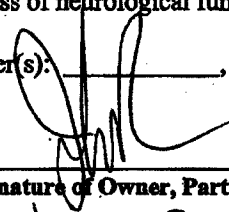
General Building Construction	8.5
Residential Building Construction	7.0
Nonresidential Building Construction	10.2
Heavy Construction, except building	8.7
Highway and Street Construction	9.7
Heavy Construction, except highways	8.3
Plumbing, Heating, HVAC	11.3
Painting and Paper Hanging	6.9
Electrical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

5. Safety Performance on Previous DDC Project(s)

YES NO Contractor previously audited by the DDC Office of Site Safety.
DDC Project Number(s): _____

YES NO Accident on previous DDC Project(s).
DDC Project Number(s): _____

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

Date: 10-19-18 By: 
(Signature of Owner, Partner, Corporate Officer)
Title: JOHN PIZZIRUSSO
PRESIDENT

Pre-Award Process

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

- (A) **Project Reference Form:** If required, the bidder must complete and submit the Project Reference Form set forth on pages 27 through 29 of this Bid Booklet. The Project Reference Form consists of 3 parts: (1) Contracts Completed by the Bidder, (2) Contracts Currently Under Construction by the Bidder, and (3) Pending Contracts Not Yet Started by the Bidder.
- (B) **Copy of License:** If required, the bidder must submit a copy of the license under which the bidder will be performing the work. Such license must clearly show the following: (1) Name of the Licensee, (2) License Number, and (3) Expiration date of the License. A copy of the license will be required from bidders for the following contracts: Plumbing Work, Electrical Work and Asbestos Abatement.
- (C) **Financial Information:** If required, the bidder must submit the financial information described below:
- (1) **Audited Financial Statements:** Financial statements (Balance Sheet and Income Statement) of the entity submitting the bid, as audited by an independent auditor licensed to practice as a certified public accountant (CPA). Audited financial statements for the three most recent fiscal years must be submitted. Each such financial statement must include the auditor's standard report.

If the bidder does not have audited financial statements, it must submit an affidavit attesting to the fact that the bidder does not have such statements. In addition, the bidder must submit the following documentation covering the three most recent fiscal years: signed federal tax returns, unaudited financial statements, and a "certified review letter" from a certified public accountant (CPA) verifying the unaudited financial statements.

Unless the most recent audited or unaudited financial statement was issued within ninety (90) days, the bidder must submit interim financial information that includes data on financial position and results of operation (income data) for the current fiscal year. Such information may be summarized on a monthly or quarterly basis or at other intervals.

- (2) **Schedule of Aged Accounts Receivable,** including portion due within ninety (90) days.

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

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

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

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

A. PROJECT REFERENCES - CONTRACTS COMPLETED BY THE BIDDER

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

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

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

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

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

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

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

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

The following are a few jobs that New York Concrete Corp. is working on or has completed within the past 5 years:

Prime Contractor / Owner	HAP Construction, LLC 3 East 54th Street New York, NY 10022 Tel: (212) 269-3196 Fax: (212) 269-3190	Monadnock Construction, Inc. 155 - 3rd Street Brooklyn, NY 11231 Tel: (718) 875-8160 Fax: (718) 802-1109	Peter Scaliamandre & Sons, Inc. 157 Albany Ave Freeport, NY 11520 Tel: (516) 888-3000 Fax: (516) 888-3943	NYC DDC 30-30 Thomson Ave Long Island City, NY 11101 Tel: (718) 391-2251 Fax: (718) 391-2390	Turner Construction 375 Hudson St. New York, NY 10014 Tel: (212) 229-6160 Fax: (212) 229-6311
Name & Location of Project	215-225 West 28th St New York, NY	155 - 3rd Street Brooklyn, NY	3 Hudson Blvd New York, NY	HWS2017Q1 Queens, NY	181 Mercer St. New York, NY
Surety	Chubb	NA	NA	Chubb	NA
Description	Earthwork & Excavation, Site Clearing & Grubbing, Concrete Foundation, Grade Beams, Sheet piling, Shoring, Underpinning, Traffic Control, DeWatering, Noise & Dust Mitigation, Fencing Piles, Caissons, Pile Caps, Waterproofing	Restoration of Waterway Bulkhead	Support of Excavation, Sheet piling, Shoring, Underpinning Caissons, DeWatering	Sidewalks and Pedestrian Ramps throughout CB 5, 10, and 12.	Earthwork & Excavation, Site Clearing & Grubbing, Concrete Foundation, Grade Beams, Sheet piling, Shoring, Underpinning, Traffic Control, DeWatering, Noise & Dust Mitigation, Fencing Piles, Caissons, Pile Caps, Waterproofing
Start Date	Aug-18	Mar-18	Nov-17	Oct-17	Sep-17
Completion Date	Jun-19	Jun-18	Nov-18	Apr-19	Dec-18
Contract Amount	20,500,000	938,351	3,089,727	6,139,915	40,035,926
Supervisor	Lawrence Gerstein	George Poniros	Damon Disimone	Ali Moallem	Scott Walsh

The following are a few jobs that New York Concrete Corp. is working on or has completed within the past 5 years:

Prime Contractor / Owner	JDS Development 104 5th Ave - 9th Fl New York, NY 10011 Tel: (646) 650-2279	Monadnock Construction, Inc. 155 - 3rd Street Brooklyn, NY 11231 Tel: (718) 875-8160 Fax: (718) 802-1109	Hunter Roberts Construction 55 Water Street New York, NY 10041 Tel: (212) 321-6809 Fax: (212) 321-6990	RAR Construction 60 Columbus Circle New York, NY 10023 Tel: (212) 801-1000 Fax: (212) 801-1003	March Associates 601 Hamburg Turnpike New Jersey Tel: (973) 904-0213 Fax: (973) 904-0263
Name & Location of Project	9 DeKalb Ave Brooklyn, NY	One Flushing Ave Queens, NY	Yankee Bleacher Landing Bronx, NY	268 West Street aka 70 Vestry New York, NY	300 Lafayette New York, NY
Surety	NA	NA	NA	NA	Chubb
Description	Support of Excavation, Sheeting, Shoring, Underpinning Caissons, DeWatering	Earthwork & Excavation, Site Clearing & Grubbing, Caissons, Concrete Foundation, Sheeting, Shoring, Underpinning Traffic Control, DeWatering, Noise & Dust Mitigation, Fencing, Waterproofing	Sitework	Superstructure Concrete	Earthwork & Excavation, Site Clearing & Grubbing, Caissons, Concrete Foundation, Sheeting, Shoring, Underpinning Traffic Control, DeWatering, Noise & Dust Mitigation, Fencing, Waterproofing
Start Date	Feb-17	Jan-17	Dec-16	Jun-16	Aug-16
Completion Date	Feb-18	Nov-17	Mar-17	Apr-17	Jun-17
Contract Amount	15,069,145	10,400,000	760,000	16,021,922	9,442,026
Supervisor	James Corral	George Pontiros	Paul Wassenbergh	Sean Gavigan	Todd Laubach

The following are a few jobs that New York Concrete Corp. is working on or has completed within the past 5 years:

Prime Contractor / Owner	The Related Companies 60 Columbus Circle New York, NY 10023 Tel: (212) 801-1000 Fax: (212) 801-1003	Tishman Construction 100 Park Ave New York, NY 10017 Tel: (646) 589-0513 Fax: (212) 843-3991	Tishman Construction 100 Park Ave New York, NY 10017 Tel: (646) 589-0513 Fax: (212) 843-3991	Tishman Construction 100 Park Ave New York, NY 10017 Tel: (212) 708-6800 Fax: (212) 843-3991	RAR Construction 60 Columbus Circle New York, NY 10023 Tel: (212) 801-1000 Fax: (212) 801-1003
Name & Location of Project	Tower B - Retail Podium New York, NY	Riverside Building 3 New York, NY	Riverside Building 4 New York, NY	160 Leroy Street New York, NY	268 West Street aka 70 Vestry New York, NY
Surety	Chubb	Chubb	Chubb	NA	NA
Description	Superstructure Concrete	Earthwork & Excavation, Site Clearing & Grubbing, Caissons, Concrete Foundation, Sheeting, Shoring, Underpinning Traffic Control, DeWatering, Noise & Dust Mitigation, Fencing, Waterproofing	Earthwork & Excavation, Site Clearing & Grubbing, Caissons, Concrete Foundation, Sheeting, Shoring, Underpinning Traffic Control, DeWatering, Noise & Dust Mitigation, Fencing, Waterproofing	Earthwork & Excavation, Site Clearing & Grubbing, Caissons, Concrete Foundation, Sheeting, Shoring, Underpinning Traffic Control, DeWatering, Noise & Dust Mitigation, Fencing, Waterproofing	Earthwork & Excavation, Site Clearing & Grubbing, Caissons, Concrete Foundation, Sheeting, Shoring, Underpinning Traffic Control, DeWatering, Noise & Dust Mitigation, Fencing, Waterproofing
Start Date	Aug-15	Sep-15	Sep-15	Sep-15	Aug-15
Completion Date	Jun-17	Feb-17	Apr-17	Oct-16	Dec-16
Contract Amount	17,237,028	26,359,893	27,257,806	11,961,312	16,108,332
Supervisor	Steve Martinez	Bryan Boylan	Bryan Boylan	Kyle Lott	Sean Gavigan

The following are a few jobs that New York Concrete Corp. is working on or has completed within the past 5 years:

Prime Contractor / Owner	RAR Construction 60 Columbus Circle New York, NY 10023 Tel: (212) 801-1000 Fax: (212) 801-1003	The Related Companies 60 Columbus Circle New York, NY 10023 Tel: (212) 801-1000 Fax: (212) 801-1003	RAR Construction 60 Columbus Circle New York, NY 10023 Tel: (212) 801-1000 Fax: (212) 801-1003	Gilbane Building Company 88 Pine St. - 27th Fl New York, NY 10005 Tel: (212) 312-1604 Fax: (212) 312-1654	The Related Companies 60 Columbus Circle New York, NY 10023 Tel: (212) 801-1000 Fax: (212) 801-1003
Name & Location of Project	Phase II - Superstructure New York, NY	Tower D Foundation New York, NY	Phase II New York, NY	55 Hudson Blvd. New York, NY	Tower D Caissons New York, NY
Surety	NA	NA	NA	Chubb	Chubb
Description	Superstructure Concrete	Earthwork & Excavation, Site Clearing & Grubbing, Caissons, Concrete Foundation, Sheeting, Shoring, Underpinning Traffic Control, DeWatering, Noise & Dust Mitigation, Fencing, Waterproofing	Earthwork & Excavation, Site Clearing & Grubbing, Caissons, Concrete Foundation, Sheeting, Shoring, Underpinning Traffic Control, DeWatering, Noise & Dust Mitigation, Fencing, Waterproofing	Earthwork & Excavation, Site Clearing & Grubbing, Caissons, Concrete Foundation, Sheeting, Shoring, Underpinning Traffic Control, DeWatering, Noise & Dust Mitigation, Fencing, Waterproofing	Caisson Installation
Start Date	Jan-15	Feb-15	Jan-15	Jan-15	Nov-14
Completion Date	Dec-16	Mar-17	Jul-16	Dec-16	May-16
Contract Amount	19,068,824	16,967,286	14,654,797	28,034,847	3,929,124
Supervisor	Sean Gavigan	Rick Lorimer	Moheb Beshara	Ted Gardner	Rick Lorimer

The following are a few jobs that New York Concrete Corp. is working on or has completed within the past 5 years:

Prime Contractor / Owner	The Related Companies 60 Columbus Circle New York, NY 10023 Tel: (212) 801-1000 Fax: (212) 801-1003	The Related Companies 60 Columbus Circle New York, NY 10023 Tel: (212) 801-1000 Fax: (212) 801-1003	Skanska USA Building, Inc. 350 5th Ave New York, NY 10118 Tel: (631) 774-4558 Fax: (866) 897-3110	F.J. Sciamè Construction Co., Inc. 14 Wall Street New York, NY 10005 Tel: (212) 709-2594 Fax: (212) 248-5299	Turner Construction 375 Hudson St. New York, NY 10014 Tel: (212) 229-6160 Fax: (212) 229-6311
Name & Location of Project	520 West 28th St New York, NY	205 East 92nd St. New York, NY	Mt. Sinai Queens, NY	CCNY - New Academic Bldg New York, NY	Rudin West Village New York, NY
Surety	NA	NA	NA	NA	NA
Description	Earthwork & Excavation, Site Clearing & Grubbing, Concrete Foundation, Grade Beams, Sheeting, Shoring, Underpinning, Traffic Control, DeWatering, Noise & Dust Mitigation, Fencing, Waterproofing	Earthwork & Excavation, Site Clearing & Grubbing, Concrete Foundation, Grade Beams, Sheeting, Shoring, Underpinning, Traffic Control, DeWatering, Noise & Dust Mitigation, Fencing, Waterproofing	Earthwork & Excavation, Site Clearing & Grubbing, Concrete Foundation, Grade Beams, Sheeting, Shoring, Underpinning, Traffic Control, DeWatering, Noise & Dust Mitigation, Fencing, Waterproofing	Earthwork & Excavation, Site Clearing & Grubbing, Concrete Foundation, Grade Beams, Sheeting, Shoring, Underpinning, Traffic Control, DeWatering, Noise & Dust Mitigation, Fencing, Piles, Caissons, Pile Caps, Waterproofing	Earthwork & Excavation, Site Clearing & Grubbing, Concrete Foundation, Grade Beams, Sheeting, Shoring, Underpinning, Traffic Control, DeWatering, Noise & Dust Mitigation, Fencing, Piles, Caissons, Pile Caps, Waterproofing
Start Date	Mar-14	Nov-13	Nov-13	Jul-13	May-13
Completion Date	Dec-15	Aug-16	Dec-14	NA	Jun-15
Contract Amount	9,770,625	8,200,000	4,726,000	16,639,392	28,350,000
Supervisor	Michael Giuliano	James Harris	Brian McGowan	Melissa Sleeves	Melissa Herder

The following are a few jobs that New York Concrete Corp. is working on or has completed within the past 5 years:

Prime Contractor / Owner	Lend Lease 200 Park Ave New York, NY Tel: (212) 592-6700 Fax: (212) 592-6988	Lend Lease 200 Park Ave New York, NY Tel: (212) 592-6700 Fax: (212) 592-6988	The Related Companies 60 Columbus Circle New York, NY 10023 Tel: (212) 801-1000 Fax: (212) 801-1003	Skanska USA Building, Inc. 350 5th Ave New York, NY 10118 Tel: (973) 343-8391 Fax: (866) 897-3110	Monadnock Construction, Inc. 155 - 3rd Street Brooklyn, NY 11231 Tel: (718) 875-8160 Fax: (718) 802-1109
Name & Location of Project	Columbia Manhattanville - Con Ed New York, NY	Columbia Manhattanville New York, NY	Hudson Yards - Tower C New York, NY	Columbia University New York, NY	Courtlandt Crescent Bronx, NY
Surety	Chubb	Chubb	Chubb	NA	NA
Description	Con Ed Vault, GeoFoam, Timber Mats	Concrete Slabs on Metal Deck	Earthwork & Excavation, Site Clearing & Grubbing, Concrete Foundation, Grade Beams, Sheeting, Shoring, Underpinning Traffic Control, DeWatering, Noise & Dust Mitigation, Fencing Piles, Caissons, Pile Caps, Waterproofing	Earthwork & Excavation Minipiles Elevated Slab	Earthwork & Excavation, Site Clearing & Grubbing, Concrete Foundation, Grade Beams, Sheeting, Shoring, Underpinning Traffic Control, DeWatering, Noise & Dust Mitigation, Fencing, Waterproofing
Start Date	Jan-13	Jan-13	Dec-12	Apr-12	Jul-11
Completion Date	May-15	May-15	Jun-15	May-13	May-13
Contract Amount	1,436,741	2,178,240	49,563,672	1,122,327	4,739,328
Supervisor	Kevin Taborsky	Kevin Taborsky	Scott Levy	Chad Alger	Bob Wieda

The following are a few jobs that New York Concrete Corp. is working on or has completed within the past 5 years:

Prime Contractor / Owner	Monadnock Construction, Inc. 155 - 3rd Street Brooklyn, NY 11231 Tel: (718) 875-8160 Fax: (718) 802-1109	Gilbane Building Company 2 Rector St. New York, NY 10006 Tel: (212) 312-1604 Fax: (212) 312-1654	NYC DDC 30-30 Thomson Ave Long Island City, NY 11101 Tel: (718) 391-2251 Fax: (718) 391-2390	NYC DDC 30-30 Thomson Ave Long Island City, NY 11101 Tel: (718) 391-2251 Turner/STV (718) 747-7010	DASNY 515 Broadway Albany, NY 12207 Tel: (518) 257-3000 Skanska (646) 548-1950
Name & Location of Project	Markham Gardens Staten Island, NY	Urban Health Bronx, NY	Palisade Retaining Wall Bronx, NY	NY Police Academy Fdn West 19A Queens, NY	CUNY - CCNY GMP 8.2 New York, NY
Surety	NA	Chubb	Chubb	Chubb	NA
Description	Earthwork & Excavation, Site Clearing & Grubbing, Concrete Foundation, Grade Beams, Sheeting, Shoring, Underpinning Traffic Control, DeWatering, Noise & Dust Mitigation, Fencing, Waterproofing	Earthwork & Excavation Concrete Foundation Site Clearing & Grubbing Traffic Control Noise Mitigation & Fencing	Earthwork & Excavation, Site Clearing & Grubbing, Concrete Foundation, Reconstruction of Retaining Wall Traffic Control, Noise & Dust Mitigation, Fencing,	Earthwork & Excavation, Site Clearing & Grubbing, Concrete Foundation, Grade Beams, Sheeting, Shoring, Underpinning Traffic Control, DeWatering, Noise & Dust Mitigation, Fencing Pile Caps, Waterproofing	Earthwork & Utility Work
Start Date	Jul-11	Jun-11	Jun-11	May-11	Mar-11
Completion Date	Mar-13	Apr-12	Jun-13	Dec-12	Nov-13
Contract Amount	1,607,656	1,646,612	3,599,794	14,670,815	3,372,151
Supervisor	Bob Wieda	Jon DiBiase	John Pavlik	Daniel Dillon	Michael Franco

J. Pizzirusso Landscaping Corp (Projects as Prime Contractor)

Contract #	Description	Year of Award	Agency	Percent Complete	Comptroller #	Contract Amount
1	BG-804M	Planting of New & Replacement Street Trees	2004	NYCDPR	20050016990	\$ 544,000.00
2	BG-104M	Planting of New & Replacement Street Trees	2004	NYCDPR	20050017287	\$ 287,297.00
3	CNYG-3005M	Construction of Green Streets	2005	NYCDPR	20060017893	\$ 250,000.00
4	BG-605M	Planting of New & Replacement Street Trees	2005	NYCDPR	20050030571	\$ 462,000.00
5	QG-505M	Planting of New & Replacement Street Trees	2005	NYCDPR	20050034934	\$ 626,000.00
6	BG-804MR	Planting of New & Replacement Street Trees	2005	NYCDPR	20060019027	\$ 400,000.00
7	QG-505MR	Planting of New & Replacement Street Trees	2006	NYCDPR	20060034429	\$ 674,000.00
8	BG-605MR	Planting of New & Replacement Street Trees	2006	NYCDPR	20060037821	\$ 563,000.00
9	BG-306M	Planting of New & Replacement Street Trees	2006	NYCDPR	20070013063	\$ 738,000.00
10	QG-606M	Planting of New & Replacement Street Trees	2006	NYCDPR	20070018729	\$ 453,000.00
11	CNYG-3005MR	Construction of Green Streets	2006	NYCDPR	20070020526	\$ 450,000.00
12	CNYG-507M	Planting of New & Replacement Street Trees	2007	NYCDPR	20070035596	\$ 575,000.00
13	CNYG-407M	Planting of New & Replacement Street Trees	2007	NYCDPR	20070036600	\$ 575,000.00
14	QG-207M	Planting of New & Replacement Street Trees	2007	NYCDPR	20070037195	\$ 425,000.00
15	CNYG-2906M	Construction of Green Streets	2007	NYCDPR	20070037864	\$ 895,000.00
16	QG-1007M	Planting of New & Replacement Street Trees	2007	NYCDPR	20080015412	\$ 1,050,000.00
17	QG-606MR	Planting of New & Replacement Street Trees	2007	NYCDPR	20080015701	\$ 850,000.00
18	QG-207MR	Planting of New & Replacement Street Trees	2008	NYCDPR	20080028942	\$ 490,000.00
19	CNYG-2906MR	Construction of Green Streets	2008	NYCDPR	20080030071	\$ 1,095,000.00
20	QG-1007MR	Planting of New & Replacement Street Trees	2008	NYCDPR	20080033330	\$ 1,700,000.00
21	RG-108M	Planting of New & Replacement Street Trees	2008	NYCDPR	20080033802	\$ 1,250,000.00
22	MG-408M	Planting of New & Replacement Street Trees	2008	NYCDPR	20090005334	\$ 187,500.00
23	BG-1708M	Planting of New & Replacement Street Trees	2008	NYCDPR	20090007438	\$ 910,000.00
24	QG-2308M	Planting of New & Replacement Street Trees	2008	NYCDPR	20090011787	\$ 721,000.00
25	QG-2108M	Planting of New & Replacement Street Trees	2008	NYCDPR	20090011844	\$ 950,000.00
26	XG-809M	Planting of New & Replacement Street Trees	2009	NYCDPR	20090029100	\$ 1,239,000.00
27	RG-709M	Planting of New & Replacement Street Trees	2009	NYCDPR	20090029492	\$ 1,701,000.00
28	BG-1109M	Planting of New & Replacement Street Trees	2009	NYCDPR	20090029891	\$ 1,729,000.00
29	BG-909M	Planting of New & Replacement Street Trees	2009	NYCDPR	20090030216	\$ 800,000.00
30	QG-2709M	Planting of New & Replacement Street Trees	2009	NYCDPR	20100015386	\$ 605,000.00
31	CNYG-2609M	Planting of New & Replacement Street Trees	2009	NYCDPR	20101401745	\$ 847,000.00
32	CNYG-5009M	Construct Storm Water Capture Greenstreets	2010	NYCDPR	20101403241	\$ 1,818,000.00
33	BG-210MA	Reconstruction of Plaza- Lafayette Street, Brooklyn	2012	NYCDPR	20121440652	\$ 737,000.00

Contract #	Description	Year of Award	Agency	Percent Complete	Comptroller #	Contract Amount
34	GK26W03-1 ROWB Demo Area 2	2012	DEP	100%	2021442033	\$ 896,200.00
35	GKNC15-05 ROWB Demo Area 3	2012	DEP	100%	20131408316	\$ 508,150.00
36	Q021-109M Reconstruction of Cunningham Park	2012	NYCDPR	100%	20121441209	\$ 1,700,000.00
37	B065-112M Ocean Parkway Malls- Brooklyn	2013	NYCDPR	100%	20131421377	\$ 1,250,000.00
38	B6-212M Ocean Parkway Malls- Brooklyn	2014	NYCDPR	100%	2014140456	\$ 2,100,000.00
39	Q015-210M Reconstruction of Forest Park- Queens	2012	NYCDPR	100%	20121442766	\$ 600,000.00
40	CNYG-512M Construction of Green Infrastructure - Citywide	2013	NYCDPR	100%	20121440850	\$ 2,800,000.00
41	CNYG-1013M Construction of Green Infrastructure - Citywide	2013	NYCDPR	100%	20141415393	\$ 2,841,000.00
42	B6-1013M Construction of Green Infrastructure - Citywide	2013	NYCDPR	100%	20141413520	\$ 2,060,000.00
43	B073-211M Reconstruction Paths & Ballfields in Prospect Pk.	2013	NYCDPR	100%	2041403516	\$ 916,874.00
44	QG-214M Planting od Street Trees - Queens	2014	NYCDPR	100%	20151403872	\$ 2,450,000.00
45	B6-315M Planting of Street Streets - Brooklyn	2015	NYCDPR	100%	20141413520	\$ 1,770,000.00
46	CNYG-414M Planting of Street Streets - Citywide	2015	NYCDPR	100%	2015422517-1	\$ 2,650,000.00
47	Q015-113M Reconstruction of Forest Park- Queens	2015	NYCDPR	100%	20151414522	\$ 1,313,560.00
48	Q020-111M Reconstruction of Ballfields- Highland Pk. Queens	2015	NYCDPR	100%	20151407249	\$ 2,594,360.00
49	GKNC1501 Right of way Bioswales - Brooklyn	2015	Liro/EDC	100%	N/A	\$ 4,739,505.00
50	GK26W3-03 Right of way Bioswales - Brooklyn	2015	HR/EDC	100%	N/A	\$ 4,132,284.00
51	QG-813M Right of way Bioswales - Queens	2015	NYCDPR	100%	20141417191	\$ 2,658,000.00
52	B073-214M Reconstruction of Ballfields- Prospect Pk. Brooklyn	2016	NYCDPR	100%	20161418031	\$ 2,086,704.00
53	B6-1315M Planting of Street Trees - Brooklyn	2016	NYCDPR	90%	20161413922	\$ 1,800,000.00
54	B6-1215M Planting of Street Trees - Brooklyn	2016	NYCDPR	90%	20161414075	\$ 1,800,000.00
55	HWPEDSF1 School Safety Routes @ 31st Street & Broadway, Queens	2016	NYCDDC	95%	20161417326	\$ 2,130,068.00
56	HWPLZ009K Reconstruction of New Lots Triangle- Brooklyn	2016	NYCDDC	100%	20161422876	\$ 2,667,626.00
57	X274-113M Reconstruction of Retaining Walls & Site Mt. Hope Park	2016	NYCDPR	85%	20171403991	\$ 3,761,639.01
58	R035-115M Reconstruction of DeMattl Playground- Staten Island	2016	NYCDPR	100%	20161429777	\$ 5,105,370.00
59	GQB809-01 Right of way Bioswales- Queens	2017	NYCDDC	75%	20161429838	\$ 9,110,000.00
60	D004898 Roberto Clemente State Park- Lower Plaza Reconstruction	2017	NYSPRHP	100%	N/A	\$ 5,100,000.00
61	B057-114M Reconstruction of Dr. John's Playground, Brooklyn	2017	NYCDPR	100%	20171409895	\$ 2,681,600.00
62	GQB806-03-1 Right of way Bioswales -Queens	2017	NYCDEP	35%	20171426974	\$ 9,707,000.00
63	SECBRPQ10-R Installation of New Catch Basins - Citywide	2017	NYCDDC	95%	20181405056	\$ 5,160,000.00
64	HWBUSPAD6 Installation or Replacement of Bus Pads Citywide	2017	NYCDDC	90%	20181400711	\$ 3,204,632.00
65	SANDHW15 Reconstruction of Father Capodonna Blvd. Staten Island	2017	NYCDDC	65%	20181412527	\$ 6,445,703.00
66	SANDHW14 Reconstruction of Father Capodanno Blvd. Staten Island	2017	NYCDDC	5%	20181420093	\$ 18,180,900.00
67	RED385 Install Water Mains Various Locations SI & Brooklyn	2018	NYCDDC	0%	20181425084	\$ 4,650,000.00
68	HWMTCB5A Reconstruction of Liberty Street, Manhattan	2018	NYCDDC	5%	20181427663	\$ 1,951,333.21
69	RL53-118M Construction of Fairview Park, Staten Island	2018	NYCDPR	0%	Awarded	\$ 12,288,411.00
TOTAL						\$ 162,407,716.22

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

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

Contractor: _____

Address: _____

Telephone Number: _____

Name and Title of Signatory: _____

Contracting Agency or Owner: _____

Project Number: _____

Proposed Contract Amount: _____

Description and Address of Proposed Contract: _____

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

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

Date

Signature

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

(NO TEXT ON THIS PAGE)

VENDEX COMPLIANCE

**Vendex has been replaced by PASSPort.
See notice at the beginning of this Bid Booklet.**

(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 §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

Donna Marie Russo
PRINTED NAME

President
TITLE

Sworn to before me this

18th day of Oct, 2018


Notary Public

Dated:

JERRY SICA
Notary Public, State of New York
No. 01SI 4908489
Qualified in Richmond County
Commission Expires Oct. 26, 2021

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

CONSTRUCTION

EMPLOYMENT

REPORT

(NO TEXT ON THIS PAGE)

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

**CONSTRUCTION EMPLOYMENT REPORT
 INSTRUCTIONS**

WHO MUST FILE A CONSTRUCTION EMPLOYMENT REPORT

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

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

Prime Contractor:

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

Subcontractor:

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

WHERE TO FILE

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

DLS REVIEW PROCESS

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

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

Certificate of Approval

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

Continued Approval Certificate

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

Conditional Certificate of Compliance

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

Determination of Nonperformance

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

HOW TO COMPLETE THE EMPLOYMENT REPORT

Contents

General Information

Part I: Contractor/Subcontractor Information

Part II: Employment Policies and Practices

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

Signature Page

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

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

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

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

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

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

PART II: EMPLOYMENT POLICIES AND PRACTICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE PAGE

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

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

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

1. Your contractual relationship in this contract is: Prime contractor Subcontractor
- 1a. Are MWBE goals attached to this project? Yes No
2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:
- Minority Owned Business Enterprise Locally Based Business Enterprise
 Women Owned Business Enterprise Emerging Business Enterprise
 Disadvantaged Business Enterprise
- 2a. If you are certified as an **MBE, WBE, LBE, EBE or DBE**, what city/state agency are you certified with? DASNY, Empire State, NYC, PA, NY & NJ Are you DBE certified? Yes No
3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: Yes No
4. Is this project subject to a project labor agreement? Yes No
5. Are you a Union contractor? Yes No If yes, please list which local(s) you affiliated with 14&15 Operating Engineers, 20 Carpenters, 282 Teamsters, 6A, 18A, 20, 731 Concrete/Excavation Laborers, 780 Masons
6. Are you a Veteran owned company? Yes No

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

7. 11-3076836 DMRusso@newyorkconcrete.com
Employer Identification Number or Federal Tax I.D. Email Address
8. New York Concrete Corp.
Company Name
9. 708 Sharrotts Rd., Staten Island, NY 10309
Company Address and Zip Code
10. DonnaMarie Russo 718-967-3720
Chief Operating Officer Telephone Number
11. "Same"
Designated Equal Opportunity Compliance Officer Telephone Number
(If same as Item #10, write "same")
12. "Same"
Name of Prime Contractor and Contact Person
(If same as Item #8, write "same")

13. Number of employees in your company: 73

14. Contract information:

(a) Dept of Design and Construction (b) In Excess of \$1,000,000
Contracting Agency (City Agency) Contract Amount

(c) NA (d) TBD
Procurement Identification Number (PIN) Contract Registration Number (CT#)

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

(g) Description and location of proposed contract:

Excavation, Storm and Sanitary Sewers, Water Mains, etc.

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

If yes, attach a copy of certificate.

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

If yes, attach a copy of certificate.

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

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

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

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

If yes,

(a) Name and address of OFCCP office.

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

Yes ___ No X

If yes, attach a copy of such certificate.

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

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

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

If yes, attach a copy of such findings.

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

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

PART II: DOCUMENTS REQUIRED

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

- X (a) Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered) Union Administered - Independently Controlled by each Union
- X (b) Disability, life, other insurance coverage/description NYCC has disability coverage & through the union - First Rehab DB/28291
- X (c) Employee Policy/Handbook
- X (d) Personnel Policy/Manual
- ___ (e) Supervisor's Policy/Manual
- X (f) Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered Company & Union Administered
- X (g) Collective bargaining agreement(s). Union Administered
- X (h) Employment Application(s)
- ___ (i) Employee evaluation policy/form(s).
- X (j) Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy?

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

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

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

The forms are completed by the employees, verified and maintained at the office

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

If yes, is the medical examination given:

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

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

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

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

The EEO Policy is maintained at the office located at 708 Sharrots Rd., Staten Island, NY 10309

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

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

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

If yes, please attach a copy of this policy.

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

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

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

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

If yes, attach a log. See instructions.

29. Are there any jobs for which there are physical qualifications? Yes ___ No X

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

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

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

SIGNATURE PAGE

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

New York Concrete Corp.
Contractor's Name

DonnaMarie Russo President
Name of person who prepared this Employment Report Title

DonnaMarie Russo President
Name of official authorized to sign on behalf of the contractor Title

718-967-3720
Telephone Number

DonnaMarie Russo 10-18-2018
Signature of authorized official Date

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

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

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

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

Only original signatures accepted.

Sworn to before me this 18th day of Dec 20 18

Jerry Sica *DonnaMarie Russo* 10/18/2018
Notary Public Authorized Signature Date

JERRY SICA
Notary Public, State of New York
No. 01SI 4908439
Qualified in Richmond County
Commission Expires Oct. 28, 2021

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

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

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

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

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

OWNERSHIP CODES

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

FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

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

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

Trade:

Surveyor

Union Affiliation, if applicable

15D

Total (Col. #1-10):

1

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

0

Total Female

(Col. #6 - 10):

0

MALES

	(1) White Non-Hisp.		(2) Black Non-Hisp.		(3) Hisp.		(4) Asian		(5) Native Amer.	
	White Non-Hisp.	Black Non-Hisp.	Hisp.	Asian	Native Amer.	White Non-Hisp.	Black Non-Hisp.	Hisp.	Asian	Native Amer.
J	1									
H										
A										
TRN										
TOT	1	0	0	0	0	0	0	0	0	0

FEMALES

	(6) White Non-Hisp.		(7) Black Non-Hisp.		(8) Hisp.		(9) Asian		(10) Native Amer.	
	White Non-Hisp.	Black Non-Hisp.	Hisp.	Asian	Native Amer.	White Non-Hisp.	Black Non-Hisp.	Hisp.	Asian	Native Amer.
J										
H										
A										
TRN										
TOT	0	0	0	0	0	0	0	0	0	0

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

The employees are assigned to the job by the individual unions

FORM B: PROJECTED WORKFORCE

Trade: _____

Operating Engineers _____

Union Affiliation, if applicable _____

14 & 15 _____

Total (Col. #1-10): _____

2

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

0

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

0

MALES

(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.
2				
2	0	0	0	0

J

H

A

TRN

TOT

FEMALES

(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
0	0	0	0	0

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

The employees are assigned to the job by the individual unions

FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

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

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

Trade: Laborers	MALES					FEMALES				
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	White Non Hisp.	Black Non Hisp.	Hisp.	Asian	Native Amer.	White Non Hisp.	Black Non Hisp.	Hisp.	Asian	Native Amer.
J	3	3	2							
H										
A										
TRN										
TOT	3	3	2	0	0	0	0	0	0	0

Total (Col. #1-10):
8

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

Total Female
(Col. #6 - 10):
0

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

FORM C: CURRENT WORKFORCE

Trade:

Carpenters & Dockbuilders

Union Affiliation, if applicable

20 & 1456

Total (Col. #1-10):

4

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

2

Total Female
(Col. #6 - 10):

0

MALES

(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.
2	1	1		
2	1	1	0	0

J

H

A

TRN

TOT

FEMALES

(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
0	0	0	0	0

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

The employees are assigned to the job by the individual unions



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

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

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

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

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

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

13. Number of employees in your company: _____

14. Contract information:

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

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

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

(g) Description and location of proposed contract:

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

If yes, attach a copy of certificate.

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

If yes, attach a copy of certificate.

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

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

Yes ___ No ___ If yes,

Date submitted: _____

Agency to which submitted: _____

Name of Agency Person: _____

Contract No: _____

Telephone: _____

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

If yes,

(a) Name and address of OFCCP office.

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

Yes ___ No ___

If yes, attach a copy of such certificate.

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

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

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

If yes, attach a copy of such findings.

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

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

PART II: DOCUMENTS REQUIRED

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

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

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

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

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

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

If yes, is the medical examination given:

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

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

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

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

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

Minorities and Women

Individuals with handicaps

Other. Please specify _____

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

If yes, please attach a copy of this policy.

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

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

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

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

If yes, attach a log. See instructions.

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

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

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

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

SIGNATURE PAGE

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

Contractor's Name

Name of person who prepared this Employment Report Title

Name of official authorized to sign on behalf of the contractor Title

Telephone Number

Signature of authorized official Date

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

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

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

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

Only original signatures accepted.

Sworn to before me this _____ day of _____ 20 _____

Notary Public Authorized Signature Date

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

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

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

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

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

OWNERSHIP CODES

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

FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

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

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

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

Total (Col. #1-10):

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

Total Female (Col. #6 - 10):

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

FORM B: PROJECTED WORKFORCE

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

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

MALES

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

FEMALES

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

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

FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

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

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

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

Total (Col. #1-10):

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

Total Female (Col. #6 - 10):

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

FORM C: CURRENT WORKFORCE

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

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

MALES

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

J					
H					
A					
TRN					
TOT					

FEMALES

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

J					
H					
A					
TRN					
TOT					

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

(NO TEXT ON THIS PAGE)

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

Date _____

File Number _____

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

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

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

DBE Yes ___ No ___ EBE Yes ___ No ___

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

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

___ Minority Owned Business Enterprise

___ Locally based Business Enterprise

___ Women Owned Business Enterprise

___ Emerging Business Enterprise

___ Disadvantaged Business Enterprise

Company Name

Employer Identification Number or Federal Tax I.D

Company Address and Zip Code

Contact Person (First Name, Last Name)

Telephone Number

Fax Number

E-mail Address

Description and location of proposed subcontract: _____

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

Are you a Veteran owned company? Yes ___ No ___

Procurement Identification Number (PIN)
(City contracts only)

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

Block and Lot Number
(ICIP projects only)

Contract Amount

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

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

Signature of authorized official

Date

Only original signatures accepted.

Sworn to before me this _____ day of _____ 20 _____

Notary Public

Authorized Signature

Date

(NO TEXT THIS PAGE)



**Department of
Design and
Construction**

**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 1 OF 3

PROJECT ID: MIBBNC003

**INSTALLATION OF STORM AND SANITARY SEWERS AND
REPLACEMENT OF WATER MAINS IN MASON AVENUE, ETC.**

**Together With the Construction of BMPs and All Work Incidental
There to
BOROUGH OF STATEN ISLAND
CITY OF NEW YORK**

Contractor.

Dated _____, 20____



**Department of
Design and
Construction**

**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 1 OF 3

PROJECT ID: MIBBNC003

**INSTALLATION OF STORM AND SANITARY SEWERS AND
REPLACEMENT OF WATER MAINS IN MASON AVENUE, ETC.**

**Together With the Construction of BMPs and All Work Incidental
There to
BOROUGH OF STATEN ISLAND
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 www.nyc.gov/buildnyc

VOLUME 2 OF 3

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

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: MIBBNC003

**INSTALLATION OF STORM AND SANITARY SEWERS AND
REPLACEMENT OF WATER MAINS IN MASON AVENUE, ETC.**

**Together With the Construction of BMPs and All Work Incidental
Thereto
BOROUGH OF STATEN ISLAND
CITY OF NEW YORK**

FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

PREPARED BY: IN-HOUSE DESIGN

DECEMBER 26, 2017



NOTICE TO BIDDERS

The City of New York has issued a new Standard Construction Contract. The new Contract, which is incorporated in this bid, is different from the 2013 version previously used by the City. Some of the significant changes are listed below. In addition, this March 2017 version incorporates the Insurance Rider (Articles 22.1.1(c) and 22.3.3), the Paid Sick Leave Law Contract Rider (Article 35.5), and the Hiring and Employment Rider: HireNYC and Reporting Requirements (Article 35.6). This notice is only a partial listing. Please refer to the Contract itself for a full understanding of the changes and the actual text of the changes that were made. The text of the revised Standard Construction Contract is the controlling document if there are any discrepancies between this notice and the Standard Construction Contract.

Significant changes include the following:

- **ARTICLE 11 - DAMAGES CAUSED BY DELAYS:** Article 11 no longer provides for agencies to make determinations on claims for damages for delay or make payments for those claims through a change order. Instead claims will be submitted to the Comptroller in accordance with the standards in the Contract. The revised Article 11 also sets forth additional detail of what delay costs are compensable and how they are to be calculated.
- **ARTICLE 12 - COORDINATION WITH OTHER CONTRACTORS:** The March 2017 version revises Article 12.3 concerning the Engineer's failure to issue directions to an Other Contractor.
- **ARTICLE 14 - COMPLETION AND FINAL ACCEPTANCE OF THE WORK:** The March 2017 version clarifies Article 14.2.2 concerning the dates to complete punch list work.
- **ARTICLE 30 - NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS:** The March 2017 version clarifies the relationship between the requirements in Article 30.1 concerning when the contractor must submit notice and documentation of claims for delay damages, extra work, and other claims and the requirements that are set forth in Articles 11 and 27.
- **ARTICLE 56 - CLAIMS AND ACTIONS THEREON:** The March 2017 version revises Article 56.2.2 concerning the time to commence an action arising out of the Commissioner's exercise of his/her right to complete punch list or unsatisfactory work.
- **ARTICLE 78 - EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS:** The March 2017 version adds a new Article 78 requiring pre-bid viewing of the site and allowing the contractor to obtain a change order for extra work due to changed subsurface conditions.

(NO TEXT THIS PAGE)

CITY OF NEW YORK

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

INFORMATION FOR BIDDERS

JUNE 2015

(NO TEXT ON THIS PAGE)

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

TABLE OF CONTENTS

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

(NO TEXT ON THIS PAGE)

INFORMATION FOR BIDDERS

1. Description and Location of Work

The description and location of the work for which bids are requested are specified in Attachment 1, "Bid Information". Attachment 1 is included as page A-1 of the Bid Booklet.

2. Time and Place for Receipt of Bids

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

3. Definitions

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

4. Invitation For Bids and Contract Documents

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

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

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

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

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

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

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

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

5. Pre-Bid Conference

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

6. Agency Contact

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

7. Bidder's Oath

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

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

8. Examination and Viewing of Site

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

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

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

9. Examination of Proposed Contract

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

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

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

10. Form of Bid

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

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

11. Irrevocability of Bid

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

12. Acknowledgment of Amendments

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

13. Bid Samples and Descriptive Literature

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

14. Proprietary Information/Trade Secrets

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

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

15. Pre-Opening Modification or Withdrawal of Bids

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

16. Bid Evaluation and Award

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

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

17. Late Bids, Late Withdrawals and Late Modifications

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

18. Withdrawal of Bids.

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

19. Mistake in Bids

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

(B) Mistakes Discovered Before Award

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

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

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

therein is strictly prohibited.

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

20. Low Tie Bids

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

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

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

21. Rejection of Bids

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

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

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

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

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

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

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

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

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

23. Affirmative Action and Equal Employment Opportunity

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

24. VENDEX Questionnaires

(A) Requirement: Pursuant to Administrative Code Section 6-116.2 and the PPB Rules, bidders may be obligated to complete and submit VENDEX Questionnaires. Generally, if this bid is \$100,000 or more, or if this bid when added to the sum total of all contracts, concessions and franchises the bidder has received from the City and any subcontracts received from City contractors over the past twelve months, equals or exceeds \$100,000, Vendex Questionnaires must be completed. If required, Vendex Questionnaires must be completed and submitted before any award of contract may be made or before approval is given for a proposed subcontractor. Non-compliance with these submission requirements may result in the disqualification of the bid, disapproval of a subcontractor, subsequent withdrawal of approval for the use of an approved subcontractor, or the cancellation of the contract after its award.

(B) Submission: Vendex Questionnaires must be submitted directly to the Mayor's Office of Contract Services, ATTN: Vendex, 253 Broadway, 9th Floor, New York, New York 10007. In addition, the bidder must submit a Confirmation of Vendex Compliance to the agency. A form for this confirmation is set forth in the Bid Booklet.

(C) Obtaining Forms: Vendex Questionnaires, as well as detailed instructions, may be obtained at www.nyc.gov/vendex. The bidder may also obtain Vendex forms and instructions by contacting the

Agency Chief Contracting Office or the contract person for this contract.

25. Complaints About the Bid Process

The New York City Comptroller is charged with the audit of contracts in New York City. Any vendor who believes that there has been unfairness, favoritism or impropriety in the bid process should inform the Comptroller, Office of Contract Administration, One Centre Street, Room 835, New York, New York; telephone number (212)669-2797.

26. Bid, Performance and Payment Security

(A) **Bid Security:** Each bid must be accompanied by bid security in an amount and type specified in Attachment 1 (page A-1 of the Bid Booklet). The bid security shall assure the City of New York of the adherence of the bidder to its proposal, the execution of the Contract, and the furnishing of Performance and Payment Bonds by the bidder, if required in Attachment 1. Bid security shall be returned to the bidder as follows:

- (1) Within ten (10) days after the bid opening, the Comptroller will be notified to return the deposits of all but the three (3) lowest bidders. Within five (5) days after the award, the Comptroller will be notified to return the deposits of the remaining two unsuccessful bidders.
- (2) Within five (5) days after the execution of the Contract and acceptance of the Contractor's bonds, the Comptroller will be notified to return the bid security of the successful bidder or, if performance and payment bonds are not required, only after the sum retained under Article 21 of the Contract equals the amount of the bid security.
- (3) Where all bids are rejected, the Comptroller will be notified to return the deposit of the three (3) lowest bidders at the time of rejection.

(B) Performance and Payment Security: Performance and Payment Security must be provided in an amount and type specified in Attachment 1 (page A-1 of the Bid Booklet). The performance and payment security shall be delivered by the contractor prior to or at the time of execution of the Contract. If a contractor fails to deliver the required performance and payment security, its bid security shall be enforced, and an award of Contract may be made to the next lowest responsible and responsive bidder, or the contract may be rebid.

(C) Acceptable Types of Security: Acceptable types of security for bids, performance, and payment shall be limited to the following:

- (1) a one-time bond in a form satisfactory to the City;
- (2) a bank certified check or money order;
- (3) obligations of the City of New York; or
- (4) other financial instruments as determined by the Office of Construction in consultation with the Comptroller.

Whenever the successful bidder deposits obligations of the City of New York as performance and payment security, the Comptroller may sell and use the proceeds thereof for any purpose for which the principal or surety on such bond would be liable under the terms of the Contract. If the money is deposited with the Comptroller, the successful bidder shall not be entitled to receive interest on such money from the City.

(D) Form of Bonds: Security provided in the form of bonds must be prepared on the form of bonds authorized by the City of New York. Forms for bid, performance, and payment bonds are included in the Invitation for Bids Documents. Such bonds must have as surety thereunder such surety company or companies as are: (1) approved by the City of New York; (2) authorized to do business in the State of New York, and (3) approved by the Department of the Treasury of the United States. Premiums for any required bonds must be included in the base bid.

The bidder is advised that submission of a bid bond where the surety on such bond fails to meet the criteria set forth herein, shall result in the rejection of the bid as non-responsive.

The Department of the Treasury of the United States advises that information concerning approved surety companies may be obtained as follows: (1) from the Government Printing Office at 202-512-1800; (2) through the Internet at <http://www.fms.treas.gov/e570/index.html>, and (3) through a computerized public bulletin board, which can be accessed by using your computer modem and dialing 202-874-6887.

(E) Power of Attorney: Attorneys in fact who sign bid, performance, or payment bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

27. Failure to Execute Contract

In the event of failure of the successful bidder to execute the Contract and furnish the required security within ten (10) days after notice of the award of the Contract, the deposit of the successful bidder or so much thereof as shall be applicable to the amount of the award made shall be retained by the City, and the successful bidder shall be liable for and hereby agrees to pay on demand the difference between the price bid and the price for which such Contract shall be subsequently awarded, including the cost of any required reletting and less the amount of such deposit. No plea of mistake in such accepted bid shall be available to the bidder for the recovery of the deposit or as a defense to any action based upon such accepted bid. Further, should the bidder's failure to comply with this Section cause any funding agency, body or group (Federal, State, City, Public, Private, etc.) to terminate, cancel or reduce the funding on this project, the bidder in such event shall be liable also to the City for the amount of actual funding withdrawn by such agency on this project, less the amount of the forfeited deposit.

28. Bidder Responsibilities and Qualifications

(A) Bidders must include with their bids all information necessary for a determination of bidder responsibility, as set forth in the Specifications.

(B) The Agency may require any bidder or prospective bidder to furnish all books of account, records, vouchers, statements or other information concerning the bidder's financial status for examination as may be required by the Agency to ascertain the bidder's responsibility and capability to perform the Contract. If required, a bidder must also submit a sworn statement setting forth such information as the Agency may require concerning present and proposed plant and equipment, the personnel and qualifications of his working organizations, prior experience and performance record.

(C) Oral Examination on Qualifications: In addition thereto, and when directed by the Agency, the bidder, or a responsible officer, agent or employee of the bidder, must submit to an oral examination to be conducted by the Agency in relation to his proposed tentative plan and schedule of

operations, and such other matters as the Agency may deem necessary in order to determine the bidder's ability and responsibility to perform the work in accordance with the Contract. Each person so examined must sign and verify a stenographic transcript of such examination noting thereon such corrections as such person may desire to make.

(D) If the bidder fails or refuses to supply any of the documents or information set forth in paragraph (B) hereof or fails to comply with any of the requirements thereof, the Agency may reject the bid.

29. Employment Report

In accordance with Executive Order No. 50 (1980) as modified by Executive Order 108 (1986), the filing of a completed Employment Report (ER) is a requirement of doing business with the City of New York for construction contractors with contracts of \$1,000,000 or more and subcontractors with construction subcontracts of \$750,000 or more. The required forms and information are included in the Bid Booklet.

30. Labor Law Requirements

(A) General: The successful bidder will be required to comply strictly with all Federal, State and local labor laws and regulations.

(B) New York State Labor Law: This Contract is subject to New York State Labor Law Section 220, which requires that construction workers on the site be paid prevailing wages and supplements. The Contractor is reminded that all wage provisions of this Contract will be enforced strictly and failure to comply will be considered when evaluating performance. Noncompliance may result in the contractor being debarred by the City from future contracts. Complaints filed with the Comptroller may result in decisions which may debar a contractor from bidding contracts with any state governmental entity and other political subdivisions.

(C) Records: The Contractor is expected to submit accurate payroll reports and other required documents and verify attendance and job classifications being utilized in compliance with the law, Contract provisions and agency procedures.

31. Insurance

(A) Bidders are advised that the insurance requirements contained herein are regarded as material terms of the Contract. As required by Article 22 of the Contract, the contractor must effect and maintain with companies licensed and authorized to do business in the State of New York, the types of insurance set forth therein, when required by and in the amounts set forth in Schedule A of the General Conditions. Such required insurance must be provided from the date the contractor is ordered to commence work and up to the date of final acceptance of all required work.

(B) The contractor must, within ten days of receipt of the notice of award, submit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A of the General Conditions, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by Section 57 of the New York State Workers' Compensation Law and Section 220 of the Disability Benefits Law.

32. Lump Sum Contracts

(A) Comparison of Bids: Bids on Lump Sum Contracts will be compared on the basis of the lump sum price bid, adjusted for alternate prices bid, if any.

(B) Lump Sum Bids for "General Construction Work" which include excavation shall include all necessary excavation work defined in the Specifications as being included in the lump sum bid. The bidder shall also bid a unit price for the additional cost of excavating material which is defined in the Specifications as excavation for which additional payment will be made. The total estimated additional cost of removing such material will be taken as the quantity set forth in the Engineer's Estimate multiplied by the unit price bid. This total estimated cost of additional excavation shall be added to the lump sum bid for the General Construction Work for the purpose of comparing bids to determine the low bidder.

(C) Variations from Engineer's Estimate: The Engineer's Estimate of the quantity of excavation for which additional payment will be made is approximate only and is given solely to be used as a uniform basis for the comparison of bids and such estimate is not to be considered as part of this contract. The quantities actually required to complete the contract work may be more or less than the quantities in the Engineer's Estimate and, if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

33. Unit Price Contracts

(A) Comparison of Bids: Bids on Unit Price Contracts will be compared on the basis of a total estimated price, arrived at by taking the sum of the estimated quantities of such items, in accordance with the Engineer's Estimate of Quantities set forth in the Bid Schedule, multiplied by the corresponding unit prices, and including any lump sum bids on individual items.

(B) Variations from Engineer's Estimate: Bidders are warned that the Engineer's Estimate of Quantities on the various items of work and materials is approximate only, given solely to be used as a uniform basis for the comparison of bids, and is not be considered part of this contract. The quantities actually required to complete the contract work may be less or more than so estimated, and if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

(C) Overruns: The terms and conditions applicable to overruns of unit price items are set forth in Article 26 of the Contract.

34. Excise Tax

Bidders are referred to the Specifications for information on Federal Excise Tax exemptions.

35. Licenses and Permits

The successful bidder will be required to obtain all necessary licenses and permits necessary to perform the work.

36. Multiple Prime Contractors

If more than one prime contractor will be involved on this project, all contractors are required to examine the Invitation for Bid packages for all other parts of the project.

37. Locally Based Enterprise Requirements (LBE)

This Contract is subject to the requirements of Administrative Code, Section 6-108.1, and the regulations promulgated thereunder. No construction contract will be awarded unless and until these requirements have been complied with in their entirety. The bidder is advised of the provisions set forth below, as well as the provisions with respect to the Locally Based Enterprise Program contained in Article 67 of the Contract. The contractor is advised that:

(A) If any portion of the Contract is subcontracted, not less than ten percent of the total dollar amount of the contract shall be awarded to locally based enterprises ("LBEs"); except, where less than ten percent of the total dollar amount of the Contract is subcontracted, such lesser percentage shall be so awarded.

(B) No contractor shall require performance and payment bonds from LBE subcontractors.

(C) No Contract shall be awarded unless the contractor first identifies in its bid:

- (1) the percentage, dollar amount and type of work to be subcontracted; and
- (2) the percentage, dollar amount and type of work to be subcontracted to LBEs.

(D) Within ten calendar days after notification of low bid, the apparent low bidder shall submit an "LBE Participation Schedule" to the contracting agency. If such schedule does not identify sufficient LBE subcontractors to meet the requirements of Administrative Code Section 6-108.1, the apparent low bidder shall submit documentation of its good faith efforts to meet such requirements.

(1) The "LBE Participation Schedule" shall include:

- (a) the name and address of each LBE that will be given a subcontract,
- (b) the percentage, dollar amount and type of work to be subcontracted to the LBE, and
- (c) the dates when the LBE subcontract work will commence and end.

(2) The following documents shall be attached to the "LBE Participation Schedule":

- (a) verification letters from each subcontractor listed in the "LBE Participation Schedule" stating that the LBE will enter into a formal agreement for work,
- (b) certification documents of any proposed LBE subcontractor which is not on the LBE certified list, and
- (c) copies of the certification letter of any proposed subcontractor which is an LBE.

(3) Documentation of good faith efforts to achieve the required LBE percentage shall include as appropriate but not limited to the following:

- (a) attendance at prebid meetings, when scheduled by the agency, to advise bidders of contract requirements;

- (b) advertisement where appropriate in general circulation media, trade association publications and small business media of the specific subcontracts that would be at least equal to the percentage goal for LBE utilization specified by the contractor;
- (c) written notification to association of small, minority and women contractors soliciting specific subcontractors;
- (d) written notification by certified mail to LBE firms that their interest in the contract is solicited for specific work items and their estimated values;
- (e) demonstration of efforts made to select portions of the work for performance by LBE firms in order to increase the likelihood of achieving the stated goal;
- (f) documented efforts to negotiate with LBE firms for specific subcontracts, including at a minimum:
 - (i) The names, address and telephone numbers of LBE firms that are contacted;
 - (ii) A description of the information provided to LBE firms regarding the plans and specifications for portions of the work to be performed;
 - (iii) Documentation showing that no reasonable price can be obtained from LBE firms;
 - (iv) A statement of why agreements with LBE firms were not reached;
- (g) a statement of the reason for rejecting any LBE firm which the contractor deemed to be unqualified; and
- (h) documentation of efforts made to assist the LBE firms contacted that needed assistance in obtaining required insurance.

(E) Unless otherwise waived by the Commissioner with the approval of the Office of Economic and Financial Opportunity, failure of a proposed contractor to provide the information required by paragraphs (C) and (D) above may render the bid non-responsive and the Contract may not be awarded to the bidder. If the contractor states that it will subcontract a specific portion of the work, but can demonstrate despite good faith efforts it cannot achieve its required LBE percentage for subcontracted work until after award of Contract, the Contract may be awarded, subject to a letter of compliance from the contractor stating that it will comply with Administrative Code Section 6-108.1 and subject to approval by the Commissioner. If the contractor has not met its required LBE percentage prior to award, the contractor shall demonstrate that a good faith effort has been made subsequent to award to obtain LBEs on each subcontract until it meets the required percentage.

(F) When a bidder indicates prior to award that no work will be subcontracted, no work may be subcontracted without the prior written approval of the Commissioner, which shall be granted only if the contractor in good faith seeks LBE subcontractors at least six weeks prior to the start of work.

(G) The contractor may not substitute or change any LBE which was identified prior to award of the contract without the written permission of the Commissioner. The contractor shall make a written application to the Commissioner for permission to make such substitution or change, explaining why the contractor needs to change its LBE subcontractor and how the contractor will meet its LBE subcontracting requirement. Copies of such application must be served on the originally identified LBE by certified mail return receipt requested, as well as the proposed substitute LBE. The Commissioner shall determine whether or not to grant the contractor's request for substitution.

38. Bid Submission Requirements

The following forms, all of which are contained in the Bid Booklet, are to be completed and submitted with the bid:

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

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

- (4) Safety Questionnaire
- (5) Construction Employment Report (if bid is \$1,000,000 or more)
- (6) Contract Certificate (if bid is less than \$1,000,000)
- (7) Confirmation of Vendex Compliance
- (8) Special Experience Requirements (if applicable to this contract)
- (9) Apprenticeship Program Questionnaire (if applicable)

**FAILURE TO SUBMIT ITEMS (4) THROUGH (9)
MAY RESULT IN THE DISQUALIFICATION OF THE BID.**

39. Comptroller's Certificate

This Contract shall not be binding or of any force unless it is registered by the Comptroller in accordance with Section 328 of the City Charter and the Procurement Policy Board Rules. This Contract shall continue in force only after annual appropriation of funds by the City of New York and certification as hereinabove set forth.

40. Procurement Policy Board Rules

This Invitation For Bids is subject to the Rules of the Procurement Policy Board of the City of New York. In the event of a conflict between said Rules and a provision of this Invitation For Bids, the Rules shall take precedence.

41. DDC Safety Requirements

The DDC Safety Requirements apply to the work to be performed pursuant to the Contract. The DDC Safety Requirements are set forth on the following pages.

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
SAFETY REQUIREMENTS

June 2015

THE DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS:

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

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

I. POLICY ON SITE SAFETY

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

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

II. PURPOSE

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

III. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

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

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

- 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.

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

- 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.

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

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

(NO TEXT ON THIS PAGE)

**CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT**

TABLE OF CONTENTS

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

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

ARTICLE 79: PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT	87
SIGNATURES	95
ACKNOWLEDGMENT BY CORPORATION	96
ACKNOWLEDGMENT BY PARTNERSHIP.....	96
ACKNOWLEDGMENT BY INDIVIDUAL	96
ACKNOWLEDGMENT BY COMMISSIONER	97
AUTHORITY	98
COMPTROLLER'S CERTIFICATE	98
MAYOR'S CERTIFICATE	99
PERFORMANCE BOND #1	100
PERFORMANCE BOND #2.....	104
PAYMENT BOND	108

(NO TEXT ON THIS PAGE)

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 PSLL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLL.

35.5.5 Notice of Rights.

35.5.5(a) An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

35.5.5(b) Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed fifty dollars for each employee who was not given appropriate notice.

35.5.6 Records. An employer must retain records documenting its compliance with the PSLL for a period of at least three years, and must allow DCA to access such records in furtherance of an investigation related to an alleged violation of the PSLL.

35.5.7 Enforcement and Penalties.

35.5.7(a) Upon receiving a complaint alleging a violation of the PSLL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 Days of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSLL has occurred, it has the right to issue a notice of violation to the employer.

35.5.7(b) DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code § 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSLL civil penalties not to exceed \$500 for a first violation, \$750 for a second violation within two years of the first violation, and \$1,000 for each succeeding violation within two years of the previous violation.

35.5.8 More Generous Policies and Other Legal Requirements. Nothing in the PSLL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract,

collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSLL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSLL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

35.6 HireNYC: Hiring and Reporting Requirements. This Article 35.6 applies to construction contracts of \$1,000,000 or more. The **Contractor** shall comply with the requirements of Articles 35.6.1-35.6.5 for all non-trades jobs (e.g., for an administrative position arising out of **Work** ant located in New York City). The **Contractor** shall reasonably cooperate with SBS and the **City** on specific outreach events, including "Hire-on-the-Spot" events, for the hiring of trades workers in connection with the **Work**. If provided elsewhere in this **Contract**, this **Contract** is subject to a project labor agreement.

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

35.6.2 Job Posting Requirements.

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

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

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

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

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

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

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

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

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

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

ARTICLE 36. NO DISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 37. LABOR LAW REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 38. PAYROLL REPORTS

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

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

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

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

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

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

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

ARTICLE 39. DUST HAZARDS

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

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

CHAPTER IX: PARTIAL AND FINAL PAYMENTS

ARTICLE 40. CONTRACT PRICE

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

ARTICLE 41. BID BREAKDOWN ON LUMP SUM

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

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

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

ARTICLE 42. PARTIAL PAYMENTS

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

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

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

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

ARTICLE 43. PROMPT PAYMENT

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

43.2 The **Contractor** shall submit a proper invoice to receive payment, except where the **Contract** provides that the **Contractor** will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

43.3 Determination of interest due will be made in accordance with the **PPB Rules**.

43.4 If the **Contractor** is paid interest, the proportionate share(s) of that interest shall be forwarded by the **Contractor** to its **Subcontractor(s)**.

43.5 The **Contractor** shall pay each **Subcontractor** or **Materialman** not later than seven (7) **Days** after receipt of payment out of amounts paid to the **Contractor** by the **City** for **Work** performed by the **Subcontractor** or **Materialman** under this **Contract**.

43.5.1 If **Contractor** fails to make any payment to any **Subcontractor** or **Materialman** within seven (7) **Days** after receipt of payment by the **City** pursuant to this Article 43.5, then the **Contractor** shall pay interest on amounts due to such **Subcontractor** or **Materialman** at the rate of interest in effect on the date such payment is made by the **Contractor** computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the **Day** immediately following the expiration of the seventh **Day** following receipt of payment by the **Contractor** from the **City** and shall end on the date on which payment is made.

43.6 The **Contractor** shall include in each of its subcontracts a provision requiring each **Subcontractor** to make payment to each of its **Subcontractors** or **Materialmen** for **Work** performed under this **Contract** in the same manner and within the same time period set forth above.

ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT

44.1 The **Contractor** shall submit with the **Substantial Completion** requisition:

44.1.1 A final verified statement of any pending Article 27 disputes in accordance with the **PPB Rules** and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the

Contractor claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

44.1.1(a) With respect to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City Corporation Counsel** shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 44.1.1(a) is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor** upon acceptance of the **Substantial Completion** payment pursuant to this Article 44, will have waived any such claims.

44.1.2 A **Final Approved Punch List**.

44.1.3 Where required, a request for an extension of time to achieve **Substantial Completion** or final extension of time.

44.2 The **Commissioner** shall issue a voucher calling for payment of any part or all of the balance due for **Work** performed under the **Contract**, including monies retained under Article 21, less any and all deductions authorized to be made by the **Commissioner**, under this **Contract** or by **Law**, and less twice the amount the **Commissioner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a partial and not a final payment. No **Substantial Completion** payment shall be made under this Article 44 where the **Contractor** failed to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.3 No further partial payments shall be made to the **Contractor** after **Substantial Completion**, except the **Substantial Completion** payment and payment pursuant to any **Contractor's** requisition that were properly filed with the **Commissioner** prior to the date of **Substantial Completion**; however, the **Commissioner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work** and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.

44.4 The **Contractor** acknowledges that nothing contained in this Article 44 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 45. FINAL PAYMENT

45.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the **Contract**, less the amount authorized to be retained for maintenance under Article 24. Such submission shall be within 90 days of the date of the **Commissioner's** written determination of **Final Acceptance**, or within such additional time as may be granted by the **Commissioner** in writing. If the **Contractor** fails to submit all required certificates and documents within the time allowed, no payment of the balance claimed shall be made to the **Contractor** and the **Contractor** shall be deemed to have forfeited its right to payment of any balance claimed. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**.

45.2 Amended Verified Statement of Claims: The **Contractor** shall also submit with the final requisition any amendments to the final verified statement of any pending dispute resolution procedures in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) that have occurred subsequent to **Substantial Completion**, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City Corporation Counsel** shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 45.2, is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor**, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.

45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the **Engineer** will prepare and certify, for the **Commissioner's** approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Commissioner** shall certify the voucher for final payment within thirty (30) **Days** from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **Engineer** thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Comptroller** within thirty (30) **Days** after the filing of such voucher in his/her office.

45.4 The **Contractor** acknowledges that nothing contained in this Article 45 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT

46.1 The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release of the **City** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on the part of the **City** or any of its officials, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the

verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45.

46.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this Article 46, or those for amounts deducted by the **Commissioner** from the final requisition or from the final payment as certified by the **Engineer** and approved by the **Commissioner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any official, agent or employee of the **City** to the contrary notwithstanding.

46.3 Should the **Contractor** refuse to accept the final payment as tendered by the **Comptroller**, it shall constitute a waiver of any right to interest thereon.

46.4 The **Contractor**, however, shall not be barred by this Article 46 from commencing an action for breach of **Contract** to the extent permitted by **Law** and by the terms of the **Contract** for any claims that are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45 or that arose after submission of the final payment requisition, provided that a detailed and verified statement of claim is served upon the contracting **Agency** and **Comptroller** not later than forty (40) **Days** after the making of such final payment by electronic funds transfer (EFT) or the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs, and other sculptures, monuments, fountains, arches, and other structures of a permanent character intended for ornament or commemoration, and every design of the same to be used in the performance of this **Contract**, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant to the terms of this **Contract**, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York, and shall be approved by the Public Design Commission prior to the erection or placing in position of the same. The final payment shall not become due or payable under this **Contract** unless and until the Public Design Commission shall certify that the design for the **Work** herein contracted for has been approved by the said Public Design Commission, and that the same has been executed in substantial accordance with the design so approved, pursuant to the provisions of Chapter 37, Section 854 of the **City Charter**, as amended.

CHAPTER X: CONTRACTOR'S DEFAULT

ARTICLE 48. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT

48.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:

48.1.1 The **Contractor** fails to commence **Work** when notified to do so by the **Commissioner**; or if

48.1.2 The **Contractor** shall abandon the **Work**; or if

48.1.3 The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Commissioner**; or if

48.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner**, to complete the **Work** in accordance with the progress schedule; or if

48.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if

48.1.6 The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

48.1.7 The **Contractor** fails to secure and maintain all required insurance; or if

48.1.8 A receiver or receivers are appointed to take charge of the **Contractor's** property or affairs; or if

48.1.9 The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

48.1.10 The **Commissioner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

48.1.11 The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the **Commissioner's** opinion, attributable to conditions within the **Contractor's** control; or if

48.1.12 The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

48.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made; or if

48.1.14 The **Contractor** or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the **PPB Rules**.

48.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days'** notice.

ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

49.1 The right to declare the **Contractor** in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").

49.2 The **Commissioner's** determination that the **Contractor** is in default shall be conclusive, final, and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence an action in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

ARTICLE 50. QUITTING THE SITE

50.1 Upon receipt of such notice the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools, and supplies then on the **Site**.

ARTICLE 51. COMPLETION OF THE WORK

51.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by contract with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor's** plant, materials, equipment, tools, and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

51.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its sureties, and any person claiming under the **Contractor**, as to the amount thereof.

51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

ARTICLE 52. PARTIAL DEFAULT

52.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any **Other Contractor(s)** or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

52.2 The provisions of this Chapter relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Commissioner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools, and supplies as had been previously used by the **Contractor** on such part.

ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK

53.1 In completing the whole or any part of the **Work** under the provisions of this Chapter X, the **Commissioner** shall have the power to depart from or change or vary the terms and provisions of this **Contract**, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the **Commissioner's** certificate of the cost of completion referred to in Article 51, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the **Contractor** hereunder but for its default.

ARTICLE 54. OTHER REMEDIES

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to be completed in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List**. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The expense of completion permitted under Article 54.1, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under **Law** or in equity.

54.4 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

CHAPTER XI: MISCELLANEOUS PROVISIONS

ARTICLE 55. CONTRACTOR'S WARRANTIES

55.1 In consideration of, and to induce, the award of this **Contract** to the **Contractor**, the **Contractor** represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the **Work**; and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

ARTICLE 56. CLAIMS AND ACTIONS THEREON

56.1 Any claim, that is not subject to dispute resolution under the **PPB Rules** or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any action, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:

56.2.1 Any claims arising out of events occurring after **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 If the **Commissioner** exercises his/her right to complete or cause to complete any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List** pursuant to Article 54, any such action shall be commenced within six (6) months from the date the **Commissioner** notifies the **Contractor** in writing that he/she has exercised such right. Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and

56.2.3 If the **Commissioner** exercises his/her right to terminate the **Contract** pursuant to Article 64, any such action shall be commenced within six (6) months of the date the **Commissioner** exercises said right.

ARTICLE 57. INFRINGEMENT

57.1 The **Contractor** shall be solely responsible for and shall defend, indemnify, and hold the **City** harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the **City** may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the **Contractor** of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the **Contractor** and/or its **Subcontractors** in the performance or completion of the **Work**. Insofar as the facts or **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent permitted by **Law**.

ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

58.1 No claim whatsoever shall be made by the **Contractor** against any official, agent or employee of the **City** for, or on account of, anything done or omitted to be done in connection with this **Contract**.

ARTICLE 59. SERVICE OF NOTICES

59.1 The **Contractor** hereby designates the business address, fax number, and email address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

59.2 **Contractor's** notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the **Commissioner**.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

60.1 If this **Contract** contains any unlawful provision not an essential part of the **Contract** and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the **Contract** without affecting the binding force of the remainder.

ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED

61.1 It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

ARTICLE 62. TAX EXEMPTION

62.1 The **City** is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor**, **Subcontractor** or **Materialman** or to tangible personal property which, even

though it is consumed, is not incorporated into the completed **Work** (consumable supplies) and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**. The **Contractor** and its **Subcontractors** and **Materialmen** shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**.

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**, that is required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

62.2.1 The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such **Work**, labor, and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, and services, shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work**, labor, and services.

62.3 20 NYCRR Section 541.3(d) provides that a **Contractor's** purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The **City** shall not pay sales tax for any such tangible personal property that it purchases from the **Contractor** pursuant to the **Contract**. With respect to such tangible personal property, the **Contractor**, at the request of the **City**, shall furnish to the **City** such bills of sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such tangible personal property, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such tangible personal property as the property of the **City**.

62.4 Title to all tangible personal property to be sold by the **Contractor** to the **City** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **City** upon delivery of such tangible personal property to the **Site**. Notwithstanding such transfer of title, the **Contractor** shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this **Contract**, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the **City**, until such time as the **Work** covered by the **Contract** is fully accepted by the **City**. Such transfer of title shall in no way affect any of the **Contractor's** obligations hereunder. In the event that, after title has passed to the **City**, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the

Contractor is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and **Materialmen** shall furnish a **Contractor Exempt Purchase Certificate** to all persons, firms or corporations from which they purchase tangible personal property for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this Article 62 shall control.

ARTICLE 63. INVESTIGATION(S) CLAUSE

63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;

63.4 The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) **Days'** written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the **City**; and/or

63.6.2 The cancellation or termination of any and all such existing **City** contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this **Contract**, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the **City** incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the **City**.

63.7 The **Commissioner** shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The **Commissioner** may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

63.7.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the **City**.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the **Commissioner** upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term "license" or "permit" as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term "person" as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

63.8.3 The term "entity" as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

63.8.4 The term "member" as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this **Contract**, the **Commissioner** may in his/her sole discretion terminate this **Contract** upon not less than three (3) **Days**' written notice in the event the **Contractor** fails to promptly report in writing to the **Commissioner** of the Department of Investigations ("DOI") of the City any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this **Contract** by the **Contractor**, or affecting the performance of this **Contract**.

ARTICLE 64. TERMINATION BY THE CITY

64.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, at any time, terminate this **Contract** by written notice to the **Contractor**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Commissioner**:

64.1.1 Stop **Work** on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the City's materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the City and deliver to the **Site** or another location designated by the **Commissioner**, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

64.1.5 Take no action which will increase the amounts payable by the City under this **Contract**.

64.2 In the event of termination by the City pursuant to this Article 64, payment to the **Contractor** shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum **Contracts**, or on lump sum items in a **Contract**, the City will pay the **Contractor** the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this **Contract**. On lump sum **Contracts** only, the City will also pay the **Contractor** an additional sum as provided in Article 64.2.1(c).

64.2.1(a) For **Work** completed prior to the notice of termination, the **Contractor** shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the **Work**, as determined by the

Commissioner. For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Commissioner's** determination hereunder shall be final, binding, and conclusive.

64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of the following, less salvage value:

64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum **Contracts**, the **Contractor** shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million (\$5,000,000) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million (\$5,000,000) dollars and fifteen million (\$15,000,000) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million (\$15,000,000) dollars.

64.2.1(d) In the event the **City** terminates a lump sum **Contract** pursuant to this Article 64 within ninety (90) **Days** after registration of the **Contract** with the **Comptroller**, the **Contractor** shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this Article 64.2.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.2.3 Time and Materials Contracts or Items Based on Time and Material Records: On all **Contracts** or items in a **Contract** where payment for the **Work** is based on time and material records, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

64.2.4 Direct Costs: Direct Costs as used in this Article 64.2 shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Costs shall not include overhead.

64.3 In no event shall any payments under this Article 64 exceed the **Contract** price for such items.

64.4 All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5 The **City** may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this Article 64 shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the **Contract** sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

65.1 This **Contract** shall be deemed to be executed in the **City** regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable.

65.2 The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the **City** and County of New York. To effect this **Contract** and intent, the **Contractor** agrees:

65.2.1 If the **City** initiates any action against the **Contractor** in Federal court or in a New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **City** in writing; and

65.2.2 With respect to any action between the **City** and the **Contractor** in a New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the **City** against the **Contractor** in a Federal Court located in the **City**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the **City**.

65.2.4 If the **Contractor** commences any action against the **City** in a court located other than in the **City** and County of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the **City** and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.

65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

66.1 The **Contractor** agrees that neither the **Contractor** nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.

66.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the **Contractor** or a substantially-owned affiliated company thereof for participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the **Comptroller** may, at his/her option, render forfeit and void this **Contract**.

66.3 The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM

67.1 This **Contract** is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction contract shall be awarded unless and until these requirements have been complied with in their entirety; however, compliance with this Article 67 is not required if the Agency sets Subcontractor Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the **City** Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3 The **Contractor** shall not require performance and payment bonds from LBE **Subcontractors**.

67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.

67.5 If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.

67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:

67.6.1 Reducing the **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the **Contractor** in default;

67.6.3 If the **Contractor** is an LBE, de-certifying and declaring the **Contractor** ineligible to participate in the LBE program for a period of up to three (3) years.

ARTICLE 68. ANTITRUST

68.1 The **Contractor** hereby assigns, sells, and transfers to the **City** all right, title, and interest in and to any claims and causes of action arising under the antitrust **Laws** of New York State or of the United States relating to the particular goods or services purchased or procured by the **City** under this **Contract**.

ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

69.1 Notice To All Prospective **Contractors**:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local **Law** provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand (\$10,000.) dollars, or for construction involving an amount greater than fifteen thousand (\$15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or 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 Gullò*
Commissioner

Commissioner
No. 0186831073
Qualified in Kings County
Commission Expires Nov. 28, 2012

CONTRACTOR: *NYCC JPL JV*

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 _____ County of _____ ss:

On this _____ day of _____, _____, before me personally came _____ to me known who, being by me duly sworn did depose and say that he resides at _____ that he is the _____

of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

BRENDA A. BARREIRO
Notary Public, State of New York
No. 01BA6351073
Qualified in Kings County
Commission Expires Nov. 28, 2020

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of New York County of Queens ss:

On this 28 day of June, 2019, before me personally appeared Joseph Pizzinso to me known, and known to me to be one of the members of the firm of WYCC-JPL JV 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.

Brenda Barreiro
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

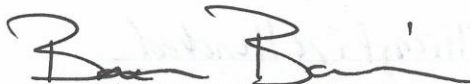
On this _____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT BY COMMISSIONER

State of New York County of Queens ss:

On this 1st day of July, 2019, before me personally came Lorraine Grillo to me known, and known to be the _____, 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 _____ Commissioner for the purposes therein mentioned.



Notary Public or Commissioner of Deeds

BRENDA A. BARREIRO
Notary Public, State of New York
No. 01BA6351073
Qualified in Kings County
Commission Expires Nov. 28, 2020

AUTHORITY

MAYOR'S CERTIFICATE NO. CBX
BUDGET DIRECTOR'S CERTIFICATE NO.

DATED
DATED

APPROPRIATION
COMMISSIONER'S CERTIFICATE

In conformity with the provisions of Section 6-101 of the Administrative Code of the City of New York, it is hereby certified that the estimated cost of the work, materials and supplies required by the within Contract, amounting to

Thirty-three million, Five Hundred
Thousand

Dollars (\$ 33,500,000.00)

is chargeable to the fund of the Department of Design and Construction entitled Code

Department of Design and Construction

I hereby certify that the specifications contained herein comply with the terms and conditions of the BUDGET.

Lorraine Gullis
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 NUMBER 8206-35-49/015203352

PERFORMANCE BOND #2 (Page 1)

PERFORMANCE BOND #2

KNOW ALL PERSONS BY THESE PRESENTS;
That we, NYCC JPL JV

708 SHARROTT'S ROAD

STATEN ISLAND, NY 10309

hereinafter referred to as the "Principal,"

and, VIGILANT INSURANCE COMPANY, 202B HALLS MILL ROAD, WHITEHOUSE STATION,

NJ 08889 & LIBERTY MUTUAL INSURANCE COMPANY, 175 BERKELEY STREET,

BOSTON, MA 02166

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 THIRTY THREE MILLION FIVE HUNDRED THOUSAND AND 00/100

(\$ 33,500,000.00) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for **FMS ID: MIBBNC003, E-PIN: 85018/B0123001, DDC PIN: 8502018SE0017C**
INSTALLATION OF STORM & SANITARY SEWERS AND REPLACEMENT OF WATER

MAINS IN MASON AVENUE, STATEN ISLAND

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

24TH day of JUNE 20 19

(Seal)

NYCC JPL JV (L.S.)

Principal

By: *Donna Marie Russo*

(Seal)

VIGILANT INSURANCE COMPANY

Surety

By: THOMAS HANSSON ATTORNEY-IN-FACT

LIBERTY MUTUAL INSURANCE COMPANY

(Seal)

Surety

By: *Loriann P. Fay*

LORIANN P. FAY ATTORNEY-IN-FACT

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

Bond Premium Rate _____

Bond Premium Cost _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he resides at _____

_____ ; that he/she is the _____ of the corporation described in and which executed the foregoing instrument; that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of NEW YORK County of RICHMOND ss:

On this 24th day of JUNE, 20 19 before me personally came DONNA MARIE PASC to me known, who, being by me duly sworn did depose and say that he/she resides at 100 UPTON ST

STATEN ISLAND NY 10304; that he/she is GENERAL partner of NVCC TPL JV, a limited/general partnership existing under the laws of the State of NEW YORK, 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

JERRY SICA
Notary Public, State of New York
No. 01SI 4908489
Qualified in Richmond County
Commission Expires Oct. 26, 2021

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.

Individual Acknowledgment

State of _____
County of _____

On this _____ day of _____, _____, before me personally came

_____ and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

My commission expires: _____

Notary Public

Firm Acknowledgment

State of New York
County of Richmond

On this 22nd day of JUNE, 2019, before me personally came DONNA MARIE RUSSO to me known and known to me

to be a member of the firm of NJCC JPL JV described in and who executed the foregoing instrument, and she thereupon acknowledged to me that she executed the same as and for the act and deed of said firm.

My commission expires: _____

JERRY SICA
Notary Public, State of New York
No. 01SI 4908489
Qualified in Richmond County
Commission Expires Oct. 26, 2021

[Signature]
Notary Public

Corporation Acknowledgment
State of _____
County of _____

On this _____ day of _____, _____, before me personally came

_____ to me known who being by me duly sworn, did depose and say that he is the _____ of _____

the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My commission expires: _____

Notary Public

Surety Acknowledgment

State of New York
County of New York

On JUNE 24, 2019 before me personally came THOMAS HANSSON to me known, who, being by me duly sworn, did depose and say that he/she is an Attorney-in-Fact of VIGILANT INSURANCE COMPANY

the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/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: _____

AL CAPPOLLA
Notary Public, State of New York
No. 01CA 4890479
Qualified in New York County
Commission Expires April 27, 2023

SURETY COMPANY'S ACKNOWLEDGMENT

STATE OF New York)

COUNTY OF Suffolk) ss.:

CITY OF Northport)

On this 24th day of June in the year 2019 before me personally came Loriann P. Fay, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in East Northport, NY, that he/she/they (is) (are) the Attorney-In-Fact duly appointed of the Liberty Mutual Insurance Company the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.



NOTARY PUBLIC

GEOFFREY LESNIAK
Notary Public, State of New York
No. 01LE6376846
Qualified in Kings County
Commission Expires June 18, 2022

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Thomas Hansson of Garden City, New York

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 6th day of February, 2017.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 6th day of February, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2310006
Commission Expires July 18, 2019

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016: "RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department: further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

under my hand and seals of said Companies at Whitehouse Station, NJ, this

JUNE 24, 2019

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary



IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



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: 8200197

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, Lorian P. Fay

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of December, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, no loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 31st day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of June, 2019.



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

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

VIGILANT INSURANCE COMPANY
STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2018

(in thousands)

<u>ASSETS</u>		<u>LIABILITIES AND SURPLUS TO POLICYHOLDERS</u>	
Cash and Short Term Investments United States Government, State and Municipal Bonds	\$ 11,021 111,985	Outstanding Losses and Loss Expenses	\$ -
Other Bonds	121,440	Reinsurance Payable on Losses and Expenses	-
Stocks	1	Unearned Premiums	-
Other Invested Assets	-	Ceded Reinsurance Premiums Payable	99,314
TOTAL INVESTMENTS	244,447	Other Liabilities	10,183
Investments in Affiliates	-	TOTAL LIABILITIES	109,497
Premiums Receivable	88,241	Capital Stock	4,500
Other Assets	110,552	Paid-In Surplus	25,169
TOTAL ADMITTED ASSETS	\$ 443,240	Unassigned Funds	304,074
		SURPLUS TO POLICYHOLDERS	333,743
		TOTAL LIABILITIES AND SURPLUS	\$ 443,240

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2018, investments with a carrying value of \$11,622,889 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Vigilant Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2018.

Sworn before me this March 19, 2019


 Senior Vice President


 Notary Public

August 8, 2019
 My commission expires

COMMONWEALTH OF PENNSYLVANIA
 NOTARIAL SEAL
 Diane Wright, Notary Public
 City of Philadelphia, Philadelphia County
 My Commission Expires Aug. 8, 2019
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



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 NUMBER 8206-35-49/015203B52

PAYMENT BOND (Page 1)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

NYCC JPL JV

708 SHARROTT'S ROAD

STATEN ISLAND, NY 10309

hereinafter referred to as the "Principal", and **VIGILANT INSURANCE COMPANY, 202B HALLS
MILL ROAD, WHITEHOUSE STATION, NJ 08889 & LIBERTY MUTUAL INSURANCE
COMPANY, 175 BERKELEY STREET, BOSTON, MA 02166**

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

THIRTY THREE MILLION FIVE HUNDRED THOUSAND AND 00/100

\$33,500,000.00
(\$ _____) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for **FMS ID:MIBBNC003, E-PIN:85018B0123001, DDC PIN:8502018SE0017C
INSTALLATION OF STORM & SANITARY SEWERS AND REPLACEMENT OF WATER
MAINS IN MASON AVENUE, STATEN ISLAND**

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.

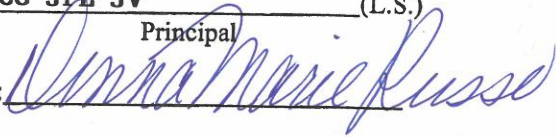
PAYMENT BOND (Page 3)

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 24TH day of JUNE, 2019.

(Seal)

NYCC JPL JV (L.S.)
Principal

By:



(Seal)

VIGILANT INSURANCE COMPANY
Surety

By:



THOMAS HANSSON ATTORNEY-IN-FACT

(Seal)

LIBERTY MUTUAL INSURANCE COMPANY
Surety

By:



LORIANN P. FAY ATTORNEY-IN-FACT

(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 _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of New York County of Richmond ss:

On this 24th day of JUNE, 2019, before me personally appeared DONNA MARIE PASCO to me known, and known to me to be one of the members of the firm of NYCC SPL JV described in and who executed the foregoing instrument; and she acknowledged to me that she executed the same as and for the act and deed of said firm.

JERRY SICA
Notary Public, State of New York
No. 01SI 4900489
Qualified in Richmond County
Commission Expires Oct. 28, 2021

Jerry Sica
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.

Individual Acknowledgment

State of _____
County of _____

On this _____ day of _____, before me personally came

and known to me to be the individual described in and who executed the foregoing instrument, and acknowledge to me that he executed the same.

My commission expires: _____
Notary Public

Firm Acknowledgment

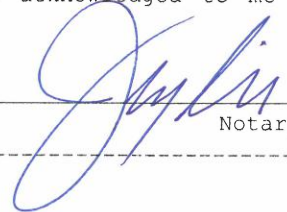
State of NEW YORK
County of QUANNO

On this 26th day of JUNE, 2019, before me personally came DONNA MARIE RUSSO to me known and known to me

to be a member of the firm of NYCC JPL JV described in and who executed the foregoing instrument, and she thereupon acknowledged to me that she executed the same as and for the act and deed of said firm.

My commission expires: _____
Notary Public

JERRY SICA
Notary Public, State of New York
No. 01SI 4908489
Qualified in Richmond County
Commission Expires Oct. 26, 2021



Corporation Acknowledgment
State of _____
County of _____

On this _____ day of _____, before me personally came _____, to me known who being by me duly sworn, did depose and say that he is the _____ of _____

the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My commission expires: _____
Notary Public

Surety Acknowledgment

State of New York
County of New York

On JUNE 24, 2019 before me personally came THOMAS HANSSON to me known, who, being by me duly sworn, did depose and say that he/she is an Attorney-in-Fact of VIGILANT INSURANCE COMPANY

the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/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

AL CAPPOLLA
Notary Public, State of New York
No. 01CA4890479
Qualified in New York County
Commission Expires April 27, 2023

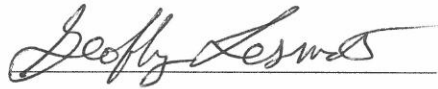
SURETY COMPANY'S ACKNOWLEDGMENT

STATE OF New York)

COUNTY OF Suffolk) ss.:

CITY OF Northport)

On this 24th day of June in the year 2019 before me personally came Loriann P. Fay, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in East Northport, NY, that he/she/they (is) (are) the Attorney-In-Fact duly appointed of the Liberty Mutual Insurance Company the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.



NOTARY PUBLIC

GEOFFREY LESNIAK
Notary Public, State of New York
No. 01LE6376846
Qualified in Kings County
Commission Expires June 18, 2022

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Thomas Hansson of Garden City, New York

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 6th day of February, 2017.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 6th day of February, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316086
Commission Expires July 16, 2019

[Signature]

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:
"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

I under my hand and seals of said Companies at Whitehouse Station, NJ, this

JUNE 24, 2019

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail surety@chubb.com



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: 8200197

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, Lorian P. Fay

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of December, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, not an, 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 31st day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of June, 2019.



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

VIGILANT INSURANCE COMPANY
STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis
DECEMBER 31, 2018
 (in thousands)

<u>ASSETS</u>		<u>LIABILITIES AND SURPLUS TO POLICYHOLDERS</u>	
Cash and Short Term Investments	\$ 11,021	Outstanding Losses and Loss Expenses	\$ -
United States Government, State and Municipal Bonds	111,985	Reinsurance Payable on Losses and Expenses	-
Other Bonds	121,440	Unearned Premiums	-
Stocks	1	Ceded Reinsurance Premiums Payable	99,314
Other Invested Assets	-	Other Liabilities	<u>10,183</u>
TOTAL INVESTMENTS	<u>244,447</u>	TOTAL LIABILITIES	<u>109,497</u>
Investments in Affiliates	-	Capital Stock	4,500
Premiums Receivable	88,241	Paid-In Surplus	25,169
Other Assets	<u>110,552</u>	Unassigned Funds	<u>304,074</u>
TOTAL ADMITTED ASSETS	<u>\$ 443,240</u>	SURPLUS TO POLICYHOLDERS	<u>333,743</u>
		TOTAL LIABILITIES AND SURPLUS	<u>\$ 443,240</u>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners, At December 31, 2018, investments with a carrying value of \$11,622,889 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA
 COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Vigilant Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2018.

Sworn before me this March 19, 2019

[Signature]
 Senior Vice President

[Signature]
 Notary Public

August 8, 2019
 My commission expires

COMMONWEALTH OF PENNSYLVANIA
 NOTARIAL SEAL
 Diane Wright, Notary Public
 City of Philadelphia, Philadelphia County
 My Commission Expires Aug. 8, 2019
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2018

Assets	
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>

Liabilities	
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



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 113539578
J.PIZZIRUSSO LANDSCAPING CORP.
2400 EAST 69TH STREET
BROOKLYN NY 11234



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER
J.PIZZIRUSSO LANDSCAPING CORP.
2400 EAST 69TH STREET
BROOKLYN NY 11234

CERTIFICATE HOLDER
NYC DDC
30-30 THOMSON AVE
4 FLOOR
LONG ISLAND CITY NY 11101

POLICY NUMBER K 858 023-5	CERTIFICATE NUMBER 64407	POLICY PERIOD 03/20/2019 TO 03/20/2020	DATE 6/26/2019
-------------------------------------	------------------------------------	--	--------------------------

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 858 023-5, 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, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

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.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

J PIZZIRUSSO LANDSCAPING CORP
JOHN PIZZIRUSSO
JOSEPH PIZZIRUSSO

THIS CERTIFICATE DOES NOT APPLY TO THOSE JOB SITES WHICH ARE COVERED BY OTHER INSURANCE AND ARE SPECIFICALLY EXCLUDED BY ENDORSEMENT.

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: 1043096986



CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
J.PIZZIRUSSO LANDSCAPING CORP
2400 EAST 69 STREET
BROOKLYN, NY 11234
1b. Business Telephone Number of Insured
7185316084
1c. Federal Employer Identification Number of Insured or Social Security Number
11-3539578
2. Name and Address of Entity Requesting Proof of Coverage
NYC Department of Design and Construction
30-30 Thompson Ave
4 floor
Brooklyn, NY 11234
3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York
3b. Policy Number of Entity Listed in Box "1a"
D35965-000
3c. Policy effective period
1/1/2001 to 5/12/2020

4. Policy provides the following benefits:
A. Both disability and paid family leave benefits.
B. Disability benefits only.
C. Paid family leave benefits only.
5. Policy covers:
A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 5/14/2019 By [Signature]
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)
Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.
Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)
Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.





CERTIFICATE OF LIABILITY INSURANCE

JM

DATE (MM/DD/YYYY)
08/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 GEORGE R GROSSMANN, LUTCF FARM FAMILY CASUALTY INSURANCE COMPANY 3920 VETERANS MEMORIAL HIGHWAY, SUITE 4A BOHEMIA, NEW YORK 11716	CONTACT NAME: JESSICA MARTIN PHONE (A/C, No, Ext): 631-439-4650 FAX (A/C, No): 631-439-4651 E-MAIL ADDRESS: <table style="width: 100%; text-align: center;"> <tr> <td style="width: 80%;">INSURER(S) AFFORDING COVERAGE</td> <td>NAIC #</td> </tr> <tr> <td>INSURER A: FARM FAMILY CASUALTY INSURANCE CO.</td> <td>13803</td> </tr> <tr> <td>INSURER B: UNITED FARM FAMILY INSURANCE CO.</td> <td>29963</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: FARM FAMILY CASUALTY INSURANCE CO.	13803	INSURER B: UNITED FARM FAMILY INSURANCE CO.	29963	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: FARM FAMILY CASUALTY INSURANCE CO.	13803														
INSURER B: UNITED FARM FAMILY INSURANCE CO.	29963														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED J PIZZIRUSSO LANDSCAPING CORP. 2400 EAST 69TH STREET BROOKLYN, NY 11234															

COVERAGES **CERTIFICATE NUMBER:** 109948 **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 <input checked="" type="checkbox"/> CONTRACTUAL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		3124X0083	03/21/2019	03/21/2020	<table style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$
EACH OCCURRENCE	\$ 2,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																				
MED EXP (Any one person)	\$ 5,000																				
PERSONAL & ADV INJURY	\$ 2,000,000																				
GENERAL AGGREGATE	\$ 4,000,000																				
PRODUCTS - COMP/OP AGG	\$ 4,000,000																				
	\$																				
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			3101C3685	02/24/2019	02/24/2020	<table style="width: 100%;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			3101E3822	07/27/2019	07/27/2020	<table style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 8,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 8,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 8,000,000	AGGREGATE	\$ 8,000,000		\$								
EACH OCCURRENCE	\$ 8,000,000																				
AGGREGATE	\$ 8,000,000																				
	\$																				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below</small>		N/A				<table style="width: 100%;"> <tr><td>PER STATUTE</td><td>OT-H-ER</td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$</td></tr> </table>	PER STATUTE	OT-H-ER		E.L. EACH ACCIDENT		\$	E.L. DISEASE - EA EMPLOYEE		\$	E.L. DISEASE - POLICY LIMIT		\$		
PER STATUTE	OT-H-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)
 THE CITY OF NEW YORK, INCLUDING ITS OFFICIALS AND EMPLOYEES, CON EDISON, VERIZON, AND NATIONAL GRID ARE LISTED AS ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY POLICY #3124X0083 AS REQUIRED BY WRITTEN CONTRACT

PROJECT ID: MIBBNC003
 SCOPE OF WORK: RECONSTRUCTION OF MASON AVENUE, BOROUGH OF STATEN ISLAND

CERTIFICATE HOLDER CITY OF NEW YORK DEPARTMENT OF DESIGN AND CONSTRUCTION 30-30 THOMPSON AVENUE 4TH FLOOR 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
--	--

CITY OF NEW YORK
CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

GEORGE GROSSMANN

[Name of broker or agent (typewritten)]

3920 VETERANS MEMORIAL HIGHWAY
UNIT 4A, BOHEMIA, NY 11716

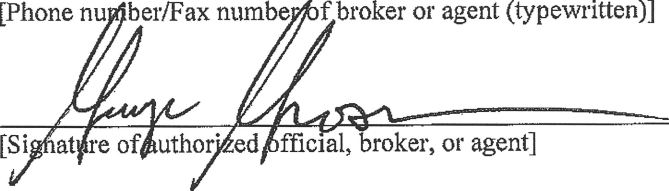
[Address of broker or agent (typewritten)]

GEORGE_GROSSMANN@AMERICAN-NATIONAL.COM

[Email address of broker or agent (typewritten)]

631-439-4650 / 631-439-4651

[Phone number/Fax number of broker or agent (typewritten)]



[Signature of authorized official, broker, or agent]

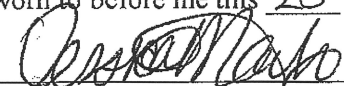
GEORGE GROSSMANN, AGENT

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

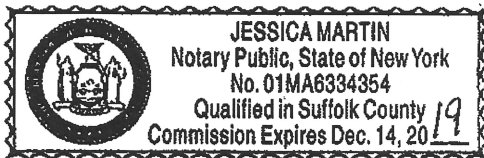
State of New York.....)

County of Suffolk.....) ss.:

Sworn to before me this 23rd day of August 2019



NOTARY PUBLIC FOR THE STATE OF New York





New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 113076836
LOVELL SAFETY MGMT CO., LLC
110 WILLIAM STREET 12TH FLR
NEW YORK NY 10038



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER
NEW YORK CONCRETE CORP.
708 SHARROTT'S ROAD
STATEN ISLAND NY 10309

CERTIFICATE HOLDER MIBBNC003
NEW YORK CITY DEPARTMENT OF
DESIGN AND CONSTRUCTION
30-30 THOMSON AVENUE
LONG ISLAND CITY NY 11101

POLICY NUMBER Z2462 680-6	CERTIFICATE NUMBER 59332	POLICY PERIOD 04/01/2019 TO 04/01/2020	DATE 6/25/2019
------------------------------	-----------------------------	---	-------------------

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2462 680-6, 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.

THIS CERTIFICATE DOES NOT APPLY TO THOSE JOB SITES WHICH ARE COVERED BY OTHER INSURANCE AND ARE SPECIFICALLY EXCLUDED BY ENDORSEMENT.

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: 301927784



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Brown & Brown of New York, Inc. 1133 Westchester Avenue Suite N-136 White Plains NY 10604	CONTACT NAME:		
	PHONE (A/C, No, Ext): (914) 406-8602	FAX (A/C, No): (914) 337-1596	
	E-MAIL ADDRESS: certificates@bbinsny.com		
INSURED New York Concrete Corp. 708 Sharrots Road Staten Island, NY 10309	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Houston Specialty Insurance Company	12936
	INSURER B:	Imperium Insurance Company	35408
	INSURER C:	General Star National Insurance Company	11967
	INSURER D:	The Travelers Indemnity Company of America	25666
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 18-19 GL, Auto & UMB 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	Y	Y	CON88136801	11/21/2018	11/21/2019	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY			IERD-01003689-00	11/21/2018	11/21/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident) \$				
							\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			NXG929811	11/21/2018	11/21/2019	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 4,000,000
	DED \$	RETENTION \$					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ZUP-16N37810-18-NF	11/21/2018	11/21/2019	PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
	Excess Liability						E.L. DISEASE - POLICY LIMIT \$
							Occ/Agg 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: MIBBNC003 - Installation of Storm & Sanitary Sewers and Replacement of Water Mains in Mason Ave, Staten Island.

The following are included as additional insureds per written contract, agreement or permit with respects to the general liability and auto: Consolidated Edison, National Grid, City of New York, including the officials and employees.

CERTIFICATE HOLDER New York City Department of Design & Construction 30-30 Thomson Avenue 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

CITY OF NEW YORK
CERTIFICATION BY INSURANCE BROKER OR AGENT


The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

Brown & Brown of New York, Inc.
[Name of broker or agent (typewritten)]

1133 Westchester Avenue, Suite N-136 White Plains, NY 10604
[Address of broker or agent (typewritten)]

adelakas@bbinsny.com
[Email address of broker or agent (typewritten)]

Phone: 914-337-8302 Fax: 914-337-1596
[Phone number/Fax number of broker or agent (typewritten)]


[Signature of authorized official, broker, or agent]

Alma Delakas, Commercial Lines Account Manager
[Name and title of authorized official, broker, or agent (typewritten)]

State of ...New York.....)

) ss.:

County of ...Westchester.....)

Sworn to before me this 17 day June 2019



NOTARY PUBLIC FOR THE STATE OF New York

GLORIMAR PIZARRO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PI6010918
Qualified in Westchester County
My Commission Expires 07-27-2022



CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) NEW YORK CONCRETE CORP 708 SHARROTTTS ROAD STATEN ISLAND, NY 10309 1b. Business Telephone Number of Insured 718-967-3720 1c. Federal Employer Identification Number of Insured or Social Security Number 113076836 2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) New York City Department of Design and Construction 30-30 Thomson Avenue Long Island City, NY 11101 3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL128291 3c. Policy effective period 04/01/2019 to 03/31/2020

4. Policy provides the following benefits: [X] 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. [X] B. Only the following class or classes of employer's employees: ALL EMPLOYEES EXCEPT MEMBERS OF MASONS, LABORORERS, LOCAL 15 ENGINEERS, LOCAL 14 ENGINEERS, METAL LATHERS, CARPENTERS, AND LOCAL 282 TEAMSTERS.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

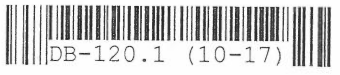
Date Signed 6/25/2019 By [Signature] (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier) Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees. Date Signed 06/25/2019 By [Signature] (Signature of Authorized NYS Workers' Compensation Board Employee) Telephone Number Name and Title Senior Examiner

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.



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

LABOR LAW ARTICLE 8 - NYC PUBLIC WORKS

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to Labor Law Article 8 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work projects. Prevailing rates are required to be annexed to and form part of the public work contract pursuant to § 220 (3).

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to New York State Labor Law section § 220 (5). The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

Agency Chief Contracting Officers should contact the Bureau of Labor Law's Classification Unit with any questions concerning trade classifications, prevailing rates or prevailing practices with respect to procurement on New York City public work contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public work contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public work contracts in the procurement stage must contact the contracting agency responsible for the procurement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public work contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-4443. All callers must have the agency name and contract registration number available when calling with questions on public work contracts. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 651, New York, N.Y. 10007; Fax (212) 669-4002.

The appropriate schedule of prevailing wages and benefits must be posted at all public work sites pursuant to Labor Law § 220 (3-a) (a).

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site comptroller.nyc.gov/wages. Contractors must pay the wages and supplements in effect when the worker, laborer, mechanic performs the work. Preliminary schedules for future one-year periods appear in the City Record on or about June 1 each succeeding year. Final schedules appear on or about July 1 in the City Record and on our web site comptroller.nyc.gov/wages.

The Comptroller's Office has attempted to include all overtime, shift and night differential, Holiday, Saturday, Sunday or other premium time work. However, this schedule does not set forth every prevailing practice with respect to such rates with which employers must comply. All such practices are nevertheless part of the employer's prevailing wage obligation and contained in the collective bargaining agreements of the prevailing wage unions. These collective bargaining agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Prevailing rates and ratios for apprentices are published in the Construction Apprentice Prevailing Wage Schedule. Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be paid at the apprentice rates. Apprentices who are not so registered must be paid as journey persons.

New York City public work projects awarded pursuant to a Project Labor Agreement ("PLA") in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA's pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor's Office of Contract Services (MOCS) web page at:

<https://www1.nyc.gov/site/mocs/contract/project-labor-agreements.page>

All the provisions of Labor Law Article 8 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller in accordance with the trade classifications in this schedule; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's pre-negotiated labor agreement.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

- 1) Provide bona fide fringe benefits which cost the employer no less than the prevailing supplemental benefits rate; or
- 2) Supplement the employee's hourly wage by an amount no less than the prevailing supplemental benefits rate; or
- 3) Provide a combination of bona fide fringe benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Although prevailing wage laws do not require employers to provide bona fide fringe benefits (as opposed to wage supplements) to their employees, other laws may. For example, the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq., the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001 et seq., and the New York City Paid Sick Leave Law, N.Y.C. Admin. Code § 20-911 et seq., require certain employers to provide certain benefits to their employees. Labor agreements to which employers are a party may also require certain benefits. The Comptroller's Office does not enforce these laws or agreements.

Employers must provide prevailing supplemental benefits at the straight time rate for each hour worked unless otherwise noted in the classification.

Paid Holidays, Vacation and Sick Leave when listed must be paid or provided in addition to the prevailing hourly supplemental benefit rate.

For more information, please refer to the Comptroller's Prevailing Wage Law Regulations in Title 44 of the Rules of the City of New York, Chapter 2, available at comptroller.nyc.gov/wages.

Wasył Kinach, P.E.
Director of Classifications
Bureau of Labor Law

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

TABLE OF CONTENTS

<u>CLASSIFICATION</u>	<u>PAGE</u>
ASBESTOS HANDLER	5
BLASTER	5
BOILERMAKER.....	6
BRICKLAYER.....	7
CARPENTER - BUILDING COMMERCIAL	8
CARPENTER - HEAVY CONSTRUCTION WORK	9
CARPENTER - HIGH RISE CONCRETE FORMS	10
CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST.....	11
CEMENT & CONCRETE WORKER.....	11
CEMENT MASON.....	13
CORE DRILLER	13
DERRICKPERSON AND RIGGER	15
DIVER	16
DOCKBUILDER - PILE DRIVER.....	16
DRIVER: TRUCK (TEAMSTER)	17
ELECTRICIAN	19
ELECTRICIAN - ALARM TECHNICIAN.....	22
ELECTRICIAN-STREET LIGHTING WORKER	23
ELEVATOR CONSTRUCTOR	24
ELEVATOR REPAIR & MAINTENANCE.....	25
ENGINEER	26
ENGINEER - CITY SURVEYOR AND CONSULTANT.....	31
ENGINEER - FIELD (BUILDING CONSTRUCTION)	32
ENGINEER - FIELD (HEAVY CONSTRUCTION)	33
ENGINEER - FIELD (STEEL ERECTION)	34
ENGINEER - OPERATING	35
FLOOR COVERER	43
GLAZIER	44
GLAZIER - REPAIR & MAINTENANCE	44
HAZARDOUS MATERIAL HANDLER.....	45
HEAT AND FROST INSULATOR	46
HOUSE WRECKER	47
IRON WORKER - ORNAMENTAL.....	48
IRON WORKER - STRUCTURAL.....	49
LABORER	50
LANDSCAPING	51
MARBLE MECHANIC.....	52

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

MASON TENDER	53
MASON TENDER (INTERIOR DEMOLITION WORKER)	54
METALLIC LATHER.....	55
MILLWRIGHT	56
MOSAIC MECHANIC.....	57
PAINTER	58
PAINTER - METAL POLISHER	58
PAINTER - SIGN.....	60
PAINTER - STRIPER.....	60
PAINTER - STRUCTURAL STEEL.....	61
PAPERHANGER	62
PAVER AND ROADBUILDER	63
PLASTERER	65
PLASTERER - TENDER.....	66
PLUMBER	67
PLUMBER (MECHANICAL EQUIPMENT AND SERVICE).....	68
PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION).....	68
PLUMBER: PUMP & TANK.....	69
POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER	70
ROOFER.....	71
SHEET METAL WORKER.....	72
SHEET METAL WORKER - SPECIALTY	73
SHIPYARD WORKER.....	74
SIGN ERECTOR.....	75
STEAMFITTER	76
STEAMFITTER - REFRIGERATION AND AIR CONDITIONER	78
STONE MASON - SETTER.....	80
TAPER.....	80
TELECOMMUNICATION WORKER.....	81
TILE FINISHER.....	82
TILE LAYER - SETTER	83
TIMBERPERSON	84
TUNNEL WORKER	85
WELDER.....	87

**ASBESTOS HANDLER
SEE HAZARDOUS MATERIAL HANDLER**

BLASTER

Blaster

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$55.21
Supplemental Benefit Rate per Hour: \$42.53

Blaster- Hydraulic Trac Drill

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$49.35
Supplemental Benefit Rate per Hour: \$42.53

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$48.52
Supplemental Benefit Rate per Hour: \$42.53

Blaster - Journeyperson

(Laborer, Chipper/Jackhammer including Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers and Hydro (Water) Demolition, Powder Carrier, Hydraulic Chuck Tender, Chuck Tender and Nipper)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$42.00
Supplemental Benefit Rate per Hour: \$42.53

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$21.00
Supplemental Benefit Rate per Hour: \$42.53

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays

Labor Day
Thanksgiving Day

Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$57.17

Supplemental Benefit Rate per Hour: \$43.62

Supplemental Note: For time and one half overtime - \$64.81 For double overtime - \$86.00

Overtime Description

For Repair and Maintenance work:

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

For New Construction work:

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Quadruple time the regular rate for work on the following holiday(s).
Labor Day

Paid Holidays

Good Friday
Day after Thanksgiving
Day before Christmas
Day before New Year's Day

Shift Rates

When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7 ½) hours and receive eight hours at the regular straight time hourly rate plus twenty-five cents (\$0.25) per hour. The third shift shall work seven (7) hours and receive eight hours at the regular straight time hourly rate plus fifty cents (\$0.50) per hour. A thirty (30) minute lunch period shall not be considered as time worked. Work in excess of the above shall be paid overtime at the appropriate new construction work or repair work overtime wage and supplemental benefit hourly rate.

(Local #5)

BRICKLAYER

Bricklayer

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$55.10**
Supplemental Benefit Rate per Hour: **\$31.20**

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

Overtime rates to be paid outside the regular scheduled work day.

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$52.50

Supplemental Benefit Rate per Hour: \$46.28

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

The employer may work two (2) shifts with the first shift at the straight time wage rate starting at the established time between 7 a.m. and 9 a.m. The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight (8) hours pay for seven (7) hours of work, nine (9) hours pay for eight (8) hours of work.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

When it is not possible to conduct alteration work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

CARPENTER - HEAVY CONSTRUCTION WORK
(Construction of Engineering Structures and Building Foundations)

Heavy Construction Work

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$53.63

Supplemental Benefit Rate per Hour: \$50.67

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

CARPENTER - HIGH RISE CONCRETE FORMS
(Excludes Engineering Structures and Building Foundations)

Carpenter High Rise A

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$50.78**

Supplemental Benefit Rate per Hour: **\$43.34**

Carpenter High Rise B

Carpenter High Rise B worker is excluded from high risk operations such as erection decking, perimeter debris netting, leading edge work, self-climbing form systems, and the installation of cocoon systems unless directly supervised by a Carpenter High Rise A worker.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$40.19**

Supplemental Benefit Rate per Hour: **\$16.65**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

The second shift wage rate shall be 113% of the straight time hourly wage rate. There must be a first shift in order to work a second shift.

(Carpenters District Council)

CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST

Carpenter - Hod Hoist

(Assisted by Mason Tender)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$50.50**

Supplemental Benefit Rate per Hour: **\$39.46**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

(Carpenters District Council)

CEMENT & CONCRETE WORKER

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Cement & Concrete Worker

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$42.48**

Supplemental Benefit Rate per Hour: **\$26.00**

Supplemental Note: \$29.50 on Saturdays; \$33.00 on Sundays & Holidays

Cement & Concrete Worker - (Hired after 2/6/2016)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$32.00**

Supplemental Benefit Rate per Hour: **\$18.00**

Supplemental Note: \$19.50 on Saturdays; \$21.00 on Sundays & Holidays

Overtime Description

Time and one half the regular rate after 7 hour day (time and one half the regular rate after an 8 hour day when working with Dockbuilders on pile cap forms and for work below street level to the top of the foundation wall, not to exceed 2 feet or 3 feet above the sidewalk-brick shelf, when working on the foundation and structure.)

Overtime

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day before Christmas Day

1/2 day before New Year's Day

Shift Rates

On shift work extending over a twenty-four hour period, all shifts are paid at straight time.

(Cement Concrete Workers District Council)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

CEMENT MASON

Cement Mason

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$43.97**

Supplemental Benefit Rate per Hour: **\$39.71**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Overtime Description

Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

Shift Rates

For an off shift day, (work at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential. Four Days a week at Ten (10)hour day.

(Local #780) (BCA)

CORE DRILLER

Core Driller

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$39.69**

Supplemental Benefit Rate per Hour: **\$25.45**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Core Driller Helper

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$31.62

Supplemental Benefit Rate per Hour: \$25.45

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$28.46

Supplemental Benefit Rate per Hour: \$25.45

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$25.30

Supplemental Benefit Rate per Hour: \$25.45

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$22.13

Supplemental Benefit Rate per Hour: \$25.45

Overtime Description

Time and one half the regular rate for work on a holiday plus Holiday pay when worked.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Shift Rates

The shift day shall be the continuous eight and one-half (8½) hours from 6:00 A.M. to 2:30 P.M. and from 2:30 P.M. to 11:00 P.M., including one-half (½) hour of employees regular rate of pay for lunch. When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive seventy-five cents (\$0.75) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Carpenters District Council)

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$46.86**

Supplemental Benefit Rate per Hour: **\$51.40**

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$52.82 - For work performed in Staten Island.

Derrick Person & Rigger - Site Work

Assists the Stone Mason-Setter in the setting of stone

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$40.29**

Supplemental Benefit Rate per Hour: **\$39.23**

Overtime Description

The first two hours of overtime on weekdays and the first seven hours of work on Saturdays are paid at time and one half for wages and supplemental benefits. All additional overtimes is paid at double time for wages and supplemental benefits. Deduct \$1.42 from the Staten Island hourly benefits rate before computing overtime.

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

(Local #197)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

DIVER

Diver (Marine)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$67.94**

Supplemental Benefit Rate per Hour: **\$50.67**

Diver Tender (Marine)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$48.24**

Supplemental Benefit Rate per Hour: **\$50.67**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

When three shifts are utilized each shift shall work seven and one half-hours (7 1/2 hours) and paid for 8 hours, allowing for one half hour for lunch.

(Carpenters District Council)

DOCKBUILDER - PILE DRIVER

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Dockbuilder - Pile Driver

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$53.63**

Supplemental Benefit Rate per Hour: **\$50.67**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

DRIVER: TRUCK (TEAMSTER)

Driver - Dump Truck

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$41.18**

Supplemental Benefit Rate per Hour: **\$47.22**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$20.58; at double time rate - \$27.44

Driver - Tractor Trailer

Effective Period: 7/1/2018 - 6/30/2019

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$42.97**

Supplemental Benefit Rate per Hour: **\$47.15**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$18.30; at double time rate - \$24.41

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$43.53**

Supplemental Benefit Rate per Hour: **\$47.15**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$18.30 at double time rate - \$24.41

Overtime Description

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Off single shift work commencing between 6:00 P.M. and 5:00 A.M. shall work eight and one half (8 1/2) hours allowing for one half hour for lunch and be paid 117.3% of the straight time hourly wage rate.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$38.40

Supplemental Benefit Rate per Hour: \$44.12

Supplemental Note: Over 40 hours worked: time and one half rate \$15.99, double time rate \$21.33

Overtime Description

For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to paid for these holidays, provided they shape each remaining workday during that calendar week.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

President's Day

Columbus Day

Veteran's Day

Triple time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Christmas Day

(Local #282)

ELECTRICIAN

(Including installation of low voltage cabling carrying data, video and/or voice on building construction/alteration/renovation projects.)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Electrician "A" (Regular Day / Day Shift)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$56.00

Supplemental Benefit Rate per Hour: \$55.72

Electrician "A" (Regular Day Overtime after 7 hrs / Day Shift Overtime after 8 hrs)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$84.00

Supplemental Benefit Rate per Hour: \$59.23

Electrician "A" (Swing Shift)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$65.71

Supplemental Benefit Rate per Hour: \$63.52

Electrician "A" (Swing Shift Overtime After 7.5 hours)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$98.57

Supplemental Benefit Rate per Hour: \$67.64

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$73.60

Supplemental Benefit Rate per Hour: \$70.09

Electrician "A" (Graveyard Shift Overtime After 7 hours)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$110.40

Supplemental Benefit Rate per Hour: \$74.70

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on a holiday.

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

When so elected by the Employer, one or more shifts of at least five days duration may be scheduled as follows:
Day Shift: 8:00 am to 4:30 pm, Swing Shift 4:30 pm to 12:30 am, Graveyard Shift: 12:30 am to 8:00 am.

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is \$25.92.

Electrician "M" (First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$29.00**

Supplemental Benefit Rate per Hour: **\$22.65**

First and Second Year "M" Wage Rate Per Hour: **\$24.50**

First and Second Year "M" Supplemental Rate: **\$20.30**

Electrician "M" (Overtime After First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$43.50**

Supplemental Benefit Rate per Hour: **\$24.47**

First and Second Year "M" Wage Rate Per Hour: **\$36.75**

First and Second Year "M" Supplemental Rate: **\$21.84**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #3)

ELECTRICIAN - ALARM TECHNICIAN

(Scope of Work - Inspect, test, repair, and replace defective, malfunctioning, or broken devices, components and controls of Fire, Burglar and Security Systems)

Alarm Technician

Effective Period: 7/1/2018 - 3/9/2019

Wage Rate per Hour: **\$32.90**

Supplemental Benefit Rate per Hour: **\$16.82**

Supplemental Note: \$15.32 only after 8 hours worked in a day

Effective Period: 3/10/2019 - 6/30/2019

Wage Rate per Hour: **\$33.40**

Supplemental Benefit Rate per Hour: **\$17.68**

Supplemental Note: \$16.06 only after 8 hours worked in a day

Overtime Description

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.

Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Overtime

Time and one half the regular rate after an 8 hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:00 A.M.

Vacation

At least 1 year of employment.....ten (10) days
5 years or more of employment.....fifteen (15) days
10 years of employment.....twenty (20) days
Plus one Personal Day per year

Sick Days:

One day per Year. Up to 4 vacation days may be used as sick days.

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$56.00
Supplemental Benefit Rate per Hour: \$57.63

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$42.16
Supplemental Benefit Rate per Hour: \$42.19

Electrician - Electro Pole Maintainer

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$36.11

Supplemental Benefit Rate per Hour: \$37.93

Overtime Description

Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.

Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.

Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Local #3)

ELEVATOR CONSTRUCTOR

Elevator Constructor

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$64.48

Supplemental Benefit Rate per Hour: \$35.80

Overtime Description

For New Construction: work performed after 7 or 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

Elevator Service/Modernization Mechanic

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$50.49

Supplemental Benefit Rate per Hour: \$35.65

Overtime Description

For Scheduled Service Work: Double time - work scheduled in advance by two or more workers performed on Sundays, Holidays, and between midnight and 7:00am.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Afternoon shift - regularly hourly rate plus a (15%) fifteen percent differential. Graveyard shift - time and one half the regular rate.

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ENGINEER

Engineer - Heavy Construction Operating Engineer I

Cherry pickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$68.99**

Supplemental Benefit Rate per Hour: **\$38.28**

Supplemental Note: \$69.16 on overtime

Shift Wage Rate: **\$110.38**

Engineer - Heavy Construction Operating Engineer II

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherry pickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 man auger.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$66.92**

Supplemental Benefit Rate per Hour: **\$38.28**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Note: \$69.16 on overtime
Shift Wage Rate: \$107.07

Engineer - Heavy Construction Operating Engineer III

Minor Equipment such as Tractors, Post Hole Diggers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers five tons and under, Tugger Hoists, Dual Purpose Trucks, Fork Lifts, and Dempsey Dumpers, Fireperson.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$63.44
Supplemental Benefit Rate per Hour: \$38.28
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: \$101.50

Engineer - Heavy Construction Maintenance Engineer I

Installing, Repairing, Maintaining, Dismantling and Manning of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills of a similar nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Hoists, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except River Cofferdam Pumps and Wells Point Pumps; Motorized Buggies (three or more); equipment used in the cleaning and televising of sewers, but not limited to jet-rodder/vacuum truck, vacall/vactor, closed circuit television inspection equipment; high powered water pumps, jet pumps; screed machines and concrete finishing machines of a similar nature; vermeers.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$66.60
Supplemental Benefit Rate per Hour: \$38.28
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: \$106.56

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$87.74
Supplemental Benefit Rate per Hour: \$38.28
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: \$140.38

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$43.66

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$38.28
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: \$69.86

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$44.82
Supplemental Benefit Rate per Hour: \$38.28
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: \$71.71

Engineer - Heavy Construction Oilers I

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$59.97
Supplemental Benefit Rate per Hour: \$38.28
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: \$95.95

Engineer - Heavy Construction Oilers II

All gasoline, electric, diesel or air operated Shovels, Draglines, Backhoes, Keystones, Pavers, Guniting Machines, Battery of Compressors, Crawler Cranes, two-person Trenching Machines.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$41.22
Supplemental Benefit Rate per Hour: \$38.28
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: \$65.95

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$63.75
Supplemental Benefit Rate per Hour: \$38.28
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: \$102.00

Engineer - Steel Erection Oiler I

On a Truck Crane

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$59.61**
Supplemental Benefit Rate per Hour: **\$38.28**
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: **\$95.38**

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$45.16**
Supplemental Benefit Rate per Hour: **\$38.28**
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: **\$72.26**

Overtime Description

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Engineer - Building Work Maintenance Engineers I

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$61.05**

Supplemental Benefit Rate per Hour: **\$38.28**

Supplemental Note: \$69.16 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$47.25**

Supplemental Benefit Rate per Hour: **\$38.28**

Supplemental Note: \$69.16 on overtime

Engineer - Building Work Oilers I

All gasoline, electric, diesel or air operated Gradealls: Concrete Pumps, Overhead Cranes in Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines; Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GW, and machines of a similar nature.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$58.01**

Supplemental Benefit Rate per Hour: **\$38.28**

Supplemental Note: \$69.16 on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$42.89**

Supplemental Benefit Rate per Hour: **\$38.28**

Supplemental Note: \$69.16 on overtime

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

Off Shift: double time the regular hourly rate.

(Local #15)

ENGINEER - CITY SURVEYOR AND CONSULTANT

Party Chief

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$39.90**

Supplemental Benefit Rate per Hour: **\$21.60**

Supplemental Note: Overtime Benefit Rate - \$29.83 per hour (time & one half) \$38.05 per hour (double time).

Instrument Person

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$32.81**

Supplemental Benefit Rate per Hour: **\$21.60**

Supplemental Note: Overtime Benefit Rate - \$29.83 per hour (time & one half) \$38.05 per hour (double time).

Rodperson

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$28.34**

Supplemental Benefit Rate per Hour: **\$21.60**

Supplemental Note: Overtime Benefit Rate - \$29.83 per hour (time & one half) \$38.05 per hour (double time).

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day

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

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (BUILDING CONSTRUCTION)
(Construction of Building Projects, Concrete Superstructures, etc.)

Field Engineer - BC Party Chief

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$63.81**

Supplemental Benefit Rate per Hour: **\$33.93**

Supplemental Note: Overtime Benefit Rate - \$47.57 per hour (time & one half) \$61.21 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$49.60**

Supplemental Benefit Rate per Hour: **\$33.93**

Supplemental Note: Overtime Benefit Rate - \$47.57 per hour (time & one half) \$61.21 per hour (double time).

Field Engineer - BC Rodperson

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$32.11**

Supplemental Benefit Rate per Hour: **\$33.93**

Supplemental Note: Overtime Benefit Rate - \$47.57 per hour (time & one half) \$61.21 per hour (double time).

Overtime Description

Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
President's Day
Good Friday

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (HEAVY CONSTRUCTION)
(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations,
Engineering Structures etc.)

Field Engineer - HC Party Chief

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$72.19**

Supplemental Benefit Rate per Hour: **\$35.32**

Supplemental Note: Overtime benefit rate - \$49.53 per hour (time & one half), \$63.74 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$53.03**

Supplemental Benefit Rate per Hour: **\$35.32**

Supplemental Note: Overtime benefit rate - \$49.53 per hour (time & one half), \$63.74 per hour (double time).

Field Engineer - HC Rodperson

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$44.51**

Supplemental Benefit Rate per Hour: **\$35.32**

Supplemental Note: Overtime benefit rate - \$49.53 per hour (time & one half), \$63.74 per hour (double time).

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
Lincoln's Birthday

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (STEEL ERECTION)

Field Engineer - Steel Erection Party Chief

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$67.31**

Supplemental Benefit Rate per Hour: **\$34.82**

Supplemental Note: Overtime benefit rate - \$48.78 per hour (time & one half), \$62.74 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$52.47**

Supplemental Benefit Rate per Hour: **\$34.82**

Supplemental Note: Overtime benefit rate - \$48.78 per hour (time & one half), \$62.74 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$35.14**

Supplemental Benefit Rate per Hour: **\$34.82**

Supplemental Note: Overtime benefit rate - \$48.78 per hour (time & one half), \$62.74 per hour (double time).

Overtime Description

Time and one half the regular rate for Saturday for the first eight hours worked.

Double time the regular rate for Saturday for work performed in excess of eight hours.

Overtime

Time and one half the regular rate after an 8 hour day.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - OPERATING

Operating Engineer - Road & Heavy Construction I

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$79.03

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$126.45

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$81.79

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$130.86

Operating Engineer - Road & Heavy Construction III

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$84.39

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$135.02

Operating Engineer - Road & Heavy Construction IV

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$82.38**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: **\$57.75** overtime hours

Shift Wage Rate: **\$131.81**

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$80.77**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: **\$57.75** overtime hours

Shift Wage Rate: **\$129.23**

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$76.78**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: **\$57.75** overtime hours

Shift Wage Rate: **\$122.85**

Operating Engineer - Road & Heavy Construction VII

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$62.16**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: **\$57.75** overtime hours

Shift Wage Rate: **\$99.46**

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$48.42**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: **\$57.75** overtime hours

Shift Wage Rate: **\$60.82**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$73.05**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: **\$57.75** overtime hours

Shift Wage Rate: **\$116.88**

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$67.21**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: **\$57.75** overtime hours

Shift Wage Rate: **\$107.54**

Operating Engineer - Road & Heavy Construction XI

Compressors (Portable 3 or more in battery), Driving of Truck Mounted Compressors, Well-point Pumps, Tugger Machines Well Point Pumps, Churn Drill.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$52.38**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: **\$57.75** overtime hours

Shift Wage Rate: **\$83.81**

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$77.58**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: **\$57.75** overtime hours

Shift Wage Rate: **\$124.13**

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$75.16**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: **\$57.75** overtime hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Shift Wage Rate: \$120.26

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$71.89

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$115.02

Operating Engineer - Road & Heavy Construction XV

Compressors (Portable Single or two in Battery, not over 100 feet apart), Pumps (River Cofferdam) and Welding Machines, Push Button Machines, All Engines Irrespective of Power (Power-Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$48.73

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$77.97

Operating Engineer - Road & Heavy Construction XVI

Concrete Breaking Machines, Hoists (Single Drum), Load Masters, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$68.69

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$109.90

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$69.21

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$110.74

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2018 - 6/30/2019

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$98.99**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: **\$57.75** overtime hours
Shift Wage Rate: **\$158.38**

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$76.78**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: **\$57.75** overtime hours
Shift Wage Rate: **\$122.85**

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$74.81**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: **\$57.75** overtime hours
Shift Wage Rate: **\$119.70**

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$63.40**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: **\$57.75** overtime hours
Shift Wage Rate: **\$101.44**

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$82.02**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: **\$57.75** overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2018 - 6/30/2019

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$49.10**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: **\$57.75** overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$65.70**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: **\$57.75** overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$84.83**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: **\$57.75** overtime hours
Shift Wage Rate: **\$135.73**

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$81.54**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: **\$57.75** overtime hours
Shift Wage Rate: **\$130.46**

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$48.69**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: **\$57.75** overtime hours
Shift Wage Rate: **\$77.90**

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$46.39**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: \$57.75 overtime hours
Shift Wage Rate: **\$74.22**

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$67.78**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: \$57.75 overtime hours

Operating Engineer - Building Work II

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, Jacking System, etc.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$50.96**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: \$57.75 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$77.03**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: \$57.75 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$81.56**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: \$57.75 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$75.21**
Supplemental Benefit Rate per Hour: **\$31.85**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Note: \$57.75 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$74.43

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$59.35

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

For New House Car projects Wage Rate per Hour \$47.54

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Operating Engineer Local #14)

FLOOR COVERER

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

Floor Coverer

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$50.50

Supplemental Benefit Rate per Hour: \$45.88

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Two shifts may be utilized with the first shift working 8:00 A.M. to the end of the shift at the straight time of pay. The second shift will receive one hour at double time rate for the last hour of the shift. (eight for seven, nine for eight).

(Carpenters District Council)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

GLAZIER
(New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$45.55**

Supplemental Benefit Rate per Hour: **\$41.39**

Supplemental Note: Supplemental Benefit Overtime Rate: **\$62.10**

Overtime Description

An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay.

Overtime

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Shifts shall be any 7 hours beyond 4:00 P.M. for which the glazier shall receive 8 hours pay for 7 hours worked.

(Local #1281)

GLAZIER - REPAIR & MAINTENANCE

(For the Installation of Glass - All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

under \$141,750. Except where enumerated (i.e. plate glass windows) does not apply to non-residential buildings.)

Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non commercial buildings), Glass tinting.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$25.06

Supplemental Benefit Rate per Hour: \$21.54

Overtime

Time and one half the regular rate after an 8 hour day.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

(Local #1281)

HAZARDOUS MATERIAL HANDLER

(Removal, abatement, encapsulation or decontamination of asbestos, lead, mold, or other toxic or hazardous waste/materials)

Handler

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$36.00

Supplemental Benefit Rate per Hour: \$16.45

Overtime

Time and one half the regular rate after an 8 hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Time and one half the regular rate for Sunday.
Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Easter

Paid Holidays

None

(Local #78 and Local #12A)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$61.21**
Supplemental Benefit Rate per Hour: **\$39.46**

Overtime Description

Double time shall be paid for supplemental benefits during overtime work.
8th hour paid at time and one half.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Christmas Day

Triple time the regular rate for work on the following holiday(s).
Labor Day

Paid Holidays

None

Shift Rates

The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium. Off hour work in occupied or retail buildings may be worked on weekdays with an increment of \$1.00 per hour and eight hours pay for seven (7) hours worked. Double time will apply for over seven (7) hours worked on weekdays, weekends or holidays.

(Local #12) (BCA)

**HOUSE WRECKER
(TOTAL DEMOLITION)**

House Wrecker - Tier A

On all work sites the first, second, eleventh and every third House Wrecker thereafter will be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). Other House Wreckers may be Tier B House Wreckers.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$36.88**

Supplemental Benefit Rate per Hour: **\$29.47**

House Wrecker - Tier B

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$26.11**

Supplemental Benefit Rate per Hour: **\$21.88**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$44.40**

Supplemental Benefit Rate per Hour: **\$52.62**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter, time and one half the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

For off shift work - 8 hours pay for 7 hours of work. When two or three shifts are employed on a job, Monday through Friday, the workday for each shift shall be seven hours and paid for ten and one-half hours at the single

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

time rate. When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven hours and paid fifteen and three-quarters hours.

(Local #580)

IRON WORKER - STRUCTURAL

Iron Worker - Structural

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$50.35

Supplemental Benefit Rate per Hour: \$73.95

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #40 & #361)

LABORER
(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

Laborer

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$42.00**

Supplemental Benefit Rate per Hour: **\$42.63**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

Paid Holidays

Labor Day

Thanksgiving Day

Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

LANDSCAPING

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

Landscaper (Above 6 years experience)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$30.25
Supplemental Benefit Rate per Hour: \$16.05

Landscaper (3 - 6 years experience)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$29.25
Supplemental Benefit Rate per Hour: \$16.05

Landscaper (up to 3 years experience)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$26.75
Supplemental Benefit Rate per Hour: \$16.05

Groundperson

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$26.75
Supplemental Benefit Rate per Hour: \$16.05

Tree Remover / Pruner

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$35.25
Supplemental Benefit Rate per Hour: \$16.05

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$25.25
Supplemental Benefit Rate per Hour: \$16.05

Watering - Plant Maintainer

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$20.22

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$16.05**

Overtime Description

For all overtime work performed, supplemental benefits shall include an additional seventy-five (\$0.75) cents per hour.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Shift Rates

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

MARBLE MECHANIC

Marble Setter

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$53.63**

Supplemental Benefit Rate per Hour: **\$40.35**

Marble Finisher

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$42.21**

Supplemental Benefit Rate per Hour: **\$37.71**

Marble Polisher

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$37.99**

Supplemental Benefit Rate per Hour: **\$29.48**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime Description

Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

Overtime

Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Paid Holidays

None

(Local #7)

MASON TENDER

Mason Tender

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$38.40**
Supplemental Benefit Rate per Hour: **\$31.04**

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

The employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate. When it is not possible to conduct alteration work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)

Mason Tender Tier A

Tier A Interior Demolition Worker performs all burning, chopping, and other technically skilled tasks related to interior demolition work.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$36.44

Supplemental Benefit Rate per Hour: \$24.50

Mason Tender Tier B

Tier B Interior Demolition Worker performs manual work and work incidental to demolition work, such as loading and carting of debris from the work site to an area where it can be loaded in to bins/trucks for removal. Also performs clean-up of the site when demolition is completed.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$25.63

Supplemental Benefit Rate per Hour: \$18.82

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

(Local #79)

METALLIC LATHER

Metallic Lather

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$46.28

Supplemental Benefit Rate per Hour: \$44.92

Supplemental Note: Supplemental benefits for overtime are paid at the appropriate overtime rate.

Overtime Description

Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

Overtime

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

There will be no shift differential paid on the first shift if more than one shift is employed. The shift differential will remain \$12/hour on the second and third shift for the first eight (8) hours if worked. There will be no pyramiding on overtime worked on second and third shifts. The time and one half (1.5x) rate will be against the base wage rate, not the shift differential

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$52.70

Supplemental Benefit Rate per Hour: \$53.21

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

The first shift shall receive the straight time rate of pay. The second shift receives the straight time rate of pay plus fifteen (15%) per cent. Members of the second shift shall be allowed one half hour to eat, with this time being included in the hours of the workday established. There must be a first shift to work a second shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) per cent for weekday hours.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #740)

MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$48.85**

Supplemental Benefit Rate per Hour: **\$41.33**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$52.35 per hour.

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$47.25**

Supplemental Benefit Rate per Hour: **\$41.31**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$52.33 per hour.

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$47.25**

Supplemental Benefit Rate per Hour: **\$41.33**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$52.33 per hour.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #7)

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$42.50**

Supplemental Benefit Rate per Hour: **\$30.87**

Supplemental Note: \$ 35.50 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$45.50**

Supplemental Benefit Rate per Hour: **\$30.87**

Supplemental Note: \$ 35.50 on overtime

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(District Council of Painters #9)

PAINTER - METAL POLISHER

METAL POLISHER

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$30.58
Supplemental Benefit Rate per Hour: \$7.16

METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$31.53
Supplemental Benefit Rate per Hour: \$7.16

METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$34.08
Supplemental Benefit Rate per Hour: \$7.16

Overtime Description

All work performed on Saturdays shall be paid at time-in-a half. The exception being; for suspended scaffold work and work deemed as a construction project; an eight (8) hour shift lost during the week due to circumstances beyond the control of the employer, up to a maximum of eight (8) hours per week, may be worked on Saturday at the straight time rate.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.
Triple time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Four Days a week at Ten (10) hours straight a day.

Local 8A-28A

PAINTER - SIGN

Sign Painter

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$41.16**

Supplemental Benefit Rate per Hour: **\$16.04**

Assistant Sign Painter

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$34.97**

Supplemental Benefit Rate per Hour: **\$14.92**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Vacation

At least 1 year of employment.....1 week

2 years or more of employment.....2 weeks

8 years or more of employment.....3 weeks

(Local #8A-28A)

PAINTER - STRIPER

Striper (paint)

Effective Period: 7/1/2018 - 6/30/2019

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$35.00**

Supplemental Benefit Rate per Hour: **\$12.37**

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

Lineperson (thermoplastic)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$39.00**

Supplemental Benefit Rate per Hour: **\$12.37**

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Employees hired before April 1, 2003: 15% night shift premium differential for work commenced at 9:00 PM or later.

Vacation

Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation. Vacation must be taken during winter months. 2 Personal Days except employees hired after 4/1/12 who do not have 2 years of service.

(Local #917)

PAINTER - STRUCTURAL STEEL

Painters on Structural Steel

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$49.50**

Supplemental Benefit Rate per Hour: **\$38.83**

Painter - Power Tool

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$55.50**

Supplemental Benefit Rate per Hour: **\$38.83**

Overtime Wage Rate: \$6.00 above the "Painters on Structural Steel" overtime rate.

Overtime Description

Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Regular hourly rates plus a ten per cent (10%) differential

(Local #806)

PAPERHANGER

Paperhanger

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$44.89**

Supplemental Benefit Rate per Hour: **\$33.13**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Paid Holidays

None

Shift Rates

Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

PAVER AND ROADBUILDER

Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$46.35

Supplemental Benefit Rate per Hour: \$43.01

Supplemental Note: For time and one half overtime - \$46.89 For double overtime - \$50.76

Paver & Roadbuilder - Laborer

Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work before the installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry seal coating, maintenance of safety surfaces; play equipment installation, and other related work.

Effective Period: 7/1/2018 - 6/30/2019

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$42.48**

Supplemental Benefit Rate per Hour: **\$43.01**

Supplemental Note: For time and one half overtime - \$46.89 For double overtime - \$50.76

Production Paver & Roadbuilder - Screed Person

(Production paving is asphalt paving when using a paving machine or on a project where a paving machine is traditionally used)

Adjustment of paving machinery on production paving jobs.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$46.95**

Supplemental Benefit Rate per Hour: **\$43.01**

Supplemental Note: For time and one half overtime - \$46.89 For double overtime - \$50.76

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$46.35**

Supplemental Benefit Rate per Hour: **\$43.01**

Supplemental Note: For time and one half overtime - \$46.89 For double overtime - \$50.76

Production Paver & Roadbuilder - Shoveler

General laborer (except removal of surfaces - see Paver and Roadbuilder-Laborer) including but not limited to tamper, AC paint and liquid tar work.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$42.48**

Supplemental Benefit Rate per Hour: **\$43.01**

Supplemental Note: For time and one half overtime - \$46.89 For double overtime - \$50.76

Overtime Description

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Paid Holidays

Memorial Day
Independence Day
Labor Day
Thanksgiving Day

Shift Rates

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time.

When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 10% over the single time rate for the screed person, rakers and shovelers directly involved only. This differential is to be paid when there is only one shift and the shift works at night. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

PLASTERER

Plasterer

Effective Period: 7/1/2018 - 7/31/2018

Wage Rate per Hour: **\$45.58**

Supplemental Benefit Rate per Hour: **\$25.87**

Effective Period: 8/1/2018 - 6/30/2019

Wage Rate per Hour: **\$45.93**

Supplemental Benefit Rate per Hour: **\$26.52**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

When it is not possible to conduct work during regular working hours (between 6:30am and 4:30pm), a shift differential shall be paid at the regular hourly rate plus a twelve per cent (12%) per hour differential. Workers on shift work shall be allowed a paid one-half hour meal break.

(Local #262)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$38.40**

Supplemental Benefit Rate per Hour: **\$31.04**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Mason Tenders District Council)

PLUMBER

Plumber

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$68.40**

Supplemental Benefit Rate per Hour: **\$33.80**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Plumber - Temporary Services

Temporary Services - When there are no Plumbers on the job site, there may be three shifts designed to cover the entire twenty-four hour period, including weekends if necessary, at the following rate straight time.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$54.80**

Supplemental Benefit Rate per Hour: **\$26.96**

Overtime Description

Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is \$1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

Overtime

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Shift work, when directly specified in public agency or authority documents where plumbing contract is \$8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)
(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Plumber

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$41.55

Supplemental Benefit Rate per Hour: \$16.61

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Plumbers Local # 1)

PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

Effective Period: 7/1/2018 - 6/30/2019

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$47.47**

Supplemental Benefit Rate per Hour: **\$24.36**

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday.

50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER: PUMP & TANK

Oil Trades (Installation and Maintenance)

Plumber - Pump & Tank

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$65.65**

Supplemental Benefit Rate per Hour: **\$25.06**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER (Exterior Building Renovation)

Journey person

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$52.57**

Supplemental Benefit Rate per Hour: **\$25.80**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

ROOFER

Roofer

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$42.50

Supplemental Benefit Rate per Hour: \$33.37

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$49.65**

Supplemental Benefit Rate per Hour: **\$49.15**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Sheet Metal Worker - Fan Maintenance

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$39.72**

Supplemental Benefit Rate per Hour: **\$49.15**

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$12.90**

Supplemental Benefit Rate per Hour: **\$8.07**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Work that can only be performed outside regular working hours (eight hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate.
Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays.

(Local #28)

SHEET METAL WORKER - SPECIALTY (Decking & Siding)

Sheet Metal Specialty Worker

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$45.26**

Supplemental Benefit Rate per Hour: **\$25.66**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(Local #28)

SHIPYARD WORKER

Shipyard Mechanic - First Class

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$28.19**

Supplemental Benefit Rate per Hour: **\$3.03**

Shipyard Mechanic - Second Class

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$20.87**

Supplemental Benefit Rate per Hour: **\$2.75**

Shipyard Laborer - First Class

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$21.89**

Supplemental Benefit Rate per Hour: **\$2.79**

Shipyard Laborer - Second Class

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$15.71**

Supplemental Benefit Rate per Hour: **\$2.55**

Shipyard Dockhand - First Class

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$21.57**

Supplemental Benefit Rate per Hour: **\$2.78**

Shipyard Dockhand - Second Class

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$16.96**

Supplemental Benefit Rate per Hour: **\$2.60**

Overtime Description

Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Double time the regular rate for Sunday.
Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Based on Survey Data

SIGN ERECTOR
(Sheet Metal, Plastic, Electric, and Neon)

Sign Erector

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$48.50
Supplemental Benefit Rate per Hour: \$52.89

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

STEAMFITTER

Steamfitter I

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$57.25**

Supplemental Benefit Rate per Hour: **\$55.79**

Supplemental Note: Overtime supplemental benefit rate: \$110.84

Steamfitter -Temporary Services

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$43.51**

Supplemental Benefit Rate per Hour: **\$45.22**

Overtime

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Work performed between 3:30 P.M. and 7:00 A.M. and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate and paid at the overtime supplemental benefit rate above.

Steamfitter II

For heating, ventilation, air conditioning and mechanical public work contracts with a dollar value not to exceed \$15,000,000 and for fire protection/sprinkler public work contracts not to exceed \$1,500,000.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$57.25**

Supplemental Benefit Rate per Hour: **\$55.79**

Supplemental Note: Overtime supplemental benefit rate: **\$110.84**

Steamfitter -Temporary Services

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$43.51**

Supplemental Benefit Rate per Hour: **\$45.22**

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a thirty percent premium together with fringe benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

Local #638

**STEAMFITTER - REFRIGERATION AND AIR CONDITIONER
(Maintenance and Installation Service Person)**

Refrigeration and Air Conditioner Mechanic

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$41.50

Supplemental Benefit Rate per Hour: \$16.56

Refrigeration and Air Conditioner Service Person V

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$34.10

Supplemental Benefit Rate per Hour: \$14.80

Refrigeration and Air Conditioner Service Person IV

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$28.25

Supplemental Benefit Rate per Hour: \$13.36

Refrigeration and Air Conditioner Service Person III

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$24.24

Supplemental Benefit Rate per Hour: \$12.29

Refrigeration and Air Conditioner Service Person II

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2018 - 6/30/2019

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$20.10**

Supplemental Benefit Rate per Hour: **\$11.29**

Refrigeration and Air Conditioner Service Person I

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$14.71**

Supplemental Benefit Rate per Hour: **\$10.12**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Christmas Day

Double time and one half the regular rate for work on the following holiday(s).

Martin Luther King Jr. Day

President's Day

Memorial Day

Columbus Day

Paid Holidays

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

(Local #638B)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

STONE MASON - SETTER

Stone Mason - Setter

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$53.62**

Supplemental Benefit Rate per Hour: **\$41.65**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

Shift Rates

For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

TAPER

Drywall Taper

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$47.82**

Supplemental Benefit Rate per Hour: **\$25.61**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

(Local #1974)

TELECOMMUNICATION WORKER

(Install/maintain/repair telecommunications cables carrying data, video, and/or voice except for installation on building construction/alteration/renovation projects. Locate & mark underground telecommunications cables and utilities for street excavation.)

Telecommunication Worker

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$43.66

Supplemental Benefit Rate per Hour: \$23.15

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$22.84 for Staten Island only.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Paid Holidays

New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

Shift Rates

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

Vacation

After 6 months.....one week.
After 12 months but less than 7 years.....two weeks.
After 7 or more but less than 15 years.....three weeks.
After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$41.77

Supplemental Benefit Rate per Hour: \$30.87

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

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
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TILE LAYER - SETTER

Tile Layer - Setter

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$53.98

Supplemental Benefit Rate per Hour: \$35.38

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Day after Thanksgiving
Christmas Day

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TIMBERPERSON

Timberperson

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$49.10**

Supplemental Benefit Rate per Hour: **\$49.97**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Local #1536)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$62.37**
Supplemental Benefit Rate per Hour: **\$52.39**

Tunnel Workers (Compressed Air Rates)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$60.21**
Supplemental Benefit Rate per Hour: **\$50.65**

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$59.11**
Supplemental Benefit Rate per Hour: **\$49.74**

Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$58.04**
Supplemental Benefit Rate per Hour: **\$48.81**

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$58.04**
Supplemental Benefit Rate per Hour: **\$48.81**

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$50.87**
Supplemental Benefit Rate per Hour: **\$46.11**

Blasters (Free Air Rates)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$59.52**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$50.03

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$56.97

Supplemental Benefit Rate per Hour: \$47.89

All Others (Free Air Rates)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$52.63

Supplemental Benefit Rate per Hour: \$44.29

Microtunneling (Free Air Rates)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$45.58

Supplemental Benefit Rate per Hour: \$38.31

Overtime Description

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, or for Saturday, or for Sunday. Double time the regular rate for work on a holiday.

For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

(Local #147)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

WELDER

**TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE
PERFORMING THE WORK.**

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE**

ARTICLE 8 – NYC PUBLIC WORKS

**OFFICE OF THE COMPTROLLER
CITY OF NEW YORK**

**CONSTRUCTION APPRENTICE
PREVAILING WAGE SCHEDULE**

Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be paid at the apprentice rates in this schedule. Apprentices who are not so registered must be paid as journey persons in accordance with the trade classification of the work they actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

TABLE OF CONTENTS

<u>CLASSIFICATION</u>	<u>PAGE</u>
BOILERMAKER.....	3
BRICKLAYER.....	4
CARPENTER.....	5
CARPENTER - HIGH RISE CONCRETE FORMS	5
CEMENT MASON.....	6
CEMENT AND CONCRETE WORKER.....	7
DERRICKPERSON & RIGGER (STONE).....	7
DOCKBUILDER/PILE DRIVER.....	8
ELECTRICIAN	9
ELEVATOR CONSTRUCTOR	11
ELEVATOR REPAIR & MAINTENANCE.....	11
ENGINEER	12
ENGINEER - OPERATING	13
FLOOR COVERER.....	13
GLAZIER	14
HAZARDOUS MATERIAL HANDLER.....	15
HEAT & FROST INSULATOR	15
HOUSE WRECKER	16
IRON WORKER - ORNAMENTAL.....	17
IRON WORKER - STRUCTURAL.....	17
LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON).....	18
MARBLE MECHANICS	19
MASON TENDER	20
METALLIC LATHER.....	21
MILLWRIGHT	22
PAINTER	22
PAINTER - METAL POLISHER	23
PAINTER - STRUCTURAL STEEL.....	24
PAVER AND ROADBUILDER.....	24
PLASTERER	25
PLASTERER - TENDER.....	26
PLUMBER	27
POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER.....	28
ROOFER.....	29
SHEET METAL WORKER.....	29
SIGN ERECTOR.....	30
STEAMFITTER.....	32
STONE MASON - SETTER.....	32
TAPER.....	33
TILE LAYER - SETTER	34
TIMBERPERSON	35

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: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$31.26

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 70% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$33.02

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 75% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$34.78

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$36.56

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 85% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$38.32

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 90% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$40.09

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 95% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$41.84

(Local #5)

BRICKLAYER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Second 750 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 95% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$18.80

(Bricklayer District Council)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

CARPENTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.54

Carpenter (Second Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.54

Carpenter (Third Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.54

Carpenter (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.54

(Carpenters District Council)

CARPENTER - HIGH RISE CONCRETE FORMS

(Ratio of Apprentice to Journeyman: 1 to 1, 2 to 5)

Carpenter - High Rise (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$17.52

Supplemental Benefit Rate per Hour: \$16.20

Carpenter - High Rise (Second Year)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$23.95
Supplemental Benefit Rate per Hour: \$16.33

Carpenter - High Rise (Third Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$30.53
Supplemental Benefit Rate per Hour: \$16.46

Carpenter - High Rise (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$38.15
Supplemental Benefit Rate per Hour: \$16.61

(Carpenters District Council)

CEMENT MASON
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Cement Mason (First Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

Cement Mason (Second Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

Cement Mason (Third Year)

Effective Period: 7/1/2018 - 6/30/2019
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: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$17.75

Cement & Concrete Worker (Second 1333 hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$23.03

Cement & Concrete Worker (Last 1334 hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$24.30

Cement & Concrete Worker (Hired after 2/6/2016 - First 1334 hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: \$16.96
Supplemental Benefit Rate Per Hour: \$11.80

Cement & Concrete Worker (Hired after 2/6/2016 - Second 1334 hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: \$22.08
Supplemental Benefit Rate Per Hour: \$16.49

Cement & Concrete Worker (Hired after 2/6/2016 - Last 1334 hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: \$27.20
Supplemental Benefit Rate Per Hour: \$17.33

(Cement Concrete Workers District Council)

DERRICKPERSON & RIGGER (STONE)
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: 50% of Journeyperson's rate

Derrickperson & Rigger (stone) - Second Year: 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

Derrickperson & Rigger (stone) - Second Year: 2nd Six Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

Derrickperson & Rigger (stone) - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

(Local #197)

DOCKBUILDER/PILE DRIVER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Dockbuilder/Pile Driver (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$33.54

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$33.54

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2018 - 6/30/2019

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$33.54

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$33.54

(Carpenters District Council)

ELECTRICIAN
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Electrician (First Term: 0-6 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$14.50
Supplemental Benefit Rate per Hour: \$12.63
Overtime Supplemental Rate Per Hour: \$13.58

Electrician (First Term: 7-12 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$15.50
Supplemental Benefit Rate per Hour: \$13.14
Overtime Supplemental Rate Per Hour: \$14.16

Electrician (Second Term: 0-6 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$16.50
Supplemental Benefit Rate per Hour: \$13.64
Overtime Supplemental Rate Per Hour: \$14.73

Electrician (Second Term: 7-12 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$17.50
Supplemental Benefit Rate per Hour: \$14.15
Overtime Supplemental Rate Per Hour: \$15.31

Electrician (Third Term: 0-6 Months)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$18.50
Supplemental Benefit Rate per Hour: \$14.66
Overtime Supplemental Rate Per Hour: \$15.88

Electrician (Third Term: 7-12 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$19.50
Supplemental Benefit Rate per Hour: \$15.17
Overtime Supplemental Rate Per Hour: \$16.45

Electrician (Fourth Term: 0-6 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$20.50
Supplemental Benefit Rate per Hour: \$15.68
Overtime Supplemental Rate Per Hour: \$17.03

Electrician (Fourth Term: 7-12 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$22.50
Supplemental Benefit Rate per Hour: \$16.70
Overtime Supplemental Rate Per Hour: \$18.18

Electrician (Fifth Term: 0-12 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$24.50
Supplemental Benefit Rate per Hour: \$20.30
Overtime Supplemental Rate Per Hour: \$21.84

Electrician (Fifth Term: 13-18 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$29.00
Supplemental Benefit Rate per Hour: \$22.65
Overtime Supplemental Rate Per Hour: \$24.47

Overtime Description

Overtime Wage paid at time and one half the regular rate

(Local #3)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

ELEVATOR CONSTRUCTOR

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Elevator (Constructor) - First Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$30.89

Elevator (Constructor) - Second Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$31.38

Elevator (Constructor) - Third Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$32.36

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$33.34

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Per Hour: \$30.82

Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Benefit Per Hour: \$31.30

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: \$32.26

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: \$33.23

(Local #1)

ENGINEER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$25.38
Supplemental Benefit Rate per Hour: \$25.53

Engineer - Second Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$31.72
Supplemental Benefit Rate per Hour: \$25.53

Engineer - Third Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$34.89
Supplemental Benefit Rate per Hour: \$25.53

Engineer - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$38.06
Supplemental Benefit Rate per Hour: \$25.53

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

(Local #15)

ENGINEER - OPERATING

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 40% of Journeyman's Rate

Supplemental Benefit Per Hour: \$21.60

Operating Engineer - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyman's Rate

Supplemental Benefit Per Hour: \$21.60

Operating Engineer - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 60% of Journeyman's Rate

Supplemental Benefit Per Hour: \$21.60

(Local #14)

FLOOR COVERER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Floor Coverer (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Rate Per Hour: \$31.14

Floor Coverer (Second Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: \$31.14

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Floor Coverer (Third Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$31.14

Floor Coverer (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$31.14

(Carpenters District Council)

GLAZIER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$15.66

Glazier (Second Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$25.76

Glazier (Third Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$29.02

Glazier (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$35.07

(Local #1281)

HAZARDOUS MATERIAL HANDLER
(Ratio of Apprentice Journeyman: 1 to 1, 1 to 3)

Handler (First 1000 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 78% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$14.25

Handler (Second 1000 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$14.25

Handler (Third 1000 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 83% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$14.25

Handler (Fourth 1000 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 89% of 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: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 70% of Journeyman's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #12)

**HOUSE WRECKER
(TOTAL DEMOLITION)
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)**

House Wrecker - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$21.17

Supplemental Benefit Rate per Hour: \$18.79

House Wrecker - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$22.32

Supplemental Benefit Rate per Hour: \$18.79

House Wrecker - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$23.97

Supplemental Benefit Rate per Hour: \$18.79

House Wrecker - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$26.53

Supplemental Benefit Rate per Hour: \$18.79

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Iron Worker (Ornamental) - 1st Ten Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$40.20

Iron Worker (Ornamental) - 11 -16 Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$41.44

Iron Worker (Ornamental) - 17 - 22 Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$42.68

Iron Worker (Ornamental) - 23 - 28 Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Rate Per Hour: \$45.17

Iron Worker (Ornamental) - 29 - 36 Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$47.65

(Local #580)

IRON WORKER - STRUCTURAL

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$26.27
Supplemental Benefit Rate per Hour: \$51.18

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$26.87
Supplemental Benefit Rate per Hour: \$51.18

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$27.47
Supplemental Benefit Rate per Hour: \$51.18

(Local #40 and #361)

LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)

(Ratio Apprentice to Journeyman: 1 to 1, 1 to 3)

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First 1000 hours

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$42.63

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$42.63

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours

Effective Period: 7/1/2018 - 6/30/2019

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$42.63

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Fourth 1000 hours**

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Rate Per Hour: \$42.63

(Local #731)

MARBLE MECHANICS

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Cutters & Setters - First 750 Hours

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Cutters & Setters - Second 750 Hours

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

Cutters & Setters - Sixth 750 Hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 95% of Journeyman's rate

Polishers & Finishers - First 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Polishers & Finishers - Second 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Polishers & Finishers - Third 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

Polishers & Finishers - Fourth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 90% of Journeyman's rate

(Local #7)

MASON TENDER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Mason Tender - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$21.39

Supplemental Benefit Rate per Hour: \$19.90

Mason Tender - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$22.54

Supplemental Benefit Rate per Hour: \$19.90

Mason Tender - Third Year

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$24.29**

Supplemental Benefit Rate per Hour: **\$19.95**

Mason Tender - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$26.95**

Supplemental Benefit Rate per Hour: **\$19.95**

(Local #79)

METALLIC LATHER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metallic Lather (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$26.38**

Supplemental Benefit Rate per Hour: **\$14.96**

Metallic Lather (Second Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$30.38**

Supplemental Benefit Rate per Hour: **\$16.96**

Metallic Lather (Third Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$35.38**

Supplemental Benefit Rate per Hour: **\$18.92**

Metallic Lather (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$37.38**

Supplemental Benefit Rate per Hour: **\$19.92**

(Local #46)

MILLWRIGHT

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Millwright (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$28.33**

Supplemental Benefit Rate per Hour: **\$34.28**

Millwright (Second Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$33.48**

Supplemental Benefit Rate per Hour: **\$37.88**

Millwright (Third Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$38.63**

Supplemental Benefit Rate per Hour: **\$42.13**

Millwright (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$48.93**

Supplemental Benefit Rate per Hour: **\$48.69**

(Local #740)

PAINTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$17.00**

Supplemental Benefit Rate per Hour: **\$14.46**

Painter - Brush & Roller - Second Year

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$21.25**

Supplemental Benefit Rate per Hour: **\$18.63**

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$25.50**

Supplemental Benefit Rate per Hour: **\$21.86**

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$34.00**

Supplemental Benefit Rate per Hour: **\$27.88**

(District Council of Painters)

PAINTER - METAL POLISHER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Metal Polisher (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$13.00**

Supplemental Benefit Rate per Hour: **\$5.13**

Metal Polisher (Second Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$13.00**

Supplemental Benefit Rate per Hour: **\$5.13**

Metal Polisher (Third Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$15.75**

Supplemental Benefit Rate per Hour: **\$5.13**

(Local 8A-28)

PAINTER - STRUCTURAL STEEL
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Painters - Structural Steel (First Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Painters - Structural Steel (Second Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #806)

PAVER AND ROADBUILDER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$28.36
Supplemental Benefit Rate per Hour: \$20.30

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$30.00
Supplemental Benefit Rate per Hour: \$20.30

(Local #1010)

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: 7/1/2018 - 7/31/2018
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$13.43

Effective Period: 8/1/2018 - 6/30/2019
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$13.88

Plasterer - First Year: 2nd Six Months

Effective Period: 7/1/2018 - 7/31/2018
Wage Rate Per Hour: 45% of Journeyman's rate
Supplemental Rate Per Hour: \$13.91

Effective Period: 8/1/2018 - 6/30/2019
Wage Rate Per Hour: 45% of Journeyman's rate
Supplemental Rate Per Hour: \$14.36

Plasterer - Second Year: 1st Six Months

Effective Period: 7/1/2018 - 7/31/2018
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$15.88

Effective Period: 8/1/2018 - 6/30/2019
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$16.44

Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2018 - 7/31/2018
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$16.96

Effective Period: 8/1/2018 - 6/30/2019
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$17.53

Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2018 - 7/31/2018
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Rate Per Hour: \$19.13

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 8/1/2018 - 6/30/2019
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$19.72

Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2018 - 7/31/2018
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$20.21

Effective Period: 8/1/2018 - 6/30/2019
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$20.81

(Local #530)

PLASTERER - TENDER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plasterer Tender - First Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$21.39
Supplemental Benefit Rate per Hour: \$19.90

Plasterer Tender - Second Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$22.54
Supplemental Benefit Rate per Hour: \$19.90

Plasterer Tender - Third Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$24.29
Supplemental Benefit Rate per Hour: \$19.95

Plasterer Tender - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$26.95
Supplemental Benefit Rate per Hour: \$19.95

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

(Local #79)

PLUMBER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$16.28**

Supplemental Benefit Rate per Hour: **\$5.43**

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$19.28**

Supplemental Benefit Rate per Hour: **\$6.43**

Plumber - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$26.93**

Supplemental Benefit Rate per Hour: **\$18.10**

Plumber - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$29.03**

Supplemental Benefit Rate per Hour: **\$18.10**

Plumber - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$31.88**

Supplemental Benefit Rate per Hour: **\$18.10**

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$33.28**

Supplemental Benefit Rate per Hour: **\$18.10**

Plumber - Fifth Year: 2nd Six Months

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$45.35**
Supplemental Benefit Rate per Hour: **\$18.10**

(Plumbers Local #1)

**POINTER, WATERPROOFER, CAULKER, SANDBLASTER,
STEAMBLASTER**
(Exterior Building Renovation)
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - First Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$25.89**
Supplemental Benefit Rate per Hour: **\$13.64**

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Second Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$28.97**
Supplemental Benefit Rate per Hour: **\$18.15**

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Third Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$34.12**
Supplemental Benefit Rate per Hour: **\$20.90**

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$41.33**
Supplemental Benefit Rate per Hour: **\$21.60**

(Bricklayer District Council)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

ROOFER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Roofer - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 35% of Journeyman's Rate

Supplemental Rate Per Hour: 20% of Journeyman's Rate

Roofer - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

Roofer - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

Roofer - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 75% of Journeyman's Rate

(Local #8)

SHEET METAL WORKER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Sheet Metal Worker (0-6 Months)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 25% of Journeyman's rate

Supplemental Rate Per Hour: \$6.45

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 35% of Journeyman's rate

Supplemental Rate Per Hour: \$18.07

Sheet Metal Worker (19-30 Months)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$24.76

Sheet Metal Worker (31-36 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$29.17

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$29.17

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$35.85

Sheet Metal Worker (49-54 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$35.85

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$40.30

(Local #28)

SIGN ERECTOR

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: \$15.28

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$17.33

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 45% of Journeyman's rate
Supplemental Rate Per Hour: \$19.38

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$21.45

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$28.98

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$31.53

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$34.80

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Rate Per Hour: \$37.43

Sign Erector - Fifth Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$40.03

Sign Erector - Sixth Year

Effective Period: 7/1/2018 - 6/30/2019

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$42.63

(Local #137)

STEAMFITTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate and Supplemental Per Hour: 40% of Journeyman's rate

Steamfitter - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate and Supplemental Rate Per Hour: 50% of Journeyman's rate.

Steamfitter - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate and Supplemental Rate per Hour: 65% of Journeyman's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyman's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate and Supplemental Rate Per Hour: 85% of Journeyman's rate.

(Local #638)

STONE MASON - SETTER

(Ratio Apprentice of Journeyman: 1 to 1, 1 to 2)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Third 750 Hours

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fourth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fifth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Sixth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 100% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

(Bricklayers District Council)

TAPER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Drywall Taper - First Year

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Drywall Taper - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Drywall Taper - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #1974)

TILE LAYER - SETTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 95% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

(Local #7)

TIMBERPERSON

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Timberperson - First Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.19

Timberperson - Second Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.19

Timberperson - Third Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.19

Timberperson - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.19

(Local #1536)



Leonard A. Mancusi
SENIOR ASSISTANT COMPTROLLER

THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
1 CENTRE STREET ROOM 1120
NEW YORK, N.Y. 10007-2341

TELEPHONE: (212) 669-3622
FAX NUMBER: (212) 669-8499

ALAN G. HEVESI
COMPTROLLER

MEMORANDUM

November 6, 2000

To Agency Chief Contracting Officers

From: Leonard A. Mancusi 

Re: Security at Construction Sites

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

prevailing wages, we suggest that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.

As always, your cooperation is appreciated.

LAM:er
ACCO.SECURITY AT SITES



**Department of
Design and
Construction**

**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 2 OF 3

PROJECT ID: MIBBNC003

**INSTALLATION OF STORM AND SANITARY SEWERS AND
REPLACEMENT OF WATER MAINS IN MASON AVENUE, ETC.**

**Together With the Construction of BMPs and All Work
Incidental Thereto
BOROUGH OF STATEN ISLAND
CITY OF NEW YORK**

Contractor.

Dated _____, 20____



Department of
Design and
Construction

INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

VOLUME 2 OF 3

PROJECT ID: MIBBNC003

INSTALLATION OF STORM AND SANITARY SEWERS AND
REPLACEMENT OF WATER MAINS IN MASON AVENUE, ETC.

Together With the Construction of BMPs and All Work
Incidental Thereto
BOROUGH OF STATEN ISLAND
CITY OF NEW YORK

NYCC JPL JV

Contractor.

Dated June 28th, 2019

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY

Acting Corporation Counsel

1/30/18

Dated January 30, 2018



**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 3 OF 3

**SCHEDULE A
SPECIFICATIONS AND
REVISIONS TO STANDARD SPECIFICATIONS**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: MIBBNC003

**INSTALLATION OF STORM AND SANITARY SEWERS AND
REPLACEMENT OF WATER MAINS IN MASON AVENUE, ETC.**

**Together With the Construction of BMPs and All Work Incidental
Thereo
BOROUGH OF STATEN ISLAND
CITY OF NEW YORK**



FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

PREPARED BY: IN-HOUSE DESIGN

DECEMBER 26, 2017

VOLUME 3 OF 3

TABLE OF CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
	Specifications and Standards of New York City	1 to 2
SCHEDULE A	GENERAL CONDITIONS TO CONSTRUCTION CONTRACT	SA-1 to SA-12
R – PAGES	REVISIONS TO STANDARD SPECIFICATIONS	R-1 to R-2
SW – PAGES	SEWER AND WATER MAIN REVISIONS TO SPECIFICATIONS	SW-1 to SW-7
EP7-PAGES	GAS COST SHARING (EP-7) STANDARD SPECIFICATIONS	EP7-1 TO EP7-28B
JB-PAGES	JOINT BID	JB-1 TO JB-61
USDA-PAGES	U.S. DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE PROJECTS	USDA-1 TO USDA-2
HAZ-PAGES	SPECIFICATIONS FOR HANDLING, TRANSPORTATION AND DISPOSAL OF NONHAZARDOUS AND POTENTIALLY HAZARDOUS CONTAMINATED MATERIALS	HAZ-1 to HAZ-66
BMP-PAGES	SPECIFICATIONS FOR CONSTRUCTION OF BEST MANAGEMENT PRACTICE (BMP) AND MITIGATION AREA	BMP-1 TO BMP-223

(NO TEXT ON THIS PAGE)

SPECIFICATIONS AND STANDARDS OF NEW YORK CITY

The following New York City Department of Transportation (NYCDOT) reference documents are available online at: <http://www1.nyc.gov/site/ddc/resources/publications.page> or for purchase between 9:00 A.M. and 3:00 P.M. at 55 Water St., Ground Floor, NYC, N.Y. 10041. Contact: Ms Vivian Valdez, Tel. (212) 839-9434

1. NYCDOT Standard Highway Specifications, August 1, 2015
2. NYCDOT Standard Highway Details of Construction, July 1, 2010
3. NYCDOT Division of Street Lighting Specifications
4. NYCDOT Division of Street Lighting Standard Drawings
5. NYCDOT Standard Specifications for Traffic Signals
6. NYCDOT Standard Drawings for Traffic Signals

The following reference documents for New York City Department of Environmental Protection (NYCDEP) are available online at: <http://www1.nyc.gov/site/ddc/resources/publications.page> or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101.

Contact: Mr. Nader Soliman, Tel. (718) 391-1179

1. NYCDEP Standard Sewer and Water Main Specifications, July 1, 2014
2. NYCDEP Instructions for Concrete Specifications, Jan. 92
3. NYCDEP General Specification 11-Concrete, November 1991
4. NYCDEP Sewer Design Standards, (September 2007) Revised January 2009

The following reference documents for New York City Department of Environmental Protection (NYCDEP) are available online at: <http://www1.nyc.gov/site/ddc/resources/publications.page> or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101.

Contact: Mr. Robert Kuhlmann, Tel. (718) 391-2145

1. NYCDEP Water Main Standard Drawings, November 2010
2. Specifications for Trunk Main Work, July 2014
3. Standard Design and Guidelines for Green Infrastructure Practices, latest version, available only online at: http://www.nyc.gov/html/dep/html/stormwater/green_infrastructure_standards.shtml

Water main work material specifications are available at the Department of Environmental Protection, 59-17 Junction Boulevard, 3rd Floor Low-Rise Building, Flushing, N.Y. 11373-5108.

Contact: Mr. Tarlock Sahansra, P.E., Tel. (718) 595-5302

E-mail: TSAHANSRA@DEP.NYC.GOV

Standard Specifications and Drawings for New York City Fire Department Communications facilities of New York City are available online at <https://www1.nyc.gov/assets/fdny/downloads/pdf/about/fdny-plant-operations-standard-drawings-specifications.pdf> or for pick up from the FDNY Facilities Management Bureau, Plant Operations Engineering, 316 Sgt. Beers Avenue Cluster 1 Box 16, Fort Totten, N.Y. 11359.

Contact: Mr. Ed Durkin, Tel. (718) 281-3933

Tree Planting Standards of the City of New York Parks & Recreation are available at the following Department of Parks & Recreation website:

<http://www.nycgovparks.org/pagefiles/53/Tree-Planting-Standards.pdf>

SPECIFICATIONS AND STANDARDS OF PRIVATE UTILITIES

The Following reference document for Private Utility Work is available for pick up between 8:30 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, First Floor Bid Procurement Room, L.I.C., N.Y. 11101.

1. CET SPECIFICATIONS AND SKETCHES dated November 2010

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

<p align="center"><u>INFORMATION FOR BIDDERS SECTION 26 BID SECURITY</u></p> <p>The Contractor shall obtain a bid security in the amount indicated to the right.</p>	<p>Required provided the TOTAL BID PRICE set forth on the Bid Form is \$1,000,000. or more.</p> <p>Certified Check: 2% of Bid Amount or Bond: 10% of Bid Amount</p>
<p align="center"><u>INFORMATION FOR BIDDERS SECTION 26 PERFORMANCE AND PAYMENT BONDS</u></p> <p>The Contractor shall obtain performance and payment bonds in the amount indicated to the right.</p>	<p>Required for contracts in the amount of \$1,000,000 or more.</p> <p>Performance Security and Payment Security shall each be in an amount equal to 100% of the Contract Price.</p>
<p align="center"><u>INFORMATION FOR BIDDERS DEPARTMENT OF DESIGN AND CONSTRUCTION SAFETY REQUIREMENTS</u></p> <p>The Contractor shall provide the safety personnel as indicated to the right.</p>	<p><input checked="" type="checkbox"/> Project Safety Representative</p> <p><input type="checkbox"/> Dedicated, full-time Project Safety Manager</p>
<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>35</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 align="center">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 align="center">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 align="center">Eighteen (18) Months, excluding trees. 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 align="center">Addenda, numbered: <u>4</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 align="center">Amount for which the Contract was Awarded: <u>Thirty-Three Million, Five Hundred Thousand</u> Dollars (\$ <u>33,500,000.00</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 align="center">See M/WBE Utilization Plan in the Bid Booklet</p>

<p align="center"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 6.40</u> <u>LIQUIDATED DAMAGES FOR ENGINEER'S FIELD OFFICE</u></p> <p>If the Contractor fails to satisfactorily provide the field office and all equipment specified in Section 6.40 - Engineer's Field Office, and/or if a cited deficiency exceed seventy two (72) hours after notice from the Engineer in writing, or is permitted to recur, liquidated damages will be assessed in the amount specified herein for each subsequent calendar day or part thereof that a cited deficiency resulting in nonpayment, as described in Section 6.40.5, is not corrected.</p>	<p>\$ <u>500.00</u> for each calendar day of deficiency</p>
<p align="center"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 6.70</u> <u>LIQUIDATED DAMAGES FOR MAINTENANCE AND PROTECTION OF TRAFFIC</u></p>	<p>\$ <u>250.00</u> for each instance of failure to comply with the Maintenance and Protection of Traffic requirements within three (3) hours after written notice from the Engineer.</p> <p>\$ <u>500.00</u> for each and every hour of failing to open the entire width of roadway to traffic the morning following a night/weekend work operation.</p>
<p align="center"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 7.13</u> <u>LIQUIDATED DAMAGES FOR MAINTENANCE OF SITE</u></p> <p>If the Contractor fails to comply, within three (3) consecutive hours after written notice from the Engineer, with the requirements of Section 7.13 - Maintenance of Site, the Contractor shall pay to the City of New York, until such notice has been complied with or rescinded, the sum specified above per calendar day, for each instance of such failure, as liquidated damages and not as a penalty, for such default.</p>	<p>\$ <u>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 1095 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. Consolidated Edison 4. National Grid 5. Verizon

<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Workers' Compensation Art. 22.1.2 <input checked="" type="checkbox"/> Disability Benefits Insurance Art. 22.1.2 <input checked="" type="checkbox"/> Employers' Liability Art. 22.1.2 <input type="checkbox"/> Jones Act Art. 22.1.3 <input type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3 	<p>Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.</p> <p>Note: The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (4) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance.</p> <p>Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. Law.</p> <p><input type="checkbox"/> Additional Requirements:</p>
<ul style="list-style-type: none"> <input type="checkbox"/> Builders' Risk Art. 22.1.4 	<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><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: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>
<p><input type="checkbox"/> Marine Protection and Indemnity Art. 22.1.7(a)</p>	<p>\$ _____ each occurrence \$ _____ aggregate</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>
<p><input type="checkbox"/> Hull and Machinery Insurance Art. 22.1.7(b)</p>	<p>\$ _____ per occurrence \$ _____ aggregate</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>

<p><input type="checkbox"/> Marine Pollution Liability Art. 22.1.7(c)</p>	<p>\$ <u>1,000,000</u> per occurrence \$ <u>1,000,000</u> aggregate</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>
<p>[OTHER] Art. 22.1.8</p> <p><input type="checkbox"/> Railroad Protection Liability Policy</p> <p>(ISO-RIMA or equivalent form) approved by Permitter covering the work to be performed at the designated site and affording protection for damages arising out of bodily injury or death, physical damage to or destruction of property, including damage to the Insured's own property and conforming to the following:</p> <ul style="list-style-type: none"> • Policy Endorsement CG 28 31 - Pollution Exclusion Amendment is required to be endorsed onto the policy when environmental-related work and/or exposures exist. • Indicate the Name and address of the Contractor to perform the work, the Contract # and the name of the railroad property where the work is being performed and the Agency Permit. • Evidence of Railroad Protective Liability Insurance, must be provided in the form of the <u>Original Policy. A detailed Insurance Binder (ACORD or Manuscript Form) will be accepted pending issuance of the Original Policy, which must be provided within 30 days of the Binder Approval.</u> 	<p>\$ <u>2,000,000</u> per occurrence \$ <u>6,000,000</u> annual aggregate</p> <p>Named Insureds:</p> <ol style="list-style-type: none"> 1. New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), the Staten Island Rapid Transit Operation Authority (SIRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner) and all other indemnified parties. 2. The AMTRAK, its subsidiaries and affiliated companies.

[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

(NO FURTHER TEXT ON THIS PAGE)

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

(NO FURTHER TEXT THIS PAGE)

NOTICE

The Standard Sewer And Water Main Specifications of the Department of Environmental Protection (dated July 1, 2014), Sewer Design Standards of the Department of Environmental Protection (dated September 2007) Revised January 2009), Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), Specifications For Trunk Main Work of the Department of Environmental Protection (dated July 2014) and the Standard Highway Specifications (Volumes I and II) of the Department of Transportation (dated August 1, 2015) of The City of New York, shall be included as part of the contract documents. These said specifications and standard drawings are hereby revised under the following section headings:

- A. NOTICE TO BIDDERS
- B. AMENDMENTS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS
- C. AMENDMENTS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

(NO TEXT ON THIS PAGE)

A. NOTICE TO BIDDERS

- (1) (A) The Contractor is advised that copies of the Standard Sewer and Water Main Specifications (dated July 1, 2014), Sewer Design Standards (dated (September 2007) Revised January 2009), Specifications For Trunk Main Work (dated July 2014) and Water Main Standard Drawings (latest revisions) are available to all prospective bidders at no cost upon presentation of receipt of purchase of Bid Package at the following location:

Department of Design and Construction
Division of Infrastructure
Design Services, Specifications, 3rd Floor
30-30 Thomson Avenue
Long Island City, NY 11101

- (B) The Contractor is advised that copies of the Standard Highway Specifications (Volume I and II) (dated August 1, 2015), Standard Highway Details of Construction (latest revisions), Division of Street Lighting Specifications (latest revisions), Division of Street Lighting Standard Drawings (latest revisions), Standard Specifications for Traffic Signals (latest revisions), and Standard Drawings for Traffic Signals (latest revisions) are available to all prospective bidders for a fee at the following location:

Department of Transportation
55 Water Street, Ground Floor
New York City, NY 10041

- (2) The Contractor is notified that a Notice To Proceed (NTP) date will be issued for work to commence within twenty-one (21) to thirty (30) days of Contract Registration.
- (3) The Contractor shall furnish, install, maintain and subsequently remove temporary Protective Tree Barriers. Protective Tree Barriers shall be Type B, unless otherwise directed by the Engineer, and shall be constructed and installed as shown on the Protective Tree Barrier sketch in Department Of Transportation, Standard Highway Details Of Construction, Drawing No. H-1046A, as directed by the Engineer, and in accordance with Department of Parks and Recreation requirements.
- (4) All utility locations and invert elevations are not guaranteed, nor is there any guarantee that all existing utilities, whether functional or abandoned within the project area are shown.
- (5) All existing house connections shall be maintained and supported during construction. The Contractor shall replace any existing house connection damaged as a result of the Contractor's construction operations as ordered by the Engineer at no cost to the City.
- (6) The Contractor is advised that any City owned light poles, traffic signals, street name signs, traffic signs and encumbrances including, but not limited to, underground conduit displaced as the result of the installation of the new sewers, water mains, catch basins, catch basin connections and appurtenances shall be replaced in kind and as directed by the Engineer. The cost of such work shall be deemed included in the prices bid for all items of work under this contract.
- (7) The Contractor is notified that 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.

It is the Contractor's responsibility to secure an approved electrical contractor to perform all traffic signal work (if any). For list of approved electrical contractors, contact Mr. Michael R. LeFosse of New York City Department of Transportation at (212) 839-3799.

- (10) The Contractor is advised that where the existing roadway pavement is designated to be replaced from curb to curb, then no full depth saw cutting of pavement for sewer and water main trenches will be required, except at the limits of full width pavement restoration. No separate or additional payment will be made for any saw cutting except for the streets specified in the Specific Pavement Restoration Provisions.

- (13) The Contractor is notified that a Construction Report and a Post-Construction Report are required under this contract in order to ascertain the effects of installing piles for sewers and chambers. The cost of this work shall be deemed included in the price bid for item No. 76.11CR – Construction Report and Item No. 76.21MR – Monitoring and Post Construction Report.

- (14) The Contractor is notified that Best Management Practices design is included as part of this contract. The Contractor's attention is directed to the Best Management Practices drawings consisting eighteen (18) sheets that are included in the contract drawings.

- (15) The Contractor may require to temporarily remove a portion of the existing retaining wall/embankment in several locations within the project limits. Prior to the start of construction, the Contractor shall verify the structure of the existing retaining wall or the geotechnical information of the existing embankment in these locations, and submit for the Engineer's approval of his/her means and methods of installing underground infrastructure facilities under the existing retaining wall/embankment. The Contractor shall replace any damaged/removed traffic fenders and restore the retaining wall/embankment to the satisfaction of the Engineer at no additional cost to the city.

B. AMENDMENTS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS

- (1) **Refer** to **Subsection 10.15 - Notice To Utility Companies, Etc., To Remove Structures Occupying Place Of Sewers, Water Mains Or Appurtenances**, Page I-11:
Add the following to **Subsection 10.15**:

(1) CONSOLIDATED EDISON COMPANY OF NEW YORK (CON EDISON)

There are CON EDISON facilities in the area of construction. The Contractor shall notify CON EDISON at least seventy-two (72) hours prior to the start of construction by contacting Mr. O'Neil Wright at (212) 460-3870.

(2) NATIONALGRID

There are NATIONAL GRID facilities in the area of construction. The Contractor shall notify NATIONAL GRID at least seventy-two (72) hours prior to the start of construction by contacting Mr. Neville Jacobs Jr. at (718) 963-5612.

(3) VERIZON

There are VERIZON facilities in the area of construction. The Contractor shall notify VERIZON at least seventy-two (72) hours prior to the start of construction by contacting Mr. Aubrey Makhanlall at (718) 977-8165.

(4) SPECTRUM OF NEW YORK CITY

There are SPECTRUM facilities in the area of construction. The Contractor shall notify SPECTRUM at least seventy-two (72) hours prior to the start of construction by contacting Mr. John Piazza at (718) 888-4261.

- (2) **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) NEW YORK CITY FIRE DEPARTMENT

The Contractor shall notify the Bureau of Facilities Management at least thirty (30) days prior to the start of construction by contacting Mr. Ed Durkin at (718) 281-3933.

(3) N.Y.C. DEPARTMENT OF TRANSPORTATION

The Contractor shall notify Mr. Steve Galgano, P.E. Chief of Signal/Street Lighting Operations, 34-02 Queens Blvd., Long Island City, N.Y. 11101 at (718) 786-3550, at least seventy-two (72) hours prior to the start of construction.

(4) N.Y.C. DEPARTMENT OF PARKS AND RECREATION

The Contractor shall notify the Parks Department at least seventy-two (72) hours prior to the start of construction by contacting Mr. Daniel Grulich at (718) 760-6927.

(5) N.Y.C. TRANSIT AUTHORITY

- (a) The Contractor is advised that bus routes as well as bus stops, within the scope of this project may be affected during construction operations. The Contractor shall notify the Transit Authority at least two (2) weeks prior to the start of construction, in order to make the necessary arrangements as required under the NYC TRANSIT GENERAL NOTES included in **Section 10.25, paragraph (A), Section 10.25 paragraph (B), and Section 10.25 paragraph (C)** of this addendum.

Arrangements shall be made through:

Ms. Sarah Wyss
Director of Short Range, Bus Service Planning (SRB)
New York City Transit
2 Broadway, 17th Floor
New York, N.Y. 10004
Telephone No. (646) 252-5517
sarah.wyss@nyct.com

- (3) **Refer to Subsection 10.30 - Contractor To Provide For Traffic, Page I-15:**
Add the following to **Subsection 10.30:**

(1) Traffic Stipulations:

The Contractor shall refer to the Traffic Stipulations (five (5) pages) that are attached to the end of this section, and as directed by the Engineer.

- (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) In **Mason Avenue** from the north building line of Filbert Avenue to the south curb line of Slater Boulevard; in **Seaver Avenue** from the west curb line of Laconia Avenue to the west curb line of Mason Avenue; in **Laconia Avenue** from the north curb line of Seaver Avenue to the south curb line of Slater Boulevard; in **Olympia Boulevard** from approximately twenty-five (25) feet north of the south building line of Seaver Avenue to approximately three hundred seventy-five (375) feet south of the south building line of Seaver Avenue, the restoration shall be as follows:
- (a) The entire width of roadway and six (6) inches of existing roadway subgrade shall be removed from **curb to curb** or **edge to edge** and permanent restoration over the **entire width of roadway** shall consist of six (6) inches of asphaltic macadam pavement on a sub-base course of six (6) inches of select granular material, (Material D only) on Plastic Filter Fabric. The above areas are approximate and the actual final areas of restoration shall be determined by the Engineer.
- (2) In **Mason Avenue** from the north curb line of Adams Avenue to the Guard rail in Rowan Avenue; in **Stobe Avenue** from approximately three hundred fifty (350) feet west of the west building line of Mason Avenue to the west curb line of Mason Avenue; in **Stobe Avenue** from the east curb line of Mason Avenue to the west building line of Nugent Avenue; in **Nugent Avenue** from approximately one hundred ten (110) feet south of the south building line of Stobe Avenue to the north building line of Graham Boulevard; in **Graham Boulevard** from the east building line of Nugent Avenue to approximately thirty (30) feet east of the east building line of Grimsby Street; in **Jefferson Avenue** from the east curb line of Laconia Avenue to the

west curb line of Mason Avenue; *in Jefferson Avenue* from the east curb line of Mason Avenue to approximately two hundred (200) feet east of the east curb line of Mason Avenue; *in Adams Avenue* from the west building line of Idlease Place to approximately two hundred seventy-five (275) feet east of the east building line of Mason Avenue, in Rowan Avenue from Approximately two hundred ninety (290) feet west of the west building line of Mason Avenue, the restoration shall be as follows:

- (a) The permanent restoration over the **trench width and cutbacks only** shall consist of a top course of one and one-half (1-1/2) inches of binder mixture on a base course of a minimum of four and one-half (4-1/2) inches of binder mixture, to match the existing pavement as directed by the Engineer.
 - (b) Finally, an overlay of two (2) inches of asphaltic concrete wearing course shall be installed over the entire width of the roadway from **curb to curb** or **edge to edge** of existing roadway.
- (3) In all other street areas, the restoration shall be as follows:
- (a) The permanent restoration over the **trench width and cutbacks only** shall consist of a top course of one and one-half (1-1/2) inches of asphaltic concrete wearing course on a base course of a minimum of four and one-half (4-1/2) inches of binder mixture, to match the existing pavement as directed by the Engineer.
- (4) The following requirements apply:
- (a) Before the top course is installed, an additional width of asphalt beyond the edge of new base course shall be saw-cut and removed from all edges of trenches to a depth to accommodate the specified top course and the entire area restored. This additional removal shall be in accordance with paragraph (b) below.
 - (b) Pavement excavation along with saw cutting of pavements for sewer and water main trenches shall be in accordance with **Section 71.21 - Pavement Excavation** of the Standard Sewer and Water Main Specifications.
 - (c) Pavement keys **Type B-1** shall be used to insure a desired four (4) inch curb reveal (two and one-half (2-1/2) inch absolute minimum). Pavement key **Type A** shall be used in all intersections. Both keys are to be per Bureau of Highways Operations Specifications and Standard Details of Construction.
 - (d) Unless otherwise specified, the cost for Proctor analyses, in-place soil density tests, tack coating, eradication of temporary roadway markings, stripping or milling of pavement keys and adjustment of city-owned castings for all roadway work shall be deemed included in the prices bid for all pavement restoration items.
 - (e) Payment for placement of temporary pavement marking shall be made under Item No. 6.49 - TEMPORARY PAVEMENT MARKINGS (4" WIDE).
 - (f) Payment for removal of existing pavement markings shall be made under Item No. 6.53 - REMOVE EXISTING LANE MARKINGS (4" WIDE).
 - (g) Payment for placement of permanent pavement marking with thermoplastic reflectorized pavement markings (crosswalk and lane dividers) shall be made under Item No. 6.44 - THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE).
 - (h) Payment for pavement restoration shall be made under the following items:

<u>Item No.</u>	<u>Item</u>	<u>Payment Description</u>
-----------------	-------------	----------------------------

DATED: JULY 18, 2018

PROJECT ID.: MIBBNC003

- | | | |
|-----------|--|--|
| 4.01 RAG | Asphaltic Macadam Pavement,
6" Thick | (For entire width of roadway restoration.) |
| 4.02 AB-R | Asphaltic Concrete Wearing
Course, 1-1/2" Thick | (For asphaltic concrete wearing course
top course when <u>no</u> overlay is required.) |
| 4.02 AF-R | Asphaltic Concrete Wearing
Course, 2" Thick | (For 2" asphaltic concrete wearing
course overlay from curb to curb or edge
to edge.) |
| 4.02 CA | Binder Mixture | (For binder mixture base course over
trenches and cutbacks; binder mixture
top filler course under asphaltic concrete
wearing course when <u>no</u> overlay is
required; binder mixture top course when
overlay is required; binder mixture in
Type A and B Keys; and binder mixture
to fill in roadway depressions and to
provide a leveling course prior to overlay
where ordered.) |
| 6.67 | Subbase Course, Select
Granular Material | (For 6" sub-base course under entire
width of roadway restoration.) |
| 6.68 | Plastic Filter Fabric | (For placement under subbase course.)" |

C. AMENDMENTS 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 with the exception of tees and reducers shall be fabricated from qualified spiral welded pipe. Can type pipe is not acceptable except for fabrication of tees and reducers.

- 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 seven (7) pages plus six (6) pages of attached traffic stipulations.

NO TEXT ON THIS PAGE



OCMC TRAFFIC STIPULATIONS

06/13/2018

OCMC FILE NO: REC-17-635 - REVISED
CONTRACT NO: MIBBNC003
PROJECT: CONSTRUCTION OF STORM AND SANITARY SEWERS AND REPLACEMENT OF WATER MAINS IN MASON AVENUE, ETC.

LOCATION(S): MASON AVENUE AND VARIOUS LOCATIONS IN STATEN ISLAND

PERMISSION IS HEREBY GRANTED TO THE **NYC DDC** AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE ABOVE LOCATION(S) FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE STIPULATIONS, AS NOTED BELOW:

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 SUCH AS PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.
- B. **BIKE LANES** – IF WORK IS IN OR AFFECTING A BIKE LANE, THE PERMITTEE MUST POST ADVANCE WARNING SIGNS 350 FEET AND 200 FEET PRIOR TO THE WORK ZONE STATING "**CONSTRUCTION IN BIKE LANE AHEAD PROCEED WITH CAUTION**", AND ALSO POST A SIGN AT THE WORK ZONE STATING "**CONSTRUCTION IN BIKE LANE PROCEED WITH CAUTION**". SUCH SIGNS SHALL BE ORANGE, 3' X 3', DIAMOND-SHAPED WITH 4" BLACK LETTERING. SIGNS SHALL BE POSTED IN ACCORDANCE WITH THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- C. **BIKE SHARE STATIONS:** THE PERMITTEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT THE OPERATION OF EXISTING BIKE SHARE STATIONS WITHOUT FIRST CONTACTING NYC BIKE SHARE AT 855-245-3311 FOR THEIR REQUIREMENTS PRIOR TO COMMENCING WORK.
- D. **CITYBENCH:** THE PERMITTEE 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. **BUS STOPS** – THE PERMITTEE SHALL PROVIDE WRITTEN NOTICE TO NYC DOT OCMC AND NEW YORK CITY TRANSIT (NYCT) A MINIMUM OF FIVE (5) WEEKS IN ADVANCE FOR LANE/STREET CLOSURES THAT AFFECT BUS ROUTES/BUS STOPS.
- F. **STREET LIGHTS / TRAFFIC SIGNALS:** THE PERMITTEE SHALL NOT REMOVE OR RELOCATE EXISTING STREET LIGHTS OR TRAFFIC SIGNALS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT STREET LIGHTING / TRAFFIC SIGNALS UNIT.
- G. **TRAFFIC CAMERAS, DETECTION/COMMUNICATION EQUIPMENT:** IF AT ANY TIME DURING THE APPROVED WORK, THE PERMITTEE ENCOUNTERS TRAFFIC SURVEILLANCE CAMERAS, DETECTION EQUIPMENT OR ANY TYPE OF COMMUNICATION EQUIPMENT (WIRELESS OR HARD-WIRED) ON ANY NYC DOT FACILITY, THAT IS NOT INCLUDED ON THE DESIGN/BUILD DRAWINGS, THE PERMITTEE SHALL IMMEDIATELY NOTIFY NYC DOT TRAFFIC MANAGEMENT BY PHONE AT 718-433-3390 OR 718-433-3340 AND VIA EMAIL AT TMC@DOT.NYC.GOV AND AWAIT DIRECTION PRIOR TO CONTINUING WORK.
- H. **METERS** – THE PERMITTEE SHALL NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT PARKING METER DIVISION AT 646-892-1219.
- I. **TEST PITS** – THE BELOW TRAFFIC STIPULATIONS DO NOT APPLY TO TEST PIT WORK RELATED TO THIS CONTRACT. WORK HOURS AND OTHER REQUIREMENTS FOR TEST PIT OPERATIONS MAY DIFFER FROM THE STIPULATIONS IDENTIFIED BELOW. THE PERMITTEE SHALL BE REQUIRED TO OBTAIN SEPARATE PERMITS RELATED TO TEST PITS.
- J. **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.

OCMC FILE NO: REC-17-635 - REVISED
CONTRACT NO: MIBBNC003

06/13/2018

PROJECT: CONSTRUCTION OF STORM AND SANITARY SEWERS AND REPLACEMENT OF WATER MAINS IN MASON AVENUE, ETC.

Page 2 of 6

I. SPECIAL STIPULATIONS (CONTINUED)

- K. **ACCESS TO ABUTTING PROPERTIES** – THE PERMITEE SHALL COORDINATE ALL ACTIVITIES WITH ABUTTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES.
- L. **AUTHORIZED PARKING** – PRIOR TO PERFORMING WORK WHICH IMPACTS AUTHORIZED PARKING, THE PERMITEE 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.
- M. **NOTIFICATION** – THE PERMITEE MUST AT LEAST TWO (2) WORKING DAYS BEFORE THE START OF CONSTRUCTION NOTIFY THE NYC FIRE DEPARTMENT, NYC POLICE DEPARTMENT, NYC EMS, LOCAL COMMUNITY BOARD, BOROUGH PRESIDENT'S OFFICE-CHIEF ENGINEER, NYCDOT OCMC OFFICE, AND ALL ABUTTING PROPERTY OWNERS.
- N. **CONSTRUCTION INFORMATIONAL SIGNS** – THIS PROJECT REQUIRES A CONSTRUCTION PROJECT INFORMATIONAL SIGN (CPIS) IN ACCORDANCE WITH NYCDOT HIGHWAY RULE SECTION 2-02(C)(3). 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)

O. 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. **MASON AVENUE BETWEEN ADAMS AVENUE AND JEFFERSON AVENUE**
- B. **MASON AVENUE BETWEEN JEFFERSON AVENUE AND STOBE AVENUE**
- C. **MASON AVENUE BETWEEN FILBERT AVENUE AND SEAVER AVENUE**
- D. **JEFFERSON AVENUE BETWEEN MASON AVENUE AND LACONIA AVENUE**
- E. **JEFFERSON AVENUE BETWEEN MASON AVENUE AND NUGENT AVENUE**
- F. **SLATER BOULEVARD BETWEEN MASON AVENUE AND LACONIA AVENUE**
- G. **LACONIA AVENUE BETWEEN SEAVER AVENUE AND SLATER BOULEVARD**

1. Work hours shall be as follows: 7:00 AM TO 6:00 PM Monday through Friday
2. During working hours, the contractor shall maintain 2-11ft travelling lanes, one in each direction.
3. After working hours, the contractor shall restore all travelling lanes for traffic.
4. The contractor shall maintain either 5ft sidewalk or 5ft protected walkway for pedestrians, the walkway must be ramped at each entry/exit, to & from the sidewalk for handicapped accessibility.
5. The work zone has to be on one side of the roadway at a time.

- H. **MASON AVENUE BETWEEN STOBE AVENUE AND ROWAN AVENUE**
- I. **MASON AVENUE BETWEEN SEAVER AVENUE AND SLATER BOULEVARD**
- J. **ADAMS AVENUE BETWEEN MASON AVENUE AND IDLEASE PLACE**
- K. **ADAMS AVENUE BETWEEN MASON AVENUE AND NUGENT AVENUE**

PROJECT: CONSTRUCTION OF STORM AND SANITARY SEWERS AND REPLACEMENT OF WATER MAINS IN MASON AVENUE, ETC.

L. STOBE AVENUE BETWEEN MASON AVENUE AND DEAD END

M. STOBE AVENUE BETWEEN MASON AVENUE AND LACONIA AVENUE

N. ROWAN AVENUE BETWEEN MASON AVENUE AND LACONIA AVENUE

O. SEAVER AVENUE BETWEEN MASON AVENUE AND LACONIA AVENUE

1. Work hours shall be as follows: 7:00 AM TO 6:00 PM Monday through Friday.
2. During working hours, the contractor shall maintain one-12ft lane for two-way for local and emergency traffic.
3. Flagmen must be provided to assist traffic and pedestrians during working hours.
4. After working hours, the contractor shall restore all travelling lanes.
5. The contractor shall maintain either 5ft sidewalk or 5ft protected walkway for pedestrians, the walkway must be ramped at each entry/exit, to & from the sidewalk for handicapped accessibility

P. NUGENT AVENUE BETWEEN GRAHAM BOULEVARD AND DEAD END

Q. NUGENT BETWEEN JEFFERSON AVENUE AND ADAMS AVENUE

R. GRAHAM BOULEVARD BETWEEN GRIMSBY STREET AND NUGENT AVENUE

S. OLYMPIA BOULEVARD BETWEEN SLATER BOULEVARD AND GRAHAM BOULEVARD

1. Work hours shall be as follows: 9:00 AM TO 4:00 PM Monday through Friday.
2. The contractor shall maintain either 5ft sidewalk or 5ft protected walkway for pedestrians, the walkway must be ramped at each entry/exit, to & from the sidewalk for handicapped accessibility
3. During the working hours the contractor shall maintain one 12ft lane for two-way traffic with the help of flaggers at both ends of the work zone.
 - a. In areas where the roadway does not allow for an emergency lane, the contractor shall not exceed 100linear feet so that the FDNY, EMS and NYPD vehicles can have access to the local residents barricaded by the work area. The work area shall include the excavated trench, equipment and stored materials necessary for the work.
 - b. It will be the contractor's responsibility to inform FDNY/EMS, NYPD and the local community board daily in writing about the location of the work area and the layout of the emergency access from either side of the work area. This notification shall be specific by the house number where possible. Representatives at the FDNY, NYPD and the local community board shall signs such notice daily.
 - c. The contractor shall submit a written notice a minimum of seven (7) days prior to the full closure for OCMC review and approval before mobilizing.
4. After the working hours, the contractor shall open the full width of the roadway to traffic.

T. INTERSECTION OF MASON AVENUE AND ADAMS AVENUE

U. INTERSECTION OF MASON AVENUE AND STOBE AVENUE

1. Work hours shall be as follows: 9:00 AM TO 4:00 PM Monday through Friday.
2. During working hours, the contractor shall maintain 2-11ft lanes on Mason Avenue, one in each direction and 1-11ft lane on one-way cross streets.
3. After working hours, the contractor shall restore all width of both roadways for traffic.
4. The contractor may occupy/close one crosswalk at a time.
5. Flagmen must be provided to assist traffic during working hours.

V. INTERSECTION OF MASON AVENUE AND JEFFERSON AVENUE

W. INTERSECTION OF JEFFERSON AVENUE AND LACONIA AVENUE

1. Work hours shall be as follows: 9:00 AM TO 4:00 PM Monday through Friday.

OCMC FILE NO: REC-17-635 - REVISED
CONTRACT NO: MIBBNC003

06/13/2018

PROJECT: CONSTRUCTION OF STORM AND SANITARY SEWERS AND REPLACEMENT OF WATER MAINS IN MASON AVENUE, ETC.

Page 4 of 6

2. During working hours, the contractor shall maintain 2-11ft lanes, one in each direction for both roadways.
3. After working hours, the contractor shall restore all width of both roadways for traffic.
4. The contractor may occupy/close one crosswalk at a time.
5. Flagmen must be provided to assist traffic during working hours.

X. INTERSECTION OF MASON AVENUE AND ROWAN AVENUE

Y. INTERSECTION OF MASON AVENUE AND SEAVER AVENUE

Z. INTERSECTION OF MASON AVENUE AND SLATER BOULEVARD

AA. INTERSECTION OF ADAMS AVENUE AND IDLESE PLACE

BB. INTERSECTION OF SEAVER AVENUE AND LACONIA AVENUE

CC. INTERSECTION OF SLATER BOULEVARD AND LACONIA AVENUE

1. Work hours shall be as follows: 9:00 AM TO 4:00 PM Monday through Friday.
2. During working hours, the contractor shall maintain one 12 foot lane for local and emergency traffic on both roadways.
3. After working hours, the contractor shall restore all width of both roadways for traffic.
4. The contractor may occupy/close one crosswalk at a time.
5. Flagmen must be provided to assist traffic during working hours.

DD. INTERSECTION OF JEFFERSON AVENUE AND NUGENT AVENUE

1. Work hours shall be as follows: 9:00 AM TO 4:00 PM Monday through Friday.
2. During working hours, the contractor shall maintain 2-11ft lanes, one in each direction for Jefferson Avenue and one 12 foot lane for local and emergency traffic on Nugent Avenue
3. After working hours, the contractor shall restore all width of both roadways for traffic.
4. The contractor may occupy/close one crosswalk at a time.
5. Flagmen must be provided to assist traffic during working hours.

EE. CHICAGO AVENUE BETWEEN COLUMBIA AVENUE AND LANDIS AVENUE

FF. CHICAGO AVENUE BETWEEN LANDIS AVENUE AND CLEVELAND PLACE

GG. CLEVELAND PLACE FROM CHICAGO AVENUE TO 100' NORTH OF CHICAGO AVENUE

1. Work hours shall be as follows: 7:00 am-6:00 pm Monday – Friday during school recess.
2. The contractor shall coordinate with school prior to mobilization.
3. During working hours, the contractor shall maintain one-12ft lane for two-way for local & emergency traffic.
4. After working hours, the contractor shall restore all travelling lanes for traffic.
5. The contractor shall maintain either 5ft sidewalk or 5ft protected walkway for pedestrians, the walkway must be ramped at each entry/exit, to & from the sidewalk for handicapped accessibility

HH. INTERSECTION OF CHICAGO AVENUE AND COLUMBIA AVENUE

II. INTERSECTION OF CHICAGO AVENUE AND LANDIS AVENUE

JJ. INTERSECTION OF CHICAGO AVENUE AND CLEVELAND PLACE

1. Work hours shall be as follows: 7:00AM- 4:00PM Monday- Friday during school recess.

PROJECT: CONSTRUCTION OF STORM AND SANITARY SEWERS AND REPLACEMENT OF WATER MAINS IN MASON AVENUE, ETC.

2. During working hours, the contractor shall maintain one travelling lanes on Chicago Avenue & 2 -11ft travelling lanes one in each direction on cross streets.
3. After working hours, the contractor shall restore all width of both roadways for traffic.
4. The contractor may occupy/close one crosswalk at a time.
5. Flagmen must be provided to assist traffic during working hours.

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 PERMITTEE IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE PERMITTEE 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.

OCMC FILE NO: REC-17-635 - REVISED
CONTRACT NO: MIBBNC003

06/13/2018

PROJECT: CONSTRUCTION OF STORM AND SANITARY SEWERS AND REPLACEMENT OF WATER MAINS IN MASON AVENUE, ETC.

Page 6 of 6

- 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 PERMITEE 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.
- J. FOR THIS PROJECT THE PERMITEE 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 PERMITEE SHALL BE RESPONSIBLE FOR IDENTIFYING HIS CONSTRUCTION SIGNAGE. THE IDENTIFICATION SHALL INCLUDE THE PERMITEE'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

HEBA GUIRGUIS
PROJECT MANAGER
OCMC-STREETS

EP7 (1.0) - PAGES

**GAS COST SHARING (EP-7)
STANDARD SPECIFICATIONS**

NOTICE

THE PAGES CONTAINED IN THIS SECTION REPRESENT THE GAS COST SHARING WORK THAT SHALL APPLY TO AND BECOME A PART OF THE CONTRACT.

(NO TEXT ON THIS PAGE)

TABLE OF CONTENT**I- NOTICE TO ALL BIDDERS; GAS COST SHARING WORK****II - GENERAL PROVISIONS; GAS COST SHARING WORK**

1. General
2. Gas Interferences And Accommodations
 - 2a. Water Main Accommodations
 - 2b. Sewer Accommodations
3. Quantity Overruns, EP-7 Funded Bid Items
4. Changes And Extra Work
5. Excavation
6. Backfilling And Street Restoration
7. Non-Responsive Bids
8. Minimum Clearances
9. Work By Facility Operator
10. Materials Furnished By Facility Operator
11. Liability And Insurance
12. Width And Depth Of Excavation
13. Depth And Crossing Angles Of Gas Facilities
14. Maintenance Of Traffic For Gas Work
15. Relocated Gas And Temporary Systems Installation
16. Role Of Company Inspector
17. Coordination With Gas Company

III - TECHNICAL SECTION

- SECTION 6.01 - Trench Crossings; Support And Protection Of Gas Facilities And Services.
- SECTION 6.02 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Gas Interferences.
- SECTION 6.02.1 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Upstream Inverts Greater Than Six (6) Feet.
- SECTION 6.03 - Removal Of Abandoned Gas Facilities. All Sizes.
- SECTION 6.03.1 - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For National Grid Work Only)
- SECTION 6.03.1a - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For Con Edison Work Only)
- SECTION 6.04 - Adjust Hardware To Grade Using Spacer Rings/Adaptors. (Street Repaving.)
- SECTION 6.05 - Adjust Hardware To Grade By Resetting. (Road Reconstruction.)
- SECTION 6.06 - Special Care Excavation And Backfilling.
- SECTION 6.07 - Test Pits For Gas Facilities.
- SECTION 6.08 - "No Text"**
- SECTION 6.09 - Trench Excavation and Backfill for New Gas Mains and Services (For National Grid Work Only)
- SECTION 6.09a - Trench Excavation and Backfill for New Gas Mains and Services (For Con Edison Work Only)

IV - STANDARD SKETCHES; GAS COST SHARING WORK

- NO. 1 - Support Requirements For Gas Mains And Services Crossing Excavation Greater Than 4'-0" Wide At Any Angle
- NO. 1A - Support Requirements For Gas Mains Over 16" Diameter Up To And Including 48" Diameter Crossing Excavation At Any Angle
- NO. 2 - Typical Methods Of Measurement For Gas Crossings
- NO. 3 - Utility Crossings During Catch Basin Chute Connection Pipe Installation
- NO. 4 - Utility Crossings During Catch Basin Chute Connection Pipe Installation (Extra Depth)

NO. 5 - Gas Main Encroachment On And/Or Parallel To Excavation Of Unsheeted Trench

V - PRELIMINARY GAS WORK TO BE PERFORMED BY FACILITY OPERATOR

VI - LISTING OF APPROXIMATE LOCATIONS OF EP-7 BID ITEMS QUANTITIES

I - NOTICE TO ALL BIDDERS; GAS COST SHARING WORK

All prospective bidders are hereby advised that, pursuant to the "Gas Facility Cost Allocation Act", ("the Act"), the City of New York has entered into an agreement ("the Agreement") with the gas companies (Con Edison or National Grid (formerly KeySpan Energy Delivery)) operating in their respective areas of the City to "share" the cost of facility relocation and/or support and protection of facilities disturbed by proposed water and/or sewer and related City work specified in this contract. Therefore, bid items, specifications and estimated quantities for the incremental costs of support and protection of certain gas facilities have been included in this contract. The low bid for this contract shall be determined by examining each bid for all work to be performed under this contract including any work of support and protection of gas facilities to be performed. The Contractor shall not seek additional compensation from gas companies except as specifically set forth in its contract.

II - GENERAL PROVISIONS; GAS COST SHARING WORK

1. General:

The Contractor shall perform City work with interferences from existing live and abandoned gas facilities. This shall be defined as utility work. Therefore, this contract includes bid items, specifications and estimated quantities designed to fully compensate him/her for the incremental costs of supporting, protecting, providing accommodations and, avoiding disturbing gas facilities located in the streets shown on the contract drawings. In the event that any other provisions of this contract related to gas facilities (or private utilities) conflict with these provisions, these provisions shall supersede and govern all work related to gas facilities owned by the companies operating in the project area. All utility work, as defined in these specifications, including changes and additions thereto shall be paid solely by the City except when specified otherwise in this contract. Contractor hereby agrees that the facility operator shall not be liable to pay him/her for any work performed including extra utility work. Contractor agrees that its bid prices include all compensation for loss of productivity and efficiency, idle time, delays (including any delays occasioned by negotiation of a contract change), change in operations, mobilization, demobilization, remobilization, added cost or expense, lost of profit, other damages or impact costs that may be suffered by or because of utility work, or the presence of gas facilities in the proximity of City work and that it will not seek additional compensation for these items. All disputes shall be resolved as specified in the contract.

Pursuant to the Act, Agreement, and the New York City Administrative Code, the gas company(ies) has been directed by the Commissioner and is required to perform all maintenance, repairs, replacement, shifting, alteration, relocation, and/or removal work that are not part of this contract. By having bid on this contract, the Contractor understands and agrees that the Commissioner has preasserted any right the City has to require, including the issuance of any directives or so called "order outs" under the New York City Administrative Code, any or all gas companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove all gas facilities that are about to be disturbed by the City contract work. The issuance of additional such directives during the performance of the contract work, where necessary in the sole judgment of the Commissioner, shall be initiated by such Commissioner as set forth in the relevant sections of the Act and Agreement. Contractor further agrees to insert such requirements as set forth herein above into any contracts with its approved subcontractors so that its subcontractors also understand and agree to such contract requirements.

2. Gas Interferences And Accommodations:

During the performance of sewer and water main work funded by the New York City Department of Environmental Protection (NYCDEP), as instructed by the Engineer, the use of any applicable contract bid item is allowed in order to resolve and accommodate all gas facilities interferences with such City work, including the removal of contaminated soil in associated trench excavation. This is in addition to the specified EP-7 bid items in the contract. Payment for such accommodation shall be funded by EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" (F.S. Fixed Sum). The value of such accommodation shall be computed by multiplying the appropriate unit prices bid to the quantity of work performed, as determined by the Engineer, and applying the total amount thus to be paid

to EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS". When EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" does not exist, such additional accommodation work shall be at no cost to the City but shall be a matter of adjustment between gas facility operator and Contractor. Private facilities, other than gas, that become in interference due to gas interferences accommodations shall also be accommodated, if so directed by the Resident Engineer, at no additional cost to the City and, provided that its owner agrees to be responsible for all additional costs to Contractor, otherwise, such facility shall be ordered by the City to be maintained, shifted, relocated or replaced by its owner at his/her expenses.

2a. Water Main Accommodations:

When water main construction is to be performed in this contract, Contractor shall be required, if warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the vertical or horizontal alignment of water mains including but not limited to all additional labor, material, work method accommodations, furnishing, delivering and laying offset fittings and pipes, etc., necessary in order to complete water main installation and, avoid gas interferences in the project area, including street intersections. Typical work method accommodations shall include, but not be limited to, pier and plate, installation of filter fabric and select fill, etc. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of water mains standards and specifications.

2b. Sewer Accommodations:

When sewer construction is to be performed in this contract, Contractor shall be required, if warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the horizontal alignment of sewer facilities (if possible) including but not limited to all additional labor, material, work method accommodations, furnishing, delivering and construction of additional manholes or modification of manholes/catch basins, extending chute connections, house connections, using alternate materials and methods, poured-in-place structures, etc., necessary in order to complete sewer installation and, avoid gas interferences in the project area, including street intersections. The term sewer facility shall include, but not be limited to, all sewer pipe and appurtenances, manholes, catch basins, catch basin chutes, etc. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of sewer standards and specifications.

3. Quantity Overruns, EP-7 Funded Bid Items:

No quantity overrun, in excess of one hundred twenty five (125) percent, shall be permitted for EP-7 funded bid items (gas) included in this contract, except when Resident Engineer determines that such overruns are caused by field modifications to planned City work, or approved construction methods, or contract scope changes. Overruns not paid by City shall be negotiated and paid to Contractor by gas facility operator who then shall be entitled to reimbursement by NYCDEP under established cost sharing procedures.

4. Changes And Extra Work:

This section is not applicable to work defined under "Emergency Reconstruction Contracts" or so-called "Where and When Contracts" since these projects, by definition, inherently encounter unanticipated gas facilities and cannot be pre-engineered. In all other cases, any contract changes proposed for City work shall also cover and include all associated changes to support and protection of gas facilities affected by such changes to City work. In all other cases where the Contractor finds that City work cannot be performed as planned and specified and/or, as approved because of a need to support, protect and/or alleviate interferences from gas facilities that were not listed and/or shown, or incorrectly shown in contract plans and specifications, he shall immediately notify the Resident Engineer and the facility operators' representative of his findings. Resident Engineer shall promptly examine such claims and determine whether or not such work is covered by contract bid items and /or specifications (contract bid items and specifications shall include city contract items as well as EP-7 items). The Resident Engineer shall also

examine the claim to determine if the application of EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" is appropriate to resolve the claim. If upon examination, the Engineer determines that such field conditions were unanticipated (not shown and/or listed, or incorrectly shown in contract documents) and are not covered by bid items and contract specifications, he shall then direct the Contractor and the affected facility operator to negotiate the cost of supporting and protecting, and/or alleviating the impact on City work caused by such unanticipated gas facilities with each other with the understanding that the performance of City work shall continue during negotiations. If a cost agreement is reached, the Contractor and facility operator shall adjust such costs between themselves at no additional costs to the City contract. If the Contractor and affected facility operator do not reach an agreement concerning the price to be paid for the extra work within five (5) business days of the Engineer's directive to engage into such negotiations and, after considering: public safety and inconvenience, requirements of laws and regulations applicable to private utilities, integrity of all utility systems, including but not limited to sewer and water, gas, electric, telephone and, cable TV facilities, sound engineering practices, cost (long and short term) to all affected parties, and potential City work delays, then the Resident Engineer, depending on nature and severity of interferences with City work, shall either, direct the facility operator to relocate or replace its facilities at its own discretion and cost, reimbursable by NYCDEP under established gas cost sharing procedures or, direct the Contractor to perform the utility work on actual time, material and equipment costs basis pursuant to relevant contract requirements and amendments. Contract bid prices for any applicable items of work involved shall be applied, or converted to an allowance for time and material charges. Changes shall be for affected portions of utility work and, shall be processed with EP-7 funds.

5. Excavation:

All excavators shall notify the NYC/LI One Call Center at 1-800-272-4480 at least two (2) working days, not including the day of the call, but not more than ten (10) working days in advance of the start of any excavation work. The gas company(ies) will mark out its facilities within the project limits and provide Construction Inspector(s) during all excavation work in close proximity (within twelve (12) inches) to gas facilities. The Contractor shall exercise extreme caution when excavating in the vicinity of any gas facilities. Hand excavation shall be performed within twelve (12) inches of gas facilities. The Contractor prior to excavating underneath these facilities shall adequately support all gas facilities. Standard support details for gas facilities have been included in the specifications. Any damage to gas facilities shall be reported immediately to the gas company(ies). The Contractor shall be responsible for all cost associated with repairs made necessary by damages caused by his operations.

6. Backfilling And Street Restoration:

Backfilling operations and street restorations shall be in accordance with contract requirements.

7. Non-Responsive Bids:

Every gas (EP-7) bid item has a suggested "Not less than" value per unit indicated on contract bid sheet. Bids resulting in cost of less than suggested for EP-7 items are hereby prohibited and if submitted shall be considered NON-RESPONSIVE.

8. Minimum Clearances:

Clearance requirements for City work shall govern and supersede any clearance requirement of gas facility operator. Therefore, a minimum of twelve (12) inches clearance between private utilities and City water mains, sewers or related structures to be installed in this contract shall be maintained. When this clearance is not attainable, the Resident Engineer may allow a minimum of four (4) inches clearance. With less than twelve (12) inches clearance a neoprene/polyethylene shield (to be provided by facility operator) shall be installed as part of all work item specifications. However, if Resident Engineer determines that City work cannot be performed within allowable clearance and no reasonable City accommodation (no-cost change to City work) is possible, the City shall direct the facility operator to remove, relocate, shift, or alter their facility(ies) pursuant to the New York City Administrative Code.

9. Work By Facility Operator:

The facility operator may find it necessary to perform the following types of work during performance of City work: accommodating a contractor's request for gas facilities modifications (in order to facilitate City contractor's proposed construction method) or, remedial and emergency work on gas facilities proper with their own resources and materials if an approved method of construction for City work causes unanticipated disturbances to gas facilities or, replacing defective gas facilities when they are exposed by the Contractor and their actual conditions are observable by the facility operator. Also included in the above category of defective gas facilities are: the presence of environmental contaminants attributable to the gas facility in or around gas facilities. If such work is deemed required by the facility operator or if facility operator is directed by the City to address such deficiencies at any time during the course of construction, the Contractor shall modify the construction schedule at no cost to the City and allow the facility operator five (5) business days to perform such work without interferences. Additional costs to the facility operator (in cases of accommodations) or, Contractor (in cases of defective gas facilities) due to such gas work, if any, shall be the responsibility of the parties involved and not of the City. Such costs shall be a matter of adjustment between the Contractor and the facility operator.

10. Materials Furnished By Facility Operator:

It shall be the Contractor's responsibility to inspect material to be installed by him immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional costs to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

11. Liability And Insurance:

Notwithstanding the provisions of this contract, the existing division of liabilities to third parties shall remain the same as between the City and the company. Therefore, it is specifically agreed by the City, company and Contractor (by bidding on this contract) that for the purpose of any liabilities to third parties, that the City contractor performing work directly and physically relating to gas company facilities in this project, shall be deemed an agent of the company and not an agent of the City, the New York City Municipal Water Finance Authority, or the New York City Water Board. Contractor shall include the company as an additional insured on all insurance policies maintained to comply with the City's insurance requirements.

12. Width And Depth Of Excavation:

Contractor shall not be authorized to deliberately change trench or excavation widths and/or depth specified without Engineer's approval. Enlargement of any side of excavation up to eighteen (18) inches beyond pay limits (or inside face of sheeting) requested by the Contractor for the installation of certain types of sheeting may be granted. However, such enlargements or those greater than allowable shall not be approved when, in the sole judgment of the City, field conditions allow the water mains and sewer work to be performed within the limits specified and, the sole purpose of such enlargement request is to impact adjacent utilities (public or private) whose support and protection are part of this contract. Any approval shall be given at no additional cost to the City contract, including EP-7 funding, and all costs associated with unauthorized enlargements shall be the sole responsibility of the Contractor.

13. Depth And Crossing Angles Of Gas Facilities:

Where gas facilities are shown (or specified as) crossing proposed alignment of sewers, water mains, catch basins and chute connections or any other proposed excavations at specific angles (as measured off plans or sketches or specified in contract), it shall be understood that actual field measurements may deviate (plus or minus) forty-five (45) degrees from those shown or specified. The cover, or depth from street surface to top of facilities, shall be as shown or specified in contract documents, no deviation is to be assumed. Where gas facilities are not shown on contract documents, but their support and protection are otherwise included in this contract then, all references to facilities crossing at "various angles and depth" in the gas sections shall mean that such facilities are crossing sewer, water, catch basin and, catch basin chute, and other excavations at a ninety (90) degree angle to the proposed sheeting line or side of

excavation (for unsheeted trenches) with an allowable deviation of forty-five (45) degrees in any direction, except for catch basin chute excavation where the allowable deviation shall be sixty (60) degrees. Where the cover is not noted or specified, the bottom face of such facilities shall be assumed to be crossing catch basin chutes at a depth of three (3) foot eight (8) inches or less from the street surface. Paragraph No. 2 above shall apply in cases of distribution water main construction. Appropriate bid items and specifications are provided for cases where angle and depth are greater than stated above. This section also applies to work defined in "Emergency Reconstruction Contracts" or so-called "Where and When Contracts". These contracts are not pre-engineered and consequently have no drawings, sketches or determined locations and so, gas facilities encountered will be crossing existing and proposed sewer, water, catch basin/catch basin chutes and all appurtenances at various angles and depths.

14. Maintenance Of Traffic For Gas Work:

All work pertaining to gas bid items and specifications shall be performed within the contract maintenance of traffic plan as specified in the contract document. The bid price for the Maintenance and Protection of Traffic shall cover all work pertaining to gas items. The City shall make compensation for additional maintenance and protection of traffic items in connection with gas item of work only when such additional work is deemed reasonable and necessary by the Resident Engineer and is approved by him prior to its performance.

15. Relocated Gas And Temporary Systems Installation:

In cases where the Contractor is allowed to select the location for temporary construction such as, installation of dewatering headers, wells, well points, etc., he shall not disturb any gas facilities shown on sketches provided in this section. The only exception shall be, if the affected gas company agrees to such relocation and provided that the cost of such relocation is a matter of adjustment between the company and Contractor, and at no cost to the City.

16. Role Of Company Inspector:

In any case in which the City elects to perform some or all support and protection work with its own employees, personnel or contractors, the facility operator shall provide onsite inspectors to approve and certify such support and protection work (exclusive of City accommodations) performed by the City's own employees, personnel, and contractors. Facility operator's inspectors are not authorized to direct City contractor during the performance of contract work. They shall act through the City Resident Engineer and provide him/her required approvals and certifications, prior to preparing partial payments of EP-7 items, in a format and frequency to be prescribed by the appropriate City Head of Construction.

17. Coordination With Gas Company:

The Contractor shall be required to notify the gas company(ies), in writing, at least two (2) weeks prior to the start of final paving in order to allow companies to complete any unfinished gas work located within the area to be paved. Every effort shall be made to maintain gas service with minimum inconvenience to the public.

III - TECHNICAL SECTION

SECTION 6.01 - Trench Crossings; Support And Protection Of Gas Facilities And Services.

1. Description:

Under this section, the Contractor shall provide all labor, materials, equipment, and incidentals required to

support and/or protect the integrity of gas mains, services and appurtenances of any sizes, configurations, and operating pressures crossing trench excavations above subgrade for planned construction of sewers and water mains facilities. A gas service shall be defined as a gas pipe of three (3) inches in diameter or less branching from the main to a customer pick up point or property valve box. A gas main may be any size pipe that is part of a distribution or transmission network other than services described above. Crossings shall be defined as gas facilities spanning the width of excavation (one side to the other side). These crossings may be at various angles and depth as shown on "Gas Cost Sharing Work Standard Sketches Nos. 1 and 1A", and as specified in "General Provisions; Gas Cost Sharing Work Paragraph No. 13" and, at the locations shown or listed in contract documents. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with contract specifications, plans, and at the directions of the Resident Engineer in consultation with the authorized representatives of the facility operator.

2. Method Of Construction:

- A. Protection: In general, the gas facilities shall be protected as required by New York State Industrial Code 753. In particular, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the gas facilities (marked out by facility operators) and to ascertain the clearances and cover of the facilities with respect to the proposed excavation. Upon exposing the affected facilities sufficiently, at the discretion of the Resident Engineer, to ascertain the foregoing, Contractor shall be permitted to proceed with a combination of hand and machine excavation, as appropriate, outside a zone of protection whose limit shall be defined as a perimeter located twelve (12) inches from the outside face of each gas facility crossings (See "Gas Cost Sharing Work Standard Sketch No. 2"). If the facilities are in direct interference with City work, meaning that "Minimum Clearances" described in "General Provisions; Gas Cost Sharing Work Paragraph No. 8" cannot be maintained, and excavation has to be temporarily or permanently abandoned then this particular location shall become a test pit and dealt with as specified in Section 6.07, and "General Provisions; Gas Cost Sharing Work Paragraphs Nos. 2 and 8".
- B. Support: Gas mains or services crossing excavations equal or less than four (4) feet wide are generally self supporting, unless field conditions as determined by the Resident Engineer require otherwise. The support requirements for gas mains and services crossing excavations greater than four (4) feet wide shall be as shown on the attached "Gas Cost Sharing Work Standard Sketch No. 1" and Contractor shall use sheeting methods that permit the maintenance of gas facilities in their existing locations and configurations. Alternate methods equivalent to those shown on the sketch or accommodations by the facility operator proposed by the Contractor in order to facilitate the execution of the specified work shall be allowable, provided that prior approval is obtained by the Contractor from the Engineer and the facility operator. The support and protection of gas facilities crossings shown on plans, drawings, listings or otherwise identified in this contract shall not be circumvented with the issuance of so called "order outs".

3. Method Of Measurement:

The Contractor shall be paid for supporting and/or protecting gas facilities crossing trench excavations under the appropriate bid items covered by this section. The Contractor shall be directly responsible to the facility operator for the total cost of using any alternate method requiring the use of resources owned by the facility operator. Regardless of the method used, the City shall pay the bid price for the appropriate support and/or protect item of work. The average rate charged by the facility operator for alternate support and protection work such as, disconnecting and reconnecting gas services is listed in attached "Schedule GCS-A".

4. Payment Restrictions:

These items shall not be paid for: gas services crossing unsheeted water main trench excavation; abandoned gas main/services identified by facility operator; gas mains/services crossing trench excavations for fire hydrant branch connections pipes, catch basins and/or chutes (sewer drain pipe), house sewer and/or water services; gas facilities encroaching any face of excavation for sewer and/or

water construction, all of which are covered under other contract sections. Also this item shall not be paid for new gas mains and services crossing water trenches when trenching for such new facilities has been performed by the Contractor in common with trench excavation for City work (overlapping trench limits). The cost of supporting and protecting such gas facilities crossings shall be deemed included in the cost of trench excavation for the new gas facilities. This payment restriction shall apply even if such common trench gas excavation is not part of the contract. The prices bid for items covered by this section represent full compensation to Contractor to completely perform the work described. No other bid items shall be combined with these items in order to pay for gas main and/or services crossing excavations specified herein.

5. Method Of Payment:

Each (Ea.) gas facility crossing trench excavation as described in these specifications shall be counted for payment.

6. Price To Cover:

The cost of timber/steel supports installed for gas facilities shall be included in the bid price. The bid price for each crossing shall also cover all additional supervision, labor, material (except those provided by the facility operator), equipment and insurance necessary to completely maintain the gas facilities without disruption of service to the customers and in accordance with contract plans, specifications and facility operator standards. The price shall also include: changes of method of operations; sheeting modifications where necessary to accommodate the gas facilities crossings; installation and removal of water pipe under gas facilities (so called "snaking"); extra care during excavation (including hand excavation under existing single and multiple gas facilities); extra backfilling and compaction around, over and under gas facilities; installation and removal of sheeting around gas facilities; associated maintenance and protection of traffic; barricades; and traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.02 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Gas Interferences.

1. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance, and incidentals for the extra excavation associated with the installation of catch basin sewer drain pipes (chute) under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents and also, for the support and protection of these facilities during associated excavation and backfill operations. The gas company operating in the area, (facility operator), owns these facilities.

2. Method Of Measurement:

The bid price shall be per location (Each) where extra excavation is required when catch basin sewer drain pipes are installed at an upstream invert depth lower than four (4) feet (up to a maximum of six (6) feet) from the proposed pavement grade because the bottom faces of interfering gas mains and appurtenances are located at a depth greater than three (3) foot eight (8) inches from proposed pavement surface (See "Gas Cost Sharing Work Standard Sketch No. 4").

3. Method Of Construction:

Incremental cost responsibility for chute excavation is determined by the first private facility encountered starting from catch basin structure proper and that prevents the installation of the chute connection at an upstream cover less than or equal to three (3) feet or any other minimum cover required to avoid City facilities (e.g. water, sewer, etc.) as directed by the Resident Engineer.

4. Payment Restrictions:

This item shall not apply and related bid item shall not be paid in cases where:

- A. Upstream invert chute is more than six (6) feet deep because of gas facilities.
- B. Chute cannot be installed above existing gas facilities because of interferences with other private facilities that are not otherwise covered under this contract, regardless of upstream invert depth.

The above cases shall be at no cost to the City, but shall be a matter of adjustment between the Contractor and the facility operator(s).

5. Price To Cover:

The bid price shall cover the additional cost of all additional supervision, labor, materials, equipment and insurance, to complete the installation of catch basins and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities; backfilling and all other items necessary to perform all work incidental thereto including: installation and removal of drain pipe under gas facilities ("snaking"); widening of trenches to facilitate the above work; subsequent additional backfill and pavement restoration; modifying precast catch basin window to accommodate connection; changing sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to temporarily close and/or complete the work. The price shall not include removal of ledge rock and/or excavation of boulders in open cut.

SECTION 6.02.1 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Upstream Inverts Greater Than Six (6) Feet.

1. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance and incidentals for the extra excavation of catch basin chutes where the upstream invert is greater than six (6) feet under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents or as determined by field conditions and also, for the support and protection of these facilities during the associated excavation, sheeting and backfilling operations.

2. Method Of Measurement:

The bid price shall be per location (Each) where extra excavation and sheeting is required when the catch basin chute installed at an upstream invert depth lower than six (6) feet from the proposed pavement grade because the bottom faces of the interfering gas mains and appurtenances are located at a greater depth than three foot eight inches from the proposed pavement surface only.

3. Method Of Construction:

Incremental cost responsibility for chute excavation is determined by the first private facility encountered during such excavation when initiated from catch basin structure and that prevents the installation of the chute at an upstream cover less than or equal to three (3) feet or any other cover required to avoid City facilities as directed by the Resident Engineer.

4. Payment Restriction:

This item shall not apply and related bid item shall not be paid in cases where:
Upstream invert chute is less than or equal to six (6) feet deep because of gas facilities. Section 6.02 shall be paid.

5. Price To Cover:

The bid price shall cover the additional cost of all supervision, labor, materials, equipment and insurance to complete the installation of catch basin and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities incidental thereto; widening of trenches to facilitate the above work; subsequent additional backfilling and pavement restoration; modifying pre-cast basin window to accommodate connection; the installation of catch basin with deeper sumps as specified; additional sheeting and changes in sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.03 - Removal Of Abandoned Gas Facilities. All Sizes.

1. Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services, or appurtenances thereof, located within the street shown on the contract plans, owned by gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work.

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any resulting from this choice shall be a matter of adjustment between the Contractor and facility operator only, and at no cost to the City.

3. Restrictions:

The facility operator shall be solely responsible for its contaminated gas facilities, surrounding contaminated soil and their disposal and abatement procedures, unless contract bid items are applicable and provided for such work. In such cases, the quantity removed shall be charged to EP-7 bid item "UTL- GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" at the City bid prices.

4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment, and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, support and protection of such properties. The price shall also cover breaking, cutting, and/or burning of abandoned gas pipes and their disposal from the site; sealing open ends remaining in the excavation with concrete or caps (caps to be provided by the facility operator) and backfilling of the area where the pipeline has been removed with clean backfill. The price shall also include any required dump charges. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and restoration associated with abandoned gas facilities removal, all of which are covered under Section 6.06.

**SECTION 6.03.1 - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap.
All Sizes. (For National Grid Work Only)**

1. Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services or appurtenances thereof, located within the street shown on the contract plans, owned by the gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap and so, may require special handling and disposal methods as specified in National Grid Standard Operating Procedure 12-2, Coal Tar Wrap Handling and 12NYCRR56.

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, the Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, the facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost to the City contract. Should such investigation result in the determination that the abandoned gas facilities do not contain Coal Tar Wrap then the removal of said facilities shall be covered under separate item (See Section 6.03).

3. Requirements:

The City Contractor shall excavate abandoned gas facility sufficiently, either in its entirety, or at locations determined by Contractor to allow the removal of Coal Tar Wrap (if present on the abandoned gas facility) and to facilitate the safe extraction of manageable lengths of abandoned pipe without damage to adjacent facilities, utilities or City structures either parallel to or crossing above or below abandoned gas facility. The Contractor is to allow access to the designated cutting points within the Contractor's trench by authorized National Grid personnel who will remove the Coal Tar Wrap as per National Grid procedures. This work by National Grid personnel shall be performed in a timely fashion and shall not unduly impede the Contractor's progress and/or productivity. Upon completion of the coating removal, the Contractor shall be allowed to cut, burn or grind the gas facility and remove the section of abandoned pipe. The

Contractor at a site designated by the Contractor shall stockpile the removed pipe. The facility operator will be responsible to provide trucking and disposal services with its own personnel and shall remove the stockpiled pipes during off hours or during such time as agreed to by the Contractor. Since the pipe removed will remain the property of the facility operator and is to be disposed of by the facility operator, the facility operator shall be responsible for any required notifications, filings, dump charges and incidentals associated with the disposal of abandoned gas facilities found to contain Coal Tar Wrap.

4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, the support and protection of such properties. The cost shall also include hand excavation in the area(s) of proposed abandoned pipe cut(s), cutting and/or burning of abandoned gas pipes and stockpile of removed sections of abandoned pipe and associated maintenance and protection of traffic, blocking and temporary fencing if required. The unit price shall also cover sealing open ends remaining in the excavation with concrete or end caps (end caps to be provided by the facility operator) and backfilling of the area where the abandoned pipeline has been removed with clean backfill material. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and/or restoration (temporary and permanent) associated with abandoned pipe removal ("lost trench"), all of which are covered under separate Section 6.06. The price shall also include allowance for any loss of productivity by the Contractor due to required facility operator work to remove pipe coating and prepare pipe for cutting as well as any change in Contractor's excavation method, additional trucking and/or stockpiling costs.

**SECTION 6.03.1a - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap.
All Sizes. (For Con Edison Work Only)**

1. Description:

Under this section the Contractor shall provide all labor, material, equipment, insurance and, incidentals required to prepare abandoned gas mains, services and appurtenances thereof located within the street shown on contract plans, owned by the gas company operating in the project area (facility operator), for removal due to interference with proposed City work. These abandoned gas facilities were, at one time, used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural, manufactured or a combination of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distribution or furnishing of gas in enclosed containers. Such preparation for removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap which may contain asbestos or PCB's and so, may require special handling and disposal methods as specified in Con Edison - ASBESTOS MANAGEMENT MANUAL, CHAPTER 6 - ASBESTOS WORK PROCEDURES, SECTION 06.04 - COAL TAR WRAP REMOVAL. For under 25' (feet) in length and an approved NYC-DEP variance for over 25' (feet).

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas Facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility

operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities. However, the facility operator may prefer to make this test during performance of City work in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost the City contract. Should such investigation result in the determination that the abandoned gas facilities do not contain Coal Tar Wrap then the removal of said facilities shall be covered under separate item (See Section 6.03).

3. Requirements:

The Contractor shall excavate abandoned gas facility sufficiently, either in its entirety, or at locations determined by Contractor to allow the removal of Coal Tar Wrap (if present on the abandoned gas facility) and to facilitate the safe extraction of manageable lengths of abandoned pipe without damage to adjacent facilities, utilities or city structures either parallel to or crossing above or below abandoned gas facility. The Contractor is to allow access to the designated cutting points within the Contractor's trench by authorized Con Edison personnel who will remove the Coal Tar Wrap as per Con Edison and/or NYC-DEP approved procedures. This access shall conform to all applicable codes, rules & regulations. This work by Con Edison personnel shall be performed in a timely fashion and shall not unduly impede the Contractor's progress and/or productivity. Upon completion of the coating removal, the Contractor shall be allowed to cut, burn or grind the gas facility and remove the section of abandoned pipe. Contractor shall designate a specific site to stockpile those removed pipes. The facility operator will be responsible to provide trucking and disposal services with its own personnel and shall remove the stockpiled pipes during off hours or during such time as agreed to by the Contractor. Since the pipe removed will remain the property of the facility operator and is to be disposed of by the facility operator, the facility operator shall be responsible for any required notifications, filings, dump charges and incidentals associated with the disposal of abandoned gas facilities found to contain Coal Tar Wrap.

4. Method Of Measurement:

Abandoned gas facility removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment and insurance necessary to complete this work in accordance with the plans and specifications, including, but not limited to, excavation by hand around and under other City and facility operator owned properties and, where necessary, the support and protection of such properties. The cost shall also include hand excavation in the area(s) of proposed abandoned pipe cut(s), cutting and/or burning of abandoned gas pipes and stockpile of removed sections of abandoned pipe and associated maintenance of traffic, blocking and temporary fencing if required. The unit price shall also cover sealing open ends remaining in the excavation with concrete or end caps (end caps to be supplied by facility operator) and backfilling of the area where the abandoned pipeline has been removed with clean backfill material. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and/or restoration (temporary and permanent) associated with abandoned pipe removal ("lost trench"), all of which are covered under separate Section 6.06. The price shall also include allowance for any loss of productivity by the Contractor due to required facility operator work to remove pipe coating and prepare pipe for cutting as well as any change in Contractor excavation method, additional trucking and/or stockpiling costs.

SECTION 6.04 - Adjust Hardware To Grade Using Spacer Rings/Adaptors. (Street Repaving.)

1. Description:

Under this section, the Contractor shall provide all labor, supervision, materials, equipment, insurance and incidentals required to adjust to final grade gas street surface hardware located within the contract area boundaries shown on the plans. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in concurrence with authorized representative of the facility operator.

2. Materials:

The facility operator shall furnish and deliver all prefabricated hardware parts required. These include adaptors for the grade adjustment proper and new street hardware if existing ones are found to be defective, all in accordance with the facility operator standards and City rules and regulations. The Contractor shall notify the facility operator of the installation schedule at least three (3) business days before materials are required on the site. Should the facility operator fail to deliver the necessary material according to any schedule mutually agreed upon by the Contractor and facility operator, the City shall not be responsible for any delays attributable thereto, nor for the failure of delivery of such materials. On project where material storage is not permitted on site, the facility operator shall deliver the required material to the Contractor's yard and it shall be the Contractor's responsibility to transport the material to the work site when needed for installation. It shall also be the Contractor's responsibility to inspect the materials to be installed by him immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional expense to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

3. Method Of Measurement:

The Contractor shall be paid for each six (6) inch round box and/or nine (9) inch square box adjusted to grade regardless of adjustment height requirements.

4. Price To Cover:

The unit price bid for this item shall include all additional labor, supervision, insurance, equipment and material (except those to be provided by the facility operator), required to adjust each box to grade as required in the contract plans and specifications. The bid price shall also include the removal of existing frames and covers from existing facilities to be salvaged and returned to the facility operator and, all material transportation from the Contractor's material storage yard to the work site. In addition the bid price shall include "chipping" around existing box using appropriate means and methods where grinding is required.

SECTION 6.05 - Adjust Hardware To Grade By Resetting. (Road Reconstruction.)

1. Description:

Under this item, the Contractor shall provide all labor, supervision, materials, equipment, insurance and incidentals required to adjust to the proposed grade gas street surface hardware located within the contract area boundaries shown on the plans. The gas company operating in the area, (facility operator), owns these facilities. The work shall consist of either building up or lowering or resetting the casting by removing the existing frame and cover building up or decreasing the existing installation, replacing the frame and/or cover if damaged or worn out, as determined by the Resident Engineer, with a new frame and/or cover furnished by the owner, and setting the frame and cover to new elevation. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer.

2. Materials:

The facility operator shall furnish and deliver all new hardware parts required. The Contractor shall furnish materials such as mortar, bricks and concrete in compliance with contract requirements. At locations where high-early strength concrete is required under this contract to be placed adjacent to gas facilities,

then the requirement for concrete shall be high-early strength complying with the current New York State Department of Transportation, Standard Specifications for Class F concrete. Existing castings may be replaced as required and deemed necessary by the Engineer and by City rules and regulations. The Contractor shall install the new castings of various sizes furnished by the facility operator. The Contractor shall notify the facility operator of the installation schedule at least three (3) business days before materials are required on the site and, shall provide off-loading services to the facility operator. Should the facility operator fail to deliver the necessary material according to any schedule mutually agreed upon by the Contractor and facility operator, the City shall not be responsible for any delays attributable thereto, nor for the failure of delivery of such materials. Such delays shall be a matter of adjustment between the Contractor and the facility operator. On project where material storage is not permitted on site, the facility operator shall deliver the required material to the Contractor's yard and it shall be the Contractor's responsibility to transport the material to the work site when needed for installation. It shall also be the Contractor's responsibility to inspect the materials to be installed by him, immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional expense to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

3. Methods Of Construction:

The Contractor shall remove and reinstall existing castings or install new castings to the proposed grade. Setting and resetting the castings shall be done with mortar and brick according to the standards of the facility operator. Work shall be performed in a workmanlike manner. Castings that are deemed unacceptable for resetting shall remain the property of the facility operator and he shall be responsible for their removal and proper disposal from site. No traffic shall be allowed on adjusted street hardware until permitted by the Engineer.

4. Method Of Measurement:

The Contractor shall be paid for each gas hardware adjusted to grade regardless of size or adjustment height requirements (up or down).

5. Price To Cover:

The unit price bid for this item shall include all additional labor, supervision, insurance, equipment and material (except those to be provided by the facility operator), required to adjust each gas hardware to grade as required in the contract plans and specifications. The bid price shall also include the removal of existing frames and covers from existing facilities; building up the existing installations with bricks and mortar, or lowering the existing installation by removing bricks and mortar; replacing damaged frames and/or covers with new frames and/or covers furnished by the facility operator; setting the frames and covers to the new elevations; protect existing installations; repair minor structural damages to existing installations prior to resetting frames; unloading of furnished castings at the Contractor's yard and transporting castings from the Contractor's yard to the job site as required; completing the work in accordance with the contract plans, specifications and, at the directions of the Engineer. In addition the bid price shall include "chipping" around existing gas facilities using appropriate means and methods where grinding is required.

SECTION 6.06 - Special Care Excavation And Backfilling.

1. Description:

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to support and protect the integrity of live gas facilities including mains, services, related structures and appurtenances during excavations. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in consultation with authorized representatives of the facility operator.

2. Applicability Of Section:

This section shall apply to live gas facilities of various sizes located within two (2) feet of any face of unsheeted excavation, (unsheeted excavation refers to any excavation performed for city work and includes excavations performed that are to be subsequently sheeted using approved methods) and paralleling or, encroaching any face of excavation. Also, for crossings greater than forty-five (45) degrees and/or located at a cover depth greater than five (5) feet from existing street surface. Parallel facilities are not exposed at any time during excavation (See "Gas Cost Sharing Work Standard Sketch No. 5"). Encroaching facilities are partially exposed inside the limit of excavation (See "Gas Cost Sharing Work Standard Sketch No. 5"). This section shall also apply to gas facilities crossing catch basins excavation, and catch basins sewer connections (chutes) trench excavation only when extra depth (covered in other section), is not required for chutes installations because of such utilities interferences (See "Gas Cost Sharing Work Standard Sketch No. 3"). This section shall also apply to gas services (if shown or otherwise listed in contract documents) crossing unsheeted excavations for water mains, gas facilities crossing fire hydrant branch connections, house sewer and/or water service connections excavations. This section shall also apply for so called "loss trench", as described further, and for additional excavation (pavement and/or soil), backfilling, compaction, roadway base and pavement restoration due to abandoned gas facilities, only if removed by Contractor. If operating status of gas facilities cannot be determined prior to excavation then such facilities shall be considered live and this section shall fully apply. The excavation around fully exposed live gas facilities along and within limits of excavation (not crossings) shall be covered by this section also (not shown on "Gas Cost Sharing Work Standard Sketch No. 5"), however the support requirement, if any is required, of such facilities is beyond the scope of these specifications and therefore shall be the responsibility of facility operator to determine and prescribe, at no cost to the City contract, but shall be a matter of adjustment between the Contractor and facility operator.

3. Payment Restriction:

No special care excavation shall be paid for abandoned gas facilities paralleling and/or encroaching excavation and therefore are not in direct interference with City work. Except as allowed in this section, the bid item specified under this section shall not be used in combination with items covered under other sections for work done due to a particular gas facility. This item shall not be paid for new gas facilities when trenching for such new facilities has been performed by the Contractor of record in common with trench excavation for City Work (overlapping trench limits). The cost of excavating with care as defined in this section shall be deemed included in the cost of trench excavation for the new gas facilities. This restriction shall apply even if such gas common trench excavation is not part of the contract. If facilities are in direct interference with City work, meaning that "Minimum Clearances" described in "General Provisions; Gas Cost Sharing Work Paragraph No. 8" cannot be maintained and excavation has to be temporarily or permanently abandoned then this particular location shall become a test pit and dealt with as specified in Section 6.07 and "General Provisions; Gas Cost Sharing Work Paragraphs Nos. 2 and 8".

4. Method Of Construction:

All excavation in the vicinity of gas facilities shall be as required by NYS Industrial Code 753. Where these facilities are paralleling and located two (2) feet or less from the limits of the proposed excavation, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) to ascertain the clearances of these facilities with respect to the proposed excavation. Once the location of these facilities with respect to the proposed excavation is verified to the satisfaction of the Resident Engineer, the Contractor shall then proceed with a combination of hand and machine excavation as required preserving the integrity of the facilities. The installation of timber supports or underpinning, when soil foundation cannot fully support partially exposed pipes, may be required to prevent pipe movement as directed by the Resident Engineer.

5. Method Of Payment:

The unit price for this work item shall be based on cubic yard (CY) of average excavation with care and, is to be considered as an incremental cost for performing City work with gas facilities interferences.

6. Method Of Measurement:

- A. For Paralleling Facilities: Volume calculated as: Depth as measured from existing street surface to the bottom of unsheeted trench excavation allowable by OSHA regulations, multiplied by, the width measured as one (1) foot from the face of excavation toward the center of excavation, multiplied by the length of parallel facility, divided by twenty-seven (27) cubic feet per cubic yard (See "Gas Cost Sharing Work Standard Sketch No. 5"). The gas facility is no longer considered to be in interference once sheeting has been installed, therefore no further compensation for paralleling facilities as described above will be made.
- B. For Encroaching Facilities: Volume calculated as: Depth of trench as allowable by OSHA, maximum up to five (5) feet multiplied by, the width of partially exposed pipe plus one (1) foot, multiplied by the length of facility encroachment, divided by twenty-seven (27) cubic feet per cubic yard (See "Gas Cost Sharing Work Standard Sketch No. 5").
- C. Fully Exposed Gas Facilities: (Not shown on "Gas Cost Sharing Work Standard Sketch No. 5") along and inside trench and/or crossing trench at an angle greater than forty-five (45) degrees and/or a cover depth greater than five (5) feet from the existing street surface. The volume shall be measured as the depth of trench excavation multiplied by the distance measured along the sheeting line between two (2) points of intersections of the gas facilities and the sides of trench excavation, multiplied by the width of trench excavation.
- D. For Additional Excavation And Restoration Due To So Called "Loss Trench", When The Integrity Of Pavement And Soil Above And Around Existing Live Gas Facilities Cannot Be Maintained Due To Its Lack Of Cohesiveness: Volume shall be calculated as: Depth of unsheeted trench excavation multiplied by width measured as distance of facility from closest edge of unsheeted excavation plus, width of facility proper plus, one (1) foot or a maximum width of three (3) feet multiplied by length of facility fully exposed divided by, twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").
- E. For Facilities Crossing Excavation For Catch Basins, Or Chutes Installations (When NYCDEP Funded) Or Fire Hydrant Branch Connections, Or Unsheeted Water Main Trench, Or House Sewer And/Or Water Services: Volume calculated as: Depth as measured from existing street surface to the bottom of the trench excavation multiplied by, the width taken as the outside diameter of pipe or the width of structure plus one (1) foot on either side (two (2) feet), multiplied by, the length of exposed facility crossing the trench, divided by twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").

Overlapping volume dimensions measured as described above may occur when multiple facilities are paralleling excavations, encroaching excavations or crossing catch basins and catch basin chute installations. In such cases, all such facilities shall be counted as one limited by the extreme pipes, faces (See "Gas Cost Sharing Work Standard Sketch No. 2"). The volume shall then be calculated as described above.

7. Price To Cover:

The bid price shall also cover all additional supervision, labor, material, equipment and insurance necessary to excavate while protecting and maintaining (excluding supports for fully exposed live gas) gas facilities without disruption of service to the public and in accordance with contract specifications. The price shall also include, changes of sheeting method and excavation width configuration where necessary to accommodate gas facilities in their existing locations; difficulties during the installation of catch basins, chute connections, hydrant branch, and house sewer and water connections under or over gas facilities; loss of productivity due to slower rate of excavation (special care) during excavation, including the use of such methods as: hand excavation around existing single and multiple facilities, extra excavation and backfilling due to lost trench because of existing and adjacent gas facilities, compaction, removal of sheeting from the facilities, extra roadway base restoration and temporary pavement, associated

maintenance and protection of traffic, barricades, and traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.07 - Test Pits For Gas Facilities.

1. Description:

Under this section, the Contractor shall furnish all labor, materials, insurance, equipment and appliances necessary to excavate, sheet and, maintain test pits at locations approved by the Resident Engineer in consultation with the facility operator. Test pits shall be dug in order to ascertain exact locations, cover and invert elevations, clearances, alignment and operating status (live or dead) of existing gas facilities. The Contractor shall inspect jointly with the Resident Engineer and facility operator, gas facilities and other structures uncovered, take all relevant measurements and elevations as directed by the Resident Engineer. Tests to determine operating status of gas facilities shall be performed by facility operator. The pits shall be covered with steel plates during daytime nonworking hours, and uncovered, as required, until the inspection work is completed. Testing of gas facilities may require a maximum of four (4) hours. Then, the pits shall be backfilled with clean fill, and resurfaced with temporary pavement. All traffic shall be maintained and all safety measures as stipulated shall be complied with.

2. Methods Of Construction:

A. Excavation: Existing pavement to be removed shall be neatly cut along lines of removal with a saw or other approved equipment which leaves a neat straight joint line along the juncture with subsequently replaced pavement. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. Use of hand operated pneumatic and electric jackhammers will be permitted only for breaking pavement and removal of masonry, concrete and boulders, or as otherwise directed by the Resident Engineer. The Contractor shall properly dispose of all materials excavated from test pits away from site. Test pits shall be excavated at locations shown on the contract drawings or as directed by the Resident Engineer. Additional test pits may be required and shall be excavated where required, as ordered by the Resident Engineer. All test pits shall be excavated to a depth and size necessary to locate the existing facilities. Sheeting shall be used when depth of excavation exceeds five (5) feet. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Codes requirements and as specified in contract, whichever is more stringent. Care shall be taken that no existing gas facilities or other structures are broken or damaged. All broken or damaged facilities shall be reported immediately to facility operator who shall decide whether such facilities shall be repaired or replaced by company forces or by City contractor and in conformance with "General Provisions; Gas Cost Sharing Work Paragraph No. 9". Contractor shall excavate all material encountered, including large masses of concrete, cemented masonry and boulders, as directed by the Resident Engineer. Any type of excavation protection used, shall satisfy the following:

- (a) Industrial Code Rule 753.
- (b) Prevent injury to workers and the public, and avoid damage to existing water, sewer, and gas pipes or other structures, and to pavements and their foundations, through caving or sliding of the banks of the excavation.

Should it become necessary, as determined by the Resident Engineer, to enlarge any test pit in any dimension after sheeting has been placed, the Contractor shall remove portions of the sheeting, as necessary, enlarge the test pits as directed, and replace the sheeting without additional compensation for this work other than for the additional volume of material excavated.

B. Maintenance Of Test Pits: Excavated test pits shall be maintained free of debris and kept dry by the Contractor in order to permit the inspection and measurements and to determine the locations of facilities. In order to accomplish this, Contractor shall, upon completion of excavation and placement of sheeting (if depth greater than five (5) feet), furnish and install adequate steel plates and posting over the excavated pits and shall temporarily remove all equipment debris and workers, and relocate

barricades in order to open the full width of street to traffic during nonworking hours. The Contractor shall then, at no additional cost, relocate such barricades, barrels, cones and other warning devices and remove steel plates, as and when directed by the Resident Engineer to facilitate the inspection of exposed facilities. When work is being performed and the pits are not covered with steel plates, the Contractor shall provide complete and safe access to the test pits as may be required, and he shall provide construction barricades and maintain traffic at all times as shown or as directed by the Resident Engineer. Upon completion of test pit inspection by the Resident Engineer, the pit shall be backfilled by the Contractor as specified in contract, except that backfill material shall conform to contract specifications for such purpose.

- C. Pavement And Sidewalk Restoration: After backfilling is completed, the Contractor shall construct a temporary pavement consisting of a minimum of four (4) inches thick asphaltic concrete mixture in roadway areas or a two (2) inches thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent pavement and sidewalk replacement is constructed as specified in contract.

3. Measurements:

The quantity to be measured for payment shall be the number of cubic yards of material removed from within the limits of the pit dimensions as directed by the Resident Engineer. The volume occupied by existing pipes or other structures remaining within the maximum payment lines will not be deducted from the total volume measured except, where the cross sectional area of these facilities exceeds four (4) square feet. As determined by the Resident Engineer, the quantity measured for payment may be proportionate to a fair and reasonable estimate of gas responsibility in the total volume excavated.

4. Price To Cover:

The contract price bid per cubic yard for test pits shall cover all additional costs of labor, material, insurance, equipment, appliances and incidentals required to excavate test pits, including removal and disposal of excavated materials, sheeting, steel plating, backfill, compaction and temporary pavement and sidewalk restoration all in accordance with the specifications and as directed by the Resident Engineer. The price shall also include the cost of providing safe access to the excavation by facility operator for the performance of certain test to determine operating status of gas facilities prior to City work. The price shall also include support and protection of all gas facilities crossing excavation, paralleling and/or encroaching any face of excavation.

SECTION 6.08 - "NO TEXT"

**SECTION 6.09 - Trench Excavation and Backfill for New Gas Mains and Services
(For National Grid Work Only)**

1. Description:

Under this section, the contractor shall furnish all labor, materials, equipment, insurance, permits and incidentals required to break/remove roadway and sidewalk pavement, excavate, backfill and restore gas trenches. The trench to be excavated shall be determined by the size of the gas facility to be installed. The work shall be performed in accordance with applicable specifications, and/or at the direction of the Resident Engineer in consultation with the facility operator.

2. Materials:

All materials used to excavate and prepare trenches shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer.

3. Method of Construction:

Excavation – The Contractor shall saw cut and/or break and remove existing roadway which may include but is not limited to, asphalt, concrete and cobblestone, utilizing approved equipment that leaves a neat straight joint line along the juncture with subsequently replaced pavement. Prior to starting the trenching operation, the contractor shall excavate the appropriate gas main tie-in pits at the extremities of the gas main sections to be replaced. Test pits shall be excavated to determine exact location of all tie-in pits and at appropriate intervals along proposed trench excavation to verify lane and clearances as shown on the contract plans. The tie-in pits shall be adequately protected by the contractor using wood fencing or steel traffic plates until such time when the facility operator has completed the tie-in work. The Contractor shall be permitted to excavate utilizing a combination of machine and hand excavation, as field conditions warrant, and as directed by the facility operator. The trench shall be adjusted so as to provide for a nominal cover on the new gas facilities or as required based on field conditions, applicable specifications, or as directed by the facility operator in consultation with the Resident Engineer. The width of the trench shall be as directed by the facility operator in consultation of the Resident Engineer. The bottom of the trench shall be graded smooth with a minimum cushion of 3 inches of clean sand and in conformance with applicable specification and be compacted, to minimize initial settlement and to avoid "point" support of new gas facilities. All stones projecting into the trench bottom shall be removed, and the voids backfilled before the new gas facilities are installed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. The contractor shall properly dispose of all materials excavated away from site. Size and location of excavation shall be as directed by the facility operator in consultation with the Resident Engineer. Trenches shall be excavated to a depth and size necessary to facilitate the installation of the new gas facility and in conformance with the applicable specification. All existing facilities that are encountered during trench excavating shall be protected in a manner suitable to the facility operator in consultation with the Resident Engineer. Tight sheeting shall be used, as required, based on field conditions and/or when the depth of excavation is equal to or greater than five feet. Skeleton type sheeting will not be permitted. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Code requirements and in compliance with applicable specifications and/or as directed by the facility operator in consultation with the Resident Engineer. Care shall be taken that no existing gas facilities or other structures are broken or damaged. Contractor shall excavate all material encountered necessary to facilitate the installation of the new gas facilities, and as directed by the facility operator. Care should be taken to avoid damage to existing utility facilities and structures, and to pavements and their foundations, and to avoid caving or sliding banks within the excavation.

Maintenance of Trench Excavation - Excavated trenches shall be maintained free of debris and kept dry by the contractor. In order to accomplish this, contractor shall, upon completion of excavation and placement of sheeting (as required and/or if depth is equal to or greater than five feet), furnish and install adequate steel plates, as directed by the facility operator in consultation with the Resident Engineer, and posting over the excavated trenches and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during non-working hours, as required based on DOT requirements. National Grid forces will perform all live gas main connections, dead gas main cut-outs, and/or service work associated with disconnecting and reconnecting from old to new gas main. The Contractor shall then, at no additional cost, relocate such barricades barrels, cones and other warning devices and remove steel plates, as and when directed by the facility operator in consultation with the Resident Engineer to facilitate the installation of the new gas facilities. When work is being performed and the excavations are not covered with steel plates, the Contractor shall provide complete and safe access to the trench as may be required, and shall provide construction barricades and maintain traffic at all times as shown or as directed by the facility operator in consultation with the Resident Engineer. The contractor has the responsibility to maintain and set to grade all National Grid hardware during backfill and pavement restoration. Upon completion of installation of the new gas facility, the trench excavation shall be backfilled by the contractor in accordance with Contract requirements and all backfill material shall conform to contract specifications for such purpose.

Pavement and Sidewalk Restoration - After backfilling is completed, the contractor shall install temporary pavement consisting of six inches (6") thick asphaltic concrete mixture in roadway areas or a two inches (2")

thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent replacement as specified in contract. Permanent pavement restoration shall be as required by the appropriate contract specifications and as directed by the Resident Engineer.

4. Method of Measurement:

The quantity to be measured for payment shall be the number of cubic yards (C.Y.) of trench actually excavated, including roadway pavement, base and/or sidewalk concrete removed within the limits of the trench as directed by the Resident Engineer in consultation with the facility operator. The volume occupied by existing pipes or other structures will be deducted from the total volume measured as shown on contract drawing(s) Title: EP-7 SECT. 6.09 GAS SPECIALTY CONTRACTOR WORK, or as encountered based on existing field conditions.

5. Price to Cover:

The unit price bid per cubic yard for excavation shall include the cost of all supervision, labor, material, equipment, insurance and incidentals necessary to complete excavation trenches, including backfill, compaction testing and restoration of trenches and tie-in pits as specified or shown on the contract, plans. The bid price shall also include the cost of coordinating the sewer and water main work to be performed by the contractor with the gas installation work to be performed by others. The price shall also include, associated maintenance of traffic, and traffic plates and openings and closings of plates as may be required in order to provide access to the facility operator during the new gas facility installation, and installing, removing and maintaining tight sheeting that may be required, cut, break and remove various thickness of surface and base pavement, excavate by hand, furnish, place and compact, in compliance with DOT requirements, clean sand backfill following installation of the gas facility. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price. The price shall also include the cost of providing temporary pavement restoration. Permanent pavement restoration shall be deemed included in this item, as required and as directed by the Resident Engineer.

SECTION 6.09a Trench Excavation and Backfill for New Gas Mains and Services (For Con Edison Work Only)

1. Description:

Under this section, the contractor shall furnish all labor, materials, equipment, insurance, permits and incidentals required to break/remove roadway and sidewalk pavement, excavate, backfill and restore gas trenches. The trench to be excavated shall be determined by the size of the gas facility to be installed. The work shall be performed in accordance with applicable specifications, and/or at the direction of the Resident Engineer in consultation with the facility operator.

2. Materials:

All materials used to excavate and prepare trenches shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer. Clean sand backfill material shall be used and shall conform to Con Edison specification EO-1181-rev.6, General Specification for Backfilling of Trench and Small Openings.

3. Method of Construction:

Excavation – The Contractor shall saw cut and/or break and remove existing roadway which may include but is not limited to, asphalt, concrete and cobblestone, utilizing approved equipment that leaves a neat straight joint line along the juncture with subsequently replaced pavement. Prior to starting the trenching operation, the contractor shall excavate the appropriate gas main tie-in pits at the extremities of the gas main sections to be replaced. Test pits shall be excavated to determine exact location of all tie-in pits and at appropriate intervals along proposed trench excavation to verify lane and clearances as shown on the contract plans. The tie-in pits shall be adequately protected by the contractor using wood fencing or steel

traffic plates until such time when the facility operator has completed the tie-in work. The Contractor shall be permitted to excavate utilizing a combination of machine and hand excavation, as field conditions warrant, and as directed by the facility operator. The trench shall be adjusted so as to provide for a nominal cover on the new gas facilities or as required based on field conditions, applicable specifications, or as directed by the facility operator in consultation with the Resident Engineer. The width of the trench shall be as directed by the facility operator in consultation of the Resident Engineer. The width and depth of the trench shall conform to Con Edison Gas Operations drawing 309495 rev. 4, Trench Excavation for Gas Mains Up to 350 PSIG, or as directed by the facility operator in consultation of the Resident Engineer. The bottom of the trench shall be graded smooth with a minimum cushion of 3 inches of clean sand and in conformance with applicable specification and be compacted, to minimize initial settlement and to avoid "point" support of new gas facilities. All stones projecting into the trench bottom shall be removed, and the voids backfilled before the new gas facilities are installed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. The contractor shall properly dispose of all materials excavated away from site. Size and location of excavation shall be as directed by the facility operator in consultation with the Resident Engineer. Trenches shall be excavated to a depth and size necessary to facilitate the installation of the new gas facility and in conformance with the applicable specification. All existing facilities that are encountered during trench excavating shall be protected in a manner suitable to the facility operator in consultation with the Resident Engineer. Tight sheeting shall be used, as required, based on field conditions and/or when the depth of excavation is equal to or greater than five feet. Skeleton type sheeting will not be permitted. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Code requirements and in compliance with applicable specifications and/or as directed by the facility operator in consultation with the Resident Engineer. Care shall be taken that no existing gas facilities or other structures are broken or damaged. Contractor shall excavate all material encountered necessary to facilitate the installation of the new gas facilities, and as directed by the facility operator. Care should be taken to avoid damage to existing utility facilities and structures, and to pavements and their foundations, and to avoid caving or sliding banks within the excavation.

Maintenance of Trench Excavation - Excavated trenches shall be maintained free of debris and kept dry by the contractor. In order to accomplish this, contractor shall, upon completion of excavation and placement of sheeting (as required and/or if depth is equal to or greater than five feet), furnish and install adequate steel plates, as directed by the facility operator in consultation with the Resident Engineer, and posting over the excavated trenches and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during non-working hours, as required based on DOT requirements. Con Edison forces will perform all live gas main connections, dead gas main cut-outs, and/or service work associated with disconnecting and reconnecting from old to new gas main. The Contractor shall then, at no additional cost, relocate such barricades barrels, cones and other warning devices and remove steel plates, as and when directed by the facility operator in consultation with the Resident Engineer to facilitate the installation of the new gas facilities. When work is being performed and the excavations are not covered with steel plates, the Contractor shall provide complete and safe access to the trench as may be required, and shall provide construction barricades and maintain traffic at all times as shown or as directed by the facility operator in consultation with the Resident Engineer. The contractor has the responsibility to maintain and set to grade all Con Edison hardware during backfill and pavement restoration. Upon completion of installation of the new gas facility, the trench excavation shall be backfilled by the contractor in accordance with Contract requirements and all backfill material shall conform to contract specifications for such purpose.

Pavement and Sidewalk Restoration - After backfilling is completed, the contractor shall install temporary pavement consisting of six inches (6") thick asphaltic concrete mixture in roadway areas or a two inches (2") thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent replacement as specified in contract. Permanent pavement restoration shall be as required by the appropriate contract specifications and as directed by the Resident Engineer.

4. Method of Measurement:

The quantity to be measured for payment shall be the number of cubic yards (C.Y.) of trench actually excavated, including roadway pavement, base and/or sidewalk concrete removed within the limits of the trench as directed by the Resident Engineer in consultation with the facility operator. The volume occupied by existing pipes or other structures will be deducted from the total volume measured as shown on contract drawing(s) Title: EP-7 SECT. 6.09 GAS SPECIALTY CONTRACTOR WORK, or as encountered based on existing field conditions.

5. Price to Cover:

The unit price bid per cubic yard for excavation shall include the cost of all supervision, labor, material, equipment, insurance and incidentals necessary to complete excavation trenches, including backfill, compaction testing and restoration of trenches and tie-ins pits as specified or shown on the contract, plans. The bid price shall also include the cost of coordinating the sewer and water main work to be performed by the contractor with the gas installation work to be performed by others. The price shall also include, associated maintenance of traffic, and traffic plates and openings and closings of plates as may be required in order to provide access to the facility operator during the new gas facility installation, and installing, removing and maintaining tight sheeting that may be required, cut, break and remove various thickness of surface and base pavement, excavate by hand, furnish, place and compact, in compliance with DOT requirements, clean sand backfill following installation of the gas facility. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price. The price shall also include the cost of providing temporary pavement restoration. Permanent pavement restoration shall be deemed included in this item, as required and as directed by the Resident Engineer.

GAS COST SHARING STANDARD SPECIFICATIONS
SCHEDULE GCS-A

Average rate charged by utility companies to Disconnect and Reconnect Gas Services:

1. National Grid - \$586.90 per Service/and Visit
2. Con Edison - \$524.00 per Service/and Visit

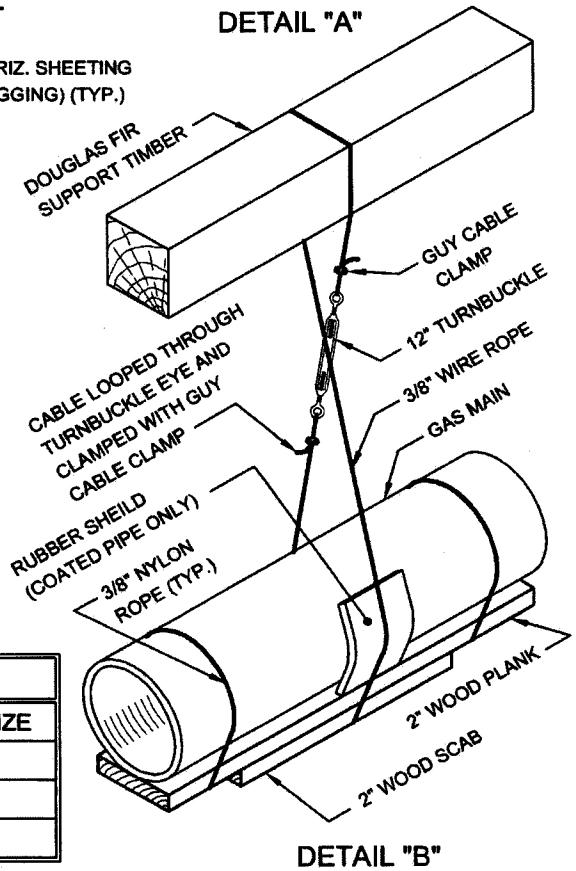
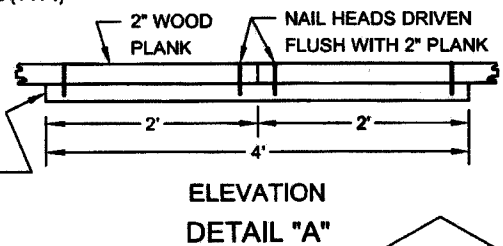
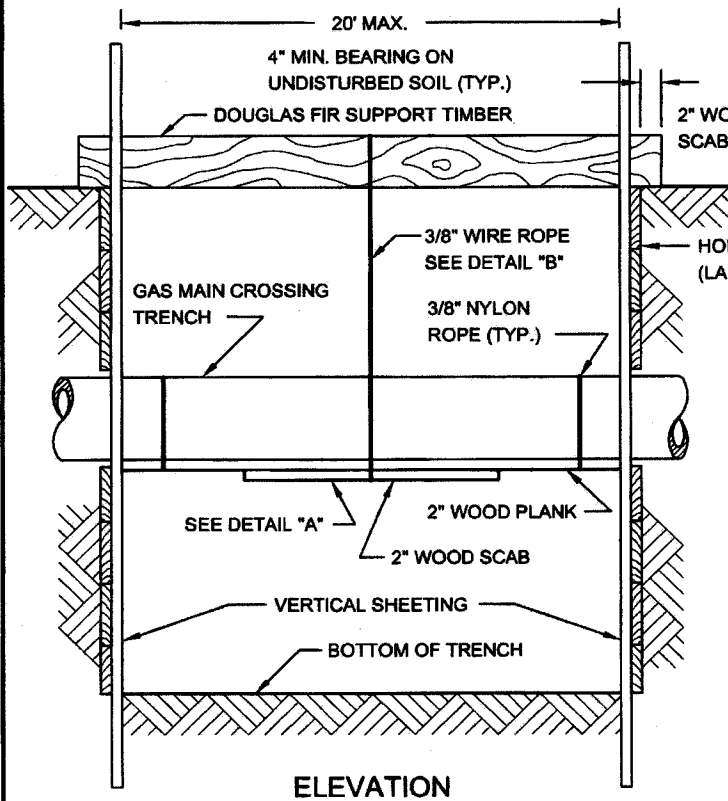
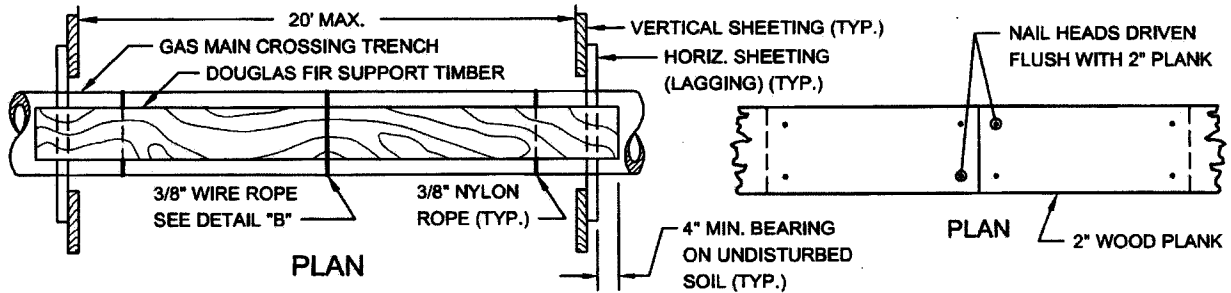
IV - STANDARD SKETCHES; GAS COST SHARING WORK

Hereinafter attached are the following Standard Sketches for Gas Cost Sharing Work:

- Sketch No. 1 - Support Requirements For Gas Mains And Services Crossing Excavation Greater Than 4' - 0" Wide At Any Angle
- Sketch No. 1A - Support Requirements For Gas Mains Over 16" Diameter Up To And Including 48" Diameter Crossing Excavation At Any Angle
- Sketch No. 2 - Typical Methods Of Measurement For Gas Crossings
- Sketch No. 3 - Utility Crossings During Catch Basin Chute Connection Pipe Installation
- Sketch No. 4 - Utility Crossings During Catch Basin Chute Connection Pipe Installation (Extra Depth)
- Sketch No. 5 - Gas Main Encroachment On And/Or Parallel To Excavation Of Unsheeted Trench

GAS COST SHARING WORK (SKETCH NO. 1)

SUPPORT REQUIREMENTS FOR GAS MAINS AND SERVICES CROSSING EXCAVATION GREATER THAN 4'-0" WIDE AT ANY ANGLE

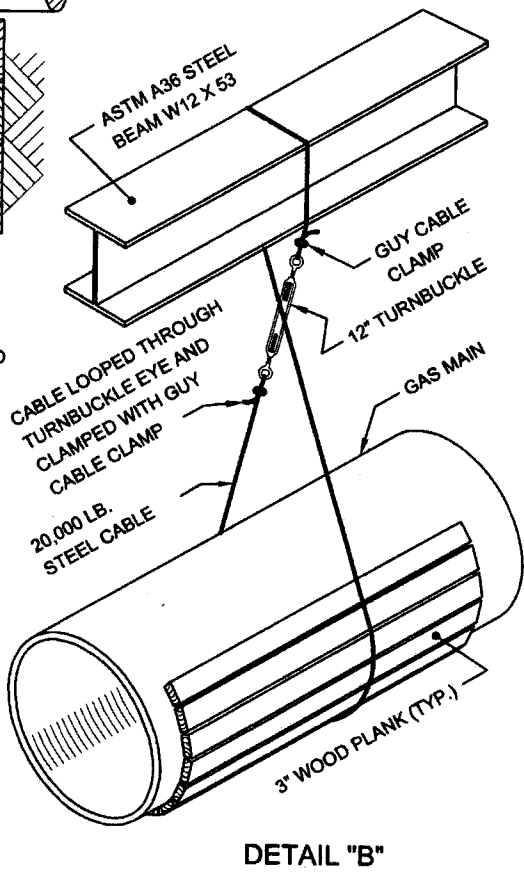
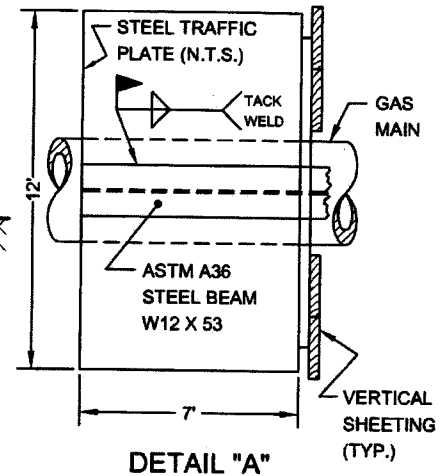
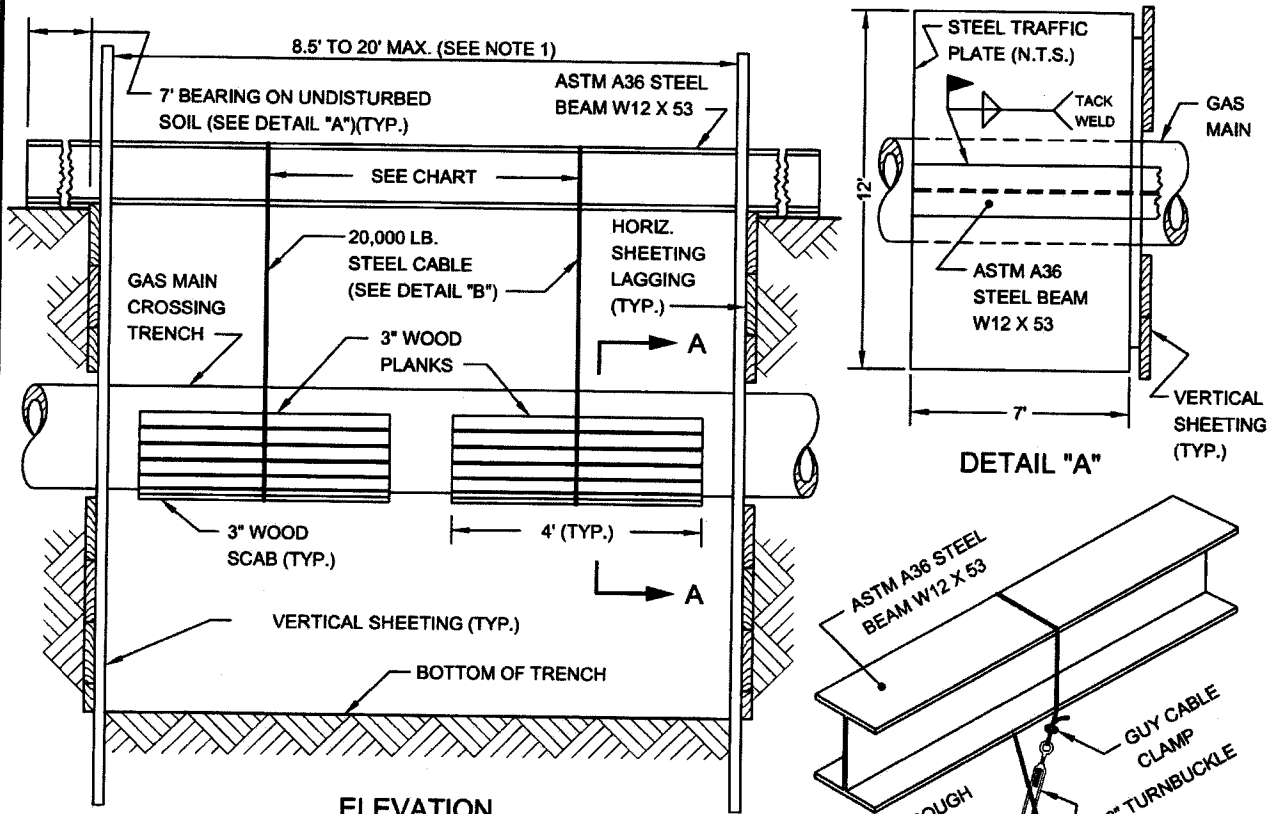


CABLE SUPPORT		TIMBER SUPPORT	
MAIN TYPE	SPACING	MAIN SIZE	TIMBER SIZE
CAST IRON	4' O.C. MAX.	UP TO 6"	6" X 6"
STEEL	10' O.C. MAX.	8" TO 10"	8" X 8"
PLASTIC	10' O.C. MAX.	12" TO 16"	10" X 10"

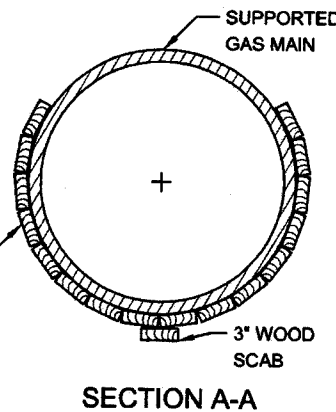
REVISED OCT. 2004 - L. ADRIEN
REVISED JUNE 1988 - J. WONG / W. PATALANOP, INC.

GAS COST SHARING WORK (SKETCH NO. 1A)

SUPPORT REQUIREMENTS FOR GAS MAINS OVER 16" DIAMETER UP TO AND INCLUDING 48" DIAMETER CROSSING EXCAVATION AT ANY ANGLE



CABLE SUPPORT	
MAIN TYPE	SPACING
CAST IRON	4' O.C. MAX.
STEEL	10' O.C. MAX.

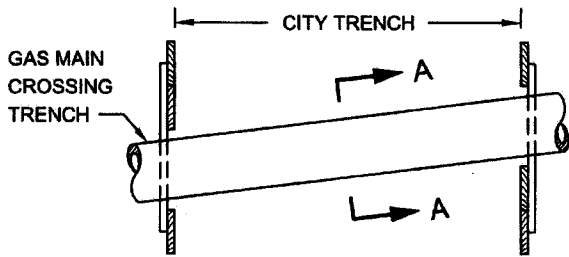


- NOTES:**
- (1) NO SUPPORT IS REQUIRED FOR GAS MAINS OVER 16" DIA. UP TO AND INCLUDING 48" DIA. CROSSING TRENCHES LESS THAN 8.5' WIDE.
 - (2) UNDERMINE A MAXIMUM OF 8.5 L.F. OF CAST IRON GAS MAIN AT A TIME.
 - (3) SET STEEL CABLE OVER 3" WOOD PROTECTIVE PLANKS AND PLACE AN ADDITIONAL 3" SCAB ON THE BOTTOM OF THE GAS MAIN.
 - (4) ADJUST STEEL CABLE UNTIL DEAD WEIGHT OF THE UNDERMINED GAS MAIN HAS BEEN TAKEN UP BY THE OVERHEAD STEEL BEAM SUPPORT.
 - (5) ALL SUPPORTS AND STEEL CABLES CAN BE REMOVED ONLY AFTER THE REQUIRED BACKFILL (AROUND AND BELOW GAS MAIN) HAS BEEN COMPACTED IN ACCORDANCE WITH NEW YORK CITY STANDARDS AND AT THE DIRECTIONS OF THE ENGINEER.

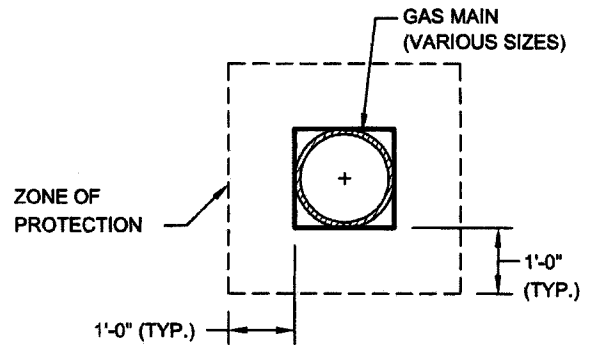
REVISED OCT. 2004 - L. ADRIEN
REVISED JUNE 1998 - J. WONG / W. PATALANOP / MOY

GAS COST SHARING WORK (SKETCH NO. 2)

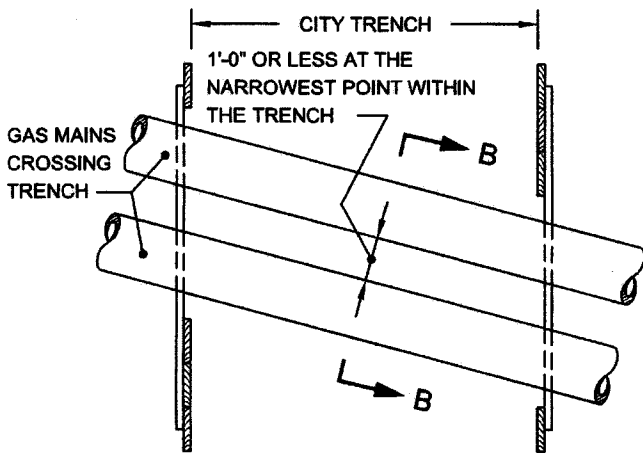
TYPICAL METHODS OF MEASUREMENT FOR GAS CROSSINGS



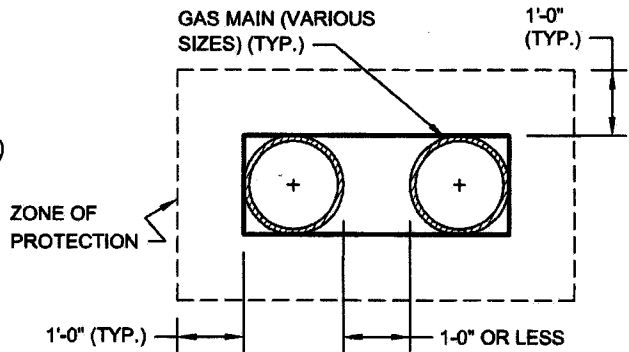
SINGLE FACILITY CROSSING



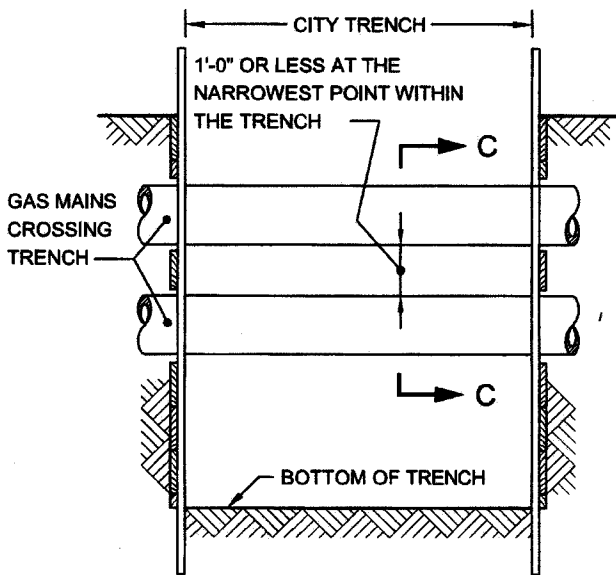
SECTION A-A



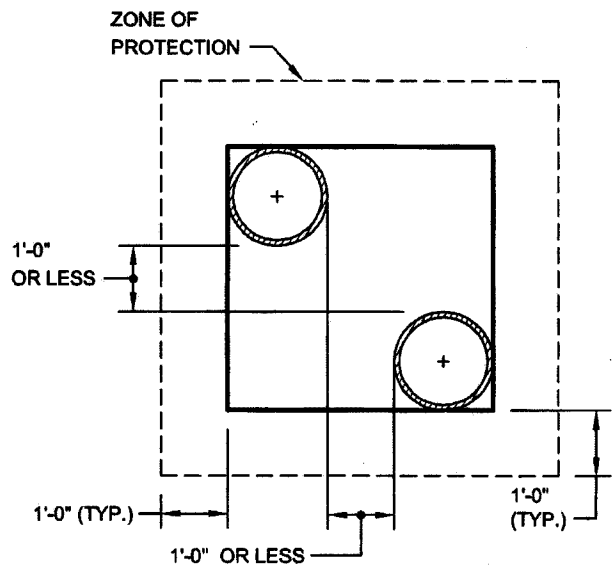
**MULTIPLE FACILITIES
(GAS MAINS AT SAME ELEVATION)**



SECTION B-B



**MULTIPLE FACILITIES
(ONE CROSSING AT DIFFERENT ELEVATIONS)**



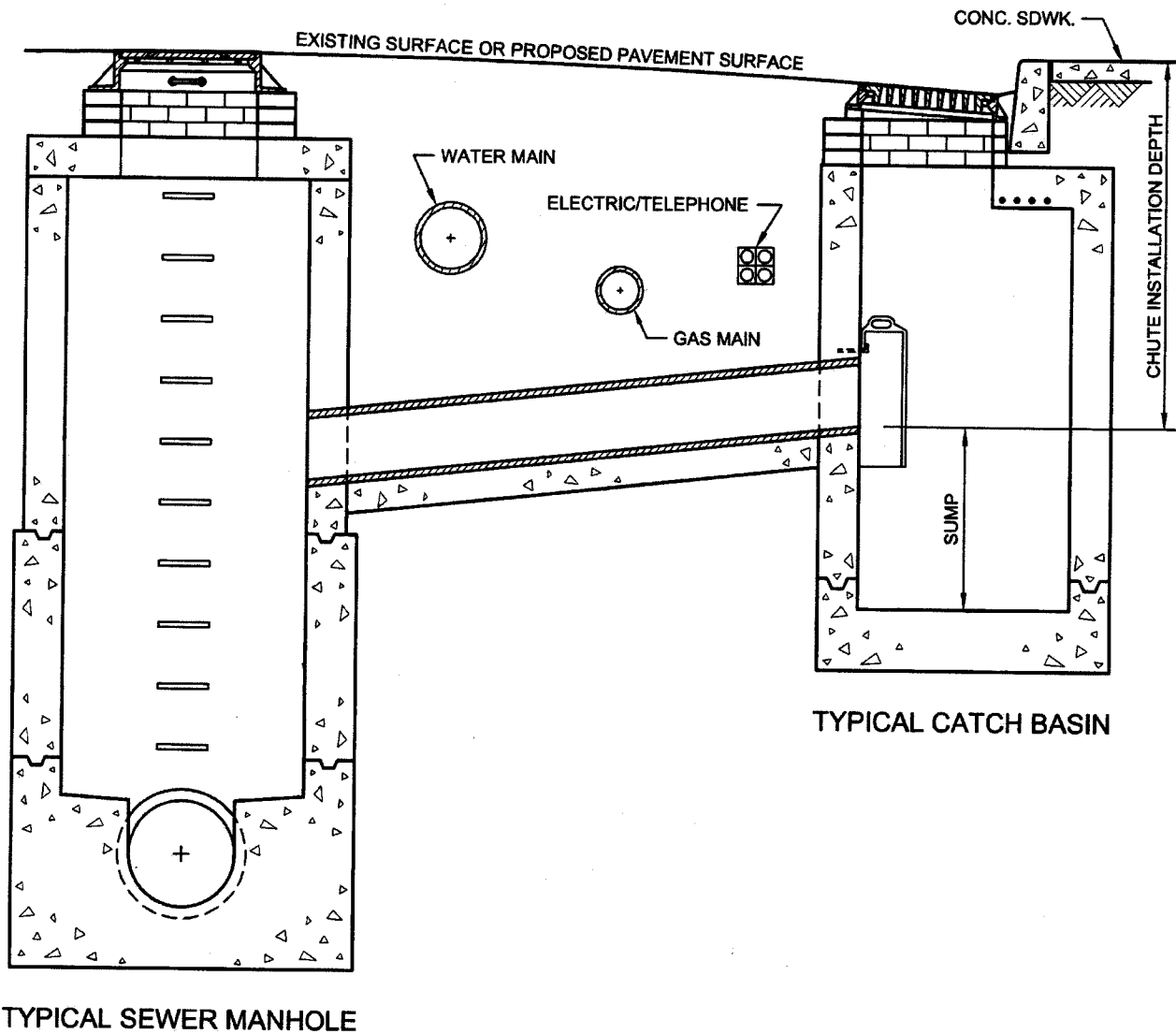
SECTION C-C

NOTE:

GAS MAINS MAY OR MAY NOT BE PARALLEL TO EACH OTHER.

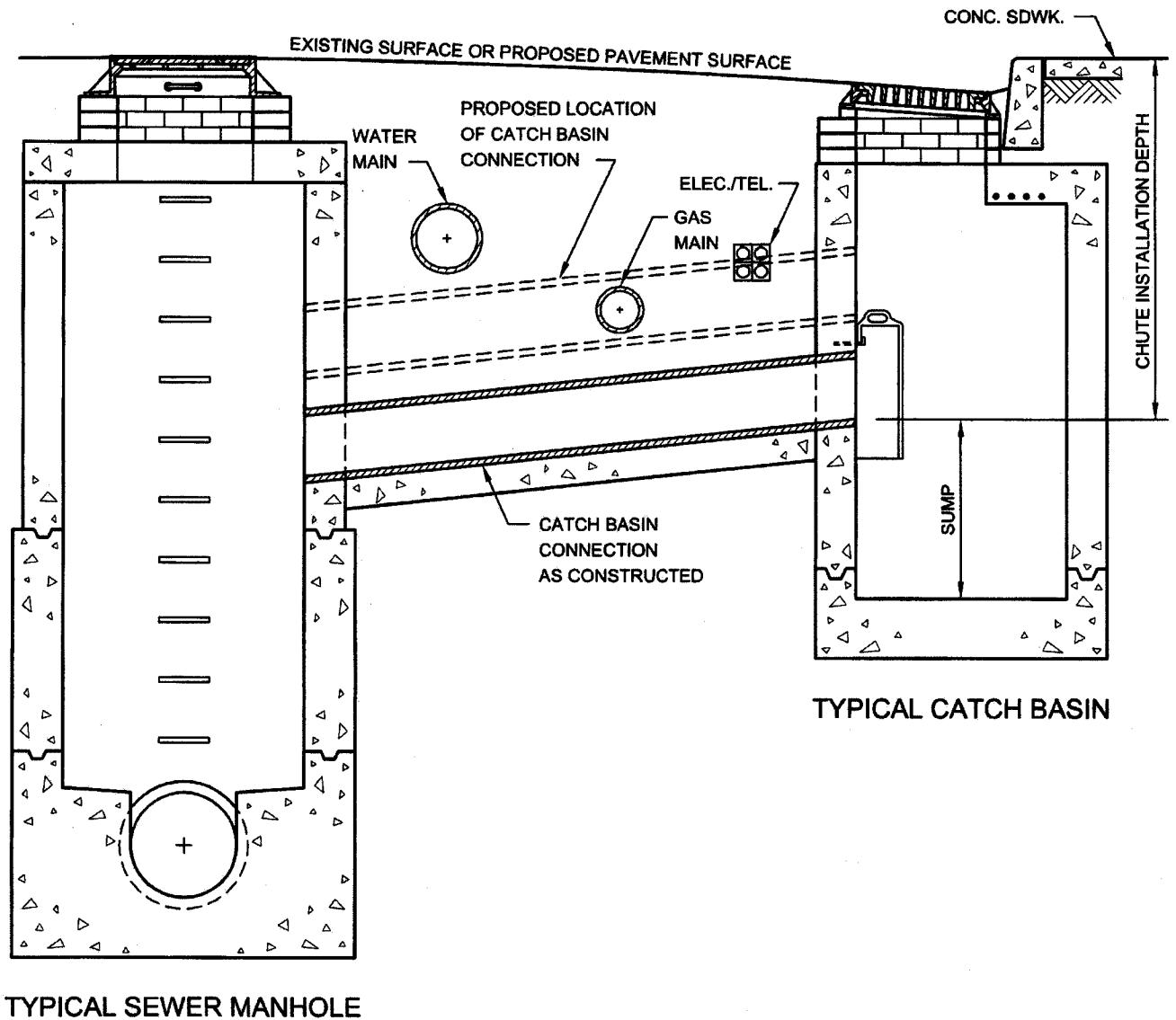
REVISED SEPT. 2004 - J. ADRIEN
REVISED SEPT. 2004 - J. WONG/M. PATALANOP, MOY

GAS COST SHARING WORK (SKETCH NO. 3)
UTILITY CROSSINGS DURING CATCH BASIN CHUTE
CONNECTION PIPE INSTALLATION



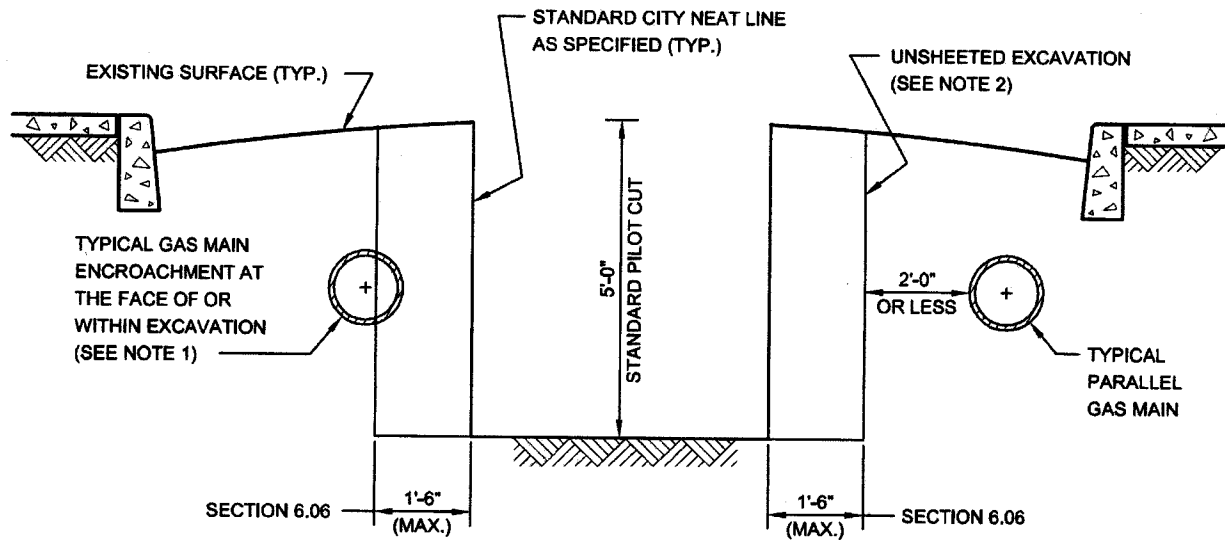
REVISED OCT. 2004 - I. ADRIEN
REVISED OCT. 1988 - J. WONG/W. PATALANOP, MOY

GAS COST SHARING WORK (SKETCH NO. 4)
UTILITY CROSSINGS DURING CATCH BASIN CHUTE
CONNECTION PIPE INSTALLATION (EXTRA DEPTH)



REVISED OCT. 2004 - L. ADRIEN
 REVISED OCT. 1998 - J. WONGW. PATALANOP. MOY

GAS COST SHARING WORK (SKETCH NO. 5)
GAS MAIN ENCROACHMENT ON AND/OR PARALLEL
TO EXCAVATION OF UNSHEETED TRENCH



NOTES:

- (1) GAS MAIN LOCATED AS SHOWN MAY HAVE TO BE REMOVED BY THE FACILITY OPERATOR PRIOR TO THE START OF CITY EXCAVATION, OTHERWISE, THE CONTRACTOR WILL BE PAID UNDER SECTION 6.06 FOR THE SAID WORK. IF GAS MAIN IS ABANDONED THEN SECTION 6.03 SHALL APPLY.
- (2) EIGHTEEN (18) INCHES FROM STANDARD NEAT LINE IS THE MAXIMUM ALLOWABLE WIDTH OF AREA THAT MAY BE DISTURBED OR EXCAVATED DURING INSTALLATION OF CERTAIN TYPES OF SHEETING SYSTEMS THAT MEET THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS OF THE DEPARTMENT OF DESIGN AND CONSTRUCTION OF THE CITY OF NEW YORK.

**V - PRELIMINARY GAS WORK TO BE PERFORMED BY
FACILITY OPERATOR.**

APPLICABLE TO ALL GAS DRAWINGS:

- ALL RELOCATION WORK SHOWN IN THIS SECTION IS TO BE PERFORMED BY FACILITY OPERATOR.
- ALL SUPPORT AND PROTECTION WORK TO BE PERFORMED BY CITY CONTRACTOR
- IF ADDITIONAL INFORMATION IS NEEDED REGARDING THE FACILITY OPERATOR'S RELOCATION WORK, THE CONTRACTOR IS ADVISED TO CONTACT THE GAS COMPANY REPRESENTATIVE:

Neville Jacobs Jr.
NationalGrid Energy Delivery
287 Maspeth Avenue
Brooklyn, NY 11211
718-963-5612

(NO TEXT IN THIS AREA, TURN PAGE)

MIBBNC003 Scope Cover

MIBBNC003 GAS MAIN INSTALLATION

ITEM#	ON STREET	1ST X-STREET	2ND X-STREET	SIZE/MAT'L	FOOTAGE	PRESSURE	REMB
1	Mason Ave	Stobe Ave	Adams Ave	2" PI	1645	HP-60#	Y
3	Stobe Ave	Mason Ave	Deadend	2" PL	625	HP-60#	N
5	Stobe Ave	Mason Ave	Laconia Ave	2" PL	20'	HP-60#	Y
7	Adams Ave	Idlease Pl	Intersection	2" PL	50'	HP-60#	Y
9	Graham Blvd	Nugent Ave	Grimsby St	2" PL	40'	HP-60#	Y
11	Laconia Ave	Seaver Ave	Slater Blvd	2" PL	435'	HP-60#	Y
13	Seaver Ave	Laconia Ave	Mason Ave	2" PL	290'	HP-60#	Y

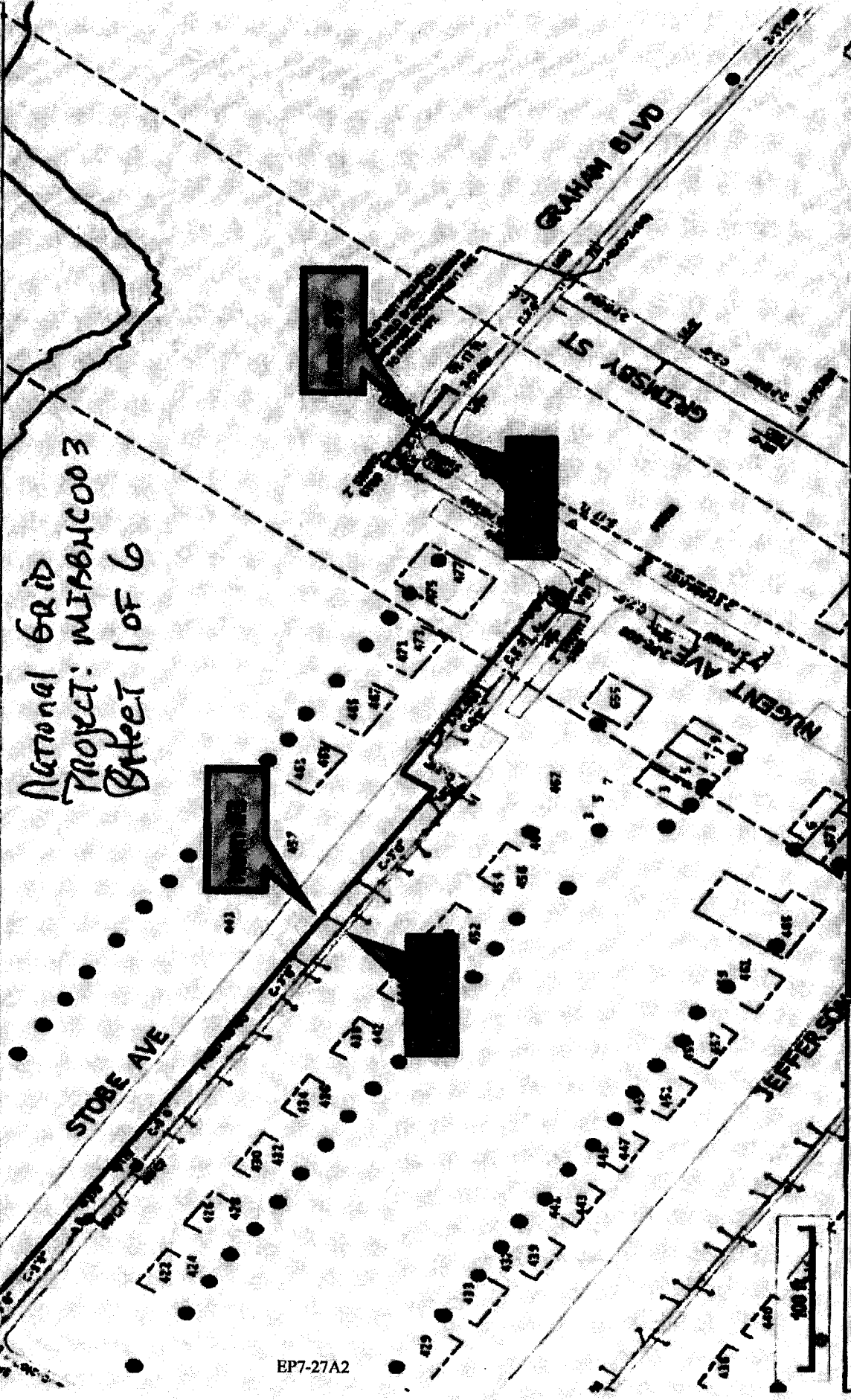
MIBBNC003 GAS MAIN RETIREMENT

ITEM#	ON STREET	1ST X-STREET	2ND X-STREET	SIZE/MAT'L	FOOTAGE	PRESSURE	REMB
2	Mason Ave	Stobe Ave	Adams Ave	2" WS	1550	HP-60#	Y
4	Stobe Ave	Mason Ave	Deadend	2" WS	625	HP-60#	N
6	Stobe Ave	Mason Ave	Laconia Ave	2" WS	20'	HP-60#	Y
8	Adams Ave	Idlease Pl	Intersection	2" WS	50'	HP-60#	Y
10	Graham Blvd	Nugent Ave	Grimsby St	2" WS	40'	HP-60#	Y
12	Laconia Ave	Seaver Ave	Slater Blvd	2" ST	420'	HP-60#	Y
14	Seaver Ave	Laconia Ave	Mason Ave	2" ST	230'	HP-60#	Y

On this map, the National Grid, Inc. logo is shown in the bottom right corner. The logo is a stylized 'N' and 'G' inside a square. The logo is a stylized 'N' and 'G' inside a square. The logo is a stylized 'N' and 'G' inside a square.



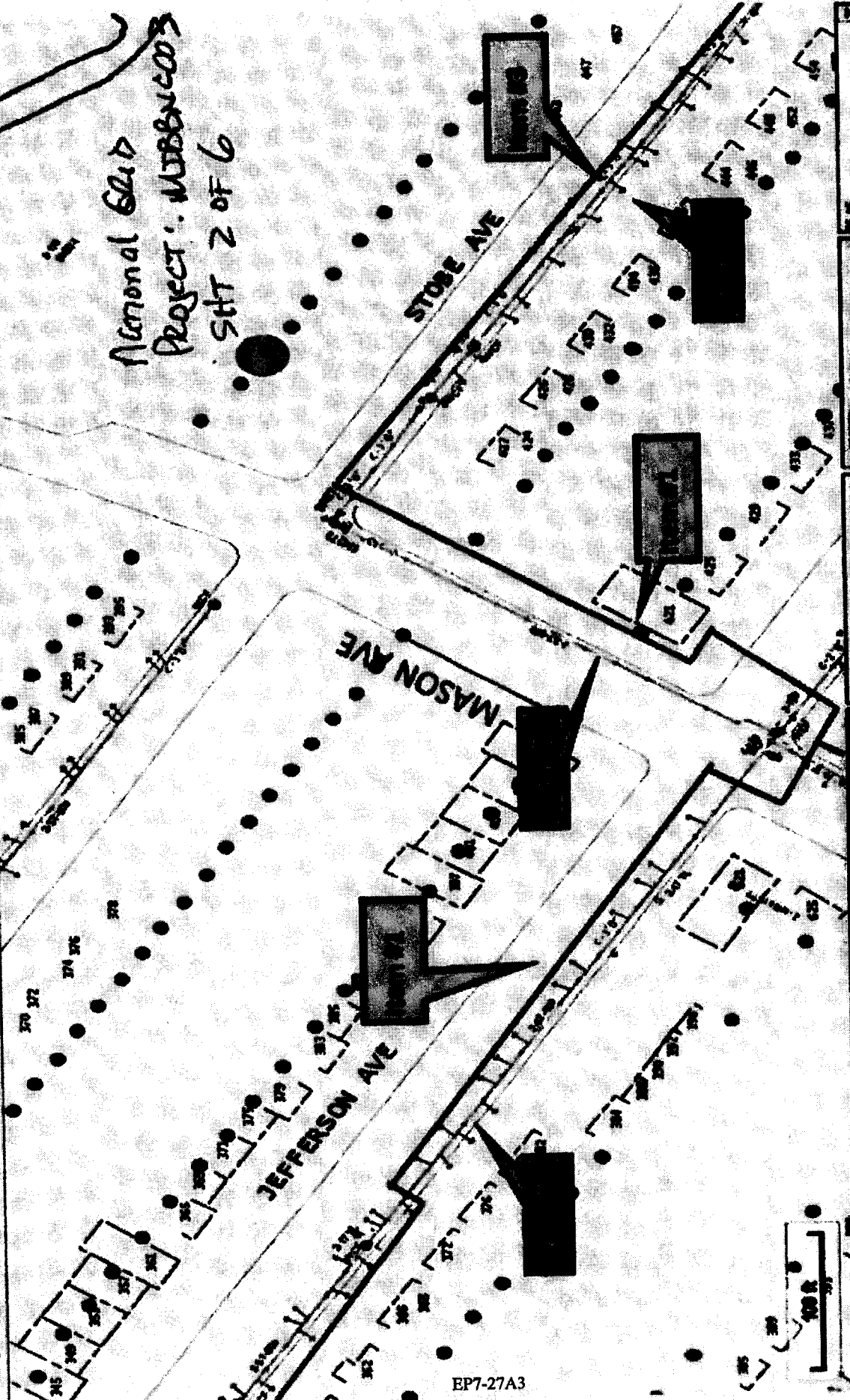
National Grid
Project: MIBNCO03
Sheet 1 of 6



DEPARTMENT OF THE ARMY, ENGINEERING CENTER, WASHINGTON, D.C. 20315

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

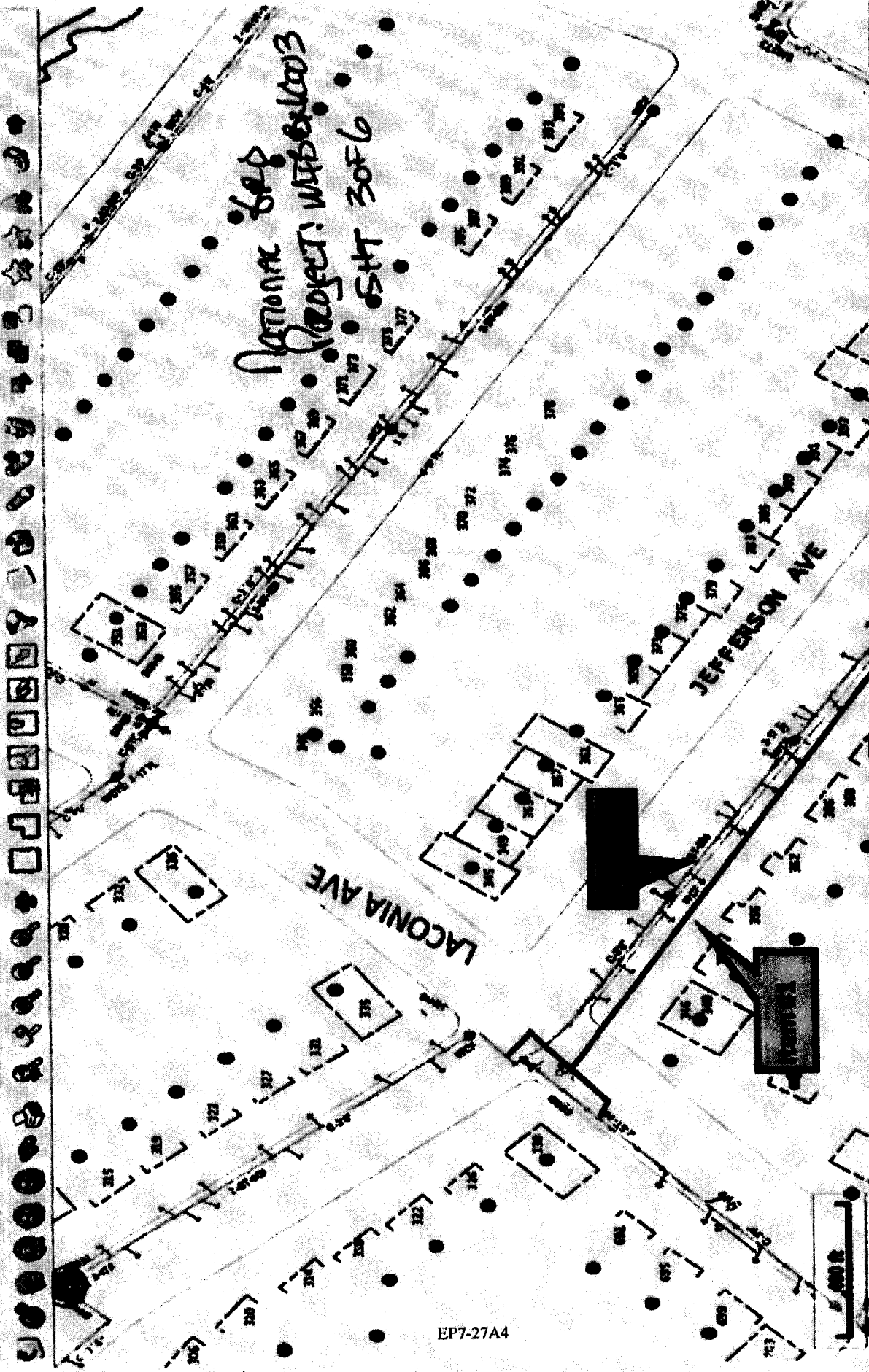
National Grid
Project: WBBNCO03
SHT 2 OF 6



EP7-27A3

25

EP 7000 100 200 300 400 500 600 700 800 900 1000 1100 1200 1300 1400 1500 1600 1700 1800 1900 2000 2100 2200 2300 2400 2500 2600 2700 2800 2900 3000 3100 3200 3300 3400 3500 3600 3700 3800 3900 4000 4100 4200 4300 4400 4500 4600 4700 4800 4900 5000 5100 5200 5300 5400 5500 5600 5700 5800 5900 6000 6100 6200 6300 6400 6500 6600 6700 6800 6900 7000 7100 7200 7300 7400 7500 7600 7700 7800 7900 8000 8100 8200 8300 8400 8500 8600 8700 8800 8900 9000 9100 9200 9300 9400 9500 9600 9700 9800 9900 10000

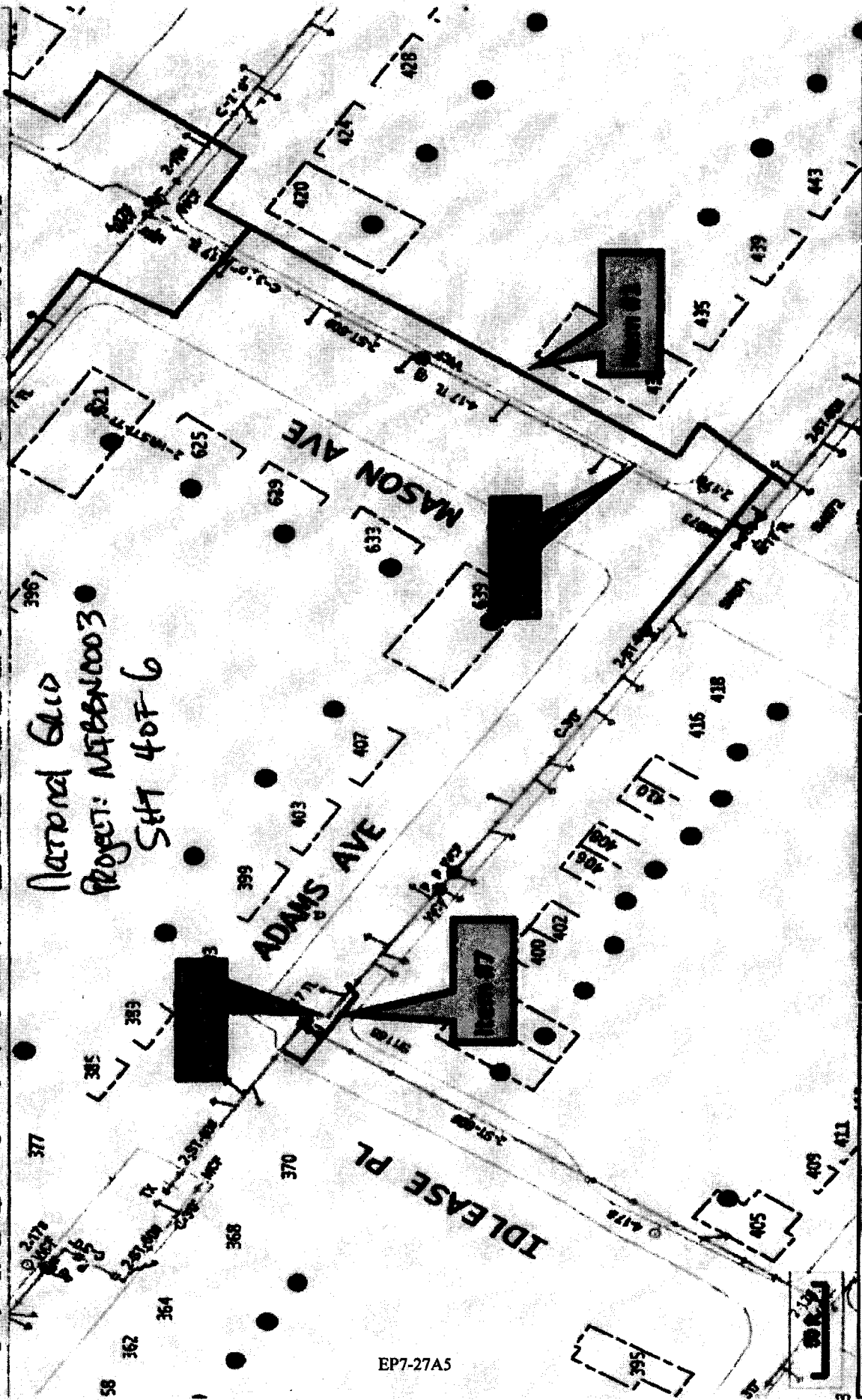


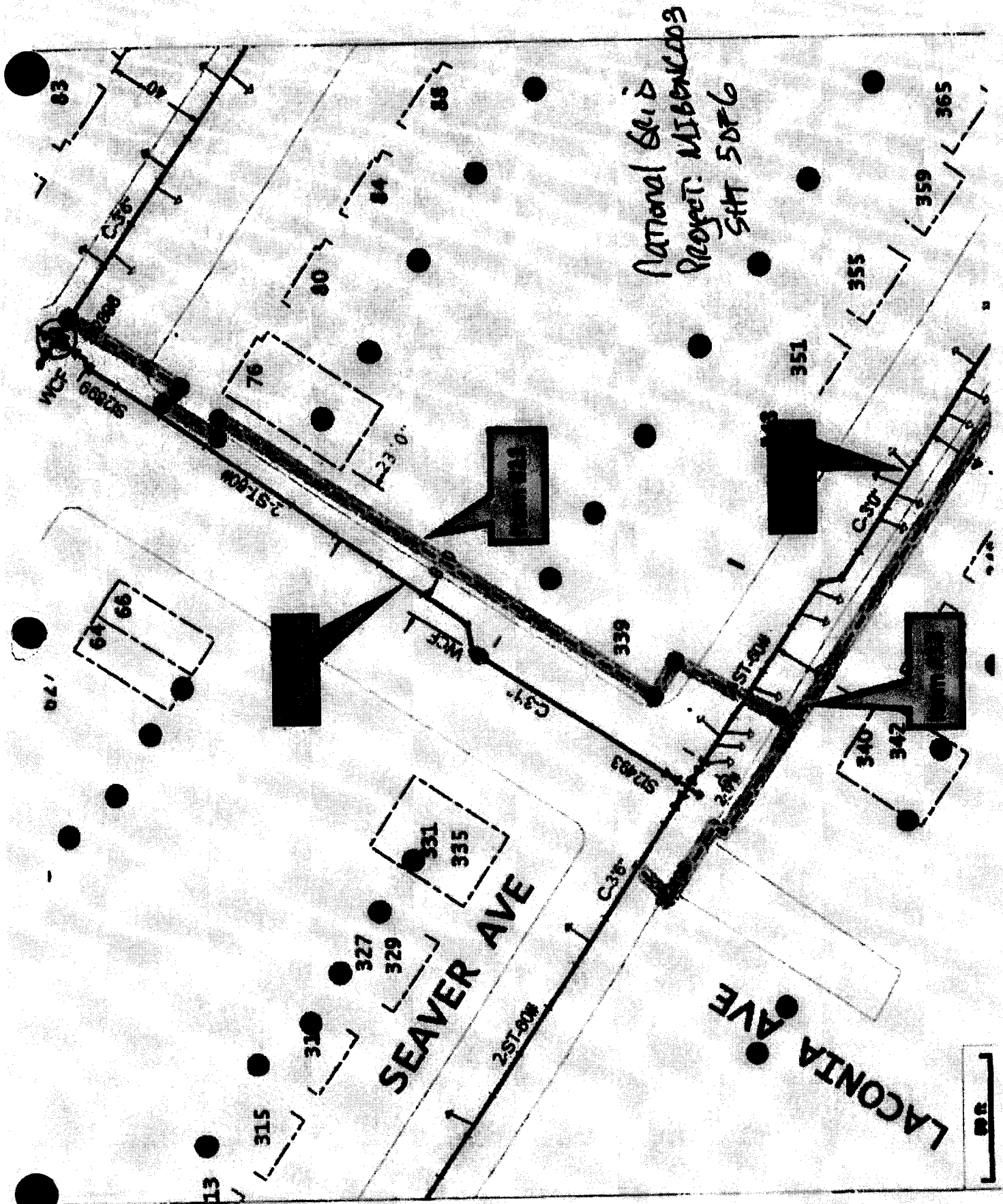
EP7-27A4

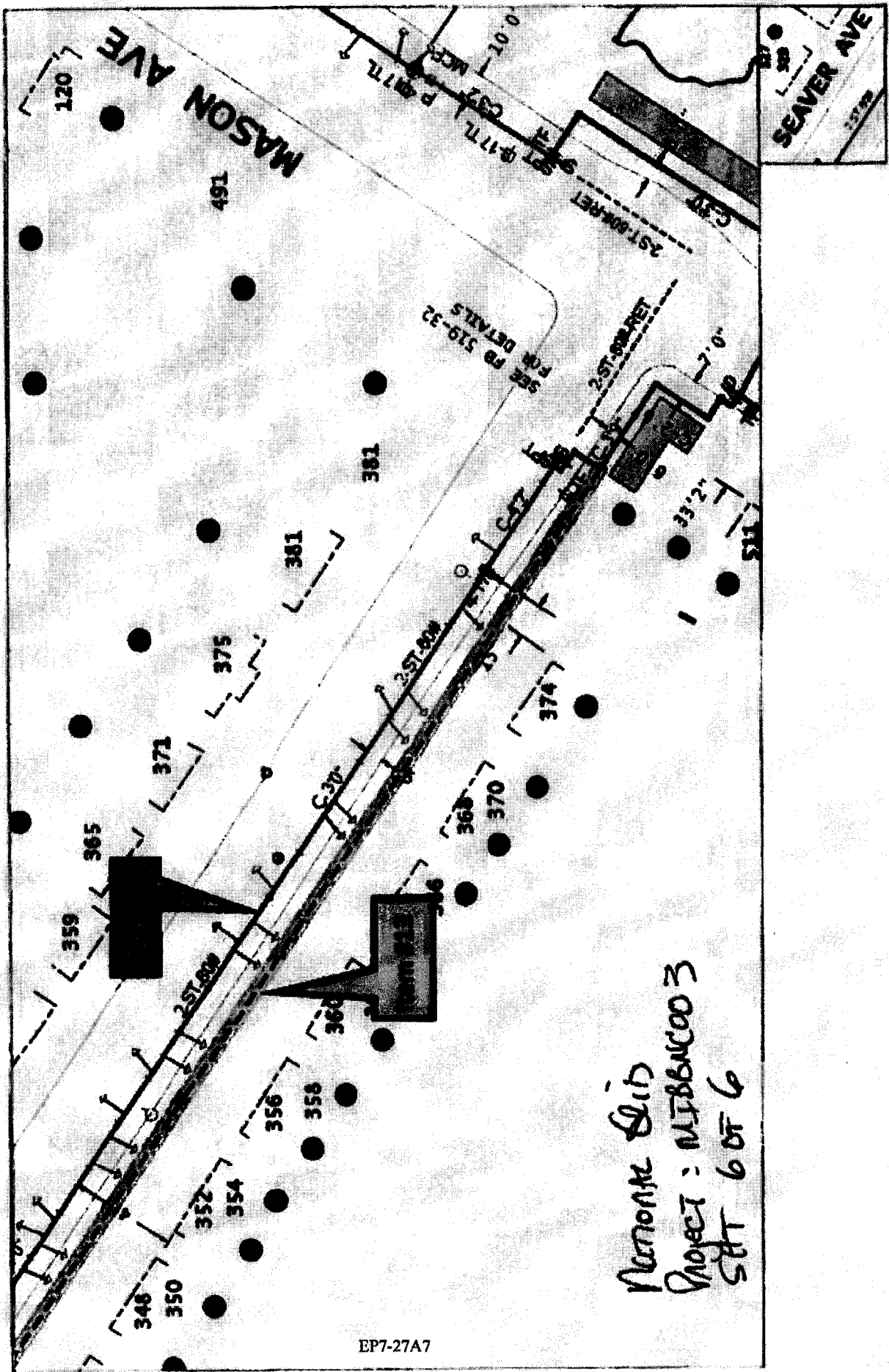
1000 900 800 700 600 500 400 300 200 100 0 100 200 300 400 500 600 700 800 900 1000



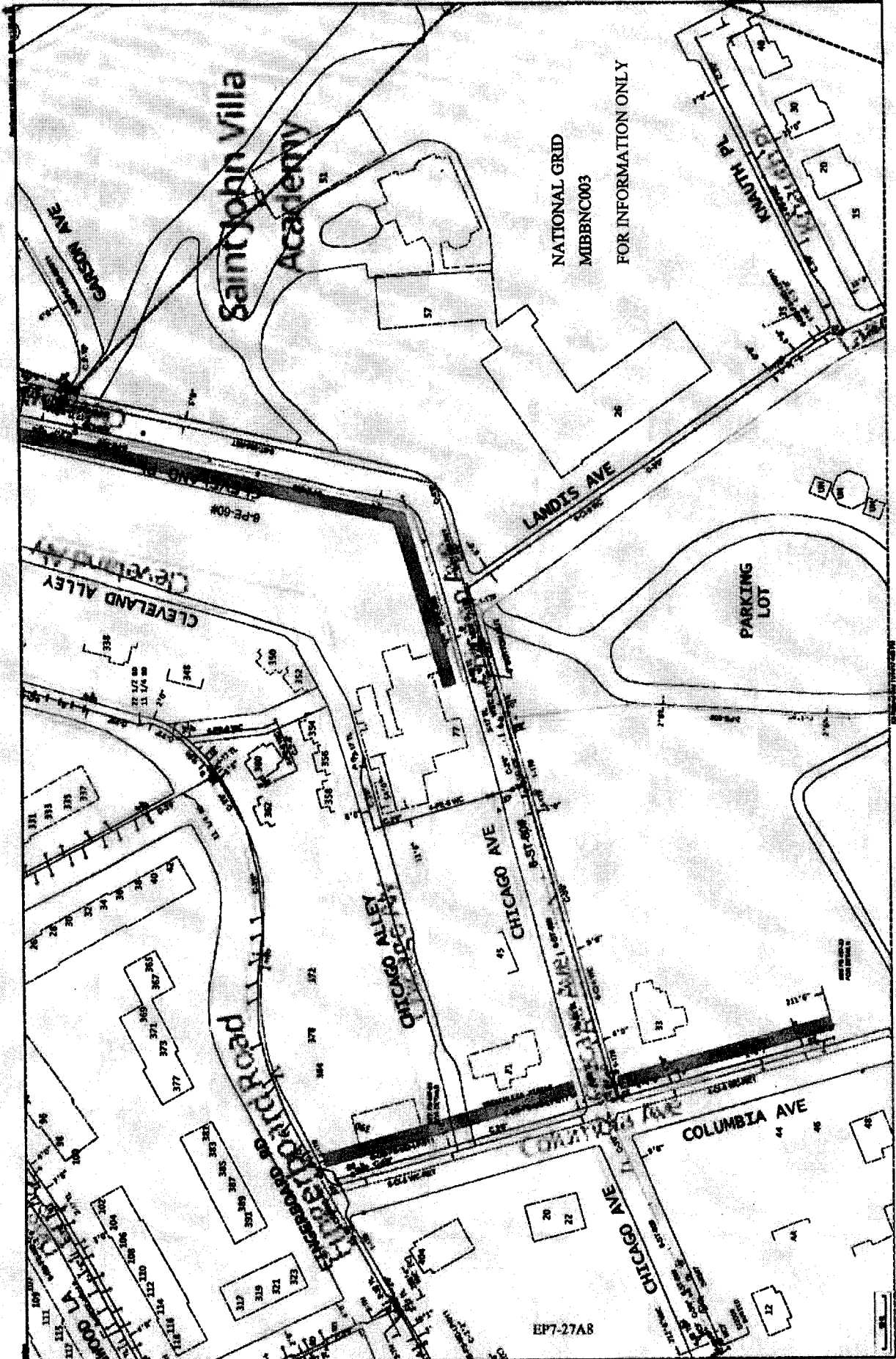
National Grid
Project: MIPEN003
SHT 40F6







NORMAN LID
 PROJECT : MIBENCOO 3
 SHEET 6 OF 6



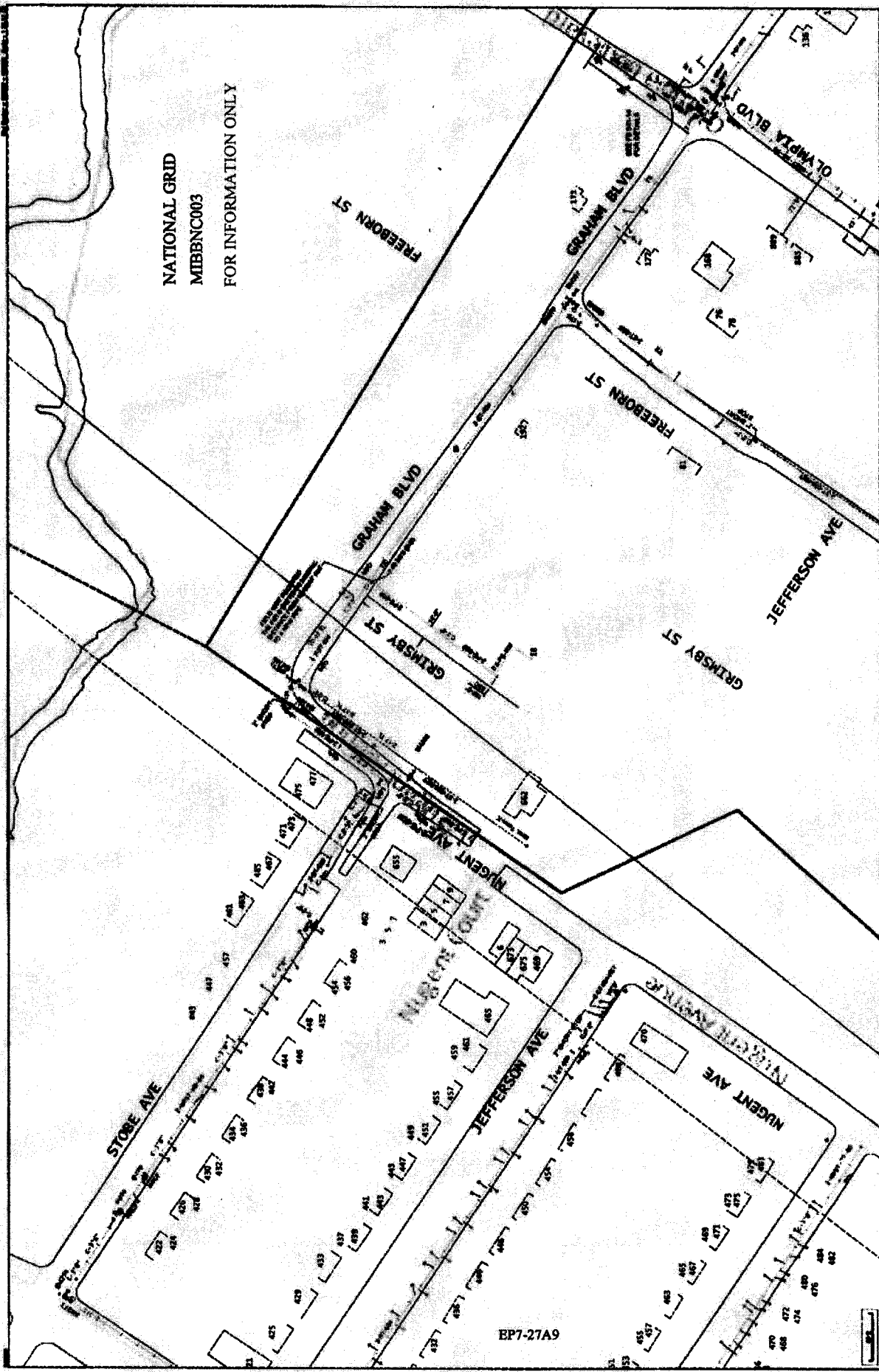
Saint John Villa
Academy

NATIONAL GRID
MIBBNC003
FOR INFORMATION ONLY

PARKING
LOT

EP7-27A8

NATIONAL GRID
MIBBNC003
FOR INFORMATION ONLY



EP7-27A9

**VI - LISTING OF APPROXIMATE LOCATIONS OF EP-7 BID
ITEMS QUANTITIES.**

(NO TEXT IN THIS AREA, TURN PAGE)

**SCOPE OF WORK
SUPPORT AND PROTECTION
FOR CONTRACT NUMBER MIBBNC003**

The City of New York Department of Design and Construction is planning to install sewers and/or water mains and all appurtenances in various locations in The City of New York along with all work incidental thereto.

- 6.01.1 - Support & Protect Gas Main Crossing Sewer Up To 24" In Diameter (Ea.)**
- 1 in Graham Blvd @ Nugent Ave
 - 1 in Nugent Ave @ Stobe Ave
 - 1 in Mason Ave @ Jefferson Ave
 - 2 in Stobe Ave bet Mason Ave & Nugent Ave
 - 2 in Chicago Ave bet Columbia Ave & Landis Ave
 - 1 in Laconia Ave @ Seaver Ave
 - 1 in Nugent Ave @ Stobe Ave
- 6.01.2 - Support & Protect Gas Main Crossing Sewer 30" In Diameter (Ea.)**
- 1 in Mason Ave @ Jefferson Ave
- 6.01.3 - Support & Protect Gas Main Crossing Sewer 36" Thru 42" In Diameter (Ea.)**
- 1 in Mason Ave @ Seaver Ave
- 6.01.8 - Support & Protect Gas Services Crossing Trenches and/or Excavations (Ea.)**
- 58 in Various Locations As Required
- 6.01.9 - Support & Protect Gas Main Crossing Water Main Up To 20" In Diameter (Ea.)**
- 1 in Mason Ave @ Adams Ave
 - 2 in Mason Ave @ Jefferson Ave
 - 1 in Jefferson Ave bet Mason Ave & Laconia Ave
 - 3 in Laconia Ave @ Jefferson Ave
 - 1 in Adams Ave @ Idlease Pl
 - 1 in Nugent Ave bet Graham Blvd & Deadend
 - 1 in Laconia Ave @ Seaver Ave
 - 1 in Nugent Ave @ Stobe Ave
 - 1 in Laconia Ave @ Slater Blvd
- 6.02 - Extra Excavation For the Installation of Catch Basin Sewer Drain Pipes with gas interferences (Ea.)**
- 2 in Various Locations As Required

**SCOPE OF WORK
SUPPORT AND PROTECTION
FOR CONTRACT NUMBER MIBBNC003**

The City of New York Department of Design and Construction is planning to install sewers and/or water mains and all appurtenances in various locations in The City of New York along with all work incidental thereto.

- 6.03 - Removal Of Abandoned Gas Facilities. All Sizes (L.F.)**
300 in Various Locations As Required
- 6.03.1 - Removal Of Abandoned Gas facilities with Possible Coal Tar Wrap. All sizes. (L.F.)
(For National Grid work Only)**
700 in Various Locations As Required
- 6.04 - Adjust Hardware to Grade Using Spacer Rings/Adaptors (Street repaving) (Ea.)**
25 in Various Locations As Required
- 6.05 - Adjust Hardware to Grade by Resetting (Road Reconstruction) (Ea.)**
17 in Various Locations As Required
- 6.06 - Special Care Excavation & Backfilling (C.Y.)**
400 in various locations, as required, including but not limited
to all gas services crossing unsheeted water main trenches.
- 6.07 - Test Pits For Gas Facilities (C.Y.)**
90 in Various Locations As Required



JB-PAGES (2.0)

JOINT BID

NOTICE

THE PAGES CONTAINED IN THIS JOINT BID (JB-PAGES) REPRESENT
ADDITIONAL CONTRACT REQUIREMENTS APPLYING TO WORK
PERFORMED IN THE PRESENCE OF PRIVATELY OWNED UTILITY
FACILITIES.

JOINT BID

DATED: July 3, 2018

1. The Contractor shall be responsible for compliance with all the provisions of the following Articles, Appendixes, Specifications, Sketches and Scope of Work, which are hereby made a part of the original contract documents:
- A. The "JOINT BID WITH PRIVATE UTILITY COMPANIES SPECIAL PROVISIONS" (Pages JB-1 through JB-4); and the following custom JB Items (contained on Pages JB-5 through JB-30):
 CONED – JB 350 (pages 6-7), JB 351 (pages 8 - 11).
 VERIZON – JB 350T/TWC (page 12), JB 351(pages 13 - 14), JB 402T (pages 15-18), JB 403T (pages 19 - 20), JB 405 (pages 21 - 23), JB 603T (pages 24-26), JB 636M (pages 27-28), JB 803 (pages 29-30)
- B. The Private Utilities reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN", dated August 1, 2005, and which is available for pick up between 8:30 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, First Floor Bid Procurement Room, L.I.C., N.Y. 11101;
- C. Private Utility Participating List (page JB-31)
- D. Private Utilities Scope of Work (pages JB-32 through JB-53):
- CONED Scope of Work (pages JB-33 through JB-37)
 - VERIZON Scope of Work (pages JB-38 through JB-51)
 - NATIONAL GRID Scope of Work (pages JB-52 through JB-53)
- D. and, Test Pits page JB-54 (Verizon pages JB-55 through JB-60), Private Utility drawings (15 Sheets) consisting of:
- GENERAL NOTES & CONDITIONS JB1 (1 Sheet)
 - CONED Marked up Drawings JB2 to JB8 (7 Sheets)
 - VERIZON Drawings JB9 to JB14, Overhead Conditions Plans (6 Sheets)
 - VERIZON – Existing Facilities Plan - 1 JB15 (1 Sheet)
2. Refer to the Private Utility reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN", Specification for JB 450, pages 56, 57, and 58;
Note: Items under JB 450 are task driven operation items and are not based on crew size. These items are divided into three unique types, each of which provides a description of applicability and typical use. The "Method of Measurement", on page 57, states that "The

actual crew performing the operation will not be considered by the facility operator, in consultation with the Resident Engineer, when determining the applicable Unit Item Type, which shall be only as per the task performed."

3. Refer to the Private Utility reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN", Specification for JB 225, page 10, Article A.
Description:
Delete the last four lines of text in their entirety, beginning with the words: "accordance with Specification under Addendum #1, . . .";
Substitute the following revised text: "accordance with Specification Section 7.18 – Controlled Low Strength Material (CLSM), in the Standard Highway Specification. All backfill within the maximum excavation limits shown in Sketch No. JB 225 shall be of controlled low strength material (CLSM) in compliance with requirements of Section 7.18, and its cost shall be deemed included in this item."
4. Refer to the Private Utility reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN", Specification for JB 225, page 10, Article B.
Materials:
Delete the first sentence in its entirety, beginning with the words: "Furnish Controlled Low Strength Material fill or backfill . . .";
Substitute the following revised sentence: "Furnish Controlled Low Strength Material fill or backfill as required and specified in Section 7.18 – Controlled Low Strength Material (CLSM), of the Standard Highway Specification."
5. Refer to the Private Utility reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN", Specification for JB 226, page 12, Article A.
Description:
Delete the last five lines of text in their entirety, beginning with the words: "accordance with Specification under Addendum #1, . . .";
Substitute the following revised text: "accordance with Specification Section 7.18 – Controlled Low Strength Material (CLSM), in the Standard Highway Specification. All backfill within the maximum excavation limits shown in Sketch No. JB 225 shall be of controlled low strength material (CLSM) backfill in compliance with Section 7.18 in the Standard Highway Specifications, and its cost shall be deemed included in this item."
6. Refer to the Private Utility reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN", Specification for JB 226, page 12, Article B.
Materials:
Delete the first sentence in its entirety, beginning with the words: "Furnish controlled low strength material fill or backfill . . .";
Substitute the following revised sentence: "Furnish controlled low strength material fill or backfill as required and specified in Section 7.18 – Controlled Low Strength Material (CLSM), of the Standard Highway Specification."

7. If the Contractor claims or alleges that delays were caused by a utility for failure to supply and/or provide Specialty Contractors in a timely manner, than the Contractor may bring a claim against the Utility. Neither the Contractor nor the Utility shall bring a delay claim against the City either in a Court of Law or the City's contract dispute resolution board process; and to the extent the Contractor alleges a delay was caused by a Utility, the Contractor will be limited to bringing such legal action in a Court of Law and will not be able to seek arbitration over any delay claims or delay-related claims. If the Contractor and Utility initiate a legal action against each other, this legal action will be outside the jurisdiction of the City's contract dispute resolution board process and the City shall not be a party in the litigation process.

[NO FURTHER TEXT HERE.]

Notices to Bidders

The City is bidding jointly Project ID: MIBBNC003. The City has combined its Public Work, Interference Work, and Utility Work into one bid contract package. All prospective bidders should be alerted to the fact that the City prepared all specifications, drawings, and all other necessary contract documents for the Public Work, Interference Work, and Utility Work.

The City has prepared contract documents which include specifications, drawings and all other necessary contract documents for the Public Work, Interference Work, and Utility Work. The bid items, specifications, and estimated quantities have been designed to fully compensate the Contractor for its costs to perform the Public Work, Interference Work, and Utility Work.

The Contractor agrees that its bid items and prices for the Public Work, Interference Work, and Utility Work shall include all incremental costs and/ or additional compensation for performing Public Work including: coordination of its work with the Utilities, loss of productivity and efficiency, idle time, delays (including any delays occasioned by negotiation of a contract change), change in operations, mobilization, remobilization, demobilization, added cost or expense, loss of profit, other damages or impact costs that may be suffered by the Contractor because of direct or indirect obstructions due to the presence of Utility Facilities, such as conduits, ducts or duct banks containing conductors for live and/or abandoned electric, telephone, cable TV, any type of communication cables, "Non Cost Sharing" gas mains and services, steam mains, and various non-hazardous encasement materials or utility structures located within the Public Work project area.

In the bid solicitation documents, the City has provided estimates of quantities for both Specific Public Work Items and Specific Utility Work Items. Bidders shall be required to bid a unit price on Items. For the purposes of identifying the lowest responsive and responsible bidder, a bidder's unit prices bid shall be calculated on the City's Specific Public Work Items and estimates and the Utilities' Specific Utility Work Items and estimates.

[NO FURTHER TEXT HERE.]

UTILITY SPECIALTY WORK ITEMS

JB 350 – ACCOMMODATION OF CON EDISON OVERHEAD UTILITY FACILITIES, POLES AND APPURTENANCES

A. Description

Under this section, the Contractor shall provide all supervision, labor, materials, tools, equipment and incidentals required to perform its work in the presence of overhead utilities, including, but not limited to, electric facilities (primary, aerial, secondary and service conductors) fiber optic communications facilities, utility poles and equipment on the poles and related appurtenances. These utilities are subsequently referred to in this specification as "overhead facilities". Tree pruning and removal work under JB 352 and JB 353 as well as utility pole supports under JB 351 are not included in this specification.

B. Materials – N/A

C. Method of Construction

The Contractor shall inspect the site prior to bidding and shall utilize sketches JB-350A, JB-350B, to evaluate the potential impact, if any, of overhead facilities upon performance of the work. The Contractor shall employ a method of operation, including use of appropriate equipment and tools that will enable him to maintain adequate clearances from the overhead facilities during all phases of construction as directed by the facility operator. The Contractor is responsible for performing the work in accordance with all applicable Federal, New York State and Local regulations. The Contractor and/or his agents shall be solely responsible for damages to any overhead lines and appurtenances due to failure to comply with applicable rules, procedures, and practices.

D. Method of Measurement

The quantity to be measured for payment shall be a lump sum measurement to complete the work in the presence of crossing and paralleling overhead facilities.

Crossing Overhead Facilities

Overhead crossing encountered during the installation of City facilities. Any and all contractor operations associated with the complete installation of a City facility including final restoration shall be considered as one utility crossing. Multiple stacked overhead lines/conductors in the same vertical space shall be considered as one utility crossing.

Paralleling Overhead Facilities

Parallel span between two poles within the project limits encountered during the installation of a City facility that parallels the overhead facilities and requires the Contractor to change its operation in order to maintain adequate clearance as directed by the facility operator and as described in sketch JB 350A and JB 350B. Any and all contractor operations associated with the complete installation of a City facility including final restoration shall be considered as one parallel span. All overhead lines/conductors within a span between two poles shall be considered as one parallel span.

E. Price to Cover

The price shall be a lump sum for all supervision, labor, materials, tools, equipment and incidentals required to perform the work in the presence of overhead utilities and to maintain adequate clearance from the overhead facilities during all phases of construction. The price includes, but is not limited, to modification of any methods of operation, use of appropriate equipment, maintenance of traffic, extended performance, loss of productivity, protective measures, delays, change in sequencing and scheduling, breakdown and build up for pile driving equipment (manual and hydraulic) in direct interference with overhead facilities and any other costs that may be incurred by the Contractor.

Partial payments shall be made in proportion to the percentage (%) of contract completion as determined by the facility operator.

F. Reference Drawings

JB-350A
JB-350B

JB 351 - UTILITY POLE SUPPORTS

A. Description

This section describes the temporary supports for utility poles at locations directed by the facility operator(s), in order to maintain such poles in their existing upright position without disturbing attached wires and equipment. The Contractor shall provide all labor, material, equipment, insurance, and incidentals required to construct, install and maintain an effective support system that will meet the stated objective.

B. Materials

All materials required to construct and maintain an effective support system shall be supplied by the Contractor and approved by the facility operator.

C. Method of Construction

Where directed by the utility representative, the Contractor shall furnish, install and remove utility pole supports and maintain utility poles as shown on sketch JB 351. Alternate methods proposed by the Contractor will be permitted if approved by the facility operator.

D. Method of Measurement

The quantity of utility pole supports to be measured for payment shall be the number of utility poles supported. The Contractor will be paid only once for each utility pole supported and maintained no matter how many different construction operations have an impact on the pole.

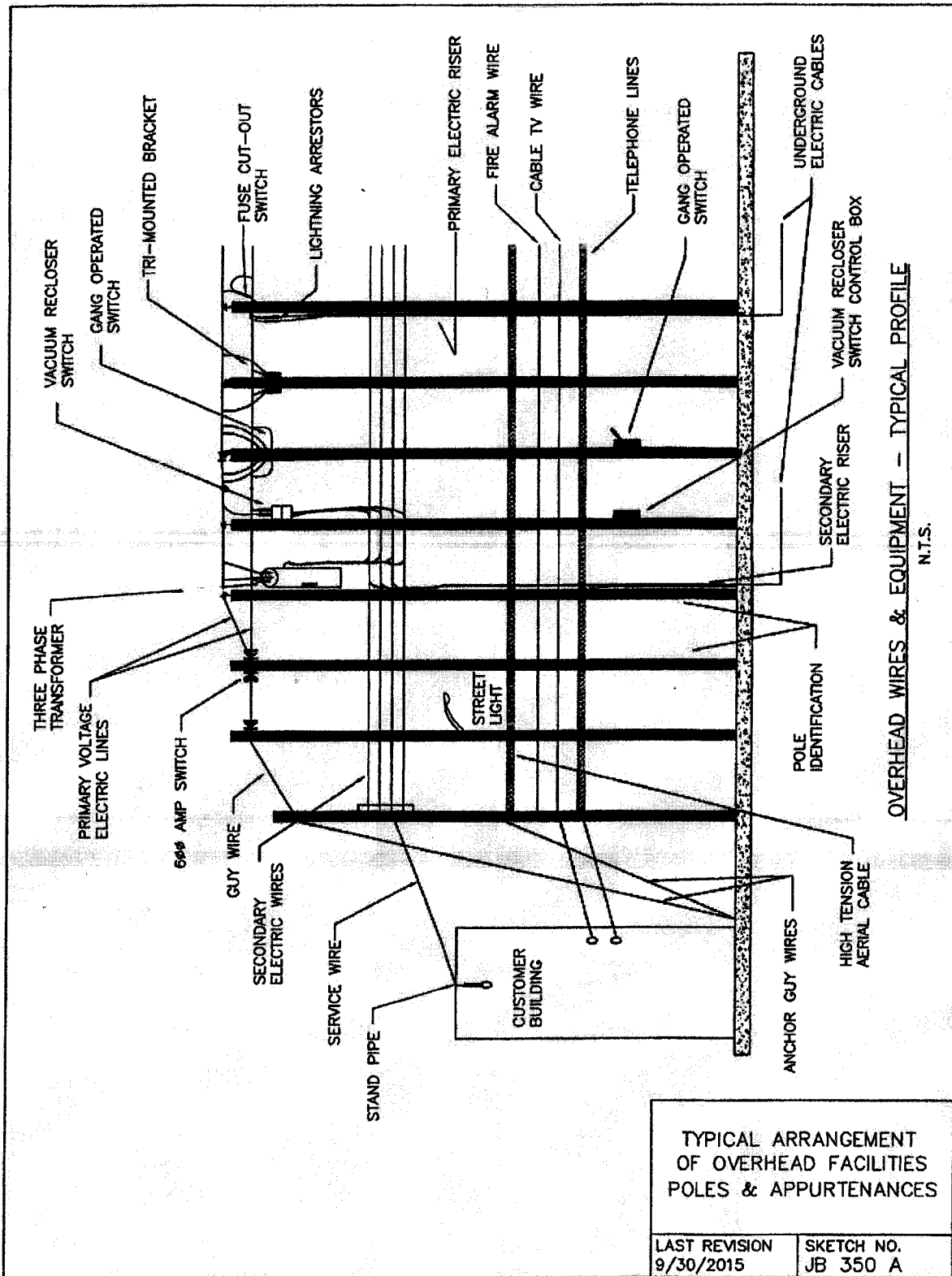
E. Price to Cover

The price shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to furnish, install, maintain and remove utility pole supports to completely support, maintain, protect, and accommodate the integrity of utility poles without disruption of service to customers. The price bid shall also include all additional impact cost associated with working around utility pole supports, poles and appurtenances.

Separate payment will be made for the protection of overhead facilities under the Item JB 360.

F. References

1. Sketch JB 351
2. JB 350

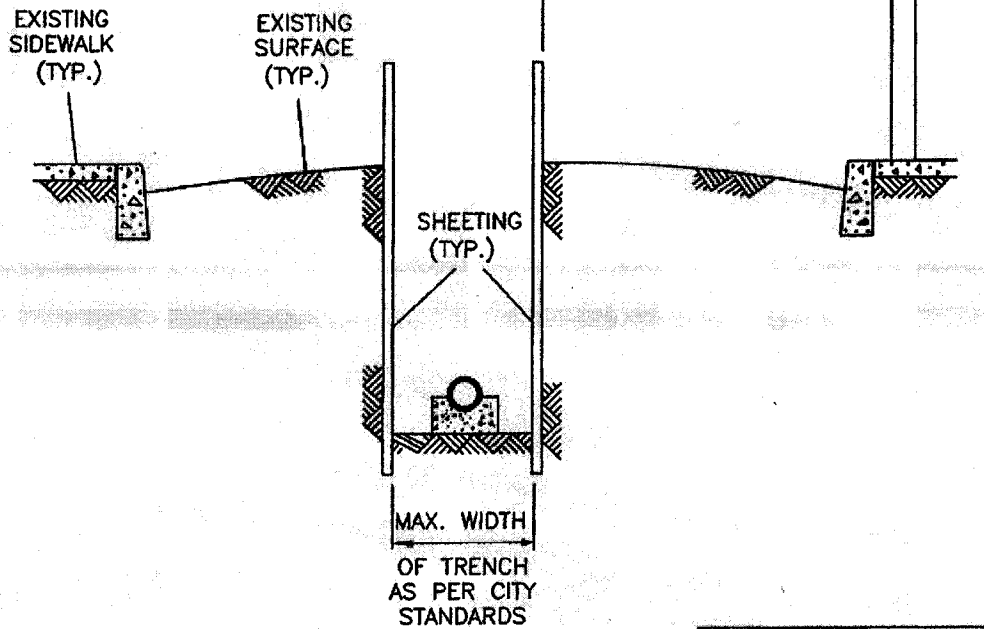


OVERHEAD WIRES & EQUIPMENT - TYPICAL PROFILE

N.T.S.

ITEM JB 350 SHALL APPLY IF THE CITY CONTRACTOR PERFORMS AN INSTALLATION WITHIN 10 FEET OF UNPROTECTED ENERGIZED OVERHEAD CONDUCTORS OR WITHIN 3 FEET OF *PROTECTED ENERGIZED OVERHEAD CONDUCTORS, AERIAL CABLES AND SELF-SUPPORTING MULTIPLEX SERVICE DROP CONDUCTORS.

MEASURED FROM THE OUTSIDE FACE OF TRENCH OR SHEETING TO EDGE OF OVERHEAD CONDUCTORS.



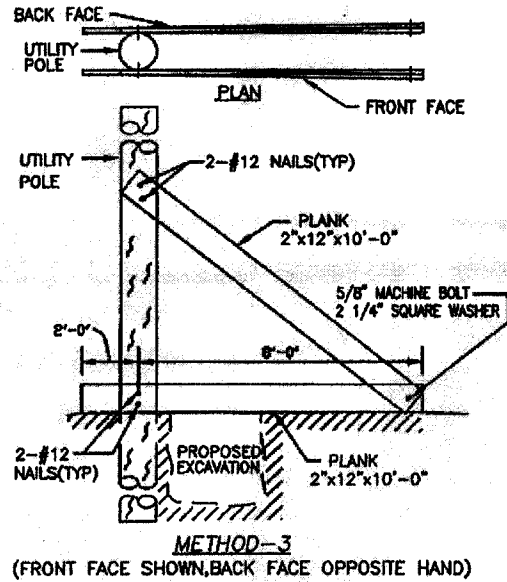
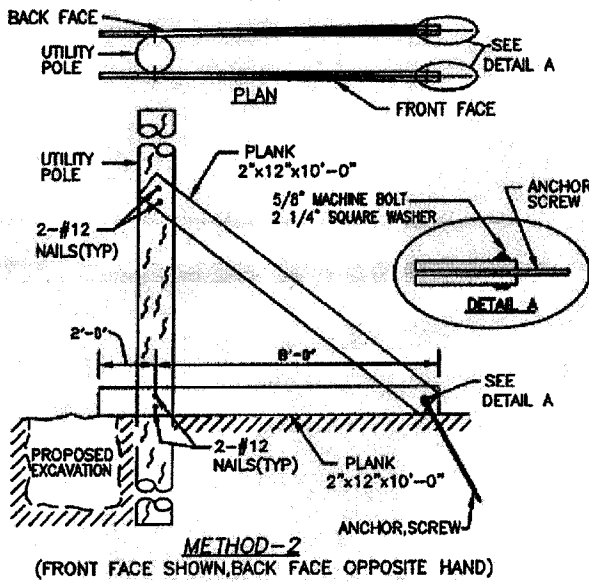
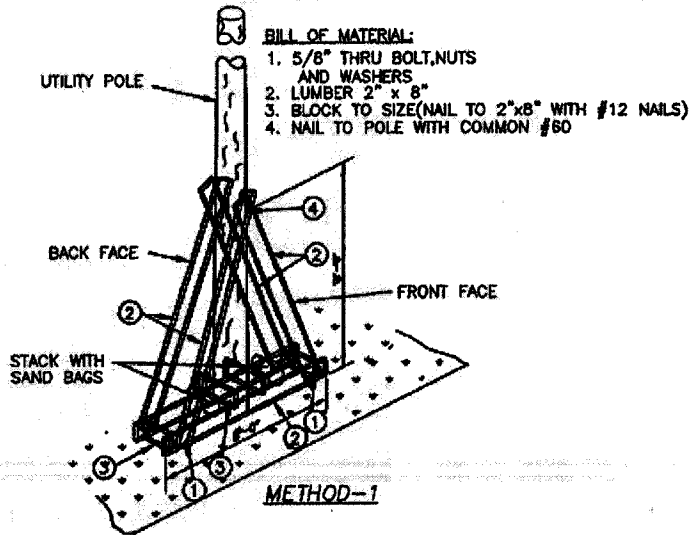
* CONDUCTOR PROTECTION SHALL BE BY APPROVED DEVICES SUCH AS LINE GUARDS, RUBBER HOSES OR BLANKETS OR ANY OTHER DEVICE APPROVED BY THE FACILITY OPERATOR(S) FOR THIS PURPOSE.

REQUIRED CLEARANCES TO ELECTRIC OVERHEAD FACILITIES, POLES & APPURTENANCES

LAST REVISION
9/30/2015

SKETCH NO.
JB 350 B

METHODS OF SHORING UTILITY POLES



NOTES:

1. THESE METHODS OF SHORING ARE GENERAL GUIDES. FIELD CONDITIONS WILL DICTATE WHICH METHOD WILL BE USED. VARIATIONS OF THESE METHODS WHICH ACCOMPLISH THE SAME PURPOSE MAY ALSO BE UTILIZED WHEN APPROVED BY OVERHEAD CONSTRUCTION DEPARTMENT.
2. ANY INFORMATION NOT SHOWN WILL BE DETERMINED IN THE FIELD TO SUIT THE FIELD CONDITIONS WHEN APPROVED BY THE OVERHEAD CONSTRUCTION DEPARTMENT.

METHODS OF SHORING UTILITY POLES

LAST REVISION
9/30/2015

SKETCH NO.
JB 351

JB 350T/TWC – OVERHEAD ACCOMMODATION PROTECTION OF OVERHEAD FACILITIES, POLES AND APPURTENANCES**A. Description**

The Contractor shall provide all supervision, labor, materials, tools, equipment and incidentals required to perform its work in the presence of overhead telephone facilities (JB 350T), cable television facilities (JB 350TWC), including fiber optic communications facilities, utility poles and equipment on the poles and related appurtenances. These utilities are subsequently referred to in this specification as "overhead facilities". Utility pole supports under JB 351 are not included in this specification.

B. Materials – N/A**C. Method of Construction**

The Contractor shall inspect the site prior to bidding to evaluate the potential impact, if any, of overhead facilities upon performance of the work. The Contractor shall employ a method of operation, including use of appropriate equipment and tools that will enable him to maintain adequate clearances from the overhead facilities during all phases of construction. The Contractor is responsible for performing the work in accordance with all applicable Federal, New York State and Local regulations. The Contractor and/or his agents shall be solely responsible for damages to any overhead lines and appurtenances due to failure to comply with applicable rules, procedures, and practices.

D. Method of Measurement

The quantity to be measured for payment shall be a lump sum measurement to complete the work in the presence of overhead facilities.

E. Price to Cover

The price shall be a lump sum for all supervision, labor, materials, tools, equipment and incidentals required to perform the work in the presence of overhead utilities and to maintain adequate clearance from the overhead facilities during all phases of construction. The price includes, but is not limited, to modification of any methods of operation, use of appropriate equipment, extended performance, loss of productivity, protective measures, delays, change in sequencing and scheduling, and any other costs that may be incurred by the Contractor. Partial payments shall be made in proportion to the percentage (%) of contract completion as determined by the facility operator in consultation with the Resident Engineer.

The price shall cover the lowering and raising of pile driver boom under Verizon and Time Warner main line cables only. Verizon service wires will be disconnected and reconnected by Verizon for any pile driving operations only. The contractor shall work under the Verizon & Time Warner Cable service wires under all other work operations. The locations of the mainline cables are shown on the attached sketch.

The price shall include disconnecting and reconnecting, by the contractor, the impacted Time Warner service wires for the pile operation.

F. References

N/A

JB 351T - UTILITY POLE SUPPORTS**A. Description**

This section describes the temporary supports for utility poles at locations directed by the facility operator(s) in consultation with the Resident Engineer, in order to maintain such poles in their existing upright position without disturbing attached wires and equipment. The Contractor shall provide all labor, material, equipment, insurance, and incidentals required to construct, install and maintain an effective support system that will meet the stated objective.

B. Materials

All materials required to construct and maintain an effective support system shall be supplied by the contractor and approved by the facility operator.

C. Method of Construction

Where directed by the utility representative, the Contractor shall furnish, install and remove utility pole supports and maintain utility poles as shown on Sketch JB 351. Alternate methods proposed by the Contractor will be permitted if approved by the facility operator.

D. Method of Measurement

The quantity of utility pole supports to be measured for payment shall be the number of utility poles supported. The Contractor will be paid only once for each utility pole supported and maintained no matter how many different construction operations have an impact on the pole.

E. Price to Cover

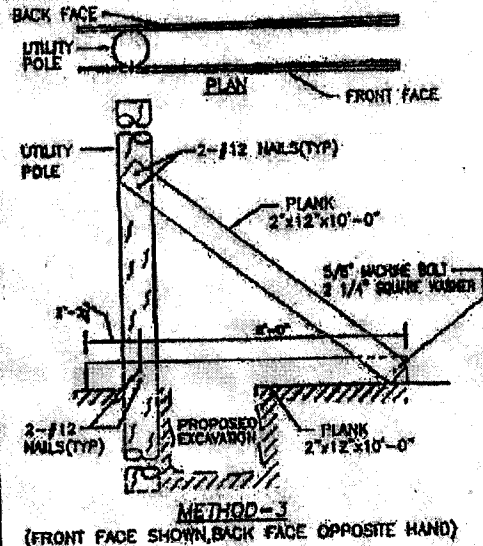
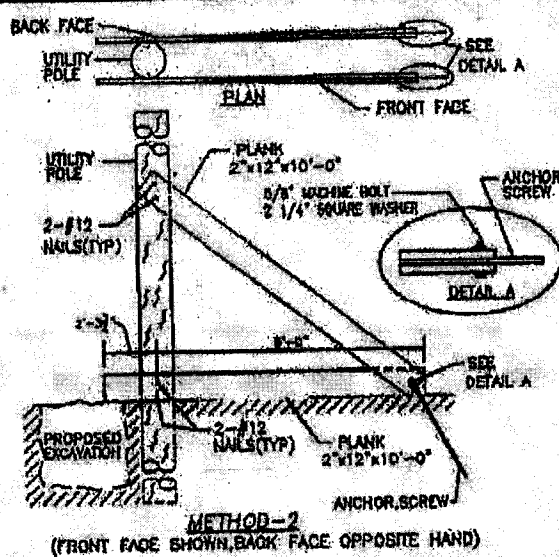
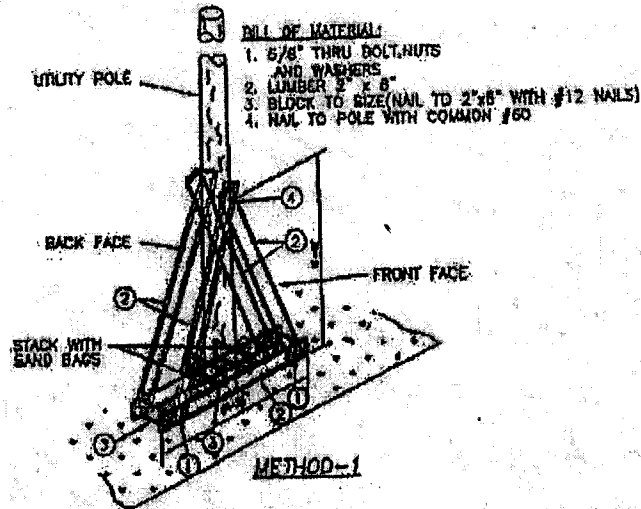
The price shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to furnish, install, maintain and remove utility pole supports to completely support, maintain, protect, and accommodate the integrity of utility poles without disruption of service to customers. The price bid shall also include all additional impact cost associated with working around utility pole supports, poles and appurtenances.

Separate payment will be made for the protection of Overhead Facilities under the Item JB 350T/TWC

F. References

1. Sketch JB 351T
2. JBT/TWC 350

METHODS OF SHORING UTILITY POLES



NOTES:

- THESE METHODS OF SHORING ARE GENERAL GUIDES. FIELD CONDITIONS WILL DICTATE WHICH METHOD WILL BE USED. VARIATIONS OF THESE METHODS WHICH ACCOMPLISH THE SAME PURPOSE MAY ALSO BE UTILIZED WHEN APPROVED BY OVERHEAD CONSTRUCTION DEPARTMENT.
- ANY INFORMATION NOT SHOWN WILL BE DETERMINED IN THE FIELD TO SUIT THE FIELD CONDITIONS WHEN APPROVED BY THE OVERHEAD CONSTRUCTION DEPARTMENT.

| | |
|----------------------------------|--------------------|
| JB SKETCH | |
| METHODS OF SHORING UTILITY POLES | |
| REVISIONS | CONTRACT NO. |
| 3/7/18 | SKETCH NO. JB 951T |

JB 402T - HORIZONTAL AND VERTICAL ADJUSTMENT OF TELECOMMUNICATIONS FACILITIES

A. Description

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to adjust and support and protect and maintain and accommodate the integrity of telecommunication facilities including but not limited to:

1. Conduit(s);
2. Cables and Air Pipe
3. Concrete Encased/Capped Conduit Banks

The work shall be performed in accordance with specifications and at the direction of the facility operator in consultation with the Resident Engineer.

B. Materials

All materials used to adjust and support and protect and maintain and accommodate the integrity of utility facilities shall be similar to those indicated on the standard Sketches JB 100 A & 100 A-1 and shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer.

Materials used for replacing conduit(s) removed under this item shall be supplied by and installed by the Contractor and shall include but not be limited to the following:

1. Bends
2. Split and Solid Conduit(s) PVC and Steel
3. Couplings and Adapters PVC, Tile and Steel
4. Straps or plastic ties

PVC conduit and fittings shall be as supplied by American Pipe and Plastics, Type "C" or approved equal.

Steel Pipe and fittings shall conform to ASTM A53 Schedule 40

Tile to PVC adaptors shall be as supplied American U-Tel or approved equal.

C. Methods of Construction

Lengths of "wing-back" shall be determined by the facility operator in consultation with the Resident Engineer. All work performed prior to that approval shall be at the contractors risk.

Methods of construction shall include but not be limited to the following:

1 Removal and Support

- a. Break with hand held power tools, remove and dispose of plain or reinforced concrete encasement.

- b. Break with hand held power tools, remove and dispose of conduit(s) enclosures and conduit that contain conductor(s) and/or cable(s) except steel/iron conduits, inner ducts and 1 ¼" to 1 ½" PVC "quad ducts. Breaking - "ringing and ripping" - of steel/iron conduits belonging to ECS shall be performed by ECS forces only. Contractor shall make safe the work area to accommodate the ECS forces.
- c. Support and protect exposed conduits, cables, innerduct and airpipe as shown in Sketch JB 100A-1 and approved by the facility operator in consultation with the Resident Engineer.
- d. ECS tenants cables may require inspection, testing and encapsulation before they can be shifted. Contractor shall make safe the work area to accommodate these forces. Contractor shall be notified by the facility operator of the ECS tenant requirements before the conduits are broken-out.

2 Adjust or Move Conductor(s) and/or cable(s) and support

- a. Cable shall be relocated horizontally and/or vertically as directed by the facility operator in consultation with the Resident Engineer
- b. Support and protect conductors and/or cables as shown on Sketch # JB 100 A-1 and/or as directed by the facility operator.

3. Replacement, Encasement, Protection and Support

- a. Replace vacant and loaded conduit(s) with solid and/or split conduit(s) and adapters.
 - 1) Vacant Conduit - Repairs to conduits shall not be permitted. All damaged or impaired lengths of conduit(s) shall be removed and replaced with new conduit(s). The number of vacant conduits replaced shall be confirmed by the facility operator.
 - 2) Loaded Conduit - Replacement of conduits that are removed from around existing cable(s) or innerduct shall be accomplished with split plastic (PVC) or split steel conduits as directed by the facility operator. Where split and solid plastic or steel conduit is used, the conduit(s) shall be spaced 1½ inches from each other. All split PVC shall be secured with plastic straps spaced at a maximum distance of eighteen (18") inches. Plastic conduit shall be joined with plastic couplings.
 - 3) Adapting - Joining plastic conduit to existing conduits of other diameters or material shall be done using single or multiple adapters, (supplied by contractor).
- b. If due to subsurface conditions, the cover is less than 20" from finished grade, the duct shall be protected with steel plates furnished by the contractor and measured for payment under Item JB 403T.
- c. Support and protect cable(s) and/or conductor(s) and conduit(s).
- d. Verify vacant conduits and provide pull ropes.

- e. Encase all exposed conduit with concrete ($f_c = 1200$ to 1500 psi maximum) with slump commensurate to completely fill voids around conduits. Concrete encasement shall extend to two (2") inches beyond the limits of the duct bank vertically and horizontally.

D. Method of Measurement

The quantity to be measured for breaking out conduits, removing concrete, moving, protecting and supporting conductors and replacing conduits with split and solid conduit, shall be paid for by the linear foot (L.F.) of each conduit replaced. A linear foot of conduit shall be defined as one (1) single conduit measured along its longitudinal axis that has been broken out or moved from its original location either horizontally and/or vertically and measured in its final location. Quad PVC ducts produced as one unit shall be consider one duct for each quad unit. All conduits removed and not restored shall be covered for payment under the appropriate bid items for Removal of Abandoned Masonry for Utility Facilities and/or Removal of Abandoned Utility Conduits.

Multiple tile duct bank with concrete protection cover is not considered concrete encasement.

Each type of utility adjustment shall be paid for separately, the types of utility adjustments are defined as follows:

JB-402T.1 Existing Concrete Encased Non-Steel/Iron Conduits Placed in Final Position without Concrete Encasement. (L.F.)

JB-402T.1A Existing Concrete Encased Non-Steel/Iron Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.2 Existing Non-Concrete Encased Non-Steel/Iron Conduits Placed in Final Position without Concrete Encasement. (L.F.)

JB-402T.2A Existing Non-Concrete Encased Non-Steel/Iron Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.R1A Existing Concrete Encased Steel/Iron Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.R2A Existing Non-Concrete Encased Steel/Iron Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.V1 Existing Vacant Concrete Encased Conduits Placed in Final Position without Concrete Encasement. (L.F.)

JB-402T.V1A Existing Vacant Concrete Encased Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.V2 Existing Vacant Non-Concrete Encased Conduits Placed in Final Position without Concrete Encasement. (L.F.)

JB-402T.V2A Existing Vacant Non-Concrete Encased Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.J1 Existing Concrete Encased Conduits Placed in Final Position without Concrete Encasement. (L.F.) in Which Only Conduit Joints are Broken Out and Conduits Remain Intact.

JB-402T.J1A Existing Concrete Encased Conduits Placed in Final Position with Concrete Encasement. (L.F.) in Which Only Conduit Joints are Broken Out and Conduits Remain Intact.

JB-402T.J2 Existing Non-Concrete Encased Conduits Placed in Final Position without Concrete Encasement. (L.F.) in Which Only Conduit Joints are Broken Out and Conduits Remain Intact.

JB-402T.J2A Existing Non-Concrete Encased Conduits Placed in Final Position with Concrete Encasement. (L.F.) in Which Only Conduit Joints are Broken Out and Conduits Remain Intact.

E. Price to Cover

The unit price bid per linear foot (L.F.) of conduit shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to shift, adjust, support, protect, maintain and accommodate the integrity of utilities without disruption of service to the facility operator's customers and in accordance with contract documents. The price bid shall also include the cost of: breaking out, removal and disposal of plain or reinforced concrete encasements, replacement with field split, split and solid conduits, adapters, clamps, straps and couplings; verify vacant conduits and provide pull ropes; furnish and install concrete encasement, supports, slings and beams for utility support; changes of sheeting method and/or configuration when required and where necessary to accommodate the utilities during all phases of contract work;; and removal of sheeting around the utilities, and all else necessary and required to complete the work.

The unit price shall include providing access to the facility operator tenants to verify and test cables before, during and after the pipe ripping operation completed by the facility operator or specialized contractor hired by the facility operator and after conduit removal by the Contractor The unit price shall include, but not limited to, opening and closing of fences; removal and replacement of temporary timber curb and opening and closing of traffic plates. Access to adjacent manholes impacted by the run is included in this item. JB 450 shall not be used in conjunction with JB-402T as these items cover access to the work site at all times.

F. References

1. Sketches JB 100A and 100A-1
2. JB 403T
3. American Pipe and Plastics, P.O. Box 577, Binghamton, N.Y. 13902
4. American U-Tel, 9760 Smith Rd., Willoughby, Ohio 44094

JB 403T – FURNISH AND INSTALL STEEL PROTECTION PLATES FOR TELECOMMUNICATIONS FACILITIES

A. Description

Under this section, the Contractor shall furnish and install as required permanent steel protection plates over telecommunications facilities where directed by the facility operator(s).

B. Materials

Material shall be:

1/4" thick ASTM A-36 plates. Maximum size 24" by 48".

3/8" thick ASTM A-36 plates. Maximum size 12" by 18".

Thickness to be determined by the facility operator(s)

C. Method of Construction

Steel protection plates shall be placed in accordance with the attached facility operator(s) standard sketch JB 403T. All protective plates shall overlap a minimum of 3".

D. Method of Measurement

The quantity for payment shall be the area of permanent steel plating protection furnished and installed (excluding overlap) and measured in place in Square Feet (S.F.).

JB 403T.1 – Furnish and Install 1/4" thick steel plate (S.F.)

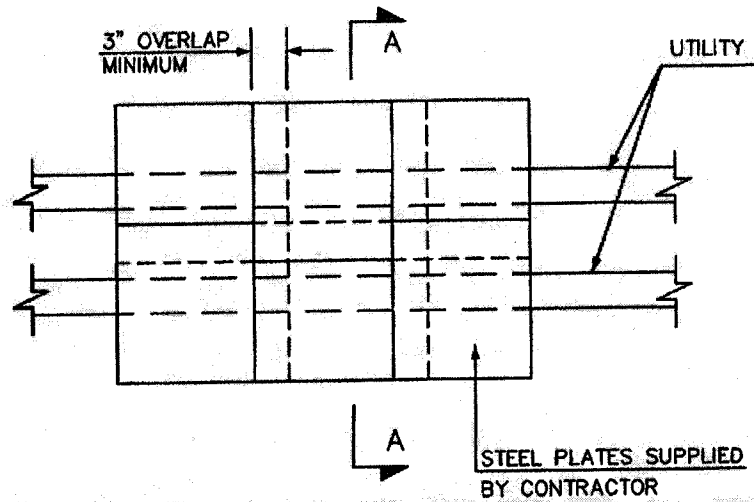
JB 403T.2 – Furnish and Install 3/8" thick steel plate (S.F.)

E. Price to Cover

The price shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to complete the work.

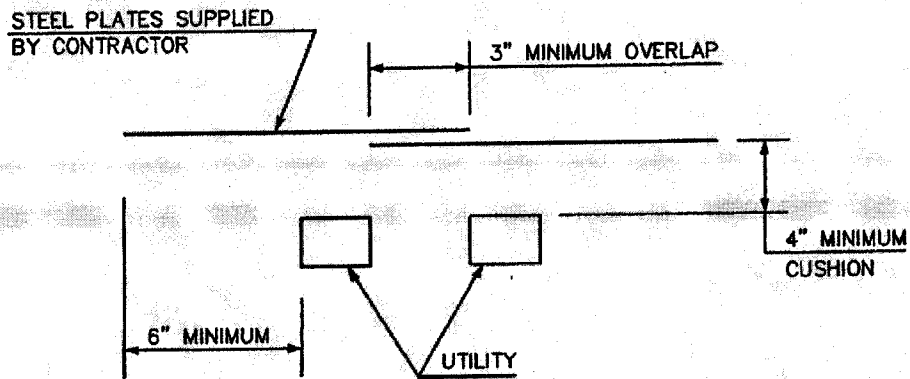
F. References

Sketch JB 403T



PLAN
NOT TO SCALE

AREA FOR PAYMENT
SHALL BE AS MEASURED
IN PLACE (EXCLUDE OVERLAP)



SECTION A-A
NOT TO SCALE

TYPICAL PLATE SIZES:
 6" x 48" x 1/4"
 12" x 48" x 1/4"
 24" x 48" x 1/4"
 12" x 24" x 3/8"

| REVISIONS |
|------------|
| 09/13/2017 |

| | |
|--|------------------------|
| J.B. SKETCH | |
| PLACING STEEL
PROTECTION PLATES FOR
COMMUNICATION FACILITIES | |
| CONTRACT NO. | SKETCH NO.
JB 403 T |

JB 405 - EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES**A. Description**

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals necessary to excavate, maintain trenches and backfill for the installation of new utility facilities including but not limited to:

1. Conduits
2. Non-cost sharing gas facilities
3. Steam mains
4. Steel pipe(s)

The trench to be excavated shall be determined by the size of the utility facility to be installed. The work shall be performed in accordance with applicable specifications, at the direction of the facility operator.

B. Materials

All materials used to excavate and prepare trenches shall be supplied by the Contractor and be approved by the facility operator.

C. Methods of Construction

1. **Excavation** – The Contractor shall saw cut and/or break and remove existing roadway which may include but is not limited to, asphalt, concrete and cobblestone, utilizing approved equipment that leaves a neat straight joint line along the juncture with subsequently replaced pavement. The Contractor shall be permitted to excavate utilizing a combination of machine and hand excavation, as field conditions warrant and as directed by the facility operator. The trench shall be adjusted so as to provide a nominal cover as defined in the specifications for the facility being installed over the new utility facilities or as required based on field conditions, applicable specifications, or as directed by the facility operator. The width of the trench shall be as directed by the facility operator or as shown on Sketch JB 603T (ECS only). The bottom of the trench shall be graded smooth with a minimum cushion of 3 inches of backfill material or in conformance with applicable specification and be compacted, to minimize initial settlement and to avoid "point" support of new utility facilities. All stones projecting into the trench bottom shall be removed, and the voids backfilled before the new utility facilities are installed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. The contractor shall properly dispose of all materials excavated away from site. Size and location of excavation shall be as directed by the facility operator. Trenches shall be excavated to a depth and size necessary to facilitate the installation of the new utility facility and in conformance with the applicable specification. All existing facilities that are encountered during trench excavating shall be protected in a manner suitable to the facility operator. Tight sheeting shall be used, as required, based on field conditions and/or when the depth of excavation is equal to or greater than five feet. Skeleton type sheeting will not be permitted. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Code requirements and in compliance with applicable specifications and/or as directed by the facility operator.

Care shall be taken that no existing utility facilities or other structures are broken or damaged. Contractor shall excavate all material encountered necessary to facilitate the installation of the new utility facilities, and as directed by the facility operator. Care should be taken to avoid damage to existing utility facilities and structures, and to pavements and their foundations, and to avoid caving or sliding banks within the excavation.

2. Maintenance of Trench Excavation - Excavated trenches shall be maintained free of debris and kept dry by the contractor. In order to accomplish this, contractor shall, upon completion of excavation and placement of sheeting (as required and/or if depth is equal to or greater than five feet), furnish and install adequate steel plates, as directed by the facility operator, and posting over the excavated trenches and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during non-working hours, as required based on DOT requirements. The Contractor shall then, at no additional cost, relocate such barricades barrels, cones and other warning devices and remove steel plates, as and when directed by the facility operator to facilitate the installation of the new utility facility. When work is being performed and the excavations are not covered with steel plates, the Contractor shall provide complete and safe access to the trench as may be required, and shall provide construction barricades and maintain traffic at all times as shown or as directed by the facility operator. Upon completion of installation of the new utility facility, the trench excavation shall be backfilled by the contractor in accordance with Contract requirements and all backfill material shall conform to contract specifications for such purpose.

3. Pavement and Sidewalk Restoration - After backfilling is completed, the contractor shall install temporary pavement consisting of six inches (6") thick asphaltic concrete mixture in roadway areas or a two inches (2") thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent replacement as specified in contract.

D. Method of Measurement

The quantity to be measured for payment shall be the number of cubic yards (C.Y.) of trench actually excavated and backfilled as directed by the facility operator or as shown on Sketch JB 603T for JB 603T Items. The volume occupied by existing pipes or other structures will not be deducted from the total volume measured.

JB 405.1 - Trench Excavations for installation of Utility Facilities with total depths less than five feet (C.Y.)

JB 405.2 - Trench Excavations for Utility Facilities with total depths equal to or greater than five feet (C.Y.)

E. Price to Cover

The unit price bid for the various trench excavation items shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to completely expose, protect and maintain the integrity of the facilities without disruption of service to the customers and in accordance with the contract documents. The price shall also include, installation of traffic plates as well as opening and closing of plates as may be required in order to provide access to trench; installation, removal and maintenance of tight sheeting as required; cutting, breaking and removing various thickness of surface and base pavement; excavation by hand to expose

existing structures; furnishing, placing and compacting clean backfill following installation of utility facility in compliance with DOT requirements. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price. The price shall also include the cost of providing temporary pavement restoration. Permanent pavement restoration shall be paid under city items. The price shall also include the cost of locating and protecting all utilities encountered as required.

Clean backfill material in accordance with specifications shall be used around gas facilities and critical facilities shall be paid for under item JB 303.

F. References

1. Item JB 303
2. Sketch JB603T
3. Con Edison Specifications, latest revisions
CEHSP S13.00 – Excavation and Trenching

JB 603T - FURNISH AND INSTALL TELECOMMUNICATIONS CONDUITS**A. Description**

Under this Section, the Contractor shall provide all labor, materials, equipment, insurance, and incidentals required to procure and install conduit for the purpose of installing the facility operator's utilities. Conduit runs shall be as shown on the contract drawings or as specified by the facility operator in consultation with the Resident Engineer.

B. Materials

Conduit shall consist of:

PVC - 2" and 4" diameter or 1 1/4" Quad, Type "C" as supplied by American Pipe and Plastics or approved equal

Steel - 4" diameter, ASTM A53, Schedule 40 or approved equal

All conduit including sleeves, couplings, bends, pulling lines, etc. shall be supplied by the Contractor and approved by the facility operator in consultation with the resident Engineer.

The Contractor shall supply all material (Mortar, Brick, etc.) to make repairs to opening(s) as approved by the facility operator in consultation with the Resident Engineer.

C. Method of Construction

The Contractor shall install the specified conduit(s) then rod, mandrel and wire (install pulling line) the new conduits. When conduit pipes are to be connected to existing underground ducts, manholes, or boxes, the Contractor, using hand-held tools only, shall cut existing conduit, to pick-up existing underground conduits with new conduits, make openings into manholes or boxes, install/connect the conduit, and make repairs to seal the openings in the structure.

Steel pipe shall be used for shallow cover and crossing or paralleling steam mains as directed by the facility operator in consultation with the Resident Engineer.

When the facility operator required a combination of conduit types and materials the facility operator will define the configuration of the conduit system and the location of each type within the conduit bank. All conduit shall be spaced 1 1/2" both vertically and horizontally from the adjacent conduit(s). All conduits shall be encased in lean concrete ($f_c = 1200$ to 1500 psi maximum) which shall extend 2" beyond each face of the conduit formation, above and each side of the conduit formation.

If due to subsurface conditions, the cover is less than 20" from finished grade, the duct shall be protected with steel plates furnished by the facility operator(s) and measured for payment under Item JB 403.

The work shall be performed in accordance with the contract plans, specifications, and at the directions of the facility operator in consultation with the Resident Engineer.

D. Methods of Measurement

The quantity to be measured for payment shall be the number of linear feet (LF) of conduit trench for which conduit was furnished and installed:

1. 603T.1 - Install 1 ea. 2", 4" or 1 1/4" Quad" Conduit (PVC or Steel) in any combination
2. 603T.2 - Install 2 ea. 2", 4" or 1 1/4" Quad Conduits (PVC or Steel) in any combination
3. 603T.3 - Install 4 ea. 4" or 1 1/4" Quad Conduits (PVC or Steel) in any combination
4. 603T.4 - Install 6 ea. 4" or 1 1/4" Quad Conduits (PVC or Steel) in any combination
5. 603T.5 - Install 8 ea. 4" or 1 1/4" Quad Conduits (PVC or Steel) in any combination
6. 603T.6 - Install 12 ea. 4" or 1 1/4" Quad Conduits (PVC or Steel) in any combination
7. 603T.7 - Install 15 ea. 4" or 1 1/4" Quad Conduits (PVC or Steel) in any combination
8. 603T.8 - Install 24 ea. 4" or 1 1/4" Quad Conduits (PVC or Steel) in any combination
9. 603T.9 - Install 30 ea. 4" or 1 1/4" Quad Conduits (PVC or Steel) in any combination

A Quad, consisting of four 1 1/4" conduits shall be supplied as one unit. For purposes of measurement and payment each quad unit of four 1 1/4" ducts shall be counted as one duct.

For any equivalent combination not fitting the above categories payment shall be based on the next higher category.

E. Price to Cover

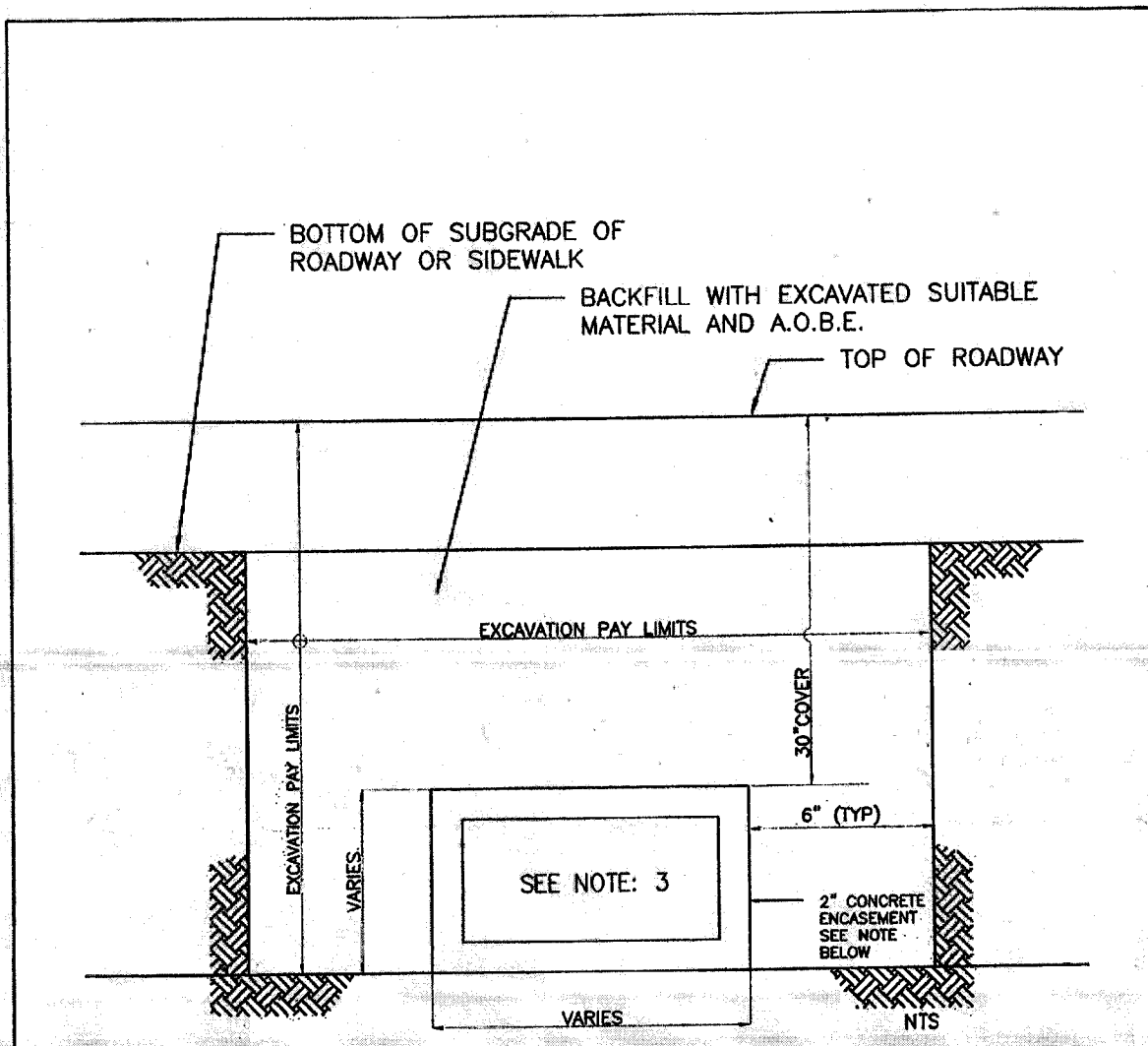
The unit price per linear foot of Conduit trench shall cover the cost of all labor, materials, equipment, insurance and incidentals necessary to furnish, install, rod, rope, and perform any other associated work required to install the conduit completely in place. Where conduits are to be connected to ducts, manholes or boxes, the cost of cutting and/or breaking into the ducts, manholes or boxes, installing and sealing the conduit, including duct plugs; and making repairs to the openings in the structure shall be considered as included in the unit price bid for the installation of the conduit. All acceptance testing, including passing a mandrill with a diameter of 1/8" less than the inside diameter of the duct through the entire length of the duct, as required by the facility operator shall be considered as included in the unit price.

Payment for trench excavation shall be paid under Item JB 405.

Steel protection plates shall be paid for under Item JB 403T

F. References

1. Sketch JB 603T
2. Item JB 405
3. American Pipe and Plastics, P.O. Box 577, Binghamton, N.Y. 13902



TYPICAL CONDUIT EXCAVATION AND BACKFILL

NOTES:

QUEENS, BROOKLYN & STATEN ISLAND
 1- CONCRETE ENCASE REQUIRED IF TOP OF DUCTS IS 20" OR LESS FROM SURFACE AND ALL BENDS, SWEEPS AND CHANGE OF GRADE. FOR COVER LESS THAN 20", 3/8" STEEL (A36M) COVER PLATES IN ADDITION TO THE CONCRETE ENCASEMENT SHALL BE PROVIDED.

MANHATTAN & BRONX,
 2- FOR COVER LESS THAN 20", 1/4" STEEL (A36M) COVER COVER PLATES IN ADDITION TO THE CONCRETE ENCASEMENT SHALL BE PROVIDED.

3- CONDUIT CONFIGURATION TO BE DETERMINED BY ECS/VERIZON REPRESENTATIVE.

| | |
|----------------------------------|------------------------------------|
| J.B. SKETCH | |
| TRENCH EXCAVATION
FOR CONDUIT | |
| 09/13/2017 | CONTRACT NO. SKETCH NO.
JB 603T |

JB 636 M - MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE DURING PAVEMENT MILLING AND RESURFACING OPERATIONS**A. Description**

Under this section, the Contractor shall provide all labor, materials, equipment, insurance, and incidentals required to maintain, protect, and accommodate the integrity of utility hardware during pavement milling and resurfacing operations. Hardware includes castings, frames, and covers on utility structures, valve box cover castings, concrete collars around steam castings, and all other hardware protecting utility facilities.

B. Materials – N/A**C. Method of Construction**

Removal of existing pavement around utility hardware shall be performed by the Contractor with extreme caution by utilizing appropriate methods of operation, by employing specialized construction equipment, and by special operations and sequencing.

The Contractor shall not mill existing pavement within 12" of the perimeter of utility hardware. Removal of pavement within 12" of the perimeter of utility hardware shall be by cutting with pavement breakers or other methods as proposed by the Contractor. All methods shall be presented to the facility operator and the Resident Engineer by the Contractor prior to the start of construction and shall be approved by the facility operator in consultation with the Resident Engineer.

During removal of existing pavement and for the duration of project, the Contractor shall protect utility hardware from damage by the Contractor's operations and traffic. Contractor shall also provide all necessary protection to pedestrians to prevent injury to pedestrians when crossing utility hardware during the project. Utility street hardware damaged by the Contractor or others during the project shall be replaced by the Contractor at Contractor's expense.

The Contractor shall not place any paving materials over utility hardware during the project and shall maintain free and unobstructed access to all structures at all times. The contractor shall maintain all covers free of debris and protect the covers, if necessary, from residue that results from the paving operation.

D. Method of Measurement

The quantity to be measured for payment shall be the number of utility hardware units (ea) in each size group actually adjusted as specified under each item. The size of each hardware unit, measured in width, shall be defined as either, the diameter of the exposed edge of the casting, the exposed edge of elliptical castings measured along the major axis, or the exposed edge of the longest side of rectangular frames.

Item 636 MA – Modification of Work Methods to Accommodate Utility Hardware
(Under 7" Width)

Item 636 MB – Modification of Work Methods to Accommodate Utility Hardware
(7" to under 14" Width)

Item 636 MC – Modification of Work Methods to Accommodate Utility Hardware
(14" to under 30" Width)

Item 636 MD – Modification of Work Methods to Accommodate Utility Hardware
(30" to under 34" Width)

Item 636 ME – Modification of Work Methods to Accommodate Utility Hardware
(34" to under 41" Width)

Item 636 MG – Modification of Work Methods to Accommodate Utility Hardware
(41" to under 75" Width)

Item 636 MH – Modification of Work Methods to Accommodate Utility Hardware
(75" to under 125" Width)

Item 636 MI – Modification of Work Methods to Accommodate Utility Hardware
(125" to under 170" Width)

Item 636 SMB – Modification of Work Methods to Accommodate Utility Steam
Hardware (Under and including 8" Width)

Item 636 SMC – Modification of Work Methods to Accommodate Utility Steam
Hardware (Above 8" to 34" Width)

A. Price to Cover

The price to modify work methods to accommodate Utility Hardware during pavement milling and resurfacing operations shall include the cost of all incremental labor, materials, time, equipment, insurance and incidentals required for removal and disposal of existing pavement, installation and compaction of base and wearing course materials, installation and compaction and removal of temporary asphalt concrete mixture, tack coating; in accordance with the plans, the specifications and the directions of the facility operator in consultation with the Resident Engineer. The price to cover shall further include the cost of maintaining, protecting, and accommodating the integrity of utility street hardware during the project and during the performance of milling and resurfacing and the incremental additional work and effort made necessary to protect pedestrians from injury when crossing utility hardware during the project. The price to cover shall further include additional areas of modification of work methods beyond 12" of the perimeter of the utility street hardware due to the milling equipment and the location of other utility hardware, city street hardware, utility poles, street lights, traffic signals, curbs, sidewalks, medians, guide rails, pavement stops, cobblestones, and pavers. The price to cover for Items 636 SMB and 636 SMC shall also include modification of work methods due to existing concrete collars surrounding these castings.

Payment for all work herein specified shall be made on a one-time basis only; no payment for work herein specified shall be made for the same area more than one time. Adjustment to utility hardware shall be paid for under the appropriate JB 636E item.

F. References

JB 803 - LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATIONS**A. Description**

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities that include but are not limited to oil or static facilities, and any other facilities of various sizes and configurations paralleling or crossing proposed saw cut areas located within a zone of protection associated with roadway removal operations, as determined by the utility operator. Utility facilities which cross under and between the saw cut area are included within this item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and determined by the facility operator(s).

B. Materials – N/A**C. Method of Construction**

The Contractor shall maintain, protect, support and accommodate the integrity of all utility facilities of various sizes and configurations paralleling or crossing the saw cut area within a zone of protection as determined by the Facility Operator, during the roadway saw cut. The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use pneumatic tools to line cut the pavement in lieu of saw cut by machine. It is the sole discretion of the facility operator(s) to determine relationships and/or dimensions, and advise the Contractor to proceed with pneumatic tools to line cut existing roadway structure.

D. Method of Measurement

The quantity to be measured for payment shall be the number of linear feet of line cut performed by pneumatic tools measured along the length of cut. The contract item specified under this section shall not be measured for payment in conjunction with other types of utility items. Modifications to work methods required in areas between zones of protection for multiple utilities or JB facilities shall not be measured for payment and are included in the price bid for this item.

JB 803.1 Line cut Asphalt Roadway (LF)

JB 803.2 Line cut any combination of Asphalt and Concrete Roadway (LF)

JB 803.3 Line cut any combination of Asphalt, Concrete, and Belgium Block (LF)

E. Price to Cover

The unit price per linear foot shall include the incremental cost for all labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities paralleling or crossing the saw cut area associated with the removal of roadway designated for protection of utilities by the facility operator(s).

The unit price shall also include any additional cutting, removing and disposing of roadway materials; and any backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The price shall also include the incremental cost for providing all vehicular and pedestrian traffic maintenance necessary to perform the work.

The Contractor shall be responsible for any and all damages resulting from and/or due to saw cutting operations that are not performed in accordance with the specifications.

F. References

1. NYS Industrial Code Rule 753

LISTING OF COMPANIES NAMED FOR THIS CONTRACT

MIBBNC003
CONSTRUCTION OF STROM/SANITARY SEWERS & REPLACEMENT OF W.M. IN MASON
AVE., ETC.
BOROUGH OF STATEN ISLAND

| <u>COMPANY NAME</u> | <u>CONTACT NAME</u> | <u>CONTACT TELEPHONE</u> |
|----------------------------|----------------------------|---------------------------------|
| CONSOLIDATED EDISON | O'NEIL WRIGHT | (212) 460-3870 |
| NATIONAL GRID | NEVILLE JACOBS | (718) 963-5612 |
| VERIZON | AUBREY MAKHANLAL | (718) 977-8165 |

PRIVATE UTILITY SCOPE OF WORK

(NO TEXT IN THIS SECTION)

JOINT BID WORKSHEET
ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR CONSOLIDATED EDISON COMPANY OF NEW YORK
MIBBNC003
CONSTRUCTION OF STORM/SANITARY SEWERS & REPLACEMENT OF W.M. IN MASON
AVE., ETC.
BOROUGH OF STATEN ISLAND

| JOINT BID
ITEM NUMBER | DESCRIPTION | UNITS | ESTIMATED
QUANTITY |
|--------------------------|--|-------|-----------------------|
| JB 100.1 | UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .1) | EA | 1 |
| JB 101.1 | UTILITIES CROSSING TRENCH FOR SEWERS UP TO AND INCL. 24" DIAMETER (TYPE .1) | EA | 24 |
| JB 102.1 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .1) | EA | 1 |
| JB 103.1 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE .1) | EA | 1 |
| JB 108.1 | UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1) | EA | 6 |
| JB 225 | INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES | EA | 1 |
| JB 226 | INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES | EA | 1 |
| JB 300 | SPECIAL CARE EXCAVATION AND BACKFILING | CY | 7 |
| JB 330E.1 | SUPPORT & PROTECT ELEC. GAS & STEAM FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE W/IN TRENCH LIMITS (TYPE .1) | LF | 37 |
| JB 350 | ACCOMMODATION OF OH FACILITIES, POLES & APPURTENANCES | LS | 1 |
| JB 351 | UTILITY POLE SUPPORTS | EA | 8 |
| JB 400 | TEST PITS FOR UTILITY FACILITIES | CY | 10 |
| JB 405.1 | EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS LESS THAN 5 FEET | CY | 37 |
| JB 450.2 | CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .2) | CRHRS | 4 |
| JB 450.3 | CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .3) | CRHRS | 4 |
| JB 603E.1 | INSTALL UTILITY CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT | LF | 110 |
| JB 900 | EXTRA UTILITY WORK COSTS ALLOWANCE | FS | 1 |

CON EDISON JOINT BIDDING SCOPE OF WORK
SUPPORT AND PROTECTION
MIBBNC003
CONSTRUCTION OF STORM/SANITARY SEWERS & REPLACEMENT OF W.M. IN MASON
AVE., ETC.
BOROUGH OF STATEN ISLAND

JB 100.1 UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .1) EA

At the following locations:

198' W/E/C Mason Ave. and 14' S/N/C Stobe Ave.

Total Quantity for JB 100.1 = 1

JB 101.1 UTILITIES CROSSING TRENCH FOR SEWERS UP TO AND INCL. 24" DIAMETER (TYPE .1) EA

At the following locations:

157' E/E/C Idlease Place and 19' N/S/C Adams Ave.

73' W/W/C Mason Ave. and 12' S/N/C Jefferson Ave.

27' W/E/C Mason Ave. and 4' S/S/C Jefferson Ave.

86' W/E/C Mason Ave. and 27' S/N/C Stobe Ave.

22' E/W/C Mason Ave. and 7' N/N/C Stobe Ave.

8' W/E/C Mason Ave. and 7' N/N/C Stobe Ave.

0' E/E/C Mason Ave. and 35' N/S/C Stobe Ave.

0' W/E/C Mason Ave. and 24' S/N/C Stobe Ave.

83' E/E/C Mason Ave. and 35' N/S/C Stobe Ave.

83' E/E/C Mason Ave. and 24' N/S/C Stobe Ave.

218' E/E/C Mason Ave. and 35' N/S/C Stobe Ave.

218' E/E/C Mason Ave. and 24' N/S/C Stobe Ave.

213' E/W/C Nugent Ave. and 35' N/S/C Stobe Ave.

213' E/W/C Nugent Ave. and 24' N/S/C Stobe Ave.

177' E/W/C Nugent Ave. and 35' N/S/C Stobe Ave.

177' E/W/C Nugent Ave. and 24' N/S/C Stobe Ave.

153' E/W/C Nugent Ave. and 35' N/S/C Stobe Ave.

153' E/W/C Nugent Ave. and 24' N/S/C Stobe Ave.

F/O #374 and 9' N/S/C Stobe Ave.

206' E/E/C Laconia Ave. and 24' S/N/C Jefferson Ave.

110' W/W/C Mason Ave. and N/O Adams Ave.

25' E/E/C Mason Ave. and N/O Adams Ave.

135' E/E/C Mason Ave. and N/O Adams Ave.

240' E/E/C Mason Ave. and N/O Adams Ave.

Total Quantity for JB 101.1 = 24

**CON EDISON JOINT BIDDING SCOPE OF WORK
SUPPORT AND PROTECTION
MIBBNC003
CONSTRUCTION OF STORM/SANITARY SEWERS & REPLACEMENT OF W.M. IN MASON
AVE., ETC.
BOROUGH OF STATEN ISLAND**

| | | |
|----------|--|----|
| JB 102.1 | <p>UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .1)</p> <p><i>At the following locations:</i></p> <p>17' W/E/C Mason Ave. and 4' S/S/C Jefferson Ave.</p> <p style="text-align: center;">Total Quantity for JB 102.1 = 1</p> | EA |
| JB 103.1 | <p>UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE .1)</p> <p><i>At the following locations:</i></p> <p>17' W/E/C Mason Ave. and 7' N/N/C Stobe Ave.</p> <p style="text-align: center;">Total Quantity for JB 103.1 = 1</p> | EA |
| JB 108.1 | <p>UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)</p> <p><i>At the following locations:</i></p> <p>206' E/E/C Laconia Ave. and 7' N/S/C Jefferson Ave.
73' W/W/C Mason Ave. and 7' N/S/C Jefferson Ave.
8' E/W/C Mason Ave. and 12' S/N/C Jefferson Ave.
5' E/W/C Mason Ave. and 7' N/N/C Stobe Ave.
0' E/E/C Mason Ave. and 5' S/N/C Stobe Ave.
110' W/W/C Mason Ave. and N/O Adams Ave.</p> <p style="text-align: center;">Total Quantity for JB 108.1 = 6</p> | EA |
| JB 225 | <p>INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES</p> <p><i>At the following locations:</i></p> <p>13' E/E/C Mason Ave. and N/O Jefferson Ave.</p> <p>AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p style="text-align: center;">Total Quantity for JB 225 = 1</p> | EA |
| JB 226 | <p>INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES</p> <p><i>At the following locations:</i></p> <p>19' W/W/C Mason Ave. and S/O Adams Ave.</p> <p style="text-align: center;">Total Quantity for JB 226 = 1</p> | EA |

CON EDISON JOINT BIDDING SCOPE OF WORK
SUPPORT AND PROTECTION
MIBBNC003
CONSTRUCTION OF STORM/SANITARY SEWERS & REPLACEMENT OF W.M. IN MASON
AVE., ETC.
BOROUGH OF STATEN ISLAND

| | | |
|-----------|--|------|
| JB 300 | SPECIAL CARE EXCAVATION AND BACKFILING | CY |
| | <i>At the following locations:</i> | |
| | 19' W/W/C Mason Ave. and S/O Adams Ave. | |
| | 139' W/W/C Mason Ave. and 7' N/S/C Jefferson Ave. | |
| | 32' E/E/C Mason Ave. and N/O Adams Ave. | |
| | Total Quantity for JB 300 | = 7 |
| JB 330E.1 | SUPPORT & PROTECT ELEC, GAS & STEAM FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE W/IN TRENCH LIMITS (TYPE .1) | LF |
| | <i>At the following locations:</i> | |
| | 34' W/W/C Laconia Ave. and 13' S/N/C Jefferson Ave. | |
| | 13' E/E/C Mason Ave. and N/O Jefferson Ave. | |
| | Total Quantity for JB 330E.1 | = 37 |
| JB 350 | ACCOMMODATION OF OH FACILITIES, POLES & APPURTENANCES | LS |
| | <i>At the following locations:</i> | |
| | Various | |
| | Total Quantity for JB 350 | = 1 |
| JB 351 | UTILITY POLE SUPPORTS | EA |
| | <i>At the following locations:</i> | |
| | W/O Nugent Ave. and 114' S/S/C Stobe Ave. | |
| | 120' W/W/C Seaver Ave. and S/O Olympia Blvd. | |
| | N/W/C Mason Ave. and Seaver Ave. | |
| | From Laconia Ave. to Mason Ave. and S/O Seaver Ave. | |
| | Total Quantity for JB 351 | = 8 |
| JB 400 | TEST PITS FOR UTILITY FACILITIES | CY |
| | <i>At the following locations:</i> | |
| | Various | |
| | Total Quantity for JB 400 | = 10 |

**CON EDISON JOINT BIDDING SCOPE OF WORK
SUPPORT AND PROTECTION
MIBBNC003
CONSTRUCTION OF STORM/SANITARY SEWERS & REPLACEMENT OF W.M. IN MASON
AVE., ETC.
BOROUGH OF STATEN ISLAND**

| | | |
|------------------|--|--------------|
| JB 405.1 | EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS LESS THAN 5 FEET | CY |
| | <i>At the following locations:</i> | |
| | 32' E/E/C Mason Ave. and N/O Adams Ave. | |
| | Total Quantity for JB 405.1 | = 37 |
| JB 450.2 | CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .2) | CRHRS |
| | <i>At the following locations:</i> | |
| | Various | |
| | Total Quantity for JB 450.2 | = 4 |
| JB 450.3 | CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .3) | CRHRS |
| | <i>At the following locations:</i> | |
| | Various | |
| | Total Quantity for JB 450.3 | = 4 |
| JB 603E.1 | INSTALL UTILITY CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT | LF |
| | <i>At the following locations:</i> | |
| | 32' E/E/C Mason Ave. and N/O Adams Ave. | |
| | AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE | |
| | Total Quantity for JB 603E.1 | = 110 |
| JB 900 | EXTRA UTILITY WORK COSTS ALLOWANCE | FS |
| | <i>At the following locations:</i> | |
| | Various | |
| | AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE | |
| | Total Quantity for JB 900 | = 1 |

JOINT BID WORKSHEET
MIBBNC003 - CONSTRUCTION OF STORM AND SANITARY SEWERS
AND REPLACEMENT WATER MAIN IN MASON AVENUE ETC.
BOROUGH OF STATEN ISLAND
FOR INFORMATION ONLY
ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR VERIZON

| JOINT BID
ITEM
NUMBER | DESCRIPTION | Unit of
Measure | Estimated
Quantity |
|-----------------------------|--|--------------------|-----------------------|
| JB 100.1 | UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT.
AND/OR TEST PIT (TYPE .1) | EA. | 16 |
| JB 100.2 | UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT.
AND/OR TEST PIT (TYPE .2) | EA. | 4 |
| JB 100.3 | UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT.
AND/OR TEST PIT (TYPE .3) | EA. | 3 |
| JB 101.1 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24"
DIAMETER (TYPE .1) | EA. | 12 |
| JB 101.2 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24"
DIAMETER (TYPE .2) | EA. | 4 |
| JB 101.3 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24"
DIAMETER (TYPE .3) | EA. | 3 |
| JB 102.1 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36"
DIAMETER (TYPE .1) | EA. | 6 |
| JB 102.2 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36"
DIAMETER (TYPE .2) | EA. | 3 |
| JB 108.1 | UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL.
12" DIAMETER (TYPE .1) | EA. | 6 |
| JB 108.2 | UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL.
12" DIAMETER (TYPE .2) | EA. | 9 |
| JB 108.3 | UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL.
12" DIAMETER (TYPE .3) | EA. | 4 |
| JB 200 | EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION
PIPES | L.F. | 40 |
| JB 225 | INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY
INTERFERENCES | EA. | 10 |
| JB 226 | INSTALLATION OF CATCH BASINS WITH INTERFERENCES | EA. | 3 |
| JB 300 | SPECIAL CARE EXCAVATION & BACKFILLING | C.Y. | 52 |
| JB 330T1 | SUPPORT & PROTECTION OF COMMUNICATION UTILITY FACILITIES
DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE IN OR
CLOSE PROXIMITY TO TRENCH LIMITS | L.F. | 200 |
| JB 350T | OVERHEAD ACCOMMODATION, PROTECTION OF OVERHEAD
FACILITIES, POLES AND APPURTENANCES | L.S. | 1 |
| JB 351T | UTILITY POLE SUPPORTS | EA. | 3 |
| JB 400 | TEST PITS FOR UTILITY FACILITIES | C.Y. | 30 |
| JB 401 | TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES | C.Y. | 298 |

JOINT BID WORKSHEET
MIBBNC003 - CONSTRUCTION OF STORM AND SANITARY SEWERS
AND REPLACEMENT WATER MAIN IN MASON AVENUE ETC.
BOROUGH OF STATEN ISLAND
FOR INFORMATION ONLY
ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR VERIZON

| JOINT BID
ITEM
NUMBER | DESCRIPTION | Unit of
Measure | Estimated
Quantity |
|-----------------------------|--|--------------------|-----------------------|
| JB 401AT | SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF TELECOMMUNICATION UTILITY FACILITIES CONNECTED TO THE BASE PAVEMENT | C.Y. | 50 |
| JB 402T.1 | EXISTING CONCRETE ENCASED NON-STEEL/IRON CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT | L.F. | 100 |
| JB 402T.1A | EXISTING CONCRETE ENCASED NON-STEEL/IRON CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT | L.F. | 200 |
| JB 402T.2A | EXISTING NON-CONCRETE ENCASED NON-STEEL/IRON CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT | L.F. | 1591 |
| JB 402T.V2A | EXISTING VACANT NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT | L.F. | 200 |
| JB 403T.2 | PLACING STEEL PROTECTION PLATES FOR UTILITIES FACILITIES | S.F. | 200 |
| JB 405.1 | TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES. | C.Y. | 100 |
| JB 405.2 | TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES. | C.Y. | 20 |
| JB 500 | REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED) | L.F. | 100 |
| JB 501.0 | REMOVAL OF ABANDONED MASONRY FOR ELECTRIC AND TELEPHONE FACILITIES | C.Y. | 10 |
| JB 603T.2 | INSTALL 2-EA. 2", 4" OR 1-1/4" QUAD CONDUIT (PVC OR STEEL) IN ANY COMBINATION | L.F. | 200 |
| JB 603T.4 | INSTALL 6-EA. 4" OR 1-1/4" QUAD CONDUIT (PVC OR STEEL) IN ANY COMBINATION | L.F. | 200 |
| JB 603T.6 | INSTALL 12-EA. 4" OR 1-1/4" QUAD CONDUIT (PVC OR STEEL) IN ANY COMBINATION | L.F. | 200 |
| JB 636 EE | ADJUSTMENT OF UTILITY HARWARE (34" TO UNDER 41" WIDTH) | EA. | 3 |
| JB 636 ME | MODIFICATION OF METHODS TO ACCOMMODATE UTILITY STREET HARDWARE DURING PAVEMENT MILLING AND RESURFACING OPERATIONS (34" TO UNDER 41" WIDTH) | EA. | 3 |
| JB 636 R | REPAIR TO UTILITY STRUCTURES | C.Y. | 20 |
| JB 638 N | INSTALLATION OF FIELD CONSTRUCTED UILITY STRUCTURES | C.Y. | 20 |
| JB 700.0 | SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE / PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER | C.Y. | 200 |
| JB 710.1 | REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON PIPE, UP TO & INCLUDING 12" DIAMETER PIPES | L.F. | 200 |
| JB 803.2 | LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATIONS | L.F. | 100 |

JOINT BID WORKSHEET
MIBBNC003 - CONSTRUCTION OF STORM AND SANITARY SEWERS
AND REPLACEMENT WATER MAIN IN MASON AVENUE ETC.
BOROUGH OF STATEN ISLAND
FOR INFORMATION ONLY
ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR VERIZON

| JOINT BID
ITEM
NUMBER | DESCRIPTION | Unit of
Measure | Estimated
Quantity |
|-----------------------------|------------------------------|--------------------|-----------------------|
| JB 900 | EXTRA UTILITY WORK ALLOWANCE | F.S. | 1 |

VERIZON JOINT BIDDING SCOPE OF WORK
SUPPORT & PROTECTION
MIBBNC003 - CONSTRUCTION OF STORM AND SANITARY SEWERS
AND REPLACEMENT WATER MAIN IN MASON AVENUE ETC.
BOROUGH OF STATEN ISLAND

| | | |
|----------|---|-----|
| JB 100.1 | UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE 1) | EA. |
| | At the following locations: | |
| | S/S OF ADAMS AVENUE, E/O MASON AVENUE | 1 |
| | W/S OF MASON AVENUE, N/O ADAMS AVENUE | 1 |
| | E/S OF MASON AVENUE, N/O ADAMS AVENUE | 1 |
| | W/S OF MASON AVENUE, S/O JEFFERSON AVENUE | 1 |
| | S/S OF JEFFERSON AVENUE, E/O MASON AVENUE | 1 |
| | E/S OF MASON AVENUE, S/O JEFFERSON AVENUE | 1 |
| | E/S OF MASON AVENUE, N/O JEFFERSON AVENUE | 2 |
| | E/S OF MASON AVENUE, S/O STOBE AVENUE | 1 |
| | S/S OF STOBE AVENUE, E/O MASON AVENUE | 1 |
| | N/S OF STOBE AVENUE, E/O MASON AVENUE | 1 |
| | S/S OF STOBE AVENUE, E/O MASON AVENUE | 1 |
| | N/S OF STOBE AVENUE, W/O NUGENT AVENUE | 1 |
| | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 3 |
| | Total quantity for JB 100.1 = | 16 |
| JB 100.2 | UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE 2) | EA. |
| | At the following locations: | |
| | MID. OF JEFFERSON AVENUE BETWEEN LACONIA AND MASON AVENUE | 1 |
| | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 3 |
| | Total quantity for JB 100.2 = | 4 |
| JB 100.3 | UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE 3) | EA. |
| | At the following locations: | |
| | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 3 |
| | Total quantity for JB 100.3 = | 3 |
| JB 101.1 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE 1) | EA. |
| | At the following locations: | |
| | INT. OF MASON AVENUE AND ADAMS AVENUE | 2 |
| | INT. OF MASON AVENUE AND JEFFERSON AVENUE | 4 |
| | N/S OF STOBE AVENUE, W/O NUGENT AVENUE | 1 |
| | S/S OF STOBE AVENUE, W/O NUGENT AVENUE | 2 |
| | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 3 |
| | Total quantity for JB 101.1 = | 12 |
| JB 101.2 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE 2) | EA. |
| | At the following locations: | |
| | INT. OF MASON AVENUE AND JEFFERSON AVENUE | 1 |
| | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 3 |
| | Total quantity for JB 101.2 = | 4 |

VERIZON JOINT BIDDING SCOPE OF WORK
SUPPORT & PROTECTION
MIBBNC003 - CONSTRUCTION OF STORM AND SANITARY SEWERS
AND REPLACEMENT WATER MAIN IN MASON AVENUE ETC.
BOROUGH OF STATEN ISLAND

| | | |
|----------|--|---|
| JB 101.3 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .3)

At the following locations:

AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE

Total quantity for JB 101.3 = 3 | EA.

3 |
| JB 102.1 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .1)

At the following locations:

INT. OF MASON AVENUE, S/O STOBE AVENUE
INT. OF MASON AVENUE AND JEFFERSON AVENUE
AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE

Total quantity for JB 102.1 = 6 | EA.

1
2
3 |
| JB 102.2 | UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .2)

At the following locations:

AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE

Total quantity for JB 102.2 = 3 | EA.

3 |
| JB 108.1 | UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)

At the following locations:

INT. OF MASON AVENUE AND ADAMS AVENUE
INT. OF JEFFERSON AVENUE AND MASON AVENUE
AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE

Total quantity for JB 108.1 = 6 | EA.

1
2
3 |
| JB 108.2 | UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2)

At the following locations:

INT. OF MASON AVENUE AND JEFFERSON AVENUE
INT. OF JEFFERSON AVENUE AND LACONIA AVENUE
S/S OF JEFFERSON AVENUE, E/O LACONIA AVENUE
S/S OF JEFFERSON AVENUE MIDWAY BETWEEN LACONIA AVENUE AND MASON AVENUE
S/S OF JEFFERSON AVENUE, W/O MASON AVENUE
AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE

Total quantity for JB 108.2 = 9 | EA.

2
1
1
1
1
3 |
| JB 108.3 | UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .3)

At the following locations:

INT. OF LACONIA AVENUE AND JEFFERSON AVENUE
AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE

Total quantity for JB 108.3 = 4 | EA.

1
3 |

VERIZON JOINT BIDDING SCOPE OF WORK
SUPPORT & PROTECTION
MIBBNC003 - CONSTRUCTION OF STORM AND SANITARY SEWERS
AND REPLACEMENT WATER MAIN IN MASON AVENUE ETC.
BOROUGH OF STATEN ISLAND

| | | |
|----------|--|------|
| JB 200 | EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES | L.F. |
| | At the following locations: | |
| | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 40 |
| | Total quantity for JB 200 = 40 | |
| JB 225 | INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES | EA. |
| | At the following locations: | |
| | S/S OF ADAMS AVENUE, E/O MASON AVENUE | 1 |
| | W/S OF MASON AVENUE, N/O ADAMS AVENUE | 1 |
| | E/S OF MASON AVENUE, N/O ADAMS AVENUE | 1 |
| | W/S OF MASON AVENUE, S/O JEFFERSON AVENUE | 1 |
| | S/S OF JEFFERSON AVENUE, E/O MASON AVENUE | 1 |
| | E/S OF MASON AVENUE, S/O JEFFERSON AVENUE | 1 |
| | S/S OF STOBE AVENUE, E/O MASON AVENUE | 1 |
| | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 3 |
| | Total quantity for JB 225 = 10 | |
| JB 226 | INSTALLATION OF CATCH BASINS WITH INTERFERENCES | EA. |
| | At the following locations: | |
| | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 3 |
| | Total quantity for JB 226 = 3 | |
| JB 300 | SPECIAL CARE EXCAVATION & BACKFILLING | C.Y. |
| | At the following locations: | |
| | S/S OF JEFFERSON AVENUE, E/O MASON AVENUE | 2 |
| | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 50 |
| | Total quantity for JB 300 = 52 | |
| JB 330T1 | SUPPORT & PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE IN OR CLOSE PROXIMITY TO TRENCH LIMITS | L.F. |
| | At the following locations: | |
| | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 200 |
| | Total quantity for JB 330T1 = 200 | |
| JB 350T | OVERHEAD ACCOMMODATION, PROTECTION OF OVERHEAD FACILITIES, POLES AND APPURTENANCES | L.S. |
| | At the following locations: | |
| | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 1 |
| | Total quantity for JB 350T = 1 | |

VERIZON JOINT BIDDING SCOPE OF WORK
SUPPORT & PROTECTION
MIBBNC003 - CONSTRUCTION OF STORM AND SANITARY SEWERS
AND REPLACEMENT WATER MAIN IN MASON AVENUE ETC.
BOROUGH OF STATEN ISLAND

| | | |
|------------|---|---|
| JB 351T | UTILITY POLE SUPPORTS
At the following locations:
AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE
Total quantity for JB 351T = 3 | EA.

3 |
| JB 400 | TEST PITS FOR UTILITY FACILITIES
At the following locations:
AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE
Total quantity for JB 400 = 30 | C.Y.

30 |
| JB 401 | TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES
At the following locations:
E/S OF MASON AVENUE S/O STOBE AVENUE
E/S OF MASON AVENUE BETWEEN JEFFERSON AVENUE AND STOBE AVENUE
INT. OF JEFFERSON AVENUE AND LACONIA AVENUE
S/S OF JEFFERSON AVENUE, W/O MASON AVENUE
INT. OF MASON AVENUE AND JEFFERSON AVENUE
S/S OF JEFFERSON AVENUE BETWEEN LACONIA AVENUE AND MASON AVENUE
AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE
Total quantity for JB 401 = 298 | C.Y.

32
142
14
14
25
21
50 |
| JB 401AT | SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF TELECOMMUNICATION UTILITY FACILITIES CONNECTED TO THE BASE PAVEMENT
At the following locations:
AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE
Total quantity for JB 401AT = 50 | C.Y.

50 |
| JB 402T.1 | EXISTING CONCRETE ENCASED NON-STEEL/IRON CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT
At the following locations:
AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE
Total quantity for JB 402T.1 = 100 | L.F.

100 |
| JB 402T.1A | EXISTING CONCRETE ENCASED NON-STEEL/IRON CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT
At the following locations:
AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE
Total quantity for JB 402T.1A = 200 | L.F.

200 |
| JB 402T.2A | EXISTING NON-CONCRETE ENCASED NON-STEEL/IRON CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT
At the following locations:
E/S OF MASON AVENUE S/O STOBE AVENUE | L.F.

285 |

VERIZON JOINT BIDDING SCOPE OF WORK
SUPPORT & PROTECTION
MIBBNC003 - CONSTRUCTION OF STORM AND SANITARY SEWERS
AND REPLACEMENT WATER MAIN IN MASON AVENUE ETC.
BOROUGH OF STATEN ISLAND

| | |
|---|-----|
| E/S OF MASON AVENUE BETWEEN JEFFERSON AVENUE AND STOBE AVENUE | 636 |
| INT. OF JEFFERSON AVENUE AND LACONIA AVENUE | 120 |
| S/S OF JEFFERSON AVENUE, W/O MASON AVENUE | 120 |
| INT. OF MASON AVENUE AND JEFFERSON AVENUE | 150 |
| S/S OF JEFFERSON AVENUE BETWEEN LACONIA AVENUE AND MASON AVENUE | 180 |
| AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 100 |

Total quantity for JB 402T.2A = 1591

JB 402T.V2A EXISTING VACANT NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT L.F.

At the following locations:

| | |
|---|-----|
| INT. OF LACONIA AVENUE AND JEFFERSON AVENUE | 20 |
| S/S OF JEFFERSON AVENUE, W/O MASON AVENUE | 20 |
| INT. OF MASON AVENUE AND JEFFERSON AVENUE | 30 |
| S/S OF JEFFERSON AVENUE BETWEEN LACONIA AVENUE AND MASON AVENUE | 30 |
| AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 100 |

Total quantity for JB 402T.V2A = 200

JB 403T.2 PLACING STEEL PROTECTION PLATES FOR UTILITIES FACILITIES S.F.

At the following locations:

| | |
|--|-----|
| AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 200 |
|--|-----|

Total quantity for JB 403T.2 = 200

JB 405.1 TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES. C.Y.

At the following locations:

| | |
|--|-----|
| AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 100 |
|--|-----|

Total quantity for JB 405.1 = 100

JB 405.2 TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES. C.Y.

At the following locations:

| | |
|--|----|
| AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 20 |
|--|----|

Total quantity for JB 405.2 = 20

VERIZON JOINT BIDDING SCOPE OF WORK
SUPPORT & PROTECTION
MIBBNC003 - CONSTRUCTION OF STORM AND SANITARY SEWERS
AND REPLACEMENT WATER MAIN IN MASON AVENUE ETC.
BOROUGH OF STATEN ISLAND

| | | |
|-----------|--|------|
| JB 500 | REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED) | L.F. |
| | At the following locations: | |
| | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 100 |
| | Total quantity for JB 500 = 100 | |
| JB 501.0 | REMOVAL OF ABANDONED MASONRY FOR ELECTRIC AND TELEPHONE FACILITIES | C.Y. |
| | At the following locations: | |
| | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 10 |
| | Total quantity for JB 501.0 = 10 | |
| JB 603T.2 | INSTALL 2-EA. 2", 4" OR 1-1/4" QUAD CONDUIT (PVC OR STEEL) IN ANY COMBINATION | L.F. |
| | At the following locations: | |
| | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 200 |
| | Total quantity for JB 603T.2 = 200 | |
| JB 603T.4 | INSTALL 6-EA. 4" OR 1-1/4" QUAD CONDUIT (PVC OR STEEL) IN ANY COMBINATION | L.F. |
| | At the following locations: | |
| | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 200 |
| | Total quantity for JB 603T.4 = 200 | |
| JB 603T.6 | INSTALL 12-EA. 4" OR 1-1/4" QUAD CONDUIT (PVC OR STEEL) IN ANY COMBINATION | L.F. |
| | At the following locations: | |
| | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 200 |
| | Total quantity for JB 603T.6 = 200 | |
| JB 636 EE | ADJUSTMENT OF UTILITY HARWARE (34" TO UNDER 41" WIDTH) | EA. |
| | At the following locations: | |
| | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 3 |
| | Total quantity for JB 636 EE = 3 | |
| JB 636 ME | MODIFICATION OF METHODS TO ACCOMMODATE UTILITY STREET HARDWARE DURING PAVEMENT EA. MILLING AND RESURFACING OPERATIONS (34" TO UNDER 41" WIDTH) | |
| | At the following locations: | |
| | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 3 |
| | Total quantity for JB 636 ME = 3 | |

VERIZON JOINT BIDDING SCOPE OF WORK
SUPPORT & PROTECTION
MIBBNC003 - CONSTRUCTION OF STORM AND SANITARY SEWERS
AND REPLACEMENT WATER MAIN IN MASON AVENUE ETC.
BOROUGH OF STATEN ISLAND

| | | |
|----------|---|------|
| JB 636 R | REPAIR TO UTILITY STRUCTURES | C.Y. |
| | At the following locations: | |
| | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 20 |
| | Total quantity for JB 636 R = | 20 |
| JB 638 N | INSTALLATION OF FIELD CONSTRUCTED UTILITY STRUCTURES | C.Y. |
| | At the following locations: | |
| | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 20 |
| | Total quantity for JB 638 N = | 20 |
| JB 700.0 | SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE / PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER | C.Y. |
| | At the following locations: | |
| | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 200 |
| | Total quantity for JB 700.0 = | 200 |
| JB 710.1 | REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON PIPE, UP TO & INCLUDING 12" DIAMETER PIPES L.F. | |
| | At the following locations: | |
| | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 200 |
| | Total quantity for JB 710.1 = | 200 |
| JB 803.2 | LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATIONS | L.F. |
| | At the following locations: | |
| | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 100 |
| | Total quantity for JB 803.2 = | 100 |
| JB 900 | EXTRA UTILITY WORK ALLOWANCE | F.S. |
| | At the following locations: | |
| | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 1 |
| | Total quantity for JB 900 = | 1 |

UTILITY CONTRACT INCLUSION ANALYSIS
BID ITEM ACCOMMODATION
MIBBNC003 - CONSTRUCTION OF STORM AND SANITARY SEWERS
AND REPLACEMENT WATER MAIN IN MASON AVENUE ETC.
BOROUGH OF STATEN ISLAND

FOR INFORMATION ONLY
ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR VERIZON

| CET
ITEM
NUMBER | DESCRIPTION | Unit of
Measure | Estimated
Quantity |
|--------------------------------|--|----------------------------|-------------------------------|
| 4.02 CA | BINDER MIXTURE | TONS. | 56 |
| 4.04H | CONCRETE BASE FOR PAVEMENT 9", VARIABLE THICKNESS, FOR TRENCH RESTORATION (HIGH EARLY STRENGTH) | C.Y. | 64 |
| 6.02 AAN | UNCLASSIFIED EXCAVATION | C.Y. | 90 |
| 6.55 | SAWCUTTING EXISTING PAVEMENT | L.F. | 934 |
| 60.11R606 | FURNISHING AND DELIVERING 6" DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56) | L.F. | 10 |
| 60.11R608 | FURNISHING AND DELIVERING 8" DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56) | L.F. | 5 |
| 60.12D06 | LAYING 6" DUCTILE IRON PIPE AND FITTINGS | L.F. | 20 |
| 60.12D08 | LAYING 8" DUCTILE IRON PIPE AND FITTINGS | L.F. | 10 |
| 60.13M0A24 | FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT FITTINGS 24 INCH DIAMETER AND SMALLER, INCLUDING WEDGE | TONS | 3 |
| 70.81CB | CLEAN BACKFILL | C.Y. | 4 |
| 8.02A | SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK | S.F. | 400 |
| 8.02B | SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK | L.F. | 200 |

UTILITY INCLUSION SCOPE OF WORK
BID ITEM ACCOMMODATION
MIBBNC003 - CONSTRUCTION OF STORM AND SANITARY SEWERS
AND REPLACEMENT WATER MAIN IN MASON AVENUE ETC.
BOROUGH OF STATEN ISLAND

4.02 CA BINDER MIXTURE TONS.

At the following locations:

W/S OF MASON AVENUE, N/O ADAMS AVENUE
W/S OF MASON AVENUE, S/O JEFFERSON AVENUE
S/S JEFFERSON AVENUE, W/O MASON AVENUE
INT. OF JEFFERSON AVENUE AND LACONIA AVENUE
MID. OF JEFFERSON AVENUE BETWEEN LACONIA AVENUE AND MASON AVENUE
INT. OF JEFFERSON AVENUE AND MASON AVENUE
S/S OF JEFFERSON AVENUE, W/O MASON AVENUE

Total quantity for 4.02 CA = 56

4.04H CONCRETE BASE FOR PAVEMENT 9", VARIABLE THICKNESS, FOR TRENCH RESTORATION (HIGH EARLY STRENGTH) C.Y.

At the following locations:

W/S OF MASON AVENUE, N/O ADAMS AVENUE
W/S OF MASON AVENUE, S/O JEFFERSON AVENUE
S/S JEFFERSON AVENUE, W/O MASON AVENUE
INT. OF JEFFERSON AVENUE AND LACONIA AVENUE
MID. OF JEFFERSON AVENUE BETWEEN LACONIA AVENUE AND MASON AVENUE
INT. OF JEFFERSON AVENUE AND MASON AVENUE
S/S OF JEFFERSON AVENUE, W/O MASON AVENUE

Total quantity for 4.04H = 64

6.02 AAN UNCLASSIFIED EXCAVATION C.Y.

At the following locations:

W/S OF MASON AVENUE, N/O ADAMS AVENUE
W/S OF MASON AVENUE, S/O JEFFERSON AVENUE
S/S JEFFERSON AVENUE, W/O MASON AVENUE
INT. OF JEFFERSON AVENUE AND LACONIA AVENUE
S/S JEFFERSON AVENUE, E/O LACONIA AVENUE
MID. OF JEFFERSON AVENUE BETWEEN LACONIA AVENUE AND MASON AVENUE
INT. OF JEFFERSON AVENUE AND MASON AVENUE
S/S OF JEFFERSON AVENUE, W/O MASON AVENUE

Total quantity for 6.02 AAN = 90

6.55 SAWCUTTING EXISTING PAVEMENT L.F.

At the following locations:

W/S OF MASON AVENUE, N/O ADAMS AVENUE
W/S OF MASON AVENUE, S/O JEFFERSON AVENUE
S/S JEFFERSON AVENUE, W/O MASON AVENUE
INT. OF JEFFERSON AVENUE AND LACONIA AVENUE
S/S JEFFERSON AVENUE, E/O LACONIA AVENUE
MID. OF JEFFERSON AVENUE BETWEEN LACONIA AVENUE AND MASON AVENUE
INT. OF JEFFERSON AVENUE AND MASON AVENUE
S/S OF JEFFERSON AVENUE, W/O MASON AVENUE

Total quantity for 6.55 = 934

UTILITY INCLUSION SCOPE OF WORK
BID ITEM ACCOMMODATION
MIBBNC003 - CONSTRUCTION OF STORM AND SANITARY SEWERS
AND REPLACEMENT WATER MAIN IN MASON AVENUE ETC.
BOROUGH OF STATEN ISLAND

60.11R606 FURNISHING AND DELIVERING 6" DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56) L.F.

At the following locations:

S/S JEFFERSON AVENUE. E/O LACONIA AVENUE
MID. OF JEFFERSON AVENUE BETWEEN LACONIA AVEUNE AND MASON AVENUE

Total quantity for 60.11R606 = 10

60.11R608 FURNISHING AND DELIVERING 8" DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56) L.F.

At the following locations:

INT. OF JEFFERSON AVENUE AND LACONIA AVENUE

Total quantity for 60.11R608 = 5

60.12D06 LAYING 6" DUCTILE IRON PIPE AND FITTINGS L.F.

At the following locations:

S/S JEFFERSON AVENUE. E/O LACONIA AVENUE
MID. OF JEFFERSON AVENUE BETWEEN LACONIA AVEUNE AND MASON AVENUE

Total quantity for 60.12D06 = 20

60.12D08 LAYING 8" DUCTILE IRON PIPE AND FITTINGS L.F.

At the following locations:

INT. OF JEFFERSON AVENUE AND LACONIA AVENUE

Total quantity for 60.12D08 = 10

60.13M0A24 FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT FITTINGS 24 INCH DIAMETER AND SMALLER, INCLUDING WEDGE TYPE RETAINER GLANDS TONS

At the following locations:

S/S JEFFERSON AVENUE. E/O LACONIA AVENUE
MID. OF JEFFERSON AVENUE BETWEEN LACONIA AVEUNE AND MASON AVENUE

Total quantity for 60.13M0A24 = 3

70.81CB CLEAN BACKFILL C.Y.

At the following locations:

INT. OF JEFFERSON AVENUE AND LACONIA AVENUE
S/S JEFFERSON AVENUE. E/O LACONIA AVENUE
MID. OF JEFFERSON AVENUE BETWEEN LACONIA AVEUNE AND MASON AVENUE

Total quantity for 70.81CB = 4

UTILITY INCLUSION SCOPE OF WORK
BID ITEM ACCOMMODATION
MIBBNC003 - CONSTRUCTION OF STORM AND SANITARY SEWERS
AND REPLACEMENT WATER MAIN IN MASON AVENUE ETC.
BOROUGH OF STATEN ISLAND

8.02A SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK S.F.

At the following locations:

AS ENCOUNTERED AND DETERMINED BY THE VERIZON REPRESENTATIVE

Total quantity for 8.02A = 400

8.02B SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK L.F.

At the following locations:

AS ENCOUNTERED AND DETERMINED BY THE VERIZON REPRESENTATIVE

Total quantity for 8.02B = 200

nationalgrid

287 Maspeth Avenue
Brooklyn, New York 11211

Support & Protection
CONTRACT NO. MIBBNC003
Mason Ave Area
Borough of Staten Island

| JB Item
Number | Description | Unit of
Measure | Estimated
Quantity |
|---------------------------|------------------------------------|----------------------------|-------------------------------|
| 900 | Extra Utility Work Costs Allowance | FS | 1 |

nationalgrid

287 Maspeth Avenue
Brooklyn, N.Y. 11211-1788

**JB Item
Number**

Extra Utility Work Costs Allowance

900

**At the following locations:
AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID
Quantity - 1**

TEST PITS

- (1) THESE TEST PITS DETAIL EXISTING CONDITIONS (AS OF BID DATE) OF UTILITIES AND OTHER SUBSURFACE FACILITIES AT LOCATIONS AS SHOWN ON THE TEST PIT LOCATIONS PLAN OF THE CONTRACT DRAWINGS.
- (2) DEPTHS OF FACILITIES ARE FROM EXISTING ROADWAY AND SIDEWALK ELEVATIONS AS SHOWN, OFFSETS ARE FROM EXISTING CURB, PROPERTY AND BUILDING LINES, AS SHOWN.
- (3) RELEVANT ITEMS ARE NOTED ON EACH TEST PIT DIAGRAM.

(NO TEXT IN THIS SECTION)



JOB NO.: MIBBNC003

TEST PIT #: 1

JOB: CONSTRUCTION OF STORM AND SANITARY SEWERS AND REPLACEMENT OF WATER MAINS IN MASON AVE., ETC.

TP DATE: 10/17/17

INSPECTOR: BNS

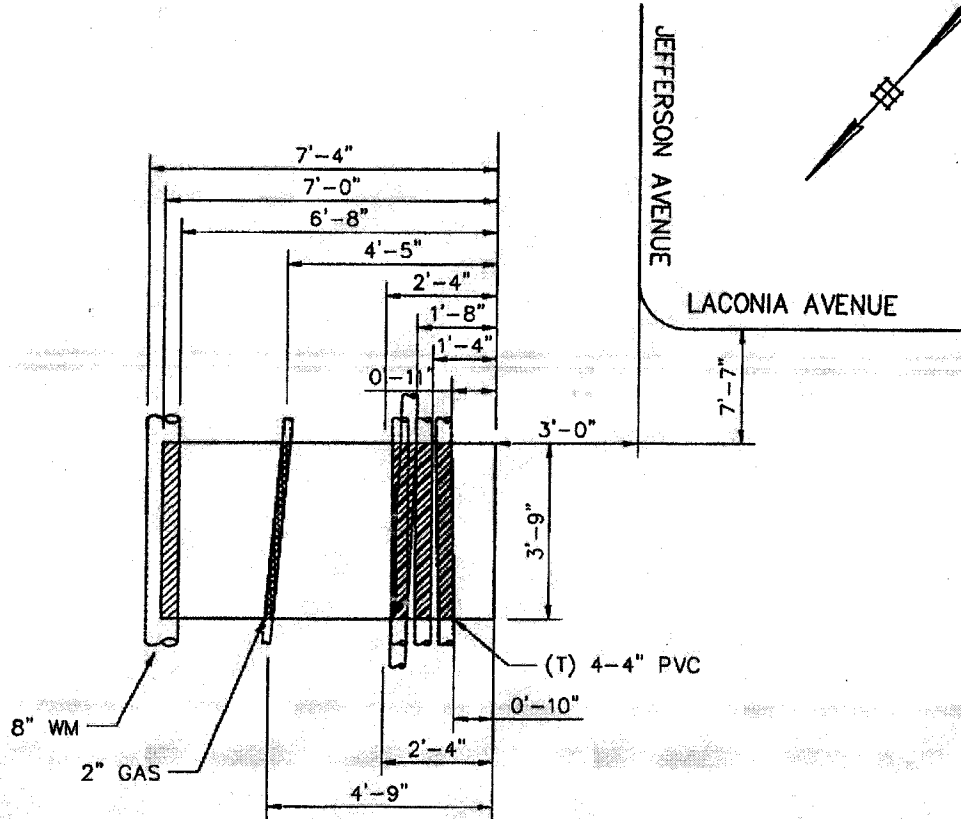
LOCATION: INTERSECTION OF JEFFERSON AVENUE AND LACONIA AVENUE

PURPOSE: LOCATE EXISTING UNDERGROUND FACILITIES

DIMENSION: 7'-0" X 3'-9" X 4'-2"

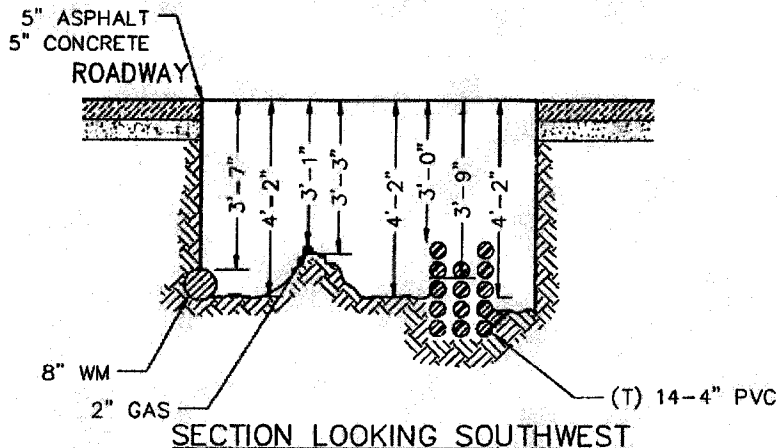
VOLUME: 4.1 CY

SHEET NO. 1 OF 6



PLAN

NOTE:
1. ALL DRAWINGS SHOWING UTILITY SUPPORT AND PROTECT WORK ARE FOR REFERENCE ONLY.



SECTION LOOKING SOUTHWEST



JOB NO.: MIBBNC003

TEST PIT #: 2

JOB: CONSTRUCTION OF STORM AND SANITARY SEWERS AND REPLACEMENT OF WATER MAINS IN MASON AVE., ETC.

TP DATE: 10/17/17

INSPECTOR: BNS

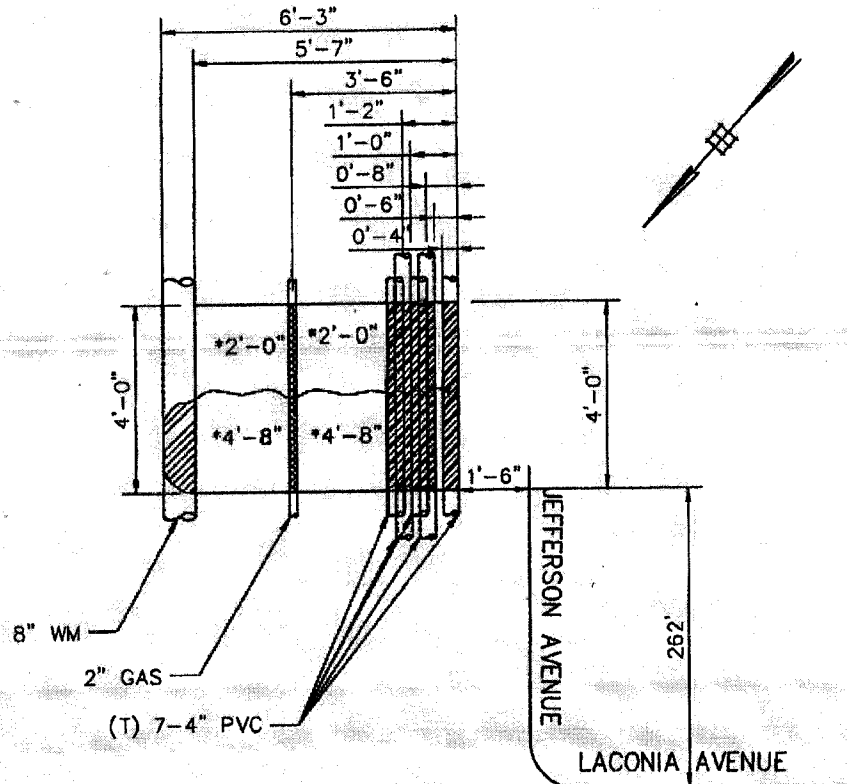
LOCATION: INTERSECTION OF JEFFERSON AVENUE AND LACONIA AVENUE

PURPOSE: LOCATE EXISTING UNDERGROUND FACILITIES

DIMENSION: 5'-7" X 4'-0" X 3'-4"

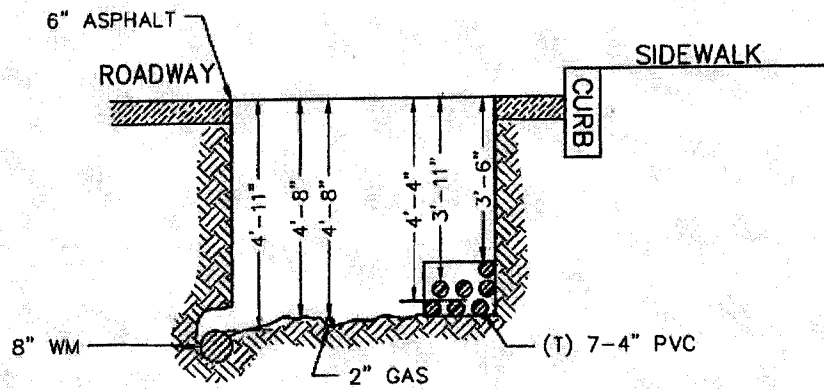
VOLUME: 2.8 CY

SHEET NO. 2 OF 6



NOTE:
1. ALL DRAWINGS SHOWING UTILITY SUPPORT AND PROTECT WORK ARE FOR REFERENCE ONLY.

PLAN



SECTION LOOKING SOUTHWEST



JOB NO.: MIBBNC003

TEST PIT #: 3

JOB: CONSTRUCTION OF STORM AND SANITARY SEWERS AND REPLACEMENT OF WATER MAINS IN MASON AVE., ETC.

TP DATE: 10/17/17

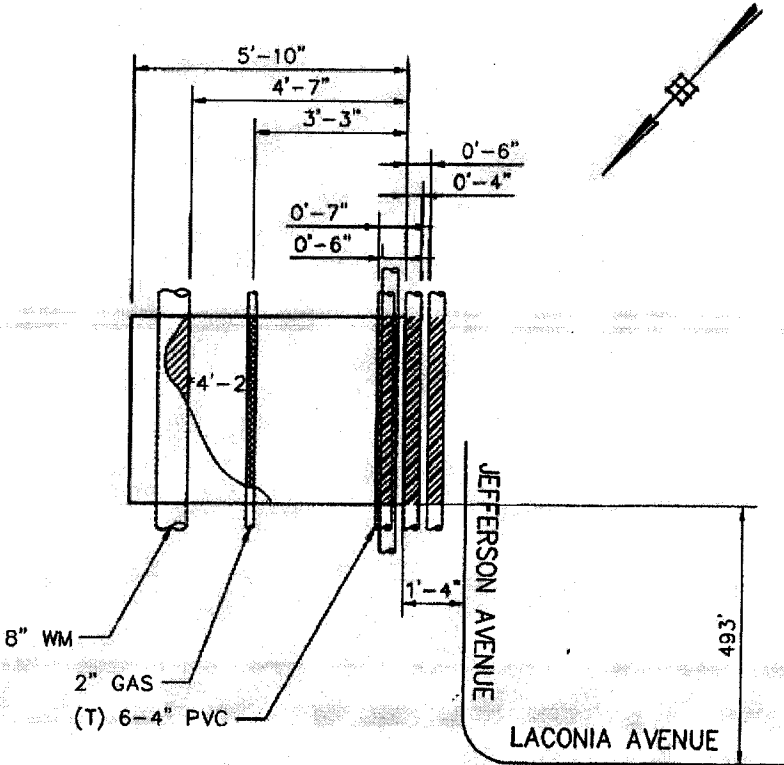
INSPECTOR: BNS

LOCATION: INTERSECTION OF LACONIA AVENUE AND JEFFERSON AVENUE

PURPOSE: LOCATE EXISTING UNDERGROUND FACILITIES

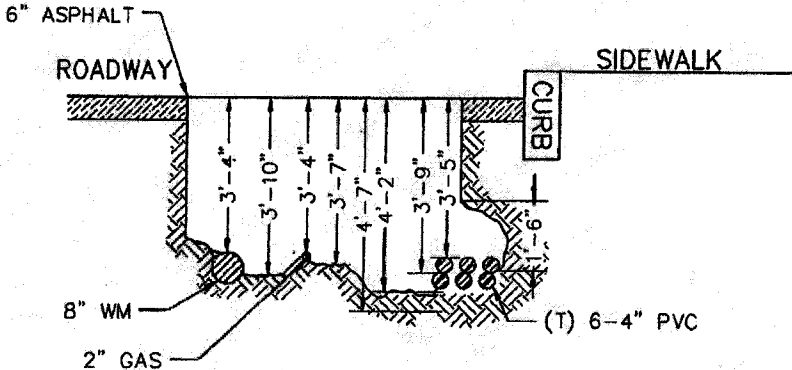
DIMENSION: 5'-10" X 4'-0" X 3'-10" VOLUME: 3.3 CY

SHEET NO. 3 OF 6



NOTE:
1. ALL DRAWINGS SHOWING UTILITY SUPPORT AND PROTECT WORK ARE FOR REFERENCE ONLY.

PLAN



SECTION LOOKING SOUTHWEST



JOB NO.: MIBBNC003

TEST PIT #: 4

JOB: CONSTRUCTION OF STORM AND SANITARY SEWERS AND REPLACEMENT OF WATER MAINS IN MASON AVE., ETC.

TP DATE: 10/17/17

INSPECTOR: BNS

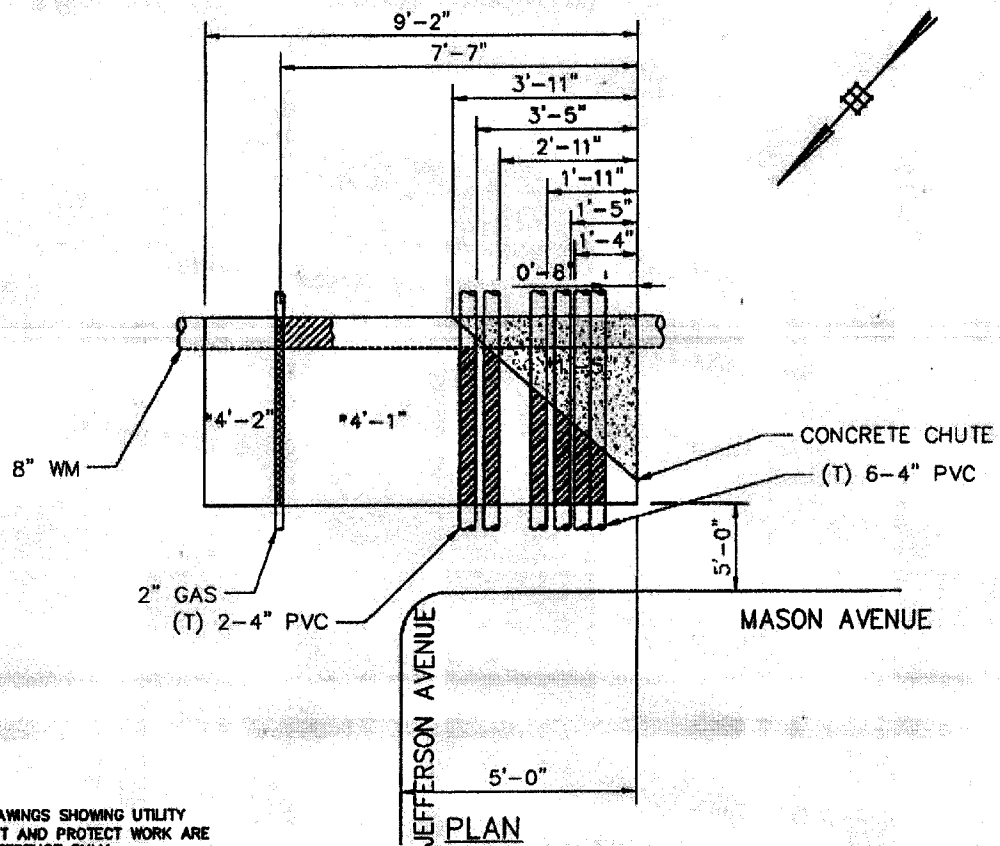
LOCATION: INTERSECTION OF MASON AVENUE AND JEFFERSON AVENUE

PURPOSE: LOCATE EXISTING UNDERGROUND FACILITIES

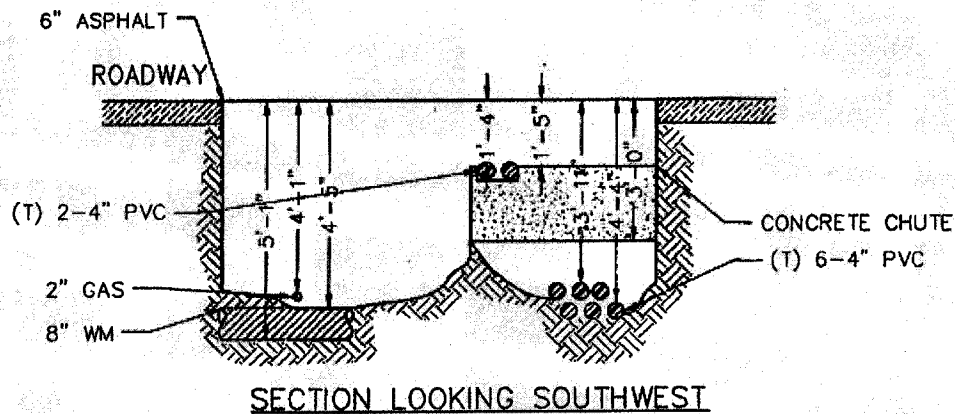
DIMENSION: 9'-2" X 4'-0" X 3'-7"

VOLUME: 4.9 CY

SHEET NO. 4 OF 6



NOTE:
1. ALL DRAWINGS SHOWING UTILITY SUPPORT AND PROTECT WORK ARE FOR REFERENCE ONLY.





JOB NO.: MIBBNC003

TEST PIT #: 5

JOB: CONSTRUCTION OF STORM AND SANITARY SEWERS AND REPLACEMENT OF WATER MAINS IN MASON AVE., ETC.

TP DATE: 10/17/17

INSPECTOR: BNS

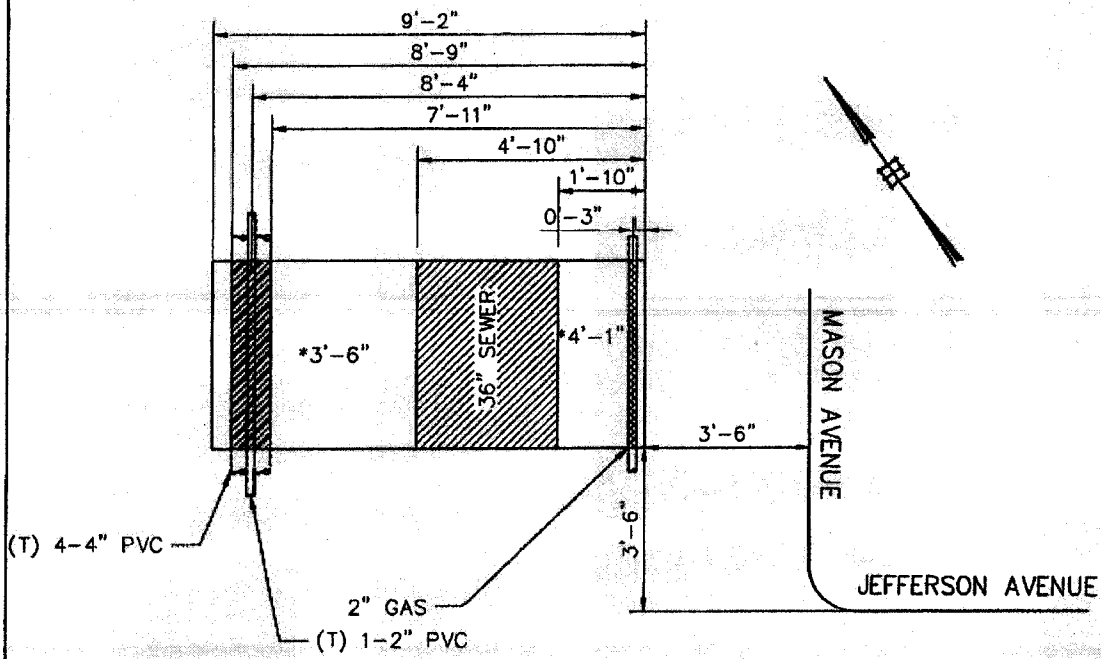
LOCATION: INTERSECTION OF MASON AVENUE AND JEFFERSON AVENUE

PURPOSE: LOCATE EXISTING UNDERGROUND FACILITIES

DIMENSION: 9'-2" X 4'-0" X 3'-4"

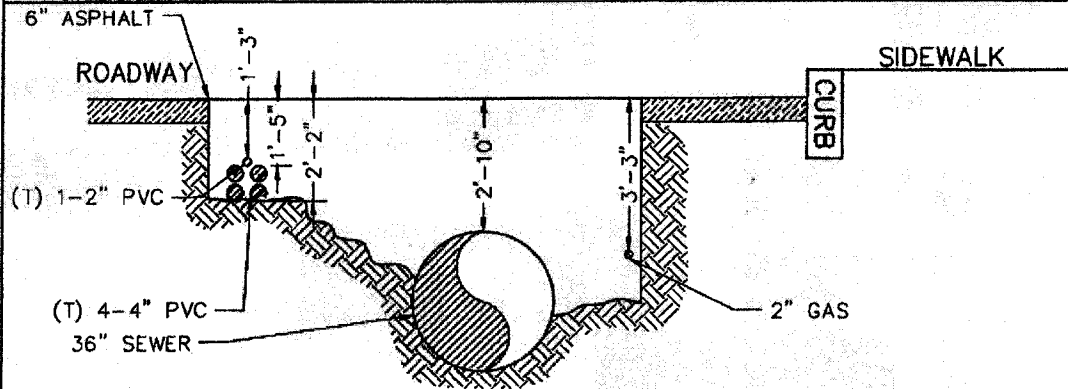
VOLUME: 4.5 CY

SHEET NO. 5 OF 6



NOTE:
1. ALL DRAWINGS SHOWING UTILITY SUPPORT AND PROTECT WORK ARE FOR REFERENCE ONLY.

PLAN



SECTION LOOKING NORTHEAST



JOB NO.: MIBBNC003

TEST PIT #: 6

JOB: CONSTRUCTION OF STORM AND SANITARY SEWERS AND REPLACEMENT OF WATER MAINS IN MASON AVE., ETC.

TP DATE: 10/17/17

INSPECTOR: BNS

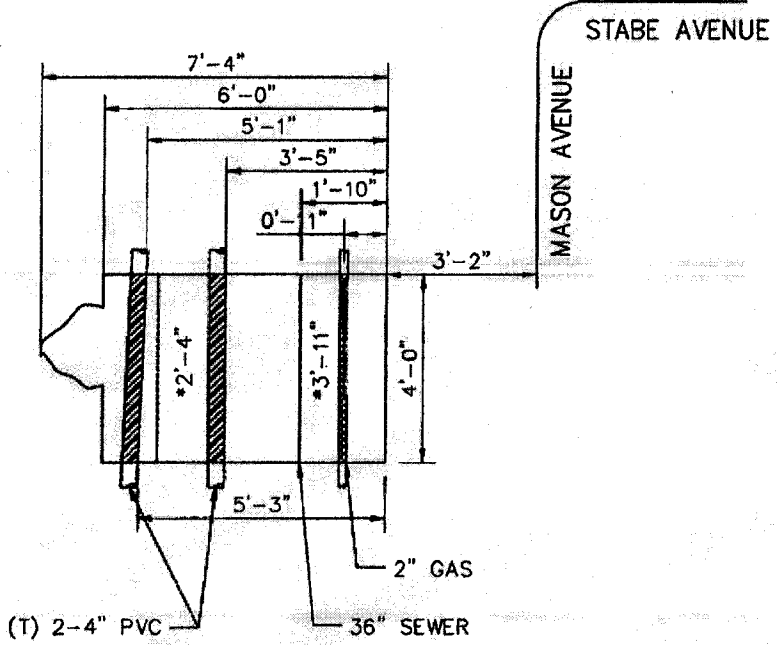
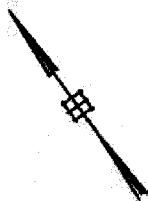
LOCATION: INTERSECTION OF MASON AVENUE AND STABE AVENUE

PURPOSE: LOCATE EXISTING UNDERGROUND FACILITIES

DIMENSION: 6'-0"X4'-0"X3'-2"

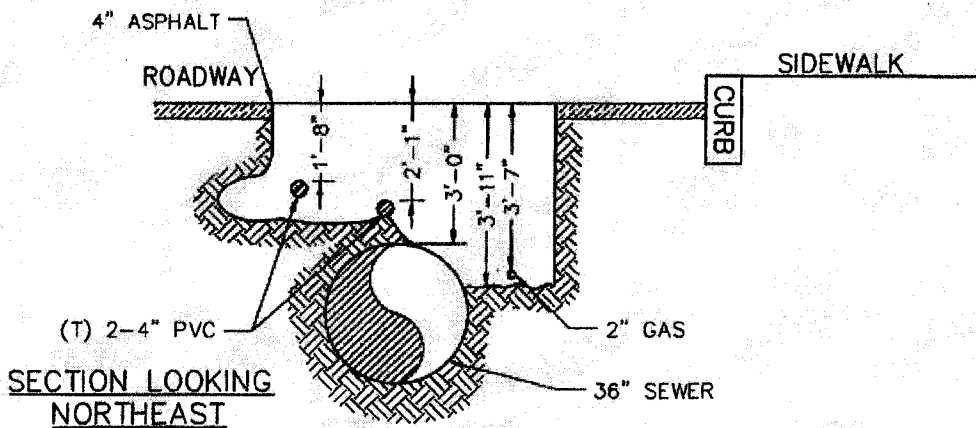
VOLUME: 2.8 CY

SHEET NO. 6 OF 6



NOTE:
1. ALL DRAWINGS SHOWING UTILITY SUPPORT AND PROTECT WORK ARE FOR REFERENCE ONLY.

PLAN



SECTION LOOKING NORTHEAST

END OF JB-PAGES

**THE JB-PAGES CONSIST OF SIXTY-ONE (61) PAGES AND
FIFTEEN (15) SHEETS OF PRIVATE UTILITY DRAWINGS ARE ATTACHED TO THE
CONTRACT PLANS**

USDA - PAGES:

**U.S. DEPARTMENT OF
AGRICULTURE NATURAL
RESOURCES CONSERVATION
SERVICE PROJECTS**

(NO TEXT ON THIS PAGE)

**U.S. DEPARTMENT OF AGRICULTURE NATURAL
CONSERVATION SERVICE ("USDA NRCS")
FUNDING ATTACHMENT**

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

THIS ATTACHMENT IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. The riders and exhibits listed below, and included in this Attachment, are made a part of this contract documents, and the Contractor shall be responsible for compliance with all the provisions contained therein:
 - UNIFORM FEDERAL CONTRACT PROVISIONS RIDER FOR FEDERALLY FUNDED PROCUREMENT CONTRACTS (11/10/2015)
 - UNITED STATES DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE ("USDA NRCS") RIDER EMERGENCY WATERSHED PROTECTION ("EWP") PROGRAM (9/6/2017)
 - USDA NRCS EXHIBIT 2 (9/6/2017)

(NO TEXT THIS PAGE)

**UNIFORM FEDERAL CONTRACT PROVISIONS RIDER
FOR FEDERALLY FUNDED PROCUREMENT CONTRACTS**
(Version 02.16.2018)

[Instructions to Agencies: This Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts ("Rider") must be attached to all federally funded procurement contracts (of any dollar amount) that are subject to 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). This Rider does not apply to subrecipient or subaward agreements. Procurement contracts funded by the U.S. Department of Housing and Urban Development CDBG Program or CDBG-DR Program must also include the CDBG or CDBG-DR Rider, as applicable.]

A. Definitions. As used in this Rider:

- (1) "Awarding Entity" means the entity awarding the Contract. The Awarding Entity may be the City or a contractor at any tier.
- (2) "City" means the City of New York.
- (3) "Commissioner" means the head of the City agency entering into this Contract.
- (4) "Construction" means the building, rehabilitation, alteration, conversion, extension, demolition, painting or repair of any improvement to real property.
- (5) "Contract" refers to the contract or the agreement between the Awarding Entity and the Contractor.
- (6) "Contractor" means the entity performing the services pursuant to a Contract.
- (7) "Federal Agency" means the U.S. agency or agencies funding this Contract in whole or in part.
- (8) "Government" means the U.S. government.
- (9) "Rider" means this Uniform Federal Contract Provisions Rider.

B. Termination and Remedies for Breach of Contract. The following provisions concerning remedies for breach of contract and termination apply to Contracts between the City and the City's Contractor.

- (1) **Remedies for Breach of Contract.** If the Contractor violates or breaches the Contract, the City may avail itself of any or all of the remedies provided for elsewhere in this Contract. If there are no remedies provided for elsewhere in this Contract, the City may avail itself of any or all of the following remedies.

After declaring the Contractor in default pursuant to the procedures in paragraph (a) of subdivision (2) of this section (B) below, the City may (i) withhold payment for unsatisfactory services, (ii) suspend or terminate the Contract in whole or in part; and/or

(iii) have the services under this Contract completed by such means and in such manner, by contract procured with or without competition, or otherwise, as the City may deem advisable in accordance with all applicable Contract provisions and law. After completion of the services under this Contract, the City shall certify the expense incurred in such completion, which shall include the cost of procuring that contract. Should the expense of such completion, as certified by the City, exceed the total sum which would have been payable under the Contract if it had been completed by the Contractor, any excess shall be promptly paid by the Contractor upon demand by the City. The excess expense of such completion, including any and all related and incidental costs, as so certified by the City may be charged against and deducted out of monies earned by the Contractor.

(2) **Termination.** The City shall have the right to terminate the Contract in whole or in part for cause, for convenience, due to force majeure, or due to reductions in federal funding. If the Contract does not include termination provisions elsewhere, the following termination provisions apply:

a. **Termination for Cause.** The City shall have the right to terminate the Contract, in whole or in part, for cause upon a determination that the Contractor is in default of the Contract. Unless a shorter time is determined by the City to be necessary, the City shall effect termination according to the following procedure:

- i. *Notice to Cure.* The City shall give written notice of the conditions of default signed by the Commissioner, setting forth the ground or grounds upon which such default is declared ("Notice to Cure"). The Contractor shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default. The Commissioner may temporarily suspend services under the Contract pending the outcome of the default proceedings pursuant to this section.
- ii. *Opportunity to be Heard.* If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Commissioner may declare the Contractor in default. Before the Commissioner may exercise his or her right to declare the Contractor in default, the Contractor must be given an opportunity to be heard upon not less than five (5) business days' notice. The Commissioner may, in his or her discretion, provide for such opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.

iii. *Notice of Termination.* After an opportunity to be heard, the Commissioner may terminate the Contract, in whole

or in part, upon finding the Contractor in default. The Commissioner shall give the Contractor written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of termination. If no date is specified in the Notice of Termination, the termination shall be effective either 10 calendar days from the date the notice is personally delivered or 15 calendar days from the date Notice of Termination is sent by another method. The Notice of Termination shall be personally delivered, sent by certified mail return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope.

iv. *Grounds for Default.* The City shall have the right to declare the Contractor in default:

1. Upon a breach by the Contractor of a material term or condition of this Contract, including unsatisfactory performance of the services;

2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;

3. If the Contractor refuses or fails to proceed with the services under the Contract when and as directed by the Commissioner;

4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Contract under any state or federal law of any of the following:

a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;

b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;

c. a criminal violation of any state or federal antitrust law;

d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18

U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or

f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City vendor.

5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

v. *Basis of Settlement.* The City shall not incur or pay any further obligation pursuant to this Contract beyond the termination date set by the City in its Notice of Termination. The City shall pay for satisfactory services provided in accordance with this Contract prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Contract prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Contract. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

b. **Termination for Convenience.** The City shall have the right to terminate the Contract for convenience, by providing written notice ("Notice of Termination") according to the following procedure. The Notice of Termination shall specify the applicable provision(s) under which the Contract is terminated and the effective date of termination, which shall be not less than 10 calendar days from the date the notice is personally delivered or 15 days from the date the Notice of Termination is sent by another method. The Notice of Termination shall be personally

delivered, sent by certified mail return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope. The basis of settlement shall be as provided for in subparagraph (iv) of paragraph (a) of subdivision (2) of this section (B), above.

c. Termination due to Force Majeure

- i. For purposes of this Contract, a force majeure event is an act or event beyond the control and without any fault or negligence of the Contractor ("Force Majeure Event"). Force Majeure Events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor.
- ii. In the event the Contractor cannot comply with the terms of the Contract (including any failure by the Contractor to make progress in the performance of the services) because of a Force Majeure Event, then the Contractor may ask the Commissioner to excuse the nonperformance and/or terminate the Contract. If the Commissioner, in his or her reasonable discretion, determines that the Contractor cannot comply with the terms of the Contract because of a Force Majeure Event, then the Commissioner shall excuse the nonperformance and may terminate the Contract. Such a termination shall be deemed to be without cause.
- iii. If the City terminates the Contract due to a Force Majeure Event, the basis of settlement shall be as provided for in subparagraph (iv) of paragraph (a) of subdivision (2) of this section (B), above.

d. Termination due to Reductions in Federal Funding

- i. This Contract is funded in whole or in part by funds secured from the Federal government. Should the Federal government reduce or discontinue such funds, the City shall have, in its sole discretion, the right to terminate this Contract in whole or in part, or to reduce the funding and/or level of services of this Contract caused by such action by the Federal government, including, in the case of the reduction option, but not limited to, the reduction or elimination of programs, services or service components; the reduction or elimination of contract-reimbursable staff or staff-hours, and corresponding reductions in the budget of this Contract and in the total amount payable under this Contract. Any reduction in funds pursuant to this

paragraph shall be accompanied by an appropriate reduction in the services performed under this Contract.

- ii. In the case of the reduction option referred to in subparagraph (i), above, any such reduction shall be effective as of the date set forth in a written notice thereof to the Contractor, which shall be not less than 30 calendar days from the date of such notice. Prior to sending such notice of reduction, the City shall advise the Contractor that such option is being exercised and afford the Contractor an opportunity to make within seven calendar days any suggestion(s) it may have as to which program(s), service(s), service component(s), staff or staff-hours might be reduced or eliminated, provided, however, that the City shall not be bound to utilize any of the Contractor's suggestions and that the City shall have sole discretion as to how to effectuate the reductions.
- iii. If the City reduces funding pursuant to this paragraph (c), the basis of settlement shall be as provided for in subparagraph (iv) of paragraph (a) of subdivision (2) of this section (B), above.

C. Standard Provisions. The Contractor shall comply with, include in its subcontracts, and cause its subcontractors to comply with the following provisions, as applicable:

- (1) *Reporting.* Contractor shall be required to produce and deliver such reports relating to the services performed under the Contract as may be required by the Awarding Entity, City or any other State or Federal governmental agency with jurisdiction.
- (2) *Non-Discrimination.* Contractor shall not violate any Federal, State, or City law prohibiting discrimination concerning employment, the provision of services, and, if applicable, housing, funded by this Contract.
- (3) *Environmental Protection.* If the Contract is in excess of \$150,000, the Contractor shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. § 7401-7671q), Federal Water Pollution control Act (33 U.S.C. §§ 1251-1387) Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (provisions of 40 CFR Part 50 and 2 CFR Part 1532 related to the Clean Air Act and Clean Water Act). Violations must be reported to the Federal Agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor shall include this provision in all subcontracts.
- (4) *Energy Efficiency.* The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the New York State energy conservation plan issued in compliance with the Energy Policy Conservation Act (Pub. L. 94-163).
- (5) *Debarment.* The Contractor certifies that neither it nor its principals is currently in a state of debarment, suspension, or other ineligible status as a result of prior performance, failure, fraud, or violation of City laws. The Contractor further certifies that neither it nor

its principals is debarred, suspended, otherwise excluded from or ineligible for participation in Federal assistance programs. The City reserves the right to terminate this Contract if knowledge of debarment, suspension or other ineligibility has been withheld by the Contractor.

- (6) *Lobbying.* The Contractor certifies, to the best of its knowledge and belief, that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," (which is available on the HUD website or here: <https://www.hudexchange.info/resources/documents/HUD-Form-Sfilll.pdf>) in accordance with its instructions; and
 - (c) It will require that the language of this Section (C)(6) be included in the award documents for all subcontracts at all tiers.
 - (d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (7) *Solid Waste Disposal Act.* Pursuant to 2 CFR § 200.322, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (8) *Documentation of Costs.* All costs shall be supported by properly executed payrolls, time records, invoices, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts,

vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and regularly accessible. -

- (9) *Records Retention.* The Contractor shall retain all books, documents, papers, and records relating to the services performed under the Contract for three years after final payment under the Contract is made and all other pending matters are closed.
- (10) *Records Access.* The Contractor shall grant access to the City, State or any other pass-through entity, the Federal Agency, Inspectors General, and/or the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and/or records of the Contractor that are pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
- (11) *Small Firms, M/WBE Firms, and Labor Surplus Area Firms.* Contractor shall take the following affirmative steps in the letting of subcontracts, if subcontracts are to be let, in order to ensure that minority firms, women's business enterprises, and labor surplus area firms are used when possible:
- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- (12) *Intangible Property.*
- a. Pursuant to 2 CFR § 200.315(d), the Government reserves a royalty-free, non-exclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use, and to authorize others to use, for Government purposes: (a) the copyright in any work developed under the Contract or subcontract; and (b) any rights of copyright to which a Contractor purchases ownership with grant support.

- b. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to the Contract (“Copyrightable Materials”), and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to the contract, shall upon their creation become the exclusive property of the City. The Copyrightable Materials shall be considered “work-made-for-hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as “work-made-for-hire,” the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Contract without the prior written permission of the City. The City may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the City and set forth in the license.
- c. The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.
- d. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Contract, copies of which shall be provided to the City upon execution of this Contract.
- e. The Contractor shall promptly and fully report to the City any discovery or invention arising out of or developed in the course of performance of this Contract and the Contractor shall promptly and fully report to the Government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery,

including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

- f. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use such work for City governmental purposes.

D. Special Provisions for Construction Contracts. If this Contract involves Construction work, design for Construction, or Construction services, all such work or services performed by the Contractor and its subcontractors shall be subject to the following requirements in addition to those set forth above in paragraphs (A), (B), and (C):

(1) *Federal Labor Standards.* The Contractor will comply with the following:

- a. The Davis-Bacon Act (40 U.S.C. §§ 3141-3148): If required by the federal program legislation, in Construction contracts involving an excess of \$2000, and subject to any other federal program limitations, all laborers and mechanics must be paid at a rate not less than those determined by the Secretary of Labor to be prevailing for the City, which rates are to be provided by the City. These wage rates are a federally mandated minimum only, and will be superseded by any State or City requirement mandating higher wage rates. The Contractor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7 which enforce statutory labor standards provisions.
- b. If required by the federal program legislation and subject to any other federal program limitations, Sections 103 and 107 of the Contract Work Hours and Safe Standards Act (40 U.S.C. §§ 3701-3708), which provides that no laborer or mechanic shall be required or permitted to work more than eight hours in a calendar day or in excess of forty hours in any workweek, unless such laborer or mechanic is paid at an overtime rate of 1½ times his/her basic rate of pay for all hours worked in excess of these limits, under any Construction contract costing in excess of \$2000. In the event of a violation of this provision, the Contractor shall not only be liable to any affected employee for his/her unpaid wages, but shall be additionally liable to the United States for liquidated damages.
- c. The Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by the regulations contained in 29 CFR Part 3, requiring that all laborers and mechanics shall be paid unconditionally and not less often than once a week, and prohibiting all but "permissible" salary deductions.

- d. If this Contract involves Construction work, design for Construction, or Construction services, a more complete detailed statement of Federal Labor Standards annexed hereto as FEDERAL EXHIBIT 2.

(2) *Equal Employment Opportunity*. Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60) for Construction contracts or subcontracts in excess of \$10,000. The Contractor shall include the notice found at FEDERAL EXHIBIT I in all Construction subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction .

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000.

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this Contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area

(including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction Contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each Construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to

community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above,

describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

- (3) **Equal Opportunity Clause** (for contracts for Construction Work) required by 41 CFR § 60-1.4(b).

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering

agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. Rights to Inventions. [Special Provisions For Contracts Involving Experimental, Developmental, or Research Work.]

(1) If this Contract involves the performance of experimental, developmental, or research work by the Contractor or its subcontractors, and the entity performing such work is a Nonprofit Organization or Small Business Firm as defined below, the following provisions apply in addition to those set forth above in paragraphs (A), (B), and (C), unless the Contract specifically states that this provision is superseded:

a. Definitions. The following definitions apply to this section (D).

- i. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. § 2321 *et seq.*).
- ii. "Subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this Contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of Contract performance.
- iii. "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- iv. "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- v. "Small Business Firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business

concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

- vi. "Nonprofit Organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.
- b. *Allocation of Principal Rights.* The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.
- c. *Invention Disclosure, Election of Title and Filing of Patent Application by Contractor.*
 - i. The Contractor will disclose each subject invention to the City and the Federal Agency within two months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. Such disclosure shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after such disclosure, the Contractor will promptly notify the City and the Federal Agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.
 - ii. The Contractor will elect in writing whether or not to retain title to any such invention by notifying the City and the Federal Agency within two years of disclosure to the City and the Federal Agency. However, in any case

where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the Federal Agency to a date that is no more than 60 days prior to the end of the statutory period.

- iii. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- iv. Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may be granted at the discretion of the Federal Agency.

d. Conditions When the Government May Obtain Title

The Contractor will convey to the Federal Agency, upon written request, title to any subject invention --

- i. If the Contractor fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the Federal Agency may only request title within 60 calendar days after learning of the failure of the Contractor to disclose or elect within the specified times.
- ii. In those countries in which the Contractor fails to file patent applications within the times specified in (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the Federal Agency, the Contractor shall continue to retain title in that country.
- iii. In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

e. Minimum Rights to Contractor and Protection of the Contractor Right to File

- i. The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in (c), above. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the Contract was awarded. The license is transferable only with the approval of the Federal Agency except when transferred to the successor of that party of the Contractor's business to which the invention pertains.
- ii. The Contractor's domestic license may be revoked or modified by the funding Federal Agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal Agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- iii. Before revocation or modification of the license, the funding Federal Agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty calendar days (or such other time as may be authorized by the funding Federal Agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and Federal Agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

f. Contractor Action to Protect the Government's Interest

- i. The Contractor agrees to execute or to have executed and promptly deliver to the Federal Agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal Agency when requested under paragraph (d) above and to enable the Government to obtain patent protection throughout the world in that subject invention.
- ii. The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
- iii. The Contractor will notify the Federal Agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty calendar days before the expiration of the response period required by the relevant patent office.
- iv. The Contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal Agency). The government has certain rights in the invention."

g. Subcontracts

- i. The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor

will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

- ii. The Contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by 2 CFR § 200.315(c) and Appendix II to 2 CFR Part 200.
- h. *Reporting on Utilization of Subject Inventions.* The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the Federal Agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the Federal Agency in connection with any march-in proceeding undertaken by the Federal Agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. § 202(c)(5), the Federal Agency agrees it will not disclose such information to persons outside the Government without permission of the Contractor.
- i. *Preference for United States Industry.* Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal Agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.
- j. *March-in Rights.* The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal Agency has the right in accordance with the procedures in 37 CFR § 401.6 and any supplemental regulations of the Federal Agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request the Federal Agency has the right

to grant such a license itself if the Federal Agency determines that:

- i. Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
 - ii. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee or their licensees;
 - iii. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee or licensees; or
 - iv. Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.
- k. *Special Provisions for Contracts with Nonprofit Organizations.*
If the Contractor is a nonprofit organization, it agrees that:
- i. Rights to a subject invention in the United States may not be assigned without the approval of the Federal Agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Contractor;
 - ii. The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the Federal Agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. § 202(e) and 37 CFR § 401.10;
 - iii. The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
 - iv. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are Small Business Firms and that it will give a

preference to a Small Business Firm when licensing a subject invention if the Contractor determines that the Small Business Firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not Small Business Firms; provided, that the Contractor is also satisfied that the Small Business Firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor. However, the Contractor agrees that the Secretary may review the Contractor's licensing program and decisions regarding Small Business Firm applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the Contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(iv).

1. *Communication.* The central point of contact at the Federal Agency for communications on matters relating to this clause may be obtained from the City upon request.

FEDERAL EXHIBIT 1

NOTICE TO BIDDERS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, as amended) FOR ALL CONSTRUCTION CONTRACTS AND SUB-CONTRACTS IN EXCESS OF \$10,000.

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all Construction Work in the covered area, are as follows:

Goals and Timetables for Minorities

| <u>Trade</u> | <u>Goal</u>
<u>(percent)</u> |
|---------------------------------|---------------------------------|
| Electricians | 9.0 to 10.2 |
| Carpenters | 27.6 to 32.0 |
| Steamfitters | 12.2 to 13.5 |
| Metal Lathers | 24.6 to 25.6 |
| Painters | 28.6 to 26.0 |
| Operating Engineers | 25.6 to 26.0 |
| Plumbers | 12.0 to 14.5 |
| Iron Workers (structural) | 25.9 to 32.0 |
| Elevator Constructors | 5.5 to 6.5 |
| Bricklayers | 13.4 to 15.5 |
| Asbestos Workers | 22.8 to 28.0 |
| Roofers | 6.3 to 7.5 |
| Iron Workers (ornamental) | 22.4 to 23.0 |
| Cement Masons | 23.0 to 27.0 |
| Glazers | 16.0 to 20.0 |
| Plasterers | 15.8 to 18.0 |
| Teamsters | 22.0 to 22.5 |
| Boilermakers | 13.0 to 15.5 |
| All Other | 16.4 to 17.5 |

Goals and Timetables for Women

From April 1, 1980 until the present 6.9

These goals are applicable to all the Contractor's Construction Work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs Construction Work in a geographical area located outside of the covered area, it shall apply the goals established for such

geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved Construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall made a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any Construction subcontract in excess of \$10,000 at any tier for Construction Work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Contract, the "covered area" is the City of New York.

FEDERAL EXHIBIT 2
[Insert Exhibit 2 for applicable federal grant program]

(NO TEXT THIS PAGE)

EXHIBIT 2

Federal Labor Standards Provisions (Non-Davis Bacon)
U.S. Department of Agriculture Natural Resources Conservation Service ("USDA NRCS")
Emergency Watershed Protection ("EWP") Program
(9/6/2017)

Applicability: The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. Compliance with the Copeland "Anti-Kickback" Act.

1. **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
2. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause in paragraph 1 above and such other clauses as the USDA NRCS may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

B. Compliance with the Contract Work Hours and Safety Standards Act. The provisions of this Section B are applicable where the amount of the prime contract exceeds \$100,000.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this Section B the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1)

of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. **Withholding for unpaid wages and liquidated damages.** The City of New York shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this Section B and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section B.
- C. **Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.
1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
 2. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Parts 1910 and 1926, NRCS Supplement to OSHA Parts 1910 and 1926 (attached hereto), and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.
 3. The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as USDA NRCS or the Secretary of Labor shall direct as a means of enforcing such provisions.

**NATURAL RESOURCES CONSERVATION SERVICE
SUPPLEMENT TO OSHA PARTS 1910 AND 1926
CONSTRUCTION INDUSTRY STANDARDS AND INTERPRETATIONS**

The Contractor shall comply with OSHA (Occupational Safety and Health Administration) Parts 1910 and 1926, Construction Industry Standards and Interpretations, and with this supplement.

Requests for variances or waiver from this supplement are to be made to the Contracting Officer in writing supported by evidence that every reasonable effort has been made to comply with the contractual requirements. A written request for a waiver or a variance shall include --

- (1) Specific reference to the provision or standard in question;
- (2) An explanation as to why the waiver is considered justified; and
- (3) The Contractor's proposed alternative, including technical drawings, materials, or equipment specifications needed to enable the Contracting Officer to render a decision.

No waiver or variance will be approved if it endangers any person. The Contractor shall not proceed under any requested revision of provision until the Contracting Officer has given written approval. The Contractor is to hold and save harmless the Natural Resources Conservation Service free from any claims or causes of action whatsoever resulting from the Contractor or subcontractors proceeding under a waiver or approved variance.

Copies of OSHA Parts 1910 and 1926, Construction Industry Standards and Interpretations, may be obtained from:

Superintendent of Documents
U.S. Government Printing Office
Washington, D.C. 20402

1.0 GENERAL CONTRACTOR REQUIREMENTS:

1.1 SAFETY PROGRAM. Each Contractor is to demonstrate that he or she has facilities for conducting a safety program commensurate with the work under contract. The Contractor is to submit in writing a proposed comprehensive safety program to the Contracting Officer for approval before the start of construction operations. The program is to specifically state what provisions the Contractor proposes to take for the health and safety of all employees, including subcontractors and rental equipment operators. The program shall be site specific and provide details relevant to the work to be done, the hazards associated with the work, and the actions that will be necessary to minimize the identified hazards.

1.2 PRECONSTRUCTION SAFETY MEETING. Representatives for the Contractor are to meet with the Contracting Officer (CO) or the CO's representative before the start of construction to discuss the safety program and the implementation of all health and safety standards pertinent to the work under this contract.

1.3 JOINT SAFETY POLICY COMMITTEE. The Contractor or designated on-site representative is to participate in monthly meetings of a joint Safety Policy Committee, composed of the Natural Resources Conservation Service (Contracting Local Organization in locally awarded contracts) and Contractor supervisory personnel. At these meetings, the Contractor's project manager and the Contracting Officer will review the effectiveness of the Contractor's safety effort, resolve current health and safety problems, and coordinate safety activities for upcoming work.

1.4 SAFETY PERSONNEL. Each Contractor is to designate a competent supervisory employee satisfactory to the Contracting Officer to administer the safety program.

1.5 SAFETY MEETINGS. A minimum of one "on-the-job" or "toolbox" safety meeting is to be conducted each week by all field supervisors or foremen and attended by mechanics and all construction personnel at the jobsite. The Contractor is to also conduct regularly scheduled supervisory safety meetings at least monthly for all levels of job supervision.

1.6 SAFETY INSPECTION. The Contractor shall perform frequent and regular safety inspections of the jobsite, materials, and equipment, and shall correct deficiencies.

1.7 FIRST AID TRAINING. Every Contractor foreman's work crew must include an employee who has a current first aid certificate from the Mine Safety and Health Administration, American Red Cross, or other state-approved organization.

1.8 REPORTS. Each Contractor is to maintain an accurate record of all job-related deaths, diseases, or disabling injuries. The records shall be maintained in a manner approved by the Contracting Officer. A copy of all reports is to be provided to the Contracting Officer. All fatal or serious injuries are to be reported immediately to the Contracting Officer, and every assistance is to be given in the investigation of the incident, including submission of a comprehensive narrative report to the Contracting Officer. Other occurrences with serious accident potential, such as equipment failures, slides, and cave-ins, must also be reported immediately. The Contractor is to assist and cooperate fully with the Contracting Officer in conducting accident investigations. The Contracting Officer is to be furnished all information and data pertinent to investigation of an accident.

1.9 CERTIFICATION OF INSURANCE. Contractors are to provide the Contracting Officer or his or her authorized representative with certificates of insurance before the start of operations indicating full compliance with State Worker's Compensation statutes, as well as other certificates of insurance required under the contract.

2.0 FIRST AID AND MEDICAL FACILITIES:

2.1 FIRST AID KITS. A 16-unit first aid kit approved by the American Red Cross is to be provided at accessible, well-identified, locations at the ratio of at least 1 kit for each 25 employees. The first aid kits are to be moisture proof and dust tight, and the contents of the kits are to be replenished as used or as they become ineffective or outdated.

2.2 EMERGENCY FIRST AID. At least one employee certified to administer emergency first aid must be available on each shift and duly designated by the Contractor to care for injured employees. The names of the certified employees shall be posted at the jobsite.

2.3 COMMUNICATION AND TRANSPORTATION. Prior to the start of work, the Contractor is to make necessary arrangements for prompt and dependable communications, transportation, and medical care for injured employees. At least one stretcher and two blankets shall be readily available for transporting injured employees.

2.4 FIRST AID AND MEDICAL REPORTS. The Contractor is to maintain a record system for first aid and medical treatment on the jobsite. Such records are to be readily available to the Contracting Officer and are to include—

- (a) A daily treatment log listing chronologically all persons treated for occupational injuries and illnesses;
- (b) Cumulative record of injury for each individual;
- (c) Monthly statistical records of occupational injuries, classified by type and nature of injury; and
- (d) Required records for worker's compensation.

2.5 SIGNS AND DIRECTIONAL MARKINGS. Adequate identification and directional markers are to be provided to readily denote the location of all first aid stations.

2.6 EMERGENCY LISTING. A listing of telephone numbers and addresses of doctor, rescue squad, hospital, police, and fire departments is to be provided at all first aid locations.

3.0 PHYSICAL QUALIFICATIONS OF EMPLOYEES:

3.1 GENERAL REQUIREMENTS. Persons employed throughout the contract are to be physically qualified to perform their assigned duties. Employees must not knowingly be permitted or required to work while their ability or alertness is impaired by fatigue, illness, or any other reason that may jeopardize themselves or others.

3.2 HOIST OPERATORS. Operators of cranes, cableways, and other hoisting equipment shall be examined annually by a physician and provided with a certification stating that they are physically qualified to safely operate hoisting equipment. The Contractor is to submit a copy of each certification to the Contracting Officer.

3.3 HEAVY EQUIPMENT OPERATORS. It is recommended that operators of trucks and heavy construction equipment be given physical examinations to determine if they are physically qualified to perform their assigned work without endangering themselves or others.

3.4 MOTOR VEHICLE OPERATORS. Operators of motor vehicles engaged primarily in the transportation of personnel are to be 18 years of age or older and have a valid state operator's permit or license for the equipment being operated. The operators must have passed a physical examination administered by a licensed physician within the past year showing that they are physically qualified to operate vehicles safely.

4.0 PERSONAL PROTECTIVE EQUIPMENT:

4.1 HARDHAT AREAS. The entire jobsite, with the exception of offices, shall be considered a hardhat area. All persons entering the area are, without exception, required to wear hardhats. The Contractor shall provide hardhats for visitors entering hardhat areas.

4.1.1 LABELS. Hardhats shall bear a manufacturer's label indicating design compliance with the appropriate ANSI (American National Standards Institute) standard.

4.2 POSTING. Signs at least 3 by 4 feet worded as follows with red letters (minimum 6 inches high) and white background shall be erected at access points to designated hardhat areas:

CONSTRUCTION AREA - HARDHATS REQUIRED BEYOND THIS POINT

These signs are to be furnished and installed by the Contractor at entries to shops, construction yards, and job access points.

4.3 SAFETY GOGGLES (DRILLERS)

4.3.1 DRILLERS AND HELPERS. Drillers and helpers operating pneumatic rock drills must wear protective safety goggles.

5.0 MACHINERY AND MECHANIZED EQUIPMENT:

5.1 SAFE CONDITION. Before any machinery or mechanized equipment is initially used on the job, it must be inspected and tested by qualified personnel and determined to be in safe operating condition and appropriate for the intended use. Operators shall inspect their equipment prior to the beginning of each shift. Any deficiencies or defects shall be corrected prior to using the equipment. Safety equipment, such as seatbelts, installed on machinery is to be used by equipment operators.

5.2 TAGGING AND LOCKING. The controls of power-driven equipment under repair are to be locked. An effective lockout and tagging procedure is to be established, prescribing specific responsibilities and safety procedures to be followed by the person or persons performing repair work. Mixer barrels are to be securely locked out before permitting employees to enter them for cleaning or repair.

5.3 HAUL ROADS FOR EQUIPMENT

5.3.1 ROAD MAINTENANCE. The Contractor shall maintain all roadways, including haul roads and access roads, in a safe condition so as to eliminate or control dust and ice hazards. Wherever dust is a hazard, adequate dust-laying equipment shall be available at the jobsite and utilized to control the dust.

5.3.2 SINGLE-LANE HAUL ROADS. Single-lane haul roads with two-way traffic shall have adequate turnouts. Where turnouts are not practical, a traffic control system shall be provided to prevent accidents.

5.3.3 TWO-WAY HAUL ROADS. On two-way haul roads, arrangements are to be such that vehicles travel on the right side wherever possible. Signs and traffic control devices are to be employed to indicate clearly any variations from a right-hand traffic pattern. The road shall be wide enough to permit safe passage of opposing traffic, considering the type of hauling equipment used.

5.3.4 DESIGN AND CONSTRUCTION OF HAUL ROADS. Haul road design criteria and drawings, if requested by the Contracting Officer, are to be submitted for approval prior to road construction. Sustained grades shall not exceed 12 percent and all curves shall have open-sight line with as great a radius as practical. All roads shall be posted with curve signs and maximum speed limits that will permit the equipment to be stopped within one-half the minimum sight distance.

5.3.5 OPERATORS. Machinery and mechanized equipment shall be operated only by authorized qualified persons.

5.3.6 RIDING ON EQUIPMENT. Riding on equipment by unauthorized personnel is prohibited. Seating and safety belts shall be provided for the operator and all passengers.

5.3.7 GETTING ON OR OFF EQUIPMENT. Getting on or off equipment while the equipment is in motion is prohibited.

5.3.8 HOURS OF OPERATION. Except in emergencies, an equipment operator shall not operate any mobile or hoisting equipment for more than 12 hours without an 8-hour rest interval away from the job.

5.4 POWER CRANES AND HOISTS (TRUCK CRANES, CRAWLER CRANES, TOWER CRANES, GANTRY CRANES, HAMMERHEAD CRANES, DERRICKS, CABLEWAYS, AND HOISTS)

5.4.1 PERFORMANCE TEST. Before initial onsite operation, at 12-month intervals, and after major repairs or modification, power cranes, derricks, cableways, and hoists must satisfactorily complete a performance test to demonstrate the equipment's ability to safely handle and maneuver the rated loads. The tests shall be conducted in the presence of a representative of the Contracting Officer. Test data shall be recorded and a copy furnished the Contracting Officer.

5.4.2 PERFORMANCE TEST—POWER CRANES (Crawler mounted, truck mounted and wheel mounted). The performance test is to be carried out as per ANSI requirements. The test is to consist of raising, lowering, and braking the load and rotating the test load through 360° degrees at the specified boom angle or radius. Cranes equipped with jibs or boom-tip extensions are to be tested using both the main boom and the jib, with an appropriate test load in each case.

5.4.3 PERFORMANCE TEST—DERRICKS, GANTRY CRANES, TOWER CRANES, CABLEWAYS, AND HOISTS, INCLUDING OVERHEAD CRANES. This equipment is to be performance tested as per ANSI requirements.

5.4.4 BOOM ANGLE INDICATOR. Power cranes (includes draglines) with booms capable of moving in the vertical plane shall be provided with a boom angle indicator in good working order.

5.4.5 CRANE TEST CERTIFICATION. The performance test required by 5.4.2 and 5.4.3 is fulfilled if the Contractor provides the Contracting Officer a copy of a certificate of inspection made within the past 12 months by a qualified person or by a government or private agency satisfactory to the Contracting Officer.

5.4.6 POSTING FOR HIGH VOLTAGE LINES. A notice of the 10-foot (or greater) clearance required by OSHA 1926.550, Subpart N, shall be posted in the operator's cab of cranes, shovels, boom-type concrete pumps, backhoes, and related equipment.

5.4.7 BOOM STOPS. Cranes or derricks with cable-supported booms, except draglines, shall have a device attached between the gantry of the A-frame and the boom chords to limit the elevation of the boom. The device shall control the vertical motions of the boom with increasing resistance from 83° or less, until completely stopping the boom at not over 87° above horizontal.

5.4.8 SAFETY HOOKS. Hooks used in hoisting personnel or hoisting loads over construction personnel or in the immediate vicinity of construction personnel shall be forged steel equipped with safety keepers. When shackles are used under these conditions, they shall be of the locking type or have the pin secured to prohibit turning.

5.5 ROLLOVER PROTECTIVE STRUCTURES (ROPS)

5.5.1 ROLLOVER PROTECTIVE STRUCTURES. OSHA 1926, Subpart W, Overhead Protection, Sections 1001 and 1002 are applicable regardless of the year in which the equipment was manufactured and regardless of the struck capacity of the equipment.

5.5.2 EQUIPMENT REQUIRING ROPS. The requirement for ROPS meeting 5.5.1 above applies to crawler and rubber-tired tractors such as dozers, push-and-pull tractors, winch tractors, tractors with backhoes, and mowers; off-highway, self-propelled, pneumatic-tired earthmovers, including scrapers, motor graders and loaders; and rollers, compactors, water tankers (excluding trucks with cabs). These requirements shall also apply to agricultural and industrial tractors and similar equipment.

5.5.3 EQUIPMENT REQUIRING SEATBELTS. The requirements for seatbelts as specified in OSHA Subpart O, Motor Vehicles, Mechanized Equipment, and Marine Operations, Section 1926.602 shall also apply to self-propelled compactors and rollers, and rubber-tired skid-steer equipment.

6.0 LADDERS AND SCAFFOLDING:

6.1 LADDERS. OSHA 1926, Subpart L - Section 450. Ladders shall be used as work platforms only when use of small hand tools or handling of light material is involved. No work requiring lifting of heavy materials or substantial exertion shall be done from ladders.

6.2 SCAFFOLDING. OSHA 1926, Subpart L - Section 451. Scaffolds, platforms or temporary floors shall be provided for all work except that which can be done safely from the ground or similar footing.

6.3 SAFETY BELTS, LIFELINE, AND LANYARDS. OSHA 1926, Subpart E, Section 104. Lifelines, safety belts and lanyards independently attached or attended, shall be used when performing such work as the following when the requirements of 6.1 or 6.2 above cannot be met.

- (a) Work on stored material in hoppers, bins, silos, tanks, or other confined spaces.
- (b) Work on hazardous slopes, structural steel, or poles; erection or dismantling of safety nets, tying reinforcing bars; and work from Boatswain's chairs, swinging scaffolds, or other unguarded locations at elevations greater than 6 feet.
- (c) Work on skips and platforms used in shafts by crews when the skip or cage does not block the opening to within 1 foot of the sides of the shaft, unless cages are provided.

(NO TEXT THIS PAGE)

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE ("USDA NRCS") RIDER
EMERGENCY WATERSHED PROTECTION ("EWP") PROGRAM
(9/6/2017)**

**For use with contracts funded by the USDA NRCS Grant and Agreement Award for the
EWP Program**

1. Davis-Bacon Act. For the purposes of Section D(1)(a) of the Uniform Federal Contract Provisions Rider, compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) is not required of the Contractor pursuant to USDA NRCS regulations for the EWP Program.
2. Copeland "Anti-Kickback" Act. The Contractor shall comply with provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as delineated in the Uniform Federal Contract Provisions Rider, USDA NRCS Exhibit 2, Section (A).
3. Contract Work Hours and Safety Standards Act. The Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), as delineated in the Uniform Federal Contract Provisions Rider, USDA NRCS Exhibit 2, Section (B).
4. Health and Safety. The Contractor shall comply with the provisions of the Occupational Safety and Health Administration (OSHA) Parts 1910 and 1926, and USDA NRCS Supplement to OSHA Parts 1910 and 1926, as delineated in the Uniform Federal Contract Provisions Rider, USDA NRCS Exhibit 2, Section (C).
5. Rights to Inventions Made Under a Contract or Agreement. Section E of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts does not apply to the EWP Program.
6. Suspension and Debarment. Section C(5) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts is supplemented with the following provisions:
 - (a) This contract is a covered transaction for purposes of 2 C.F.R. Part 180. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). By entering into this contract, the Contractor certifies that it is in compliance with 2 C.F.R. Part 180.
 - (b) The Contractor must comply with 2 C.F.R. Part 180, subpart C, subpart C during the term of this contract and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (c) The certification in paragraph (a), above, and section C(5) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts is a material representation of fact relied upon by the City of New York. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C, in addition to remedies available to the City of New York and, if applicable, the State of New York, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

7. Confidentiality.

- (a) Activities performed under this Contract may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of USDA NRCS.
- (b) The Contractor's and subcontractors' personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The Contractor's and subcontractors' personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
- (c) The Contractor and its subcontractors agree to comply with USDA NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791.
- (d) The Contractor and its subcontractors agree to comply with the "**Prohibition Against Certain Internal Confidentiality Agreements:**"
 - i. You may not require your employees and/or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - ii. You must notify your employees and/or subcontractors that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
 - iii. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal

department or agency governing the nondisclosure of classified information.

- iv. If USDA NRCS determines that you are not in compliance with this award provision, USDA NRCS:
 - a. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law;
 - b. May pursue other remedies available for your material failure to comply with award terms and conditions.
8. Compliance with Law. The Contractor acknowledges that USDA NRCS financial assistance will be used to fund the contract only and agrees to comply with all applicable federal law, regulations, executive orders, USDA NRCS policies, procedures, and directives.
9. Federal Government not a Party. The Contractor acknowledges and understands that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor or any other party pertaining to any matter resulting from the contract.
10. False Claims. The Contractor acknowledges that 31 U.S.C. Chap. 38 applies to the Contractor's actions pertaining to this contract.

(NO TEXT THIS PAGE)

General Decision Number: NY180003 10/12/2018 NY3

Superseded General Decision Number: NY20170003

State: New York

Construction Types: Building, Heavy, Highway and Residential

Counties: Bronx, Kings, New York, Queens and Richmond
Counties in New York.

BUILDING & RESIDENTIAL CONSTRUCTION PROJECTS (includes single family homes and apartments up to and including 4 stories),
HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/05/2018 |
| 1 | 01/12/2018 |
| 2 | 01/19/2018 |
| 3 | 02/09/2018 |
| 4 | 02/16/2018 |
| 5 | 04/06/2018 |
| 6 | 04/20/2018 |
| 7 | 05/18/2018 |
| 8 | 05/25/2018 |
| 9 | 06/29/2018 |
| 10 | 07/27/2018 |
| 11 | 08/17/2018 |
| 12 | 08/31/2018 |
| 13 | 09/07/2018 |
| 14 | 10/12/2018 |

ASBE0012-001 01/01/2018

Rates

Fringes

Asbestos Workers/Insulator

Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....

| | | |
|---------------------------------|----------|-------|
| systems..... | \$ 70.47 | 35.25 |
| HAZARDOUS MATERIAL HANDLER..... | \$ 39.00 | 12.75 |

BOIL005-001 01/01/2017

| | Rates | Fringes |
|------------------|----------|-------------|
| BOILERMAKER..... | \$ 55.23 | 33%+24.12+a |

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

BRNY0001-001 07/01/2017

| | Rates | Fringes |
|--------------------|----------|---------|
| BRICKLAYER..... | \$ 60.18 | 26.84 |
| MASON - STONE..... | \$ 62.67 | 30.59 |

BRNY0001-002 07/01/2017

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| Pointer, cleaner and caulker..... | \$ 52.62 | 26.12 |

BRNY0004-001 01/01/2018

| | Rates | Fringes |
|-------------------|----------|---------|
| MARBLE MASON..... | \$ 58.53 | 36.22 |

BRNY0007-001 07/01/2017

| | Rates | Fringes |
|-----------------------------|----------|---------|
| TERRAZZO FINISHER..... | \$ 53.03 | 34.26 |
| TERRAZZO WORKER/SETTER..... | \$ 54.63 | 34.28 |

BRNY0020-001 01/01/2018

| | Rates | Fringes |
|----------------------|----------|---------|
| MARBLE FINISHER..... | \$ 46.66 | 34.03 |

BRNY0024-001 01/01/2018

| | Rates | Fringes |
|-----------------------|----------|---------|
| BRICKLAYER | | |
| MARBLE POLISHERS..... | \$ 40.89 | 26.69 |

BRNY0052-001 06/05/2017

| | Rates | Fringes |
|-----------------|----------|---------|
| Tile Layer..... | \$ 49.97 | 26.96 |

BRNY0088-001 01/01/2018

| | Rates | Fringes |
|--------------------|----------|---------|
| TILE FINISHER..... | \$ 53.45 | 34.77 |

CARP0001-009 07/01/2016

| | Rates | Fringes |
|------------------------|----------|---------|
| CARPENTER | | |
| Carpenters..... | \$ 52.50 | 45.58 |
| Soft Floor Layers..... | \$ 50.50 | 45.18 |

CARP0740-001 07/01/2018

| | Rates | Fringes |
|-----------------|----------|---------|
| MILLWRIGHT..... | \$ 52.70 | 52.61 |

CARP1556-006 07/01/2018

| | Rates | Fringes |
|------------------------------|----------|---------|
| Dock Builder & Piledrivermen | | |
| DOCKBUILDERS..... | \$ 53.63 | 50.07 |

CARP1556-007 07/01/2018

| | Rates | Fringes |
|-------------------|----------|---------|
| Diver Tender..... | \$ 48.24 | 50.07 |
| Diver..... | \$ 67.94 | 50.07 |

CARP1556-011 07/01/2018

| | Rates | Fringes |
|----------------|----------|---------|
| Carpenters: | | |
| TIMBERMEN..... | \$ 49.10 | 49.37 |

ELEC0003-001 05/10/2017

| | Rates | Fringes |
|--------------------------|----------|-----------------|
| ELECTRICIAN | | |
| Electricians..... | \$ 56.00 | 70.718%+14.75+a |
| Jobbing, and maintenance | | |
| and repair work..... | \$ 28.50 | 51.243%+7.50+a |

PAID HOLIDAYS:

a. New Years Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day

 ELEC1049-001 04/02/2017

QUEENS COUNTY

| | Rates | Fringes |
|--|----------|---------|
| Line Construction (Substation and Switching structures pipe type cable installation and maintenance jobs or projects; Railroad electrical distribution/transmission systems maintenance (when work is not performed by railroad employees) Overhead and Underground transmission/distribution line work. Fiber optic, telephone cable and equipment) | | |
| Groundman..... | \$ 32.31 | 21.94 |
| Heavy Equipment Operator.... | \$ 43.08 | 25.27 |
| Lineman and Cable Splicer.... | \$ 53.85 | 28.62 |
| Tree Trimmer..... | \$ 30.09 | 14.12 |

 ELEV0001-002 03/17/2018

| | Rates | Fringes |
|------------------------------|----------|------------|
| ELEVATOR MECHANIC | | |
| Elevator Constructor..... | \$ 64.48 | 42.103+a+b |
| Modernization and Repair.... | \$ 50.49 | 40.399+a+b |

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Good Friday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: An employee who has worked less than 5 years shall receive vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

 ENGI0014-001 07/01/2016

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

**POWER EQUIPMENT OPERATOR
(HEAVY & HIGHWAY)**

| | | |
|---------------|----------|-------|
| GROUP 1..... | \$ 92.76 | 31.15 |
| GROUP 2..... | \$ 76.51 | 31.15 |
| GROUP 3..... | \$ 78.96 | 31.15 |
| GROUP 4..... | \$ 77.07 | 31.15 |
| GROUP 5..... | \$ 75.55 | 31.15 |
| GROUP 6..... | \$ 72.53 | 31.15 |
| GROUP 7..... | \$ 73.90 | 31.15 |
| GROUP 8..... | \$ 71.78 | 31.15 |
| GROUP 9..... | \$ 70.24 | 31.15 |
| GROUP 10..... | \$ 67.16 | 31.15 |
| GROUP 11..... | \$ 62.73 | 31.15 |
| GROUP 12..... | \$ 64.13 | 31.15 |
| GROUP 13..... | \$ 64.63 | 31.15 |
| GROUP 14..... | \$ 48.73 | 31.15 |
| GROUP 15..... | \$ 45.27 | 31.15 |

**POWER EQUIPMENT OPERATOR
(PAVEMENT-HEAVY & HIGHWAY)**

| | | |
|-----------------------|----------|---------|
| Asphalt Plants..... | \$ 59.14 | 31.15+a |
| Asphalt roller..... | \$ 69.91 | 31.15+a |
| Asphalt spreader..... | \$ 71.78 | 31.15+a |

**POWER EQUIPMENT OPERATOR
(STEEL ERECTION)**

| | | |
|--|----------|-------|
| Compressors, Welding
Machines..... | \$ 45.34 | 31.15 |
| Cranes, Hydraulic Cranes,
2 drum derricks,
Forklifts, Boom Trucks..... | \$ 76.43 | 31.15 |
| Three drum derricks..... | \$ 79.54 | 31.15 |

**POWER EQUIPMENT OPERATOR
(UTILITY)**

| | | |
|----------------------------|----------|-------|
| Horizontal Boring Rig..... | \$ 68.25 | 31.15 |
| Off shift compressors..... | \$ 56.70 | 31.15 |
| Utility Compressors..... | \$ 44.98 | 31.15 |

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Tower crane

GROUP 2: Rubber Tire Backhoes over 37,000 lbs, Track Backhoes, power shovel, Hydraulic clam shells, moles and machines of a similar type

GROUP 3: Mine hoists and crane, etc. used as mine hoists

GROUP 4: Gradalls, keystones, cranes (with digging buckets), bridge cranes, trenching machines, vermeer cutter and machines of a similar nature

GROUP 5: Piledrivers, derrick boats, tunnel shovels

GROUP 6: All drills, and machines of a similar nature

GROUP 7: Back filling machines, cranes, mucking machines, dual drum pavers

GROUP 8: Mixers (concrete w/loading attachments), concrete pavers, cableways, land derricks, power house (low pressure

units), concrete pumps

GROUP 9: Concrete plants, well drilling machines, stone crushers double drum hoist, power house (other than above)

GROUP 10: Concrete mixers

GROUP 11: Elevators

GROUP 12: Concrete breaking machine, Hoists (single drum), load masters, locomotive and dinkies over 10 tons

GROUP 13: Vibratory console

GROUP 14: Compressors (portable 3 or more in battery), tugger machine (caissons), well point pumps, chum drill

GROUP 15: Boilers, (high pressure, compressors (portable, single, or 2 in battery, not over 100' apart), pumps (river cofferdam and welding machines (except where arc is operated by members of local 15) push button machines, all engines irrespective of power (power pac) used to drive auxilliary equipment, air, hydraulic etc.

PREMIUMS ON CRANES (Crawler or Truck):

- 100' to 149' boom - add .50
- 150' to 249' boom - add .75
- 250' to 349' boom - add 1.00
- 350' to 450' boom - add 1.50

Premiums for Cranes on Steel Erection:

- 100' to 149' boom - add 1.75
- 150' to 249' boom - add 2.00
- 250' to 349' boom - add 2.25
- 350' to 450' boom - add 2.75
- Tower crane - add 2.00

FOOTNOTE:

a. Paid Holidays: New Year's Day; Lincoln's Birthday; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Veterans Day; Columbus Day; Election Day; Thanksgiving Day; and Christmas Day; provided the employee works one day the payroll week in which the holiday occurs.

ENGI0014-002 07/01/2016

| | Rates | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator | | |
| BUILDING & RESIDENTIAL | | |
| GROUP 1..... | \$ 71.85 | 31.15+a |
| GROUP 2..... | \$ 76.12 | 31.15+a |
| GROUP 3..... | \$ 69.39 | 31.15+a |
| GROUP 4..... | \$ 63.12 | 31.15+a |
| GROUP 5..... | \$ 47.26 | 31.15+a |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Double drum

GROUP 2: Stone derrick, cranes, hydraulic cranes, boom trucks

GROUP 3: 4 pole Hoist, Single Drum Hoists

GROUP 4: Fork lift, house cars, plaster (platform machine), plaster bucket, concrete pump and all other equipment used for hoisting material

GROUP 5: Compressors, welding machines (cutting concrete work), paint spraying, sand blasting, pumps (with the exclusion of concrete pumps), house car (settlement basis only), all engines irrespective of power (power pac) used to drive auxiliary equipment, air, hydraulic, etc., boilers

Premiums for Cranes:

- 100'-149' boom - add 1.75
- 150'-249' boom - add 2.00
- 250'-349' boom - add 2.25
- 350'-450' boom - add 2.75
- Tower cranes add 2.00

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the payroll week in which the holiday occurs

ENGI0015-001 07/01/2016

| | Rates | Fringes |
|--------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR | | |
| HEAVY AND HIGHWAY | | |
| GROUP 1..... | \$ 65.94 | 32.95 |
| GROUP 2..... | \$ 63.98 | 32.95 |
| GROUP 3..... | \$ 60.69 | 32.95 |
| GROUP 4..... | \$ 57.42 | 32.95 |
| GROUP 5..... | \$ 39.70 | 32.95 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cherrypickers 20 tons and over and loaders (rubber-tired and/or tractor type with a manufacturer's rated capacity of six cubic yards and over

GROUP 2: Rubber Tire Backhoes up to and including 37,000 lbs, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) and machines of a similar nature, Boat Captains, Boat Operators, operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of a similar nature, Vac-alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers, and Turn-a Pulls,

Tugger Hoist (used exclusively for handling excavated material), Tractors with attachments, Hyster and Roustabout Cranes, Cherrypickers, Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers, Loaders- Rubber-tired and Tractor, Barber Greene, Eimco Loaders and Eimco Backhoes, Mighty Midget and similar breakers and tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature, Locomotives ten (10) tons or under, Mini-Max, Break-Tech and machines of a similar nature, Milling Machines, robotic and demolition machines and machines of a similar nature including Bobcat, Pile Rig Rubber-tired Excavator (37,000 lbs. and under), 2 man auger

GROUP 3: Minor Equipment such as Tractors, Post Hole Diggers and Drivers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers (five (5) tons and under), Tugger Hoists, Dual Purpose Trucks, Fork Lifts and Dempsey Dumpsters

GROUP 4: Oilers for the following equipment: (all gasoline, electric, diesel, or air operated) gradalls and concrete pumps or similarly equipment manned by two-men

GROUP 5: Oilers for the following equipment: (all gasoline, electric, diesel, or air operated) shovels, cranes (draglines), backhoes, pavers, trenching machines, gunite machines, compressors (3 or more in battery)

Premiums for Cranes:

100'-149' boom - add 1.75
 150'-249' boom - add 2.00
 250'-349' boom - add 2.25
 350'-450' boom - add 2.75
 Tower cranes add 2.00

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the payroll week in which the holiday occurs

 ENGI0015-002 07/01/2016

| | Rates | Fringes |
|--------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR | | |
| BUILDING | | |
| GROUP 1..... | \$ 65.94 | 32.95 |
| GROUP 2..... | \$ 63.98 | 32.95 |
| GROUP 3..... | \$ 57.42 | 32.95 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Oiler

GROUP 2: Oilers on Crawler Cranes, Backhoes, Trenching machines, Gunite machines, Compressors (3 or more in Battery)

GROUP 3: Gradalls: Concrete Pumps, Power Houses - All equipment in same is manned by two (2) men only, Driving

Truck Cranes

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the payroll week in which the holiday occurs

IRON0040-002 07/01/2018

BRONX, NEW YORK, RICHMOND

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 50.70 | 75.42 |

IRON0046-003 07/01/2018

| | Rates | Fringes |
|--|----------|---------|
| IRONWORKER
METALLIC LATHERS AND
REINFORCING IRONWORKERS..... | \$ 56.28 | 22.62 |

IRON0197-001 07/01/2018

| | Rates | Fringes |
|-------------------------------------|----------|---------|
| IRONWORKER
STONE DERRICKMAN..... | \$ 49.34 | 39.46 |

IRON0361-002 07/01/2018

| | Rates | Fringes |
|--|----------|---------|
| KINGS, QUEENS

Ironworkers:
(STRUCTURAL)..... | \$ 50.70 | 75.42 |

IRON0580-001 07/01/2018

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 44.65 | 53.62 |

LAB00006-001 07/01/2016

| | Rates | Fringes |
|---|----------|---------|
| LABORER (Cement and Concrete
Workers)..... | \$ 42.48 | 17.35 |

LAB00029-001 07/01/2017

| | Rates | Fringes |
|-----------|-------|---------|
| Laborers: | | |

Heavy

| | | |
|--|----------|-------|
| Blasters (hydraulic trac
drill)..... | \$ 47.15 | 35.49 |
| Blasters..... | \$ 46.27 | 35.49 |
| Hydraulic Trac Drill..... | \$ 41.29 | 35.49 |
| Jackhammers, Chippers,
Spaders, Concrete
Breakers, All Other
Pneumatic Tools, Walk
Behind Self-Propelled
Hydraulic Asphalt and
Concrete Breaker..... | \$ 39.34 | 35.49 |
| Powder Carriers..... | \$ 35.17 | 35.49 |

LABO0078-001 12/01/2016

Rates Fringes

LABORERS

BUILDING CONSTRUCTION

| | | |
|--|----------|-------|
| ASBESTOS (Removal,
Abatement, Encapsulation
or Decontamination of
asbestos); LEAD; &
HAZARDOUS WASTE LABORERS
(Hazardous Waste,
Hazardous Materials,
Biochemical and Mold
Remediation, HVAC, Duct
Cleaning, Re-spray
Fireproofing, etc)..... | \$ 36.00 | 16.20 |
|--|----------|-------|

LABO0079-001 07/01/2017

Rates Fringes

Laborers Building Construction

| | | |
|------------------------------|----------|-------|
| Common or General Laborer... | \$ 40.15 | 28.34 |
| Demolition Laborers | | |
| Tier A..... | \$ 38.48 | 26.17 |
| Tier B..... | \$ 27.06 | 19.38 |
| Mason Tenders..... | \$ 39.80 | 27.30 |

CLASSIFICATIONS

TIER A: Responsible for the removal of all interior partitions and structural partitions that can consist of sheet rock, block or masonry. Also, all structural slab openings for ducts, mechanical, shafts, elevators, slab openings and exterior walls where the building is not being completely demolished.

TIER B: Responsible for shoveling of debris into containers, pushing containers from the inside to the outside of the building.

LABO0147-001 07/01/2016

Rates Fringes

LABORERS (FREE AIR & TUNNEL).....\$ 72.67 47.72

Maintenance Men, Inside Muck Lock Tenders, Pump Men, Electricians, Cement Finishers, Caulkers, Hydraulic Men, Shield Men, Monorail Operators, Motor Men, Conveyor Men, Powder Carriers, Pan Men, Riggers, Chuck Tenders, Track Men Painters, Nippers, Brakemen, Cable Men, Hose Men, Grout Men, Gravel Men, Form Workers, Concrete Workers, Tunnel Laborers; Mole Nipper (one (1) Mole Sipper per Working Shaft per Shift for up to and including Two (2) Moles

LABO0731-001 07/01/2016

Rates Fringes

LABORER

Building, Heavy and Residential Construction LABORER: (Asbestos, Lead, Hazardous Waste Removal (including soil)/CEMENT/CONCRETE.....\$ 41.00 UTILITY LABORER.....\$ 40.85

38.53 38.53

Paid Holidays: Labor Day and Thanksgiving Day

LABO1010-001 07/01/2018

Rates Fringes

Laborers:

HIGHWAY CONSTRUCTION Fence Installer & Repairer.\$ 42.48 FORMSETTERS.....\$ 46.35 LABORERS.....\$ 42.48 Landscape Planting & Maintenance.....\$ 42.48 Maintenance Safety Surface.\$ 42.48 Slurry/Sealcoater/Play Equipment Installer.....\$ 42.48 Small Equipment Operator (Not Operating Engineer)...\$ 42.48 Small Power Tools Operator.\$ 42.48

42.21 42.21 42.21 42.21 42.21 42.21 42.21 42.21 42.21

FOOTNOTES:

a. PAID HOLIDAYS: Memorial Day, Fourth of July, Labor Day, Columbus Day, Election Day and Thanksgiving Day, provided the employee has worked one (1) day in the calendar week in which the said holiday occurs.

LABO1010-002 07/01/2018

Rates Fringes

Laborers-Asphalt Construction:

| | | |
|--|----------|-------|
| Micro Paver..... | \$ 46.95 | 42.21 |
| Raker..... | \$ 46.35 | 42.21 |
| Screedperson..... | \$ 46.95 | 42.21 |
| Shoveler (Production
Paving Only)..... | \$ 42.48 | 42.21 |
| Small Equipment Operator
(Asphalt)..... | \$ 42.48 | 42.21 |

PAIN0009-001 05/01/2018

| | Rates | Fringes |
|---|----------|---------|
| GLAZIER..... | \$ 29.05 | 18.88 |
| PAINTER | | |
| Painters, Drywall
Finishers, Lead Abatement
Worker..... | \$ 45.70 | 27.67 |
| Spray, Scaffold and
Sandblasting..... | \$ 48.70 | 27.67 |

* PAIN0806-001 10/01/2018

| | Rates | Fringes |
|------------------------------|----------|---------|
| Painters: | | |
| Structural Steel and Bridge. | \$ 49.50 | 41.88 |

PAIN1974-001 06/28/2018

| | Rates | Fringes |
|------------------------------|----------|---------|
| Painters: | | |
| Drywall Tapers/Pointers..... | \$ 47.82 | 25.21 |

PLAS0262-001 08/01/2018

| | Rates | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 45.58 | 26.52 |

PLAS0262-002 08/01/2018

KINGS AND QUEENS COUNTIES

| | Rates | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 45.58 | 26.52 |

PLAS0780-001 07/01/2018

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 51.97 | 33.56 |

PLUM0001-001 07/01/2018

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

PLUMBER

MECHANICAL EQUIPMENT AND SERVICE

Any repair and/or replacement of the present plumbing system that does not change the existing roughing.....

| | | |
|------------------------|----------|-------|
| existing roughing..... | \$ 41.55 | 16.61 |
| PLUMBERS:..... | \$ 68.40 | 33.80 |

PLUM0638-001 12/28/2016

Rates Fringes

PLUMBER

| | | |
|---|----------|-------|
| SERVICE FITTERS..... | \$ 26.30 | 2.55 |
| SPRINKLER FITTERS,
STEAMFITTERS..... | \$ 61.81 | 48.30 |

Service Fitter work shall consist of all repair, service and maintenance work on domestic, commercial and industrial refrigeration, air conditioning and air cooling, stoker and oil burner apparatus and heating apparatus etc., including but not exclusively the charging, evacuation, leak testing and assembling for all machines for domestic, commercial and industrial refrigeration, air conditioning and heating apparatus. Also, work shall include adjusting, including capacity adjustments, checking and repairing or replacement of all controls and start up of all machines and repairing all defects that may develop on any system for domestic, commercial and industrial refrigeration and all air conditioning, air cooling, stoker and oil burner apparatus and heating apparatus regardless of size or type.

ROOF0008-003 07/01/2018

Rates Fringes

| | | |
|-------------|----------|-------|
| ROOFER..... | \$ 42.50 | 33.37 |
|-------------|----------|-------|

SHEE0028-002 07/31/2014

Rates Fringes

| | | |
|------------------------------|----------|-------|
| SHEET METAL WORKER | | |
| BUILDING CONSTRUCTION..... | \$ 50.91 | 36.70 |
| RESIDENTIAL CONSTRUCTION.... | \$ 27.22 | 16.48 |

TEAM0282-001 07/01/2018

Rates Fringes

| | | |
|---------------------------|----------|-----------|
| TRUCK DRIVER | | |
| Asphalt..... | \$ 43.43 | 48.7025+a |
| Euclids & Turnapulls..... | \$ 43.53 | 48.7025+a |
| High Rise..... | \$ 51.36 | 48.7025+a |

FOOTNOTES:

PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day (Armistice Day), Thanksgiving Day, Day after Thanksgiving and Christmas Day. Employees working two (2) days in the calendar week in which a holiday falls are to be paid for such holiday, provided that they shape each remaining workday during such calendar week.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

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)

April 24, 2018

PROJECT ID: MIBBNC003

**CONSTRUCTION OF STORM AND SANITARY SEWERS AND
REPLACEMENT OF WATER MAINS IN MASON AVENUE, ETC.**

**BOROUGH OF STATEN ISLAND
CITY OF NEW YORK**

**SPECIFICATIONS FOR
HANDLING, TRANSPORTATION AND DISPOSAL
OF NONHAZARDOUS AND POTENTIALLY HAZARDOUS
CONTAMINATED MATERIALS**

This addendum is issued for the purpose of amending the requirements of the Contract Documents and hereby made part of said Contract Documents to the same extent as if it was originally included herein.

**ESTIMATED COST FOR HANDLING, TRANSPORTING, AND DISPOSAL
OF CONTAMINATED MATERIALS**

**CONSTRUCTION OF STORM AND SANITARY SEWERS AND
REPLACEMENT OF WATER MAINS IN MASON AVENUE, ETC.**

TOGETHER WITH THE CONSTRUCTION OF BMPS AND ALL WORK INCIDENTAL THERETO

**BOROUGH OF STATEN ISLAND
CITY OF NEW YORK**

Capital Project ID: MIBBNC003

Date: 04/24/2018

| | | | | | |
|----------------|---|----------|--------|----------|-----------|
| 8.01 C1 | Handling, Transportation, & Disposal of Non- Hazardous Contaminated Soils | Tons | 10,000 | \$85 | \$850,000 |
| 8.01 C2 | Sampling & Testing of Contaminated/Potentially Hazardous Soil for Disposal Parameters | Sets | 34 | \$2,000 | \$68,000 |
| 8.01 H | Handling, Transportation, & Disposal of Hazardous Soils | Tons | 2,000 | \$400 | \$800,000 |
| 8.01 S | Health & Safety Plan | Lump Sum | 1 | \$20,000 | \$20,000 |
| 8.01 W1 | Removal, Treatment, & Discharge/Disposal of Contaminated Water | Day | 250 | \$1,700 | \$425,000 |
| 8.01W2 | Sampling & Testing of Contaminated Water | Sets | 100 | \$1,400 | \$140,000 |

TOTAL: \$2,303,000

**SPECIFICATIONS FOR
HANDLING, TRANSPORTATION AND DISPOSAL
OF NON-HAZARDOUS AND POTENTIALLY HAZARDOUS
CONTAMINATED MATERIALS**

**CONSTRUCTION OF STORM AND SANITARY SEWERS AND
REPLACEMENT OF WATER MAINS IN MASON AVENUE, ETC.**

**BOROUGH OF STATEN ISLAND
CITY OF NEW YORK**

Capital Project ID: MIBBNC003

Prepared By:

**NYC
DDC** **Department of
Design and
Construction**

30-30 Thomson Avenue, 3rd Floor
Long Island City, New York 11101

April 24, 2018

Table of Contents

| | |
|---|-----------|
| ITEM 8.01 C1 HANDLING, TRANSPORTING, & DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOILS..... | HAZ. - 1 |
| ITEM 8.01 C2 SAMPLING AND TESTING OF CONTAMINATED/ POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PARAMETERS | HAZ. - 7 |
| ITEM 8.01 H HANDLING, TRANSPORTING, AND DISPOSAL OF HAZARDOUS SOILS..... | HAZ. - 9 |
| ITEM 8.01 S HEALTH AND SAFETY..... | HAZ. - 15 |
| ITEM 8.01 W1 REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER..... | HAZ. - 20 |
| ITEM 8.01 W2 SAMPLING AND TESTING OF CONTAMINATED WATER..... | HAZ. - 27 |
| ATTACHMENT 1: NYCDEP LIMITATIONS FOR DISCHARGE TO STORM, SANITARY/COMBINED SEWER | HAZ. - 29 |
| ATTACHMENT 2: APPLICABLE REGULATIONS..... | HAZ. - 32 |
| ATTACHMENT 3: DEFINITIONS..... | HAZ. - 35 |
| ATTACHMENT 4: PHASE II SUBSURFACE CORRIDOR INVESTIGATION REPORT | HAZ. - 37 |

ITEM 8.01 C1 HANDLING, TRANSPORTING, & DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOILS

8.01 C1.1 WORK TO INCLUDE

General: This work shall consist of the handling, transportation, and disposal of non-hazardous contaminated soils. The materials covered by this specification are soils that are contaminated with petroleum or chemical products but cannot be classified as hazardous waste. For the purpose of this specification, soil shall be defined as any material excavated below the pavement and base for pavement.

Non-hazardous contaminated soils are defined as soils exhibiting one or more of the following characteristics:

- ◆ Elevated Photo-Ionization Detector (PID) readings, subsequently confirmed by lab analysis
- ◆ Visual evidence of contamination
- ◆ Petroleum and/or chemical odors
- ◆ Soils that have been documented as contaminated in previous environmental reports

Non-hazardous contaminated soils must be stockpiled at an off-site approved location or secured on-site by the Contractor, meeting all required Federal, State and Local stipulations. Sampling and laboratory analysis must be conducted to determine if the soils are hazardous, unless the alternative procedure as defined under subsection 8.01 C1.1 A.5 has been agreed upon by treatment facilities. Contaminated soils determined to be non-hazardous shall be handled in accordance with the specifications herein for Item 8.01 C1. Contaminated soils determined to be hazardous shall be handled in accordance with the specifications for Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soils.

The Contractor shall retain the services of an independent Environmental Consultant, as specified under Item 8.01 S – Health and Safety, to oversee the work required under this Item.

Non-hazardous soils shall be delivered to the disposal or treatment facility within thirty (30) calendar days after excavation.

The Contractor shall conduct sampling and analysis of the impacted soils as specified under Item 8.01 C2 – Sampling and Testing of Contaminated/Potentially Hazardous Soils for Disposal Parameters. The laboratory results shall be forwarded to DDC Program Management, Office of Environmental and Geotechnical Services (OEGS) for review to determine if the soils will be handled and disposed of as contaminated regulated soils or hazardous waste. No other soils shall be sampled or tested without the DDC's approval or direction.

The Contractor shall ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of non-hazardous contaminated soils are in compliance with all applicable Federal, State, and City statutes and regulations.

The Contractor shall document the excavation, handling, transportation and disposal of non-hazardous contaminated soils. The Contractor shall supply all equipment, material and labor required to conduct the specified work of this Item.

- A. Material Handling Plan: Within forty-five (45) calendar days after award of Contract, the Contractor shall submit to the Program Management, OEGS for review, a Material Handling Plan (MHP). The MHP must be approved by the Program Management, OEGS, prior to the Contractor's commencement of work. The MHP shall, at a minimum, consist of:

1. The Contractor's procedures for identifying non-hazardous contaminated soils during excavation, including the specific model and manufacturer of intended organic vapor monitoring equipment and calibration procedures to be used. It should also include the training and experience of the personnel who will operate the equipment.
2. The Contractor's procedures for safely handling non-hazardous contaminated soils. The procedures must include personnel safety and health as well as environmental protection considerations.
3. Name, address, New York State Department of Health's (DOH) Environmental Laboratories Accreditation Program (ELAP) status and telephone number of the proposed laboratory for analysis of representative soil samples. The ELAP for the intended analysis must approve the laboratory.
4. Identification of the Contractor's proposed waste transporter(s). This information shall include:
 - a. Name and Waste Transporter Permit Number
 - b. Address
 - c. Name of responsible contact for the hauler
 - d. Telephone number for the contact
 - e. Any and all necessary permit authorizations for each type of waste transported
 - f. Previous experience in performing the type of work specified herein
5. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures may include, but are not limited to, agreements from the intended disposal or treatment facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility.
6. A backup facility should the staging/stockpile areas become unavailable, insufficient in area or not be present by some other unforeseen difficulty.
7. Identification of the Contractor's two proposed Treatment Storage or Disposal (TSD) facilities for non-hazardous contaminated soils (primary and back-up) for final disposal of the soils. The primary TSD shall be an approved soil recycling/treatment facility. The backup facility may be a recycling/treatment facility or a New York State Department of Environmental Conservation (DEC) approved lined landfill or other facility approved by DEC to accept this material. The information required for each facility shall include:
 - a. Facility name and the State identification number
 - (1) Facility location
 - (2) Name of responsible contact for the facility
 - (3) Telephone number for contact
 - (4) Signed letter of agreement to accept waste as specified in this contract
 - (5) Unit of measure utilized at facility for costing purposes
 - b. A listing of all permits, licenses, letters of approval, and other authorizations to operate, which are currently held and valid for the proposed facility.

- c. A listing of all permits, licenses, letters of approval, and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued.
 - d. The Contractor shall specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste. The Contractor shall identify the capacity available in the units and the capacity reserved for the subject waste.
 - e. The Contractor shall provide the date of the proposed facility's last compliance inspection.
 - f. A list of all active (unresolved) compliance orders (or agreements), enforcement notices, or notices of violations issued to the proposed facility shall be provided. The source and nature of the cause of violation shall be stated, if known.
8. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

8.01 C1.2 MATERIALS

- A. Containers shall be as required in the United State Department of Transportation (DOT) regulations.
- B. Polyethylene to be placed under (20 mil. thickness minimum) and over (10 mil. thickness minimum) soil piles.
- C. The Contractor shall assure that the waste hauler's appropriate choice of vehicles and operating practices shall prevent spillage or leakage of contaminated material from occurring en route.
- D. The Contractor shall provide, install and maintain any temporary loading facilities on site as required until completion of material handling activities. The location and design of any facilities shall be included in the MHP and be approved by the Program Management, OEGS.

8.01 C1.3 CONSTRUCTION DETAILS

A. Material Handling

- 1. Immediately after excavation of non-hazardous contaminated soil the Contractor shall:
 - a. Load material directly onto trucks/tankers/roll offs for disposal off site; or
 - b. If interim stockpiling is required, place on a minimum of 20 mil. or equivalent plastic ground cloth and cover by minimum of 10 mil. polyethylene sheeting or equivalent to protect against leaching or runoff of contaminants into groundwater or stormwater. Weight or secure the sheeting by appropriate means and seal seams as approved by the DDC to prevent tearing or removal by weather. Grade surrounding surface to provide for positive drainage away from pile. Stockpile shall not exceed 100 cubic yards.
- 2. Institute appropriate procedures and security measures to ensure the protection of site personnel and the public from contaminated materials as described in the approved MHP and Item 8.01 S - Health and Safety.
- 3. Any soil encountered that appears to contain unknown contaminants (based on visual, odor, or other observation), or that vary substantially from the material originally identified must be segregated in stockpiles and the independent Environmental

Consultant promptly notified. Construct stockpiles to the same requirements as stated in subsection A.1.b above.

4. Provide any dewatering that is necessary to complete the work. Contaminated water shall be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
5. Provide and operate field organic vapor test equipment, a PID or a flame ionization detector (FID), to detect general organic vapor levels at intervals of approximately fifty (50) cubic yards of soil excavated, when visual or odor observations indicate the material may substantially differ from the soil previously excavated and/or as directed by the independent Environmental Consultant.

B. Off-Site Transportation to Disposal or Treatment Facility

1. General

- a. The Contractor shall furnish all labor, equipment, supplies and incidental costs required to transport contaminated material from the work area to the off-site disposal or treatment facility, and any other items and services required for transporting contaminated material for disposal at an off-site facility.
- b. The Contractor shall submit the name and location of the facility where an off-site scale is located. The Contractor shall also submit a plan to the DDC for review outlining procedures on controlling trucks leaving the work site and en-route to the off-site scale. The Contractor shall be responsible for tracking all material/vehicles from the site to the off-site scale.
- c. The Contractor shall provide to the DDC certified tare and gross weight slips for each load received at the accepted facility which shall be attached to each returned manifest.
- d. The Contractor shall coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule.
- e. The Contractor shall inspect all vehicles leaving the project site to ensure that contaminated soils adhering to the wheels or undercarriage are removed prior to the vehicle leaving the site.
- f. The Contractor shall obtain letters of commitment from the waste haulers and the treatment, disposal or recovery facility to haul and accept shipments. The letter shall indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed necessary.
- g. **The Program Management, OEGS shall review and approve waste profiles before transportation to the TSD facility.**

2. Hauling

- a. The Contractor shall coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities shall also be measured and recorded upon arrival at the disposal or treatment facility. If any deviation between the two records occurs, the matter is to be reported immediately to the DDC and to be resolved by the Contractor to the satisfaction of the DDC.
- b. The Contractor shall be held responsible, at its own cost for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site.

- c. The Contractor shall ensure that trucks are protected against contamination by properly covering and lining them with compatible material (such as polyethylene) or by decontaminating them prior to and between acceptances of loads.
 - d. The Contractor shall be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.
 - e. The Contractor shall only use the transporter(s) identified in the MHP for the performance of work. Any use of substitute or additional transporters must have previous written approval from the Program Management, OEGS at no additional cost to the City.
 - f. The Contractor shall develop, document, and implement a policy for accident prevention.
 - g. The Contractor shall not combine contaminated materials from other projects with material from this project.
 - h. No material shall be transported until approved by the DDC.
3. Off-Site Disposal
- a. The Contractor shall use only the facility(ies) identified in the MPH for the performance of the work. Substitutions or additions shall not be permitted without prior written approval from the Program Management, OEGS, and if approved shall be at no extra cost to the City.
 - b. The Contractor shall be responsible for acceptance of the materials at an approved facility, for ensuring that the facility is properly permitted to accept the stated materials, and for ensuring that the facility provides the stated treatment and/or disposal services.
 - c. The DDC reserves the right to contact and visit the disposal or treatment facility and regulatory agencies to verify the agreement to accept the stated materials and to verify any other information provided.
 - d. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The alternate facility(ies) must be approved in writing by the DDC in the same manner and with the same requirements as for the original facility(ies). This shall be done at no extra cost or delay to the City.
 - e. The Contractor shall obtain manifest forms, and complete the shipment manifest records required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight. Copies of each manifest shall be submitted to the DDC within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. Any manifest discrepancies shall be reported immediately to the DDC and be resolved by the Contractor to the satisfaction of the DDC.
4. Equipment and Vehicle Decontamination
- a. The Contractor shall design and construct a portable decontamination station to be used to decontaminate equipment and vehicles exiting from the exclusion zone. The cost for this work will be paid under Item 8.01 S - Health and Safety.

- b. Water generated during the decontamination process shall be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

8.01 C1.4 METHOD OF MEASUREMENT

Quantities for non-hazardous contaminated soils shall be measured in tons. The tonnage will be determined by off-site truck scales, as per Subsection 8.01 C1.3.B1, that are capable of generating load tickets.

8.01 C1.5 PRICE TO COVER

- A. The unit bid price bid per ton for Item 8.01 C1 shall include the cost of furnishing all labor, materials, equipment, plan, and insurance for excavation, handling, transportation, disposal, documentation, fees, permits, loading, stockpiling, hauling, and any other incidentals necessary to complete all the work as specified herein for handling, transporting, and disposal of non-hazardous contaminated soil.
- B. Final disposal of hazardous soil shall be paid for under Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soils. Disposal of decontamination water shall be paid for under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
- C. Backfill will be paid for under its respective item as specified in the contract document.
- D. The independent Environmental Consultant shall be paid under Item 8.01 S – Health and Safety.

Payment will be made under:

| <u>ITEM NUMBER</u> | <u>ITEM</u> | <u>PAYMENT UNIT</u> |
|--------------------|---|---------------------|
| 8.01 C1 | Handling, Transporting, and Disposal of Non-Hazardous Contaminated Soil | Tons |

**ITEM 8.01 C2 SAMPLING AND TESTING OF CONTAMINATED/ POTENTIALLY
HAZARDOUS SOIL FOR DISPOSAL PARAMETERS**

8.01 C2.1 WORK TO INCLUDE

A. Description

The work shall consist of collecting and analyzing representative soil samples for parameters typically requested by the disposal facilities.

B. Sampling and Laboratory Analysis

1. At least thirty (30) days prior to the commencement of work, the Contractor's independent Environmental Consultant must submit a Soil Sampling Plan/Field Sampling Plan (SSP/FSP) and an Investigation Health and Safety Plan to the Program Management, Office of Environmental and Geotechnical Services (OEGS) for review and approval. The SSP/FSP shall include the name, address, DOH's ELAP status, and telephone numbers of the proposed laboratory. The SSP/FSP shall also include training and experience of the personnel who will collect the samples. The Investigation HASP shall identify actual and potential hazards associated with planned sampling field activities and stipulate appropriate health and safety procedures, so as to minimize field personnel exposure to physical, biological, chemical hazards that may be present in the all sampling media.
2. The Contractor shall sample and analyze representative samples of the contaminated/potentially hazardous soils. For stockpiled soils, the Contractor shall collect and analyze one (1) composite sample per 500 cubic yards or fraction thereof. Each composite sample shall consist of a minimum of five (5) grab samples collected from greater than two (2) feet below the soil surface. For drummed soil, the Contractor shall collect one (1) composite sample per (ten) 10 drums or fraction thereof. Each composite sample shall consist of a grab sample from each of the ten (10) drums or fraction thereof. Each composite sample shall be analyzed for Resource Conservation and Recovery Act (RCRA) hazardous waste characteristics (Ignitability, Reactivity, Corrosivity), Full Toxicity Characteristic Leaching Procedure (TCLP) (including RCRA metals, volatile Organic Compounds (VOCs), Semi-Volatile Organic Compounds (SVOCs), pesticides, herbicides), Total Petroleum Hydrocarbons (TPH) and Polychlorinated Biphenyls (PCBs). All samples collected should be analyzed on a five (5) calendar days turnaround time and analytical results must be submitted to Program Management, OEGS upon receipt of the analytical results.
3. All sampling shall be conducted by a person trained in sampling protocols using standard accepted practices for obtaining representative samples.
4. The Contractor must also contact the disposal facility where the waste will be sent for permanent disposal, and arrange to collect any additional samples required by the facility. The cost associated with additional sampling and testing shall be included in the bid price of this Item.
5. The quality of the data from the sampling program is the Contractor's responsibility. The Contractor must furnish all qualified personnel, equipment and instruments necessary to carry out the sampling. Unless directed otherwise, all sampling procedures must follow the DEC sampling guidelines and protocols.
6. All sample containers shall be marked and identified with legible sample labels which shall indicate the project name, sample location and/or container, the sample number, the

date and time of sampling, preservatives utilized and other information that may be useful in determining the character of the sample. Chain-of-custody shall be tracked from laboratory issuance of sample containers through laboratory receipt of the samples.

7. The Contractor shall maintain a bound sample logbook. The Contractor shall provide DDC access to it at all times and shall turn it over to the DDC in good condition at the completion of the work. The following information, as a minimum shall be recorded to the log:
 1. Sample identification number
 2. Sample location
 3. Field observation
 4. Sample type
 5. Analyses
 6. Date/time of collection
 7. Collector's name
 8. Sample procedures and equipment utilized
 9. Date sent to laboratory and name of laboratory
8. The City reserves the right to direct the Contractor to conduct alternative sampling in lieu of the parameters described in subsection B2, if the situation warrants. The substitute sampling parameters shall be of equal or lesser monetary value than those described in subsection B2, as determined by industry laboratory pricing standards.
9. Only dedicated sampling equipment may be used to collect these samples. All equipment involved in field sampling must be decontaminated before being brought to the sampling location, and must be properly disposed after use.
10. Soils exceeding any of the hazardous characteristic criteria meet the legal definition of hazardous soils (rather than non-hazardous contaminated soils) and shall be transported or disposed of under Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soils. All analyses must be done by a laboratory that has received approval from the ELAP for the methods to be used. The Contractor must specify the laboratory in the MHP.

8.01 C2.2 METHOD OF MEASUREMENT

Quantities for samples shall be measured as the number of sets of samples that are tested. A set shall be defined as one (1) composite sample analyzed for the full range of parameters as specified in subsection B2.

8.01 C2.3 PRICE TO COVER

The unit price bid per set for Item 8.01 C2 shall include the cost of furnishing all labor, materials, equipment, plan, and insurance necessary for sampling, handling, transporting, testing, documentation, fees, permits and any other incidentals necessary to complete the work as specified herein for sampling and testing of contaminated/potentially hazardous soil.

Payment will be made under:

| ITEM NUMBER | ITEM | PAYMENT UNIT |
|-------------|---|--------------|
| 8.01 C2 | Sampling and Testing of Contaminated/
Potentially Hazardous Soil for Disposal Parameters | Set |

ITEM 8.01 H HANDLING, TRANSPORTING, AND DISPOSAL OF HAZARDOUS SOILS

8.01 H.1 WORK TO INCLUDE

General: This work shall consist of the handling, transportation and disposal of soils or materials that are listed as hazardous wastes or exhibit any of the characteristics of a hazardous waste, namely ignitability, corrosivity, reactivity, and toxicity, as defined in 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261. For the purpose of this specification, soils shall be defined as any materials excavated below the pavement and base for pavement.

Contaminated soils determined to be hazardous under Item 8.01 C2 shall be handled, transported, and disposed of under Item 8.01 H in accordance with the specifications herein.

The independent Environmental Consultant retained by the Contractor, as specified under Item 8.01 S – Health and Safety, shall conduct sampling and analysis of above soils to determine which soils are hazardous.

All work under Item 8.01 H shall be performed under the direct supervision of the Contractor's Environmental Consultant, as approved by the Program Management, Office of Environmental and Geotechnical Services (OEGS).

The Contractor shall ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of hazardous materials are in compliance with the applicable Federal, State, and Local statutes and regulations.

The Contractor shall document the excavation, handling, sampling, and testing, transportation and disposal of hazardous soils. The City shall be listed in the disposal documents as the waste generator.

The Contractor shall supply all equipment, material and labor required to conduct the specified work of this section.

The Contractor shall ensure that all operations associated with the handling, sampling, loading, transportation and disposal of hazardous soils are conducted in a manner to protect site personnel, the public and the environment, in accordance with all applicable Federal, State, and Local laws and regulations.

The Contractor shall decontaminate all equipment prior to its removal from the exclusion zone and/or following contact with hazardous materials, as detailed in Item 8.01 S - Health and Safety. Water generated during the decontamination process shall be disposed of under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

- A. **Material Handling Plan:** Within forty-five (45) calendar days after award of Contract, the Contractor shall submit to the Program Management, OEGS for review, a Material Handling Plan (MHP). The MHP must be approved by the Program Management, OEGS, prior to the Contractor's commencement of work. The MHP shall, at a minimum, consist of:
1. The Contractor's procedures for identifying contaminated/potentially hazardous soils during excavation, including instrumentation and calibration procedures to be used.
 2. The Contractor's procedures for safely handling hazardous soils or soils which have not yet been tested but are believed to be potentially hazardous.
 3. Identification of the Contractor's proposed waste transporter(s). This information shall include:
 - a. Name and waste transporter permit number

- b. Address
 - c. Name of responsible contact for the hauler
 - d. Telephone number for the contact
 - e. Any and all necessary permit authorizations for each type of waste transported
 - f. Previous experience in performing the type of work specified herein
4. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures could include, but are not limited to, agreements from the intended disposal or treatment facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility or the use of off-site stockpiling locations approved by the DEC.
 5. A backup facility, should the staging/stockpile areas become unavailable, insufficient in area or not be present by some other unforeseen difficulty.
 6. Identification of the Contractor's two proposed United State Environmental Protection Agency (EPA) or DEC approved RCRA TSD facilities for hazardous soils.
 7. The Contractor shall submit the following information prior to any transportation of soils regarding the temporary and final off-site TSD or facilities where it is proposing to take hazardous soils. The expense of furnishing all information will be included in the Contractor's bid price:
 - a. General Information
 - (1) Facility name and the EPA identification number
 - (2) Facility location
 - (3) Name of responsible contact for the facility
 - (4) Telephone number for contact
 - (5) Signed letter of agreement to accept waste as specified in this contract
 - (6) Signed letter of agreement with a TSD for disposal of waste that may not be land-disposed
 - (7) Unit of measure utilized at each facility for costing purposes
 - b. A listing of all permits, licenses, letters of approval, and other authorizations to operate, which are currently held and valid for the proposed facility as they pertain to receipt and management of wastes derived from this Contract.
 - c. A listing of all permits, licenses, letters of approval, and other authorizations to operate which have been applied for by the proposed facility.
 - d. The Contractor shall specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste. The Contractor shall identify the capacity available in the units and the capacity reserved for the subject waste.
 - e. The Contractor shall provide the date of the proposed facility(ies) last compliance inspection under RCRA.
 - f. A list of all active (unresolved) compliance orders, agreements, enforcement notices or notices of violations issued to the proposed facility shall be approved. The source and nature of the cause of violation shall be stated, if known.

8. Description of all sampling and analyses that will be needed to obtain disposal facility approval.

8.01 H.2 MATERIALS

- A. Containers shall be watertight as required in the DOT regulations and must meet all applicable regulations including but not limited to those in Attachment 2.
- B. Polyethylene (20 mil. thickness minimum) to be placed under and (10 mil. thickness minimum) over soil piles. If soils are placed in drums, polyethylene must be placed over the drums.

8.01 H.3 CONSTRUCTION DETAILS

A. Material Handling

1. The Contractor shall institute procedures to protect site personnel and the public from the non-hazardous and hazardous materials as described in Section 8.01 S - Health and Safety.
2. The Contractor shall handle hazardous soil as approved in the MHP.
3. Stockpiled materials at the temporary TSD facility shall be handled according to the facility requirements but at a minimum: shall be drummed or placed on and covered with polyethylene to protect against erosion and leaching into surrounding soils, the stockpile area shall be graded for positive drainage away from the pile, and shall be labeled while being held for sampling prior to permanent disposal.
4. Provide any dewatering that is necessary to complete the work. Water shall be disposed of in accordance with Item 8.01 W1 - Removal, Treatment and Discharge/Disposal of Contaminated Water.

B. Off-Site Transportation and Disposal

1. The Contractor shall furnish all labor, equipment and supplies required to transport hazardous materials from the work area to the off-site TSD facility(ies) and to acquire any other items and services required for transporting hazardous materials for storage and/or disposal at an approved off-site facility.
2. **Weight Measurement**
 - a. The Contractor shall submit the name and location of the facility where an off-site scale is located. The Contractor shall also submit a plan to the DDC for review outlining procedures on controlling trucks leaving the work site and on-route to the off-site scale. The Contractor shall be responsible for tracking all materials/vehicles from the site to the off-site scale.
 - b. The Contractor shall provide to the DDC certified tare and gross weight slips for each load received at the accepted facility which shall be attached to each returned manifest.
3. **General**
 - a. **Manifests:** The Contractor shall organize and maintain the material shipment records/manifests required by law.
 - b. The Contractor shall coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule. The schedule shall

be compatible with the availability of equipment and personnel for material handling at the job site.

- c. The Contractor shall inspect all vehicles leaving the project site to ensure that hazardous soils adhering to the wheels or under carriage are removed prior to the vehicle leaving the site.
- d. The Contractor shall obtain letters of commitment from the waste haulers and the TSD facility to haul and accept shipments. The letter shall indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed as necessary.

4. Hauling

- a. The Contractor shall not deliver waste to any facility other than the TSD facility(ies) listed on the shipping manifest.
- b. The Contractor shall coordinate manifesting, placarding, of shipments, and vehicle decontamination. All quantities shall also be measured and recorded upon arrival at the TSD facility. If any deviation between the two records occurs, the matter is to be reported immediately to the DDC and to be resolved by the Contractor to the satisfaction of the DDC.
- c. The Contractor shall be held responsible, at its own expense, for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site.
- d. The Contractor shall ensure that trucks are protected against contamination by properly covering and lining them with compatible material (such as polyethylene) or by decontaminating them prior to any use other than hauling hazardous materials.
- e. The Contractor shall be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.
- f. The Contractor shall only use the transporter(s) identified in the MHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from the DEC may transport this material. Any use of substitute or additional transporters must have previous written approval from the DDC at no additional cost to the City.
- g. The Contractor shall develop, document, and implement a policy for accident prevention.
- h. The Contractor shall not combine hazardous materials from other projects with material from this project.
- i. **The Contractor shall obtain for the City an EPA hazardous waste generator identification number and a representative of Program Management, OEGS will review and sign the manifest as the generator.**
- j. No materials shall be transported until approved by the DDC.

5. Off-Site Disposal

- a. The Contractor shall be responsible for acceptance of the materials at an approved TSD facility, for ensuring that the facility is properly permitted to accept the stated materials, and that the facility provides the stated storage and/or disposal services.

- b. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The Contractor is responsible for making the necessary arrangements to utilize the facility(ies), and the alternate facility(ies) must be approved in writing by the DDC in the same manner and with the same requirements as for the original facility(ies). This shall be done with no extra cost or delay to the City.
 - c. The Contractor shall submit all results and weights to the DDC.
 - d. **The Contractor is responsible to pay all fees associated with the generation and disposal of all excavated hazardous waste. These fees include, but are not limited to, the New York State Department of Finance and Taxation (DFT) quarterly fees for hazardous waste and the New York State DEC annual hazardous waste regulatory fee program. The Contractor shall submit a copy of proof of payment to the DDC and Program Management, OEGS.**
6. Equipment and Vehicle Decontamination
- The Contractor shall design and construct a portable decontamination station to be used to decontaminate equipment and vehicles exiting from the exclusion zone. The cost for this work shall be paid under Item 8.01 S - Health and Safety. Disposal of decontamination liquids is described under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
7. Record Keeping
- The Contractor shall obtain manifest forms, and complete the shipment manifest records required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight. Copies of each manifest shall be submitted to the DDC within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. Any manifest discrepancies shall be reported immediately to the DDC and be resolved by the Contractor to the satisfaction of the DDC.

8.01 H.4 METHOD MEASUREMENT

Quantities for hazardous soil shall be measured in tons satisfactorily delivered to the treatment, storage or disposal facility. The tonnage will be determined by off-site truck scales, as per subsection 8.01 H.3.B.2, that are capable of generating load tickets.

8.01 H.5 PRICE TO COVER

- A. The unit price bid per ton for Item 8.01 H shall include the cost of furnishing all labor, materials, equipment, plan, and insurance for excavation, handling, transportation, disposal, documentation, permits, fees, taxes, stockpiling, hauling, and any other incidentals necessary to complete the work as specified herein for handling, transporting and disposal of hazardous soils.
- B. Final disposal of non-hazardous materials shall be paid for under Item 8.01 C1 – Handling, Transporting and Disposal of Non-Hazardous Soils. Disposal of decontamination water shall be paid under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

C The independent Environmental Consultant shall be paid under Item 8.01 S – Health and Safety.

D. Backfill will be paid for under its respective item.

Payment will be made under:

| <u>ITEM NUMBER</u> | <u>ITEM</u> | <u>PAYMENT UNIT</u> |
|--------------------|---|---------------------|
| 8.01 H | Handling, Transporting, and Disposal of Hazardous Soils | Tons |

ITEM 8.01 S HEALTH AND SAFETY

8.01 S.1 WORK TO INCLUDE

Health and Safety Requirements

A. Scope of Work

It is the Contractor's responsibility to stage and conduct his work in a safe manner. The Contractor shall implement a Health and Safety Plan (HASP) for contaminated/hazardous soil intrusive activities as set forth in Occupational Safety and Health Administration (OSHA) Standards 1910.120 and 1926.650-652. The Contractor shall ensure that all workers have at a minimum hazard awareness training. The Contractor shall segregate contaminated work area in secured exclusion zones. These zones shall limit access to Contractor personnel specifically trained to enter the work area. The exclusion zone shall be set up to secure the area from the public and untrained personnel. The project health and safety program shall apply to all construction personnel including persons entering the work area. In addition, the Contractor shall protect the public from on-site hazards, including subsurface contaminants associated with on-site activities. The HASP shall be signed off by a Certified Industrial Hygienist and reviewed by Program Management, Office of Environmental and Geotechnical Services (OEGS).

Work shall include, but not be limited to:

1. Implementation of a baseline medical program.
2. Providing safety equipment and protective clothing for site personnel, including maintenance of equipment on a daily basis; replacement of disposable equipment as required; decontamination of clothing, equipment and personnel; and providing all other health and safety measures.
3. Providing, installing, operating and maintaining on-site emergency medical first aid equipment as specified in this section for which payment is not provided under other pay items in this Contract.
4. Providing, installing, operating, maintaining and decommissioning all equipment and personnel decontamination facilities specified within this section, including, but not limited to, the decontamination pad, decontamination water supply, decontamination water collection equipment and all other items and services required for the implementation of the health and safety requirements for which pay items are not provided elsewhere in this Contract.
5. Provide the minimum health and safety requirements for excavation activities within the limits of this Contract.
6. Implement and enforce a HASP: The HASP as presented in these specifications is dynamic with provisions for change to reflect new information, new practices or procedures, changing site environmental conditions or other situations which may affect site workers and the public. The HASP will also address measures for community protection, accident prevention, personnel protection, emergency response/contingency planning, air monitoring, odor control and hazardous chemicals expected on site. Providing a Confined Space Entry Program as defined in the Occupational Safety and Health Act, Confined Space Entry Standard, 29 CFR 1910.146.

B. Environmental Consulting Services

The Contractor shall retain an independent Environmental Consultant to obtain all permits and perform all field screening, air monitoring, community air monitoring, soil sampling, and health and safety services. The independent Environmental Consultant shall at a minimum provide documentation to the Program Management, OEGS demonstrating the minimum requirements as set forth below:

1. The independent Environmental Consultant project supervisor on site and other designated key personnel shall have a minimum of three (3) years experience in the environmental field dealing with issues associated with contaminated soils. Such experience shall include oversight on environmental, specifically volatile organic compound and dust monitoring services as a routine part of its daily operations.
2. The independent Environmental Consultant must be experienced in work of this nature, size, and complexity and must have previous experience in working with the DEC.
3. The independent Environmental Consultant shall furnish a project listing identifying the location, nature of services provided, owner, owner's contact, contact's telephone number, project duration and value for at least five (5) projects within the last three (3) years.
4. If conditions within the exclusion zone are deemed hazardous, then the Contractor and its independent Environmental Consultant shall ensure that all personnel working within identified exclusion zones and/or involved (direct contact) with the handling, storage or transport of hazardous and contaminated materials shall have completed a minimum of forty (40) hours of Health and Safety Training on Hazardous Waste Sites in accordance with 29 CFR 1910.120(e). The training program shall be conducted by a qualified safety instructor. If conditions in the exclusion zone are deemed to be non-hazardous, the independent Environmental Consultant shall provide site specific training.
5. The Contractor shall ensure that on-site management and supervisors directly responsible for or who supervise employees engaged in hazardous waste operations shall receive the training specified in above and at least eight (8) additional hours of specialized training on managing such operations at the time of job assignment.

C. Submittals

1. The Contractor shall submit, a written HASP, as specified herein, to Program Management, OEGS for review and comment. The written HASP shall be submitted, within thirty (30) calendar days after the availability of analytical results of the soil and groundwater testing, as required under Section 8.01 C2 and Section 8.01 W2. The Contractor shall make all necessary revisions required by Program Management, OEGS and resubmit the HASP to the Program Management, OEGS for acceptance. Start-up work for the project will not be permitted until written acceptance has been issued by the Program Management, OEGS.
2. Daily safety logs shall be maintained by the Contractor and shall be submitted to the DDC either on request or on completion of the work. Training logs shall be maintained by the Contractor and submitted to the DDC either on request or on completion of the work. Daily logs on air monitoring during excavation activities shall be prepared and maintained by the Contractor and submitted to the DDC either on request or upon completion of the work.
3. A closeout report shall be submitted by the Contractor to the DDC upon completion of the work within the defined exclusion zones. This report shall summarize the daily safety and monitoring logs and provides an overview of the Contractor's performance

regarding environmental and safety issues. The report shall carefully document all areas where contamination has been found including pictures, addresses of locations, and potential sources.

4. **Medical Surveillance Examinations:** The Contractor shall submit to the DDC the name, office address and telephone number of the medical consultant utilized. Evidence of baseline medical examinations together with the evidence of the ability to wear National Institute for Occupational Safety and Health (NIOSH) approved respirators (as specified in American National Standards Institute (ANSI) Z88.6) shall be provided to the DDC for all construction personnel who are to enter the exclusion zones.
5. **Accident Reports:** All accidents, spills, or other health and safety incidents shall be reported to the DDC.

D. Health and Safety Plan

The HASP shall comply with OSHA regulations 29 CFR 1910.120/1926.65. This document shall at a minimum contain the following:

1. Description of work to be performed
2. Site description
3. Key personnel
4. Worker training procedures
5. Work practices and segregation of work area
6. Hazardous substance evaluation
7. Hazard assessment
8. Personal and community air monitoring procedures and action levels
9. Personal protective equipment
10. Decontamination procedures
11. Safety rules
12. Emergency procedures
13. Spill control, dust control, vapor/odor suppression procedures
14. Identification of the nearest hospital and route
15. Confined space procedures
16. Excavation safety procedures

8.01 S.2 MEASUREMENT

Health and Safety Requirements

- A. 25% of the lump sum price will be paid when the following items are implemented or mobilized:

- Medical surveillance program
- Health and safety training
- Health and safety plan
- Environmental and personnel monitoring
- Instrumentation
- Spill control
- Dust control
- Personnel and equipment decontamination facilities
- Personnel protective clothing
- Communications
- Mobilization

- B. 50% will be paid in proportional monthly amounts over the period of work.

- C 25% will be paid when the operation is demobilized and removed from the project site.

8.01 S.3 PRICE TO COVER

Health and Safety Requirements

The lump sum price bid for the health and safety requirements shall include all labor, materials, equipment, and insurance necessary to complete the work in accordance with these specifications. The price bid shall include, but not be limited to, the following:

- A. Providing training, safety personnel, air monitoring and medical examinations as specified.
- B. Providing safety equipment and protective clothing for site personnel, including maintenance of equipment on a daily basis; replacement of disposable equipment as required; decontamination of clothing, equipment and personnel; and all other health and safety activities or costs not paid for under other pay items in this Contract.
- C. Providing, installing, operating and maintaining on-site emergency medical and first aid equipment. This includes all furnishings, equipment, supplies and maintenance of all medical equipment, and all other health and safety items and services for which payment is not provided under other pay items in this Contract.
- D. Providing, installing, operating, maintaining, and decommissioning all personnel and equipment decontamination facilities, including decontamination pad, decontamination water supply, and all other items and services required for the implementation of the health and safety requirements for which pay items are not provided elsewhere in this Contract. Vehicle decontamination pads shall be included in the price of this item. Disposal of decontamination fluid shall be paid for under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
- E. Spill Control
 - 1. Payment shall account for furnishing, installing, and maintaining all spill control equipment and facilities. Payment will include equipment and personnel to perform emergency measures required to contain any spillage and to remove spilled materials and soils or liquids that become contaminated due to spillage during work within the exclusion zones and handling of excavated soils and liquids from these areas. This collected spill material will be properly disposed of.
 - 2. Payment under this item shall not include testing, handling, transportation or disposal of petroleum-contaminated/potentially hazardous soils excavated during construction. The price for this work will be paid for under Items 8.01 C1 – Handling, Transporting and Disposal of Non-Hazardous Contaminated Soils, 8.01 C2 – Sampling and Testing of Contaminated/Potentially Hazardous Soil for Disposal Parameters or 8.01 H – Handling, Transporting and Disposal of Hazardous Soils, as appropriate.
- F. Dust Control

Payment shall account for furnishing, installing, and maintaining dust control equipment and facilities to be used whenever applicable dust levels are exceeded. Payment will include all necessary labor, equipment, clean water, foam, and all other materials required by the Dust Control Plan. The DOH Community Air Monitoring Plan (CAMP) may be used as guidance.
- G. Vapor/Odor Suppression

Payment shall account for furnishing, installing and maintaining vapor/odor control equipment and facilities to be used whenever organic vapor monitoring or the presence of odors indicates that vapor suppression is required to protect workers or the public. Payment will include all

necessary labor, equipment, clean water, foam and all other materials required by the Vapor/Odor Suppression Plan.

H. Mobilization/Demobilization

1. Mobilization

Payment shall include but not be limited to:

- a. All work required to furnish, install and maintain all signs, fencing, support zone facilities, parking areas and all temporary utilities;
- b. All work required to furnish, install, and maintain an office space with phone and utilities for health and safety personnel;
- c. All work required for complete preparation of lay down area for roll-off containers, including sampling, and any required fencing;
- d. All direct invoiced cost from bonding companies and government agencies for permits and costs of insurance; and
- e. All other items and services required for mobilization and site preparation.

2. Demobilization

Payment shall include but not be limited to: All work required to sample the area; remove from the site all equipment, temporary utilities and supporting facilities; performance of necessary decontamination and repairs; disposal of disposable equipment and protective gear and other items and services required for complete demobilization.

Payment will be made under:

| <u>ITEM NUMBER</u> | <u>ITEM</u> | <u>PAYMENT UNIT</u> |
|--------------------|-------------------|---------------------|
| 8.01 S | Health and Safety | Lump Sum |

ITEM 8.01 W1 REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER

8.01 W1.1 WORK TO INCLUDE

General: This work shall consist of the proper removal and disposal of all contaminated groundwater and decontamination water generated during construction operations. The Contractor shall be solely responsible for the proper disposal or discharge of all contaminated water generated at the job site. The Contractor will have the option of treating water on-site for discharge to the combined sanitary/storm sewer system or removing contaminated water for off-site disposal. The Contractor shall be responsible to choose a method compatible to the construction work and shall be compensated on a per day basis regardless of method employed. The Contractor will be compensated for only those days where the system is in full operation.

The Contractor shall retain a dewatering/water treatment Specialist (hereinafter the "Specialist") and laboratory as specified under Item 8.01 W2 – Sampling and Testing of Contaminated Water, to conduct any testing that may be required for disposal of impacted water.

The dewatering/water treatment Specialist is responsible to obtain all permits; perform all water sampling, testing; and provide ancillary services related to dewatering and water treatment. The Specialist shall at a minimum provide documentation to the Program Management, Office of Environmental and Geotechnical Services (OEGS) demonstrating the minimum requirements as set forth below:

1. The Specialist shall demonstrate that it has, at a minimum, three (3) years experience in the design of dewatering plans. The Specialist should demonstrate expertise dealing with issues associated with contaminated water. During that three (3) year period, the Specialist shall demonstrate that it provided dewatering and water treatment systems as a routine part of its daily operations.
2. The Specialist must be experienced in work of this nature, size, and complexity and must have previous experience in working with the DEC.
3. The Specialist shall furnish a project listing identifying the location, nature of services provided, owner, owner's contact, contact's telephone number, project duration and value for at least five (5) projects within the last three (3) years of a similar nature, size, and complexity to this one.
4. If conditions within the exclusion zone are deemed hazardous, then the Contractor and its independent Environmental Consultant shall ensure that all personnel working within identified exclusion zones and/or involved (direct contact) with the handling, storage or transport of hazardous and contaminated material shall have completed a minimum of forty (40) hours of Health and Safety Training on Hazardous Waste Sites in accordance with 29 CFR 1910.120(e). The training program shall be conducted by a qualified safety instructor. If conditions in the exclusion zone are deemed to be non-hazardous, the Specialist shall be responsible to provide site-specific training to its employees and other affected personnel.
5. The Contractor shall ensure that on-site management and supervisors directly responsible for or who supervise employees engaged in hazardous waste operations shall receive the training specified in above and at least eight (8) additional hours of specialized training on managing such operations at the time of job assignment.

The Contractor shall document all operations associated with the handling, sampling and disposal of contaminated water, and ensure that they are in compliance with applicable Federal, State and Local statutes and regulations.

The Contractor shall supply all labor, equipment, transport, plant, material, treatment, and other incidentals required to conduct the specified work of this section.

If water will be disposed of into the combined sanitary/storm sewer system, the Contractor shall ensure the Specialist treats the water to comply with the New York City Department of Environmental Protection (DEP) Sanitary/Combined and Storm Sewer Effluent Limit concentrations prior to discharge. The Contractor is responsible for providing settling or filtering tanks and any other apparatus required by DEP. Alternatively, the Contractor can provide a plan for transport and disposal at an off-site waste disposal facility.

Within forty-five (45) calendar days after award of Contract, the Contractor shall submit to the Program Management, OEGS for review, a Water Handling Plan (WHP). The WHP must be approved by the Program Management, OEGS, prior to the Contractor's commencement of work. The minimum requirements for the WHP are specified herein Item 8.01W 1.2, for each type of disposal (disposal into the combined sanitary/storm sewer or off-site disposal). The Contractor shall maintain a complete, up to date copy of the WHP on the job site at all times.

8.01 W1.2 CONSTRUCTION DETAILS

For each disposal method the Contractor proposes to utilize (disposal to combined sanitary/storm sewer or off-site disposal), the WHP shall include the information required in paragraphs A and B below, as appropriate.

A. On-site treatment and discharge into New York City combined sanitary/storm sewers.

1. Regulations: The Contractor shall comply with all applicable regulations. This includes but may not be limited to:
Title 15-New DEP Sewer Use Regulations.
2. Permits: The Contractor is solely responsible to obtain all necessary and appropriate Federal, State and Local permits and approvals. The Contractor will be responsible for performing all and any system pilot tests required for permit approval. This includes but may not be limited to:
 - a. Industrial waste approval for the New York City sewer system.
 - b. Groundwater discharge permit for the New York City sewer system (DEP Division of Sewer Regulation and Control), if discharge to sewer exceeds 10,000 gallons per day.
 - c. The Contractor shall comply with DEC State Pollutant Discharge Elimination System (SPDES) Permit Number GP-0-10-001, General Permit for Stormwater Discharges.
 - d. Long Island well point permit for Brooklyn and Queens sites, if well points are used for dewatering.
 - e. Wastewater quality control application, DEP.
3. The WHP for this portion of the work shall include at a minimum:

- a. Identification and design of Contractor's proposed treatment to assure that the water meets the DEP sewer use guidelines prior to discharge to the sewer, including identification of all materials, procedures, settling or filtering tanks, filters and other appurtenances proposed for treatment and disposal of contaminated water.
- b. The name, address and telephone number of the contact for the Contractor's proposed chemical laboratory, as well as the laboratory's certifications under Federal, State or non-governmental bodies.
- c. The name, address and telephone number of the contact for the Contractor's proposed independent Environmental Consultant.
- d. Copies of all submitted permit applications and approved permits the Contractor have received.

4. Materials

The Contractor shall supply all settling or filtering tanks, pumps, filters, treatment devices and other appurtenances for treatment, temporary storage and disposal of contaminated water. All equipment shall be suitable for the work described herein.

5. Execution

- a. The Contractor is solely responsible for disposal of all water, in accordance with all Federal, State and Local regulations.
- b. The Contractor is solely responsible for any treatment required to assure that water discharged into the sewer is in compliance with all permits and Federal, State and Local statutes and regulations.
- c. The Contractor is solely responsible for the quality of the water disposed of into the sewers.
- d. The Contractor is responsible for sampling and testing of water for the DEP Sanitary/Combined and Storm sewer Effluent Limit concentrations. The quality of the data is the Contractor's responsibility. Any sampling and testing shall be conducted and paid in accordance with Item 8.01 W2 - Sampling and Testing of Contaminated Water.
- e. The Contractor shall be responsible to maintain the discharge rate to the sewer such that all permit requirements are met, the capacity of the sewer is not exceeded and no surcharging occurs downstream due to the Contractor's actions. Dewatering by means of well points or deep wells will not be allowed in the Boroughs of Brooklyn or Queens where the rate of pumping exceeds forty-five (45) gallons per minute unless the appropriate permit has been secured from the DEC.
- f. Disposal of Treatment Media
 - (1) The Contractor shall be responsible for disposal or recycling of treatment media in accordance with all Federal, State and Local regulations.
 - (2) The Contractor shall provide the DDC with all relevant documentation concerning the disposal of treatment media, including manifests, bills of

lading, certificates of recycling or destruction and other applicable documentation.

- (3) **Disposal of treatment media shall not be considered as a separate pay item; instead it shall be considered as incidental work thereto and included in the unit price bid.**

B. Off-Site Disposal

1. Regulations: The Contractor shall conform to all applicable Federal, State and Local regulations pertaining to the transportation, storage and disposal of any hazardous and/or non-hazardous materials as listed in Attachment 2.
2. The following shall be submitted to the DDC prior to initiating any off-site disposal:
 - a.
 - (1) Name and waste transporter permit number
 - (2) Address
 - (3) Name of responsible contact for the hauler
 - (4) Any and all necessary permit authorizations for each type of waste transported
 - (5) Previous experience in performing the type of work specified herein
 - b. General information for each proposed treatment/disposal facility and at least one backup treatment/disposal facility
 - (1) Facility name and EPA identification number
 - (2) Facility location
 - (3) Name of responsible contact for the facility
 - (4) Telephone number for contact
 - (5) Unit of measure utilized at facility for costing purposes
 - c. A listing of all permits, licenses, letters of approval and other authorizations to operate, which are currently held and valid for the proposed facility as they pertain to receipt and management of the wastes derived from this Contract.
 - d. A listing of all permits, licenses, letters of approval and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued. Provide dates of application(s) submitted. Planned submittals shall also be noted.
 - e. The Contractor shall specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste and provide dates of construction and beginning of use, if applicable. Drawings may be provided. The Contractor shall identify the capacity available in the units and the capacity reserved for the subject waste.
 - f. The Contractor shall provide the date of the proposed facility's last compliance inspection.

- g. A list of all active (unresolved) compliance orders, agreements, enforcement notices or notices of violations issued to the proposed facility shall be submitted. The source and nature of the cause of violation shall be stated, if known. If groundwater contamination is noted, details of the facility's groundwater monitoring program shall be provided.
- h. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

3. Materials

All vessels for temporary storage and transport to an off-site disposal facility shall be as required in DOT regulations.

4. Execution

a. General

- (1) The Contractor shall organize and maintain the material shipment records/manifolds required by Federal, State and Local law. The Contractor shall include all bills of lading, certificates of destruction, recycling or treatment and other applicable documents.
- (2) The Contractor shall coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule. The schedule shall be compatible with the availability of equipment and personnel for material handling at the job site.
- (3) The Contractor shall inspect all vehicles leaving the project site to ensure that contaminated liquids are not spilling and are contained for transport.
- (4) The Contractor shall obtain letters of commitment from the waste haulers and the treatment, disposal or recovery facility to haul and accept shipment. The letter shall indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed as necessary.
- (5) The Contractor shall verify the volume of each shipment of water from the site.
- (6) The Contractor is responsible for sampling and testing of water for off-site disposal. The quality of the data is the Contractor's responsibility. Any sampling and testing shall be conducted and paid in accordance with Item 8.01 W2 – Sampling and Testing of Contaminated Water.
- (7) The Contractor shall be responsible for any additional analyses required by the TSD facility, and for the acceptance of the water at an approved TSD facility.

b. Hauling

- (1) The Contractor shall not deliver waste to any facility other than the TSD facility(ies) listed on the shipping manifest.

- (2) The Contractor shall coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities shall also be measured and recorded upon arrival at the TSD facility(ies). If any deviation between the two records occurs, the matter is to be reported immediately to the DDC and shall be resolved by the Contractor to the satisfaction of the DDC.
- (3) The Contractor shall be held responsible for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site. This cleanup shall be accomplished at the Contractor's expense.
- (4) The Contractor shall be responsible for inspecting the access routes for road conditions, overhead clearance and weight restrictions.
- (5) The Contractor shall only use the transporter(s) identified in the WHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from DEC may transport this material. Any use of substitute or additional transporters must have previous written approval from the DDC at no additional cost to the City.
- (6) The Contractor shall develop, document, and implement a policy for accident prevention.
- (7) The Contractor shall not combine waste materials from other projects with material from this project.
- (8) The Contractor shall obtain for the City a hazardous waste generator identification number and will sign the manifest as the generator, if necessary.
- (9) No material shall be transported until approved by the DDC.

c. Disposal Facilities

- (1) The Contractor shall use only the TSD facility(ies) identified in the WHP for the performance of the work. Substitutions or additions shall not be permitted without prior written approval from the Program Management, OEGS, and, if approved, shall be at no extra cost to the City.
- (2) The Contractor shall be responsible for acceptance of the material at an approved TSD facility, for ensuring that the facility is properly permitted to accept the stated material, and that the facility provides the stated storage and/or disposal services.
- (3) The DDC reserves the right to contact and visit the disposal facility and regulatory agencies to verify the agreement to accept the stated material and to verify any other information provided. This does not in any way relieve the Contractor of his responsibilities under this Contract.
- (4) In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The Contractor is responsible for making the necessary arrangements to utilize the facility(ies), and the alternate facility(ies) must be

approved in writing by the DDC in the same manner and with the same requirements as for the original facility(ies). This shall be done with no extra cost or delay to the City.

d. Equipment and Vehicle Decontamination

- (1) The Contractor shall design and construct a portable decontamination station to be used to decontaminate equipment and vehicles exiting the exclusion zone. The cost for this work shall be paid under Item 8.01 S – Health and Safety.

8.01 W1.3 METHOD OF MEASUREMENT

The quantity for on-site treatment and discharge or off-site disposal shall be on a per day basis.

8.01 W1.4 PRICE TO COVER

- A. The per day price bid for Item 8.01 W1 shall include the cost of furnishing all labor, materials, equipment, plan, and insurance for handling, transportation, disposal, documentation, permits, hauling, mobilization and demobilization, and any other incidentals thereto to complete the work.
- B. The Contractor will not be paid for water that is within the DEP Sewer Discharge Limits.

Payment will be made under:

| <u>ITEM NUMBER</u> | <u>ITEM</u> | <u>PAYMENT UNIT</u> |
|--------------------|---|---------------------|
| 8.01 W1 | Removal, Treatment and Disposal/Discharge of Contaminated Water | Day |

ITEM 8.01 W2 SAMPLING AND TESTING OF CONTAMINATED WATER

8.01 W2.1 WORK TO INCLUDE

A. Description

The work shall consist of sampling and testing of potentially contaminated groundwater, surface runoff within the excavated area and all contaminated water generated during the decontamination process.

B. Sampling and Testing

1. The Contractor is responsible, at a minimum, for sampling and testing of contaminated water for the DEP Sanitary/Combined and Storm Sewer Effluent Limit concentrations as listed in Attachment 1, and in accordance with the DDC-approved SSP/FSP and the Investigation HASP, as specified in 8.01 C2. The quality of the data is the Contractor's responsibility. Any additional testing required by the Federal, State and/or disposal facilities shall be included in the bid price of this Item.
2. All sampling and testing shall be conducted by a person trained in sampling protocols using accepted standard practices and/or the DEC sampling guidelines and protocols.
3. All sample containers shall be marked with legible sample labels which shall indicate the project name, sample location and/or container, the sample number, the date and time of sampling, preservatives utilized, how the sample was chilled to 4 degrees Celsius, and other information that may be useful in determining the character of the sample.
4. Chain-of-custody shall be tracked from laboratory issuance of sample containers through receipt of the samples.
5. The Contractor shall maintain a bound sample log book. The Contractor shall provide the DDC access to it at all times and shall turn it over to the DDC in good condition at the completion of the work. The following information, as a minimum, shall be recorded to the log:
 - a. Sample identification number
 - b. Sample location
 - c. Field observation
 - d. Sample type
 - e. Analyses
 - f. Date/time of collection
 - g. Collector's name
 - h. Sample procedures and equipment used
 - i. Date sent to laboratory/name of laboratory
6. Only dedicated sampling equipment may be used to collect these samples. All equipment involved in field sampling must be decontaminated before being brought to the site, and must be properly disposed of after use.

7. Samples shall be submitted to the Contractor's laboratory within the holding times for the parameters analyzed.
8. All analyses must be done by a laboratory that has received approval from the DOH's ELAP for the methods to be done. The Contractor must specify the laboratory in the WHP.
9. Analytical results for water discharged to the sewer and for off-site disposal must be submitted to the DDC no later than five (5) days after sample collection.
10. The City reserves the right to direct the Contractor to conduct alternative sampling in lieu of the parameters described above, if the situation warrants. The substitute sampling parameters shall be of equal or lesser monetary value than those described above, as determined by industry laboratory pricing standards.

8.01 W2.2 METHOD OF MEASUREMENT

Quantities for samples shall be measured as the number of sets of samples that are tested for the DEP Sanitary/Combined and Storm Sewer Effluent Limit concentrations. A set shall be defined as one (1) representative sample analyzed for the full range of DEP parameters as specified in attachment 1.

8.01 W2.3 PRICE TO COVER

The unit price bid per set for Item 8.01 W2 shall include the cost of furnishing all labor, materials, equipment, plan, and insurance for handling, transport, sampling, testing, documentation, permits, other incidentals necessary to complete the work of sampling and testing of contaminated water. Any additional costs incurred by the Contractor for sampling and testing of contaminated water shall be included in the bid price of this Item.

Payment will be made under:

| <u>ITEM NUMBER</u> | <u>ITEM</u> | <u>PAYMENT UNIT</u> |
|--------------------|--|---------------------|
| 8.01 W2 | Sampling and Testing of Contaminated Water | Set |

**ATTACHMENT 1: NYCDEP LIMITATIONS FOR DISCHARGE TO STORM,
SANITARY/COMBINED SEWER**

**NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTEWATER TREATMENT**

Limitations for Effluent to Sanitary or Combined Sewers

| Parameter ¹ | Daily Limit | Units | Sample Type | Monthly Limit |
|---------------------------------|------------------|----------|---------------|---------------|
| Non-polar material ² | 50 | mg/l | Instantaneous | --- |
| pH | 5-11 | SU's | Instantaneous | --- |
| Temperature | < 150 | Degree F | Instantaneous | --- |
| Flash Point | > 140 | Degree F | Instantaneous | --- |
| Cadmium | 2 | mg/l | Instantaneous | --- |
| | 0.69 | mg/l | Composite | --- |
| Chromium (VI) | 5 | mg/l | Instantaneous | --- |
| Copper | 5 | mg/l | Instantaneous | --- |
| Lead | 2 | mg/l | Instantaneous | --- |
| Mercury | 0.05 | mg/l | Instantaneous | --- |
| Nickel | 3 | mg/l | Instantaneous | --- |
| Zinc | 5 | mg/l | Instantaneous | --- |
| Benzene | 134 | ppb | Instantaneous | 57 |
| Carbontetrachloride | --- | --- | Composite | --- |
| Chloroform | --- | --- | Composite | --- |
| 1,4 Dichlorobenzene | --- | --- | Composite | --- |
| Ethylbenzene | 380 | ppb | Instantaneous | 142 |
| MTBE (Methyl-Tert-Butyl-Ether) | 50 | ppb | Instantaneous | --- |
| Naphthalene | 47 | ppb | Composite | 19 |
| Phenol | --- | --- | Composite | --- |
| Tetrachloroethylene (Perc) | 20 | ppb | Instantaneous | --- |
| Toluene | 74 | ppb | Instantaneous | 28 |
| 1,2,4 Trichlorobenzene | --- | --- | Composite | --- |
| 1,1,1 Trichloroethane | --- | --- | Composite | --- |
| Xylenes (Total) | 74 | ppb | Instantaneous | 28 |
| PCB's (Total) ³ | 1 | ppb | Composite | --- |
| Total Suspended Solids (TSS) | 350 ⁴ | mg/l | Instantaneous | --- |
| CBOD ⁵ | --- | --- | Composite | --- |
| Chloride ⁵ | --- | --- | Instantaneous | --- |
| Total Nitrogen ⁵ | --- | --- | Composite | --- |
| Total Solids ⁵ | --- | --- | Instantaneous | --- |

¹ All handling and preservation of collected samples and laboratory analyses of samples shall be performed in accordance with 40 C.F.R. pt. 136. If 40 C.F.R. pt. 136 does not cover the

pollutant in question, the handling, preservation, and analysis must be performed in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater." All analyses shall be performed using a detection level less than the lowest applicable regulatory discharge limit. If a parameter does not have a limit, then the detection level is defined as the least of the Practical Quantitation Limits identified in NYSDEC's Analytical Detectability and Quantitation Guidelines for Selected Environmental Parameters, December 1988

- 2 Analysis for *non-polar materials* must be done by EPA method 1664 Rev. A. Non-Polar Material shall mean that portion of the oil and grease that is not eliminated from a solution containing N-Hexane, or any other extraction solvent the EPA shall prescribe, by silica gel absorption.
- 3 Analysis for PCB=s is required if *both* conditions listed below are met:
 - 1) if proposed discharge $\geq 10,000$ gpd;
 - 2) if duration of a discharge > 10 days.Analysis for PCB=s must be done by EPA method 608 with MDL= <65 ppt. PCB's (total) is the sum of PCB-1242 (Arochlor 1242), PCB-1254 (Arochlor 1254), PCB-1221 (Arochlor 1221), PCB-1232 (Arochlor 1232), PCB-1248 (Arochlor 1248), PCB-1260 (Arochlor 1260) and PCB-1016 (Arochlor 1016).
- 4 For discharge $\geq 10,000$ gpd, the TSS limit is 350 mg/l. For discharge $< 10,000$ gpd, the limit is determined on a case by case basis.
- 5 Analysis for Carbonaceous Biochemical Oxygen Demand (CBOD), Chloride, Total Solids and Total Nitrogen are required if proposed discharge $\geq 10,000$ gpd.

ATTACHMENT 2: APPLICABLE REGULATIONS

Applicable regulations include, but are not limited to:

1. 49 CFR 100 to 179 - DOT Hazardous Materials Transport and Manifest System Requirements
2. New York State Department of Environmental Conservation (DEC), Spills Technology and Remediation Series (STARS) Memo #1
3. 6 NYCRR 360-1 DEC Solid Waste Management Facilities
4. 6 NYCRR 364- Waste Transporter permits
5. Local restrictions on transportation of waste/debris
6. 40 CFR 260 to 272 - Hazardous Waste Management (RCRA)
7. 6 NYCRR 371 - Identification and Listing of Hazardous Wastes
8. 6 NYCRR 372 - Hazardous Waste Manifest System and Related Standards for Generators, Transporters and Facilities
9. 6 NYCRR 373-1 - Hazardous Waste Treatment, Storage and Disposal Facility Permitting Requirements
10. 6 NYCRR 376 - Land Disposal Restrictions
11. Posted weight limitations on roads or bridges
12. Transportation Skills Programs, Inc. 1985 - Hazardous Materials and Waste Shipping Papers and Manifests
13. Other local restrictions on transportation of waste/debris
14. Occupational Safety and Health Administration (OSHA), Standards and Regulations, 29 CFR 1910 (General Industry)
15. OSHA 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response
16. OSHA Safety and Health Standards 29 CFR 1926 (Construction Industry)
17. OSHA 29 CFR 1910.146 Confined Space Entry Standard
18. Standard Operating Safety Guidelines, EPA Office of Emergency and Remedial Response Publication, 9285.1-03
19. NIOSH / OSHA / USCG / EPA Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities (1986)
20. U.S. Department of Health and Human Services (DHHS) "NIOSH Sampling and Analytical Methods," DHHS (NIOSH) Publication 84-100
21. ANSI, Practice for Respiratory Protection, Z88.2 (1980)
22. ANSI, Emergency Eyewash and Shower Equipment, Z41.1 (1983)
23. ANSI, Protective Footwear, Z358.1 (1981)
24. ANSI, Physical Qualifications for Respirator Use, Z88.6 (1984)
25. ANSI, Practice for Occupational and Educational Eye and Face Protection, Z87.1 (1968)
26. Water Pollution Control Federation "Manual of Practice No. 1, Safety in Wastewater Works"

27. NFPA No. 327 "Standard Procedures for Cleaning and Safeguarding Small Tanks and Containers"
28. Occupational Safety and Health Act Confined Space Entry Standard 29 CFR 1910.146.87
29. Department of Transportation 49 CFR 100 through 179
30. Department of Transportation 49 CFR 387 (46 FR 30974, 47073)
31. Environmental Protection Agency 40 CFR 136 (41 FR 52779)
32. Environmental Protection Agency 40 CFR 262 and 761
33. Resource Conservation and Recovery Act (RCRA)
34. Any transporter of hazardous or non-hazardous materials shall be licensed in the State of New York and all other states traversed in accordance with all applicable regulations.

ATTACHMENT 3: DEFINITIONS

Contaminated Groundwater and Decontamination Fluids: Groundwater within the excavation trench or decontamination water that contains regulated compounds above the NYCDEP Discharge to Sanitary/Combined Sewer Effluent limits.

Disposal or Treatment Facility: A facility licensed to accept either non-hazardous regulated waste or hazardous waste for either treatment or disposal.

Exclusion Zone: Work area that will be limited to access by Contractor personnel specifically trained to enter the work area only. The exclusion zone will be set up to secure the area from the public and untrained personnel. The project health and safety program will apply to all construction personnel including persons entering the work area.

Hazard Assessment: An assessment of any physical hazards that may be encountered on a work site.

Hazardous Soils: Soils that exhibit any of the characteristics of a hazardous waste, namely ignitability, corrosivity, reactivity, and toxicity, as defined in 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261.

Hazardous Substance Evaluation: An evaluation of the possible or known presence of any hazardous substances that may be encountered on a job site. This evaluation is included in the Health and Safety Plan and will include the identification and description of any hazardous substances expected to be encountered. Material Safety Data Sheets (MSDS) will be included for each substance.

Health and Safety Plan: A plan employed at a work site that describes all the measures that will be taken to assure that all work is conducted in a safe manner, and that the health of the workers and the public will be insured.

Material Handling Plan: A plan outlining the methods that will be employed to handle, transport and dispose of contaminated materials.

Non-Hazardous Contaminated Soils: Soils which exhibit a distinct chemical or petroleum odor, or exhibit elevated photoionization detector readings but are not classified as hazardous waste under 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261.

New York State Health Department's Environmental Laboratory Approval Program: A program by which the state of New York approves and accredits environmental testing laboratories.

PCBs: Polychlorinated biphenyls are a group of toxic compounds commonly used as a coolant in transformers and other electrical components.

Photoionization Detector: A hand held instrument used to measure volatile organic compounds in air. The instrument ionizes the organic molecules through the use of an ultraviolet lamp.

RCRA Hazardous Waste Characteristics: Characteristics of a material which may indicate the material is hazardous. These include: ignitability corrosivity, reactivity, and toxicity.

Total Petroleum Hydrocarbons: An analytical procedure used to determine the total amount of petroleum compounds in a material.

ATTACHMENT 4: PHASE II SUBSURFACE CORRIDOR INVESTIGATION REPORT

- Final -

**Phase II Subsurface Corridor Investigation Report for
BMP NC-16, Storm and Sanitary Sewer Construction and Water Main
Replacement in Mason Avenue
Between Slater Boulevard and Adams Avenue, etc.
Staten Island, New York**

DDC PROJECT NO. MIBBNC003

WOL NO. 13164-LBA-4-12098

CONTRACT REGISTRATION NO. 20151405733

Prepared for:



Office of Environmental and Geotechnical Services

30-30 Thomson Avenue, 3rd Floor

Long Island City, New York 11101

Prepared by:



Louis Berger US, Inc.

48 Wall Street, 16th Floor

New York, NY 10005

Tel. (212) 612-7900 Fax (212) 363-4341

PROJECT NO. 2011040.305

November 3, 2017

TABLE OF CONTENTS

EXECUTIVE SUMMARY ES-1

1.0 INTRODUCTION 1

 1.1 SUMMARY OF PREVIOUS ENVIRONMENTAL INVESTIGATIONS 2

 1.2 SCOPE OF WORK 3

2.0 CORRIDOR INFORMATION 5

 2.1 CORRIDOR LOCATION, DESCRIPTION AND USE 5

 2.2 DESCRIPTION OF SURROUNDING PROPERTIES..... 5

 2.3 CORRIDOR AND REGIONAL TOPOGRAPHIC SETTING 5

 2.4 CORRIDOR AND REGIONAL GEOLOGY 5

 2.5 CORRIDOR AND REGIONAL HYDROGEOLOGY 6

3.0 CORRIDOR EVALUATION 8

 3.1 SOIL QUALITY INVESTIGATION 8

 3.2 LABORATORY ANALYSES..... 10

 3.3 DATA EVALUATION..... 11

4.0 FINDINGS..... 12

 4.1 FIELD SCREENING 12

 4.2 LABORATORY ANALYTICAL RESULTS..... 12

 4.2.1 Target Compound List (TCL) Volatile Organic Compounds (VOCs) in Soil..... 12

 4.2.2 Polycyclic Aromatic Hydrocarbons (PAHs) in Soil 12

 4.2.3 Polychlorinated Biphenyls (PCBs) in Soil 13

 4.2.4 Waste Classification of Soil 13

5.0 CONCLUSIONS AND RECOMMENDATIONS..... 16

6.0 STATEMENT OF LIMITATIONS 20

Tables

1 Summary of Environmental Boring Data

2 Summary of TCL VOCs Detected in Soil

3 Summary of PAHs Detected in Soil

4 Summary of PCBs Detected in Soil

5 Summary of Waste Classification Results in Soil

6 Groundwater Quality Compared to New York City Department of Environmental Protection (NYC DEP) Limitations for Effluent to Sanitary or Combined Sewers

Figures

1 Topographic Corridor Location Map

2 Soil Boring Location Plan

Appendices

A Boring Location Plan

B Geologic Boring Logs

C Laboratory Analytical Results

Tables, Figures, and Appendices are not included due to size. If bidders wish to inspect them, please contact:
Hua Yu, Engineer-In-Charge
YuHu@ddc.nyc.gov
(718) 391-3166

EXECUTIVE SUMMARY

On behalf of the New York City Department of Design and Construction (DDC), Louis Berger & Assoc., PC. (Louis Berger) conducted a Phase II Subsurface Corridor Investigation (Phase II SCI) of the MIBBNC003 Corridor, which consists of the excavation for storm sewer installation to alleviate flooding and ponding conditions in the area, sanitary sewer installation to houses still using septic tanks in accordance with the Drainage Plans, and replacement of old, unlined cast iron water mains to improve water distribution and fire protection in the project area in Staten Island, New York. The approximately 0.89-mile (4,680-foot) long Corridor is located in the Midland Beach section of the Borough of Staten Island, New York (hereinafter referred to as the “Corridor”). The Corridor location is identified on Figure 1 Topographic Corridor Location Map and is comprised of the following street segments:

| | |
|--|-------|
| Rowan Avenue from approximately 60 feet northwest of Mason Avenue to Mason Avenue | 60 |
| Stobe Avenue from 225 feet northwest of Mason Avenue to Nugent Avenue | 900 |
| Jefferson Avenue from 15 feet southeast of Laconia Avenue to 60 feet southeast of Mason Avenue | 800 |
| Adams Avenue from 60 feet northwest of Idlease Place to 60 feet southeast of Mason Avenue | 950 |
| Graham Boulevard from Nugent Avenue to Grimsby Street | 300 |
| Mason Avenue from Adams Avenue to 50 feet northeast of Rowan Avenue | 1,000 |
| Idlease Place from Adams Avenue to 50 feet southwest of Adams Avenue | 50 |
| Nugent Avenue from approximately 60 feet southwest of Stobe Avenue to approximately 150 feet northeast of Graham Boulevard | 360 |
| Olympia Boulevard from 350 feet northeast of Graham Boulevard to 320 feet southwest of Slater Boulevard | 260 |

Louis Berger prepared a Phase I Corridor Assessment Report (Phase I CAR) dated June 30, 2017, which identified two (2) final “High” risk sites, and two (2) final “Moderate” risk sites with respect to potential impact on the Corridor, and recommended the completion of a Phase II SCI.

The Phase II SCI was conducted to determine if the Corridor’s environmental condition may potentially impact proposed construction activities. The proposed depth of excavation for the DDC

infrastructure project is estimated to range from 2 to 19 feet below grade (ftbg) and is mostly at 6 ftbg. Based on the review of available information provided by the DDC, and discussions with the DDC Project Manager, Louis Berger proposed the advancement of 13 soil borings along the Corridor area to characterize soils and groundwater (if observed) that may be encountered during construction.

The Phase II SCI was conducted on September 25 through 29, 2017, and consisted of the following components:

Scope of Work

- The advancement of 13 soil borings (SB01 through SB13) utilizing hand tools and a Geoprobe® drill rig with direct push technology. Each soil boring was advanced to terminal depths ranging between 2.5 and 10 ftbg;
- Field screening, classification and identification of soils from surface grade to the terminal depth of each boring. Soil samples were visually classified in the field using the Burmister Classification, Unified Soil Classification System (USCS), and Munsell Rock Color charts. Field screening of soils consisted of visual and olfactory indicators of impacts, as well as screening with a photoionization detector (PID);
- The collection of one (1) grab soil sample from each boring. The grab soil samples were collected from either the 6-inch interval above the water table (when encountered), 6-inch interval above the proposed excavation depth (where recovery allowed), or from the 6-inch interval showing the highest potential for contamination based on field observation. The soil samples were analyzed for Target Compound List (TCL) Volatile Organic Compounds (VOCs) using United States Environmental Protection Agency (USEPA) Method 8260C;
- The collection of one (1) composite waste classification soil sample from each boring. The waste classification sample was a composite from ground surface to end of boring, unless groundwater was encountered (where recovery allowed). The waste classification sample was analyzed for Polycyclic Aromatic Hydrocarbons (PAHs) by USEPA Method 8270C, Total Petroleum Hydrocarbons-Diesel Range Organics/Gasoline Range Organics (TPH-DRO/GRO) by USEPA 8015B, Polychlorinated Biphenyls (PCBs) by USEPA Method 8082A/608, Toxicity Characteristic Leaching Procedure (TCLP) Metals (Resource Conservation and Recovery Act [RCRA] 8) by USEPA Method 1311/6010B, and the three (3) RCRA Characteristics, ignitability, reactivity, and corrosivity, by USEPA Methods 9012B/9034, 1030/1010A, and 9045C, respectively, as well as Paint Filter Test by USEPA Method 9095B;

- The installation of three (3) temporary well points (TWP01 through TWP03) within soil borings SB03, SB05, and SB11, respectively, and 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,
- The preparation of this report, which includes tables summarizing the laboratory analytical results, and figures depicting boring locations, significant Corridor features and, if applicable, contamination occurrence and distribution.

In order to evaluate subsurface soil quality for waste classification purposes, laboratory analytical results of grab and composite soil samples were compared with regulatory standards identified in: New York State Department of Environmental Conservation (NYSDEC) Subpart 375-6: Remedial Program Unrestricted (Track 1), Restricted-Residential, and Commercial Use (Track 2) Soil Cleanup Objectives (SCOs) and Toxicity Characteristic Regulatory Levels for Hazardous Waste published in RCRA and 6 New York Codes, Rules and Regulations (NYCRR) Part 371. For evaluation of the groundwater quality, the laboratory analytical results for the groundwater samples were compared to the NYCDEP Sewer Discharge Criteria.

Based on the evaluation of the field screening data and the laboratory analytical results, and a comparison to applicable regulatory standards, the following findings are presented:

Findings

- No visual or olfactory evidence of contamination was observed and no elevated PID readings were detected at any soil boring location;
- Fill material, consisting of mostly of dusky yellowish brown to light brown, and medium dark gray to moderate red, clayey silt and silty clay with coarse to fine sand and coarse to fine gravel, was found in all 13 soil boring locations at depths ranging from 0 to 6 ftbg. Anthropogenic fill material was observed in nine (9) of the 13 borings (SB01 through SB04, SB10, SB07 through SB09, SB11, and SB12) and consisted of brick, wood, and Belgium block to a maximum depth of 10 ftbg (SB11);
- Groundwater was encountered in all soil boring locations, except for SB01, at depths ranging from 2.5 ftbg at SB13 to 10 ftbg at SB11.
- Bedrock was not encountered at any of the boring locations;

- One (1) VOC (methylene chloride) was detected above the laboratory's reporting limits in the soil samples collected from SB03, SB05, and SB11; however, the concentrations were below the applicable regulatory standards;
- Several PAHs were detected above the laboratory's reporting limits in all soil samples, except for SB05; however, only two (2) soil samples (SB01 and SB11) exhibited concentrations above regulatory standards. Laboratory results indicate that benzo[a]pyrene (4.6 parts per million [ppm] in SB01 and 2.9 ppm in SB11), benzo[b]fluoranthene (6.0 ppm in SB01), and dibenzo[a,h]anthracene (0.98 ppm in SB01 and 0.77 in SB11) were detected above the Unrestricted Use (Track 1), Restricted-Residential Use (Track 2), and Commercial Use (Track 2) SCOs. Benzo[a]anthracene (5.3 ppm in SB01 and 5.1 ppm in SB11), benzo[b]fluoranthene (3.8 ppm in SB11), chrysene (4.9 ppm in SB01 and 5.0 ppm in SB11) and indeno[1,2,3-cd]pyrene (3.0 ppm in SB01 and 1.6 ppm in SB11) were detected above the Unrestricted Use (Track 1) and Restricted-Residential Use (Track 2) SCOs. Benzo[k]fluoranthene (2.1 ppm in SB01 and 1.2 ppm in SB11) was detected above the Unrestricted Use (Track 1) SCO;
- Laboratory results indicate PCBs were detected above the laboratory's reporting limits in one (1) soil sample (SB01); however, the concentration was below the applicable regulatory standards;
- Waste classification laboratory results indicate that TCLP barium was detected in eight (8) soil samples (SB01 through SB03, SB07, SB08, SB10 through SB12), TCLP lead was detected in six (6) soil samples (SB02, SB03, SB07, SB07, SB11, and SB12), and TCLP nickel was detected in four (4) soil samples (SB07, SB08, SB11, and SB12). All detected concentrations were below RCRA Hazardous Waste Levels;
- TPH-GRO was not detected in any of the waste classification soil samples, while TPH-DRO concentrations were detected above the laboratory's reporting limits in seven (7) waste classification soil samples (SB01, SB03, SB04, SB07, SB10, SB11, and SB13) with concentrations ranging from 82 ppm (SB03) to 290 ppm (SB01). However, there are no regulatory standards for TPH; and
- The analytical laboratory results of the soil samples show that none of the RCRA parameters (reactivity, ignitability, or corrosivity) were detected or exceeded. Therefore, results of these analyses indicate that the soil samples collected from the Corridor do not exhibit evidence of hazardous waste characteristics.

- The analytical laboratory results of groundwater samples TWP01 through TWP03, which were unfiltered, showed exceedances of the NYCDEP Sewer Discharge Criteria for copper, lead, mercury, nickel, zinc, and total suspended solids.

Based on the results of the field investigation and laboratory analytical results, the following conclusions and recommendations are provided:

Conclusions

- No visual or olfactory evidence of contamination was observed and no elevated PID readings were detected at any soil boring location;
- Fill material, consisting of mostly of dusky yellowish brown to light brown, and medium dark gray to moderate red, clayey silt and silty clay with coarse to fine sand and coarse to fine gravel, was found in all 13 soil boring locations at depths ranging from 0 to 6 ftbg. Anthropogenic fill material was observed in nine (9) borings and consisted of brick, wood, and Belgium block to a maximum depth of 10 ftbg (SB11);
- Groundwater was encountered in all soil boring locations, except for SB01, at depths ranging from 2.5 ftbg at SB13 to 10 ftbg at SB11;
- Bedrock was not encountered at any of the boring locations;
- One (1) VOC (methylene chloride) was detected above the laboratory's reporting limits in three (3) soil samples; however, the concentrations were below the applicable regulatory standards;
- Several PAHs were detected above the laboratory's reporting limits in all soil samples except for SB05; however, only two (2) soil samples (SB01 and SB11) exhibited concentrations above regulatory standards. Laboratory results indicate that benzo[a]pyrene, benzo[b]fluoranthene, dibenzo[a,h]anthracene, benzo[a]anthracene, chrysene, indeno[1,2,3-cd]pyrene and benzo[k]fluoranthene were detected above the applicable SCOs. Lithology indicates the presence of historic fill material in all soil borings; therefore, the PAH exceedances may be attributed to contaminants related to historic fill material;
- Laboratory results indicate PCBs were detected above the laboratory's reporting limits in one (1) soil sample (SB01); however, the concentration was below the applicable regulatory standards. This PCB detection may be attributed to contaminants in the fill material;

- Waste classification laboratory results indicate that TCLP barium was detected in eight (8) soil samples, TCLP lead was detected in six (6) soil samples, and TCLP nickel was detected in four (4) soil samples. All detected concentrations were below RCRA Hazardous Waste Levels;
- TPH-GRO was not detected in any of the waste classification soil samples, while TPH-DRO concentrations were detected above the laboratory's reporting limits in seven (7) waste classification soil samples. However, there are no regulatory standards for TPH. Lithology shows the presence of fill material in all of the soil borings; therefore, the TPH-DRO detections may be attributed to historic fill material. It is also possible that the TPH concentrations observed during the Phase II SCI are the result of petroleum releases within or adjacent to the Corridor; and
- Laboratory results indicate that the soil samples collected beneath the Corridor do not exhibit evidence of hazardous waste characteristics.
- The analytical laboratory results of groundwater samples TWP01 through TWP03, which were unfiltered, showed exceedances of the NYCDEP Sewer Discharge Criteria for copper, lead, mercury, nickel, zinc, and total suspended solids.

Recommendations

- The Contract documents should identify provisions for managing, handling, transporting and disposing of contaminated non-hazardous soil. The Contractor should be required to submit a Material Handling Plan to identify the specific protocol and procedures that will be employed to manage the waste in accordance with applicable regulations;
- Dust control procedures are recommended and should be implemented during excavation activities to minimize the creation and dispersion of fugitive airborne dust. The Contractor should implement dust control measures to minimize potential airborne contaminants (i.e., PAHs and PCBs) released into the ambient environment as a direct result of construction activities;
- Groundwater was encountered during the Phase II SCI activities. Therefore, if dewatering is necessary, the contractor will be required to obtain a NYCDEP sewer discharge permit and perform sampling and laboratory analysis, as well as pretreatment by removal of metals and total suspended solids, prior to discharge into the sanitary or combined sewers;

- In addition, if discharge into sewers, which ultimately discharge into a surface water body, is required during dewatering, it may be performed under the appropriate NYSDEC State Pollutant Discharge Elimination System (SPDES) permit. Additional sampling and laboratory analysis may be required to satisfy NYSDEC requirements prior to discharge into storm sewers; and,
- Before beginning any excavation activity, the contractor should submit a Corridor-specific health and safety plan (HASP) that will meet the requirements set forth by the Occupational, Safety and Health Administration (OSHA), the New York State Department of Health (NYSDOH) and any other applicable regulations. The HASP should identify the possible locations and risks associated with the potential contaminants that may be encountered, and the administrative and engineering controls that will be utilized to mitigate concerns.

1.0 INTRODUCTION

On behalf of the New York City Department of Design and Construction (DDC), Louis Berger & Assoc., PC. (Louis Berger) conducted a Phase II Subsurface Corridor Investigation (Phase II SCI) of the MIBBNC003 Corridor, which consists of the excavation for storm sewer installation to alleviate flooding and ponding conditions in the area, sanitary sewer installation to houses still using septic tanks in accordance with the Drainage Plans, and replacement of old, unlined cast iron water mains to improve water distribution and fire protection in the project area in Staten Island, New York. The approximately 0.89-mile (4,680-foot) long Corridor is located in the Midland Beach section of the Borough of Staten Island, New York (hereinafter referred to as the “Corridor”). The Corridor location is identified on Figure 1 Topographic Corridor Location Map and is comprised of the following street segments:

| Street Segments | Length (feet) |
|--|---------------|
| Rowan Avenue from approximately 60 feet northwest of Mason Avenue to Mason Avenue | 60 |
| Stobe Avenue from 225 feet northwest of Mason Avenue to Nugent Avenue | 900 |
| Jefferson Avenue from 15 feet southeast of Laconia Avenue to 60 feet southeast of Mason Avenue | 800 |
| Adams Avenue from 60 feet northwest of Idlease Place to 60 feet southeast of Mason Avenue | 950 |
| Graham Boulevard from Nugent Avenue to Grimsby Street | 300 |
| Mason Avenue from Adams Avenue to 50 feet northeast of Rowan Avenue | 1,000 |
| Idlease Place from Adams Avenue to 50 feet southwest of Adams Avenue | 50 |
| Nugent Avenue from approximately 60 feet southwest of Stobe Avenue to approximately 150 feet northeast of Graham Boulevard | 360 |
| Olympia Boulevard from 350 feet northeast of Graham Boulevard to 320 feet southwest of Slater Boulevard | 260 |

Louis Berger prepared a Phase I Corridor Assessment Report (CAR) dated June 30, 2017, which identified two (2) final “High” risk sites, and two (2) final “Moderate” risk sites with respect to potential impact on the Corridor, and recommended the completion of a Phase II SCI.

The Phase II SCI was conducted to determine if the Corridor’s environmental condition may potentially impact proposed construction activities. The proposed depth of excavation for the DDC

infrastructure project is estimated to range from 2 to 19 feet below grade (ftbg) and is mostly at 6 ftbg. Based on the review of available information provided by the DDC, and discussions with the DDC Project Manager, Louis Berger proposed the advancement of 13 soil borings along the Corridor area to characterize soils and groundwater (if observed) that may be encountered during construction.

1.1 Summary of Previous Environmental Investigations

Louis Berger prepared a Phase I Corridor Assessment Report (CAR) for the Corridor dated June 30, 2017. The Phase I CAR presented the results of an investigation to document the current use, a review of Sanborn fire insurance maps to document historical use, and a review of the state and federal government databases to identify sites on or adjoining the Corridor that constitute a potential environmental concern.

Based on Risk Criteria protocol established by the DDC, findings presented in the Phase I CAR defined these sites as posing either “High”, “Moderate”, or “Low” risk for possible contamination to the subsurface environment along the Corridor. Louis Berger identified 54 sites categorized as initially having a “High” risk with respect to potential impact on the project, and no sites as initially having a “Moderate” risk with respect to potential impact on the project, within a 1/8-mile radius of the Corridor. Based on modifying information, Louis Berger recommended that two (2) of the initial 54 “High” risk sites be reclassified as “Moderate” risk sites and 50 of the 54 initial “High” risk sites be reclassified as “Low” risk sites. Therefore, the final evaluation identified two (2) final “High” risk sites and two (2) final “Moderate” risk sites with respect to potential impact on the project Corridor. The final “High” risk sites are listed below:

“High” Risk Sites:

| No. | Description | Address | Site ID |
|-----|--|----------------------|---------|
| 1 | Private Residence (former auto repair) | 384 Jefferson Avenue | H#1 |
| 2 | Private Residence (chronic dumping) | 52 Rowan Avenue | H#2 |

“Moderate” Risk Sites:

| No. | Property Name | Address | M# |
|-----|---|--------------------------|-----|
| 1 | Private Residence (historic fill material) | 377 Adams Avenue | M#1 |
| 2 | Private Residences (historic fill material) | 389 and 393 Adams Avenue | M#2 |

1.2 Scope of Work

The Phase II SCI consisted of a field investigation, laboratory analyses, and the preparation of this report, which includes tables summarizing the laboratory analytical results and figures depicting boring locations, significant Corridor features and, if applicable, contamination occurrence and distribution. Hand-clearing activities were performed by Associated Environmental Services (AES). Soil boring oversight and sample collection were conducted by Mr. Martin Donovan, Environmental Technician of Louis Berger. Laboratory analyses were provided by Hampton-Clarke/Veritech (HC-V) of Fairfield, New Jersey, which is a New York State Department of Health (NYSDOH) Environmental Laboratory Approval Program (ELAP)-certified analytical laboratory (No. 11408). Field-derived Quality Assurance/Quality Control (QA/QC) samples (i.e., blind duplicates, equipment/rinsate blanks, and trip blanks) were not collected for this project.

The field investigation was conducted on September 25 through 29, 2017, and consisted of the following components:

- The advancement of 13 soil borings (SB01 through SB13) utilizing hand tools and a Geoprobe® drill rig with direct push technology. Each soil boring was advanced to terminal depths ranging between 2.5 and 10 ftbg;
- Field screening, classification and identification of soils from surface grade to the terminal depth of each boring. Soil samples were visually classified in the field using the Burmister Classification, Unified Soil Classification System (USCS), and Munsell Rock Color charts. Field screening of soils consisted of visual and olfactory indicators of impacts, as well as screening with a photoionization detector (PID);
- The collection of one (1) grab soil sample from each boring. The grab soil samples were collected from either the 6-inch interval above the water table (when encountered), 6-inch interval above the proposed excavation depth (where recovery allowed), or from the 6-inch interval showing the highest potential for contamination based on field observation. The soil

samples were analyzed for Target Compound List (TCL) Volatile Organic Compounds (VOCs) using United States Environmental Protection Agency (USEPA) Method 8260C;

- The collection of one (1) composite waste classification soil sample from each boring. The waste classification sample was a composite from ground surface to end of boring, unless groundwater was encountered (where recovery allowed). The waste classification sample was analyzed for Polycyclic Aromatic Hydrocarbons (PAHs) by USEPA Method 8270C, Total Petroleum Hydrocarbons-Diesel Range Organics/Gasoline Range Organics (TPH-DRO/GRO) by USEPA 8015B, Polychlorinated Biphenyls (PCBs) by USEPA Method 8082A/608, Toxicity Characteristic Leaching Procedure (TCLP) Metals (Resource Conservation and Recovery Act [RCRA] 8) by USEPA Method 1311/6010B, and the three (3) RCRA Characteristics, ignitability, reactivity, and corrosivity, by USEPA Methods 9012B/9034, 1030/1010A, and 9045C, respectively, as well as Paint Filter Test by USEPA Method 9095B;
- The installation of three (3) temporary well points (TWP01 through TWP03) within soil borings SB03, SB05, and SB11, respectively, and 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,
- The preparation of this report, which includes tables summarizing the laboratory analytical results, and figures depicting boring locations, significant Corridor features and, if applicable, contamination occurrence and distribution.

2.0 CORRIDOR INFORMATION

2.1 Corridor Location, Description and Use

The approximately 0.89-mile (4,680-foot) long Corridor is located in the Midland Beach section of the Borough of Staten Island, New York. Currently, the Corridor is developed with paved roadways and existing infrastructure systems, and exhibits evidence of utilities, such as manholes, pavement scars, utility mark-outs, and valve covers throughout the roadways and sidewalk areas, indicating the presence of buried sewer, water, and natural gas utilities. Overhead utility lines are present in some areas throughout the Corridor. Adjoining property usage consists primarily of residential properties next to wetland areas which are located within the Staten Island Bluebelt New Creek Watershed. An area map of the Corridor is presented as Figure 2.

2.2 Description of Surrounding Properties

Generally, surrounding property use is residential in nature, with undeveloped wetlands and ongoing construction of storm water retention ponds to the south and southwest of the Corridor.

2.3 Corridor and Regional Topographic Setting

The United States Geologic Survey (USGS) 7.5-minute *Topographic Quadrangle Map for The Narrows, NY-NJ* (2016) and the USGS National Map (<http://viewer.nationalmap.gov/viewer/>) were reviewed to determine topography at the Corridor. The Corridor exhibits a topographic elevation change of approximately 5 feet. The elevation of the Corridor varies from approximately 10 feet above mean sea level (msl) in the northwestern-most portion of the Corridor to approximately 5 feet above msl in the easternmost portion. Under natural conditions, surface runoff would be expected to follow the overall topography of the area, which slopes towards the southeast and ultimately towards the west bank of the Lower Bay.

2.4 Corridor and Regional Geology

Based on the *NYC Reconnaissance Soil Survey* (2005), the Corridor is underlain by two (2) different complexes. The Corridor is mostly underlain by the Pavement & buildings, wet substratum-Laguardia-Ebbets complex; however, the easternmost portion of the Corridor is underlain by the Ipswich-Pawcatuck-Matunuck mucky peats complex. Generally, the Pavement & Buildings, wet substratum-Laguardia-Ebbets complex is found in nearly level to gently sloping urbanized areas filled with a mixture of natural soil materials and construction debris over swamp, tidal marsh, or water with a mixture of anthropogenic soils, which vary in coarse fragment content,

with up to 80 percent impervious pavement and buildings covering the surface. Generally, the Ipswich-Pawcatuck-Matunuck mucky peats complex is found in low-lying areas of tidal marsh that are inundated by salt water twice each day at high tide, with a mixture of very poorly-drained soils which vary in the thickness of organic materials over sand.

Based on *Geologic and Geohydrologic Reconnaissance of Staten Island, New York* (Soren, 1988), surficial soils are underlain by Upper Pleistocene deposits consisting primarily of glacial outwash. The outwash deposits are comprised of stratified, fine to coarse sand and gravel. These outwash deposits can reach a maximum thickness of 160 feet underlying the Corridor. The Upper Pleistocene deposits are, in turn, underlain by the Upper Cretaceous age Raritan Formation (Soren, 1988). The Raritan Formation is composed of stratified layers of clay and silty clay containing thin layers of interbedded sand. All unconsolidated deposits are expected to reach a depth of approximately 250 ftbg before the underlying Staten Island Serpentinite is encountered. The Staten Island Serpentinite is a waxy, greenish-brown ultramafic crystalline rock of Ordovician age.

During the advancement of soil borings for this Phase II investigation, anthropogenic fill was observed in borings SB01 through SB04, SB07 through SB09, SB11, and SB12 to depths ranging from 0 to 10 ftbg. Where anthropogenic fill was not noted, a combination of sand, clayey silt, silty clay, and gravel, ranging in color from dusky yellowish brown to light brown, and medium dark gray to moderate red was observed.

2.5 Corridor and Regional Hydrogeology

Based on the field activities, groundwater is present at depths ranging from 2.5 to 10 ftbg, with shallower depths generally encountered toward the southeastern portion of the Corridor. Based on *Hydrogeology of Staten Island, New York* (Rosenberg, 2013), under natural conditions, groundwater is anticipated to flow southeast toward the Lower Bay, which is located approximately 0.4 miles southeast of the Corridor. All references to groundwater flow direction/hydraulic gradient in this report are based upon this assumption. Groundwater flow can also be influenced by seasonal fluctuations in precipitation, local variations in geology, tidal fluctuations, underground anthropogenic structures, and/or local dewatering operations.

Based on information supplied by the U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory, there are wetlands along the southwestern and northeastern edges of the Corridor. The wetlands along the Corridor are classified as freshwater emergent wetlands (classification code PEM5E). It is described as part of the Palustrine System, which includes all non-tidal wetlands and is dominated by trees, shrubs, emergents, mosses, or lichens, and occur in tidal areas where salinity, due to ocean-derived salts, is below 0.5 parts per trillion. Surface water is present for

extended periods due to seasonal flooding, especially early in the growing season, and have large perennial grasses (*phragmites australis*) which can grow to around 14 feet tall. A portion of the wetlands along the eastern portion of the Corridor is classified as a freshwater forested/shrub wetland (classification code PFO1E). It is also identified as part of the Palustrine System, as described above, and is dominated by deciduous woody vegetation that is 20 feet or taller with broad leaves that shed during cold or dry seasons. Based on information supplied by the New York State Department of Environmental Conservation (NYSDEC) Environmental Resource Mapper, the Corridor is located within the state-regulated wetlands checkzone, which is the area around the mapped state-regulated wetland in which the actual wetland may occur. The environmental database report provided by Environmental Data Resources, Inc. (EDR) of Shelton, CT (Appendix C of the Phase I CAR), confirms that both national and state wetlands are found along portions of the Corridor.

According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Panels 3604970328F and 3604970329F (FEMA, 2007), the entirety of the Corridor falls within the 100-year flood zone, described as Flood Zone AE, which are areas of 1% annual chance flood with average depths of less than 1 foot.

3.0 CORRIDOR EVALUATION

Louis Berger advanced 13 soil borings during the field investigation conducted on September 25 through 29, 2017. The field investigation was performed at designated areas in the vicinity of the planned excavation area. All hand-clearing activities were performed by AES under the oversight of Louis Berger. A summary of the field observations and details of the soil borings are provided in Table 1.

3.1 Soil Quality Investigation

Soil borings SB01, SB05, SB06, SB10, SB12, and SB13 were advanced utilizing evasive methods (i.e., a hand auger and/or Vactron and air knife) to terminal depths ranging from 2.8 to 4.0 ftbg. Soil borings SB02 through SB04, SB07 through SB09, and SB11 were advanced utilizing both evasive methods (i.e., a hand auger and/or Vactron and air knife) and a Geoprobe® direct push drill rig to terminal depths of 10 ftbg. Refusal was encountered in one (1) of the 13 soil boring locations at a depth of 2.8 ftbg in soil boring SB01. The refusal was likely due to large pieces of fill material near the edge of the developed area of the Corridor. To ensure the clearance of sensitive subsurface utilities and features, the soil boring locations were advanced to a depth of 6 ftbg via evasive methods (i.e., a hand auger), except where refusal or groundwater was encountered at less than 6 ftbg. Soil boring locations are depicted on Figure 2. The designations and sampling intervals for the samples that were submitted to the laboratory are included in Table 1. Maps depicting each boring location are included in Appendix A. Boring logs are provided in Appendix B. The location of each boring is described below:

- **SB01** – Located in the dirt along the southeastern curb line of Mason Avenue, 54 feet and 3 inches southeast of the northwestern curb line of Mason Avenue, and 39 feet and 3 inches southwest of the northeastern curb line of Rowan Avenue.
- **SB02** – Located in the grass along the northeastern curb line of Stobe Avenue, 38 feet and 4 inches northeast of the southwestern curb line of Stobe Avenue, and 223 feet northwest of the northwestern curb line of Mason Avenue.
- **SB03/TWP01** – Located in the grass along the northeastern curb line of Stobe Avenue, 40 feet northeast of the southwestern curb line of Stobe Avenue, and 40 feet and 2 inches southeast of the southeastern curb line of Mason Avenue.

- **SB04** – Located in the grass along the southwestern curb line of Stobe Avenue, 40 feet and 8 inches southwest of the northeastern curb line of Stobe Avenue, and 36 feet and 9 inches northwest of the guard rail of the southeastern Stobe Avenue dead end.
- **SB05/TWP02** – Located in the dirt along the southeastern curb line of Nugent Avenue, 16 feet southeast of the northwestern curb line of Nugent Avenue, and 230 feet and 2 inches southwest of the southwestern curb line of Graham Boulevard.
- **SB06** – Located in the grass along the northeastern curb line of Graham Boulevard, 34 feet northeast of the southwestern curb line of Graham Boulevard, and 69 feet and 8 inches northwest of the northwestern curb line of Grimsby Street.
- **SB07** – Located in the grass along the northeastern curb line of Jefferson Avenue, 56 feet and 6 inches northeast of the southwestern curb line of Jefferson Avenue, and 230 feet and 10 inches northwest of the northwestern curb line of Mason Avenue.
- **SB08** – Located in the grass along the northwestern curb line of Mason Avenue, 54 feet and 5 inches northwest of the southeastern curb line of Mason Avenue, and 119 feet and 5 inches southwest of the southwestern curb line of Stobe Avenue.
- **SB09** – Located in the sidewalk along the southeastern curb line of Mason Avenue, 58 feet and 6 inches southeast of the northwestern curb line of Mason Avenue, and 22 feet and 9 inches northeast of the northeastern curb line of Jefferson Avenue.
- **SB10** – Located in the dirt along the southwestern edge of Adams Avenue, 35 feet and 2 inches southwest of the northeastern curb line of Adams Avenue, and 27 feet and 8 inches northwest of the northwestern curb line of Idlease Place.
- **SB11/TWP03** – Located in the grass along the southwestern curb line of Adams Avenue, 40 feet and 3 inches southwest of the northeastern curb line of Adams Avenue, and 131 feet and 2 inches southeast of the southeastern curb line of Idlease Place.
- **SB12** – Located in the grass along the southeastern curb line of Mason Avenue, 56 feet and 8 inches southeast of the northwestern curb line of Mason Avenue, and 52 feet and 9 inches southwest of the northeastern curb line of Adams Avenue.

- **SB13** – Located in the grass along the northwestern curb line of Olympia Boulevard, 26 feet and 2 inches northwest of the southeastern curb line of Olympia Boulevard, and 443 feet and 5 inches southwest of the southwestern curb line of Slater Boulevard.

Soil from each boring was classified and examined for visual evidence (i.e., staining, discoloration) and any olfactory indications (i.e., odors) of contamination. In addition, a PID was used to screen the soil for VOC vapors.

In order to identify representative conditions relative to the presence of VOCs, grab samples were to be collected from either the 6-inch interval above the water table (when encountered), the 6-inch interval above the bottom of the proposed excavation depth (where recovery allowed), or from the 6-inch interval showing the highest potential for contamination based on field observation. However, since indications of contamination were not observed, all grab samples were collected from either the 6-inch interval above the water table or the 6-inch interval above the bottom of the proposed excavation depth (where recovery allowed).

In order to identify representative conditions relative to the presence of PAHs, TCLP metals, PCBs, total petroleum hydrocarbons, RCRA characteristics, and conditions relative to waste disposal in each boring, composite soil samples were collected at each boring location. Based on the DDC protocol regarding soil sample collection for waste classification analysis, composite soil samples for SB01 through SB13 were collected from the ground surface to the bottom of the proposed excavation depth except where groundwater was encountered. Composite soil samples were collected by mixing the soil from the column in a decontaminated stainless steel bowl.

Soil classification information, including stratigraphy, is documented on the boring logs provided in Appendix B. All boring equipment was cleaned by rinsing with deionized water, scrubbed with Alconox®, and then rinsed with deionized water a second time between each sample location to prevent any cross-contamination. Following the completion of each boring, the boreholes were backfilled with removed material and then sealed with ready mixed concrete or cold patch asphalt, where appropriate.

3.2 Groundwater Quality Investigation

Three (3) groundwater samples (TWP01, TWP02 and TWP03) were collected from temporary well points installed at soil borings SB03, SB05 and SB11, respectively. Groundwater was encountered at depths ranging from approximately 2.5 to 10.0 ftbg during the Phase II SCI and specifically at 8.0 ftbg at SB03, 3.5 ftbg at SB05, and 10.0 ftbg at SB11.

The TWP's were constructed of ¾-inch schedule 40 PVC and were installed to the base of the boring, such that the screen bridged the water table. Dedicated polyethylene tubing was deployed in the TWP's and connected to a peristaltic pump to extract the groundwater sample.

3.3 Laboratory Analyses

Soil and groundwater samples were submitted to HC-V of Fairfield, New Jersey which is a NYSDOH ELAP-certified analytical laboratory (No. 11408). Field-derived Quality Assurance/Quality Control samples were not collected for this project. Laboratory analytical reports are included in Appendix C.

The grab soil samples SB01 through SB13 were analyzed for TCL VOCs using USEPA Method 8260C. The composite soil samples SB01 through SB13 were analyzed for PAHs by USEPA Method 8270C, TPH-DRO/GRO by USEPA 8015B, PCBs by USEPA Method 8082A/608, TCLP Metals (RCRA 8) by USEPA Method 1311/6010B, and RCRA Characteristics, including ignitability, reactivity and corrosivity, by USEPA Methods 9012B/9034, 1030/1010A, and 9045C, respectively, as well as Paint Filter Test by USEPA Method 9095B, for waste classification purposes.

The groundwater samples were analyzed for the NYCDEP Sanitary or Combined Sewer Discharge Parameters.

3.4 Data Evaluation

In order to evaluate subsurface soil quality for waste classification purposes, laboratory analytical results of grab and composite soil samples were compared with regulatory standards identified in: NYSDEC Subpart 375-6: Remedial Program Unrestricted, Restricted-Residential, and Commercial Use (Track 1 and Track 2) Soil Cleanup Objectives (SCOs) and Toxicity Characteristic Regulatory Levels for Hazardous Waste published in RCRA and 6 New York Codes, Rules and Regulations (NYCRR) Part 371.

The analytical results for the groundwater samples were compared to the NYCDEP Sewer Discharge Criteria.

4.0 FINDINGS

This section discusses the analytical data and findings for activities discussed in Section 3.0. Boring logs can be found in Appendix B. A complete analytical data report is included in Appendix C.

4.1 Field Screening

Field screening consisted of identifying visual and olfactory indicators of potential impact, as well as screening soil for VOC vapors with a PID. No visual or olfactory indications of contamination were encountered in any of the 13 borings. A summary of the environmental boring data is presented in Table 1.

4.2 Laboratory Analytical Results

4.2.1 Target Compound List (TCL) Volatile Organic Compounds (VOCs) in Soil

One (1) VOC, methylene chloride, was detected above the laboratory's reporting limits in the soil samples collected from SB03 (0.0031 parts per million [ppm]), SB05 (0.004 ppm), and SB11 (0.0051 ppm); however, all detected concentrations were below the applicable regulatory standards. Refer to Table 2 for a summary of TCL VOC detections.

4.2.2 Polycyclic Aromatic Hydrocarbons (PAHs) in Soil

Several PAHs were detected above the laboratory's reporting limits in all soil samples with the exception of SB05; however, only soil samples SB01 and SB11 exhibited concentrations above regulatory standards. Refer to Table 3 for a summary of PAH detections.

The following exceedances of regulatory standards were found during the Phase II SCI.

Soil Sample SB01

- Benzo[a]pyrene (4.6 ppm), benzo[b]fluoranthene (6.0 ppm), and dibenzo[a,h]anthracene (0.98 ppm) were detected above the Unrestricted Use (Track 1), Restricted-Residential Use (Track 2), and Commercial Use (Track 2) SCOs.
- Benzo[a]anthracene (5.3 ppm), chrysene (4.9 ppm) and indeno[1,2,3-cd]pyrene (3.0 ppm) were detected above the Unrestricted Use (Track 1) and Restricted-Residential Use (Track 2) SCOs;

- Benzo[k]fluoranthene (2.1 ppm) was detected above the Unrestricted Use (Track 1) SCO.

Soil Sample SB11

- Benzo[a]pyrene (2.9 ppm) and dibenzo[a,h]anthracene (0.77 ppm) were detected above the Unrestricted Use (Track 1), Restricted-Residential Use (Track 2), and Commercial Use (Track 2) SCOs.
- Benzo[a]anthracene (5.1 ppm), benzo[b]fluoranthene (3.8 ppm), chrysene (5.0 ppm) and indeno[1,2,3-cd]pyrene (1.6 ppm) were detected above the Unrestricted Use (Track 1) and Restricted-Residential Use (Track 2) SCOs;
- Benzo[k]fluoranthene (1.2 ppm) was detected above the Unrestricted Use (Track 1) SCO.

4.2.3 Polychlorinated Biphenyls (PCBs) in Soil

Laboratory results indicate PCBs were detected above the laboratory's reporting limits in soil sample SB01 (0.078 ppm). However, the concentration was below the applicable regulatory standards. Refer to Table 4 for a summary of PCB detections.

4.2.4 Waste Classification of Soil

TCLP Metals

Waste classification laboratory results indicate that TCLP barium was detected in eight (8) soil samples (SB01 through SB03, SB07, SB08, SB10 through SB12), but below the applicable regulatory standards at concentrations ranging from 0.29 ppm (SB08 and SB10) to 1.0 ppm (SB12). TCLP lead was detected in six (6) soil samples (SB02, SB03, SB07, SB09, SB11, and SB12) at concentrations ranging from 0.06 ppm (SB09) to 5.0 ppm (SB02), but equal to or below the applicable regulatory standards. TCLP nickel was detected in four (4) soil samples (SB07, SB08, SB11, and SB12) at concentrations ranging from 0.12 ppm (SB07) to 0.41 ppm (SB11), but below the applicable regulatory standards. Results of the TCLP metals analysis indicate that soil samples collected from the Corridor do not exhibit evidence of the Hazardous Waste characteristics for Toxicity. Refer to Table 5 for a summary of the waste classification parameters.

Total Petroleum Hydrocarbons (TPH)

TPH-DRO was detected in seven (7) soil samples (SB01, SB03, SB05, SB07, SB10, SB11, and SB13) with concentrations ranging from 82 ppm (SB03) to 290 ppm (SB01). TPH-GRO was not

detected in any of the soil samples. No regulatory standards exist for TPH. Refer to Table 5 for a summary of the waste classification parameters.

RCRA Parameters (Reactivity, Corrosivity, Ignitability)

The analytical laboratory results of the soil samples show that none of the RCRA parameters (reactivity, ignitability, or corrosivity) were detected or exceeded. The pH of the samples was found to be within the RCRA limits of 2 and 12.5. The flash point was greater than 140 degrees Fahrenheit in the soil beneath the Corridor; therefore, the RCRA characteristics for ignitability were negative. Reactive cyanide and reactive sulfide were not detected in any of the soil samples.

Therefore, results of these analyses indicate that the soil samples collected from the Corridor do not exhibit evidence of hazardous waste characteristics. Refer to Table 5 for a summary of the waste classification parameters.

4.2.5 NYCDEP Sewer Discharge Criteria

Laboratory results of groundwater samples TWP01 through TWP03, which were not filtered prior to analysis, showed the following exceedances of the NYCDEP Sewer Discharge Criteria:

Sample TWP01:

- Lead at 25 mg/L
- Nickel at 42 mg/L
- Total suspended solids at 70,00,000 mg/L

Sample TWP02:

- Copper at 38 mg/L
- Lead at 25 mg/L
- Nickel at 120 mg/L
- Zinc at 80 mg/L
- Total suspended solids at 1,800,000 mg/L

Sample TWP03:

- Copper at 39 mg/L
- Lead at 530 mg/L
- Mercury at 1.2 mg/L
- Nickel at 25 mg/L
- Zinc at 250 mg/L
- Total suspended solids at 2,800,000 mg/L

Refer to Table 6 for a summary of the NYC Sewer Discharge results.

5.0 CONCLUSIONS AND RECOMMENDATIONS

Based on the evaluation of the field screening data and the laboratory analytical results, and a comparison to applicable regulatory standards, the following findings, conclusions, and recommendations are presented:

Findings

- No visual or olfactory evidence of contamination was observed and no elevated PID readings were detected at any soil boring location;
- Fill material, consisting of mostly of dusky yellowish brown to light brown, and medium dark gray to moderate red, clayey silt and silty clay with coarse to fine sand and coarse to fine gravel, was found in all 13 soil boring locations at depths ranging from 0 to 6 ftbg. Anthropogenic fill material was observed in nine (9) of the 13 borings (SB01 through SB04, SB07 through SB09, SB11, and SB12) and consisted of brick, wood, and Belgium block to a maximum depth of 10 ftbg (SB08, SB11);
- Groundwater was encountered in all soil boring locations, except for SB01, at depths ranging from 2.5 ftbg at SB13 to 10 ftbg at SB11;
- Bedrock was not encountered at any of the boring locations;
- One (1) VOC (methylene chloride) was detected above the laboratory's reporting limits in the soil samples collected from SB03, SB05, and SB11; however, the concentrations were below the applicable regulatory standards;
- Several PAHs were detected above the laboratory's reporting limits in all soil samples except for SB05; however, only two (2) soil samples (SB01 and SB11) exhibited concentrations above regulatory standards. Laboratory results indicate that benzo[a]pyrene (4.6 ppm in SB01 and 2.9 ppm in SB11), benzo[b]fluoranthene (6.0 ppm in SB01), and dibenzo[a,h]anthracene (0.98 ppm in SB01 and 0.77 in SB11) were detected above the Unrestricted Use (Track 1), Restricted-Residential Use (Track 2), and Commercial Use (Track 2) SCOs. Benzo[a]anthracene (5.3 ppm in SB01 and 5.1 ppm in SB11), benzo[b]fluoranthene (3.8 ppm in SB11), chrysene (4.9 ppm in SB01 and 5.0 ppm in SB11) and indeno[1,2,3-cd]pyrene (3.0 ppm in SB01 and 1.6 ppm in SB11) were detected above the Unrestricted Use (Track 1) and Restricted-Residential Use (Track 2) SCOs. Benzo[k]fluoranthene (2.1 ppm in SB01 and 1.2 ppm in SB11) was detected above the Unrestricted Use (Track 1) SCO;

- Laboratory results indicate PCBs were detected above the laboratory's reporting limits in one (1) soil sample (SB01); however, the concentration was below the applicable regulatory standards;
- Waste classification laboratory results indicate that TCLP barium was detected in eight (8) soil samples (SB01 through SB03, SB07, SB08, SB10 through SB12), TCLP lead was detected in six (6) soil samples (SB02, SB03, SB07, SB09, SB11, and SB12), and TCLP nickel was detected in four (4) soil samples (SB07, SB08, SB11, and SB12). All detected concentrations were below RCRA Hazardous Waste Levels;
- TPH-GRO was not detected in any of the waste classification soil samples, while TPH-DRO concentrations were detected above the laboratory's reporting limits in seven (7) waste classification soil samples (SB01, SB03, SB05, SB07, SB10, SB11, and SB13) with concentrations ranging from 82 ppm (SB03) to 290 ppm (SB01). However, there are no regulatory standards for TPH; and
- The analytical laboratory results of the soil samples show that none of the RCRA parameters (reactivity, ignitability, or corrosivity) were detected or exceeded. Therefore, results of these analyses indicate that the soil samples collected from the Corridor do not exhibit evidence of hazardous waste characteristics.
- The analytical laboratory results of groundwater samples TWP01 through TWP03, which were unfiltered, showed exceedances of the NYCDEP Sewer Discharge Criteria for copper, lead, mercury, nickel, zinc, and total suspended solids.

Based on the results of the field investigation and laboratory analytical results, the following conclusions and recommendations are provided:

Conclusions

- No visual or olfactory evidence of contamination was observed and no elevated PID readings were detected at any soil boring location;
- Fill material, consisting of mostly of dusky yellowish brown to light brown, and medium dark gray to moderate red, clayey silt and silty clay with coarse to fine sand and coarse to fine gravel, was found in all 13 soil boring locations at depths ranging from 0 to 6 ftbg. Anthropogenic fill material was observed in nine (9) borings and consisted of brick, wood, and Belgium block to a maximum depth of 10 ftbg;

- Groundwater was encountered in all soil boring locations, except for SB01, at depths ranging from 2.5 ftbg at SB13 to 10 ftbg at SB11;
- Bedrock was not encountered at any of the boring locations;
- One (1) VOC (methylene chloride) was detected above the laboratory's reporting limits in three (3) soil samples; however, all concentrations were below the applicable regulatory standards;
- Several PAHs were detected above the laboratory's reporting limits in all soil samples except for SB05; however, only two (2) soil samples (SB01 and SB11) exhibited concentrations above regulatory standards. Laboratory results indicate that benzo[a]pyrene, benzo[b]fluoranthene, dibenzo[a,h]anthracene, benzo[a]anthracene, chrysene, indeno[1,2,3-cd]pyrene and benzo[k]fluoranthene were detected above the applicable SCOs. Lithology indicates the presence of historic fill material in all soil borings; therefore, the PAH exceedances may be attributed to contaminants related to historic fill material;
- Laboratory results indicate PCBs were detected above the laboratory's reporting limits in one (1) soil sample (SB01); however, the concentration was below the applicable regulatory standards. This PCB detection may be attributed to contaminants in the fill material;
- Waste classification laboratory results indicate that TCLP barium was detected in eight (8) soil samples, TCLP lead was detected in six (6) soil samples, and TCLP nickel was detected in four (4) soil samples. All detected concentrations were below RCRA Hazardous Waste Levels;
- TPH-GRO was not detected in any of the waste classification soil samples, while TPH-DRO concentrations were detected above the laboratory's reporting limits in seven (7) waste classification soil samples. However, there are no regulatory standards for TPH. Lithology shows the presence of fill material in all of the soil borings; therefore, the TPH-DRO detections may be attributed to historic fill material. It is also possible that the TPH concentrations observed during the Phase II SCI are the result of petroleum releases within or adjacent to the Corridor; and
- Laboratory results indicate that the soil samples collected beneath the Corridor do not exhibit evidence of hazardous waste characteristics.
- The analytical laboratory results of groundwater samples TWP01 through TWP03, which were unfiltered, showed exceedances of the NYCDEP Sewer Discharge Criteria for copper, lead, mercury, nickel, zinc, and total suspended solids.

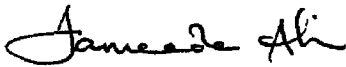
Recommendations

- The Contract documents should identify provisions for managing, handling, transporting and disposing of contaminated non-hazardous soil. The Contractor should be required to submit a Material Handling Plan to identify the specific protocol and procedures that will be employed to manage the waste in accordance with applicable regulations;
- Dust control procedures are recommended and should be implemented during excavation activities to minimize the creation and dispersion of fugitive airborne dust. The Contractor should implement dust control measures to minimize potential airborne contaminants (i.e., PAHs and TPH) released into the ambient environment as a direct result of construction activities;
- Groundwater was encountered during the Phase II SCI activities. Therefore, if dewatering is necessary, the contractor will be required to obtain a NYCDEP sewer discharge permit and perform sampling and laboratory analysis, as well as pretreatment by removal of metals and total suspended solids, prior to discharge into the sanitary or combined sewers;
- In addition, if discharge into sewers, which ultimately discharge into a surface water body, is required during dewatering, it may be performed under the appropriate NYSDEC State Pollutant Discharge Elimination System (SPDES) permit. Additional sampling and laboratory analysis may be required to satisfy NYSDEC requirements prior to discharge into storm sewers; and,
- Before beginning any excavation activity, the contractor should submit a Corridor-specific health and safety plan (HASP) that will meet the requirements set forth by the Occupational, Safety and Health Administration (OSHA), the New York State Department of Health (NYSDOH) and any other applicable regulations. The HASP should identify the possible locations and risks associated with the potential contaminants that may be encountered, and the administrative and engineering controls that will be utilized to mitigate concerns.

6.0 STATEMENT OF LIMITATIONS

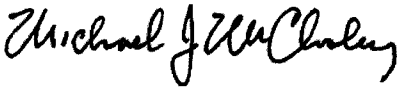
The data presented and the opinions expressed in this report are qualified as stated in the attachment to this section of the report.

Report Prepared By:



Fameeda Ali, CHMM, ENV SP
Project Manager

Report Reviewed By:



Michael J. McCloskey, PG
Principal Geologist

BMP - PAGES

**SPECIFICATIONS FOR CONSTRUCTION OF
BEST MANAGEMENT PRACTICE (BMP) AND
MITIGATION AREA**

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)

CONSTRUCTION OF BLUEBELT IMPROVEMENTS
NEW CREEK BLUEBELT
STATEN ISLAND, NY

SPECIFICATIONS FOR
CONTRACT MIBBNC003

Construction of Best Management Practice, (BMP)
BMP NC-16: OLYMPIA BOULEVARD

January 2014
Prepared for the NYC Department of Environmental Protection

By Hazen and Sawyer, P.C.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

TABLE OF CONTENTS

CONSTRUCTION OF BEST MANAGEMENT PRACTICES

SPECIFIC PROVISIONS

| <u>Section No.</u> | <u>Title</u> | <u>Page No.</u> |
|--------------------|--|-----------------|
| 7.01 | Location of Work..... | BMP-10 |
| 7.02 | Work Included | BMP-10 |
| 7.03 | Inspections Before Bidding and Mandatory Pre-Bid
Conference | BMP-13 |
| 7.04 | Standard Sewer Specifications..... | BMP-14 |
| 7.05 | Inspection by the City, State and Federal Government | BMP-14 |
| 7.06 | Existing Utilities | BMP-14 |
| 7.07 | Permits to be Acquired by DEP | BMP-14 |
| 7.08 | Land for Contractor's Use | BMP-15 |
| 7.09 | Licensed Surveyor for Engineer's Use | BMP-15 |
| 7.10 | Construction – Special Requirements..... | BMP-16 |
| 7.11 | Transportation and Handling of Materials and Equipment..... | BMP-18 |
| 7.12 | Protection of Materials and Equipment at the Site | BMP-21 |
| 7.13 | Final Cleaning..... | BMP-21 |
| 7.14 | OSHA Requirements | BMP-22 |
| 7.15 | No Separate Payment..... | BMP-22 |
| 7.16 | Bid Breakdown | BMP-23 |
| 7.17 | Detailed Work Description of BMPs..... | BMP-23 |

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

STRUCTURES AND MISCELLANEOUS EQUIPMENT

| <u>Section No.</u> | <u>Title</u> | <u>Page No.</u> |
|--------------------|---|-----------------|
| 7.101 | Work Included | BMP-26 |
| 7.102 | Dewatering..... | BMP-27 |
| 7.103 | Concrete | BMP-34 |
| 7.104 | Steel Reinforcement..... | BMP-50 |
| 7.105 | Welding..... | BMP-55 |
| 7.107B | Rip-Rap Stone/Angular Natural Field Stone | BMP-61 |
| 7.110 | Sheeting and Bracing | BMP-64 |
| 7.111 | Valves | BMP-67 |
| 7.114B | FRP Weir Plates..... | BMP-70 |
| 7.117 | Graffiti Resistant Coating | BMP-75 |
| 7.120 | Trash Rack | BMP-83 |
| 7.129 | Concrete Structures..... | BMP-84 |

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

MORTARED STONE WALL

| <u>Section No.</u> | <u>Title</u> | <u>Page No.</u> |
|--------------------|-------------------------------|-----------------|
| 7.201 | Work Included | BMP-86 |
| 7.202 | Masonry Mortar | BMP-87 |
| 7.203 | Masonry Accessories | BMP-91 |
| 7.204 | PA Colonial Field Stone | BMP-93 |

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

EARTHWORK AND GRADING

| <u>Section No.</u> | <u>Title</u> | <u>Page No.</u> |
|--------------------|---------------------------------------|-----------------|
| 7.300 | Work Included | BMP-98 |
| 7.301 | Debris Removal and Disposal..... | BMP-99 |
| 7.302 | Clearing, Grubbing, and Removals..... | BMP-101 |
| 7.303 | Temporary Wooden Tree Guards | BMP-103 |
| 7.304 | Excavation..... | BMP-105 |
| 7.305 | Crushed Stone | BMP-107 |
| 7.306 | Tree Removal and Disposal | BMP-108 |
| 7.307A | Grading | BMP-110 |
| 7.308 | Fill On-Site..... | BMP-112 |
| 7.312 | Demolition and Site Clearing..... | BMP-114 |
| 7.317 | Soil Sampling and Disposal | BMP-117 |

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

LANDSCAPING AND RESTORATION

| <u>Section No.</u> | <u>Title</u> | <u>Page No.</u> |
|--------------------|---|-----------------|
| 7.400 | Work Included | BMP-135 |
| 7.401 | Landscaping for Terrestrial Zone and Wetland Zone | BMP-136 |
| 7.403 | Top Soil for Restored Area | BMP-163 |
| 7.405 | Vector, Pest and Wildlife Control..... | BMP-168 |
| 7.407 | Jute Mesh | BMP-171 |
| 7.408B | Herbicide Application..... | BMP-174 |
| 7.414 | BMP As-Built Plans..... | BMP-177 |
| 7.415 | Vines and Invasive Plant Removal | BMP-179 |

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

EROSION AND SEDIMENTATION CONTROL MEASURES

| <u>Section No.</u> | <u>Title</u> | <u>Page No.</u> |
|--------------------|---|-----------------|
| 7.500 | Soil Erosion and Sedimentation Control Measures | BMP-181 |
| 7.502 | Construction Limit Fence | BMP-184 |
| 7.505 | Sand Bags..... | BMP-186 |
| 7.506 | Sediment Trap with Filter | BMP-187 |
| 7.509A | Stabilized Construction Entrance..... | BMP-189 |
| 7.510 | Portable Sediment Tanks | BMP-192 |
| 7.512 | Dirtbag | BMP-194 |

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

PERIMETER SITE SECURITY/ACCESS CONTROL MEASURES

| <u>Section No.</u> | <u>Title</u> | <u>Page No.</u> |
|--------------------|--|-----------------|
| 7.600 | Work Included | BMP-196 |
| 7.602 | Boulder Provision and Placement | BMP-197 |
| 7.603 | Fixed and Removable Steel Pipe Bollards | BMP-199 |
| 7.605 | Sign Installation on Steel Rail Posts | BMP-202 |
| 7.606 | Permanent Accessway with Concrete Pavers or Gravel | BMP-212 |
| 7.608 | Survey Bollards and Survey Monuments | BMP-215 |
| 7.618 | Surveying Services for Location of Boundary Points | BMP-219 |
| 7.622 | Forebay/Micropool Sediment Clean-out Indicator | BMP-220 |

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

STREAMBANK STABILIZATION

| <u>Section No.</u> | <u>Title</u> | <u>Page No.</u> |
|--------------------|---------------------|-----------------|
| 7.700 | Work Included | BMP-222 |
| 7.710 | Reno Mattress | BMP-223 |

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

BMP NC-16
IN THE NEW CREEK BLUEBELT

CONTRACT MIBBNC003 CONSTRUCTION OF BEST MANAGEMENT
PRACTICES

DIVISION VII

SPECIFIC PROVISIONS

7.01 LOCATION OF WORK

This project is located in the New Creek Bluebelt, in Community Board #2 of Staten Island. The Site is in the vicinity of the intersection of Seaver Avenue and Mason Avenue and intersection of Rowan Avenue and Mason Avenue, in the neighborhood of Midland Beach. The project will encompass the development of BMP NC-16, a stormwater best management practices.

7.02 WORK INCLUDED

The work under this Contract includes the construction of Best Management Practice (BMP) NC-16. The following descriptions of work included under this Contract are general descriptions only and shall not be construed as a complete description of the work to be performed.

A. The principal items of work include:

1. Storm Sewer and Sanitary Sewer Networks

This entails excavation of trenches and layout of storm sewer and sanitary pipelines. The specifications and plans for this work are included elsewhere in these Contract Documents, not in this Addendum.

2. Best Management Practices (BMP) Construction

This will entail the construction of hydraulic features necessary to treat and convey stormwater runoff at the points where the storm sewer system discharges into the adjacent stream channel. Specifications and plans for this work are included in this Addendum.

The following BMPs will be constructed:

BMP NC-16 Olympia Boulevard

BMP-10

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

3. Site Restoration

The entire Project site will be restored upon project completion. The site restoration will include proper grading for permanent access and development of the BMP stormwater management facilities. Cleared areas will all be replanted with emphasis on the use of native plantings with the site layout designed to minimize the disturbance on the existing trees and plants. Boundaries will be established with the use of buffer areas where appropriate.

B. Involved Agencies and Firms

Before bidding, the contractor shall become familiar with the following involved agencies and firms and their respective responsibilities in the project:

1. New York City Department of Environmental Protection (DEP)

This City agency will maintain the facilities where BMP NC-16 and the storm sewer systems are to be constructed under this project.

2. New York State Department of Environmental Conservation (NYSDEC)

This State Agency has issued a freshwater wetland permit authorizing work in regulated areas to be performed under this Contract. This Agency has the regulatory authority to inspect the work site in order to ensure that permit requirements are not violated.

3. New York City Department of Design and Construction (NYCDDC)

The NYCDDC completed the designs for the storm sewer and sanitary components of the project. They will administer and inspect the Contractor's work with regard to the installation of the storm sewers, BMPs and all other aspects of the project, including managing the overall project schedule, construction sequencing of the sewer work and BMP construction. The DDC will handle permit compliance in relation to sewer construction. Whenever reference is made in these specifications to "the Engineer", it means the Resident Engineer on site, hired by NYCDDC.

4. Hazen and Sawyer, P.C.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

This engineering firm is the design consultant for all the work contained in these specifications. They are engaged by DEP.

5. Army Corp of Engineers

This Federal Agency issues permits for all work within Federal jurisdiction wetlands. This agency has the regulatory authority to inspect the work site in order to ensure that permit requirements are not violated.

6. Restoration Specialist (Construction Monitor)

The Restoration Specialist will be retained by the NYCDDC. The Restoration Specialist shall also serve as the Construction Monitor for the construction of the BMPs. The individual or firm filling this position will be responsible for overall oversight of the complete BMP installation. This individual or firm will also focus on erosion control for the entire project, and for overseeing all work in wetland areas and ensuring that the work adheres to permit requirements.

The Restoration Specialist is responsible for compliance with the permit as it relates to BMP construction. The exact powers of the Restoration Specialist (Construction Monitor) are stipulated in the wetland permit.

C. Qualifications of Contractor/Subcontractor

1. The Contractor or its proposed subcontractor shall have performed at least three (3) contracts that involved the restoration and/or creation of freshwater wetland systems.

To support the Contractor's contention that the Contractor or its proposed subcontractor is qualified to perform work involving the creation or restoration of freshwater wetlands the Contractor must provide the following information in a Statement of Qualifications within three (3) days upon request by the City:

Provide specific details on projects (i.e., location, size, cost, client, plant species, time of planting, etc.). Provide client contact person's name and telephone number. Describe any problems encountered during construction and corrective action taken to remedy the problem. Describe any violations issued by NYSDEC or any other regulatory agency. How were the violations resolved? Enclose copies of applicable wetland permits. Provide

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

chronological photos recording the progress of the restoration and/or creation efforts, including preconstruction through completion. Include any required sign-offs from client and provide a list of all plants replaced on site.

2. The Contractor shall have performed at least three (3) contracts that involved the installation and maintenance of soil erosion and sediment control devices during construction of a project.

To support the Contractor's contention that he/she is qualified, the Contractor shall be able to provide the following information in a Statement of Qualifications, as detailed in the paragraph below.

Provide specific details on the projects (i.e., location, size cost, client, etc.). Provide client contact person's name and telephone number. Describe regulatory requirements of the erosion control devices. Describe any problems encountered during construction and operation of the devices. Discuss corrective actions taken to remedy the problem. Describe any violations issued by regulatory agencies. How were the violations resolved? Provide chronological photos recording the progress of construction and operation of the erosion control devices, including preconstruction through operation during site construction and restoration after construction.

Within three (3) days upon request by the City the Contractor shall identify a Certified Professional in Erosion and Sediment Control who will be responsible for implementation of this aspect of the project. The certification of professionals is cosponsored by the International Erosion Control Association and the Soil and Water Conservation Society. The Contractor shall also provide a copy of the certification for the person so identified.

3. The Contractor must be able to complete and submit to DEP the Statement of Qualifications described in this Section within three (3) calendar days after requested to do so by DEP.

7.03

INSPECTION BEFORE BIDDING AND MANDATORY PRE-BID CONFERENCE

Before bidding the Contractor shall visit the site of the work. The Contractor shall obtain all necessary information, and make his own determinations of any and all conditions which may affect in any way the performance of his work and his bid prices under these Contracts. All pertinent data and dimensions with regard to existing construction shall be verified by the Contractor.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

Access to the site for inspection purposes prior to bidding is on a continual basis, since the site is a public property.

All bidders are required to attend a mandatory pre-bid conference, if one should be scheduled. Exact time and place meeting place is to be announced later.

7.04 STANDARD SEWER SPECIFICATIONS

Unless otherwise specified, all work, materials, and equipment shall conform to the applicable sections of the New York City Department of Environmental Protection Standard Sewer and Water Specifications.

7.05 INSPECTION BY THE CITY, STATE AND FEDERAL GOVERNMENT

The Contractor shall provide proper facilities for inspection and access to the work at all times, whenever it is in preparation and progress, for authorized representatives of the City, State and Federal Governments, the latter two in the presence of the Engineer.

7.06 EXISTING UTILITIES

All subsurface utility and structure information shown on the Contract Drawings were obtained from various plans and maps and field investigations, however, it is not guaranteed to be complete or accurate. It shall be the Contractor's responsibility to locate all such necessary utilities or structures by the digging of test pits prior to the start of construction and/or by contracting the Joint Underground Locating Service (JULS). No separate payment will be made for test pits or any other work related to locating existing utilities. During the progress of the work, the Contractor shall protect from damage any existing utilities or services within the work areas until, if required, they have been re-routed, disconnected or capped off.

7.07 PERMITS TO BE ACQUIRED BY DEP

The Contractor shall become familiar with the following permits and approvals which will be obtained by DEP:

- U.S. Army Corps of Engineers Wetland Permit.
- DEC Freshwater Wetlands Permit pursuant to 6NYCRR Parts 622 and 633, and water quality certification (Protection of Waters,

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

Public Law 95-200) pursuant to the procedures of Section 401 certification for Federal Wetland Permit;

- New York City Planning Commission authorization for alterations within the Special South Richmond Development District as designated by the City Zoning Resolution. These include modification of topography, removal of trees larger than 6 inches in caliper, and alteration of Designated Open Space; and
- New York City Planning Commission Waterfront Revitalization (Coastal Zone) Consistency Determination;

7.08 LAND FOR CONTRACTORS' USE

It is the responsibility of the Contractor to acquire land for staging area and/or use as a construction equipment and material storage yard. Staging area, stock pile sites, and other storage locations shall be protected from erosion and stormwater runoff.

7.09 LICENSED SURVEYOR FOR ENGINEER'S USE

A. Work Included

The Contractor shall engage the services of a New York State licensed surveyor as approved by the Engineer and reporting directly to the Engineer to make such surveys, BMP as-builts, soundings, cross sections or other measurements as may be required by the Engineer for BMP construction. Surveying services included in the item are for the sole use of the Engineer. The surveyor may be used by the Engineer to verify grades, but surveying services needed for layout of the BMP site and activities not related to BMP construction is the responsibility of the Contractor and is not provided under this item.

The Contractor for this Contract shall include in his total bid a per diem cost for the services performed by the Licensed Surveyor. This cost shall be shown on the Bid Schedule of Prices as Item No. BMP-7.09.

The cost proposals shall include unit prices on a per diem basis and shall include all necessary equipment, including vehicles for the Surveyors.

The cost proposals shall be submitted to the Engineer for evaluation and selection.

B. Measurement and Payment

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

Measurement for payment shall be on a per diem basis. One day shall consist of any eight (8) hour time period from 7:00 AM to 6:00 PM Monday through Friday plus travel time, not including holidays. The per diem rate shall include the services of a three man surveying crew. The Engineer shall be present during the progress of Work and the Engineer shall deem as to whether a full eight hour period had been employed in completing the Work, and as to whether the Contractor has utilized his crew at the productivity output required to complete the Work as anticipated. The surveyor will submit invoices to the Engineer, which will be forwarded to the Contractor for prompt payment. Payments shall be made for invoiced costs only, with no payment for overhead and profit.

7.10 CONSTRUCTION - SPECIAL REQUIREMENTS

A. Field Measurements

The Contractor shall take all necessary measurements in the field to determine the exact dimensions for all work and verify all pertinent data and dimensions shown on the Contract Drawings.

B. Excavated Material

Unsuitable excavated material shall be removed from the site together with all debris encountered in the excavations and the costs of such removal and disposal shall be included in the unit price bid for the applicable items in this Contract.

C. Access Requirements

The Contractor is advised that he shall provide access to the sites of the work for all other Contractors and that access to the sites of the work performed under all contracts shall be closely coordinated and scheduled with all other Contractors at the various sites during the life of this Contract.

D. Connections to Existing Piping

Connections to existing piping shall be made to permit ready disconnection of equipment with minimum disturbance of adjoining piping and equipment. The Contractor shall be responsible for the exact alignment of all piping with the existing piping and associated equipment and under no circumstances will pipe springing be allowed.

E. Noise Control

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

The Contractor shall implement noise control measures during construction including limits on the hours of operation and compliance with sound level standards. Those measures will comply with NYC and Federal noise requirements. The Contractor shall comply with the NYC Noise Code. No separate payment shall be made for this work; the cost thereof shall be included in the bid price for other items.

F. Dust Control

During construction, all appropriate fugitive dust control, including watering of exposed areas and using dust covers for trucks shall be employed. These measures include satisfying Section 1402.2-9.11 of the New York City Air Pollution Code. To prevent fugitive dust from construction activities from becoming airborne, the following measures are proposed:

- Use of water or surfactant to control dust in the construction operations and during the clearing and grading of land;
- Application of water to dirt paths, materials, stockpiles, and other surfaces that can generate airborne dust over extended periods. Construction of accessways would be built with properly sized stone or concrete equivalent over filtering material;
- Covering open-body trucks transporting materials likely to generate airborne dust at all times when in motion; and
- Prompt removal of earth or other material from paved streets where earth or other material has been deposited by trucking or earth-moving equipment, erosion by water, or other means.

No separate payment shall be made for this work; the cost thereof shall be included in the bid price for other items.

G. Protection of Archeological Resources

In order to protect specific archaeological resources where there is a significant potential impact, the Contractor shall be required to conduct a Phase 1B study (Archaeological Testing) for areas of medium and high sensitivity prior to commencement of any construction activities in these areas, as directed by the Engineer.

To perform this work, the Contractor shall obtain cost proposals from a minimum of three (3) qualified firms experienced in archeological testing.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

Prior to the Contractor entering into an agreement with any Consultant(s) in order to satisfy these requirements, the Contractor shall first ascertain from the DEP the related accumulated research and information already assembled on the subject. The Contractor shall forward this information to the prospective and selected consultant(s).

The Phase 1B Study shall be conducted according to the requirements of the New York City Landmarks Preservation Commission.

No separate payment shall be made for this work for performing 1B study; the cost thereof shall be included in the bid price for other items.

H. Sequence of Construction

All work shall be completed in accordance with the Contract Drawings, and upon approval of the Project Engineer and the Restoration Specialist. Stake out and receive approval from the Restoration Specialist for the limits of work before beginning any clearing.

Landscaping is not included in construction sequencing; the contractor must receive approval for all of the landscaping work from the Restoration Specialist prior to construction.

1. Install all stabilized construction entrances. Interior access shall be the responsibility of the Contractor.
2. Install perimeter erosion control measures such as the construction limit fence.
3. Perform general site clearing and grubbing.
4. Install temporary 24" storm sewer.
5. Install permanent 36" storm sewer.
6. Once complete, install stabilization measures such as jute mesh or equivalent and sees all graded areas.
7. Removed perimeter erosion control measures.

Note landscaping is not included in Construction Sequencing. Landscaping plans and schedule are to be determined by Restoration Specialist.]

7.11 TRANSPORTATION AND HANDLING OF MATERIALS AND EQUIPMENT

A. General

1. Contractor shall make all arrangements for transportation, delivery, handling and rigging of equipment and materials required for prosecution and completion of the work.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

2. Working space on the site is limited. Equipment shall not be delivered to the site until it can be moved directly to the area where it will be utilized.
3. If necessary to move stored materials and equipment during construction, the Contractor shall move or cause to be moved materials and equipment without any additional compensation.
4. The Contractor shall take all necessary provisions to prevent inadvertent deposition and spillage of excavated soils or other materials that are being transported from the project site. The Contractor must employ the use of the truck tracing pad, wheel washing stations or other equipment deemed necessary to prevent spillage and deposition from vehicles from other construction equipment.

B. Delivery

1. The Contractor shall arrange deliveries of products in accordance with construction schedules and in ample time to facilitate inspection prior to installation.
2. Coordinate deliveries to avoid conflict with work and conditions at the site and to accommodate the following:
 - a. Work of other Contractors.
 - b. Limitations of storage space.
 - c. Availability of equipment and personnel for handling products.
3. Do not have products delivered to project site until related Working Drawings have been approved by the Engineer.
4. Do not have products delivered to site until required storage facilities have been provided.
5. Do not have products delivered to site until the manufacturer's recommended storage instructions have been submitted and approved.
6. Have products delivered to site in manufacturer's original, unopened, labeled containers. Keep Engineer informed of delivery of all equipment to be incorporated in the work.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

7. Partial deliveries of component parts of equipment shall be clearly marked to identify the equipment, to permit easy accumulation of parts and to facilitate assembly.
8. Immediately upon delivery, inspect shipments to assure:
 - a. Product complies with requirements of Contract Documents and approved submittals.
 - b. Quantities are correct.
 - c. Containers and packages are intact, labels are legible.
 - d. Products are properly protected and undamaged.

C. Product Handling

1. The Contractor shall provide equipment and personnel necessary to handle products by methods to prevent soiling or damage to products or packaging.
2. Provide additional protection during handling as necessary to prevent scraping, marring or otherwise damaging products or surrounding surfaces.
3. Handle products by methods to prevent bending or overstressing.
4. Lift heavy components only at designated lifting points.
5. Materials and equipment shall at all times be handled in a safe manner and as recommended by manufacturer or supplier so that no damage will occur to them. Do not drop, roll or skid products off delivery vehicles. Hand carry or use suitable materials handling equipment.

D. Removing and Hauling Equipment and Materials

1. The Contractor shall inspect all items including all boxes, crates and packages containing equipment and materials for damage that may have occurred during shipment prior to its removal from the truck or other conveyance. Any damage shall be reported immediately to the Engineer.
2. The Contractor shall then carefully remove the equipment and materials from the truck or trucks on which it is shipped. The

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

equipment and materials shall then be transported to the place of installation at the job site. The Contractor shall be liable for loss or damage to the equipment and materials that may occur while being unloaded, transported, stored or installed.

3. All equipment that arrives at the job site during normal working hours shall be unloaded as soon as practicable.

7.12 PROTECTION OF MATERIALS AND EQUIPMENT AT THE SITE

The Contractor shall make every effort to minimize extended storage periods of materials and equipment at the Site by judiciously scheduling deliveries to coincide with construction needs.

Storage of any mechanical or electrical equipment out of doors at any time is absolutely prohibited regardless of the protection furnished. Storage of mechanical and electrical equipment within structures at the Site will not be permitted unless the structures are enclosed.

All mechanical equipment shall be coated, wrapped and otherwise protected from snow, rain, drippings of any sort, dust, mud, condensed water vapor, etc. during shipment, storage, and installation and until placed in service.

Should storage of mechanical equipment become necessary before it can be stored at the Site, the Contractor shall provide storage in a weatherproof warehouse.

Materials may be stored out of doors if supported above ground surface on wood runners and protected with approved, effective and durable covers.

All storage and protection of materials and equipment at the Site shall be subjected to the approval of the Engineer.

All costs for equipment protection including warehousing or other work to meet the scheduled completion date shall be deemed to be included under the Contract and no additional payment will be made.

7.13 FINAL CLEANING

A. Final Cleaning Under This Contract

1. At the completion of the work, the Contractor for this Contract shall remove all rubbish from and about the site of the work, and all temporary structures, construction signs, tools, scaffolding, materials, supplies and equipment which he or any of his

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

subcontractors may have used in the performance of the work. The Contractor shall broom clean paved surfaces and rake clean other surfaces of grounds.

2. The Contractor shall thoroughly clean all materials, equipment and structures installed under this Contract; all marred surfaces shall be touched up to match adjacent surfaces.
3. The Contractor shall clean all landscaped areas of all debris and any objectionable material, as determined by the Engineer, and shall remove all such debris off-site.
4. The Contractor shall remove all temporary erosion control measures and replace with final features as shown on the plans and other Contract Documents contained herein, as directed by the Engineer.

B. Cleaning Materials and Methods

The Contractor shall:

1. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
2. Use each type of cleaning material on only those surfaces recommended by the cleaning material manufacturer.
3. Use only materials which will not create hazards to health or property.
4. The Contractor shall only use cleaning methods approved by the Engineer.

C. Payment for Final Cleaning

No separate payment will be made for the aforementioned work, the cost thereof shall be included in the price bid for other items of this Contract.

7.14 OSHA REQUIREMENTS

The Contractor shall comply with all applicable OSHA rules and regulations regarding hazardous materials. The Contractor's specific attention is called to OSHA Regulation 29 CFR, Part 1920.120.

7.15 NO SEPARATE PAYMENT

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

No separate payment shall be made for the work specified in the Specific Provisions. All costs shall be included in the various Contract items unless otherwise specified.

7.16 BID BREAKDOWN

The Contractor shall submit a breakdown of the bid prices of this Contract within 15 days after the commencement date specified in the Notice to Proceed. The bid breakdown shall be by reference to every detailed specification section listed for the Contract Item, including physical quantities, material costs, unit costs, and installation costs, where applicable. In addition, separate amounts for the following shall be included in the bid breakdown:

Bond, Insurance and Mobilization
Final Working Drawings, Record Drawings

7.17 DETAILED WORK DESCRIPTION OF BMP

NC-16: Olympia Boulevard

BMP NC-16 is located in the New Creek Bluebelt. It is in the Vicinity of the intersection of Seaver Avenue and Mason Avenue and intersction of Rowan Avenue and Mason Avenue.

Specification Section

Specific Provisions

7.09 Licensed Surveyor

Structures and Misc. Equipment

7.101 Work Included
7.102 Dewatering
7.103 Concrete
7.104 Steel Reinforcement
7.105 Welding
7.107B Rip Rap Stone/Angular Natural Field Stone
7.110 Sheeting and Bracing
7.111 Valves
7.114B FRP Weir Plates
7.117 Graffiti Resistant Coating
7.129 Concrete Structures

Mortared Stone Wall

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

- 7.201 Work Included
- 7.202 Masonry Mortar
- 7.203 Masonry Accessories
- 7.204 PA Colonial Field Stones

Earthwork and Grading

- 7.300 Work Included
- 7.301 Debris Removal and Disposal
- 7.302 Clearing, Grubbing, and Removals
- 7.303 Temporary Wooden Tree Guards
- 7.304 Excavation
- 7.305 Crushed Stone
- 7.306 Tree Removal and Disposal
- 7.307A Grading
- 7.308 Fill On-Site
- 7.310 Plant and Sod Salvage
- 7.312 Demolition and Site Clearing
- 7.317 Soil Sampling and Disposal

Landscaping and Restoration

- 7.400 Work Included
- 7.401 Landscaping for Terrestrial Zone and Wetland Zone
- 7.403 Top Soil for Restored Area
- 7.405 Vector, Pest and Wildlife Control
- 7.407 Jute Mesh
- 7.408B Herbicide Application
- 7.414 BMP As-Built Plans
- 7.415 Vine and Invasive Plant Removal

Erosion and Sedimentation Control Measures

- 7.500 Soil Erosion and Sedimentation Control Measures
- 7.502 Construction Limit Fence
- 7.505 Sand Bag
- 7.506 Sediment Trap with Filter
- 7.507 Sediment Filter
- 7.508 Sediment Basin
- 7.509A Stabilized Construction Entrance
- 7.510 Portable Sediment Tanks
- 7.512 Dirtbag

Perimeter Site Security/Access Control Measures

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

| | |
|--------|--|
| 7.600 | Work Included |
| 7.601B | Galvanized Steel "W" Beam Guide Rail and Guide Rail Gate |
| 7.602 | Boulder Provision and Placement |
| 7.603 | Fixed and Removable Steel Pipe Bollards |
| 7.605 | Sign Installation on Steel Rail Posts |
| 7.606 | Permanent Access Way |
| 7.608 | Survey Bollards and Monuments |
| 7.612 | Bronze Plaque |
| 7.613 | Split Rail Fence |
| 7.615 | Ornamental Swing Gate |
| 7.618 | Surveying Services for Location of Boundary Points |
| 7.622 | Forebay/Micropool Sediment Clean-out Indicator |

Stream Bank Stabilization

| | |
|-------|---------------|
| 7.700 | Work Included |
| 7.710 | Reno Mattress |

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

STRUCTURES AND EQUIPMENT

7.101 WORK INCLUDED

Under structures and equipment work, Contractor shall furnish all labor, materials and equipment and shall do all work as specified herein and as shown on the Contract Drawings, including all incidental and appurtenant work required for a complete job.

The work shall include items of work specified under the following sections:

| <u>Section No.</u> | <u>Title</u> |
|--------------------|---|
| 7.102 | Dewatering |
| 7.103 | Concrete |
| 7.104 | Steel Reinforcement |
| 7.105 | Welding |
| 7.107B | Rip Rap Stone/Angular Natural Field Stone |
| 7.110 | Sheeting and Bracing |
| 7.111 | Valves |
| 7.114B | FRP Weir Plates |
| 7.117 | Graffiti Resistant Coating |
| 7.120 | Trash Rack |
| 7.129 | Concrete Structures |

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

7.102 DEWATERINGA. Description of Work

The Contractor shall furnish, install, operate and maintain dewatering equipment as required, for BMP and Bluebelt work as specified herein. The dewatering equipment shall include, but not be limited to, the following equipment items:

1. Pumps
2. Piping
3. Accessories
4. Wells.

B. General Requirements

1. General Specifications - Work performed under this Section shall be in conformance with the Standard Sewer Specifications.
2. Examination of the Sites - The Contractor shall take all steps that he considers necessary to familiarize himself with the surface and subsurface conditions at the site, and shall obtain the data that is required to analyze the water and soil conditions at the site.
3. Shop Drawings - The Contractor shall submit to the Engineer for approval shop drawings and any other material required to substantiate conformance with the requirements set forth in the specifications. Shop drawings shall include a detailed plan of operations.

C. Dewatering

1. General Information - The Contractor shall perform dewatering activities to insure that all construction is performed under dry conditions. If a well point system is proposed, the Contractor shall utilize a licensed well driller. The Contractor shall always drill down to sand or gravel layer when available and when it is below the lowest excavated invert.

The Contractor shall operate the dewatering pumps continuously, a day before and during construction until all associated work within the influence zone of the well point have been completed.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

2. Care and Disposal of Water - Care of water shall be in accordance with Section 15 - 15.25 of the Environmental Conservation Law.

Water from open cut and/or sheeted excavations, manholes, structures, trenches, or from whatever source, shall be disposed of strictly in accordance with methods approved by the Engineer.

The Contractor shall submit proposed dewatering methods to the New York State Department of Environmental Conservation for the required permits. If a well point dewatering system is proposed, the Contractor shall utilize a licensed well driller. Contractor shall contact NYSDEC a minimum of two (2) weeks in advance of dewatering system startup.

When required by the Engineer, such water shall be passed through a settling basin and tank of acceptable size and shape and equipped with an overflow. Each settling basin shall be cleaned as required and as ordered by the Engineer.

Sufficient water to flush all sewers and drains shall be provided by the Contractor when necessary. If any sewer, drain, catch basin, inlet or gutter, that receives dirty water attributable to the Site, should become filled or partially filled with sediment or debris, the Contractor shall promptly and satisfactorily remove such deposits.

D. Design Criteria

1. Provide dewatering system which will effectively reduce hydrostatic pressure and lower groundwater levels below excavation levels as necessary for safe and proper prosecution of the work and which will result in obtaining stable, substantially dry subgrade for prosecution of subsequent operations.
2. Design dewatering methods so that the effluent discharge from the sediment control measures (sump pit, sediment tank) does not impact surface water using the following protocol which was developed to monitor dewatering effluent discharge:

a. Monitoring of Dewatering Operations

Prior to the start of dewatering operations, a visual inspection of the installation of the sediment control measure(s) such as a dewatering sump pit and/or a portable sediment tank shall be made by the Engineer. Upon commencement of dewatering effluent discharge from the sediment control measures, at least three turbidity

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

measurements of the effluent shall be conducted over a 15 minute-period using the following methodology. If the arithmetic mean of these three turbidity measurements is greater than three (3) times the ambient turbidity level or 50 NTUs, whichever is less, all dewatering operations shall be discontinued until the Engineer is consulted regarding additional control measures. If the ambient turbidity level is greater than 50 NTUs, the dewatering effluent discharge shall not exceed the ambient turbidity level unless otherwise directed by the Engineer.

b. Determination of Ambient Turbidity

Ambient turbidity levels of surface waters shall be determined using a Hanna Instruments HI 93703 Portable Microprocessor Turbidity Meter available from Hanna Instruments, Inc., Woonsocket, RI or Orbeco Hellige Portable Turbidity or LaMotte Portable Turbidimeter or equivalent approved by the Engineer. Ambient turbidity measurements shall be collected under dry weather conditions. Dry weather conditions are defined as no precipitation in the preceding 48 hours. A minimum of three turbidity measurements shall be collected using as follows:

- Water samples shall be collected a minimum of 20 feet upstream of the work area prior to commencement of any construction activity.
- Water samples shall be collected without disturbing stream bank or stream bed sediments.
- The turbidity measurements shall be conducted according to the instructions provided in the unit's Operational Guide which are summarized below.
- After the meter has been turned on, fill a clean cuvet up to one quarter inch from its rim with thoroughly agitated sample.
- Allow sufficient time for bubbles to escape before securing the cap.
- Wipe the outside of the cuvet thoroughly with a lint-free tissue.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

- Place the cuvet into the cell of the meter.
- Press the Read key and the LCD will display a blinking "SIP" (Sampling in Process). The turbidity value will appear after approximately 25 second.

The arithmetic means of the three dry weather upstream turbidity measurements shall be the ambient turbidity level. Turbidity shall be measured in Nephelometric Turbidity Units (NTUs).

E. Submittals

Submit the following for approval:

1. Working Drawings

- a. Type of dewatering system proposed, showing arrangement, location and depths of proposed system, complete description of equipment and materials to be used, procedure to be followed, standby equipment, standby power supply and proposed location(s) of points of discharge of water.
- b. Obtain approval from the Engineer and appropriate regulatory agencies prior to installation of system.

F. Job Conditions

1. Subsurface Conditions

- a. Subsurface investigations and groundwater level determinations shall be conducted by the Contractor prior to implementation as specified herein.

2. Responsibilities

- a. Select and install dewatering system to accomplish groundwater control as specified.
- b. Monitor quality of discharge from dewatering system to determine if soil particles are being removed by system.
- c. Measure to ascertain if movement is caused in adjacent areas by dewatering operations; take approved measures to minimize such movement.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

- d. Take measures to prevent damage to property.
- e. Repair as approved damage, disruption or interference resulting directly or indirectly from dewatering operations.
- f. Remove sediments from all intercepted groundwater or surface water as specified herein and approved by the Engineer and the jurisdictional agency concerned. Under no circumstances shall the Contractor directly discharge, without treatment, into the drainage channel or creek.

G. Sump Pit

The Contractor, at the direction of the Engineer shall provide a stone filled pit with perforated standpipe/nozzle wrapped with filter fabric in which intercepted groundwater is pumped to an approved location.

The size and shape of the sump pit will vary due to site conditions. The size of pump should be determined from manufacturer's specifications.

- 1. The standpipe shall be a perforated 12"-24" diameter corrugated or PVC pipe.
- 2. A base of 2" aggregate shall be placed in the pit to a depth of 12". After installing the standpipe, the pit surrounding the standpipe shall then be backfilled with 2" aggregate.
- 3. The standpipe shall extend 12"-18" above the lip of the pit.
- 4. The standpipe shall be wrapped with filter cloth before installation. If desired, 1/2" x 1/2" hardware cloth may be placed around the standpipe, prior to attaching the filter cloth. This will increase the rate of water seepage into the pipe.

H. Surface Drainage

- 1. Intercept and divert surface drainage away from BMP or other excavations, wells by use of dikes, ditches, swales, open stone lined channel, temporary diversion pipes which could be either on the surface or buried, sumps or other means. To properly install buried diversion pipe the contractor may be required to excavate.
- 2. Design surface drainage systems to prevent erosion on or off the site or unwanted water flow.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

3. Remove surface drainage system when no longer required.
4. Remove debris and restore site(s) to original conditions.

I. Drainage Of Excavated Areas

1. Provide and maintain ditches of adequate size to collect surface and subsurface water and seepage which may enter excavations and divert water into sump so that it can be drained or pumped into drainage channels as approved by the Engineer and the jurisdictional agency concerned.
2. Install settling basins or other approved apparatus as necessary to reduce amount of fine particles carried by water diverted away from excavation.
3. When no longer necessary, backfill and seal drainage ditches, sumps and settling basins with approved material.

J. Execution

1. Install dewatering system as specified and with the approval of the Engineer.
2. Demonstrate by approved methods that no soil particles are present in water after 12 hours of initial pumping or draining and additionally as directed.
3. Dispose of precipitation and subsurface water away and clear of the work area. Keep excavation dry.
4. Maintain continuous and complete effectiveness of the installation.
5. Maintain water level at such elevation that no damage to structure or plant material can occur because of excessive hydrostatic pressure. In any event, maintain water level two feet minimum below bottom of subgrade until sufficient concentrate work or backfilling or both has been completed to adequately offset uplift pressures.

K. Dewatering System Removal

1. Remove and dispose of all stone, filter fabric and piping that comprise curtain drains and/or sump pits used in dewatering in accordance with Federal, State and local regulations at a permitted site.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

2. Backfill remaining space as necessary to restore surface and subsurface to its original or proposed condition in accordance with the Engineer's approval.

L. No Separate Payment

Dewatering work shall be performed by the Contractor only as directed by the Engineer. The cost for all labor, materials and equipment required for the Dewatering shall be deemed included in the bid price for other Contract Items. No separate payment shall be made for Dewatering.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

7.103

CONCRETE

A.

Work Included

Description - The Contractor shall furnish, and place all structural and nonstructural concrete as indicated on the Contract Drawings and as specified herein. Nonstructural concrete does not include steel reinforcement and is used for stone embedment, sidewalks, pedestrian ramps, curbs, concrete cores, mud mats, cradles and fill concrete or as noted on the Contract Drawings.

B.

General Requirements

1. General Specifications - The General Specification: 11-Concrete (Dated November 1991) of the Department of Environmental Protection (DEP) and Standard Sewer Specifications of the Department of Design and Construction (DDC) is declared to be part of this specification, the same as it is fully set forth elsewhere herein. Copies of this specification may be obtained from the Department. Concrete work shall conform to all requirements of that specification except as modified by this Detailed Specification.

2. Submittals

The Contractor shall submit to the Engineer for approval shop drawings and other materials required in accordance with the requirements set forth on the Contract Drawings and the Specifications in accordance with the Standard Sewer Specifications. Submittals shall also include all material required under the "Submittals" section of the chapters of General Specification 11, Concrete, and any additional submittals hereinafter specified.

C.

Detailed Requirements

The reference numbers in this Detailed Specification are keyed to the chapters and section numbers of General Specification 11; the first number(s) to the left of the first decimal designates the chapter and the subsequent numbers to the right of the first decimal designate the sections within the chapter. The Detailed Specifications herein shall take precedence over the Sewer Specifications, December 1996.

1.4.1.6 The Engineer shall be responsible for all concrete inspections (including semi-controlled inspection).

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

- 2.1 Coarse and Fine Aggregates for Concrete shall be well graded in accordance with 2.6.1.1. Maximum size of course aggregate shall be 3/4". All sieve sizes (1-1/2" to No. 200) shall be used in determining grading of both coarse and fine aggregates.
- 2.2.4 Contractor shall submit to the Engineer for approval a minimum of two (2) suppliers of aggregate he proposes to use.
- 2.2.5 Contractor shall furnish confirmation to the Engineer that he can obtain 100% of the needed aggregates from one area prior to approval to place concrete.
- 2.3 Maximum cementitious material factor shall be 680 lbs/cu. yd of concrete for 4000 psi concrete.

For concrete mixed with only Portland Cement, the total alkalis in the cement (calculated as the percentage of Na_2O plus 0.658 times the percentage of K_2O) shall not exceed 0.40%.

For concrete mixed with Portland Cement and an appropriate amount of fly ash, the total alkalis in the Portland Cement (calculated as the percentage of Na_2O plus 0.658 times the percentage of K_2O) shall not exceed 0.85%.

An approved mineral admixture Type F (Fly Ash) shall be substituted for cement in the ratio of 20% by weight

- 2.4 All concrete, unless noted otherwise on the Contract Drawings, shall be air entrained and contain a water reducing or high range water reducing admixture. For proportioning of air content and admixtures, see Chapter 3, Sections 3.5, 3.6 and 3.8.
- 3.3 All concrete shall be Class 40, 4000 psi based on 28 day compressive test. All concrete shall be proportioned and tested in accordance with Section 1.4.3 of the General Specifications 11 - Concrete, unless noted otherwise.
- 3.4 All concrete shall be normal weight. Lightweight Concrete shall not be used unless noted otherwise.
- 3.6 Slump:
1. Slump for all concrete shall be 3 +/- 1 inches, unless indicated otherwise.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

2. Where high range water reducing admixture is used, the specified water-cementitious material ratio shall be reduced by 0.02 and concrete shall be proportioned for no higher than 3-inch slump. The slump after addition of the high range water reducing admixture shall not exceed 8 inches when measured at the point of placement.
 3. A tolerance of up to 2 inch above the maximum indicated slump shall be allowed for one batch in any five consecutive batches tested provided that it can be demonstrated that the specified water-cementitious material ratio is not exceeded.
- 3.5.1.1 When the above tolerances are exceeded, the condition shall be immediately investigated and corrective action taken. Corrective action may include modification of the mix as required by the NYC Building Code. A report of the condition and the remedial action taken shall be filed with the Engineer designated for Controlled Inspection within 48 hours.
- 4.3.7.1 Form ties for all structures containing or resisting liquid pressure shall have water stops at mid-thickness of the wall.
- 5.3 Deformed billet steel bars shall comply with the requirements of ASTM A615, grade 60.
- 6.4 Expansion Joints
- 6.4.1 General Information - Expansion joints with joint fillers and joint sealants shall be constructed where shown and as indicated on the Contract Drawings.
- 6.4.2 Materials and Installation
- 6.4.2.1 Joint Fillers - Expansion joint filler shall conform to ASTM D1752, Type 1. The joint sealant shall be separated from the filler by a suitable bond breaker of polyethylene film or tape as recommended by the sealant manufacturer.
- 6.4.2.2 Joint Sealants
- a. A two component thiokol polysulfide base synthetic rubber sealant such as Pecora Synthacalk GC-2, Sonneborn-DeSoto Sonolastic 2-part, or approved equal shall be used in all expansion joints in concrete and

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

masonry and wherever else specified or shown on the Contract Drawings.

It shall be furnished in pour grade or gun grade depending on installation requirements. Primers shall be used as called for by the manufacturer. The sealant shall be furnished in colors as directed by the Engineer.

- b. A two component pourable polyurethane sealant such as Pecora NR-300. Sonneborn-DeSoto Sonolastic Paving Joint Sealant SL-2, or approved equal shall be used in all concrete floors subject to heavy traffic and wherever else specified or shown on the Contract Drawings.

- 6.4.2.3 Installation of Joint Fillers and Sealants - Joint fillers and sealants shall be installed in accordance with manufacturer's recommended procedures and as shown on the Contract Drawings. Adhesive for holding sponge rubber joint filler to concrete shall be Scotchgrip Cement No. 1300 as manufactured by Minnesota Mining and Manufacturing Co, or W.R. Meadows, Inc., or approved equal.

Joint filler that will be exposed after removal of forms shall be cut and trimmed to ensure a neat appearance and shall completely fill the joint except for the space required for the sealant. The filler shall be held securely in place and no concrete shall be allowed to enter the joint or the space for the sealant and destroy the proper functions of the joint.

A bond breaker of polyethylene film shall be used between filler and sealant. The joint shall be thoroughly clean and free from dirt and debris before the primer and the sealant are applied. Where the finished joint will be visible, masking of the adjoining surfaces shall be carried out to avoid their discoloration.

The sealant shall be neatly tooled into place and its finished surface shall present a clean and even appearance.

6.5 Waterstops

6.5.1 Work Included

- 6.5.1.1 Description - The Contractor shall furnish and install all waterstops for expansion and construction joints as indicated on the Contract Drawing, specified herein or required for a complete installation.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

6.5.1.2 General Requirements

1. General Specifications - Waterstops shall be manufactured from virgin polyvinylchloride and shall meet or exceed all requirements set forth in the U.S. Corps of Engineers Specification CRD C572.
2. Samples - The Contractor shall submit to the Engineer one (1) sample of each type of PVC waterstop. Each sample is to include a splice.

6.5.2.1 General Information - Prior to installation, the Contractor shall submit layout drawings for approval, showing diagrammatically or otherwise the extent of the waterstop installations that are proposed to ensure that all construction and expansion joints will be watertight. The drawings shall include elevations, sections, etc. and all details to show that a continuous watertight installation shall be provided.

Construction joints made in other than positions shown on the Contract Drawings for the convenience of the Contractor are subject to the Engineer's approval and shall have water stops installed in these non-indicated construction joints at no additional cost to the City.

6.5.2.2 Materials and Installation

1. Materials - All waterstops shall be of polyvinylchloride extruded from an elastomeric plastic compound of which the basis resin shall be polyvinylchloride. The compound shall contain any additional resins, plasticizers, stabilizers or other materials needed to ensure qualities which will meet the requirements herein specified.

The required minimum physical characteristics for this material are per ASTM D-638:

| | | |
|---------------------|---|--------------------|
| Tensile strength | - | 1,750 psi |
| Ultimate elongation | - | not less than 280% |

No reclaimed PVC shall be used for the manufacture of the waterstops. The Contractor shall furnish certification that the proposed waterstops meet the above requirements.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

Waterstops for construction joints shall be flat ribbed type, 6 inches wide with a minimum thickness at any point of 3/8 inches.

Waterstops for expansion joints shall be ribbed with a center bulb, 9 inches wide with a minimum thickness at any point of 3/8 inches. Center bulb shall have an outside minimum diameter of 1 inch and an inside minimum diameter of 1/2 inch.

2. Installation - Waterstops shall be installed in the work so that they are embedded to an equal depth in concrete on both sides of the joint and the waterstops shall be kept free from oil, grease, mortar or other foreign matter. Waterstops shall be adequately secured against movement during the pouring of concrete. Forms adjacent to waterstops shall be rigidly constructed and braced to prevent the concrete from leaching through joints and the displacement of waterstops due to power vibrating of the concrete. Concrete adjacent to waterstops shall be placed in 12 inch lifts and power vibrated to prevent honeycombing, voids and separation of aggregates at the surfaces of concrete separation joints.
 - a. Splices - Splices at the intersection of runs of waterstops shall be made by heat sealing the adjacent surfaces in accordance with the manufacturer's recommendations using a thermostatically controlled electric source of heat. Only straight butt joint splices will be allowed in the field. At least three satisfactory field splices shall be made as samples on site. The Engineer may require tests on these splices by an approved laboratory, at the Contractor's expense, to certify the tensile strength of the joint. The strength attained shall be at least 80% of the unspliced material before any is used in the work.
 - b. Defective Work - Defective work, as determined by the Engineer, shall be remedied by cutting and rebuilding the concrete walls and slabs, replacing the waterstop assemblies or remedied by other methods as approved by the Engineer.
 - c. Responsibility - The final responsibility for constructing a watertight condition at expansion

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

joints and construction joints remains with the Contractor as part of the work under this Contract.

6.6.2.1 The Contractor shall coordinate and/or provide for the installation of anchor bolts, pipes, sleeves, inserts, chases, recesses, and all other embedded items, required in the work.

6.6.5.3 The Contractor shall submit equipment pad layout drawings.

6.7 Precast Concrete

A. The Contractor shall furnish and install all precast items shown or specified in the Contract Documents, including all appurtenances necessary to make a complete installation. This section does not include prestressed or postensioned concrete.

B. Without limiting the generality of other requirements of these specifications all work hereunder shall conform to the applicable requirements of the referenced portions of the following documents, to the extent that the requirements therein are not in conflict with the provisions of this Section.

1. Precast Prestressed Concrete Institute Standard MNL -117.
2. ASTM C478 Specification for Precast Reinforced Concrete Manhole Sections.
3. ACI 318 Building Code Requirements for Reinforced Concrete.
4. ACI 350 R - Concrete Sanitary Engineering Structures.

C. Submittals

1. The Contractor shall submit shop drawings for all precast concrete items. Submitted drawings shall show all dimensions, location and type of lifting inserts, and details of reinforcement and the method of anchorage of surrounding work.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

2. For all precast items which are manufactured, the Contractor shall also submit a list of the design criteria used by the manufacturer.
 - a. For all precast items which are manufactured, and which have a clear dimension, in any direction, greater than or equal to 4'-0", the Contractor shall submit design calculations per criteria stated on contract drawings. The precast concrete calculations shall be stamped and signed by a Professional Engineer registered in the State of New York.
3. The Contractor shall submit approved ICBO reports for all lifting inserts, showing allowable design loads on the inserts.

D. Quality Assurance

1. Precast concrete units shall be made by an experienced manufacturer and shall be constructed as shown on the Drawings and specified herein and shall be free of defects, checks and cracks. Care shall be taken in the mixing of materials, casting, curing and shipping to avoid any of the above.
2. The Contractor shall notify the Engineer a minimum of 24 hours prior to casting and when the units have been fabricated and await the Engineer's consent prior to shipping to the site.
3. The Engineer may elect to examine the units at the casting yard or upon arrival of same at the site. The Engineer shall have the option of rejecting any or all of the precast work if it does not meet with requirements shown on the Drawings or specified herein. All rejected work shall be replaced at no additional cost to the Owner.

E. Products

1. The joint sealing compound shall be Quik-Seal, a preformed, cold applied, ready to use plastic joint sealing compound as supplied by Quikset Utility

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

Vaults, Santa Ana, California; Ram-Nick by K.T. Snyder Company; or approved equal.

2. Mortar used between the sections of precast concrete manholes and vaults shall be as recommended by the manhole section manufacturer.
3. Non-shrink grout shall be used where grouting is required.

F. Design

1. The precast concrete units shall be designed for the dead load of the units plus a minimum superimposed horizontal Truck load of H20 for the spans shown on the Drawings unless shown or noted otherwise on Drawings.
2. Deflection shall not exceed 1/360 of span at design load.

G. Fabrication

1. All precast items shall be fabricated in accordance with PCI Manual for Quality Control for Plants and Production of Architectural Precast Concrete Product.

H. Installation

1. Required pads, plates and reinforcing bars shall be furnished for casting and anchorage in the adjoining work. The precast concrete units shall be installed with the units tight and at right angles to the supporting beams or walls. The units shall be aligned and leveled in accordance with the procedures recommended by the manufacturer. Units shall be grouted by a mixture of not less than one part cement to three parts fine sand, care being taken to see that joints are filled. Damp grout that may have seeped through shall be removed before it hardens.
2. All openings in the precast units shall be made by the Contractor and are the responsibility of the

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

Contractor. Where details for an opening are not shown on the Drawings, the opening shall be made in accordance with the recommendation of the manufacturer.

- a. For precast planks, when an opening causes a loss in carrying capacity of the unit, the adjacent units shall be designed to carry the additional dead and superimposed load transferred from the unit with the opening. The Contractor shall provide saddle headers to transfer the load to adjacent members.
3. Damaged units shall be replaced at no additional cost to the City.

8.7.6 Connecting Concrete to Existing Structures

- A. Where new concrete work is to be made integral with existing concrete work, the Contractor shall proceed as follows and as shown or specified.
 1. Roughen surface of existing concrete by chipping.
 2. Cut existing concrete where required or as indicated on the contract drawings.
 3. Where it is necessary to expose existing reinforcement, the reinforcing rods shall be cleaned by wire brushing and new reinforcement shall be hooked into existing reinforcement and lapped, drilled into existing concrete and set with an approved adhesive, or welded as directed. Proper preheating shall be required prior to welding. Clearance around each bar shall be in accordance to ACI 318 requirements.
 4. Where expansion anchors are shown, holes shall be drilled in the existing concrete as indicated on the contract documents and to the minimum depths as recommended by manufacture so as to provide a minimum bond strength of 125% of yield.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

5. Waterstops to be set into existing concrete shall be as shown on the Contract Drawings.
 6. Thoroughly wash all surfaces and install waterstops and reinforcing steel as required.
 7. Apply bonding compound in strict conformance with the manufacturer's instructions.
 8. Apply new concrete in strict conformance with bonding compound manufacturer's recommendations.
- B. Where portions of existing concrete structures or masonry bulkheads are to be removed and where the remaining concrete is to be finished smooth, the Contractor shall do the following as a minimum:
1. Remove concrete or masonry to the depths shown on contract drawings or required by the Engineer.
 2. Cut off projecting reinforcement to a depth of at least 2 inches measured from the finished concrete surface. Where shown, reinforcement shall be bent across cut face and covered with new concrete.
 3. Thoroughly coat the roughened concrete surfaces by applying bonding compound in strict conformance with the manufacturer's instructions.
 4. Cement mortar shall be placed to a thickness slightly in excess of the finished surface and shall be steel-trowel-finished, flush with the adjacent surfaces.
 5. The color of new concrete in the exposed surfaces shall match the color of the existing adjoining concrete as closely as possible.
 6. Cement mortar shall consist of one part Portland cement and two parts of sand by volume.

Whenever new concrete is connected to existing concrete, the existing concrete shall be coated with bonding compound. Surface preparation, application and curing

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

shall be done in strict accordance with the manufacturer's directions.

8.7.7 Cutting and Patching Opening for Pipe and Other Penetrations in Existing Concrete

- A. The Contractor shall cut the existing concrete within the limits required, expose the existing reinforcement, and perform the work in such manner to prevent damage to the existing adjacent concrete and/or equipment. Unless otherwise permitted, line drilling is required. The exposed reinforcement shall be cleaned by wire brushing, then cut and bent to permit the installation and finally bent around the new pipe or thimble. Additional reinforcement shall be provided as shown on the Contract Drawings. When reinforcing is required to be welded to structural members, the work shall be done by approved and licensed welders using size and length of beads shown on the Contract Drawings.
- B. Coating of the existing concrete shall be as previously specified under Section 8.7.6. Non-shrinking grout shall be used for setting wall casting, sleeves and wherever called for into existing concrete.
- C. Dowels and anchors shall be set with an approved epoxy adhesive in strict accordance with manufacturer requirements.
- D. Openings shall be provided with keyed joints meeting the Engineer's approval prior to coating and patching.
- E. Where such work will be visible in the completed work, the adjacent surfaces shall be made to match as closely as possible.

8.10.5 Non-Shrink Grout - Non-shrink, non-staining grout shall be "Euco N-S" by the Euclid Chemical Company, or "Masterflow 713" by Master Builders, or approved equal. Non-shrink grout shall be mixed and placed in strict accordance with the directions of the manufacturer.

Non-shrink grout shall be used for setting the structural items where as noted on the Contract Drawings.

8.12 Concrete Sealer

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

Concrete sealer shall be a one (1) part polyurethane sealer and dustproofer, "Eucothane" as manufactured by the Euclid Chemical Company, or approved equal.

Concrete sealer shall be applied on all equipment pads.

8.13 Pigmented Admixture

This section describes Pigmented Admixture for coloring Portland cement mixtures.

It shall be certified by the manufacturer that the Pigmented Admixture shall comply with the requirements of ACI 212.3R.-10, Section 6.1., as water-reducing admixtures, and that their water reducing components have been tested for compliance with ASTM C-494 (Specification for Chemical Admixtures for Concrete). It shall be certified by the manufacturer that the Pigmented Admixture shall consist of pure synthetic mineral oxide only, and shall comply with ASTM Designation C979. It shall also be certified by the manufacturer that the Pigmented Admixture shall be single-component admixture, complying with both ASTM C494 and ASTM C979, not as a combination of two or more additives or admixtures.

The pigmented Admixture shall produce a color equal to the standards on file at the office of the New York City Department of Transportation, Bureau of Highways, Division of Roadway Engineering, 40 Worth Street, New York, NY 10013 and The Landmarks Commission, 225 Broadway, 23rd Floor, New York, NY 10007. The color shall be approved by the Engineer.

The Pigmented Admixture manufacturer shall certify that when used at the recommended dosage, the pigmented admixture has no effect on or increases the compressive strength of the concrete by 5-10% when compared with a control batch of the same mix design and slump but without the Pigmented Admixture. Testing shall be done at 28 days after depositing, and shall be measured in pounds per square inch. The test results shall be an average of at least three (3) cores of cylinders per test.

Calcium Chloride shall not be used in the composition of the admixture nor in the composition of the concrete.

The Pigmented Admixture shall be packaged by the manufacturer in incremental amounts by weight for a single

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

cubic yard of concrete, with the designated dosage clearly marked on each package.

Air entraining agent complying with ASTM Designation C260 shall be used in combination with the Pigmented Admixture.

No other agents or admixtures shall be used with the Pigmented Admixture in the concrete, unless stated in writing by the manufacturer of the Pigmented Admixture to be of no consequence to the colorfastness of the concrete mixture.

The Pigmented Admixtures shall be mixed and delivered in accordance with ASTM Designation C 94.

The same type and brand of cement, source of sand and water/cement ration shall be maintained for each load of concrete used in the entire project.

The slump of the concrete shall remain consistent throughout the project at four inches. If held-back water is added at the job site, the concrete should be mixed at mixing speed for an additional five minutes after addition of the water and before depositing.

The Contractor shall furnish for approval and on site a concrete sample for each color specified using the Pigmented Admixture. The sample shall be at least 4' x 4' x 4" and shall be given the specified surface texture and cured with the methods specified for the concrete installation. The Contractor shall not order the admixture until the samples are approved by the Engineer. Once approved, the samples shall be used for assessing color conformance of pigmented concrete installed.

Water must not be sprinkled or otherwise added to the surface of the slab during finishing. Evaporation retardants may be fog-sprayed provided they are not detrimental to the finished color of the concrete.

8.13.1 Curing Membrane

If the concrete is pigmented as per this Section, the curing membrane shall be of the liquid-membrane forming type and shall be color-matched to the pigmented concrete. Additionally, the curing membrane shall be of a type recommended by the Pigmented Ad mixture manufacturer and shall conform to both ASTM C309 and all local, State, and Federal regulations concerning volatile organic compounds (VOC). Plastic sheeting,

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

burlap, paper, or other unspecified material shall not be used as a curing membrane.

Prior to making any filed samples and the placing of any colored concrete, the Contractor, concrete supplier, engineer-in-charge, and/or city representative shall meet and discuss methods of handling the colored concrete.

8.13.2 Measurement and Payment

The quantity to be measured for payment under this Section shall be the total number of cubic yards of approved additional or requested concrete placed as directed by the Engineer.

The contract price per cubic yard of approved structural and nonstructural concrete shall be as indicated on the BID SCHEDULE OF PRICES, Item No. BMP-7.103-A (Non-Structural) and Item No. BMP-7.103 (Structural). The bid price shall constitute full compensation for all labor, materials, equipment and work incidental thereto, necessary to complete this item in accordance with the plans and specifications to the satisfaction of the Engineer.

10.4 Rubbed Finishes

The following shall be produced on concrete which has met the requirements of smooth form finish (Section 10.3.2).

- 10.4.1 Smooth Rubbed: Where this finish is required, it shall be applied no later than one day following form removal. No rubbing shall be done before the concrete is thoroughly hardened and the mortar used for patching is firmly set. A smooth, uniform surface shall be obtained by wetting the surface and rubbing it with a carborundum brick or other abrasive to eliminate irregularities until uniform color and texture are produced. Unless the nature of the irregularities requires it, the general surface of the concrete shall not be cut into. Corners and edges shall be slightly rounded by the use of the carborundum brick. Brush finishing or painting with grout or neat cement will not be permitted.
- 10.5.2 Smooth Rubbed Finish (Section 10.4.1) - for all other exterior surfaces and interior vertical surfaces.
- 10.5.3 Smooth Form Finish (Section 10.3.2) - for all other interior overhead surfaces exposed to public view and interior walls of tanks/culverts.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

10.5.4 Grout Cleaned Finish (Section 10.4.2) - for all exposed surfaces to be painted.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

7.104 STEEL REINFORCEMENTA. Description of Work

1. The Contractor shall furnish and install all reinforcing steel as indicated on the Contract Drawings and specified herein.

2. General Requirements

a. General Specifications - Steel reinforcement, electrically welded mesh and steel wire shall conform to the requirements of Chapter 5 - General Specification 11, - Concrete, November 1991 and the Standard Sewer Specifications, December 1996.

Metal chairs, ties or wires shall not extend to the concrete surfaces. Approved form ties shall provide deep recesses which shall be carefully filled with grout after forms are stripped.

b. Shop Drawings - The Contractor shall submit to the Engineer for approval, shop drawings and other material required to substantiate conformance with the requirements set forth on the Contract Drawings and the Specifications. Shop drawings shall include, but not be limited to the requirements of General Specification 11 - Concrete.

Detailed placing and shop fabricating drawings, prepared in accordance with ACI 315 shall be furnished for all concrete reinforcement. These drawings shall be made to such a scale as to clearly show construction joint locations, openings, the arrangement, spacing and splicing of the bars. No materials shall be cut or fabricated until related drawings have been approved by the Engineer.

c. Submittals - The Contractor shall also submit the following:

- 1) Mill test certificates.
- 2) A description and sample of the reinforcing steel manufacturer's marking pattern.
- 3) Request to use mechanical couplers along with manufacturer's literature on mechanical couplers

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

with instructions for installation, and certified test reports on the couplers capacity.

B. Execution

1. General Information - The Contractor shall install under this Section of the Detailed Specifications all steel reinforcement required for a complete installation for the structural work of this Contract. Bar sizes shall be as indicated on the Contract Drawings except as otherwise ordered or approved by the Engineer.
2. Materials and Installation - The steel reinforcement shall conform to the requirements as hereinbefore specified and to General Specification 11 - Concrete, Chapter 5 - Reinforcement. Reinforcing bars shall be deformed new billet steel bars conforming to ASTM A615, Grade 60. Wire mesh reinforcement shall conform to ASTM A185.
3. Welding - Wherever welding of reinforcing rods to other reinforcement or structural shapes is indicated, the welding of reinforcing steel shall conform to General Specification 11 - Concrete, Chapter 5.
4. Coiled Reinforcing - Shall not be permitted.
5. Mechanical Couplers - Hot-forged sleeve type couplers shall not be used.
6. Dowel Adhesive System - Where shown on the Drawings, reinforcing bars anchored into hardened concrete with a dowel adhesive system shall use a two-component adhesive mix which shall be injected with a static mixing nozzle following manufacturer's instructions. Thoroughly clean drill holes of all debris and drill dust with wire brush prior to installation of adhesive and reinforcing bar. The embedment depth of the bar shall be per manufacturer's recommendations, so as to provide a minimum allowable bond strength that is equal to 125 percent of the yield strength of the bar, unless noted otherwise on the Drawings. Engineer's approval is required for use of this system in locations other than those shown on the Drawings.
7. Delivery, Storage and Handling
 - a. All reinforcing shall be neatly bundled and tagged for placement when delivered to the job site. Bundles shall be properly identified for coordination with mill test reports.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

- b. Reinforcing steel shall be stored above ground on platforms or other supports and shall be protected from the weather at all times by suitable covering. It shall be stored in an orderly manner and plainly marked to facilitate identification.
- c. Reinforcing steel shall at all times be protected from conditions conducive to corrosion until concrete is placed around it.

8. Placing

- a. Reinforcing steel shall be accurately positioned as shown on the Drawings and shall be supported and wired together to prevent displacement, using annealed iron wire ties or suitable clips at intersections. All reinforcing steel shall be supported by concrete, plastic or metal supports, spacers or metal hangers which are strong and rigid enough to prevent any displacement of the reinforcing steel. Where concrete is to be placed on the ground, supporting concrete blocks (or dobies) shall be used in sufficient numbers to support the reinforcing bars without settlement. In no case shall concrete block supports be continuous.
- b. The portions of all accessories in contact with the formwork shall be made of plastic or steel coated with a 1/8 inch minimum thickness of plastic which extends at least 1/2 inch from the concrete surface. Plastic shall be gray in color.
- c. Tie wires shall be bent away from the forms in order to provide the specified concrete coverage.
- d. Reinforcing bars additional to those shown on the Drawings, which may be found necessary or desirable by the Contractor for the purpose of securing reinforcing in position, shall be provided by the Contractor at no additional cost to the Owner.
- e. Reinforcing placing, spacing, and protection tolerances shall be within the limits specified in ACI 318 except where in conflict with the Building Code, unless otherwise specified.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

- f. Reinforcing bars may be moved within one bar diameter as necessary to avoid interference with other concrete reinforcing, conduits, or embedded items. If bars are moved more than one bar diameter, or enough to exceed placing tolerances, the resulting arrangement of bars shall be as acceptable to the Engineer.
- g. Welded wire fabric shall be supported on slab bolsters spaced not less than 30 inches on centers, extending continuously across the entire width of the reinforcing mat and supporting the reinforcing mat in the plane shown on the Drawings.
- h. Bars with kinks or bends not shown on the Drawings shall not be used.

9. Splicing

- a. The length of lap for reinforcing bars, unless otherwise shown on the Drawings shall be in accordance with ACI 318 for a class B splice.
- b. Laps of welded wire fabric shall be in accordance with ACI 318. Adjoining sheets shall be securely tied together with No. 14 tie wire, one tie for each 2 running feet. Wires shall be staggered and tied in such a manner that they cannot slip.
- c. Mechanical splices shall be used only where shown on the drawings or when approved by the Engineer.
- d. Couplers which are located at a joint face shall be a type which can be set either flush or recessed from the face as shown on the Drawings. The couplers shall be sealed during concrete placement to completely eliminate concrete or cement paste from entering. After the concrete is placed, couplers intended for future connections shall be plugged and sealed to prevent any contact with water or other corrosive materials. Threaded couplers shall be plugged with plastic plugs which have an O-ring seal.

C. No Separate Payment

No separate payment shall be made for this work of this specification. All costs shall be included in the various Contract Items of this Contract.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

7.105

WELDINGA. Description of Work

1. The Contractor shall perform all welding as indicated on the Contract Drawings and as specified herein.

B. General Requirements - All welding shall be in accordance with specified standards as modified or supplemented by these Specifications. No welding shall be done when the base-metal temperature is lower than 32 degrees Fahrenheit. The subcontractor shall be responsible for the quality of the welding and shall set up and record procedures for welding all metals included in the work, Welding shall not be started until procedure, welders, and welding operators have been qualified by tests and copies of all records and reports submitted for approval. Costs of such testing shall be borne by the Contractor. Each weld shown or indicated on the Contract Drawings shall be made as specified on the approved procedure specifications provided to cover each type of weld. Welding of any special steel shall adhere, without deviation, to the written instructions of the steel manufacturer.

1. Welded Construction - Welded construction shall be used only where indicated on the Contract Drawings and approved shop drawings. The AWS Specification D1.1 (latest edition) Structural Welding Code or AWS D1.4 (latest edition) Structural Welding Code - Reinforcing Steel, as applicable and other requirements of this Section shall apply to the welded joints. Unless otherwise specified, welding shall be by automatic submerged arc or semi-automatic submerged arc,
2. Test Specimens - Test specimens shall be prepared by the Contractor for each type of welded joint as designated in paragraph entitled Procedure Qualification. Destructive tests of specimens for procedure and welder qualifications shall be conducted in accordance with AWS D1.1, Section 4, Qualifications, and the requirements specified herein.
3. Groove Welds - All groove welds shall be 100 percent complete penetration welds as defined in AWS D1.1 or shown in AWS D1.4 for reinforcing steel, regardless of whether a backup plate is shown, or whether the supplementary backing weld or melt-through symbol is included, in each groove-weld symbol shown, unless partial penetration is included in the weld symbol.

C. Welding Procedure

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

1. General Information - Welding procedures and procedure qualification tests shall be required for all welding covered by this specification to demonstrate that the combination of process, material, and technique produces the desired welds. These procedures, when qualified, become the welding procedure specification which must be followed in making weldments on materials within ranges shown in the Contract Drawings (and Specifications), and provide a means of assuring reproducible results and quality control. Procedure specifications and procedure qualification test results shall be kept by the Contractor and shall be available for examination by the Engineer. Five copies of the procedure specifications and test results shall be submitted for approval. Welding procedure specifications and tests shall be individually identified or completed on the shop details and erection drawings. Welding shall not be performed on any contract item before approval of procedure specification and qualification testing by the Engineer.
 - a. Welding Procedure Specification - A separate Procedure Specification shall be prepared for each type of weld which varies in accordance with the definition of essential changes as listed in AWS D1.1, Section 5.
 - b. Procedure Qualification - Each type of weld made by a specific process shall be qualified by tests as specified in AWS D1.1 or as specified herein for reinforcing steel.
 - c. Procedure Specification Requalification - When an essential variable, as specified in AWS D1.1, is changed, the procedure must be requalified.
 - d. Dissimilar Steels - Where dissimilar steels are welded together, the procedure shall be the same as for the lower-strength steel.
 - e. Groove Welds - All groove welds shall be 100 percent complete penetration welds as defined in AWS D1.1 or shown in AWS D1.4 for reinforcing steel, regardless of whether a backup plate is shown, or whether the supplementary backing weld or melt-through symbol is included, in each groove-weld symbol shown, unless partial penetration is included in the weld symbol.
 - f. Welded Studs - Gun welded studs shall conform with the requirements of AWS D1.1, Section 7.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

- g. Electrodes - Electrodes for structural steel welding shall conform with AWS D1.1, Section 4, as applicable.

D. Performance Certification Of Welders And Welding Operators

1. General Information - Each welder and welding operator assigned to work on this Contract shall be certified in conformance with AWS D1.1, the requirements of this Specification. Welders shall be New York City certified, and all welding shall be done in conformity with the New York City Building Code.
 - a. Welder's Certificates - Upon completion of the applicable qualification tests, each welder and welding operator shall be provided with a certificate by the Contractor. The certificate shall state the type of welding and positions for which he is qualified, the code under which he is qualified, and the firm or individual certifying the qualification tests. The certificate shall be kept on file at the job site by the Contractor and shall be made available for examination and approval by the Engineer. The certificate will remain in effect except when requalification of the welder or welding operator is required as specified in AWS D1.1 and the requirements of this Specification.
 - b. Welder's Identification - The Contractor shall assign each welder identifying number, letter, or symbol which shall be used by the welder to identify all welds made by him. For identification, the welder shall lightly stamp his symbol adjacent to the weld by means of a metal stamp.
 - c. Welder's Record - The Contractor shall maintain a record of all welders and welding operators employed on the Contract showing the date and results of tests and the identification mark assigned to each welder. These records shall be certified by the Contractor and made accessible to authorized personnel. Copies of the record shall be furnished to the Engineer.
 - d. Technique - Technique shall conform to AWS Specification D1.1, Section 4, entitled Technique, and the requirements of this Specification.

E. Supervision

All shop and field welding shall be under the immediate supervision of a representative of a standard testing agency or an approved inspection

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

agency reporting directly to, and under the control of, the Department of Design and Construction. The Contractor shall submit the name of such agency to the Commissioner for approval before starting work. The costs of all welding inspections and tests shall be borne by the Contractor.

F. Inspection and Tests During Construction

The Engineer will make periodic checks of each welder to determine that welds are being made as specified in the approved procedure specifications. Welding speed may be estimated. All welds will receive 100 percent visual inspection by the Engineer to determine weld size and profile, surface cracks, overlap, and undercut. The Engineer reserves the right to perform any test on any weld, including liquid penetrant, magnetic particle, radiographic, and ultrasonic.

G. Acceptance Requirements

1. Welds, other than stud welds, are acceptable if inspection indicates conformance within the following limitations:
 - a. Cracks - All welding exhibiting any cracks, either in the weld metal or the parent metal, will be rejected.
 - b. Undercut - Undercut shall not be more than 1/32 inch deep.
 - c. Convexity or Reinforcement - Convexity or reinforcement of a weld face shall not exceed the limits shown in AWS D1.1, and there shall be no overlap.
 - d. Fusion - Incomplete fusion or lack of penetration will not be allowed.
 - e. Small Inclusions - Slag inclusions, porosity, and other fusion defects less than 1/16 inch in greatest dimension will be allowed if well dispersed and the sum of the greatest dimensions in any linear inch of welded joint does not exceed 3/8 inch.
 - f. Large Inclusions - Slag inclusions, porosity, and other fusion defects 1/16 inch or larger in greatest dimension will be allowed providing such defects do not exceed the limits specified in AWS D1.1.

H. Repair of Defective Welds

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

1. In lieu of rejection of an entire piece or member containing welding which is unsatisfactory or which indicates inferior workmanship, the corrective measures listed hereunder may be permitted by the Engineer whose specific approval shall be obtained for making each correction. Corrective measures shall be made at the Contractor's expense and to the satisfaction of the Engineer and/or an acceptable independent testing lab
2. Defective or Unsound Welds or Base Metal - Defective or unsound welds or base metal shall be corrected either by removing and replacing the entire welds, or as follows:
 - a. Convexity and Overlap - Excessive convexity and overlap, defined in paragraph Acceptance Requirements, shall be reduced by removal of excess weld metal.
 - b. Concavity - Any concavity of weld, crater, undersize welds, undercutting: clean and deposit additional weld metal.
 - c. Discontinuities - Excessive weld porosity, slag, inclusions, defined in the paragraph entitled Acceptance Requirements, and incomplete fusion: remove defective portions and reweld.
 - d. Cracks - Cracks in weld or base metal: remove crack throughout its length, including sound weld metal 2 inches beyond each end of the crack; follow by the required rewelding.
3. Removal - The removal of weld metal or portions of the base metal shall be done by chipping, grinding, oxygen cutting, oxygen gouging, or air carbon-arc and in such a manner that the remaining weld metal or base metal is not nicked or undercut. Defective portions of the weld shall be removed without substantial removal of the base metal.
4. Additional Metal - Additional weld metal shall be deposited using an electrode smaller than that used for making the original weld, and not more than 5/32 inch diameter. The surface shall be cleaned thoroughly before welding.
5. Inaccessibility - Where work performed subsequent to the making of a deficient weld has rendered the weld inaccessible or has caused new conditions which would make the correction of the deficiency dangerous or ineffectual, the original conditions shall be

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

restored by removing the welds or members, or both, before making the corrections, or the deficiency shall be compensated for by additional work done according to an approved revised design.

6. Caulking - Caulking of welds shall not be permitted.
7. Improper Fit - Improperly fitted parts may be cut apart and rewelded. Members distorted by welding shall be straightened by mechanical means or by carefully supervised application of a limited amount of localized heat. The temperature of heated areas shall not exceed 1,200 degrees F (a dull red color). Temperature shall be carefully measured with temperature indicating crayons during the heating operation. Parts to be heated for straightening shall be substantially free of stress and from external forces, except those stresses resulting from mechanical means used in conjunction with the application of heat.
8. Peening - No peening shall be done on the root or surface layers of a weld. Peening of intermediate weld layers may be used only if authorized by the Engineer and directed by him. Care shall be exercised to prevent overpeening which may cause overlapping, scaling, cracking, flaking, or excessive cold working of weld and base metal.

I. No Separate Payment

No separate payment shall be made for this work of the specification. All costs shall be included in the various Contract Items of this Contract.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

7.107B RIP-RAP STONE /ANGULAR NATURAL FIELD STONE

A. Description of Work

Under this item, the Contractor shall perform all work necessary to install rip-rap stone or angular natural field stone where directed by the Engineer, to protect the soil surface from erosive forces and/or improve the stability of soil slopes as well as water feature bottoms that are subject to seepage or have poor soil structure.

In general, rip-rap stone shall be utilized for both temporary and permanent constructed features such as erosion control features, channel side slopes and bottoms, grade sills, slope drains, grade stabilization structures, storm drains, and cut and fill slopes subject to seepage, erosion or weathering, particularly where conditions prohibit the establishment of vegetation.

Angular natural field stone shall be utilized to stabilize, reinforce or restore naturally occurring features as well as features that are intended to appear natural, such as stream side slopes, banks and bottoms, wetlands, shorelines subject to erosion, culvert inlets and outlets, outlet stilling basins and natural upland side slopes.

Rip-rap stone may be substituted with angular natural field stone as directed by the Engineer. The Contractor may use field stones excavated in the project site, contingent upon the approval of the Engineer.

B. Materials Used

Rip-Rap Stones/Angular Natural Field Stones

Stones shall be a well-graded mixture with 50% by weight larger than the specified design size. The diameter of the largest stone size in such a mixture shall be 1.5 times the d50 size with smaller sizes grading down to 1 inch. The stone size installed shall be as directed by the Engineer and as shown on the Contract Drawings.

The minimum layer thickness shall be 1.5 times the maximum stone diameter, but in no case less than 6 inches or as specified on the Contract Drawings.

Stones for rip-rap shall be hard, durable quarry materials. Stones used for natural field stones shall be hard, durable field materials and shall be dark in coloration. They shall be angular and not subject to breaking down when exposed to water or weathering. The specific gravity shall be at least 2.5.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

Stones shall be free of decomposed stone, clay rock dust and other objectionable material. Existing stone walls and broken concrete or recycled stone shall not be used as stones. Broken concrete is not acceptable.

C. Construction Methods

Subgrade Preparation

Prepare the subgrade for stones to the required lines and grades shown on the plans. Compact any fill required in the subgrade to a density approximating that of the undisturbed material or overfill depressions with stones. Remove brush, trees, stumps and other objectionable material. Cut the subgrade sufficiently deep so that the finished grade of the stones will be at the elevation of the surrounding area. Channels shall be excavated sufficiently to allow placement of the stones in a manner such that the finished inside dimensions and grade of the stones meet design specifications.

Rip-Rap/Angular Natural Field Stone Placement

Placement of the stones shall follow immediately after placement of the filter. Place stones so that it forms a dense, well-graded mass of stone with a minimum of voids. The desired distribution of stones throughout the mass shall be obtained by selective loading at the quarry and controlled dumping during final placement. Place stones to its full thickness in one operation. Do not place stones by dumping through chutes or other methods that cause segregation of stone sizes. Be careful not to dislodge the underlying base or filter when placing the stones.

The toe of the stones shall be keyed into a stable foundation at its base as shown on the Contract Drawings. The toe shall be excavated to a depth of 2.0 feet. The design thickness of the stones shall extend a minimum of 3 feet horizontally from the slope. The finished slope shall be free of pockets of some stone or clusters of large stones. Hand placing will be required to achieve proper distribution of stone sizes to produce a relatively smooth, uniform surface. The finished grade of the stones shall blend with the surrounding area.

D. Measurement and Payment

The quantity to be measured for payment under this Section shall be the total number of cubic yards of approved stones, measured in stockpiles, containers and/or vehicles and placed as directed by the Engineer.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

The contract price per cubic yard of approved stone material placed shall be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.107-B. The bid price shall constitute full compensation for all labor, materials, equipment and work incidental thereto, necessary to furnish, place and incorporate and all other work incidental thereto, in accordance with the plans and specifications to the satisfaction of the Engineer.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

7.110

SHEETING AND BRACING

- A. Description of Work - The Contractor shall furnish and install sheeting together with all bracings as required for excavations in accordance with the provisions contained herein.
- B. General Requirements
1. Shop Drawings - The Contractor shall submit to the Engineer for approval, shop drawings and other material required to substantiate conformance with the requirements set forth on the Contract Drawings and these Specifications.
 2. Calculations - The Contractor shall submit to the Engineer for approval design calculations of his proposed sheeting and bracing plan. Such calculations shall incorporate all applicable loads as per the New York City Building Code and shall be signed and sealed by a New York State licensed professional engineer. The Contractor shall include with the calculations his detailed plan of operation as regards to the installation of the sheeting, method of excavation and removal of sheeting for the review by the Engineer.
 3. The Contractor shall have at least three years of experience in driving sheet pile and shall have completed at least three installations.
 4. The Contractor shall be responsible for the adequacy of all sheeting and bracing and for all damage resulting from sheeting and bracing failure or from placing, maintaining and removing it.
- C. Construction Sheeting
1. General - Sheeting required by the Contractor for sheeting excavations, etc. shall be designed and submitted by the Contractor for the Engineer's review. Sheeting shall be removed at the conclusion of construction unless otherwise indicated or approved by the Engineer. Sheeting shall be either steel or wood sheeting as specified herein below.
 2. Steel Sheeting - Sheeting shall conform to the requirements of ASTM A328. Sheet piles shall be new and shall be of the continuous interlock type of the section, length and weight shown on the Contract Drawings.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

3. Structural steel and other accessories such as walers, braces, tie-rod assemblies, plates and similar members used with sheet piling shall conform to ASTM A36.
4. Fastening - Bolts, nuts and washers shall conform to the requirements of ASTM A325 or A307. Connections shall be provided by the Contractor in accordance with AISC Specification for the Design, Fabrication and Erection of Structural Steel. Connections shall be subject to the Engineer's approval. Welding shall conform to the requirements of Detailed Specification 7.106, Welding.
5. Wood Sheeting - Timber of wood sheeting shall be Douglas Fir standard grade or Southern Yellow Pine No. 25R with extreme fiber unit bending stress not less than 1200 psi. All lagging shall be full size lumber (undressed), and shall be sound, free from shakes, large knots, and other defects which might impair its strength. Used timber may be furnished if equal in strength to that of corresponding new timber. Where conditions require tight sheeting to prevent loss of ground, tongue and groove wood sheeting shall be used.
6. Sheeting to be Left in Place - Construction sheeting to be left in place shall be indicated on the drawings. The Contractor shall cut off piling 2 ft. below ground surface or to the grades shown on the Contract Drawings.
7. Bracing and Anchorage - Bracing and anchorage shall be shown on the shop drawings.
8. Installation - The Contractor shall examine the areas and conditions under which steel sheet piling is to be installed. The Contractor shall notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. The Contractor shall not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Engineer.

D. No Separate Payment

The quantity to be measured for payment under this Section shall be the total number of square feet supplied and installed in accordance with the plans and specifications and direction of the Engineer.

All costs for the installation of sheeting and bracing performed in conjunction with the construction and installation of concrete structures

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

will be included under the unit bid price for Concrete Structures Section 7.129.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

7.111

VALVES

A. Description of Work: The Contractor shall furnish, shop test, install, adjust, field test and place in satisfactory operation the valve, and auxiliary equipment as shown on the Contract Drawings, specified herein and as required for a complete installation.

B. General Requirements

1. Shop Drawings. The Contractor shall submit to the Engineer for approval shop drawings to substantiate conformance to the requirements set forth on the Contract Drawings and these Specifications. Shop drawings shall include, but not be limited to, outline and dimensional drawings including detailed sections of the equipment, complete equipment and component identification, and material specification.

Drawings shall include comprehensive schematic diagrams showing wiring for each individual item of electrical equipment and all interconnecting wiring, comprehensive schematic diagrams showing all hydraulic elements; the latter to be clearly indicated so it can be furnished and installed by others, if such is applicable.

A listing of the quantity and type of recommended lubricants, spare parts and special tools and appliances to be furnished shall be included with the shop drawing submittal.

C. Gate Valves

1. Gate valves shall be flanged end, metal seated, rising stem type valves. Bodies, gates and stems shall be Type 304 stainless steel. Flanges shall be carbon steel. Packing shall be TFE impregnated synthetic fiber. Valves shall have offset, bevel gear operators arranged as shown on the drawings. Valves shall be DeZurik gate valves or equal.
2. All buried valves and other valves located below the operating deck or level, specified or noted to be key operated, shall have an operator shaft extension from the valve or valve operator to finish grade or deck level, a 2-inch square AWWA operating nut. All valves shall have a 5 1/4 " valve box with a locking lid with a 5 point hex head brass bolt. The locking lid shall be as manufactured by Star Pipe Products or approved equal.

Except as otherwise specified, all buried valves shall be painted with 2 coats of asphalt varnish in accordance with the requirements

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

of AWWA Standard C 500. This protective coating shall be protected from damage until the valve is backfilled.

3. All operators, unless otherwise specified, shall turn counter-clockwise to open. All valve operators shall be provided with the valve by the valve manufacturer. The valve manufacturer shall be solely responsible for the selection of the proper operator to meet the operating conditions specified herein. Field calibration and testing of the operators and valves to ensure a proper installation and an operating system shall be the responsibility of the valve manufacturer.

All valves shall have a minimum design pressure rating of 150 psi and capable of a test pressure of 300 psi. Buried service valves shall have mechanical joint pipe ends. Buried service valves shall be provided with AWWA operating nuts, extension stems and cast iron valve boxes. Extended valve stems, stem guides and operating nuts shall be provided as indicated or required.

4. Valves for buried service for nominal pipe sizes 3 to 12 inches shall be resilient seats and non-rising stems with double O-ring seals conforming to AWWA C509. The ends of valve ends shall be flanged, mechanical joint, or Aring-title joint as required for the type of pipe used. Valves shall be provided with 2 inch square operating units.

D. Execution

1. Installation

The procedures regarding unloading, inspection, storage and where applicable installation, described in the Appendix of AWWA C500 entitled Installation, Operation and Maintenance of Gate Valves shall be used for all valves.

All valves shall be manually opened and closed before installation to check their operation, and the interior of the valves shall be cleaned. Valves shall be placed in the positions shown on the Drawings.

2. Valve Supports

Valves shall be supported as integral components of the piping systems.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

All horizontally mounted valve operators whose weight exceeds 25 pounds shall be supported independently of the valve and piping system.

All vertically mounted valve operators whose weight exceeds 100 pounds shall be supported independently of the valve and piping system.

Valve supports shall anchor the valves against an unbalanced force in either direction. The magnitude of the force shall be based on a pressure equal to twice the maximum working pressure with a maximum allowable stress of 2 of the supports yield strength.

3. Testing

All valves shall be hydrostatically field tested at the aforementioned test pressures. Any leakage or sweating of joints shall be stopped and all joints shall be tight.

Testing shall be performed in accordance with the specifications and the ANSI and/or AWWA standards contained herein including leakage tests. Copies of the certified test results shall be provided by the manufacturer to the Contractor and submitted to the Engineer for approval.

The Contractor shall obtain and submit certified statements that the valves comply with the requirements of the standards specified herein.

4. Painting and Coatings

Valves shall be shop primed for interior and exposed piping service and shall be coated for buried service with a one (1) mil coating in conformance with the outside coatings.

E. No Separate Payment

No separate payment shall be made for this work of the specification. All costs shall be included in the various Contract Items of this Contract.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

7.114B FRP WEIR PLATESA. Work Included

1. Description - The Contractor shall provide all labor, materials, equipment and incidentals as shown, specified and required to furnish and install fiberglass-reinforced weir plates complete and operational with all anchor bolts, fasteners and accessories.
2. Shop Drawings - The Contractor shall submit to the Engineer for approval shop drawings and other material required in accordance with the requirements set forth on the Contract Drawings and the Specifications. Shop drawings include, but are not limited to:
 - a. Manufacturer's literature, illustrations, specifications and engineering data including: materials of construction, dimensions, weight and performance data.
 - b. Drawings showing the general arrangement of the weir and methods of installation with detailed mounting information.

B. Materials

1. General Information - FRP weir plates shall be 1/2" thick unless otherwise noted and constructed to the dimensions as per Contract Drawings.
2. Bolting hardware shall be locking type.
3. Bolting Hardware shall be type 316L stainless steel for all bolts, nuts and washers.
4. A neoprene side seal shall be placed on the sides of the weir plates. The neoprene side seal material shall be D2000 grade 2BC515.

C. Details of Construction

1. Weir plates shall be type I fabricated as defined in Section 1.1 of AWWA F102.
2. Weir plates shall be constructed with the following material:
 - a. Fibrous Glass: Materials used shall be continuous filament Type E (electrical borosilicate), glass with a chrome or silane finish and a styrene soluble binder compatible with

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

the resin. Surfacing veil, if used, shall be 0.010 to .020 inch thick Type C (chemical) or equivalent with silane finish and a styrene soluble binder on both sides.

3. Additives: Use thixotropic agents, mold release agents, promoters catalysts and low-shrink thermoplastic agents required for molding compounds used in the matched-die molding.
4. Plastic Resin:
 - a. Resin shall be a commercial-grade polyester thermosetting resin, which has either been evaluated in a laminate or which has been determined to be acceptable for the service conditions intended.
 - b. Resin shall contain no fillers or additives except as follows:
 1. A thixotropic agent, up to 5 percent by weight, which does not interfere with laminate quality or with the required chemical resistance of the laminate, may be added for viscosity control.
 2. Pigments, dyes or colorants used shall be light stable, not soluble in water and compatible with the resin. Color shall be selected by owner.
 3. Ultraviolet Stabilization: Provide 0.25 percent by weight ultraviolet stabilizers in all laminates. The laminate shall exhibit not greater than 2 percent deterioration of flexural and tensile properties after 1000 hours of exposure in a Type E, single open-flame, sunshine carbon-arc lamp apparatus as detailed in ASTM G23.

D. Laminate Construction For Weir Plates

1. General: Produce fiberglass-reinforced plastic fabrications by the matched-die molding process to ensure smooth resin-rich surfaces and edges, dimensional accuracy and consistency. Mold weir plate notches within dies for increased corrosion and weather resistance. Sand and seal all cut edges with non air inhibited resin to ensure edges are completely sealed and to prevent water or chemical penetration of laminate. The laminate shall consist of exterior layer and an interior layer.
2. Exterior Layer: The exterior surface shall be free of cracks and

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

crazing with a smooth finish. This surface shall consist of 0.01 to 0.02 inch of resin-rich layer reinforced with chopped strand glass. Other methods of surface protection shall be submitted to the Engineer for approval.

3. Interior Layer: The interior layer shall be constructed to provide the necessary physical properties. Where separate layers such as mat, cloth or woven roving are used, all layers shall be lapped a minimum of one inch. Laps shall be staggered. If woven roving or cloth is used, a layer of chopped strand glass shall be placed as alternate layers. A minimum of 0.1 inch of the laminate next to the exterior surface shall be reinforced with non-continuous glass strands having fiber lengths from 0.5 to 2.0 inches.

Laminate glass to resin ratio shall be 30 percent glass and 70 percent resin.

4. Cut Edges: All cut or machined edges shall be coated with resin with all voids filled and no glass fibers exposed.

5. Dimensions:

- a. Flat Crested Weir Edge; Weir plates shall be straight and vary not more than $\pm 1/8$ inch in 3 feet.
- b. Weir Plate Anchor Bolt Holes/Slots - Holes for wall mounting shall be dimensioned as shown on contract drawings. Variation in center-to-center dimensions between holes shall not exceed $\pm 1/8$ inch.

6. Finish and Appearance:

- a. The flat surfaces and edges of all weir plates, baffles, mounting brackets, closure plates and gates shall be free from porosity, voids and dry glass. Make surfaces and edges resin-rich to provide maximum resistance to corrosion and weathering.
- b. Fabrications containing porosity, voids, dry glass, delamination or defects not allowed in Table 1 of AWWA F102 may be rejected. Repair of defects to meet maximum allowable level of deviation specified in Table 1 of AWWA F102 will be permitted provided repair work is performed in a neat manner, is blended smooth and does not affect the serviceability of the fabrication. All such remedial work shall be subject to approval of Engineer.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

7. Minimum Physical Requirements: All laminates shall meet the minimum physical properties listed below:

| Value of Property | Test Method | Property |
|------------------------------------|--------------------|---------------------------|
| Tensile Strength | ASTM D638 | 15 x 10 ³ psi |
| Flexural Strength | ASTM D790 | 25 x 10 ³ psi |
| Flexural Modulus | ASTM D790 | 0.8 x 10 ⁶ psi |
| Barcol Hardness | ASTM D2583 | 40 |
| Izod Notched Impact | ASTM D256 | 13 ft-lb/in. |
| Water Absorption
(24 hr @ 23°C) | ASTM D570 | 0.1% max. |

E. Accessories

1. Provide all mounting brackets, anchor bolts, supports, stabilizing bars, angles or rods, fasteners and similar accessories required for installation of the equipment furnished. All metal accessories shall be Type 316 stainless steel.

F. Manufacturer

1. Plasti-Fab, Inc.
2. Warminster Fiberglass Company
3. Or equal.

G. Inspection

1. Contractor shall install all Work in complete accordance with the manufacturer's instructions and recommendations, and the approved Shop Drawings.
2. Contractor shall not install damaged items until repairs are made in accordance with manufacturer's written instructions and approval by Engineer. Only minor repair work will be permitted in the field. All damaged items requiring remedial work shall be returned to the manufacturer for repair or replacement.

H. Installation Of Weir Plates

1. Install all work in conformance with the approved Shop Drawings.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

2. Install at locations and elevations shown, unless otherwise approved by the Engineer.
3. Set all weir plates level within $\pm 1/16$ -inch over the entire weir length unless noted otherwise on the contract documents.

I. No Separate Payment

No separate payment shall be made for this work of the specification. All cost shall be included in the various Contract Items of this Contract.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

7.117 GRAFFITI RESISTANT COATINGA. Description of Work

Under this Item, the Contractor shall furnish and apply Graffiti Resistant Coating to exterior stone, concrete, wood or other surfaces in accordance with OSHA guidelines, manufacturer's recommendations and the plans, specifications and directions of the Engineer.

B. General

The Contractor shall apply Graffiti Resistant Coatings as follows:

1. For previously painted masonry, concrete (vertical surfaces) and bethabara wood (both painted and unpainted), metal surfaces (both painted and unpainted), apply Graffiti Solution System (G.S.S.) as manufactured by American Polymer Corporation, Sandy, Utah 84070; telephone 800-676-5963; EDMAR Supply Corporation, 718-779-7900 ext. 231, Contact: H. Kovitz. Approved equal shall be ARMAGLAZE, 9000 System aliphatic methane as manufactured by Aquarius Coating, Inc., 800-561-6750.
2. For new and unpainted masonry and concrete, the Contractor shall apply Professional Water Sealant (P.W.S.) Coatings as manufactured by Professional Products of Kansas, Inc., Wichita, Kansas 67216; telephone 800-676-7366. Local representatives: ENVIRO-Northeast Sales Corporation, Highland Lakes, New Jersey 07422; telephone 201-764-4303, contact: Ed Taimo or prequalified approved equal, or approved equal.

C. Quality Assurance

Graffiti Resistant Coating shall be applied only by an approved installer per installation instructions who shall be trained by the manufacturer of each respective product and shall be certified by the manufacturers as qualified to install materials specified for this project. Only qualified Contractors or Subcontractors and their trades persons, meeting the above requirements shall be deemed approved. Submit a copy of current SSPC Certificate if applicable.

D. Product Delivery, Storage and Handling

1. The Contractor shall deliver materials in sufficient quantity to allow for continuity of work. Protect all materials and equipment during transit, delivery, storage and handling to prevent damage and deterioration.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

2. Avoid fire; open flame and sparks. Container contents, even when empty, may ignite explosively when exposed to heat, welding, cutting torch, pilot lights and other flames and ignition sources at locations distant from the material storage and handling point.
3. Avoid inhalation, ingestion, skin contact, and eye contact.
4. Protect shrubs, plants and grass during application. Avoid wind drift which may injure passersby or damage vehicles and adjacent properties.
5. For additional cautions, human health data and protective equipment to be used (including respiratory) refer to Material Safety Data Sheets.
6. Containers shall be kept closed when not in use.
7. Dispose of excess waste materials and empty containers in accordance with all local, state and federal regulations. Empty containers as may be classified as hazardous; they retain product residues such as vapor, liquid or solid. Do not transfer contents into other containers for storage.

E.

Products

1. "G.S.S" Coatings. Note: This coating shall be applied to surfaces listed under "General" heading of this Specification (i.e. previously painted masonry, concrete and wood surfaces and metal surfaces both painted and unpainted).
 - a. G.S.S. Barrier Standard: Sealer product; standard undercoat - not high solids version. This Standard version shall be used with Clear overcoat. Barrier shall be applied over painted porous surfaces (not metal)¹
 - b. G.S.S. Barrier High Solids: Shall be used with Pigmented top coat. The high solids version is not recommended for use with clear top coating. High solids barrier consists of a one component, acrylic copolymer coating (see Manufacturer's Product Guide for more information).
 - c. G.S.S. 10 Clear Coating (Low VOC): Anti-graffiti product; overcoat G.S.S. 10 consists of a polymer

¹For steel and aluminum surfaces, in lieu of G.S.S.-Barrier, use a water-borne urethane primer such as Bond-Plex as manufactured by Sherwin-Williams Company; 718-426-8813 or prequalified approved equal.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

composition; two (2) component resin and catalyst system. It is a non-sacrificial permanent coating with flat/matte finish. G.S.S. 10 Part A is premeasured to use for Part B.

- d. G.S.S. Pigmented Coating: Anti-graffiti product; top coat. Two (2) component polyurethane, non-sacrificial, protective coating. Color shall be selected from either the manufacturer's standard color guide or Sherwin-William Industrial and Marine Coatings, System 4000 color chart. Finish shall be flat/matte (not gloss) unless otherwise noted. (pigmented coating shall be used in lieu of clear coating when previously painted substrate is not uniform in color and requires concealing with an opaque top coat.)
2. P.W.S. Coatings: Note: This coating shall be applied to surfaces listed under "General" heading above (i.e. new and unpainted masonry and unpainted concrete).

F. Execution

1. Surface Preparation

- a. Surfaces shall be thoroughly dry, cleaned and free of dust, surface dirt, oil, grease and other contaminants that might prevent penetration of the coatings. Newly constructed surfaces, repointed surfaces and concrete shall be cured for at least 28 days before application. Glossy, glazed and slick troweled surfaces should be lightly etched or abraded before application of coatings. Surface defects, voids, joints or cracks must be properly sealed or filled, allowing any patching compounds to be completely cured before application. Cleaning may be accomplished by high pressure washing, sand blasting or chemical cleaning. When chemicals are used, they should be removed by high pressure water cleaning before application of the sealant. Use of raw acids shall not be permitted. Allow cleaned surfaces to dry completely. A test must always be made prior to application using the same cleaning and application procedures as to be used on the project. This test area shall remain available to be inspected by the Engineer.

G. Application Procedures

1. General product application must not be initiated during inclement weather, or when precipitation appears imminent. Application

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

should be completed at least four (4) hours before precipitation begins.

2. For the G.S.S. Type Coating Systems consisting of both undercoat and topcoat, refer to manufacturer's Application Guide along with information specified herein.
 - a. G.S.S. Barrier Undercoat sealer shall only be applied when temperature is between 50°F and 95°F. The surface to receive Barrier shall be visibly dry and relative humidity shall be such that condensation does not form on the surface during application.
 - b. Apply two (2) coats of Standard Barrier Undercoat (3 to 4 mils total) over all previously painted masonry and wood surfaces using either brush, roller or spray. Ensure that the coatings are applied evenly and built up sufficiently to create a protective layer over the underlying surface and to eliminate any future "shadowing" or "ghosting" which would appear after the graffiti removal if the surface is not adequately sealed and coated. Barrier shall be applied creating a pinhole-free surface. Allow 1 to 2 hours between coatings. Avoid over-application of Barrier coating to avoid pooling or puddling which can result in permanent whitening. Application of Barrier in direct sunlight can also result in permanent whitening.
 - c. G.S.S. 10 Overcoats shall be applied over G.S.S. Barrier undercoat. Prior to installation of overcoats, the barrier coats shall be allowed a minimum of 12 hours drying time. Moisture shall not be permitted on undercoating prior to application of G.S.S. 10 coating. G.S.S. 10 shall be activated by mixing parts A and B. These two portions have been premeasured at a precise ratio. The Contractor shall not mix at any other ratio and shall not add thinner or water. Part B shall be poured into Part A container. While mixing together, stir well with a lifting motion to ensure that the two parts are well balanced. If the coating must be thinned for application purposes, thin with MEK only and only after Parts A and B have been mixed together. The coating may be applied by brush, roller or spray. Apply two (2) coats of G.S.S. 10 of 1 to 2 mils thickness each coat. Allow one (1) to two (2) hours before applying the second coat. If using roller, direct the roller upwards from bottom toward top maintaining a wet wedge.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

- d. Coverage rates will vary depending upon porosity of the surface and method of application. Once activated, the coating has a pot life of approximately 4 to 6 hours under normal conditions (80°F or less). The lid shall not be left off the container unnecessarily.

H. For the Professional Water Sealant (P.W.S) Type Cleaning System, refer to Manufacturer's Application Guide along with information specified herein.

1. P.W.S shall be applied only when temperature is between 60°F and 80°F and relative humidity is 50%. Under these ideal weather conditions, the coating will dry to the touch in approximately twenty-five (25) minutes. At lower temperatures, drying time will be longer.
2. The coating shall be applied over all new and unpainted masonry, concrete and wood surfaces using a two (2) coat application process, with a drying time of not more than two and one-half (2-1/2) hours between applications.

Curing time will vary depending upon the temperature and humidity conditions. The second coat shall require six (6) to eight (8) hours to develop full graffiti protection.

3. On vertical applications, P.W.S. shall be applied with a low pressure airless sprayer at an angle to allow the sealant to run down the face rather than to penetrate deep into the voids of the substrate. On porous and rough stone surfaces, it shall be necessary to apply a mist coat before flood coating.
4. On horizontal surfaces, such as wooden bench slats, P.W.S. shall be applied by brooming, brushing, rolling or using airless spray equipment. The coating shall not be permitted to puddle or pond. Over-application may cause surface to become slippery when wet. Excess sealant shall be wiped up immediately.
5. For low pressure spray application, the setting shall be about 40 psi to avoid atomization of the material. Spray equipment shall be fitted with stainless steel or brass fittings and gaskets suitable for solvent solution. A fan spray tip of 50E with flow rate of approximately 4/10 of a gallon per minute is recommended. Coatings shall be applied in a saturating spray application from the top down. Apply sufficient material to create a six (6) inch to eight (8) inch rundown below the contact point. Allow the first

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

application to penetrate the masonry surface until dry to the touch. If a second application is required, less material will be needed.

6. For brush application, brushes should be nylon or other synthetic material resistant to solvent solution. When applying Professional Water Sealant with a brush, apply sufficient material to thoroughly saturate the surface. Avoid excessive overlapping. Take care of brush out runs and drips, and to avoid buildup of Professional Water Sealant.
7. Container shall be kept tightly sealed until ready to use. Stir thoroughly before use. Product shall not be diluted or altered in any way. Coverage rates will vary depending upon surface porosity and texture. Once opened, Professional Water Sealant must be used within 24 hours.

I. Clean-Up Instructions

Clean application equipment immediately after each use. For G.S.S products, avoid having the G.S.S. 10 coating set up on or inside application equipment, by cleaning frequently with any of the following solvents (do not use solvents other than listed): xylene, lacquer thinner, MEK or n-btyl acetate. If coating has begun to set up and cannot be cleaned with the above, G.S.S. Erasol shall be used for cleaning. All drips and over spray shall be cleaned while still wet. For spraying equipment, cleaning with MEK every one (1) to two (2) hours is recommended. Since G.S.S 10 adheres permanently to surfaces, including human skin, spills shall be cleaned immediately. For P.W.S. products, clean equipment with mineral spirits or paint thinner.

J. Cure Time Required Prior To Remover Use

For G.S.S. products, full curing time required before graffiti can be removed from newly applied protective coating is seven (7) days at ambient temperatures. Curing period is longer during cooler temperatures. A test patch shall be performed during cooler temperatures to determine whether the G.S.S. 10 top coat has cured sufficiently to remove graffiti with Erasol Remover product. Apply a small amount of Erasol Remover product on a clean spot of the coated surface and let it stand for 24 hours undisturbed. When the coating appears to have softened, it has not fully cured. When the coating remains hard, then Erasol may be used to remove graffiti.

K. Graffiti Removal

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

1. For permissible materials to be used in removing any graffiti which may accumulate during construction contract duration, the Contractor shall refer to listing found under Section 7.116.12 (Extra Materials).
2. For graffiti removal procedures, see manufacturer's literature and instructions. Use of chemicals which are not included in manufacturer's list of components for remover system may damage or remove the protective coating, thereby necessitating the reapplication of sealant/coating systems.
3. Use of remover products which are not part of the complete system (i.e. not manufactured by the same companies as protective coatings) will void the 10 year manufacturer's warranties/guarantees.

L. Submittals

1. The Contractor shall submit manufacturer's technical data sheets, vapor transmission testing results and applicable OSHA regulations for storage, handling and application of both the Graffiti Resistant Coatings and Graffiti Remover products to the Engineer for approval.
2. The Contractor shall submit manufacturer's product guarantee/warranty for a period of ten (10) years from the date of purchase, stating that the coatings will allow for the removal of all types of paint and other graffiti materials when same manufacturer's removal product has been used subject to listing of manufacturer's limitations which shall be included with the submittal. Manufacturer and/or its Certified Applicator shall remove the graffiti and recoat the surface at their own expense. The G.C. Contractor shall provide, sealed in plastic, a statement of the warranty with the name, telephone number and address of the manufacturer of the product to be contacted in the event that product fails. G.C. shall forward one (1) copy of the warranty to the following at the time of final acceptance:

DEP Staten Island Bluebelt Field Office
182 Joline Avenue
Staten Island, New York 10307
718-984-0489
718-984-4430 (fax)

3. The Contractor shall submit written certification from the respective manufacturers of coatings, certifying that installers have

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

been properly trained and are currently approved by the manufacturers to install the specified graffiti resistant coatings. Provide copy of certification to the Engineer prior to start of Contract work.

M. Measurement and Payment

The quantity of graffiti resistant coating to be paid for under this Item shall be the number of square feet of surfaces prepared, coated and cured in accordance with the Contract Drawings, Specifications and directions of the Engineer. The price bid shall be a unit price per square foot as indicated on the BID SCHEDULE OF PRICES, Item No. BMP-7.117. The bid price shall include the cost of all labor, materials, equipment and incidental expenses necessary to complete the work of furnishing and installing graffiti resistant coatings including surface preparation, application and proper curing of coating and maintenance of surfaces coated throughout contract duration, all in accordance with the plans, specifications and to the satisfaction of the Engineer.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

7.120 TRASH RACKA. Work Included

1. Description. The Contractor shall furnish and install trash rack as shown on the Contract Drawings.

The work shall include all labor and materials necessary to furnish, paint, deliver, install and test the equipment.

2. General Requirements.

- a. General Specifications. Except as modified by the Detailed Specifications, the work performed under this section shall conform to the requirements of the latest NYCDDC Standard Sewer Specifications
- b. As-Built Conditions - The Contractor shall perform an as-built survey to verify all pertinent dimensions prior to fabrication of the bar rack and the Contractor shall have full responsibility for the proper fit of the furnished bar rack sections at the location designated on the Contract Drawings.
- c. Shop Drawing. The Contractor shall submit to the Engineer for approval shop drawings and other material required to substantiate conformance with the requirements set forth on the Contract Drawings. Shop drawings shall include dimensional drawings including detailed sections of structural steel and equipment, complete identification and material specifications.

B. No Separate Payment

No separate payment shall be made for this work of the specification. All costs shall be included in the various Contract Items of this Contract.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

7.129 CONCRETE STRUCTURESA. Work Included

The Contractor shall install, test and place in satisfactory operation all Concrete Structures as shown on the Contract Drawings and specified herein. Concrete Structures include but are not limited to headwalls, retaining walls, perimeter walls, weir walls, hydraulic flow splitters, hydraulic riser boxes, culverts, sewers, chambers, catch basins, manholes, sand filters, pedestrian bridges and stone piers.

B. General Requirements

1. General Specifications-The General Specification: 11-Concrete (Dated November 1991) of the Department of Design and Construction (DDC) is declared to be part of this specification, the same as it fully set forth elsewhere herein. Copies of this specification may be obtained from the Department. Concrete work shall conform to all requirements of that specification except as modified by the applicable sections of this Detailed Specification.
2. Refer to Sect 7.103.C: Detail Requirements as contained within this contract specification.
3. Submittals

The Contract shall submit to the Engineer for approval shop drawings and other materials required to substantiate conformance to the requirements set forth on the Contract Drawings and the Specifications in accordance with the Standard Sewer Specifications. Submittals shall also include all material required under the "Submittals" section of the chapters of General Specification 11, Concrete, and any additional submittals hereinafter specified.

C. Measurement and Payment

The quantity to be measured for payment under this Section shall be the total number of Concrete Structures installed as directed by the Engineer.

The Contract price for each Concrete Structures shall be as indicated on the Bid Schedule of Prices Items No. BMP-7.129-1 and BMP 7.129-2. The bid price shall include all work and equipment necessary to complete this item in accordance with the plans and specifications and to the satisfaction of the Engineer. The Concrete Structures unit price shall

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

include but not be limited to concrete, reinforcement, excavation, backfilling, crushed stone, geotextile, sheeting and bracing, stone facing, hatches, manhole covers, grating, railings, piping, hoods, valves, weir plates, ladders, steps, trash racks and bronze plaque. The unit price shall also include removal of all existing structure and debris found at the proposed new structure location.

D. Concrete Structures Summary

| <u>Item</u> | <u>Description</u> |
|-------------|--------------------|
| BMP-7.129-1 | Structure No. 1 |
| BMP-7.129-2 | Structure No. 2 |

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

MORTARED STONE WALL

7.201

WORK INCLUDED

Under this item, the Contractor shall furnish all labor, materials and equipment for completing the construction of mortared stone wall as specified herein and as shown on the Contract Drawings, including all incidental and appurtenant work required for a complete job.

The work shall include items of work specified under the following sections:

| <u>Section Number</u> | <u>Title</u> |
|-----------------------|-------------------------|
| 7.201 | Work Included |
| 7.202 | Masonry Mortar |
| 7.203 | Masonry Accessories |
| 7.204 | PA Colonial Field Stone |

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

7.202

MASONRY MORTARA. Description of Work

1. Description. Furnish all labor and material necessary for the preparation and placing of all mortar for masonry and stone work.
2. General Requirements.
 - a. General Specifications. Masonry mortar and grout materials shall comply with the requirements of this Section, except where otherwise shown or specified. Where no description has been specified for any material required, the current Reference Standard RS 10-1, Masonry - City of New York Building Code, shall apply. Concrete materials shall conform to the requirements of General Specification 11 -Concrete.
 - b. Code. The use of masonry cement mortar, as approved by the Board of Standards and Appeals, is optional. Masonry cement mortar shall fulfill the requirements of the Administrative Code of the City of NY and it shall be a mix of one part cementitious material to two-and-three-fourths parts of sand by volume. It shall be furnished in sacks containing one cubic foot each, and shall be marked with the weight.
 - c. Test. Masonry mortar samples shall be provided by the Contractor upon request from the Engineer. Samples will be subject to tests in conformance with ASTM C270.
 - d. Job mock-up. Sample panels will be constructed at the site. At that time, adjust mortar samples to achieve desired colors at the discretion of the Engineer.

B. Materials

1. Cement. Unless otherwise qualified, the term "portland cement" whenever used in connection with masonry work shall conform to the requirements of General Specification 11 - Concrete. Masonry cement shall fulfill the requirements of ASTM C91.
2. White Portland Cement. White portland cement shall be approved domestic product containing no ingredient that will stain other materials with which the cement comes in contact. It shall not

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

contain more than 0.03% by weight of soluble alkali and shall fulfill the requirements of ASTM C150.

3. Lime Putty. Lime putty shall be made from hydrated lime except that quicklime may be used when adequate time and facilities are available for aging. Suitable precautions shall be taken to protect the putty from exposure to the sun and to prevent excessive evaporation when stored.
 - a. Hydrated lime shall be mixed with the amount of water called for in the printed directions of the manufacturer to form a putty and shall be allowed to stand for at least 24 hours before using. The hydrated lime may be sifted into the water, or the putty may be screened or punched through a sieve, or treated in any other manner, so as to obtain a smooth lump-free putty. Hydrated lime shall fulfill the requirements of ASTM C6.
 - b. Quicklime (pulverized) shall be slaked in suitable large batches, with the amount of water called for in the printed directions of the manufacturer, to form a thick cream. Lime shall be sifted into water. During cool or cold weather, precautions shall be taken to maintain the heat and prevent premature cooling during the process of hydration. The slaked quicklime shall be passed through a No. 10 sieve and stored for at least 72 hours before using. When the use of lump quicklime, slaked on the job, in lieu of pulverized quicklime is specifically approved for plastering, the cooling and aging period shall be not less than 14 days. Quicklime shall fulfill the requirements of ASTM C5.
 - c. Pressure hydrated lime shall be used as recommended by the manufacturer and shall conform to the requirements of ASTM C206.
4. Fine Aggregate. Sand shall conform to all the physical and chemical requirements and fulfill all the test requirements of NY Specification 24-S-30 for types as herein specified.

Fine aggregate for thin joints for units with cut or ground edges shall be Class A Type 2A but with not less than 95% passing thru No. 16 sieve.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

Fine aggregate for masonry work in general, glass block and plaster shall be Class A Type 2A. For joints which are 1/2" wide or more, Type 2A shall be used.

White sand shall be pure silica sand or marble dust having a gradation approximately within the limits specified for thin joints.

Sand in setting bed mortar for tile shall be as described for masonry work, except that not more than 5% shall pass thru a No. 100 mesh sieve.

Fine aggregate for pointing mortar tile (ceramic and quarry) shall be as specified for masonry work, except that 100% shall pass thru a No. 30 mesh sieve with no more through than 5% passing through a No. 100 mesh sieve.

Before the start of work, sample of fine aggregate shall be submitted to the Engineer for approval.

5. Water. Water used in connection with masonry work shall be clean and free of injurious amounts of oil, acid, alkali, organic matter or other deleterious substances, or shall be the water used in the City for drinking purposes.
6. Waterproofing and Non-Shrink Admixtures. An approved waterproofing plasticizer with pozzolanic properties containing pure stearic acid and equal to "Omicron" by Master Builders, or "Hydrocide" powder by Sonneborn Building Products Division of Contech, Inc., shall be added to produce a non-shrinking waterproof mortar. Admixture will be mixed with mortar as per manufacturer's requirements or if manufacturer does not specify in a 15:1 volumetric ratio of mortar to admixture.
7. Grout. Grout shall be mixed to a thick consistency. Neat grout shall be composed of cement and water only. Non-staining cement shall be used for non-staining grout.

C. Mixes

1. General Specifications. The mortar mixtures shall conform to ASTM C270. The proportions of cement specified herein are the minimum.
2. Type M Mortar. ASTM C270; composed by volume in proportions of 1/2 part portland cement, 1 part masonry cement and not more than 4 parts sand, measured in a damp, loose

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

condition, with waterproofing added, with a minimum average compressive strength at 28 days of 2,500 psi. Use Type III mortar for all masonry work which is below grade.

3. Mixing. Mortar shall be freshly mixed and the quantity of each batch shall not be in excess of the amount that will be used before the same has started to set. Retempering will not be permitted. The ingredients for each batch shall be accurately measured and combined in the proportions specified, all parts being measured by volume. Mortar shall be mixed in a batch mixer or by hand and shall be of uniform color and consistency. Mixer drums shall be entirely emptied of a batch before charging for a succeeding batch is started. The mixing time shall be not less than 5 minutes, approximately 2 minutes of which shall be for mixing the dry materials and not less than 3 minutes for continuing the mixing after the water has been added.
4. Coloring. Mortar shall be colored using cement during the mixture process. After mixing, mortar shall be of uniform color.

D. Measurement and Payment

No separate payment shall be made for this work of the specification. All costs shall be included in the various Contract Items of this Contract.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

7.203

MASONRY ACCESSORIESA. Description of Work

1. The Contractor shall provide all labor, materials and equipment necessary to place all masonry accessories as specified and shown on the Contract Drawings.
2. General Requirements.
 - a. Samples. Submit three of each item to the Engineer as specified in the General Conditions.
 - b. Job Mock-Up. A sample panel will be constructed at the site. At that time furnish all anchors, ties and reinforcement necessary to construct the sample panel.
 - c. Manufacturer.
 - 1) Acceptable manufacturers of anchors, ties and accessories: Hohmann and Barnard, Inc., Hickman Building Products, Inc., or approved equal.
 - 2) Acceptable manufacturers of joint reinforcement: Dur-O-Wall, Inc., AA Wire Products or approved equal.
3. Product Delivery, Storage and Handling. Materials shall be stored under cover in a dry place and protected from the elements.

B. Materials

1. Anchors and Ties for Exterior and Interior Work . Non-corrosive, stainless steel.
 - a. Corrugated or Crimped Ties. 22 gauge, not less than 7/8-inch wide, not less than 5 inches long.
 - b. Dovetail Type Masonry Anchors for Fastening Stone to Slot Inserts in Concrete. Shall be designed to fit the slots, not less than 16 gauge, 7/8-inch wide, turned up 1/4-inch at the end. Dovetail slots shall be 20 gauge filled type, furnished under this Section and installed under General Specifications 11, Concrete.

C. Installation

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

1. Clean off foreign coatings that will destroy or reduce the bond immediately before placing reinforcing anchors and ties.
2. Provide all anchors, anchor slots, ties, masonry joint reinforcement and other anchorage devices necessary to anchor masonry work to the structure and to other masonry.
3. Coordinate placement of vertical slots 16-inch o.c. for anchorage of masonry furring and facings in front of concrete. Continuous slots shall not be placed closer than 3 inches to the edges of concrete work.

D. Measurement and Payment

No separate payment shall be made for the Masonry Accessories construction of Concrete Structures. All costs shall be included in the unit cost of the Concrete Structures item, specification section 7.129.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

7.204 PA COLONIAL FIELD STONEA. Description of Work

The Contractor shall furnish all labor, materials, equipment and services necessary to install stone facing as specified herein and as shown on the Contract Drawings.

B. General Requirements.

1. Samples. Furnish sufficient stone units including special shapes required, to show range of colors, texture, finishes and dimensions.
2. Job Mock-Ups.
 - a. Construct two 4 ft.-0 in. x 6 ft.-0 in. sample panels of stone units, with at least one 90E corner, and coping. Show backup and reinforcement.
 - b. The Contractor shall construct the three types of sample panel as often as required by the Engineer to achieve approved samples. Do not proceed with construction until sample panels are accepted by the Engineer.
 - c. Retain accepted samples as reference standard for project.
 - d. Demolish and remove sample panels from the site after completion and acceptance of all masonry work.
3. Store all stone units above ground on level platforms which allow air circulation under stacked units; cover and protect against wetting prior to use.
4. Handle units on pallets of flat bed barrows and do not permit free discharge from conveyor units or transporting in mortar trays.
5. Do not place concrete masonry units, when air temperature is below 40° F (4° C) without specific instructions in writing from the Engineer.

C. Stone Facing Work1. Materials

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

- a. Stones: All stones shall be quartzite sandstone, commonly known as Pennsylvania Colonial Field Stone or natural local stone as approved by the Engineer.

All stones shall generally have a minimum length of one (1) foot six (6) inches and a minimum height of six (6) inches. All stones shall generally have a maximum length of three (3) feet zero (0) inches and a maximum height of twelve (12) inches. Stone widths shall generally be no more than twelve (12) inches, and shall generally conform to the width of the stone ledge provided.

All stones shall be free of soil and debris in order to achieve a secure bond with the mortar.

D. Installation

1. Lay stone with not less than 1" nor more than 2" of the specified mortar between stone and the back-up wall, and in accordance with the approved mock-up.
2. Joints shall have a nominal thickness of 3/8-inch, and uniform.
 - a. Strike joints flush in surfaces not exposed to view.
 - b. Point joints tight in unparged masonry below ground, or water level.
 - c. Tool joints in exposed surface when thumb-print hard with round jointer.
3. Contractor shall field verify condition of existing structures and surfaces as per ACI guidelines 201.1R prior to laying of stone.
4. Laying
 - a. Lay only dry units. Stones shall be laid in cement mortar so as to form full bed, end and side joints at one operation. Stones shall be laid with flat side down and best side facing outward. Those stones with best face on all sides shall be used for the top course as wall cap.
 - b. Stones shall be tightly wedged together and flash point mortared in place.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

- c. Provide full mortar coverage on horizontal and vertical face shells. Provide full mortar coverage also on webs, in all starting courses, in piers, columns and pilasters, and adjacent to cells or cavities to be filled with grout.
- d. Shove vertical joints tight.
- e. All stones shall be laid in a horizontal banding pattern, utilizing the one-over-two and two-over-one method. Set units plumb, true and line, and with level courses accurately spaced. Adjust units to final position while mortar is soft and plastic.
- f. Keep open spaces at control joints and expansion joints free of mortar by using a continuous wood or metal strip temporarily set in the wall.
- g. If units are displaced after mortar has stiffened, remove, clean joints and units of mortar, and relay with fresh mortar.
- h. When jointing fresh mortar to set or partially set stone construction clean exposed surface to set masonry and remove loose mortar prior to laying fresh masonry. If necessary to stop off a horizontal run of masonry, rake back one-half block length in each course. Do not use toothing to join new masonry to set or partially set masonry when continuing a horizontal run.

5. Anchors and Reinforcement

- a. Units at corners and at intersections shall be bonded with masonry bond and preformed joint reinforcement spaced vertically 16-inch o.c.
- b. Where block passes concrete, anchor with one dovetail anchor for each 2 square feet of wall surface.

6. Built-In Work

- a. Avoid cutting and patching.
- b. Install bolts, anchors, nailing blocks, inserts, frames, vents, flashings, conduit and other built-in items as masonry work progresses. Solidly grout spaces around built-in items.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

- c. Coordinate the work of this Section with work of all other trades so that no requirements are overlooked.
7. Protection of Work
- a. Protect sills, ledges and off-sets from mortar drippings or other damage and remove misplaced mortar or grout immediately.
 - b. Cover top of walls with non-staining waterproof coverings when work is not in progress. Provide minimum 2 ft. overhang of protective covering each side of wall and securely anchor.
 - c. Protect face materials against staining.
8. Pointing and Cleaning
- a. At final completion of unit masonry work fill holes in joints and tool the same.
 - b. Cut out and repoint defective joints.
 - c. Dry brush masonry surface after mortar has set, at end of each day's work and after final pointing.
 - d. Leave work and surrounding surfaces clean and free of mortar spots and droppings.
 - e. Wash down all exposed brick with an approved masonry-type detergent, and then thoroughly rinse with clean water. Before applying any cleaning agent to the entire wall, apply it to a sample wall in a location approved by the Engineer. Cleaning shall not proceed until the sample area has been approved by the Engineer after which the same materials and methods shall be used on the entire work. Acid solutions or acid-type detergents shall not be used.

E. Measurement and Payment

The quantity to be measured for payment under this Section shall be the total number of cubic yards of PA Colonial Field Stones and mortar furnished in accordance with the plans and specifications and directions of the Engineer. The contract price per cubic yards of approved PA Colonial Field Stones shall be as indicated on the BID SCHEDULE OF PRICES

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

Item No. BMP 7.204. The bid prices shall be a unit price per cubic yards of PA Colonial Field Stones furnished.

No separate payment shall be made for PA Colonial Field Stones furnished and installed as facing on Concrete Structures. All costs shall be included in the unit cost of the Concrete Structures item, specification section 7.129.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

EARTHWORK AND GRADING

7.300

WORK INCLUDED

Under earthwork and grading, the Contractor shall provide all labor, material, tools and equipment necessary to complete the execution of the work in complete accordance with the Specifications and all Contract Drawings. The work shall include items of work specified under the following sections.

| <u>Section Number</u> | <u>Title</u> |
|-----------------------|---------------------------------|
| 7.301 | Debris Removal and Disposal |
| 7.302 | Clearing, Grubbing and Removals |
| 7.303 | Temporary Wood Tree Guards |
| 7.304 | Excavation |
| 7.305 | Crushed Stone |
| 7.306 | Tree Removal and Disposal |
| 7.307A | Grading |
| 7.308 | Fill On-Site |
| 7.312 | Demolition and Site Clearing |
| 7.317 | Soil Sampling and Disposal |

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

7.301

DEBRIS REMOVAL AND DISPOSALA. Description of Work

Under this item, the Contractor shall remove all debris and objectionable material in the work areas. Debris such as household, yard wastes and construction fill, fencing, abandoned structures, stones, wood as well as construction debris and any other objectionable debris shall be removed from the specific areas within the limits of the Contract, in accordance with the plans and specifications as directed by the Engineer. Removal of fallen trees which are resting on the ground shall be included in this item. The removal and disposal off-site of the following items shall be included in this Item: abandoned vehicles, large appliances, tires, auto engines, other auto debris, scrap pieces of metal, plastic, wood, asphalt and concrete rubble, other dumped fill, household waste and yard waste. This work is to be done before installation of guide rail and/or landscaping activities and other pertinent work of this Contract.

Stones deemed suitable for reuse shall be stockpiled on-site at a location determined by the Engineer or DEP Representative. Stones deemed not useful for contract purposes shall be removed by the Contractor from the site.

The Contractor shall carefully protect all trees, shrubs and other growth to remain, and shall be liable for any and all damages to property caused by Debris Removal operations. All trees, plants, and constructed features damaged during Debris Removal shall be replaced or restored to their original condition to the satisfaction of the Engineer.

This item shall apply only to those areas not covered by the item, Clearing, Grubbing and Removals. All debris removal in areas covered by Clearing, Grubbing and Removals shall be paid for under the unit price bid for Clearing, Grubbing and Removals.

B. Construction Methods and General Removal Protocol

All removal of debris from wooded areas, marshes, ponds and stream beds shall be performed by hand, except those areas that can be reached by machines located on paved roads or hard-packed open surfaces. Debris shall be removed to the nearest street edge for removal by the Contractor.

In sensitive natural areas, the removal of debris may cause more damage to the landscape than the benefits derived from the clean-up. Therefore, for debris that is inaccessible from a hard surface, the Contractor shall consult with the Engineer to decide if it shall be removed. Engineer will

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

inform the Contractor of any debris items not to be removed due to inaccessibility and anticipated damage to soils and vegetation.

Every effort to protect overhanging branches from damage by machines shall be taken. No plant material shall be removed except as ordered by the Engineer.

1. Where accessible from paved road or existing packed dirt road, use front-end loader and/or backhoe to remove items to nearest street. Heavy machinery must remain on paved/hardened surfaces.
2. With the consent of Engineer, remove debris from wooded, field, or marsh areas by hand. Use existing trails where possible. For marsh areas, choose an entry point that minimizes the impact on vegetation. Blow torches, hand tools, and wheel barrows can be used to disassemble and remove large items. In order to minimize leakage from vehicles, separately remove and dispose of fluid-containing car parts.
3. With the consent of Engineer, remove items in open water by hand, unless of large enough size to warrant the use of a winch. In both cases, choose an entry point that will have the least impact on the shoreline, considering both the edge vegetation and bank stability. If using a winch, attach chains to the object and pull to shore. The vehicle housing the winch must remain on a paved or hardened surface. Once on shore, remove the debris according to the land conditions (i.e. by hand or with heavy equipment).

C. Measurement and Payment

The quantity to be measured for payment shall be as described herein. The quantity shall be for debris removal within the specified Work Areas.

Measurement shall be made in containers and/or vehicles, and the quantity to be paid for will be eight-tenths (8/10) of the yardage determined by such measurements.

The price bid shall be unit price per cubic yard for debris removal and disposal as indicated on the BID SCHEDULE OF PRICES Item No. BMP- 7.301. The bid price shall constitute full compensation for all materials, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the plans and specifications to the satisfaction of the Engineer.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

7.302

CLEARING, GRUBBING AND REMOVALS

A. Description of Work

Under this item, the Contractor shall clear, grub and remove all objectionable material such as trees (with calipers 6 inches or less), shrubby growth and brush, vines, stumps of all sizes, roots and weeds, within the limits of the BMP project site, in accordance with the plans and specifications as directed by the Engineer.

Trees with calipers 6 inches or less shall be removed under this item. Trees with calipers over 6 inches shall be removed under the Tree Removal item.

No trees or shrubs shall be removed except as ordered by the Engineer. All cleared and grubbed material shall be removed from the sites of the Contract and properly disposed of by the Contractor. No additional payment will be made for this, but the cost thereof shall be deemed included in the price bid for this item.

Every effort to protect overhanging branches from damage by machines shall be taken.

The Contractor shall carefully protect all trees, shrubs, and other growth which are to remain, and shall be liable for any and all damages to property caused by clearing and grubbing operations. All trees, plants and other property to remain which are damaged shall be replaced or restored to their original condition to the satisfaction of the Engineer, at no additional cost to the City.

The Contractor shall not remove stones from the site unless otherwise directed by the Engineer. Where stones are found to be in locations conflicting with areas to receive work, stones shall be relocated and stockpiled to adjacent on-site areas. The contractor shall retain and stockpile boulders on site for use in BMP construction as directed by Engineer.

B. Construction Methods and General Removal Protocol

Unless otherwise directed, the Contractor shall clear, grub and remove only objectionable surface and subsurface material heretofore described to a depth of six (6) inches below the ground surface as directed by the Engineer. If such areas are in fill greater than six (6) inches, trees and shrubs may be cut flush with the ground surface.

C. Measurement and Payment

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

The quantity to be measured for payment under this section shall be the total number of square feet successfully cleared and grubbed and all objectionable material removed in accordance with the plans and specifications and directions of the Engineer. The quantity shall be for clearing, grubbing and removal of all objectionable material within the project work limits.

For supplying all labor, materials and equipment necessary for clearing, grubbing and removals, the Contractor shall receive a unit price bid.

The Contract price per square foot for Clearing, Grubbing and Removals shall be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.302. The bid price shall constitute full compensation for all labor, materials, equipment and work incidental thereto, necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

7.303

TEMPORARY WOODEN TREE GUARDS

A. Description of Work

Under this Section, before the commencement of any contract site work, the Contractor shall furnish and erect temporary wooden tree guards around existing trees to be safeguarded from construction activities in accordance with the plans, specifications and directions of the Engineer. For Temporary Wooden Tree Guard detail, refer to Contract Drawings. In order to avoid surface and subsurface root damage and soil compaction, the Contractor shall not be permitted to stockpile materials of any nature within the drip lines of trees to remain. Tree protection shall include securely tying up branches to prevent mechanical injury if deemed necessary by the Engineer. All equipment used on site shall be appropriate to the scale of the project. "Appropriate-sized" equipment shall be described as only equipment which can operate effectively on site without causing damage to existing vegetation.

B. Materials

Lumber to be used for temporary wooden tree guards shall be unpainted Yellow Pine, Douglas Fir or Spruce. All nails shall be hot-dipped galvanized steel.

C. Method

Unless otherwise directed, the Contractor shall install the temporary tree guards as shown on the drawings without causing damage to the existing trees to be protected. If any temporary wooden tree guards are destroyed or sustain damage during the course of the work, they shall be immediately repaired, or replaced by a new temporary wooden tree guard at no additional expense to the City.

Temporary wooden tree guards shall remain in place until all work which might cause damage or defacement to protected trees has been completed. Upon the completion of work to the satisfaction of the Engineer, the Contractor shall remove and dispose of all temporary tree guards from existing trees. All work shall be done in a careful, neat, and workmanlike manner.

If any trees are removed from a work site in violation of the plans and specifications (specifically the tree removal authorization issued by the City Planning Commission under the Special South Richmond Development District regulations of the Zoning Resolution of the City of New York), the Contractor shall be held responsible. Such trees shall be replaced without any extra expense to the City.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

D. No Separate Payment

The cost for all labor, materials and equipment required for the temporary wooden guards shall be deemed included in the price bid under DETAILED SPECIFICATIONS FOR CLEARING, GRUBBING AND REMOVALS. No separate payment shall be made for temporary wooden tree guards.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

7.304

EXCAVATIONA. Description of Work

The Contractor shall furnish all labor, materials, equipment and services necessary to perform all excavation as indicated on the Contract Drawings and as specified herein.

B. General Requirements

1. General Specifications - Except as modified and supplemented hereinafter in the Detailed Specifications, work performed under this Section shall conform to the NYCDDC Sewer Construction General Specifications.
2. Shop Drawings - The Contractor shall submit to the Engineer for approval shop drawings and other documentation required to show conformance with the requirements set forth on the Contract Drawings and these Specifications. Shop drawings shall include, but not be limited to, the requirements for shop drawings as specified in General Specification.

C. Excavation

1. General Information - The Contractor shall excavate all materials to the established lines and grades for the construction of all facilities included in this Contract, or as shown and specified, in accordance with the requirements of NYCDDC Sewer Construction General Specification, except as otherwise specified herein. Excavation shall include removing boulders of size less than one-half cubic yard. Excavation shall also include the removal of existing buried pipelines, the plugging of those remaining sections of the pipelines and the plugging of all existing buried pipelines to be abandoned but not removed.

The limits of excavation shown on the drawings are the payline and indicate the extent of work to be performed by the Contractor. The Contractor shall furnish and install any temporary side slope supports, bracing, and sheet piling required performing the excavation to the levels and surfaces indicated.

2. Excavated Materials - The Contractor shall dispose off site all excess and unsuitable materials. Boulders and stones deemed suitable for reuse shall be stockpiled on-site at a location determined by the Engineer or DEP Representative.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

3. Hazardous and Non-Hazardous Waste - Prior to starting the work, the contractor shall perform soil sampling as detailed in Section 7.317-Soil Sampling and Disposal. Sampling and subsequent removal of contaminated soils shall be paid for under that item.
4. Care of Water - Prior to starting the work, the Contractor shall submit to the Engineer for approval, a detailed description of the method he proposes to use to care for water during construction, including a coordinated sequence of operation for the entire project. Approval by the Engineer will not relieve the Contractor of his responsibility for the safety of the work, existing structures and adjacent property.
5. Stockpiling - Topsoil that has been excavated and approved for use on-site is to be stockpiled separate from subsoil. Topsoil shall be excavated to a depth of 18" or as directed by the Engineer. Location of stockpiling shall be approved by the site Engineer. If the Engineer deems necessary, subsoils shall be separated and stockpiled according to soil horizons.

E. Measurement and Payment

The quantity to be measured for payment under the pay item Excavation shall be the total number of cubic yards, measured in containers and vehicles, and the quantity to be paid for will be 75% of the yardage determined by such measurements.

The contract price per cubic yard of material excavated and disposed of off-site shall be indicated on the BID SCHEDULE OF PRICES Items No. BMP-7.304A. The bid price shall constitute full compensation for all labor, materials, equipment and work incidental thereto, necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

[All costs for removal of contaminated soils will be included under the unit bid price for Soil Sampling and Disposal Section 7.317.]

All costs for excavation performed in conjunction with the construction and installation of concrete structures will be included under the unit bid price for Concrete Structures Section 7.129.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

7.305 CRUSHED STONESA. Description of Work

The Contractor shall provide and install Crushed Stone bedding as indicated on the Contract Drawings and as specified herein.

B. Materials

Crushed stone used shall conform to the following gradation and shall be compacted to 98 percent density as determined by ASTM D698.

| <u>Sieve Size</u> | <u>Percentage of Dry Weight
Passing Designated Sieve Size</u> |
|-------------------|---|
| 1" | 100 |
| 1/2" | 90-100 |
| 1/4" | 0-15 |

C. Construction Methods

Crushed stone shall be installed as per the Contract plans and to the satisfaction of the Engineer.

D. Measurement and Payment

The quantity to be measured for payment under this Section shall be the total number of cubic yards of approved crushed stone as measured in vehicles and containers.

The contract price per cubic yard of crushed stone, shall be as indicated on the BID SCHEDULE OF PRICES Items No. BMP-7.305. The bid price shall constitute full compensation for all labor, materials, equipment and work incidental thereto, necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

No separate payment shall be made for crushed stone used as bedding for Concrete Structures. All costs shall be included in the unit cost of the Concrete Structures item, specification section 7.129.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

7.306

TREE REMOVAL OVER 6" TO 12" CALIPER; TREE REMOVAL
OVER 12" TO 18" CALIPER; TREE REMOVAL OVER 18" TO 24"
CALIPER AND TREE REMOVAL OVER 24" CALIPER

A. Description of Work

Under this item, the Contractor shall cut and remove within the BMP Project limits and associate Bluebelt work areas, all trees over six (6) inches in caliper, where shown on the plans or as directed by the Engineer. Trees removed as a result of sewer construction and road work outside the limit of work described in this Addendum are not included in this item and are included elsewhere in these Contract Documents.

Trees with calipers six (6) inches or less shall be removed under the item Clearing, Grubbing and Removals.

The Contractor shall carefully protect against damage all existing trees, plants and other features to remain. He/she shall be liable for any damage to such trees, plants, structural features and other property caused by tree removal operations, and all damaged trees, plants, structural features and other property shall be replaced or restored to their original condition to the satisfaction of the Engineer.

The Contractor shall cut and remove all trees designated for removal within the limits of the Contract or as directed by the Engineer. The stumps and roots of these trees shall be removed to a depth of six (6) inches below the ground surface in grass and planted areas, and such other areas as might be designated. In areas of fill greater than six (6) inches, such trees shall be cut flush with the existing ground surface.

In areas of major construction, the stumps and roots of all trees designated for removal shall be grubbed and excavated to a depth of three (3) feet below the ground surface except in areas of fill greater than three (3) feet, where such trees may be cut flush with the ground surface.

Cutting of trees shall be done by competent workers only and in a professional manner, under the supervision of a certified arborist. All trees shall be "topped" and "limbed" previous to felling unless otherwise directed by the Engineer. For increased wildlife value, the Engineer may direct the Contractor to leave various topped and limbed tree trunks lying on the ground surface. These modifications shall be included in the unit price for tree removal. The Engineer may direct the Contractor to stockpile excavated root wads as well as topped and limbed tree trunks at a location approved by the Engineer for utilization under other items within this Contract. All branches, limbs, trunks, stumps, roots and other

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

debris deemed not acceptable for reuse shall be removed from the site or otherwise disposed of to the satisfaction of the Engineer.

No trees are to be removed except as ordered by the Engineer. All trees shall be calipered at four and one-half feet above existing grade prior to removal (diameter at breast height). This item shall include the removal of snag trees which are obstructing flow in stream channels because these trees have collapsed due to undermined stream banks, as directed by the Engineer. Unless directed otherwise by the Engineer, snag trees shall be flush cut where the Engineer determines that the root mass should remain to help stabilize the streambank.

B. Measurement and Payment

The quantity of tree removal to be paid for under this section shall be the number of trees of each size group, removed and disposed of in accordance with the plans and specifications and directions of the Engineer.

A tree having a single root system and more than one trunk at a height calipered at four and one-half feet above existing grade shall be considered a multiple trunk tree. The caliper of a multiple-trunk tree, to be measured for payment, shall be the square root of the summation of the squares of the calipers of the several trunks, except that trunks of less than three (3") inch caliper will not be considered or included.

The Contract price per unit for tree removal shall be as indicated on the BID SCHEDULE OF PRICES Item Nos. BMP-7.306-A through BMP-7.306-D. The prices bid shall be unit prices per tree of each size group and shall include the cost of all labor, materials and equipment necessary for removing and disposing of trees, and all other incidentals necessary or required to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer. This payment for tree removal shall include the costs for all stump removal and disposal. No payment shall be made under this section for removing stumps that existed on the site prior to tree removal operations. The removal of stumps that are on the site before any trees are removed shall be deemed included in the price bid under DETAILED SPECIFICATIONS FOR CLEARING, GRUBBING AND REMOVALS.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

7.307A GRADINGA. Description of Work

The Contractor shall furnish all labor, materials, equipment and services necessary to perform all grading as indicated on the Contract Drawings and as specified herein.

B. General Requirements

1. General Specifications - Except as modified and supplemented hereinafter in the Detailed Specifications, work performed under this Section shall conform to the NYCDDC Sewer Construction General Specifications.
2. Shop Drawings - The Contractor shall submit to the Engineer for approval shop drawings and other documentation required to show conformance with the requirements set forth on the Contract Drawings and these Specifications. Shop drawings shall include, but not be limited to, the requirements for shop drawings as specified in General Specification.

C. Grading – The Contractor shall perform filling, compacting, and grading of the indicated areas of site, including minor cutting and filling high and low areas, and leveling such areas to elevations and within limits shown on the Contract Drawings. All work shall be performed in accordance with the applicable requirements of the NYCDDC Sewer Construction General Specifications.D. Compaction

1. BMP Areas – Compaction shall not be done in BMP and landscaped areas.
2. Other Areas – Each layer of fill or backfill shall be compacted by a minimum of four complete passes with an approved tamping roller, pneumatic-tired roller, three-wheel power roller, or other approved compaction requirement. Compaction shall not be less than 95 percent of the maximum density modified proctor as determined by ASTM D1557, Method D.
3. Field Control – Sufficient in place density tests shall be performed by the Contractor in order to satisfy the Engineer that the specified density is being obtained. These tests shall be made at no cost to the City and shall be made using the calibrated sand cone method (ASTM D1556) or other method as determined by the Engineer.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

- E. Finished Excavation, Fills, and Embankments – All areas covered by the project, including excavated and filled sections and adjacent transition areas, shall be uniformly graded. The finished surface shall be reasonably smooth, compacted, and free from irregular surface changes. The degree of finish shall be that ordinarily obtainable from blade-grader operations. Surfaces shall be finished not more than 0.15 foot above or below the established grade or approved cross section.
- F. Protection – Newly graded areas shall be protected from traffic and erosion, and any settlement or washing away that may occur from any cause, prior to acceptance, shall be repaired and grades re-established to the required elevations and slopes, at no additional expense to the City.

The Contractor shall provide temporary ground cover sufficient to restrain erosion on all disturbed areas upon which further active construction is not taking place.

- G. Measurement and Payment

The quantity to be measured for payment under the pay item Grading shall be the total number of square feet of work area graded. The contract price per square foot for grading shall be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.307-A. The bid price shall constitute full compensation for labor, materials, equipment and work incidental thereto, necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

7.308

FILL ON-SITEA. Description of Work

This work shall consist of providing and placing approved fill material where required throughout the project area only. The Contractor may use approved fill material excavated from sewer and foundation trenches and stockpiled excavated soils within BMP project limits as long as it meets the approved definition. Reuse of onsite excavated material requires that the material be screened prior to placement as fill. The approved fill material shall be provided, placed, spread, compacted and fine graded to the elevations, lines, grades and cross-sections indicated on the drawings as directed by the Engineer.

B. Definition

Approved fill is hereby defined as clean earth, consisting of a mixture of silt and clay. Fill material shall have a liquid limit less than or equal to 40 and a plasticity index less than or equal to 20, as determined by ASTM D4318. This mixture must be free of any roots, trees, tree stumps, leaves or other organic matter. Furthermore, this material must also be free of any metals, masonry (i.e. construction debris), stones over one and one-half (1-1/2) inches in diameter and deleterious material. In addition, the fill shall have a gradation such that 100% (by weight) passes a 3" sieve, 50-100% passes a #10 sieve, 20-90% passes a #60 sieve, and 0-20% passes a #200 sieve.

Fill used in planted areas shall be clean earth, consisting of a mixture of silt, clay, and sand. No custom ("select fill") fill shall be used in area which are to be planted.

C. Measurement and Payment

The quantity to be measured for payment under this Section shall be the total number of cubic yards of approved fill, measured in containers or vehicles, provided and placed as indicated on the Contract Drawings and as directed by the Engineer.

The contract price per cubic yard of approved fill material placed shall be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.308. The bid price shall constitute full compensation for all labor, materials, equipment and work incidental thereto, necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

No separate payment shall be made for fill used to backfill structures. All costs shall be included in the unit cost of the Concrete Structures item, specification section 7.129.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

7.312 DEMOLITION AND SITE CLEARING

A. Description of Work - The Contractor shall demolish, remove, and dispose of all existing structures, to the extent indicated and as specified herein.

[E.g. Items to be demolished and cleared include, but are not limited to, the following:

1. Removal of existing asphalt and concrete paving, curbs and fencing as required.
2. All debris in the yard surrounding the structures shall also be removed and disposed of off-site. That debris includes play yard equipment, an above ground pool and an abandoned motor vehicle.]

B. General Requirements

All demolition and removals shall be in accordance with the New York City Building Code.

1. Shop Drawings - The Contractor shall submit to the Engineer for approval shop drawings and other material required to substantiate conformance to the requirements set forth in these Specifications. Shop drawings shall include, but not be limited to, the extent and schedule of demolition, demolition procedure, safety precautions as specified. Approval of shop drawings by the Engineer is required before demolition may be started. The Contractor shall verify the existing conditions of the structures and site prior to submitting the Shop Drawings.
2. Permits to be Obtained - Before proceeding with the demolition and clearing work, the Contractor shall obtain all necessary permits required by the City Departments and other agencies having jurisdiction.
3. The Contractor shall provide adequate fire protection during demolition in accordance with New York City Fire Department Requirements.
4. The Contractor shall obtain all necessary approvals from all utilities in regards to disconnecting all existing utility connections. The Contractor shall remove all utility lines in the driveway of the structure to be demolished up to St. George Road.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

C. Demolition Procedures

General

1. The limits of demolition are removal of all the structures, pavement, curbs, fencing, debris located on the property.
 - a. Use of explosives will not be permitted.
 - b. In performance of this work, the Contractor shall provide protection of adjacent existing structures and existing vegetation. Any trees or shrubs damaged or removed by the Contractor during demolition activities shall be replaced by the Contractor at no additional expense to the City.
2. Clearing and Grading - Resulting excavation from the demolition of the structures shall be backfilled and compacted to conform to surrounding grades. All associated debris materials shall be removed from site and disposed of by Contractor. Burning will not be permitted.
3. Restoration - The backfilled and graded demolition site shall be restored in accordance with specification sections 7.401.3 paragraph I and specification section 7.403. The restoration will include the preparation and application of topsoil over the demolition and clear area and the planting of trees, shrubs and herbaceous plants and the application of Staten Island Native Wildflower Meadow Seed Mix.

The quality of plant material to be planted as part of the restoration work is as shown on the Plant Schedule on the contract drawing BMP-11.

All restoration work shall be as directed by the Restoration Specialist who shall prepare a detailed plan for planting the cleared site.

3. Disposal - All materials resulting from the demolition work will become the property of the Contractor. The materials shall be removed from site to Contractor's own place of disposal at Contractor's expense in conformance with existing applicable laws and regulations.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

D. Measurement and Payment

The quantity to be measured for payment for ACM removal under this Section shall be the total number of square feet of floor tiles removed and disposed as directed by Engineer.

The quantity to be measured for payment for TCLP sampling shall be the total number of TCLP samples collected as directed by the Engineer.

The Contractor shall submit two prices for the removal and disposal of demolition material. One price shall be if the results of the TCLP test classify the material as non-hazardous. The second price shall be if the material is classified as hazardous.

The quantity to be measured for payment for demolition under this Section shall be the total number of cubic yards of material removed and disposed as directed by the Engineer. Measurements shall be paid under the proper bid items and the quantity to be paid for will be (8/10) of the yardage determined by such measurements.

The contract price per cubic yard of demolition material removed shall be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.312-C. The bid price shall constitute full compensation for all labor, materials, equipment and work incidental thereto, necessary to complete this item in accordance with the plans and specifications to the satisfaction of the Engineer. No separate payment shall be made for any work by the Contractor concerning disconnecting and removing of the utility lines. The cost of all planting (topsoil, trees, shrubs, wildflower seed mix) shall be paid from those existing items.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

7.317

SOIL SAMPLING AND DISPOSALA. Description of Work Included

Contractor shall provide all labor, materials, tools, and equipment to perform all operations necessary to determine the in-situ classification, and handling and disposal requirements of all soils and fill materials in the area to be excavated during construction.

The Contractor shall develop and implement an In-situ Soil Sampling and Analysis Plan required for sampling, quality assurance and quality control (QA/QC) of work. Work includes, but is not necessarily limited to, sampling and analysis of on-site soils.

The Contractor shall provide a Field Sampling Plan to test all soils and fill materials for presence of chemicals to determine if material is Hazardous Waste, Industrial Waste, Petroleum-contaminated Waste or Construction and Demolition Debris.

The Contractor shall provide the services of a laboratory, certified by New York State Department of Health, to perform testing and chemical analyses.

The Contractor shall develop and implement a Plan for the handling and disposal of any anticipated or unforeseen contaminated or hazardous materials, and for the additional health and safety precautions needed to enable construction operations to proceed safely in the presence of these materials.

B. Submittals

The Contractor shall provide for submittal the following:

1. Field Sampling Plan (FSP): An FSP shall be submitted to the Engineer for approval 30 days following notice to proceed. The FSP shall include protocols for the collection and analysis of representative samples from the soil based on the receiving disposal facilities' protocols including sampling frequency and analysis requirements as described in Article 1.10. The Engineer will approve the FSP only if it clearly provides the information to allow for classification of all material proposed for excavation. No sampling shall be conducted until the Engineer has reviewed and formally approved the FSP in writing. The FSP shall include the following at a minimum:

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

- a. A detailed outline of the disposal facility requirements. The information, including analytical requirements and sampling frequency specified by the disposal facilities shall be submitted to the Engineer and used by the Contractor in preparing the site-specific FSP.
- b. The FSP shall include an indication of the specific frequency of in-situ samples per unit volume as required by the approved disposal facility chosen by the Contractor, but not fewer than one composite sample for each 500 cubic yards of material to be excavated. Parameters analyzed shall be at a minimum full RCRA Characteristics including ignitability, corrosivity, reactivity, and full Toxicity Characteristic Leachate Procedure (TCLP) for volatiles, semi-volatiles, metals, pesticides and herbicides, and as required by the disposal facility. The area to be excavated shall be divided into distinct vertical and horizontal segments, identifying the volume of soil or fill that each sample will represent. The FSP shall include vertically continuous sampling to allow for compositing of samples for proper classification of soils.
- c. A scaled map of the site showing existing fixed landmarks and the proposed excavation limits. The map shall contain specific sampling locations that will conform to the disposal facilities' sampling frequency requirements.
- d. Identification numbers of the sample grids, relative depth, sampling intervals, and volumes reflective of the Contractor's excavation method shall be shown on the scaled site map. Sampling intervals shall account for existing subsurface data, historic sampling information, including: descriptions, depths, orientation, and location of material of potentially different classifications, and shall minimize undue mixing of varied native soil and fill material.
- e. Description of sampling procedures and equipment to be used.
- f. Name and address of Analytical Laboratory, copy of laboratory certification, Quality Assurance Manual, and Standard Operating Procedures for the analyses to be performed.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

- g. Description of QA/QC samples required by the disposal facilities.
 - h. Description of additional disposal facility requirements.
- 2. In-situ Soil Sampling and Analysis Plan: The primary objective of this plan is to characterize on-site soils for transport and disposal off-site. An In-situ Soil Sampling and Analysis Plan (ISSAP) includes a detailed description of techniques used to select sampling sites, thoroughly addresses procedures to be used to obtain representative samples of the media to be sampled, and describes sampling parameters and methods, as required by the disposal facility, sampling equipment, containers, sample number and volume, preservation, and holding times. This plan will also include QA/QC procedures and a quality management (QM) plan. The ISSAP shall address all requirements of these specifications and all requirements of New York State, EPA and OSHA and the selected disposal facility. If any conflicts arise between different agency procedures, the Engineer will determine which method is to be used. The Contractor shall submit the ISSAP to the Engineer for review and approval a minimum of 30 calendar days prior to the scheduled commencement of excavation activities. No excavation work will be allowed until all changes required by the Engineer are made and the ISSAP is accepted in writing by the Engineer. The ISSAP shall include at a minimum the following elements:
 - a. The organizational structure of the Contractor's and all subcontractor's quality management (QM) personnel, including their:
 - (i) names
 - (ii) resumes
 - (iii) responsibilities
 - (iv) authorities
 - (v) qualifications
 - b. A copy of a letter signed by a responsible corporate officer of the Contractor describing the authority and responsibilities of the Sampling and Analysis Manager.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

- c. Laboratory Requirements and Qualifications. The subcontracting laboratory's name, certifications, Quality Assurance Manual, and Standard Operating Procedures (SOPs) for the analyses to be performed shall be submitted to the Engineer and the City for review and approval.
 - d. Proposed sampling, handling, preservation, and storage of equipment and procedures, including transfer procedures, and sampling equipment decontamination procedures.
 - e. Analytical Methods. Proposed analytical methods shall be in accordance with SW-846, latest edition. If an SW-846 Method is not available, then EPA 600/4-79-020 shall be used.
 - f. Data Quality Objectives. Procedures for assessing precision, accuracy, degree of representation, comparability and completeness of samples and data, including performance audits and proposed protocols for corrective measures where problems are identified shall be defined.
 - g. Schedule of field and laboratory inspections.
 - h. Planned preparation of daily and project summary quality control reports.
 - i. A statement that the sampling program is in accordance with the Contract requirements.
 - j. Precise number and approximate location of samples to be collected and the specific analyses to be performed on each sample, presented in a Microsoft Excel table, and on a working drawing that is keyed to the Contract Drawings.
 - k. Manufacturer, catalog data and calibration records of all analytical equipment to be used on-site.
3. Field Sampling Summary Report: The field sampling summary report shall contain all laboratory analytical results obtained from the field sampling event. A detailed account of any field procedures used which deviated from those established in the FSP shall be included, as well as a complete set of field notes. Detailed field notes shall be maintained by the Contractor during sampling and excavation to allow identification of sample analysis results with the respective grids that the data represent, and to verify quantities of materials to be disposed of as hazardous waste,

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

industrial waste, petroleum-contaminated waste or C&D debris. The field notes shall be made available to the CM/Engineer during the sampling program, and shall consist of:

- a. Boring or probe logs from each sampling location containing a continuous stratigraphic description of all material encountered to the excavation depth required. Descriptions of material shall include, but not be limited to, color, odor, staining, relative grain size distribution, material composition, moisture content, and cohesive properties.
 - b. The location of each sampling point on a scaled map.
 - c. Depth intervals for each sample, whether a grab or composite, and any special notes, which are included on the laboratory chain-of-custody forms.
 - d. Copies of all laboratory chain-of-custody forms for samples that are collected for analysis.
4. Analytical Results: Contractor shall submit analytical results for sampled soil material to the Engineer within 3 calendar days of receipt of such data from the laboratory.
5. Statement of Qualifications for the Environmental Consultant. The Statement of Qualifications should include Firm qualifications for the work involved, resumes of key personnel to be employed on the project, years of experience of the Firm and employees, references, and any other information the Environmental Consultant feels is necessary to prove the Firm's qualifications for performing the requested work.

C. Quality Assurance

1. Laboratory Requirements: Laboratory facilities shall meet, at a minimum, the requirements and procedures of this specification. The laboratory is subject to inspection and prior approval by the Engineer.
 - a. Provide and coordinate the services of a laboratory(ies) to perform specified services and analyses. Laboratory services shall be provided for the duration of the work.
 - b. The laboratory shall maintain, throughout the duration of the work, the appropriate New York State Department of

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

Health ELAP Certifications for the analyses to be performed.

2. Permits and Regulations:
 - a. The Contractor shall obtain all necessary permits and perform all work in compliance with applicable requirements of OSHA and other governing authorities having jurisdiction.
 - b. Codes and Standards: State and City laws and code requirements shall govern the transport and disposal of trees, shrubs, stumps, roots, rubbish, debris and other matter.
3. Laboratory Qualifications:
 - a. Analytical Methods and Procedures: Fully describe and provide references (SOPs) for the specific analytical methods and procedures which will be used to perform all soil chemical analyses associated with this project. The analytical methods and procedures shall be used to determine sample characterization and suitability for transportation and disposal.
 - b. Quality Control Checks and Data Acceptance: Provide a system of internal quality control checks designed to establish technically sound criteria for each measurement parameter, which will serve to accept or reject data in a uniform and systematic manner. A minimum of ten percent of the total number of a given type of sample shall be devoted to internal QC checks, or more, as specified in the laboratory SOP. These checks are designed to insure accuracy in the sampling procedure and the analytical methods and include blanks, duplicates, matrix spikes, reference standards and performance evaluation samples.
4. Data Management: Manage the analytical data by utilizing a computer spreadsheet or database program as approved by the Engineer. Data shall be organized in such a way that all samples may be tracked from collection through analysis.
 - a. The analytical results generated for a ten (10) day turn-around time deliverable shall include a Form I (or equivalent) showing compounds analyzed for, and

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

concentrations detected, and associated chain-of-custody reports to the Engineer.

- b. The final data package generated by the laboratory shall include the following information:
- (i) A Form I showing pertinent physical data presented in concise, easy to follow formats (i.e., sample number, laboratory ID, client, date of sample preparation, date analyzed, percent moisture, dilution factor, sample matrix, units, undetected and detected compounds, etc.)
 - (ii) Reference to analytical methodology used
 - (iii) General discussion including a description of sample types, tests performed, any problems encountered, and any general comments (case narrative)
 - (iv) Data from each discrete sample reported using cross-referencing between site samples and quality control samples and including all pertinent dates, information and reporting limits
 - (v) Associated quality control samples such as blanks, spikes and spike duplicates, laboratory duplicates, laboratory control samples, field duplicates and appropriate check standards
 - (vi) Copies of chain-of-custody sheets
 - (vii) The analytical results shall be provided in a tabular Microsoft Excel 2003 format, delivered on 3-1/2 inch diskettes or via electronic mail to the Engineer. All electronic data shall be certified to be virus-free.
5. In-situ Sampling: All material shall be in-situ sampled and analyzed in accordance with the disposal facility requirements as specified in the Detailed Specifications.
- a. Field duplicate samples shall be collected for a minimum of 10 percent of the samples spaced throughout the sample program.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

- b. The number of samples required for a quantity of soil shall meet all disposal facility requirements, and the approval of the Engineer.
6. **Sample Turn-Around:** The Contractor shall provide for prompt sampling and turn-around of analysis so as not to delay the project. If a turn-around time of less than 10 days is required due to delays in construction scheduling or other constraints, Contractor shall provide for such at no additional cost to the City.
7. **Disposal Facility Selection:** If the approved disposal facility is not available when disposal operation begins, the Contractor shall be fully responsible for procuring approved disposal facilities at no additional cost to the City. Any additional sampling and analysis required and labor involved in submitting new disposal facilities after the initial disposal facilities are accepted shall be the responsibility of the Contractor.
8. The Contractor shall retain the services of a qualified Environmental Consultant who shall prepare and implement the Field Sampling Plan and In-Situ Soil Sampling and Analysis Plan as detailed herein. The Environmental Consultant shall have the authority to practice engineering in the state of New York, have at least 5 years experience in performing similar work, and shall be familiar with the requirements of EPA, OSHA, the NYSDEC Solid Waste Regulations, and classifying soil materials generated by construction projects. Failure to demonstrate such qualifications will result in the Engineer's rejection of the Environmental Consultant.

D. Delivery, Storage and Handling

1. **Sample Identification:** All samples shall be identified with a sample label in addition to an entry on a chain-of-custody record. The label shall be identified upon receipt by the laboratory and cross-referenced to the chain-of-custody record. Any inconsistencies shall be noted on the custody record. Laboratory personnel shall notify the Sampling and Analysis Manager immediately if any inconsistencies exist in the paper work associated with the samples, and Contractor shall collect new samples to replace those with inconsistencies which cannot be rectified.
2. **Sample Labels:** The field team shall complete the following information on a sample label for each sample bottle:

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

- a. Site Name.
 - b. Job Number.
 - c. Sample Number.
 - d. Sample Description.
 - e. Company Name.
 - f. Parameters to be Analyzed.
 - g. Date.
 - h. Time.
 - i. Preservation Technique Employed.
 - j. Sample labels shall be attached to the sample bottles.
3. Completion of Chain-of-Custody Record:
- a. Maintain a chain-of-custody record on all samples. A chain-of-custody record is a printed multi-part form that accompanies a sample or group of samples as custody is transferred from person to person. A chain-of-custody record is a controlled document.
4. As soon as is practical after sample collection, preferably after decontamination, the following information shall be entered on the chain-of-custody form. All information shall be recorded in ink.
- a. Project number: Enter the alphanumeric designation assigned by the field team that uniquely identifies the project site.
 - b. Project name: Enter the site name.
 - c. Samplers: Sign the name(s) of the sampler(s).
 - d. Station number: Enter the sample number for each sample in the shipment. This number appears on the sample identification label.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

- e. Date: Enter a six-digit number indicating the year, month, and day of sample collection. Time: Enter a four-digit number indicating the time of collection in 24-hour time; for example, 1354.
 - f. Composite or grab: Indicate the type and matrix of sample.
 - g. Station location: Describe the location where the sample was collected.
 - h. Number of containers: For each sample number, enter the number of sample bottles that are contained in the shipment.
 - i. Remarks: Enter any appropriate remarks.
5. Sample Shipment:
- a. Custody of samples shall be maintained through the shipment of samples to the selected laboratory(ies). All samples shall be packaged and shipped daily to ensure that no sample is held at the site more than 24 hours. Samples shall be delivered directly to the laboratory using the following procedures:
 - (i) Use waterproof high-strength plastic ice chests or coolers only.
 - (ii) After filling out the pertinent information on the sample label and tag, put the sample in the bottle or vial and screw on the lid. For bottles other than VOA sample bottles, secure the lid with tape. (Tape on VOA bottles may cause contamination.)
 - (iii) Place inert cushioning material such as vermiculite or "bubble-wrap" in the bottom of the cooler.
 - (iv) Enclose the bottles in clear plastic bags through which sample labels are visible, and seal the bag. Place bottles upright in the cooler in such a way that they do not touch and will not touch during shipment.
 - (v) Put in additional inert packing material to partially cover sample bottles (more than half-way). Place

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

double-bagged crushed ice around, among, and on top of the sample bottles.

- (vi) Fill cooler with cushioning material.
 - (vii) Put paperwork (chain-of-custody record) in a waterproof plastic bag and tape it with packing tape to the inside lid of the cooler.
 - (viii) Tape the drain shut.
 - (ix) Secure lid by taping. Wrap the cooler completely with strapping tape at a minimum of two locations. Do not cover any labels.
 - (x) Attach completed shipping label to top of the cooler.
 - (xi) Put "This Side Up" labels on all four sides and "Fragile" labels on at least two sides of coolers containing glass containers.
 - (xii) Ship the cooler overnight by commercial carrier (e.g., Federal Express, UPS), laboratory carrier or field personnel to the respective laboratory.
- b. Custody forms for the samples shall be signed by the Contractor's designated representative who is relinquishing custody. The custody form shall include the air bill number, method of shipment, and time and date of the transfer of custody.
- c. Custody seals shall be applied to the front and back of the sample coolers. A shipping label with return address shall be applied as well as the air express bill and any Department of Transportation (DOT) required labels or markings.
6. Transferring Custody of Samples to Shipper, if applicable: Contractor shall transfer custody of samples to a shipper as follows:
- a. Sign, date, and enter time on the chain-of-custody report under "Relinquished by."
 - b. Make certain that shipper signs the "Received by" entry.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

- c. Enter name of the carrier under next "Relinquished by" category. Receiving laboratory shall sign "Received for Laboratory by" on lower line and enter date and time.
7. Transferring Custody from Sampler or Shipper to Common Carrier:
- a. The shipper or Contractor shall transfer custody of samples to a common carrier as follows:
 - (i) Sign, date, and enter time under "Relinquished by" entry.
 - (ii) Enter name of carrier (e.g., UPS, Federal Express) under "Received by."
 - (iii) Enter bill-of-lading or Federal Express airbill number under "Remarks."
 - (iv) Place the original of the chain-of-custody form in the appropriate sample shipping package. Retain a copy with field records.
 - (v) Sign and date the custody seal. The custody seal is part of the chain-of-custody process and is used to prevent tampering with samples after they have been collected in the field.
 - (vi) Wrap the seal across filament tape which has been wrapped around the hinges of the shipping package at least twice.
 - (vii) Fold the custody seal over on itself so that it sticks together.
 - (viii) Complete other carrier-required shipping papers.
 - b. In instances when the Common Carrier will not accept responsibility for handling chain-of-custody forms, the Contractor shall ensure that the record is packed within the sample package.
8. Laboratory Custody Procedures: Once the samples arrive at the laboratory, the Contractor shall ensure that custody of the samples is maintained by laboratory personnel. The laboratory shall, at a

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

minimum, document the chain of custody through each stage of analysis from receipt to final reporting.

E. Project Conditions

1. Decontamination of Sampling Equipment: All sampling equipment shall be certified clean or precleaned, prior to collection of each sample, by the following method:
 - a. Wash all sampling equipment, secondary containers (e.g., mixing bowls for composite sampling) and aluminum foil with non-phosphate laboratory grade detergent and tap water.
 - b. Triple rinse with tap water.
 - c. Rinse with isopropyl alcohol, or if samples are visibly contaminated with petroleum use a solvent, such as hexane.
 - d. Triple rinse with analyte-free water.
2. Disposal of Decontamination Solutions: Collect all decontamination solution and dispose of it through a licensed chemical waste disposal service if it is unsuitable for treatment on-site by incorporation into existing on-site treatment processes.

F. Analyses

1. The services of a certified New York State Department of Health laboratory shall be engaged to perform testing and chemical analyses. The laboratory shall be acceptable to the Engineer. Testing and Chemical analyses shall include full RCRA Characteristics, at a minimum, and the following:
 - a. In-Situ Soil Testing: The in-situ soil sampling and testing protocols listed in the Detailed Specifications for each disposal facility are included for the Contractor's convenience. The analytical requirements of the disposal facilities are subject to change and it shall be the Contractor's responsibility to confirm and comply with all requirements of the chosen disposal facility.
 - b. All analytical results shall be submitted to the Engineer for review within 10 calendar days of date of collection.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

2. Following completion of the field sampling program and prior to excavation, the Contractor's Environmental Consultant shall prepare **and submit for Engineer's approval** the Field Sampling Summary Report, and shall classify all soil material in accordance with NYSDEC Solid Waste Regulations, using the definitions provided herein.
3. Submit disposal plan and proposed disposal facility for Engineer's approval.

G. Execution

1. In-Situ Testing
 - a. Conduct testing in accordance with the Detailed Specifications and the approved Field Sampling Plan.
 - b. Field sampling shall be completed in ample time to prevent delay of the excavation work or the work of any other contractor.

H. Remedial Action for Regulated Contaminated Materials

1. The Contractor is advised that there may be excavation materials present at the site within the designated work areas that are deemed "regulated contaminated material". In-situ sampling shall be performed in accordance with this specification in order to confirm this to the satisfaction of the disposal facility.
2. The Contractor shall be responsible for all sampling, special handling and disposal measures necessary to remove and dispose of the materials in accordance with all Federal, State, City and local laws and the Contract Documents.
3. The Contractor shall segregate contaminated fill materials from clean native materials on site.
4. The contaminated fill material will require offsite disposal as regulated contaminated material (non-hazardous waste).
5. As applicable to their work, the contractor is required to incorporate these minimum requirements into his health and safety plan (or other applicable submittal), to ensure a safe and healthful working environment. The plan shall address at minimum the following items:

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

- a. Personnel Training:
 - (i) Describe the training requirements for workers responsible for the removal or disturbance of contaminated material.

- b. Medical Surveillance:
 - (i) Describe the medical surveillance program for workers for the removal or disturbance of contaminated.

- c. Site Control Measures:
 - (i) Define the site control methods and site communications, including a site map delineating the control areas, as appropriate.
 - (ii) Delineate the work areas, including an exclusion zone, contamination reduction zone, and support zone. Describe the allowed activities in each zone.
 - (iii) Define stockpile areas for the staging of native soil materials during the time frame that analyses are pending.

- d. Engineering Control Measures:
 - (i) Identify methods to control the generation of airborne particulates during excavation activities affecting contaminated materials (e.g., surface and subsurface contamination, etc.).

- e. Decontamination Program
 - (i) Describe the decontamination procedures for personnel and equipment in direct contact with known or potentially contaminated materials. Minimum requirements shall include:
 - (a) The thorough decontamination of all equipment prior to leaving the site(s) using a dedicated decontamination station.
 - (b) Storage, classification, and appropriate

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

disposal procedures for solids and rinse water produced during the decontamination process.

- (c) Provisions for hand wash facilities and lunch/break areas.
- (d) Decontamination must also be performed in accordance with the OSHA Lead in Construction Standard (29 CFR 1926.62 (I)).

I. Remedial Action for Unforeseen Hazardous Materials

1. The possibility also exists of encountering other hazardous materials at locations where its presence could not be inferred prior to the performance of the work. Due to this potential, an allowance item has been established for unforeseen hazardous materials. When this potential has been identified or an upgrade in health and safety protocol is necessary for unforeseen hazardous materials, the Engineer will direct the Contractor to engage the services of a Hazardous Materials Specialist to perform the necessary investigation and develop the remediation plan.
2. The Contractor shall be responsible for identifying previously unknown and suspect hazardous materials as they are encountered. Indication of the presence of hazardous materials, including odorous or stained soils, sediment or liquids, must be immediately reported to the Engineer.
3. When remedial action is necessary for unforeseen hazardous materials or an upgrade in health and safety protocol requiring special expertise is necessary, the Engineer will submit the scope of work in writing to the Contractor. The Contractor shall then obtain proposals for the work, including prices, from three separate DEP approved certified hazardous material specialists, and submit them in writing to the Engineer within ten (10) consecutive calendar days of receiving the scope of work. The Engineer may select one proposal and direct the Contractor to engage the selected remediation specialist as a Subcontractor. Remediation work shall not commence until the Contractor receives written notice from the Engineer to proceed with the work. All remediation work shall be performed by the certified remediation specialist.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

4. Some of the remediation work may be critical to maintaining construction schedules. When this occurs, a time of completion will be indicated in the scope of work submitted to the Contractor by the Engineer.
5. Disposal of wastes generated by remediation work shall be based on the results for testing performed by the Contractor. Disposal of remediated hazardous material shall be at a site approved by the Environmental Protection Agency and applicable state agency to accept such waste. The Contractor shall notify the Engineer at least fourteen (14) days prior to removal of the containers of hazardous material to allow for inspection of the containers and the hazardous waste manifest.
6. The Contractor shall submit written evidence that the receiving waste treatment, storage, or disposal facility is approved to receive such waste by the EPA and State or local regulatory agencies. Submit copies of the complete manifest, signed and dated by the initial transporter in accordance with Federal and State requirements. Completed and signed hazardous waste manifests from treatment or disposal facility with complete chain of custody shall be provided to the City within seven (7) days of disposal.

J. Measurement and Payment

1. The contract price for payment of Soil Sampling and Analysis as described in this specification shall be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.317-A. This contract item shall include all costs for labor and materials related to the development and implementation of an In-Situ Soil Sampling and Analysis Plan and Field Sampling Plan as described above.
2. The contract price for payment of Contaminated Soil and Hazardous Waste Disposal will be the actual and reasonable costs, to be paid under the fixed sum as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.317-B. The maximum allowance for this item shall be [\$500,000]. This contract item shall provide for the costs of handling, transportation and offsite disposal of regulated contaminated and hazardous material encountered in the course of excavation, and for the additional health and safety precautions needed to enable construction operations to proceed safely in the presence of this material. Payment for the disposal of contaminated material will not be made until a signed copy of the manifest from the treatment and disposal facility certifying the amount of materials delivered is

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

returned with complete chain of custody documentation to the City and the Engineer. This allowance shall also provide for the costs of the development and implementation of a Plan for the handling and disposal of the unforeseen contaminated or hazardous materials, and for the additional health and safety precautions needed to enable construction operations to proceed safely in the presence of these materials.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

LANDSCAPING AND RESTORATION WORK

7.400

Work Included

Under landscaping and restoration work, the Contractor shall provide labor, materials, tools and equipment necessary to complete the execution of the work in complete accordance with the Specifications and all Contract Drawings. The work shall include items of work specified under the following sections.

| <u>Section Number</u> | <u>Title</u> |
|-----------------------|---|
| 7.401 | Landscaping for Terrestrial Zone and Wetland Zone |
| 7.403 | Top Soil for Restored Area |
| 7.405 | Vector, Pest and Wildlife Control |
| 7.407 | Jute Mesh |
| 7.408B | Herbicide Application |
| 7.414 | BMP As-Built Plans |
| 7.415 | Vine and Invasive Plant Removal |

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

7.401 LANDSCAPING FOR TERRESTRIAL ZONE AND WETLAND ZONEA. Work Included

Under these items, the Contractor shall furnish all labor, materials, equipment and services necessary for the proper execution of all landscaping work, as specified herein and as shown on the Contract Drawings, including all incidental and appurtenant work required for a complete job. In addition, the contractor will also furnish and deliver Permanent Seed Mix as directed by the Engineer.

B. General Requirements1. Reference Standards

- a. American Association of Nurserymen, Inc., (American National Standards Institute) Nursery Stock (Z60.1)
- b. American Joint Committee on Horticultural Nomenclature Standardized Plant Names.
- c. A Checklist of New York State Plants, Contributions to a Flora of New York State, Checklist III, Bulletin #458, Richard S. Mitchell, State Botanist, New York State Museum, 1986.
- d. A Comparative Flora of Staten Island, 1879 - 1981, Buegler and Parisio, Staten Island Institute of Arts & Sciences.

C. Quality Assurance

1. Source Quality Control:

- a. If private nursery sources are used, they must be within a 250-mile radius of the planting site. All specified plants shall have also been grown in the same USDA climatic zone as that of the planting site.

All seed and original stock material for herbaceous plants shall have been collected from locally adapted ecotypes within a one-hundred mile radius of the project site. Plant material may have to be contract grown in order to meet this requirement.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

- No substitutions of specified plants will be accepted without prior approval of the Engineer or his/her duly authorized representative.
- b. General. Ship landscape material with certificates of inspection when required by governmental authorities. Comply with governing regulations applicable to landscape material.
 - c. Packaged Material. Package standard products with manufacturer's certified analysis. For other material, such as topsoil, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agricultural Chemists, wherever applicable, or as further specified.
 - d. All seed shall be interagency certified under the auspices of a State Seed Improvement Cooperative and must bear their seals of certification on bag. Permanent seed shall be 75% Pure Live Seed minimum.
2. Trees and plants shall be specified as in the Contract Documents. Nurseries which collect plants from the wild shall be rejected. No substitutions shall be permitted, except as authorized in writing by Engineer. If specified landscape material is not obtainable, submit proof of non-availability to Engineer, together with proposal for use of equivalent material. All plants specified within this Contract are native to the State of New York. Species native to this region, but not listed as native within A Checklist of New York State Plants or A Comparative Flora of Staten Island, may be accepted on a case-by-case basis.
 3. The Contractor shall provide trees and plants of quantity, size, genus, species and variety shown and scheduled in the Contract Documents for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock". The Contractor shall provide healthy, vigorous stock, grown in a recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae and defects such as knots, sun-scald, injuries abrasions, or disfigurement.
 4. All plants furnished under this Item shall be true to name. Plant names shall agree with the nomenclature of Standardized Plant Names as adopted by the American Joint Committee on Horticultural Nomenclature, 1942 Edition. Size and grading shall

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

conform to those of the American Association of Nurserymen. All wetland plants shall come from Staten Island stock or within 250-mile radius of Staten Island.

5. Certified analyses by a recognized laboratory shall be submitted by the Contractor for approval by the Engineer for topsoil before delivery to the site. Analyses must include mechanical analysis, magnesium, nitrogen, potassium, and phosphorus levels, soluble salts, pH and organic matter. Standards and formatting for topsoil analyses shall conform to those of Cornell Cooperative Extension of Nassau County. Associated costs and additional guidelines for topsoil analyses shall be as specified under DETAILED SPECIFICATIONS FOR TOPSOIL FOR RESTORED AREA.
6. Inspection:
 - a. The Engineer or DEP representative shall inspect trees and shrubs at place of growth before planting, for compliance with requirements for genus, species, variety, size and quality. Contractor shall be responsible for all inspection costs beyond a 50-mile radius from New York City.
 - b. Plant materials shall be inspected by the Engineer upon arrival at the job site and prior to planting. Any materials not in compliance with specifications shall not be accepted and shall be removed from the job site immediately.
 - c. The Engineer retains the right to further inspect trees for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. The Contractor shall remove rejected trees immediately from project site.
 - d. Tagged samples of plant materials shall be delivered to the site and planted in locations approved by the Engineer. These tagged samples shall be maintained, protected and used as standards for comparison with the plants furnished for the work.
 - e. The Contractor shall be responsible for all certificates of inspection of plant material that may be required by Federal, State or other authorities to accompany each shipment of plants. On arrival, the certificates shall be filed with the Engineer. The Engineer shall receive a copy of

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

each shipping invoice immediately after the delivery has arrived at the job site.

D. Submittals

The General Contractor shall submit the following information (as listed in 1. through 4.) for approval within ten working days following the date in the Notice to Commence Work:

1. Subcontractors. Subcontractors proposed for landscaping and associated restoration and site work must be approved by the Engineer prior to start of work. The Contractor shall submit at least three (3) alternative Subcontractors to the Engineer for review and approval. The Subcontractors proposed shall be evaluated on the following criteria, prioritized in descending order:
 - a. Prior direct experience in the installation, restoration, and maintenance of native habitats and wetlands. The Contractor shall submit a minimum of three relevant projects whereby the Contractor was directly responsible for the installation and maintenance of native plant projects. References and xerographic reproductions of photographs of the projects shall be submitted. Projects shall not be more than five years old.
 - b. Demonstrated capacity to accomplish the work in the required time including qualification of experienced foreman and key personnel.
 - c. Experience in digging and transplanting field stock.
 - d. Experience with City agencies, such as the Department of Parks and Recreation, Central Park Conservancy, Botanic Gardens, HPD and the Port Authority.
 - e. Other references or experience deemed appropriate to obtaining approval.
2. List of growers/nurseries.
3. Certified arborist or nurseryman, experienced in tree pruning and removal.
4. List of all materials and certificates specified within this Item.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

The General Contractor shall submit the following information (as listed in 5 through 8) prior to construction:

5. Certificates:
 - a. All necessary State, Federal and other inspection certificates as may be required by law.
 - b. Two (2) copies to the Engineer of manufacturers' or vendors' certified analysis for soil treatments and fertilizer materials shall be submitted with samples.
 - c. Certification and guarantee that all plant material is true to name and in conformance with these specifications.
 - d. The invoice or a written statement showing the size and grade of materials received or shipped, together with the source and health of the plant material and verification that balled and burlapped plants were sprayed with an anti-desiccant within 48 hours prior to digging. No plants shall be accepted that have been collected from property other than that owned or leased by a nursery.
 - e. Certification that all herbaceous plant material was grown from seed or stock collected from locally adapted ecotypes within a one-hundred mile radius of the project site.
6. Planting Schedule. Submit proposed planting schedule within one month of official Notice to Commence Work, indicating dates for each type of landscape work during normal seasons and as specified in the Contract for such work in area of site. Included shall be a schedule of nursery visits for the Engineer or DEP Representative to tag plant material. Correlate from date of substantial completion. Once accepted, revise dates only as approved in writing, after documentation of reasons for delays.
7. List of equipment, methods of operation, and maintenance plan, including methods for protection of existing vegetation.
8. Manufacturer's Literature. Manufacturer's literature for all materials furnished shall be submitted with samples of same.
9. The Contractor is required to perform a separate germination test on the seed mixes to be used on this project prior to submitting the seed mix and supplier. The results of the germination test shall be included in with the information submitted to the Engineer for

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

review and acceptance. The Contractor is advised that these tests can run two-months or more and should be prepared to have these tests completed in sufficient time for the next seeding season. Seed shall conform to all applicable state and federal regulations and to test provisions of the Association of Official Seed Analysts. There shall be no exceptions.

10. The Landscape Subcontractor shall submit a watering and weeding plan and maintenance schedule prior to the installation of plant material, to be approved by the Engineer or Restoration Specialist. The plan shall include proposed methods of watering and weeding, including but not limited to tree gators (bags), sprinklers, drip hoses, irrigation, tanker vehicles and hand watering, etc., as well as manual weeding and weeding tools. No additional payment will be made for watering and weeding during installation and during the three year guarantee period.

The approved plan and schedule do not relieve the Contractor in any way from any aspect of the replacement of dead plant material. The Landscape Subcontractor may alter the maintenance schedule based on weather and field conditions.

E. Product Delivery, Storage and Handling

1. Delivery of Materials:
- a. Packaged Materials. Deliver packaged materials in unopened bags or containers, each bearing the name, warranty, and trademark of the producer and the composition, analysis and the weight of the material.
 - b. Trees and Plants. The Contractor shall provide trees and plants of the stock type and quantities shown on the Contract Drawings. Do not prune prior to delivery unless otherwise approved by the Engineer. Do not bend or bind-tie trees or plants in such a manner as to damage bark, break branches or destroy natural shape. Provide protective covering during delivery, and insure that all balled and burlapped stock, container stock, tube stock, and/or bare root material is handled properly and is not dropped.
 - c. All plant materials shall be protected from drying out and from wind damage during delivery.
 - d. The Contractor shall deliver trees and plants after preparations for planting have been completed and plant

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

immediately. If planting is delayed more than 6 hours after delivery, set trees and plants in shade, protect from wind, weather and mechanical damage, and keep roots moist by covering with mulch, burlap or other acceptable means of retaining moisture. Water as necessary.

- e. The Contractor shall not remove container grown stock from container until planting time.
- f. Material should be planted in the ground immediately after delivery to site. Plants should be covered with damp-not wet-leaf compost while awaiting ground installation. Do not allow the plants to dry out or freeze.
- g. Fertilizer delivered to the job site shall be in original, unopened containers bearing the manufacturer's chemical analysis and essential information. Fertilizer containers shall be protected from exposure to precipitation and direct sunlight.
- h. All materials shall be stored in upland areas that are protected from weather.

Seed shall be clean and fresh and delivered to the site in the original, unopened bags showing the net weight, composition of mix, suppliers name and guarantee of analysis. Seed shall be delivered and stored in original unopened packages, kept dry, and not opened until needed for use. Damaged or faulty packages shall not be used and will be rejected. Seed shall have been harvested for planting in the current growing season, and shall have been packed within the last 9 months.

F. Job Conditions

Terrestrial and Wetland Buffer Zone Plantings: Unless otherwise directed by the Engineer, evergreen material shall be planted and transplanted from April 1st to May 15th and from September 1st to October 15th. Deciduous material shall be planted and transplanted from March 1st to May 30th and from October 15th to December 1st. Container-grown herbaceous material shall be planted and transplanted from March 1st to May 30th and from August 15th to September 15th (SEE PLANTING SCHEDULE). Perform actual planting when conditions are suitable. No plant material shall be planted when the ground is frozen or in excessively moist condition. All material labeled as fall planting hazard shall be installed during the spring only. Notify the Engineer before proceeding with any planting operations.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

Wetland Plantings:

1. Time of Planting and Transplanting. All wetland plantings shall be installed in time frames indicated under the above Terrestrial and Wetland Buffer Zone Planting section. Perform actual planting when conditions are suitable. No plant material shall be planted when the ground is frozen or in excessively moist condition. Notify the Engineer before proceeding with any planting operations.
2. The Contractor shall proceed with and complete landscape work as rapidly as portions of site become available, working within seasonal limitations for each kind of landscape work required.
3. Utilities. The Contractor shall determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is approved by the Engineer.
4. Excavation. When conditions detrimental to plant growth are encountered, such as rubble fill, adverse draining conditions, or obstructions, notify the Engineer.
5. Preservation and Restoration of Existing Trees and Shrubs.
 - a. In order to avoid surface and subsurface root damage and soil compaction, the Contractor shall not be permitted to stockpile materials of any nature under the drip line of existing trees and shrubs. This directive shall apply to all areas within or outside the Contract limit line.
 - b. The Contractor shall assume the responsibility for any remedial work such as root and top pruning required and/or necessary to prevent loss of plant material when this article is violated or when trees or shrubs are injured by construction equipment.
 - c. Compensatory pruning and fertilizing of existing trees and shrubs shall be performed to compensate for damage of roots incurred. Fertilize in areas around undamaged roots only and not adjacent to the trunk or main stem. Fertilizer shall be applied in the fall unless otherwise approved by Engineer.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

- d. Tree pruning shall be performed In accordance with Specification 7.419 Tree and Root Pruning.
- e. No separate payment will be made for fertilizing and pruning of trees and shrubs in stockpile areas or when trees or shrubs are injured by construction equipment, but the cost thereof will be deemed to be included in the various prices bid for the items for which such pruning and fertilizing are necessary.
- f. No existing trees, shrubs or herbaceous plants shall be removed, except as specifically required by this Contract or as specified on Contract Documents, or as specifically approved in writing by the Engineer.
- g. Any areas or items of existing landscape which are removed or damaged shall be replaced by the Contractor at no additional cost to the City. The Contractor shall match the existing condition prior to damage or as directed by the Engineer.
- h. All existing landscape features including trees, shrubs, perennial, meadows, lawns, wetlands, paving, walls, stairs, etc. shall be protected by the Contractor, utilizing methods approved by the Engineer prior to start of work.

G. Guarantee

- 1. Landscape Guarantee and Replacements
 - a. Guarantee. All landscaping work shall have a replacement guarantee for a period of three (3) years beginning at the date of acceptance of the Landscaping work or the date of substantial completion, whichever is later, and shall be considered as included under monies shown within the guarantee provisions of Schedule A.
 - b. Operations. The Contractor shall, for a period of three (3) years, cultivate, weed, mulch, prune, and water all trees, shrubs, herbaceous plants, vines permanent seeded areas under this Contract, to the satisfaction of the Engineer. The Contractor shall replace, according to the original specifications, any plant material which is dead or in a dying condition at the request of the Engineer. The Engineer shall be the sole judge as to the condition of the plants. The guarantee and maintenance applies to all

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

planted and grassed areas, meadows, paved and other landscaped areas.

- c. Replacement. Any plant material that is dead or not showing satisfactory growth, as determined by the Engineer, shall be promptly removed and replaced by the Contractor during normal planting season specified in Section 7.401.2E. Initial replacement of dead material and the repair of bare areas will take place one year following the acceptance of plant material. The replacement shall be of the same variety, size and character as specified for the original planting. Unless a written waiver of this clause is issued, under the terms of the guarantee, replacement plants shall be chosen only by the Engineer.

At the end of the guarantee period, and upon written request, an inspection will be made by the Engineer. If mortality exceeds ten percent or if bare areas occur, the Contractor shall replace plant material.

H. Materials

1. Topsoil

- a. Topsoil from site stripping shall be used if the material meets specifications listed in 7.403. A soil test(s) shall be made at Contractor's expense to determine if the specifications for all the tests listed in (7.403) have been met. A soil test shall be required and shall serve as a representative analysis for every 200 cubic yards of material utilized.
- b. Additional topsoil shall be furnished from sources off the Contract site when existing topsoil is not sufficient. Material shall consist of natural loam topsoil, free from subsoil, obtained from an area which has never been stripped. Topsoil shall comply with the requirements of Specification section 7.403.

2. Fertilizer

Fertilizer shall be provided as indicated on the Contract Drawings: Osmocote, granular, slow-release in the specified time frame releases and analyses. Fertilizer shall be furnished in standard containers, with name, weight and guarantee analysis of contents clearly marked thereon. Appropriate containers to disperse

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

specified amounts of fertilizer into planting holes shall be supplied and used by the Contractor.

3. Mycorrhizal Inoculants
 - a. Mycorrhizal inoculants shall be used in all tree and shrub planting operations in all areas receiving topsoil from off-site sources, or stripped topsoil stockpiled in excess of one year.
 - b. The inoculants for trees and shrubs shall be "Mycor Tree Saver" as manufactured by Plant Health Care, Inc., 440 William Pitt Way, Pittsburgh, PA 15238, (800) 421-9051, or approved equal. The inoculants shall contain fresh, live and viable spores of both endo (VAM) and ecto (Pt) mycorrhizal fungi. All inoculants shall be delivered in sealed containers or packages of the Vendor, listing the weight, content, date of packaging and name of Vendor.
 - c. The inoculants for herbaceous plants and grasses shall be Mycor Plant Saver as manufactured by Plant Health Care, Inc., 440 William Pitt Way, Pittsburgh, PA 15238, (800) 421-9051, or approved equal. The inoculants shall contain fresh, live and viable spores of both endo (VAM) and ecto (Pt) mycorrhizal fungi. All inoculants shall be delivered in sealed containers or packages of the Vendor, listing the weight, content, date of packaging and name of Vendor.
 - d. The inoculants shall be stored in unopened containers in a cool, dry location. All containers must be inspected by the Engineer prior to opening. Any inoculants dated eighteen (18) months or more prior to the date of intended use shall not be used. Any inoculant that has been in a wet condition shall not be used. Any inoculant rejected by the Engineer shall be removed from the site.
 - e. For trees and shrubs, the Contractor shall incorporate the inoculant into the top eight inches (8") of the topsoil mix used in the planting operations described in Section 7.403 and as per the manufacturer's instructions. The amount of inoculant used at each plant shall be based on the plant's size - see manufacturer's instructions. For herbaceous plants, the Contractor shall place the inoculant into each planting hole as per manufacturer's application rate and project plans.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

- f. The Contractor shall not apply fungicide to any areas receiving inoculant for a minimum of two weeks following the planting operations.

4. Plant Material

- a. The Contractor shall furnish all plant material shown. Plant material must be true to name and size and conform with the following standards:
 - i. American Joint Committee on Horticultural Nomenclature, Standardized Plant Names (Published by Mount Pleasant Press J. Horace McFarland Company, Harrisburg, PA.).
 - ii. American Association of Nurseryman, "Horticultural Standards" (Published by American Association of Nurserymen, Inc., 635-636 Southern Building, Washington, D.C.).
- b. Nursery grown plants shall mean plants propagated by seed, division, tissue culture or cloned from existing stock at a nursery, which are healthy, vigorous plants, cultivated in accordance with sound horticultural practice. All plants shall be nursery grown unless collected from natural areas owned or leased for that purpose by the nursery. All plants shall have been grown under the same climatic conditions as those of the planting site. All herbaceous plants shall come from seeds or stock collected within a one-hundred mile radius of the project site. Only those nurseries within a 250-mile radius of the planting site will be accepted as plant sources. In some cases plant material may be obtained outside the 250-mile radius on a case-by-case basis.
- c. All plants and all balled and burlapped plants shall be freshly dug; neither heeled-in nor plants from cold storage will be accepted. All plants shall have been transplanted or root pruned at least once in the past three years.
- d. All plants shall conform to the measurements specified in the plant list on the Contract Drawings. All plants shall be typical of their species and shall have a normal, healthy habit of growth and be of first quality, sound, vigorous, well-branched and densely foliated. Plants that meet the requirements specified in the plant list, but that do not possess a normal balance between height and spread will

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

not be accepted. No damaged or diseased plants will be accepted.

- e. All deciduous trees shall be well-branched and furnished to the ground. There shall be no abrasion of the bark, no fresh cuts of limbs over 1-1/4" which have not completely calloused over. A heavy fibrous root system is essential. Refer to Plant Schedules on the Contract Drawings for further specifications.
- f. All evergreen trees shall be heavy, symmetrical plants well-furnished to the ground. They may be multiple-stemmed. All evergreen trees must be free from winter injury. A heavy fibrous root system is essential.
- g. Trees 4" caliper or less shall be calipered six inches above ground. Trees greater than 4" caliper shall be calipered one foot above ground.
- h. All trees to be tagged on north side of tree for proper orientation when planting.

5. Mulch

Mulch shall be organic mulch free from deleterious materials and suitable for top dressing of trees, shrubs or plants and shall be shredded hardwood bark, decayed hardwood chips, leaf mold, pine straw, partially decayed leaves, cottonseed hulls, peanut hulls or other organic products. Mulch must be aged at least one year, should not contain elm wood chips, or be from diseased trees. No shredded bark pieces shall be greater than 3" in length and 13" in width. Mulch for seeded areas shall be clean, seed-free salt hay. Mulch shall be free of roots or other parts of invasive exotic plants that may take root in restored area.

6. Compost

Compost having the general properties of humus shall contain organic matter with no admixture of refuse or material toxic to plant growth. Compost shall be "Earthlife" as available through Earthlife Sales Company, Division of Delchem Sales, Inc., 354 North Main Street, Doylestown, PA 18901, or approved equal, completely decomposed and free from deleterious materials such as a glass, paper, plastics, metals, etc.

7. Materials for Anchoring, Staking, Guying, Wrapping

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

- a. Stakes. The Contractor shall provide straight, sound cedar stakes, 2 x 2-1/2 inch diameter (50 x 50 mm or 63 mm diameter) in size.

In natural areas, where wind-disturbance is unlikely Engineer will determine if stakes are necessary. If it is determined that staking is required, a modified staking system shall be used. The modified stakes shall be shorter than conventional stakes, and shall protrude 18 inches above the finished grade. Stakes shall be anchored and fastened in the same manner as in conventional staking.

- b. Tree guys. The Contractor shall provide guys of 3/4" woven polypropylene fabric, such as "Arbor-Tie" or approved equal. Each end shall be coiled tightly, with enough slack left in guy so as to allow slight movement of tree trunk. Guying shall be performed under the direct supervision of the Engineer.

- c. Wrapping Material. The Contractor shall use standard nursery tree wrapping paper, or burlap manufactured for wrapping tree trunks. Burlap shall be made of jute. Twine for tying shall be lightly tarred sisal (lath) yarn.

8. Topsoil Mix

The topsoil mix shall be a mixture of one part compost, and two parts of topsoil. Topsoil mixed on-site must be tested by Contractor and have pH of 5.5 - 6.5. Ericaceous plantings may require a lower pH. Where site conditions such as heavy clay soils exist, the Engineer shall determine a mix incorporating a percentage of the existing soils.

9. Temporary Seed Mixtures

Soil stockpiles and cleared and graded areas shall receive Ryegrass (annual or perennial).

Nurse/Cover seed shall be certified "Aroostook" winter rye (cereal rye).

10. Permanent Seed Mixture

Seed mixture shall be as specified in the Contract Drawings unless otherwise directed by the Engineer. The FACW Wetland Meadow

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

Mix is available from Ernst Seed Co., (800) 773-3321, or approved equal.

Seed Mixtures – Permanent seeding shall be the Staten Island Native Wildflower Meadow Seed Mix, or the FACW Wetland Meadow Mix, as shown on the following table:

Staten Island Native Wildflower Mix

| Common Name-Wildflowers | Scientific Name | Percentage |
|-------------------------|------------------------|------------|
| Black Eyed Susan | Rudbeckia hirta | 20 |
| Switchgrass | Panicum virgatum | 10 |
| Virginia Wild Rye | Elymus virginicus | 10 |
| Indiangrass | Sorghastrum nutans | 5 |
| Thin Leaved Coneflower | Rudbeckia tribolia | 5 |
| Wild Blue Lupin | Lupinus perennis | 4 |
| Rough Stem Goldenrod | Solidago rugosa | 4 |
| Joe Pye Weed | Eupatorium fistulosum | 4 |
| Wingstem | Verbesina alternifolia | 4 |
| Wild Bergamont | Mondard fistulosa | 4 |
| Sneezeweed | Helenium autumnale | 4 |
| Heath Aster | Aster pilosus | 4 |
| New England Aster | Aster novae-angliae | 4 |
| Smooth Blue Aster | Aster laevis | 4 |
| Blue Vervain | Verbena hastata | 4 |
| Common Milkweed | Asclepias syriaca | 2 |
| Butterfly Weed | Asclepius tuberosa | 2 |
| Eastern Columbine | Aquilegia canadensis | 2 |
| Showy Tick Trefoil | Desmodium canadense | 2 |
| Forest Sunflower | Helianthus decapetalus | 2 |

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

Staten Island FACW Wet Meadow Seed Mix

| Common Name - Wildflowers | Scientific Name | Percentage |
|---------------------------|---------------------------------|------------|
| Virginia Wild Rye | <i>Elymus virginicus</i> | 20 |
| Fox Sedge | <i>Carex vulpinodea</i> | 15 |
| Bottlebrush Grass | <i>Elymus hirtix</i> | 10 |
| Deertongue | <i>Panicum clandestinum</i> | 5 |
| Pennsylvania Smartweed | <i>Polygonom pensylvanicum</i> | 5 |
| Riverbank Wild Rye | <i>Elymus riparius</i> | 5 |
| Switchgrass | <i>Panicum virgatum</i> | 5 |
| Black Eyed Susan | <i>Rudbeckia hirta</i> | 5 |
| Soft Rush | <i>Juncus effusus</i> | 5 |
| Common Milkweed | <i>Asclepius syriaca</i> | 5 |
| Pennsylvania Sedge | <i>Carex pensylvanicum</i> | 2 |
| Blue Vervain | <i>Verbena hastata</i> | 2 |
| White Snakeroot | <i>Eupatorium rugosum</i> | 2 |
| Spotted Joe Pye Weed | <i>Eupatorium maculatum</i> | 2 |
| Whorled tickseed | <i>Coreopsis verticillata</i> | 2 |
| White Wood Aster | <i>Aster divaricatus</i> | 2 |
| Heart Leafed Aster | <i>Aster cordifolius</i> | 2 |
| Path Rush | <i>Juncus tenuis</i> | 2 |
| Swamp Sunflower | <i>Helianthus angustifolius</i> | 2 |
| Showy Tick Trefoil | <i>Desmodium canadense</i> | 2 |

11. Erosion Control Mat (Blanket)

The erosion control fabric utilized at BMPs and shown on the Contract Drawings shall conform to Detailed Specification 7.705 Erosion Control Mat.

I. Execution

Installation/Application/Performance For Terrestrial and Wetland Buffer Zone Plants

1. Workmanship. The Contractor shall complete all work in the best manner, so that the work as a whole is of uniform quality and appearance. The Contractor shall conform to the requirements specified hereafter.
2. Preparation.
 - a. Areas described and shown on plans shall be rough graded with suitable local fill to (maximum) four (4) inches below

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

the finished surface, topsoiled, fine graded, prepared for planting and landscaped.

- b. Subgrade shall be kept free of masonry, concrete, metal waste materials, and debris.
 - c. Remove stones over 1-1/2 inches in any dimension, as well as sticks, rubbish and other extraneous matter.
 - d. No topsoil mix is to be placed until the subgrade is approved by the Engineer.
 - e. For planting beds, spread topsoil mix to minimum depth required to meet lines, grades and elevations shown on the Contract Drawings, after light rolling and natural settlement.
 - f. The planting beds and pits shall be worked up well, and shall be free of other vegetation and large clods of soil.
 - g. Apply fertilizer at rate specified in Contract Drawings during planting and seeding operations. Do not use fertilizer for wetland plants or in excessively wet areas.
3. Delivery: Plants shall be packed, transported, and handled with utmost care to insure adequate protection against injury. When transported in closed vehicles, plants shall receive adequate ventilation to prevent sweating. When transported in open vehicles, plants shall be protected by tarpaulins or other suitable cover material. All bare root plants shall be adequately protected from drying out and immediately after inspection shall be heeled in moist soil. Balled and burlapped plants shall be set on the ground and the ball covered with soil. Until planted, all material shall be properly maintained and kept adequately moist, to the satisfaction of the Engineer.
4. Inspection: Inspection may be made before digging if the Engineer directs, but no plant material shall be planted by the Contractor until inspected by the Engineer at the site of the work. Plant material will be rejected if delivered with broken or damaged root balls, or if damaged on site by rough handling. All rejected material shall be immediately removed from the site and replaced with acceptable material at no additional cost. Final inspection shall be made upon completion of the Contract.
5. Installation.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

- a. Planting Operations.
1. Layout: All trees, shrubs and herbaceous shall be laid out in random and naturalistic arrangements, as specified in the Contract Drawings unless otherwise directed by the Engineer. All plant and planting area locations shall be staked prior to planting by the Engineer. Place no plantings within two (2) feet of pavements or structures, unless otherwise indicated.
 2. Loosen subsoil/subgrade to a depth of six (6) inches prior to topsoil placement so that the topsoil and subsoil layers don't mix. Loosen subsoil with rototiller, backhoe or discer. The soil-loosening operation shall be conducted in such a way as to back its way out of the site. After this, no more heavy machinery shall be allowed on the planting beds.
 3. Rototill/cultivate soils to a depth equal to the depth of the root ball and two times the diameter of the root ball. Set the tree/shrub on the undisturbed solid ground in the center of the area.
 4. Obstructions Below Ground: Remove any rock, rubble, masonry, concrete, metal, stones over one inch or other underground obstructions to the depth necessary to permit proper planting.
 5. Disposal: Remove and dispose of all excess excavations and unsuitable materials. Dispose in accordance with all local laws and regulations at Contractor's cost.
 6. Apply topsoil, utilizing small equipment that does not compact soil.
 7. Plant Beds: All plant material shall be planted in existing on-site and/or locally available topsoil, except for shallow plantings installed within the specified four-inch (minimum) topsoil layer.
 8. Bare root material shall be adequately protected from drying out and immediately heeled in after

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

inspection. The bundles of heeled-in plants shall be set upright on the ground, covered with mulch, and kept adequately moist until the time of installation. Until the time of planting, all plant material shall be stored in an approved location, securely fenced and maintained, to the satisfaction of the Engineer, at no additional cost to the City. All plants not planted immediately shall be watered as necessary to maintain optimal health until planting.

9. Setting Plants: Plant all plants to the same depth as their place of growth, unless otherwise directed. Center the plants in their planting pits. Set in the natural upright position at such a level that, after settlement, a normal or natural relationship of the crown of the plant with the ground surface shall be established. Be careful not to exert any pressure that will damage any portion of the plant.
10. Topsoil mix shall be lightly tamped around the base of all plants and trees. Avoid compacting the soil. As clay soils are particularly prone to compaction, especially if worked when wet, transplant into clay soils when they are not saturated to the greatest extent possible. Do not leave plants exposed to sun or wind prior to planting. Take special care to avoid desiccation of fibrous-rooted plants.
11. The Contractor shall be liable for any damage to property caused by planting operations and the Contractor shall, without any additional cost, restore to original condition or replace all trees, plant beds, lawns, meadows and all construction disturbed or damaged in performing the work of this Contract.

b. Planting Trees and Shrubs.

1. Trees and shrubs shall be planted before herbaceous plants to avoid trampling of the smaller material. The Contractor shall properly sequence plant delivery to achieve this progression.
2. Balled and burlapped. The roots of balled and burlapped plants shall, if not immediately planted after digging and inspection, be adequately protected by topsoil until planted in their final

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

location. Handle balled plants so that the ball will not be loosened. After the soil has been thoroughly firmed under and around the ball, cut the burlap away from the upper half of the ball and adjust remaining burlap to prevent the formation of air pockets; when directed by the Engineer remove the burlap entirely. Firm the soil at 6" to 8" intervals and thoroughly settle with water. Remove all wire baskets from root balls, unless otherwise directed by the Engineer. Install mulch around trees and shrubs immediately after installation.

3. Container. Cut containers on 2 sides with an approved can cutter and remove plant from container. Set container grown stock as specified. If container grown plant is root-bound or can be easily pulled from container, plant shall be rejected. Place plant on a cushion of planting soil mixture and carefully work soil mix around roots by hand and puddle with water until the soil mix layers are completely saturated.
4. Tube stock. Plants shall be removed from tube entirely and without damage. Plugs shall have solid soil/root masses with the soil in place. Roots must appear clean and white in coloration. If plug is root-bound or can be easily pulled from tube, plant shall be rejected. Plug shall be installed in hole perpendicular with root collar and even with the surrounding grades. Plant to be firmed in to remove air pockets, then watered to full saturation.
5. Mix granular 12-14 month slow release Osmocote into the top two inches (2") of soil backfill at the rates indicated on the Contract Drawings. Apply Mycorrhizal inoculants directly to the root ball. The top of the root ball/container soil shall be level with the substrate surface. Excess substrate shall be distributed around the planting sites. No saucers shall be constructed around the planting sites with the excess substrate.
6. Mulch pits, trenches and all planted areas. Provide not less than a three (3) inch thick layer of mulch and work into top of soil and finish level with adjacent finish grades. Do not place mulch within

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

six (6) to eight (8) inches of tree trunks, nor should the base of shrubs and other plants be covered by mulch. No separate payment shall be made for mulching planted areas.

7. Prune, thin out and shape trees in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by the Engineer, do not cut tree leaders, and remove only injured or dead branches from flowering trees, if any. Prune plant material to retain natural character.
 8. Trees shall be placed with the tags facing North. Placing the trees in the same orientation to the North as they were grown in the nursery shall serve to limit bark sun scald.
 9. Guy and stake street trees immediately after planting, as required by the Engineer. Trees planted as part of a natural area restoration must use modified staking system if deemed necessary. Stakes shall be removed after one complete growing season.
 10. Stake all trees within 20 feet of a surface water feature, so that they will not be washed away in time of flood.
6. Method of Work. Submit a list of proposed methods of execution of work under this section for review by the Engineer when proposed methods are different from, or supplementary to, those specified herein.

J. Temporary Seed Mixture

1. Soil stockpiles shall be seeded with a temporary seed mixture if they will be in place for greater than 30 days. Cleared and graded areas shall also be seeded with a temporary seed mixture to temporarily stabilize them, if they will not be landscaped or planted (final) for more than 30 days.
2. Seed mixture – Temporary seeding shall be Ryegrass (annual or perennial) at a rate of 30 lbs per acre or 0.7 lbs per 1,000 sq. ft. If area is seeded during months of October and November, certified "Aroostook" winter rye (cereal rye) shall be used at a rate or 100

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

lbs per acre of 2.5 lbs per 1,000 sq. ft.

3. Temporary seeding shall be made within 24 hours of construction/disturbance. If not, the soil must be scarified prior to seeding.
4. Method of seeding – seed shall be evenly applied with broadcast seeder, drill or cultipack seeder.
5. If temporary seeding is made under favorable soil and site conditions during the optimum seeding dates (March 21 – May 20 or August 25 – October 15) mulch is not required. Any temporary seeding outside of those dates shall be mulched with salt hay mulch at a rate of 2 tons per acre (100-200 bales/acre).
6. Any area with fail to establish vegetative cover adequate to prevent rill erosion will be reseeded as soon as such areas are identified.

K.

Permanent Seed Mixture

1. Seed materials shall be inspected by the Engineer upon arrival at the job site and prior to planting. Any materials not in compliance with specifications shall not be accepted and shall be removed from the job site immediately.
2. All seed materials shall be protected from drying out and from wind damage during delivery.
3. All areas shown to receive seed on Contract Drawings and all areas which are disturbed and not planted shall be seeded.
4. Seedbed Preparation – Scarify all compacted areas and remove all debris and obstacles such as rocks and stumps.
5. Do not broadcast seed by mechanical application when the wind velocity is such as to prevent uniform seed distribution.
6. Seed at a rate of 10 pounds per acre along with 10 pounds per acre of cover/nurse crop. The nurse crop may consist of annual ryegrass.
7. Time of Seeding – Permanent seeding shall be done within 15 days of final construction activities. Optimum seeding times are in the spring from March 15 – May 15 and in fall from September 15 – October 15. If construction is completed during mid-summer, seeding may be done if watering will be provided. After October

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

15 and up to March 15, mulch should be applied until the permanent seeding can be done during the recommended seeding dates.

8. Method of Seeding – Seed shall be broadcast by hand or mechanically using a drop-hopper. The seed shall then be sown to depths of 0-0.25" using an ATV pulling a weighted drag of the same width as the ATV, with bolts inserted every 4-6" along its width in order to open up furrows in the soil of up to 0.25" in depth. The ATV should drag the seeded area a minimum of four (4) times.
9. Following the seeding operation, 10-10-10 fast release fertilizer shall be broadcast at a rate of 400 lbs/acre throughout the seeded area by hand or mechanically using a cyclone broadcaster. Seed shall be watered as recommended by the seed manufacturer to achieve specified growth coverage.
10. Mulching straw of oat or wheat stalks shall be applied at a rate of 2 tons per acre (100-200 bales/acre). Hay is not acceptable due to its high weed content.
11. Acceptable seeding will be 85% coverage of the open area with the seeded species. Any area not meeting this requirement shall be reseeded with the original seed mix.

L. Final Acceptance

Trees, shrubs and herbaceous plants must be thriving. Planting beds must be evenly mulched and free of invasive nonnative plant species. Paving/landscape interface must be a smooth, crafted transition free from defects such as gaps, sharp edges or sudden level changes.

M. Final Cleanup

At time of final inspection of work, and before final acceptance, clean any paved areas that are dirty or stained due to work of this Section by sweeping or washing, and remove any defacements or stains. Remove construction equipment, excess materials and tools. Remove from site any debris and dispose of off-site, in accordance with all local laws, and at the Contractor's expense. The Contractor shall also cut all perimeter grass and weeds before final acceptance.

N. Wetland Plantings:

1. Installation

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

The Contractor shall complete all work in the best manner, so that the work as a whole is of uniform quality and appearance. The Contractor shall conform to the requirements specified hereafter. Plant material scheduled for planting in coconut fiber logs shall also be rooted and potted in coconut fibers, and not in potting soil. This requirement shall serve to safeguard against plants floating out of coconut fiber logs due to the washing away of potting soil.

- a. At the elevations described and shown on the plans, the areas shall be fine graded, prepared for planting and landscaped.
- b. Subgrade shall be kept free of waste material and debris. Subgrade shall be compacted prior to topsoil application at the Engineer's direction.
- c. Remove stones over 1-1/2 inches in any dimension, as well as sticks, rubbish and other extraneous matter.
- d. The planting areas shall be worked up well, and shall be free of other vegetation and large clods of soil.
- e. Install erosion control mat.
- f. Apply fertilizer at rate specified in Contract Drawings during planting and seeding operations.

2. Erosion Control Blankets

- a. Center a blanket in the bottom of the wetland area and anchor the erosion control blankets in a minimum 8" x 8" slot using five evenly spaced staples. Unroll blankets carefully in the direction of water flow, being careful to place blankets loosely and in full contact with the soil.
- b. Overlap blanket edges approximately 4" with downstream edges over upstream edges.
- c. Staple blankets using approximately 3 staples per square yard.
- d. Overlap blanket ends 6" in a minimum 8" x 8" check slot, upper blanket over lower blanket and staple using five evenly spaced staples.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

- e. Cut excess blanket with scissors and anchor at the entrance to the weir/micro pool in a minimum 8" x 8" check slot with five evenly spaced staples.
- f. Blanket shall not float or Abubble@ anywhere after wetland is inundated with water.

3. Planting Operations

- a. Layout: All plants shall be laid out in random and naturalistic arrangements, as specified in the Contract Drawings unless otherwise directed by the Engineer. All plant and planting area locations shall be staked prior to planting by the Engineer. Place no plantings within two (2) feet of pavements or structures, unless otherwise indicated.
- b. When planting containerized wetland plants, care shall be taken so as not to set the plants in water where there is in excess of 3" - 4" of water between the top of plant and the water surface. When planting dormant wetland plants, care shall be taken so as not to set the plants in water where there is in excess of 12" - 14" of water between the top of plant and the water surface.
- c. When planting containerized or tube wetland plants, care shall be taken so to set the plants in the water regime noted on the Contract Drawings plant schedule.
- d. Rototill/cultivate soils to a depth equal to the depth of the root ball and two times the diameter of the root ball. Set the tree/shrub on the solid ground in the center of the area.
- e. Obstructions Below Ground: remove any rock, rubble, masonry, concrete, metal, stones over one inch in diameter or other underground obstructions to the depth necessary to permit proper planting.
- f. Disposal: Remove and dispose of all excess excavations and unsuitable materials. Dispose in accordance with all local laws and regulations at Contractor's cost.
- g. The storm sewers tributary to BMPs should not be put into service for 6 to 8 weeks after completion of the associated wetland plantings. This will permit the wetland plantings to establish themselves.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

O. Measurement and Payment

The quantity to be measured for payment under this section shall be the total amount of trees, shrubs, herbaceous plants and seeded areas furnished, planted and maintained.

The contract price per unit for Landscaping Work shall be as indicated on the BID SCHEDULE OF PRICES Item Nos. BMP-7.401-A1 through BMP-7.401-I inclusive. The price bid shall be a separate unit price per tree, shrub and herbaceous plant specified within the Contract Drawings, and shall include the costs of all excavating and preparing planting pits and beds, adding soil amendments, furnishing plants, digging, inspecting, planting, pruning, staking, guying, anchoring, wrapping, mulching, fertilizing, furnishing seed, seeding, liming, discing, raking, tilling harrowing, mowing, material, and maintaining all plant material and seeded areas. The price bid shall also include the costs of all rough and fine grading, all specified soils necessary and required for the satisfactory completion of all landscaping work and all other work incidental thereto in accordance with the plans and specifications to the satisfaction of the Engineer.

The contract price per square foot of seeding shall be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.401-I.

PLANT MATERIAL SUMMARY FOR LANDSCAPING WORK

| <u>Item</u> | <u>Description</u> |
|-----------------------|----------------------------|
| BMP-7401-C inclusive | Canopy Trees whips - 5'-6' |
| BMP-7.401-H inclusive | Shrubs |
| BMP-7.401-I inclusive | Seeding |
| BMP-7401-J inclusive | Herbaceous Plants – Plugs |

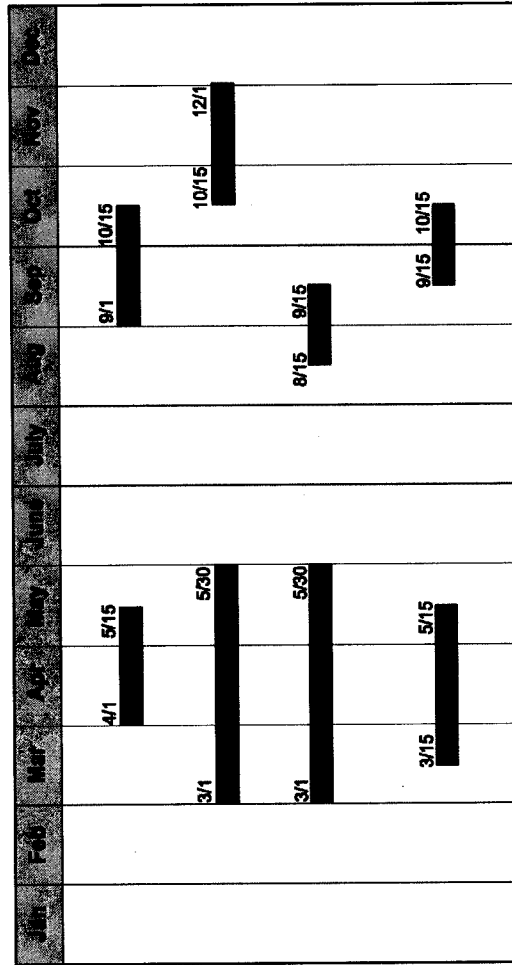
* * * * *

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

HAS File: 6300\Cameiro Figs\Sc1-PlantingSchedule.caf 9-11-00

Division VII - Detailed Specifications - Contract
Landscaping and Restoration Work

**Terrestrial and Wetland Zone
Planting, Transplanting and Seeding Schedule**



Evergreen Material

Deciduous Material

Container-Grown Herbageous
Material

Permanent Seeding

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

7.403 TOPSOIL FOR RESTORED AREAA. Description of Work

Under this item, the Contractor shall prepare topsoil areas and shall furnish, place and incorporate topsoil in accordance with the plans and specifications or as directed by the Engineer.

The Contractor shall be liable for any damage to property caused by topsoiling operations and all areas of construction disturbed shall be restored to their original condition to the satisfaction of the Engineer.

B. Material

Material shall consist of natural loam topsoil, free from subsoil. It shall be removed to a maximum depth of one (1) foot, or until subsoil is encountered. Topsoil shall be of uniform quality, friable, free from hard clods, stiff clay, hard pan, partially disintegrated stone, stones larger than one (1) inch diameter, lime, cement, ashes, slag, concrete, tar residues, tarred paper, gasoline, motor oil, or other petroleum hydrocarbons, boards, brush, weeds, stalks, roots, sods, chips, sticks or any other undesirable material. Invasive, nonnative seed shall not be allowed in the topsoil material.

All topsoil shall be tested by a New York State Cooperative Extension office or by an approved analytical laboratory with 5 years documented history of soil testing for state, city or county projects.

Topsoil from site stripping shall be tested prior to stripping. Soil test shall be performed per five (5) acres and at the extremes of elevations. After site topsoil has been stripped, stockpiled, and amended per soil test results, the stockpiled topsoil shall be tested again. For imported and stockpiled topsoil, soil tests shall be required and shall serve as a representative analysis for every 200 cubic yards of material utilized.

Topsoil shall comply with the following requirements: No topsoil shall be delivered in a frozen or muddy condition.

1. Organic Content: Topsoil shall contain a minimum four (4) percent organic matter and a maximum of fifteen (15) percent organic matter determined by loss, on ignition, of moisture-free samples dried in accordance with the current method of the Association of Official Agricultural Chemists. The acidity range shall be pH 5.5 to pH 6.5 inclusive.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

2. Nutrient Content: Magnesium, nitrogen, potassium, phosphorus levels, and soluble salts.

| <u>Range</u> | | | <u>Nutrient</u> |
|--------------|---|---------|-----------------|
| 4 | – | 8 (PPM) | Phosphorus (P) |
| 66 | – | 100 | Magnesium (Mg) |
| 115 | – | 164 | Potassium (K) |
| 0.36 | - | 0.75 | Boron (B) |
| 0 | – | 49 | Iron (Fe) |
| 0.5 | – | 1.0 | Zinc (Zn) |
| 85 | – | 120 | Nitrogen (N) |

Soluble salts shall be less than 2.5 millisemens.

3. Total Petroleum Hydrocarbon Content: Topsoil shall be tested for total petroleum hydrocarbons (TPH) by the Gravimetric-Hexane Method, as approved by the US Environmental Protection Agency. Topsoil shall contain less than 150 ppm total petroleum hydrocarbons. All soil testing positive shall be rejected and removed from the site.

4. Sieve Analysis: (By Wash Test, ASTM Designation C117)

The mechanical analysis of the soil shall be as follows:

Passing 2" sieve 100%
 Passing 1" sieve 95% to 100%
 Passing #4 sieve 90% to 100%
 Passing #100 sieve 30 % to 60%

5. Electrical Conductivity: Topsoil should have a maximum electrical conductivity of 1,000 micromhos/centimeter.
6. Invasive, Nonnative Plant Species: Topsoil shall be free of invasive nonnative plant propagules or if present, topsoil shall be sterilized with documentation.

When topsoil otherwise complies with the requirements of the specifications but shows an organic matter deficiency of not more than one (1) percent, organic matter may be incorporated when and as permitted by the Engineer.

The Contractor shall at the direction and discretion of the Engineer, or when quantities exceed two hundred (200) cubic yards, furnish a certified report of an approved analytical chemist showing the analysis of representative samples of the topsoil which he/she proposes to use. All

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

samples are to be taken by the Engineer and delivered to the laboratory. The price bid shall include inspection and laboratory charges. No topsoil shall be delivered until the approval of samples by the Engineer, but such approval shall not constitute final acceptance. The Engineer reserves the right to reject on or after delivery any material which does not, in his/her opinion, meet these specifications.

The Engineer reserves the right to reject topsoil in which more than sixty (60) percent of the material passing the No. 100 U.S.S. mesh sieve consists of clay as determined by the Buoyoucouc Hydrometer or by the decantation method. All percentages are to be based on dry weight of sample. If the Engineer directs, topsoil which varies only slightly from the specifications may be made acceptable by such corrections as the Engineer deems necessary.

C. Preparation of Topsoil Areas

Before any topsoil is placed, the subgrade shall be graded to a smooth, uniform surface, parallel to and below finished grade, the depths of which are shown on the plans or as directed by the Engineer. The subgrade surface shall be compacted with an approved roller weighing approximately five hundred (500) pounds. Hollows, depressions and gullies shall be filled with acceptable material free from stones over one (1) inch in diameter, cinders, rubbish and other unsuitable material. Fill which is four (4) inches or more in depth shall be compacted to the satisfaction of the Engineer.

All bumps, mounds, and ridges shall be cut down to subgrade elevations as shown in the Contract Drawings. All areas of the subgrade that are not in a friable condition shall be loosened to a depth of twelve (12) inches as directed by the Engineer. All surplus material and debris shall be removed and disposed of as directed by the Engineer.

D. Spreading

Topsoil for upland areas shall be spread and compacted to the overall depth of that which exists within the restoration area or to three (3) inches, whichever is greater. Topsoil for wetland areas shall be spread and compacted to the overall depth of that which exists within the wetland area or to six (6) inches, whichever is greater. The contractor shall use the lightest equipment appropriate to spread and compact the topsoil. Topsoil shall not be handled when, in the opinion of the Engineer, it is too wet.

Topsoil for backfilling planting pits and planting beds shall be mixed with compost having the general properties of humus in the following proportions:

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

Two (2) parts of topsoil to one (1) part of compost. They shall be thoroughly mixed by placing the compost evenly over the topsoil piles and turning the piles at least three (3) times or until thoroughly mixed to the satisfaction of the Engineer.

Topsoil mixed on-site must be tested by the Contractor and have a pH of 5.5-6.5.

The finish grade shall not be excessively compacted. Finish grade to 12" below soil surface shall be loose, friable soil and not excessively compacted to the satisfaction of the Restoration Specialist. Maximum acceptable compaction is to 83% of the standard (AASHTO) Proctor maximum dry density. Conversely, soil shall not be so loose that there is potential for extensive settlement, slumping, soil erosion, or excessive drainage. On-site compaction tests, if required, shall be a standard test such as Nuclear Density Meter, or Sand Cone, or Balloon Density performed at contractor expense. After finish grading, and prior to installation of any erosion control fabric, planting, seeding, the Restoration Specialist shall inspect extent of soil compaction. Restoration Specialist shall re-inspect extent of compaction after completion of all site work. If required, Contractor will be required to loosen top 12" of soil to the satisfaction of the Restoration Specialist.

E. Mycorrhizal Inoculants

All trees and shrubs planted in areas receiving topsoil from off-site sources or on-site topsoil stored more than one (1) year shall be inoculated with Mycorrhizal.

F. Measurement and Payment

The quantity of topsoil to be paid for under this item shall be the number of cubic yards of topsoil furnished from off-contract site sources (i.e. suppliers approved by the engineer), mixed, placed and incorporated in the completed work in accordance with the plans and specifications to the satisfaction of the Engineer, measured in trucks used for delivery, at the site of the work. The quantity of topsoil to be paid for under this item shall be measured in cubic yards in trucks used for delivery. No topsoil shall be furnished until ordered by the Engineer. (No deductions shall be made except for the volume of topsoil displaced by balls of trees, except in paved areas). Delivery ticket with name and address of vendor, date and estimated volume must be supplied to the Engineer prior to truck measurement.

The contract price per unit for Topsoil shall be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.403. The bid price shall be a

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

unit price per cubic yard of topsoil, and shall include the cost of all labor, materials and equipment necessary to prepare topsoil areas, furnish, mix, place and incorporate topsoil and compost, and all other work incidental thereto, in accordance with the plans and specifications to the satisfaction of the Engineer.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

7.405 VECTOR, PEST AND WILDLIFE CONTROLA. Description of Work

When, in the course of construction, the Engineer deems it necessary, the Contractor shall make arrangements to immediately implement a Vector and Pest Control Program at the construction site. All work is to be performed by a Licensed Applicator, and shall comply with all NYC and NYS Department of Health requirements for Vector and Pest Control and the methods outlined below. The work shall also include the control of mosquito larvae. The work shall be performed on a periodic basis as determined by the Engineer.

The Contractor shall also make arrangements to hire a Wildlife Control Agent, licensed by the NYSDEC, for live capture and removal of muskrats and any other wildlife if the Engineer deems it necessary. The wildlife, which shall include pond life such as fish, frogs, and turtles shall be removed before full-scale construction begins. The wildlife shall be relocated off-site and upstream.

It is anticipated that once construction commences, the resident water fowl will leave the existing wetland areas. However, if the waterfowl do not leave on their own following the commencement of work in the wetland areas, the Wildlife Control Agent shall make recommendations for their removal, and shall relocate the waterfowl to another water body on Staten Island.

All work in this item shall be supervised by the Restoration Specialist.

B. Material

1. Rodent Control - The Applicator shall use two types of traps for rodent control - live-traps and "tamper-proof boxes." The live traps shall be of proper dimensions for trapping rats and shall not be used with poisoned bait. The tamper-proof boxes must be designed to exclude other mammals and shall be used with poisoned bait to attract rats. Information on "tamper-proof boxes" is available from the NYC Health Department (212-442-1999). All bait and insecticides must be approved for use by the NYC and NYS Departments of Health.
2. Mosquito Control – As directed by the Engineer or Restoration Specialist, the licensed application shall treat stagnant water for mosquito larvae with products approved by the New York City Department of Health. These include Vectolex, Altosid, Vectobac,

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

and Aquabac. Products used shall consist of the naturally occurring bacteria, *Bacillus thuringienis*.

3. Wildlife Control – The effort to live capture and remove pond life such as muskrats, fish, frogs and turtles shall be undertaken by a Wildlife Control Agent, licensed by NYSDEC, employing various materials such as seines for catching fish, traps for live capture of turtles and muskrats, and possible use of electric shock to also capture fish.

C. Method

As the application of the above mentioned measures will take place in areas adjacent to a pond or stream, special precautions must be taken to protect water quality and to ensure the safety of other wildlife. To prevent the poisoned bait from entering the waterbody, no poisoned bait shall be used in areas within seventy- five (75) feet of the pond edge or streambank. Live-traps must be used in these seventy-five (75) foot buffer areas. For areas beyond the seventy-five-foot zone, tamper-proof boxes with poisoned bait shall be used. Poisoned bait shall only be used inside tamper-proof boxes.

Application of insecticide shall be as per the manufacturer's recommended procedures and shall be in compliance with all applicable rules and regulations and at the direction of the Engineer.

The Applicator shall be responsible for collecting and disposing of all trapped and poisoned rats found in live-traps and tamper-proof boxes, and for the removal of all live-traps and tamper-proof boxes at the end of the work. The Applicator shall be responsible for posting and maintaining signs announcing the baiting and spraying of a particular location.

The Wildlife Control Agent licensed by NYSDEC, who will be responsible for the live-capture and removal of pond life shall use various techniques to accomplish his/her task. As the water in the pond is slowly drawn down, life will be concentrated in the center of the pond. A geofabric may need to be rolled over the muck to make the center of the pond accessible. The fish shall be caught with a seine (net), electric shock or other approved method, and shall be scooped into buckets. Traps shall be used for turtles. Buckets containing wildlife shall be kept shaded, and wildlife shall be relocated to off-site and upstream release sites immediately so that there is no need to use aerators.

D. Measurement and Payment

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

The quantity to be measured for payment under this section shall be the total number of hours necessary for completion of Vector, Pest and Wildlife Control.

The contract price per unit for Vector, Pest and Wildlife Control shall be indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.405-A. The unit price bid shall include the costs for all labor, materials, equipment and incidental expenses necessary or required to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

7.407 JUTE MESHA. Description of Work

Under this item, the Contractor shall furnish and place jute mesh for steep slope protection within areas designated on the plans or where directed by the Engineer.

B. Material

JUTE MESH SPECIFICATION

| <u>Property</u> | <u>Test Method</u> | <u>Typical Value</u> | <u>Units</u> |
|---------------------|----------------------------|---------------------------------------|--------------|
| Yard Fiber | - | Woven jute,
undyed &
unbleached | |
| Yarn Count – Warp | - | 78 per width
min | |
| Weft | - | 42 per linear
yard, min | |
| Color | - | Natural
(Brown, Earth
Tone) | |
| Fabric Width | - | 48" | Inches |
| Fabric Weight | - | 14 | oz/sq. yd. |
| Strands per Warp | ASTM D-3775 | 19.5 | |
| per Weft | ASTM D-3775 | 14 | |
| Mass per Unit Area | ASTM D-3776 | 14.7 | oz/sq. yd. |
| | Warp | | |
| Grab Tensile – Dry | ASTM D-4632 | 300 | lbs/ft |
| | (modified) Fill | 175 | lbs/ft |
| Grab Tensile – Wet | ASTM D-4632 | 125 | lbs/ft |
| | Warp | | |
| | (modified) Fill | 65 | lbs/ft |
| Elongation at Break | ASTM D-4632 | 10 | % |
| | Warp | | |
| | (modified) Fill | 10 | % |
| Open Area | C.O.E. CW
002215 | 60-65 | % |
| Durability | Field Experience | 2-Jan | % |
| Water Velocity | University
Channel Test | 8 | ft/sec |

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

| | | | |
|-----------------------------|----------------------------|--------|-------------|
| Unit Shear Test | University
Channel Test | 2.76 | lbs/sq. ft. |
| "C" Factor
(1.5:1 Slope) | - | 0.3 | - |
| Mannings N | University
Channel Test | 0.0237 | - |

Wire Staples shall consist of 12-inch lengths of No. 11 gauge wire bent to form a "U" or other wire staples as approved.

Wood Pegs shall be wedge-shaped, approximately 1" x 2" x 6".

Smolder Resistance: The jute mesh shall be treated so as to be smolder resistant, meeting the following conditions:

The cloth shall be made resistant to smoldering and/or after-glow by treatment with non-leaching and non-toxic chemicals. The chemicals must be non-toxic to vegetation and the germination of seed. The chemicals used for this purpose must resist leaching based on the equivalent of two inches of rain. The cloth itself shall bear some identification mark to differentiate it from untreated jute cloth.

Test Method: When a lighted cigarette is placed on the upper or treated-surface of the cloth, neither flame nor after-glow will proceed in any direction more than 12" from the original position of the cigarette after it has burned out completely.

C. Method

Jute mesh shall be placed on topsoil perpendicular to slope contours where directed by the Engineer. Jute mesh shall be laid without stretching so that it lies loosely on the soil and in contact with the soil at all points and shall be pressed firmly into the soil surface by rolling or tamping. If seeding is required, it shall be done prior to the installation of the jute mesh.

The upper end of each roll of jute mesh shall be turned and buried to a depth of six (6) inches, with the soil firmly tamped against it. Jute mesh shall have a minimum lap of six (6) inches on all sides. Ends of rolls shall also have a minimum lap of six (6) inches with the upgrade section on top.

Check slots shall be constructed at intervals of 50 feet, unless otherwise directed by placing a fold of jute six (6) inches vertically into the ground with replaced soil tamped firmly against it.

Jute mesh shall be held tightly to the soil by staples or wood pegs driven firmly into the ground. Staples or wood pegs shall be spaced not more

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

than three (3) feet apart, along the sides and center of the jute mesh and not more than one (1) foot apart at roll ends, check slots and at other critical areas as determined by the Engineer.

D. Maintenance

The Contractor shall maintain the areas of jute mesh installation until final acceptance of the contract. Maintenance shall consist of providing protection for jute mesh and repair of areas damaged by equipment, erosion, fire, or other causes, as well as re-establishment of the grade and conditions of the area as specified.

E. Measurement and Payment

The quantity to be measured for payment under this Section shall be the number of square feet of surface area on which jute mesh has been installed in accordance with the plans and specifications and directions of the Engineer.

The Contract price per square feet of Jute Mesh shall be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.407. The bid price shall include the costs for all labor, material, equipment and incidental in accordance with the plans and specifications to the satisfaction of the Engineer.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

7.408B HERBICIDE APPLICATIONA. Description of Work

Under this item, the Contractor shall apply herbicide to persistent weeds and weedy growth in accordance with the plans and specifications and as directed by the Engineer.

B. Quality Assurance

The Herbicide Applicator must possess a valid NYSDEC Type 5A - Aquatic Vegetation Pesticide Applicator Certification License.

C. Materials and Construction Methods

The work will eradicate invasive, non-native plants in upland and wetland areas using Glyphosate for eradication of all plants except Oriental Bittersweet, which will be treated with Garlon 4. All chemicals to be applied using backpack and hand held sprayers and individual stem wipe applications. Herbicides application to open water/marshlands is prohibited.

In Wetlands, the Contractor shall spray Rodeo Herbicide or approved equal onto specified weedy growth only, as directed by the Engineer, between May and September.

The Applicator shall spray to wet--not to the point of runoff. Care must be taken to properly calibrate the tank nozzle so as to direct herbicide spray only onto the undesirable plants and obtain complete coverage of leaves and stems. Avoid spray drift onto desirable plants and minimize spray contact with soil. It is recommended to spray when plants are not under water stress. Only flat pan nozzles shall be used when using a spray applicator.

In areas where invasive plants are tightly intermixed with native plants, the applicator shall use the individual wipe or injection method to prevent the accidental treatment of desirable plant material. Marking dyes shall be added to the herbicide at the request of the engineer to prevent the accidental treatment of desirable plant material.

Apply on a warm sunny day (75 degrees to 90 degrees preferred). Do not spray if wind speed exceeds 5 mph or if weather conditions would decrease the effectiveness of the herbicide or increase the intended target area. Do not apply or allow herbicide spray into surrounding waterbodies. Do not exceed the rates indicated on product labels.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

A non-ionic surfactant that is labeled for use with herbicides shall be added to the herbicide to help penetrate targeted plants for increased control. Surfactant must contain 50% or more active ingredient.

When using water from on-site hydrants, remove all suspended particles that may reduce the effectiveness of the herbicide prior to adding the water to the mixing tank.

All treated areas shall be temporarily posted with signs indicating that the area has been treated with herbicide. Signs shall be clearly posted in areas where the public may come into contact with the plant material.

The Contractor shall return to the site after ten (10) days and remove any dead vegetation that may interfere with planting of new material. If a second application is deemed necessary, a minimum of 10 days is required before installing any new plant material. Planting may proceed when the site is deemed acceptable to the Engineer.

The plant species to be eradicated primarily include, but shall not be limited to the following, and shall include additional species at the direction of the engineer:

Japanese Knotweed (*Polygonum cuspidatum*)
Mutiflora Rose (*Rosa mutiflora*)
Purple Loosestrife (*Lythrum salicaria*)
Oriental Bittersweet (*Celastrus orbiculatus*)
Black Locust (*Robinia psuedoacacia*)
Japanese Honeysuckle (*Lonicera japonica*)
Common Reed (*Phragmites australis*)
Mile-A-Minute Vine (*Polygonum perfoliatum*)
Mugwort (*Artemisia vulgaris*)
Common Ragweed (*Ambrosia artemisifolia*)
Giant Ragweed (*Ambrosia trifida*)
English Ivy (*Hedera helix*)
Japanese Stiltgrass (*Microstegium vimineum*)
Porcelain Berry (*Ampelopsis brevipedunculata*)
Burning Bush (*Euonymus alatus*)
Russian Olive (*Elaeagnus angustifolia*)
Giant Hogweed (*Heracleum mantegazzianum*)
Tree of Heaven (*Ailanthus altissima*)
White Mulberry (*Morus alba*)

D. Measurement and Payment

The quantity to be measured for payment under this section shall be the total number of crewdays (shifts) necessary for completion of Herbicide

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

Application. A crewday (shift) is defined as one period from 8AM - 4PM, including lunch and breaks. The crew shall consist of two workers.

The contract price per unit for Herbicide Application shall be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.408-B. The unit price bid shall include the costs for all labor, materials, equipment and incidental expenses necessary or required to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

7.414 BMP AS-BUILT PLANSA. Description of Work

Under this item the Contractor is to provide all labor, materials, tools and equipment necessary to complete the work described below in complete accordance with the Contract Documents and the direction of the Engineer.

B. BMP As-Built Plans and Information

The Contractor shall be responsible for providing a survey of final topographical features with contour lines every one (1) foot of elevation at a scale of 1" = 20'. The survey shall include all adjoining property lines. The survey shall indicate and clearly label all new reconstructed/rehabilitated structural features which include but are not limited to the following:

- Tipping elevation of water at weir structure;
- Inlet and outlet elevation of low flow pipe;
- Inlet and outlet elevations of drain pipe;
- Permanent pool elevation;
- Bottom elevations of forebay, low flow channel and micropool;
- All pipes, headwalls, manholes, weirs, and any other structure that is part of the storm drainage system;
- Boundary fencing and survey monuments;
- Planting spreadsheet indicating zone elevation, species, and quantity planted;
- Location, size and species of all existing trees greater than six (6") caliper.

The Contractor shall submit the as-built plans with the above information included as an electronic file to the Restoration Specialist. The Contractor shall supply the surveys immediately after the completion of each BMP site to allow the Restoration Specialist time to complete the landscape survey. The Restoration Specialist shall verify the contractor's information and include his/her information along with any additional planting and natural features information on a separate sheet to the as-built plans. Paper prints of the completed as-built plans shall be provided by the Contractor to the DEP representative, its agent or the Engineer for review.

The approved final as-built plans shall be stamped by the professional surveyor and sent as a mylar set to the NYC Department of Design and Construction for inclusion in the final complete set of project as-built plans. The final as-built BMP plans shall consist of the following three sheets per site; 1) a base map stamped by the surveyor with property lines,

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

contours, structures, and invert elevations, 2) a tree and shrub plan, and 3) a herbaceous planting plan. The NYCDDC shall be responsible for routing three (3) complete sets of as-built plans to the following locations:

NYCDEP Mapping and Records Division
59-17 Junction Boulevard
Flushing, NY 11373-5108

NYCDEP Water and Sewer Permitting
10 Richmond Terrace
Staten Island, NY 10301

NYCDEP Staten Island Bluebelt
182 Joline Avenue
Staten Island, NY 10307

The Contractor shall also submit as an electronic file, AutoCAD 2008 and six sets of paper prints of the approved final (BMP only) as-built plans to the NYCDEP Bluebelt field office located at 182 Joline Avenue, Staten Island, NY 10307, and 3 sets of paper prints to the NYCDEP Staten Island Bluebelt main office located at 59-17 Junction Boulevard, 12th Floor, High Rise, Flushing, NY 11373-5108.

C. No Separate Payment

No separate payment shall be made for this work of the specification. All costs shall be included in the various Contract Items of this Contract.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

7.415 VINE AND INVASIVE PLANT REMOVAL

A. Description of Work

Under this item, the Contractor shall remove all vines and invasive plants at Staten Island Bluebelt properties throughout the BMP project area and watershed and as directed by the Engineer

B. General Removal Methods

All vine and invasive plant material shall be removed by hand. The removal of these plant and materials shall be from existing trees, fence lines, utility poles and lines, adjacent structures, BMP sites, and other areas within the watershed. All vines and invasive plant material removed shall be disposed of by the Contractor at the Contractor's own expense.

The Contractor shall carefully protect all trees, shrubs and other plant material and structures during the vine and invasive plant removal operation. Any repair to damaged trees, fence, shrubs, and other plants and structures resulting from the vine and invasive plant removal operation will be repaired by the Contract at the Contractor's own expense.

The removal of vines and invasive plants under this item is to be done in conjunction with the work covered under Specification Section 7.408B, Herbicide Application.

The vines and invasive plants to be removed will be identified by the Engineer and restoration specialist and clearly marked prior to removal. No trees are to be removed under this item.

The plant species to be eradicated primarily include, but shall not be limited to the following, and shall include additional species at the direction of the engineer:

Japanese Knotweed (*Polygonum cuspidatum*)
Mutiflora Rose (*Rosa mutiflora*)
Purple Loosestrife (*Lythrum salicaria*)
Oriental Bittersweet (*Celastrus orbiculatus*)
Black Locust (*Robinia psuedoacacia*)
Japanese Honeysuckle (*Lonicera japonica*)
Common Reed (*Phragmites australis*)
Mile-A-Minute Vine (*Polygonum perfoliatum*)
Mugwort (*Artemisia vulgaris*)
Common Ragweed (*Ambrosia artemisifolia*)
Giant Ragweed (*Ambrosia trifida*)

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

English Ivy (*Hedera helix*)
Japanese Stiltgrass (*Microstegium vimineum*)
Porcelain Berry (*Ampelopsis brevipedunculata*)
Burning Bush (*Euonymus alatus*)
Russian Olive (*Elaeagnus angustifolia*)
Giant Hogweed (*Heracleum mantegazzianum*)
Tree of Heaven (*Ailanthus altissima*)
White Mulberry (*Morus alba*)
Norway Maple (*Acer platanoides*)

C. Measurement and Payment

The quantity to be measured for payment under this section shall be the total number of crewday (shifts) necessary for completion of Vines and Invasive Plant Removal. A crewday (shift) is defined as one period from 8AM – 4PM, including lunch and breaks. The crew shall consist of three gardeners and one supervisor. The crew shall also consist of the following equipment:

One (1) truck (10-15 cubic yard enclosed hydraulic dump body)
Manual Pole Saw (2)
Full Size Lopping shears
Tool Kit including files for minor mechanical repairs
Dirt Shovel
Sweep Type Broom Rake
Hand Saw
First Aid Kit
Ear and Eye Protectors
Hand Saw with Scabbard (2)
Axe
Broom
Hard Hats
Safety cones
Red Flags
Danger Signs

The contract price per unit for Invasive Vine and Plant Removal shall be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.415. The unit price bid shall include the costs for all labor, materials, equipment, vehicles and incidental expenses necessary or required to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

7.500

SOIL EROSION AND SEDIMENTATION CONTROL MEASURES

Under soil erosion and sedimentation control work, the Contractor shall provide all labor, materials, tools and equipment necessary to complete the execution of the work in complete accordance with the Specifications and all Contract Drawings. All Soil Erosion and Sedimentation Control work shall be done in conformance with and subject to the renewed State Pollutant Discharge Elimination System (SPDES) General Permits for Discharges Stormwater from Construction Activity, GP-0-08-001, the latest edition of the "New York Guidelines for Urban Erosion and Sediment Control" published by the Empire State Chapter of the Soil and Water Conservation Society, and the New York State Department of Transportation Standard Specification Part 107-12 -Soil, Erosion and Air Pollution Statement, including, but not limited to, the following methods of erosion and sedimentation control.

1. Slopes left exposed will, within 30 working days of completion of any phase of grading, be planted or otherwise provided with ground cover device, or structures sufficient to restrain erosion.
2. A ground cover sufficient to restrain erosion must be planted or otherwise provided within 15 working days on that portion of the tract (disturbed area) upon which further active construction is not being undertaken.

The Contractor shall submit for approval by the Engineer, NYCDEP and NYSDEC, a written Erosion and Sedimentation Control Plan, prepared by a Certified Professional in Erosion and Sediment Control (CPESC), who is a Professional Engineer (P.E.) or under the supervision of a P.E. The Erosion and Sediment Control Plan must be signed and sealed by that CPESC and/or the supervising P.E. The Plan shall comply with all conditions of the applicable freshwater wetland permit issued by NYSDEC.

The Erosion and Sedimentation Control Plan shall conform to the guidelines as set forth in the latest edition of the "New York Guidelines for Urban Erosion and Sediment Control" published by the Empire State Chapter of the Soil and Water Conservation Society and he/she shall implement the followings:

- No stockpiling of excavated material would be allowed in a manner or location that would permit erosion and its subsequent sedimentation in wetlands or other natural areas.
- No storage of soil shall be permitted within the Contract limits. Soil is deemed to be for this requirement any sediment including

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

material such as topsoil fill, sand, any excavated material, boulders, stones, cold patch, etc.

- Storm sewers will be installed in a sequence and manner that reduces the time during which the tops of excavated areas would be exposed and vulnerable to erosion.
- At the end of each day's work, the street where sewers are being installed will be cleaned and swept to reduce the amount of soil that could potentially impact downstream areas as sediment. The Contractor shall be required to have a street sweeper on the site.
- Use truck tracking pads at the construction access locations to remove sediment from the tires of the trucks and other construction equipment prior to driving on the adjacent streets.
- Utilize sediment basins, sediment traps and/or sediment filters in the erosion control plan to capture sediment from run-off and from water produced by dewatering operations.
- Use portable sediment tanks to remove sediment from water generated by dewatering operations. All water from dewatering shall be treated before discharge into any surface water bodies, unless the turbidity of the effluent is less than three times the ambient level of the receiving water body as measured by the turbidity meter in standard units (i.e. NTU's).
- The Contractor shall supply all portable equipment.
- Use construction limiting fence, staked hay bales, and/or reinforced silt fence as shown on Contract Drawings, unless otherwise directed by the Engineer.
- Schedule work in wet areas, such as BMP sites, during relatively dry summer months.
- Employ water diversions to direct the stream away from the area being worked on, so as to create drier conditions for in-stream work.
- Use temporary pumping sump to control water level at site.
- Prior to the start of construction activities, such as sewer installation, inspect all erosion control measures and continually monitor them, especially after each storm event.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

- If Permittee uses dewatering methods which produce effluent discharges, Permittee shall monitor each discharge effluent and receiving water body. Discharges shall not cause substantial visible contrast to the natural condition in any receiving water body. A meter which records turbidity in standard units (i.e. NTUs) shall be utilized to establish ambient conditions in each water prior to discharge. If any monitored turbidity level exceeds three times the ambient level of the receiving water body, the Permittee shall insure (e.g., by reducing the flow rate or otherwise adjusting the dewatering system) that no substantial visible contrast to the natural condition in the receiving water body occurs. The action(s) taken, or the decision not to take any action, shall be recorded in the monitors log.

The Contractor shall not receive any payment for the preparation of the Erosion and Sedimentation Control Plan. Installation of the Erosion and Sedimentation features and maintenance of them will result in payment for their respective items as described in Section 7.501 through 7.510. The work shall take place at BMP sites only and is not payment for street work or the installation of sewers.

The work shall include items of work specified under the following sections:

| <u>Section Number</u> | <u>Title</u> |
|-----------------------|----------------------------------|
| 7.502 | Construction Limit Fence |
| 7.505 | Sand Bags |
| 7.506 | Sediment Trap with Filter |
| 7.509A | Stabilized Construction Entrance |
| 7.510 | Portable Sediment Tank |
| 7.512 | Dirtbag |

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

7.502 CONSTRUCTION LIMIT FENCEA. Description of Work

The Contractor shall furnish all materials, labor, and equipment necessary to install the construction limit fence specified herein and as shown on the Contract Drawings, including all incidental and appurtenant work required for a complete job. The construction limit fence is used to mark the limit of the construction activity and to protect the adjacent areas.

Upon furnishing and installing the above sedimentation and erosion control device but prior to commencing any other work on-site, the Contractor shall notify DEP and arrange for an on-site inspection.

The construction limit fence shall be maintained in good condition and repaired as necessary by the Contractor during the construction and post-construction/site stabilization phases as directed by the Engineer.

B. Materials and Methods

Construction Limit Fence: The construction limit fence shall be a welded wire fence with a minimum height of four (4) feet. The fence shall be constructed of wire fabric fastened to vertical line posts.

Wire fabric shall be of No. 6 gauge wire with a mesh of approximately 2 inches. The upper edge of the fabric shall be twisted and barbed. The fabric shall be securely fastened to vertical line posts by means of ties and spaced not more than 12 inches apart on rails and not more than 14 inches apart on line posts.

The construction limit fence shall be located where indicated on the Contract Drawings. The fence shall be adjusted to avoid interference with trees and to maintain access to houses.

Line posts shall be spaced not more than 6 feet on centers. Posts shall be securely set in the ground. Line posts shall extend at least 2 feet below finished grade. Post locations shall be adjusted to avoid tree roots as appropriate.

C. Maintenance

The construction limit fences shall be inspected periodically (at least once per week), or as directed by the Engineer. Any required repairs shall be made immediately.

D. Measurement and Payment

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

The quantity to be measured for payment under this Section shall be the total number of linear feet of construction limit fence furnished, installed and maintained in accordance with the Plans and Specifications and the directions of the Engineer.

The contract price per linear foot for Construction Limit Fence shall be as indicated on the BID SCHEDULE OF PRICES, Item No. BMP-7.502. The unit price per linear foot shall include all labor, materials, equipment and work incidental expenses necessary or required to complete the work in accordance with the plans and specifications and to the satisfaction of the Engineer.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

7.505

SAND BAGSA. Description of Work

The Contractor shall furnish all materials, labor, and equipment necessary to construct the sand bag wall specified herein and as shown on the Contract Drawings, including all incidental and appurtenant work required for a complete job.

The installation of the sand bag wall shall be maintained in good condition and repaired as necessary by the Contractor during the construction and post-construction/site stabilization phases as directed by Engineer.

B. Materials and Methods

1. The bags shall be of coarse heavy woven synthetic non-biodegradable and non-photo degradable.
2. Sand shall meet ASTM C33 concrete and specifications.
3. Sand bags shall be installed at the locations shown on the Contract Drawings and as directed by the Engineer.
4. Each bag shall be filled with 40 lbs of dry clean sand.

C. Measurement and Payment

The quantity to be measured for payment under this Section shall be the total number of sand bags furnished and installed in accordance with the Contract Drawings, specifications and directed by the Engineer.

The contract price per sand bag shall be as indicated on the BID SCHEDULE OF PRICES, Item No. BMP-7.505. The bid price shall constitute full compensation for all labor, materials, equipment and incidental expenses necessary to complete and maintain the work in accordance with the plans and specifications to the satisfaction of the Engineer.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

7.506 SEDIMENT TRAP WITH FILTER

A. Description of Work

The Contractor shall furnish all materials, labor, and equipment necessary to construct the Sediment Trap specified herein and as shown on the Contract Drawings, including all incidental and appurtenant work required for a complete job. A Sediment Trap is typically intended to serve a drainage area of three acres or less. Therefore, it is not as large as a sediment basin.

Upon furnishing and installing the approved sediment trap but prior to commencing dewatering operations, the Contractor shall notify the Engineer and arrange for an on-site inspection.

The sediment trap shall be maintained in good condition and repaired as necessary by the Contractor during the construction and post-construction/site stabilization phases as directed by the Engineer.

B. Materials

1. Rip-Rap: The rip-rap shall have a d50 of 6".
2. Staked Hay Bales. All Hay Bales shall be of straw and shall be standard sized bales as shown in the Contract Drawings. All bales shall be fiber-bound. No string-bound hay bales are acceptable.
3. Perforated Corrugated Pipe. A six inch diameter pipe shall be used as shown on the Contract Drawing.
4. Sand bags. The bags shall be of coarse heavy woven fabric (burlap). The sand shall meet ASTM C33 concrete specifications.
5. Filter Cloth. The filter cloth used for wrapping the corrugated pipe, shall be Encadrain 9120 or equivalent with the following specifications:

| <u>Property</u> | <u>Test Method</u> | <u>Unit</u> | |
|-----------------|--------------------|-------------------|-----------|
| Material | Non-woven | geotextile fabric | |
| Unit Weight | ASTM D1777 | oz./sq. yd | 4.3 (min) |
| Flow Rate | Falling Head Test | gpm/sq.ft | 120 (min) |
| Puncture | ASTM D751 | lbs. | 60 (min) |
| Thickness | | in. | 0.8 (min) |

6. Reinforced Silt Fence as described in Specification Section 7.504.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

C. Construction Method

1. The area under excavation shall be cleared, grubbed and stripped of any vegetation and root mat. The pool area shall be cleared.
2. Place the filter cloth in the bottom of the pool.
3. Place the rip- rap over the cloth as shown on the Contract Drawings.
4. Place the hay bales and sand bags in a single row, with ends of adjacent bales and bags tightly abutting one another. Refer to the Contract Drawings.
5. Wrap the perforated, corrugated pipe with the filter cloth and place it where is shown on the Contract Drawings.
6. The structure shall be inspected after each rain and repaired as needed.

D. Measurement and Payment

The quantity to be paid for under this item shall be the number of sediment traps with filters placed in accordance with the plans and specifications to the satisfaction of the Engineer, measured in number of above items at the site of the work. The sand bags, reinforced silt fence hay bales, filter cloth, pipe and rip-rap and sediment filter which together make up the Sediment Trap shall be measured as one erosion and sediment control feature.

The contract price per unit for sediment traps with filters shall be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.506A. The bid price shall be a unit price per sediment trap and shall include the cost of all labor, materials and equipment necessary to furnish, place and incorporate and all other work incidental thereto, in accordance with the plans and specifications to the satisfaction of the Engineer.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

7.509A STABILIZED CONSTRUCTION ENTRANCE

A. Description of Work

The Contractor shall furnish all materials, labor, and equipment necessary to construct the stabilized construction entrance specified herein and within the limits as shown on the Contract Drawings, including all incidental and appurtenant work required for a complete job.

Upon furnishing and installing the stabilized construction entrance but prior to commencing any other work on-site, the Contractor shall notify the Engineer and arrange for an on-site inspection.

The entrance shall be maintained in good condition and repaired as necessary by the Contractor during the construction phases as directed by the Engineer.

B. Materials and Methods

1. The entrance areas shall be cleared and stripped of all vegetation, roots and other objectionable material prior to installation of the access way as specified.
2. Provide surface drainage and divert excess runoff to stabilized areas as required and as directed by the Engineer.
3. Traprock - use 1-1/4" traprock concrete equivalent.
4. Thickness - not less than six (6) inches for traprock.
5. Width shall be twelve (12) foot minimum.
6. Filter cloth shall be placed over the entire area prior to placing of stone. Filter cloth shall be as specified below.

Filter cloth underliner shall be suitable for heavy duty construction traffic and have the following minimum properties:

| | |
|-------------------------|----------|
| Grab tensile strength | 220 lbs. |
| Elongation at failure | 220% |
| Mullen Burst Strength | 430% |
| Puncture Strength | 125 lbs. |
| Equivalent opening size | 40-80 mm |

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

Filter cloth shall be Trevira Spunbound 1135, Mirafi 600x, or approved equal.

7. Surface water - All surface water flowing or diverted toward construction entrances shall be piped across the entrance. If piping is impractical, a mountable berm with 5:1 slopes will be permitted.
8. Maintenance - the entrance shall be maintained in a condition which will prevent tracking or flowing of sediment onto public rights-of-way. All sediment spilled, dropped, washed or tracked onto public rights-of-way must be removed immediately.
9. When washing is required, it shall be done on an area stabilized with stone and which drains into an approved sediment trapping device.
10. Periodic inspection and needed maintenance shall be provided after each rain.
11. After completion of the project, the stabilized construction entrance shall be removed and regraded to its original condition. Prior to grading and planting, the area shall be tilled to lessen the compaction of the soils.

C.

Maintenance

1. Maintenance of the stabilized construction entrance will include periodic inspection of the surface condition. Top dress with new gravel as needed. Any areas producing sediment should be treated immediately.
2. After completion of the project, the stabilized construction entrance shall be removed and the areas regraded to their original elevations. Prior to seeding and planting, the areas shall be tilled to lessen the compaction of the soils.
3. For those stabilized construction entrances that are in the beds of accessways, the traprock can stay in place for use in accessways. (See specification for accessways.)

D.

No Separate Payment

No separate payment will be made for the work of furnishing the material, labor and equipment necessary to construct the stabilized construction entrance in accordance with the plans and specifications and the direction of the Engineer. Separate payment will however be made for all trees

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

removed during the construction of the stabilized construction entrance. Payment for tree removal shall be in accordance with the Detailed Specifications for Tree Removal and Disposal.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

7.510 PORTABLE SEDIMENT TANKA. Description of Work

The Contractor shall furnish all materials, labor and equipment necessary to install the portable sediment tank specified herein and as shown on the Contract Drawings. A sediment tank is a compartmented tank container through which sediment laden water is pumped to trap and retain the sediment.

The purpose of the portable sediment tank is to trap and retain sediment prior to discharging the water to wetlands, adjoining properties and rights-of-way below the sediment tank site. The sediment tank shall be located for ease of cleanout and disposal of the trapped sediment and to minimize the interference with construction activities and pedestrian traffic. The temporary relocation of the tank(s) during clean-out shall be included in the cost of this item. Relocating the tank(s) from one work area to another before, during and after construction shall be included in the cost of this item.

B. Design Criteria

The following formula should be used in determining the storage volume of the sediment tank: pump discharge (gpm) x 16 = cubic foot storage.

Certified pump curves are to be provided to ensure that the pump provided can meet the hydraulic requirements.

C. Tank Specifications

The Contractor shall use steel containers with baffles to provide that the volume requirements necessary.

D. Maintenance

The Contractor shall be responsible to clean out the sediment tank when one third (1/3) is filled with silt. All sediment collected in the tank shall be disposed of off-site.

E. Measurement and Payment

The quantity to be paid for under this item shall be the number of portable sediment tanks placed in accordance with the plans and specifications to the satisfaction of the Engineer, measured in number of above items at the site of the work.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

The Contract price per unit for portable sediment tanks shall be as indicated on the BID SCHEDULE OF PRICES, Item No. BMP-7.510. The bid price shall be a unit price per portable sediment tank and shall include the cost of all labor, materials and equipment necessary to furnish, place and incorporate and all other work incidental thereto, in accordance with the plans and specifications to the satisfaction of the Engineer.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

7.512 DIRTBAG

A. Description of Work

The Contractor shall furnish all materials, labor and equipment necessary to install the Dirtbags specified herein and as shown on the Contract Drawings.

Dirtbag is a fabric bag through which sediment laden water is pumped to trap and retain sediment. The Dirtbag is available from Erosion Control Technologies, Inc., 10 Country Line Rd., Unit 10 Branchburg, NJ 08876, 1-800-437-6746 or from ACF Environmental 1801-A Willis Rd. Richmond, VA 23237 1-800-644-9223. The purpose of the Dirtbag is to prevent the silting of wetlands by trapping and retaining sediment prior to pumping the water to drainage ways, surrounding properties, and storm sewers.

B. Location

The Dirtbag shall be added to the portable sediment tank at the tanks discharge point. The Dirtbag can either be placed within the sediment trap or sediment basin near the inlet so that effluent from the bag flows into the trap or basin. This will serve to reduce the amount of sediment that enters the trap/basin, and provide for effective collection and disposal of sediment.

C. Specifications

| <u>Properties</u> | <u>Test Method</u> | <u>Units</u> | <u>Woven 2016</u> | <u>Nonwoven</u> | | |
|-------------------|--------------------|-------------------------|-------------------|-----------------|-------------|-------------|
| | | | | <u>4551</u> | <u>4553</u> | <u>4555</u> |
| Weight | ASTM D-3776 | oz./yd | 8 | 6 | 8 | 10 |
| Grab Tensile | ASTM D-4632 | lbs. | 300 | 150 | 200 | 270 |
| Puncture | ASTM D-4833 | lbs. | 120 | 90 | 130 | 150 |
| FlowRate | ASTM D-4491 | Gal/Min/ft ² | 40 | 130 | 80 | 70 |
| Permitivity | ASTM D-4991 | sec ⁻¹ | 0.55 | 1.9 | 1.5 | 1.3 |
| UV Resistance | ASTM D-4355 | % | 80 | 70 | 70 | 80 |

D. Methods/Maintenance/Disposal

The flow pumped to the dirtbag should not exceed a rate of 800 gallons per minute, or as directed by the engineer.

Dirtbags shall be replaced when they observed to be half full or as directed by the engineer.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

The Contractor shall be responsible for the disposal of the Dirtbag off-site.

E. Measurement and Payment

The quantity to be paid for under this time shall be the number of Dirtbags placed in accordance with the Plans and Specifications to the satisfaction of the Engineer, measured in number of above items at the site of the work.

The Contract price per each Dirtbag shall be as indicated on the BID SCHEDULE OF PRICES, Item No. BMP-7.512. The bid price shall be a unit price per Dirtbag and shall include the cost of all labor, materials and equipment necessary to furnish, place and incorporate and all other work incidental thereto, in accordance with the Plans and Specifications to the satisfaction of the Engineer.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

PERIMETER SITE SECURITY/ACCESS CONTROL MEASURES

7.600

WORK INCLUDED

Under Perimeter Site Security and Access Control Measures, the Contractor shall provide all labor, material, tools and equipment necessary to complete the execution of the work in complete accordance with the Specifications and all Contract Drawings. The work shall include items of work specified under the following sections.

| <u>Section Number</u> | <u>Title</u> |
|-----------------------|---|
| 7.602 | Boulder Provision and Placement |
| 7.603 | Fixed and Removable Steel Pipe Bollards |
| 7.605 | Sign Installation on Steel Rail Posts |
| 7.606 | Permanent Access Way |
| 7.608 | Survey Bollards and Survey Monuments |
| 7.618 | Surveying Services for Location of
Boundary Points |
| 7.622 | Forebay Micropool Sediment Clean-out
Indicator |

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

7.602

BOULDER PROVISION AND PLACEMENTA. Description of Work

Under this item, the Contractor shall furnish all material, labor and equipment necessary to place boulders throughout the contract area in accordance with the contract drawings and specifications as directed by the Engineer. In addition, the contractor will also furnish and deliver boulders as directed by the Engineer.

B. Materials and Construction Methods

Boulders are stones with a diameter between 36" to 42" or 42" to 48" or as shown in the Contract Drawings.

Unless otherwise directed, the Contractor shall excavate a depression as directed by the Engineer prior to setting each boulder in place, in order to achieve a more natural appearance.

The Contractor shall carefully protect all trees, shrubs and other growth to remain and shall be liable for all damages to property caused by boulder placement operations. All trees, plants and other property damaged by boulder placement operations shall be replaced or restored to their original condition to the satisfaction of the Engineer at no additional cost to the City.

1. Perimeter Boulder Placement: Boulders shall be placed along portions of the site perimeter to secure accessible segments. Boulders shall be set roughly parallel to the edge of road. Boulder locations shall be worked into and around existing plantings and natural features; any conflicts shall be brought to the attention of the Engineer prior to boulder placement. All boulder locations shall be marked out and shall be approved by the Engineer prior to placement.
2. Clump/Gap Design: Boulders shall be laid out roughly parallel to the edge of road, between two (2) feet and six (6) feet from road edge. Boulders shall be set in groups or "clumps" where vehicular accessibility into site exists as directed by the Engineer. Stone quantities per clump shall range between three (3) and eight (8). The groupings shall be connected by boulders placed in a single row between the clumps, hence forming "gaps". Existing natural features and vegetation located along the site perimeter shall also be incorporated as gaps. Spaces between boulders or between incorporated trees and boulders shall not exceed four (4) feet.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

3. Single Row Design: Boulders shall be laid out roughly parallel to the edge of road, between two (2) feet and four (4) feet from road edge. Boulders shall be set in a single row. Spaces between boulders or between incorporated trees and boulders shall not exceed four (4) feet.
4. Stream Placement: Boulders are to be sporadically placed in and along the streams according to the drawing and as per the Engineer.
5. Cascade Perimeter: Boulders are placed in a row along the perimeter of the granite cascades as set and spaced according to the drawings and as per the Engineer.

Boulders shall be set in locations where they will achieve the intended design function, and shall be placed so as to harmonize with existing natural features and appear naturally set. All boulder locations shall be approved by the Engineer prior to placement.

C. Delivery

The Contractor shall furnish and deliver unused boulders to the following address:

DEP Staten Island Bluebelt
182 Joline Avenue
Staten Island, NY 10307
718-984-0489
718-984-4430 (fax)

D. Measurement and Payment

The quantity to be paid for under this item shall be the number of approved boulders placed and incorporated in the completed work in accordance with the plans and specifications to the satisfaction of the Engineer.

The contract price per boulder furnished and installed shall be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.602. The bid price shall be a unit price per boulder and shall include the cost of all labor, materials and equipment necessary to furnish, place and incorporate and all other work incidental thereto, in accordance with the plans and specifications to the satisfaction of the Engineer.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

7.603 FIXED AND REMOVABLE STEEL PIPE BOLLARDS

A. Description of Work

Under this item, the Contractor shall furnish, erect and powder coat steel pipe bollard, fixed or removable in accordance with the plans, specifications and directions of the Engineer.

B. Materials

Steel pipe bollard shall be as manufactured by All City Play Equipment, Brooklyn, New York (718-258-9600); Boundary Fence, Jamaica, New York (718-847-3400) or approved equal.

All fittings and hardware shall be of the materials listed in the following schedule:

| | |
|-----------------------------------|------------------------------|
| <u>Post Caps:</u> | Malleable iron - 3/16" thick |
| <u>Drive Pins and Set Screws:</u> | Stainless steel |
| <u>Flange:</u> | Pressed steel |
| <u>"U" Bolts:</u> | Pressed steel, extra heavy |

Malleable iron castings shall be hot dipped galvanized in accordance with ASTM A153 and powder coated per this Specification.

Pressed steel fittings and appurtenances shall be powder coated and hot dipped galvanized in accordance with ASTM A123.

Posts: Posts shall be extra heavy galvanized steel pipe, 3.5" O.D. and shall conform to ASTM A120, Schedule 80 except that pipe shall be unthreaded and untested for water pressure.

Sleeves: Sleeves shall be standard weight galvanized steel pipe, 4" I.D. and shall conform to ASTM A120, Schedule 40 except pipe shall be unthreaded and untested for water pressure.

Padlocks: Four (4) padlocks shall be furnished for each removable bollard. The padlocks shall be American No. 5571 as manufactured by American Lock Company of Crete, Illinois (871-361-1040) or approved equal. All padlocks shall be keyed alike with two (2) inch width by three-quarter (3/4) inch thick brass body, maximum security, five (5) pin tumblers with hardened alloy steel chrome plated shackle no less than three-eighths (3/8) inch diameter and two (2) inch clearance (elongated shackle). The locks shall be keyed for NYC Fire Department No. 1620 keys. The Contractor shall furnish two (2) keys for each padlock.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

C. Erection

The posts for fixed bollards shall be set in concrete footings as shown on the plans or as directed by the Engineer. Once erected, steel pipe of the fixed bollard shall be filled with average concrete. The sleeves for removable bollards shall be set in concrete footings as shown on the plans or as directed by the Engineer.

All posts and sleeves shall be set plumb and true to line and grade. Any post and sleeve not set true to line and grade shall be removed and replaced at the Contractor's expense. Bending posts to make them plumb will not be permitted.

D. Powder Coating

The galvanized steel pipe and fittings shall be powder coated with TGIC-Polyester.

Galvanizing shall provide an acceptable substrate for applied powder coatings. No lacquer, urethane or other coatings which would prevent proper adhesion of powder coating shall be applied to the pipe and fittings.

The powder coating shall be applied to the galvanized pipe and fittings in such a manner that the coating will not peel off. Insure surfaces to be coated are clean and dry and free of grease, dust, rust, etc. All coated parts shall first receive phosphating and chromating treatments to improve the adhesion of the surface coating. Color to be black unless otherwise indicated on the plans.

The TGIC-Polyester shall be applied at a film thickness of 3 to 4 mils by electrostatic spray process and bake finished per manufacturer's directions. The TGIC-Polyester shall be applied without voids, tears or cuts that reveal the substrate and shall thoroughly adhere to the metal without peeling when scratched with a pick device or knife blade point.

Laboratory Tests for TGIC-Polyester Powder Coat: At the discretion of the Engineer, a sample TGIC-Polyester powder coated bollard shall be laboratory tested for bonding of the powder coating to the metal. Test shall be the Cross Hatch test per ASTM D3359, Method B. Failure to satisfactorily pass this test shall be a basis for rejection.

Touch-up and Repair: For minor damage caused by installation or transportation, clean damaged area, then:

1. On damaged galvanized surfaces, apply organic zinc repair paint complying with ASTM A780, then repair powder coating per

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

number 2 below. Galvanizing repair paint shall have 65 percent zinc by weight. Thickness of repair paint shall be not less than that required by ASTM A123.

2. On damaged powder coated surfaces, touch-up finish in conformance with manufacturer's recommendations. Provide touch-up such that repair is not visible from a distance of six (6) feet.

E. Submissions

Shop Drawings: Before the work is started, the Contractor shall submit shop drawings for approval by the Engineer.

F. Measurement and Payment

The quantity of Steel Pipe Bollard - Fixed and Steel Pipe Bollard - Removable to be paid for under these items shall be the total number furnished and installed in accordance with the plans, specifications and directions of the Engineer.

The contract price for steel pipe bollard fixed and removable shall be as indicated on the BID SCHEDULE OF PRICES, Item No. BMP-7.603B. The bid price shall include the cost for all labor, material, equipment and incidental expenses necessary to complete the work, including excavation, average concrete and powder coating, all in accordance with the plans and specifications to the satisfaction of the Engineer.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

7.605 SIGN INSTALLATION ON STEEL RAIL POSTSA. Description of Work

Under this item, the Contractor shall provide all labor, materials, equipment, testing and incidentals required to furnish and install the temporary signs on construction limit fence, new rigid aluminum permanent Bluebelt Identification signs and Adopt-A-Bluebelt signs on steel rail sign posts, and furnish and deliver replacement Bluebelt Identification signs as required in this Contract and in accordance with the plans, specifications and directions of the Engineer.

B. Materials and Construction Methods

All steel rail sign posts shall be rolled from material meeting the standard specifications for Hot-Rolled Rail Steel Carbon Bars and shapes ASTM A499-64 or new billet steel ASTM A576-81. Welded or jointed sign posts will not be acceptable.

All posts shall be of a uniform, modified, flanged channel section such that the area of contact between the post and the sign is symmetrical with the vertical axis of both the sign and posts. The width of the flange face shall be 32", the width of the back face shall be 1-7/8" and the depth from face of flange to back shall be 1".

The minimum weight of each post before holes are punched shall be 3 pounds per foot of length.

The length of each steel sign post shall be 12'.

Each steel sign post shall be punched with 3/8" diameter holes along the centerline, spaced at 1" centers beginning 1" from the top of post for the entire length.

The finished posts shall be machine straightened and have a smooth, uniform finish free from cracks, flaws, injurious seams, blisters, ragged, sharp and imperfect edges or other defects affecting strength, durability, or appearance. 3/8" diameter bolt holes shall be accurately spaced vertically and centered horizontally so that the holes will register for back to back application. All holes and sheared ends shall be free from burrs.

All posts shall be painted with a weather resistant, rust inhibitive, high quality dark green enamel which shall produce a hard, mar resistant coating free from all paint cracks, blisters or other defects. Before painting, all posts shall be thoroughly cleaned of dirt, rust, loose scale, oil or grease. The minimum thickness of the dry film enamel shall be one

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

mil. It shall pass a standard 100 hour salt spray test (20% solution by spray or fog at 70 deg.). Painting shall be the final process after fabrication and punching are completed.

All steel sign posts furnished under this Contract shall be packed and delivered in such a manner that no injury or defacement may occur to the finished unit.

C. Steel Rail Installation

The area for concrete footing shall be excavated to the dimensions shown on the drawings. The footing shall be dug with a power auger, post hole digger or as directed by the Engineer.

The steel railing sign post shall be set and centered in the hole, to the elevation shown on the drawings which shall have been previously excavated. After the post has been set and properly supported to hold it true and plumb, the hole shall be filled with concrete. The concrete footing for the steel rail sign post shall be constructed from 3,000 psi strength concrete.

The Contractor shall take every precaution to safeguard against damage or injury to all existing utilities, structures, adjacent trees, shrubs and natural features to remain. Any damage or injury incurred shall be remedied by the Contractor at no cost to the City and to the satisfaction of the Engineer.

D. Signage Installation

Following installation of the steel rail sign posts, the Contractor shall install the rigid aluminum BMP Identification Signs on the steel rail sign posts with two (2), d" diameter Machine Bolts with nuts and washers in accordance with the plans and specifications and as directed by the Engineer.

Two (2) sets of replacement fasteners shall be supplied to the Bluebelt Field Office located at 182 Joline Avenue for each sign installed.

The Contractor shall remove any excess material, debris, litter, etc., used for or remaining from the installation work area.

E. Furnish Temporary (During Construction) Flexible Aluminum Signs, 0.020" Gauge Aluminum & Install on Construction Limit Fence

1. Description of Work

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

Under this item, signs furnished shall be new aluminum, not previously used as a sign, with white vinyl sheeting. The appropriate lettering and graphics shall be silk screened onto the vinyl sheeting.

The Contractor shall provide all labor, materials, equipment, testing and incidentals required to furnish new signs and install the temporary (during construction) flexible aluminum signs on the construction limit fence and/or reinforced silt fence, in accordance with the plans, specifications and directions of the Engineer. The Contractor will be responsible for maintaining the signs on the fencing for as long as the adjacent street is an active construction site. In order to do this, the Contractor will replace as necessary. For each sign installed, the Contractor will supply one replacement sign to the DEP Bluebelt office located at 182 Joline Avenue. All leftover signs after the project is over will also be delivered to 182 Joline Avenue.

2. Materials and Methods

Signs shall be made of flat, unpainted aluminum, Alloy 6063-T5, 0.020" thick. The sign dimensions shall be 14" x 8-1/2". Each sign shall be cut from one piece of aluminum, and shall be free of wind buckle, dents, twists. The face of each sign shall be substantially a plane surface. All edges and corners shall be filed or ground smooth, so that the sign shall be free from sharp edges and burrs. Welded or jointed signs will not be accepted. The Contractor shall install signs every fifty (50) feet on reinforced silt fence and on construction limit fence.

Signage shall be as manufactured by the Walter Sign Corporation, 36-35 36th Street, Long Island City, N.Y. 11106, Telephone: (718) 784-7777, or Sign Designers of New York, Inc., 33-26 Northern Boulevard, Long Island City, N.Y., Telephone: (718) 392-0779 or approved equal.

3. Cleaning Treatment:

Each sign shall be prepared by the manufacturer as follows:

- a. Initial cleaning of all blanks shall be by complete submersion in a three percent (3%) solution of an inhibited alkaline cleaner at 160 to 180 degrees Fahrenheit for three (3) minutes, followed by a rinse with clean, cold running water. Alternatively, a grease solvent such as Naptha or Trichlorethylene may be used, when the application is in

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

accordance with the directions of the manufacturer of the cleaner product.

- b. Secondary cleaning shall follow preliminary cleaning by immersion for one (1) minute in circulating hot water at 180 degrees Fahrenheit. Each sign shall then be dried by forced warm air. Alternatively, the clean sign blank may be prepared by the process conforming to military specifications MIL-C-5541, such as Alodine or approved equal. If a chemical conversion coating is employed, the coating shall be free of all powder residue.
- c. Following preliminary cleaning, the sign blanks shall be handled only by mechanical means or with gloved hands.
- d. All aluminum sheets shall be guaranteed to maintain flatness when exposed to 340 degrees for ten (10) minutes.

4. Vinyl Sheeting

Vinyl sheeting shall be either Type I, Class I, pressure sensitive adhesive or Type III, Class I, heat activated adhesive conforming to Military Specifications MIL-M-43719B.

Apply the vinyl sheeting to the treated sign in accordance with the manufacturer's specifications.

Durability of sheeting shall provide for a minimum of 10 years of useful life in the climatic conditions existing in New York under normal, vertical, exterior street sign exposure when applied in accordance with the manufacturer's recommendations.

5. Lettering:

The signs shall be inscribed by means of a silk screen process with the borders, lettering, and graphics as indicated on the Contract Drawings.

When vandal resistant inks, compatible with the vinyl sheeting, are available and are recommended by the sheeting manufacturer, these inks shall be used. Vandal resistant inks shall be applied in accordance with the manufacturer's specifications.

The colors shall be blue and green lettering and graphics on a white baked enamel background in accordance with the Contract

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

Drawings and to the satisfaction of the Engineer. Colors shall correspond as follows: Green PMS 355 and Blue PMS 287.

Lettering shall be the font styles and point sizes as represented on the Contract Drawings or approved substitute fonts and sizes.

6. Sign Layout

Layout of the sign shall be in accordance with the Contract Drawings and to the satisfaction of the Engineer.

7. Finish

The finished sign shall be clear coated, with a Finishing Clear, unless the manufacturer of the sheeting recommends that the sign not be coated. The Finishing Clear shall be compatible with the sheeting and applied in accordance with the specifications of the manufacturer of the vinyl sheeting. When clear coating is optional the sign shall be clear coated. When the manufacturer of the sheeting recommends a vandal resistant Finishing Clear or vandal overlay, the Finishing Clear or overlay shall be used and applied in accordance with the manufacturer's specifications. Vandal resistant inks will not be required when vandal resistant Finishing Clear or overlay is used.

The finished sign shall be uniform in color and tone, with sharply defined edges and borders and without blemishes on the sign background that will affect sign use.

The sign surface shall be readily refurbished by cleaning and clear overcoating in accordance with the manufacturer's recommendations.

8. Provision of Sign Mock-Up

The Contractor shall provide one full-size sign as a mock-up, to the Engineer for approval, prior to production of the required number of signs. The Contractor shall not begin sign production until the Engineer has given approval in writing. Any corrections required to make the mock-up in conformance with these specifications and Contract Drawings shall be done at the Contractor's expense.

9. Time of Performance

The temporary flexible aluminum sign will be installed on the snow fencing with hay bales before sewer construction proceeds in

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

the adjacent street or not later than fifteen (15) days after the date of the Notice to Proceed letter sent by the Engineer whichever is first.

10. Measurement and Payment

The quantity of 0.020" Gauge Aluminum Signs to be paid for under this item shall be the total number of signs fabricated and installed at the designated locations or delivered to DEP, in accordance with the plans, specifications and directions of the Engineer.

The contract price per 0.020" Temporary Sign shall be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.605-B. The unit price shall include the costs of all labor, materials, equipment and incidental expenses necessary or required to complete the work in accordance with the plans and specifications and to the satisfaction of the Engineer.

F. Furnish Permanent BMP NC-16 Identification and Adopt-A-Bluebelt Rigid Aluminum Signs, (0.080" Gauge Aluminum), Furnish Permanent BMP NC-16 Replacement Signs

1. Description of Work

Under this item, signs furnished shall be new aluminum, not previously used as a sign, with white vinyl sheeting. The appropriate lettering and graphics shall be silk screened onto the vinyl sheeting.

The Contractor shall provide all labor, materials, equipment, testing and incidentals required to furnish and store new BMP Identification signs and Adopt-A-Bluebelt signs in accordance with the plans, specifications and directions of the Engineer. The Contractor shall supply five replacement BMP Identification signs to the DEP Bluebelt Field Office, located at Mason Avenue and Olympia Boulevard. No Adopt-A-Bluebelt replacement signs shall be provided. Replacement signs shall be provided to at no additional cost to the City.

2. Materials and Construction Methods

Signs shall be made of flat, unpainted Aluminum, Alloy 6061-T6, 0.080" thick. The sign dimensions shall be 12" x 18". The corners of the sign shall be rounded so that all edges shall have 1" radius corners as per NYCDOT standard. Each sign shall be cut from one

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

piece of aluminum, and shall be free of wind buckle, dents, and twists. The face of each sign shall be substantially a plane surface. All edges and corners shall be filed or ground smooth, so that the sign shall be free from sharp edges and burrs. Welded or jointed signs will not be accepted. The sign blanks shall be cut and drilled in accordance with the Contract Drawings. Holes shall be drilled in the following manner: each rigid aluminum sign shall receive a d" diameter hole at the centerline of the sign 1" from the top and a d" diameter hole at the centerline of the sign 1" from the bottom of the sign. To permit interchangeability of signs on existing and new sign posts, the distance between drilled holes must be accurately maintained.

Signage shall be as manufactured by Sign Designers of New York, Inc., 33-26 Northern Boulevard, Long Island City, N.Y., Telephone: (718) 392-0779, or Walter Sign Corporation, 36-35 36th Street, Long Island City, N.Y. 11106, Telephone: (718) 784-7777, or approved equal.

3. Cleaning Treatment

Each sign shall be prepared by the manufacturer as follows:

- a. Initially, clean all blanks by complete submersion in a three percent (3%) solution of an inhibited alkaline cleaner at 160 to 180 degrees Fahrenheit for three (3) minutes, followed by a rinse with clean, cold running water. Alternatively, a grease solvent such as Naptha or Trichlorethylene may be used, when the application is in accordance with the directions of the manufacturer of the cleaner product.
- b. Secondary cleaning shall follow preliminary cleaning by immersion for one (1) minute in circulating hot water at 180 degrees Fahrenheit. Each sign shall then be dried by forced warm air. Alternatively, the clean sign blank may be prepared by the process conforming to military specifications MIL-C-5541, such as Alodine or approved equal. If a chemical conversion coating is employed, the coating shall be free of all powder residue.
- c. Following preliminary cleaning, the sign blanks shall be handled only by mechanical means or with gloved hands.
- d. All aluminum sheets shall be guaranteed to maintain flatness when exposed to 340 degrees for ten (10) minutes.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

4. Vinyl Sheeting:
 - a. Vinyl sheeting shall be either Type I, Class I, pressure sensitive adhesive or Type III, Class I, heat activated adhesive conforming to military specifications MIL-M-43719B.
 - b. Apply the vinyl sheeting to the treated sign in accordance with the manufacturer's specifications.
 - c. Durability of sheeting shall provide for a minimum of 10 years of useful life in the climatic conditions existing in New York under normal, vertical, exterior street sign exposure when applied in accordance with the manufacturer's recommendations.

5. Lettering
 - a. The signs shall be inscribed by means of a silk screen process with the borders, lettering, and graphics as indicated on the Contract Drawings.
 - b. When vandal resistant inks, compatible with the vinyl sheeting, are available and are recommended by the sheeting manufacturer, these inks shall be used. Vandal resistant inks shall be applied in accordance with the manufacturer's specifications.
 - c. For BMP ID signs, the colors shall be blue and green lettering and graphics on a white baked enamel background in accordance with the Contract Drawings and to the satisfaction of the Engineer. Colors shall correspond as follows: Green PMS 355 and Blue PMS 287.
 - d. Lettering shall be the font styles and point sizes as represented on the Contract Drawings or approved substitute fonts and sizes.

6. Sign Layout
 - a. Layout of the sign shall be in accordance with the Contract Drawings and to the satisfaction of the Engineer.

7. Finish

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

- a. The finished sign shall be clear coated, with a Finishing Clear, unless the manufacturer of the sheeting recommends that the sign not be coated. The Finishing Clear shall be compatible with the sheeting and applied in accordance with the specifications of the manufacturer of the vinyl sheeting. When clear coating is optional the sign shall be clear coated. When the manufacturer of the sheeting recommends a vandal resistant Finishing Clear or vandal overlay, the Finishing Clear or overlay shall be used and applied in accordance with the manufacturer's specifications. Vandal resistant inks will not be required when vandal resistant Finishing Clear or overlay is used.
- b. The finished sign shall be uniform in color and tone, with sharply defined edges and borders and without blemishes on the sign background that will affect sign use.
- c. The sign surface shall be readily refurbished by cleaning and clear overcoating in accordance with the manufacturer's recommendations.

8. Provision of Sign Mock-Up:

The Contractor shall provide one full-size sign as a mock-up, to the Engineer for approval, prior to production of the required number of signs. The Contractor shall not begin sign production until the Engineer has given approval in writing. Any corrections required to make the mock-up in conformance with these specifications and Contract Drawings shall be done at the Contractor's expense.

9. Delivery of Replacement and Left-Over Signs

After all signs required for this project are installed, the Contractor shall deliver all replacement and left-over signs to the following location:

DEP Staten Island Bluebelt Field Office
182 Joline Avenue
Staten Island, New York 10307
718-984-0489
718-984-4430 (fax)

The signs shall be packaged so as to prevent scratching, bending or other damage while they are being shipped and stored. DEP reserves the right to inspect and reject any damaged signs. The Contractor will supply five replacement BMP Identification signs

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

to the DEP Bluebelt Field Office. No Adopt-A-Bluebelt replacement signs shall be provided.

10. Time of Performance:

The Contractor shall supply all the signs not later than fifteen (15) days after the date of the Notice to Proceed Letter sent by the Engineer.

11. Packaging and Storage:

The BMP Identification signs shall be packaged and stored so as to facilitate their proper handling and storage until such time the Contractor can install them on the steel rail sign posts.

12. Measurement and Payment

The quantity of 0.080" Gauge Aluminum Signs to be paid for under this item shall be the total number of signs, fabricated and installed on steel rail posts or delivered in accordance with the plans, specifications and directions of the Engineer. All extra signs not installed shall be delivered to the DEP Bluebelt Field office on Staten Island at no extra cost to the City.

The contract price per 0.080" Permanent Sign installed on Steel Post shall be as indicated on the BID SCHEDULE OF PRICES: Item No. BMP-7.605-A.

The contract price per replacement 0.080" Permanent Sign furnished and delivered shall be as indicated on the BID SCHEDULE OF PRICES as follows:

| | |
|------------|------------------------------------|
| BMP-7.605A | PERMANENT SIGNS ON STEEL RAIL POST |
| BMP-7.605B | 0.020" TEMPORARY SIGNS |

The unit price shall include the costs of all labor, materials, equipment, installation and incidental expenses necessary or required to complete the work in accordance with the plans and specifications and to the satisfaction of the Engineer.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

7.606 PERMANENT ACCESSWAY WITH CONCRETE PAVERS OR GRAVEL

A. Description of Work

The Contractor shall provide all labor, materials, tools and equipment necessary to complete the permanent accessways as shown in the Contract Drawings and as directed by the Engineer.

B. Materials and Methods - Concrete Pavers

1. Pavers

The Permanent Accessway shall be constructed using concrete grid pavers. Unless directed by the Engineer, materials and methods shall conform to ICPI Technical Specification #8. The pavers shall be 23 5/8" x 15 3/4". They shall be made in a grid-like pattern 3 1/8" in height. The Pavement Accessway edges shall be secured with a concrete curb. The pavers and adjoining curb shall be earthtone brown in color. The pavers shall be fabricated of Portland Cement Type II or III fine and course aggregates (ASTM C-33-61) utilizing a steel mesh-6"/6" x 8/8 gauge with an air-entraining agent between 4%-6% (ASTM C-173) achieving a concrete strength of 5,000 psi at 28 days (ASTM C-39-49) and a maximum water absorption of 5% (ASTM C-97). The concrete grid pavers shall be manufactured by Metromont Materials Company or approved equal.

2. Crushed Stone

The crushed stone layer shall consist of 1/2" to 1" stone, with gradation conforming to ASTM D2940.

3. Sand

Sand bedding shall consist of concrete sand, with gradation conforming to ASTM33(6).

4. Filter Cloth

Filter cloth underliner shall have the following minimum properties:

| | |
|-----------------------|----------|
| Grab tensile strength | 220 lbs. |
| Elongation at failure | 220% |
| Mullen Burst Strength | 430% |

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

| | |
|-------------------------|----------|
| Puncture Strength | 125 lbs. |
| Equivalent opening size | 40-80 mm |

Filter cloth shall be Trevira Spunbound 1135, Mirafi 600x, or approved equal.

5. Testing

The pavers should be tested and confirm to the following tests:

Compression/Load Test (ASTM C 67 - Adapted)

Samples are to be conditioned at 70EF (□5EF) and 50% relative humidity room for 24 hours prior to testing. Cut samples of 12" x 12" were used for this test.

A. Load Tests - Quarter of a full Panel.

| Sample No. | Effective Area (sq.in) | Maximum Load (lbs.) | Load Strength Per Unit (PSI) |
|------------|------------------------|---------------------|------------------------------|
| 1 | 49.00 | 287,000 | 5,857 |
| 2 | 49.00 | 296,000 | 6,041 |
| 3 | 49.00 | 322,000 | 6,571 |
| | | Average: | 6,156 |

B. Compression Tests - Single Block Unit

| Sample No. | Effective Area (sq.in) | Maximum Load (lbs.) | Compression Strength Per Unit (PSI) |
|------------|------------------------|---------------------|-------------------------------------|
| 1 | 12.25 | 68,500 | 5,592 |
| 2 | 12.25 | 65,000 | 5,306 |
| 3 | 12.25 | 70,000 | 5,714 |
| | | Average: | 5,537 |

6. Installation Procedure

- a. Prior to placing a dense-graded base, the soil subgrade or approved fill should be uniformly compacted to at least 95% of standard Proctor density per ASTM D698(4).

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

Remove from the setting bed rock or other materials which would create uneven bearing.

- b. Install concrete curb along the perimeter outlining the entire area to receive crushed stone and pavers.
- c. A 12 inch deep crushed stone base should then be installed, compacted to a minimum of 98% standard Proctor density (4).
- d. Place sand in a 2" compacted layer over the base to present a true and even grade over entire area to receive pavers.
- e. Set pavers and line up to abut.

7. Void Filler

Thoroughly mix topsoil with fertilizer and spread loosely to fill voids in pavers. Water with a mist spray to settle. Add additional topsoil mix to bring the topsoil flush with top of the paver. Seed at slightly less than normal rate. When grass is 2 1/2" high, cut to 1 3/4".

C. Material and Methods – Gravel

The specifications for permanent gravel accessway shall be the same as those for stabilized construction entrance of this Detailed Specification Section 7.509A.

D. Measurement and Payment

The contract price per square foot for Permanent Accessway with Concrete Pavers shall be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.606B for pavers and Item No. BMP-7.606C for gravel. No separate payment shall be made for concrete curbing or sub base material used for pavers. The unit price per square foot shall include all labor, materials, equipment and incidental expenses necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

7.608

SURVEY BOLLARDS AND SURVEY MONUMENTSA. Description

The Contractor shall furnish and install Survey Bollard and Survey Monuments which are used to delineate the boundaries of DEP properties. The Surveying services to determine the location of the Survey Bollards and Monuments is provided under a separate contract item. The general location of the Bluebelt properties to have the Survey Bollards and Survey Monuments to be installed are shown on the Contract Drawings.

B. Materials

1. Survey Bollards – All bollards shall be made of wood. All wood bollards shall be Southern Yellow Pine, No. 1 grade timbers as graded by the Southern Pine Inspection Bureau (SPIB), conforming to the American Softwood Lumber Standards and defined in paragraph 402 of the SPIB grading rules, 1994 edition. Additionally, the following requirements shall be met:

All bollards shall be free of any knots on edges or ends.

All bollards shall be free of holes, ring shakes, warp (including bow, cup, crook and twist). Warp is restricted to the "light" category as described in SPIB paragraph No. 752.

The bollards shall be free from wane and bark inclusions and decay. Splits and checks shall not exceed 3/8" in width of more than one-half the length and thickness of the timber. The grain deviation shall not deviate more than 1 in 15.

All wood bollards shall be fabricated in strict accordance with the contract drawings and specifications and shall be dressed to finished dimension of not less than 1/2" below nominal thickness and width. Bollards which measure below 1/2" finished dressed size will be rejected in the field by the Engineer. All edges and ends shall be uniformly eased. The top exposed end shall receive a 1" chamfer in accordance with the contract detail plan drawings. All fabrications shall take place before pressure preservative treatment.

Wooden Bollards shall be manufactured by Boro Lumber & Timber Company, Inc., P.O. Box 78, Maspeth, New York 11378, Telephone: (718) 821-3600; or by an approved equal.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

Wood Bollards shall be CCA (Chromated copper Arsenate) pressure treated to a maximum retention of 0.40 lbs per cubic foot in accordance with the American Wood Preservers' Association (APWPA) Standards C1 and C2. The preservative shall penetrate 2.5" or 85% of the sapwood. The method of preservative treatment shall be in accordance with the latest AWP standards.

Each bollard shall be installed plumb and square and to the required height, at the locations specified, and to the satisfaction of the Engineer. After the installation of the bollard is complete, the contractor shall remove all excess excavated material and dispose of off-site. The disturbed area shall be graded and mulched by the Contractor, as directed by the Engineer. No extra payment shall be made for this work.

2. Concrete Property Monuments

The concrete monument shall be dimensioned as shown on the detail on the Contract drawing. The concrete monument shall consist of a concrete shaft 30 inches long with dimensions at the top of five (5) inches and five (5) inches. The dimensions at the bottom of the shaft shall be five (5) inches and six (6) inches, so there shall be a slight taper on one side of the shaft.

The top of each monument shall have an aluminum disk with a diameter of two (2) inches attached to an 18 inch long #4 rebar embedded in the concrete. The concrete shall be class A-40 with a compressive strength of 4,000 psi. The top of the disk shall have text as shown in Attachment E. The following wording shall appear on the top of the disk:

N.Y.C.D.E.P.
MONUMENT
BLUEBELT BOUNDARY

Each disk shall have a cross in the middle marking the exact boundary point, and the number for the monument shall be stamped on the top. The Engineer will instruct the Contractor as to what number the contractor is to stamp on a particular aluminum disk.

The installation of the monument in the field shall consist of digging a hole with a diameter of 12 to 16 inches and a depth of at least 36 inches. The hole shall be filled with cement into which the monument shall be set. The hole shall then be backfilled.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

The top of the monument shall be set so that it is flush with existing grade in areas where pedestrians frequent such as sidewalks. This is required so the monument will not become a tripping hazard. If the monument is located in areas without pedestrians, the top of the monument shall be elevated 1 to 2 inches above existing grade, so it can be more easily found in the future. In all cases, the concrete part of the top of the monument shall be painted red, omitting the aluminum disk, again for ease of detection. The Engineer shall direct the Contractor in all aspects of monument installation.

As directed the Engineer the monument shall be located at a corner or other point easily identified. If a tree, structure, fence or other obstruction prevents the monument from being located exactly on a line, the surveyor shall provide an 8 ½ x 11 inch sketch indicating what offset from the line was necessary because of the obstruction.

After installation of the monument is complete, the contractor shall remove all excess excavated material and dispose off-site. The Contractor shall also be responsible for a general clean-up of the work-site.

C. Extra Materials

The Contractor shall furnish extra materials and deliver it to the following address:

DEP Staten Island Bluebelt
182 Joline Avenue
Staten Island, NY 10307
718-984-0489
718-984- 4430 (fax)

The extra material shall consist of a five (5) wooden bollards and ten (10) survey monuments that meet all requirements of specification section 7.608. The extra material shall be delivered to the DEP Bluebelt Field Office and a signed receipt (from DEP) shall be submitted to the Engineer to acknowledge DEP's receipt of the forementioned materials. Failure to supply the extra materials shall result in the DEP taking a total credit of three thousand dollars (\$3,000).

D. Measurement and Payment

The quantity to be measured for payment under this section shall be the total number of survey monuments supplied in accordance with the plans and specifications and directions of the Engineer.

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

The contract price per unit for survey monuments furnished and installed shall be as indicated on the BID SCHEDULE OF PRICES, Item No. BMP-7.608B. The bid price shall be a unit price per survey monument, and shall include the cost of all labor, materials, equipment, and all work incidental thereto, necessary to complete this item in accordance with the plans and specifications and to the satisfaction of the Engineer.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

7.618 SURVEYING SERVICES FOR LOCATION OF BOUNDARY POINTS

A. Description of Work

Under this item the Contractor shall furnish all materials, labor and equipment necessary to provide surveying services for the location of monument and/or bollards to delineate the boundaries of DEP properties in the Bluebelt. The property monument and/or bollards are supplied and installed under a separate Contract item. The surveying services shall be performed by a New York State Licensed surveyor at the locations indicated on the Contract drawings and as per the direction of the Engineer.

B. Definition of Boundary Point Locating Services

The Contractor shall provide general surveying services as directed by the Engineer for locating a boundary point along the perimeter of some Bluebelt property. Those services shall include all computing, traversing and research necessary to set the boundary point. Once located in the field, the point shall be marked by the Contractor with a wooden stake driven into the ground and surveyor's flags. This work shall be done in close coordination with fencing, or other perimeter security measures to be installed by another contractor. When the other contractor will be installing the perimeter security measures at a specified time, the surveying contractor under this contract shall schedule his/her work just before the perimeter security work.

C. Measurement and Payment

Measurement and Payment shall be on an hourly basis. The hourly rate shall include the services of a three man surveying crew. The Engineer shall be present during the progress of Work and the Engineer shall deem as to whether the Contractor has utilized his crew at the productivity output required to complete the Work as anticipated. The surveyor will submit invoices to the Engineer, which will be forwarded to the Contractor for prompt payment. Payments shall be made for invoiced costs only, with no payment for overhead and profit.

The Contract price for Surveying Services for location of Boundary Points shall be as indicated on the BID SCHEDULE OF PRICES, Item BMP-7.618. The bid price shall be a unit price and shall include the cost of all labor, materials, equipment and work incidental thereto, necessary to furnish this item in accordance with the plans and specification to the satisfaction of the Engineer.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

7.622 FOREBAY MICROPPOOL SEDIMENT CLEAN-OUT INDICATORA. Description of Work

Under this item, the Contractor shall furnish, install and adjust Forebay/Micropool Sediment Clean-Out Indicator in accordance with the plans, specifications and directions of the Engineer within the BMP Project limits and associated work areas.

B. Submittals

1. Before the work is started, the Contractor shall submit shop drawings for approval by the Engineer.
2. Drawings for the fabrication and installation of stainless steel welded Forebay/Micropool Sediment Clean-Out Indicator with sizes of members, components and anchorage devices, all based on specified requirements. Include copies of standard and custom detail drawings and installation instructions. Include all plans and elevations identifying the location and top elevation to establish sediment clean-out indicator removal depth.

C. Materials

All fittings and hardware shall be of the materials listed in the following schedule:

Stainless Steel:

1. Stainless Steel Rod or Pipe: ASTM A554, Type 316L. Provide posts and plates with 1.0 inch outside diameter, Schedule 10 min.
2. Stainless Steel Fittings: Same material and thickness as posts and plates except where otherwise shown on Contract Drawings.

Non-Shrink, Non-Metallic Grout:

1. Pre-mixed non-staining cementitious grout requiring only the addition of water.
2. Product and Manufacturer: Provide one of the following:
 - a. Euco N-S by the Euclide Chemical Company.
 - b. Masterflow 713 by Master Builders Company.
 - c. Or approved equal.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT MIBBNC003

D. Installation

1. The Forebay/Micropool Sediment Clean-Out Indicators shall be set in concrete as shown on the plans or as directed by the Engineer.
2. Adjust Clean-Out Indicators prior to securing in place with concrete or grout to ensure proper and correct alignment throughout their length. Plumb in each direction and adjust to the appropriate elevation.
3. Anchor or grout into concrete substrate.
4. All Clean-Out Indicators shall be set plumb and true to line and grade. Any Indicators not set true to line and grade shall be removed and replaced at the Contractor's expense. Bending posts to make them plumb will not be permitted.

E. Measurement and Payment

The quantity of Forebay/Micropool Sediment Clean-Out Indicators to be paid for under this item shall be the total number furnished and installed in accordance with the plans, specifications and directions of the Engineer.

The contract price for Each – Forebay/Micropool Sediment Clean-Out Indicator shall be as indicated on the BID SCHEDULE OF PRICES, Item BMP-7.622. The bid price shall include the cost for all labor, material, equipment and incidental expenses necessary to complete the work, including submissions and approvals, materials, fabrication, installation, and adjustment to the proper elevation, all in accordance with the plans and specifications to the satisfaction of the Engineer.

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

STREAMBANK STABILIZATION

7.700

WORK INCLUDED

Under Streambank Stabilization, the Contractor shall provide all labor, material, tools and equipment necessary to complete the execution of the work in complete accordance with the Specifications and all Contract Drawings. The work shall include items of work specified under the following Sections.

Section Number

Title

7.710

Reno Mattress

* * * * *

DIVISION VII - DETAILED SPECIFICATIONS -
CONTRACT MIBBNC003

7.710 RENO MATTRESSA. Description of Work

Under this item the Contractor shall furnish all labor, materials, equipment necessary to install Reno Mattress as shown on the Contract drawings and in accordance with the specification and as directed by the Engineer.

B. Materials and Construction

Reno Mattress is a wire mesh container uniformly partitioned into internal cells with relatively small height in relation to the other dimensions. The internal cells are interconnected with other units and filled with stone at the project site to form flexible, permanent monolithic structures used for channel bottom protection. The reno mattress shall have the dimensions as shown on the contract drawings.

The wire mesh shall be non-raveling mesh made of twisting continuous pairs of wires to form hexagonal shaped openings which are interconnected to adjacent wires. The wire is made from zinc coated and overcoated with PVC. PVC coatings shall not show cracks or breaks after the fabrication of the mesh. Fasteners used to assemble and interconnect the individual units shall be made of stainless steel.

The stones for the reno mattress shall be between 4" and 6" in diameter. The stones shall meet the specifications of the Rip Rap, Section 7.107 of this contract.

The subgrade shall be excavated to allow for the placement of the reno mattress to form the grade shown of the contract drawings. The reno mattress shall be placed on geotextile fabric laid directly on the compacted subgrade.

C. Measurement and Payment

The quantity to be measured for payment under this Section shall be the total number of square yards of reno mattress installed as directed by the Engineer.

The contract price per square yard of reno mattress installed shall be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.710. The contract price shall include all excavation, grading and geotextile fabric necessary to install the reno mattress as directed by the Engineer. The bid price shall constitute full compensation for all labor, materials, equipment and work incidental thereto, necessary to complete this item in accordance with the plans and specifications to the satisfaction of the Engineer.

* * * * *

(NO TEXT ON THIS PAGE)

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

ADDENDA CONTROL SHEET

BID OPENING DATE: October 19, 2018

PROJECT NO.: MIBBNC003

DESCRIPTION: CONSTRUCTION OF STORM AND SANITARY SEWERS AND REPLACEMENT OF WATER MAINS IN MASON AVE., ETC.

| Addendum | | Addendum Contains: | | | | |
|----------|------------|-------------------------------------|--------------------------|--------------------------|--------------------------|------------------------------|
| No. | Date | Revised Bid Date/Time | Revised Bid Schedule | Questions & Responses | Additional Ammendments | Drawings (number) |
| 1 | 09/28/2018 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <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: MIBBNC003

CONSTRUCTION OF STORM AND SANITARY SEWERS AND REPLACEMENT OF WATER MAINS
IN MASON AVE., ETC.

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

ADDENDUM NO. 1

DATED: September 28, 2018

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Bid and Contract Documents, VOLUME 1 OF 3, Attachment 1-Bid Information on Page A-1;
Change the dates shown for Submission of Bids and for Bid Opening from "October 5, 2018" to read "October 19, 2018".
2. Refer to the Bid and Contract Documents, VOLUME 1 OF 3, SCHEDULE B – M/WBE Utilization Plan on Page 13:
Change the dates shown for Bid/Proposal Respose Date from "October 5, 2018" to read "October 19, 2018".

END OF ADDENDUM NO. 1

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

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

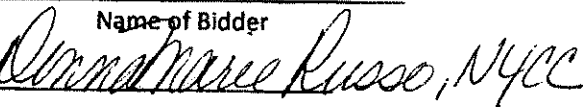


GURDIP SAINI, P.E.
Associate Commissioner / Design I

NYCC JPL JV

Name of Bidder

By:


Annamaria Russo, NYCC

MEMORANDUM FOR THE DIRECTOR
FROM: SAC, NEW YORK
SUBJECT: [Illegible]

RE: [Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]



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

ADDENDA CONTROL SHEET

BID OPENING DATE: **OCTOBER 19, 2018**

PROJECT NO.: **MIBBNC003**

DESCRIPTION: **CONSTRUCTION OF STORM AND SANITARY SEWERS AND REPLACEMENT OF WATER MAINS IN MASON AVENUE, ETC.**

| Addendum | | Addendum Contains: | | | | |
|----------|------------|-------------------------------------|--------------------------|-------------------------------------|--------------------------|------------------------------|
| No. | Date | Revised Bid Date/Time | Revised Bid Schedule | Questions & Responses | Additional Amendments | Drawings (number) |
| 1 | 09/28/2018 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| 2 | 10/3/2018 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <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.

ADDITIONAL CONTROL SHEET

FOR THE CONTROL SHEET

CONTROL SHEET

FOR THE CONTROL SHEET

| NO. | DESCRIPTION | DATE | INITIALS | REMARKS |
|-----|-------------|------|----------|---------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| 11 | | | | |
| 12 | | | | |
| 13 | | | | |
| 14 | | | | |
| 15 | | | | |
| 16 | | | | |
| 17 | | | | |
| 18 | | | | |
| 19 | | | | |
| 20 | | | | |
| 21 | | | | |
| 22 | | | | |
| 23 | | | | |
| 24 | | | | |
| 25 | | | | |
| 26 | | | | |
| 27 | | | | |
| 28 | | | | |
| 29 | | | | |
| 30 | | | | |
| 31 | | | | |
| 32 | | | | |
| 33 | | | | |
| 34 | | | | |
| 35 | | | | |
| 36 | | | | |
| 37 | | | | |
| 38 | | | | |
| 39 | | | | |
| 40 | | | | |
| 41 | | | | |
| 42 | | | | |
| 43 | | | | |
| 44 | | | | |
| 45 | | | | |
| 46 | | | | |
| 47 | | | | |
| 48 | | | | |
| 49 | | | | |
| 50 | | | | |

ADDITIONAL SHEET FOR CONTROL SHEET

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: MIBBNC003
CONSTRUCTION OF STORM AND SANITARY SEWERS AND REPLACEMENT OF WATER MAINS IN MASON
AVENUE, ETC.

Together With All Work Incidental Thereto

BOROUGH OF STATEN ISLAND
CITY OF NEW YORK

ADDENDUM NO. 2

DATED: OCTOBER 3, 2018

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. For additional information, see the attached TWO (2) pages of "Questions Submitted by Bidders and DDC's Responses".

END OF ADDENDUM NO. 2

By signing in the space provided below, the bidder acknowledges receipt of
this Addendum consisting of ONE (1) page and TWO (2) pages of Questions and Responses.

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



GURDIP SAINI, P.E.
Associate Commissioner/Design I

NYCC JPL JV

Name of Bidder

By: Anna Marie Russo, NYCC

THE UNIVERSITY OF MICHIGAN

ADVISORY BOARD OF THE
MICHIGAN STATE UNIVERSITY
MICHIGAN STATE UNIVERSITY
MICHIGAN STATE UNIVERSITY

MEMORANDUM FOR THE ADVISORY BOARD OF THE
MICHIGAN STATE UNIVERSITY
MICHIGAN STATE UNIVERSITY

MEMORANDUM FOR THE ADVISORY BOARD OF THE

MICHIGAN STATE UNIVERSITY
MICHIGAN STATE UNIVERSITY

MICHIGAN STATE UNIVERSITY

MICHIGAN STATE UNIVERSITY

MICHIGAN STATE UNIVERSITY MICHIGAN STATE UNIVERSITY

MICHIGAN STATE UNIVERSITY MICHIGAN STATE UNIVERSITY
MICHIGAN STATE UNIVERSITY

MICHIGAN STATE UNIVERSITY

MICHIGAN STATE UNIVERSITY MICHIGAN STATE UNIVERSITY
MICHIGAN STATE UNIVERSITY

MICHIGAN STATE UNIVERSITY MICHIGAN STATE UNIVERSITY

MICHIGAN STATE UNIVERSITY
MICHIGAN STATE UNIVERSITY
MICHIGAN STATE UNIVERSITY

MICHIGAN STATE UNIVERSITY
MICHIGAN STATE UNIVERSITY
MICHIGAN STATE UNIVERSITY

MICHIGAN STATE UNIVERSITY
MICHIGAN STATE UNIVERSITY
MICHIGAN STATE UNIVERSITY

Questions Submitted by Bidders and DDC's Responses

QUESTION #1. Will the gas facility operator be required to "cut and loop" gas services?

DDC'S RESPONSE: Due to construction operation interference with gas services, the Gas Facility Operator can perform "cut and loop" gas services, upon request by the Contractor. The Contractor and Resident Engineer must coordinate a schedule with the Gas Facility Operator in advance and the Gas Facility Operator will allocate the proper resources to perform the work. The contractor shall pay the Gas company for the looping at no cost to the City.

QUESTION #2. On Olympia Boulevard, the traffic strips require one lane open at all times with two-way traffic. With an excavator or pile rig in the middle of the road this will not work. Please advise.

DDC'S RESPONSE: The contractor can coordinate with NYCDOT Office of Construction Mitigation and Coordination (OCMC) as needed.

QUESTION #3. Have all permits indicated on Volume 3, Pages BMP-14 and BMP-15 been obtained? If not, when will they be obtained so that we may determine our cost associated with the schedule.

DDC'S RESPONSE: All required permits for this project will be ready prior to construction.

QUESTION #4. Is Archaeological Testing required as described in Volume 3, Page BMP-17, Item G?

DDC'S RESPONSE: No Archaeological Testing is required for this project.

QUESTION #5. Who is responsible for BMP as-builts?

DDC'S RESPONSE: The Contractor is responsible for the BMP as-builts as per BMP-7.414.

QUESTION #6. Are there any new sanitary house connections on Chicago Avenue?

DDC'S RESPONSE: No.

QUESTION #7. Does Item 9.30 SWPPP cover both the BMP and work in the roadway areas, or are each handled separately?

DDC'S RESPONSE: No, 9.30 SWPPP is only for work in the roadway areas.

QUESTION #8. Are the additional borings and geotechnical report indicated in drawing BMP-13, General Notes, required since there are already borings at the structure locations on Olympia Blvd?

DDC'S RESPONSE: A signed and sealed report is required from the contractor. The contractor may be able to prepare the report based on the previous borings performed, but that would be their determination.

QUESTION #9. Where are the 24" and 36" temporary sewers located as indicated in Volume 3, Page BMP-18, Note 4?

MEMORANDUM FOR THE RECORD

On 10/10/19, the following information was received from the [redacted] regarding the [redacted] project. The [redacted] has advised that the [redacted] is currently in the [redacted] phase of the project. The [redacted] is expected to be completed by [redacted].

The [redacted] is currently in the [redacted] phase of the project. The [redacted] is expected to be completed by [redacted].

The [redacted] is currently in the [redacted] phase of the project. The [redacted] is expected to be completed by [redacted].

The [redacted] is currently in the [redacted] phase of the project. The [redacted] is expected to be completed by [redacted].

The [redacted] is currently in the [redacted] phase of the project. The [redacted] is expected to be completed by [redacted].

The [redacted] is currently in the [redacted] phase of the project. The [redacted] is expected to be completed by [redacted].

The [redacted] is currently in the [redacted] phase of the project. The [redacted] is expected to be completed by [redacted].

The [redacted] is currently in the [redacted] phase of the project. The [redacted] is expected to be completed by [redacted].

The [redacted] is currently in the [redacted] phase of the project. The [redacted] is expected to be completed by [redacted].

The [redacted] is currently in the [redacted] phase of the project. The [redacted] is expected to be completed by [redacted].

The [redacted] is currently in the [redacted] phase of the project. The [redacted] is expected to be completed by [redacted].

The [redacted] is currently in the [redacted] phase of the project. The [redacted] is expected to be completed by [redacted].

The [redacted] is currently in the [redacted] phase of the project. The [redacted] is expected to be completed by [redacted].

The [redacted] is currently in the [redacted] phase of the project. The [redacted] is expected to be completed by [redacted].

DDC'S RESPONSE: The 24" and 36" temporary sewers are not required.

QUESTION #10. Please provide properly scaled drawings for the BMP work.

DDC'S RESPONSE: Please use the scale bar and dimensions shown on the BMP drawings.

QUESTION #11. Under what items would groundwater testing and treatment be paid for work in the BMP area?

DDC'S RESPONSE: There is no testing and treatment of groundwater identified as part of this contract.

QUESTION #12. Please clarify which structure is "Structure No. 1" and which is "Structure No. 2".

DDC'S RESPONSE: As shown on Sheet 12 of 17, Structure No 1 is the weir structure in Olympia Boulevard paid under BMP-7.129-1 and Structure No. 2 is the headwall structure in Olympia Boulevard paid under BMP-7.129-2.

QUESTION #13. On Sheet 11, the manholes are on piles but the 12" ESVP sewer is not. Is this correct?

DDC'S RESPONSE: Sheet 11 is revised and attached. Deleted piles for manholes.

QUESTION #14. Please provide details of the Proposed Diversion/Dewatering measures for Phases 1, 2 and 3 shown on Sheet BMP3.

DDC'S RESPONSE: Details of the diversion/dewatering would be up to the means and methods of the contractor. The phasing/sequencing of construction is shown as a suggestions only.

QUESTION #15. Please clarify the difference between Items BMP-7.301 and BMP-7.312-C.

DDC'S RESPONSE: BMP-7.301 would be used for removal of anything at the surface, but 7.312-C is used for anything requiring demolition, i.e. removal of fences with foundation, headwalls, guide rail, etc.

The first part of the document discusses the importance of maintaining accurate records for all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice to ensure transparency and accountability.

Furthermore, it is noted that regular audits are essential to identify any discrepancies or errors in the accounting process. This helps in maintaining the integrity of the financial statements and ensures compliance with relevant regulations.

In addition, the document highlights the need for clear communication between all stakeholders involved in the financial operations. Regular meetings and reports should be provided to keep everyone informed about the current financial status and any planned changes.

Finally, it is stressed that the financial team should always stay updated with the latest market trends and regulatory requirements. This proactive approach is crucial for making informed decisions and managing risks effectively.

The second part of the document provides a detailed overview of the company's financial performance over the past quarter. It includes a breakdown of revenue, expenses, and profit margins, along with a comparison to the previous period.

Key findings from the analysis show a steady increase in revenue, primarily driven by the launch of new products and expansion into new markets. However, there has been a corresponding increase in operating expenses, which has slightly impacted the overall profit margin.

Looking ahead, the management team is optimistic about the company's growth prospects. They plan to continue investing in research and development to create innovative solutions that meet the needs of our customers. Additionally, they aim to optimize operational costs to improve profitability.

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

ADDENDA CONTROL SHEET

BID OPENING DATE: OCTOBER 19, 2018

PROJECT NO.: MIBBNC003

DESCRIPTION: CONSTRUCTION OF STORM AND SANITARY SEWERS AND REPLACEMENT OF WATER MAINS IN MASON AVENUE, ETC.

| Addendum | | Addendum Contains: | | | | |
|----------|------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|------------------------------|
| No. | Date | Revised Bid Date/Time | Revised Bid Schedule | Questions & Responses | Additional Amendments | Drawings (number) |
| 1 | 09/28/2018 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| 2 | 10/3/2018 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| 3 | 10/16/2018 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |

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

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: MIBBNC003
CONSTRUCTION OF STORM AND SANITARY SEWERS AND REPLACEMENT OF WATER MAINS IN MASON
AVENUE, ETC.

Together With All Work Incidental Thereto

BOROUGH OF STATEN ISLAND
CITY OF NEW YORK

ADDENDUM NO. 3

DATED: OCTOBER 16, 2018

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Bid and Contract Documents, Volume 1 of 3;
Delete Bid Schedule pages B-3 through B-70 in their entirety;
Insert attached revised Bid Schedule pages B-3 [REVISION # 1] through B-70 [REVISION # 1].
NOTE: Removed price not less than requirement on items JB 900 (CE) and JB 900 (VERIZ).
2. Refer to the Bid and Contract Documents, Volume 3 of 3, USDA-Pages;
Delete the 16 pages of Davis-Bacon Wage Rates in their entirety;
Insert attached revised 16 pages of Davis-Bacon Wage Rates.
3. For additional information, see the attached ONE (1) page of "Questions Submitted by Bidders and DDC's Responses".

END OF ADDENDUM NO. 3

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of ONE (1) page, SIXTY-EIGHT (68) pages of Bid Schedule, SIXTEEN (16) pages of Wage Rates and ONE (1) page of Questions and Responses.

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

NYCC JPL JV

Name of Bidder

By: Ornella Marie Russo, NYCC

G. Saini
GURDIP SAINI, P.E.
Associate Commissioner/Design I

1. The first part of the document is a letter from the author to the editor, dated 10/10/1964. The letter discusses the author's interest in the subject of the journal and the possibility of publishing a paper on the topic. The author mentions that they have been working on the subject for some time and that they believe they have some new results to report. They also mention that they have been contacted by several other researchers in the field and that they are interested in seeing what they have to say about the same subject.

2. The second part of the document is a letter from the editor to the author, dated 10/15/1964. The editor thanks the author for their letter and for their interest in the journal. The editor also mentions that they have received several other letters from researchers in the field and that they are interested in seeing what they have to say about the same subject. The editor also mentions that they will be looking for a paper on the subject in the next issue of the journal.

3. The third part of the document is a letter from the author to the editor, dated 10/20/1964. The author thanks the editor for their letter and for their interest in the journal. The author also mentions that they have been working on the subject for some time and that they believe they have some new results to report. They also mention that they have been contacted by several other researchers in the field and that they are interested in seeing what they have to say about the same subject.

4. The fourth part of the document is a letter from the editor to the author, dated 10/25/1964. The editor thanks the author for their letter and for their interest in the journal. The editor also mentions that they have received several other letters from researchers in the field and that they are interested in seeing what they have to say about the same subject. The editor also mentions that they will be looking for a paper on the subject in the next issue of the journal.

Questions Submitted by Bidders and DDC's Responses

QUESTION #1. On page B-64, bid item #JB 900 (CE), the classification has both a fixed sum amount and a unit price amount. This occurs again on page B-65 with bid item #JB 900 (VERZ). Please clarify.

DDC'S RESPONSE: Please refer to Article 1 of this Addendum.

QUESTION #2. Under Item BMP-4.14 the contractor is responsible for as-builts with no separate payment, but Item BMP-7.09 indicates payment will be made for the surveyor to prepare as-built drawings. Please clarify.

DDC'S RESPONSE: According to specification BMP-7.414, no separate payment will be made for preparing the BMP as built drawings; all costs must be included in the various Contract Items of this Contract. As noted in specification BMP-7.09.A, the surveys provided under Item BMP-7.09 are for the sole use of the Engineer.

QUESTION #3. Please provide properly scaled drawings for the BMP work.

DDC'S RESPONSE: Please use the scale bar and dimensions shown on the BMP drawings.

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY
5780 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

RECEIVED
DEPARTMENT OF CHEMISTRY
UNIVERSITY OF CHICAGO
5780 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

DEPARTMENT OF CHEMISTRY
UNIVERSITY OF CHICAGO
5780 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

DEPARTMENT OF CHEMISTRY
UNIVERSITY OF CHICAGO
5780 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

DEPARTMENT OF CHEMISTRY
UNIVERSITY OF CHICAGO
5780 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

DEPARTMENT OF CHEMISTRY
UNIVERSITY OF CHICAGO
5780 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

DEPARTMENT OF CHEMISTRY
UNIVERSITY OF CHICAGO
5780 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

DEPARTMENT OF CHEMISTRY
UNIVERSITY OF CHICAGO
5780 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

DEPARTMENT OF CHEMISTRY
UNIVERSITY OF CHICAGO
5780 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

DEPARTMENT OF CHEMISTRY
UNIVERSITY OF CHICAGO
5780 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

DEPARTMENT OF CHEMISTRY
UNIVERSITY OF CHICAGO
5780 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

DEPARTMENT OF CHEMISTRY
UNIVERSITY OF CHICAGO
5780 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

DEPARTMENT OF CHEMISTRY
UNIVERSITY OF CHICAGO
5780 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

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

ADDENDA CONTROL SHEET

BID OPENING DATE: OCTOBER 19, 2018

PROJECT NO.: MIBBNC003

DESCRIPTION: CONSTRUCTION OF STORM AND SANITARY SEWERS AND REPLACEMENT OF WATER MAINS IN MASON AVENUE, ETC.

| Addendum | | Addendum Contains: | | | | |
|----------|------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|------------------------------|
| No. | Date | Revised Bid Date/Time | Revised Bid Schedule | Questions & Responses | Additional Amendments | Drawings (number) |
| 1 | 09/28/2018 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| 2 | 10/3/2018 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| 3 | 10/16/2018 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> (0) |
| 4 | 10/17/2018 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> (0) |

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

ADDITIONAL CONTROL SHEET

NO. OF PLANTS 1-00-00000

CONTAINER

DATE

THIS SHEET IS TO BE USED FOR RECORDING THE RESULTS OF THE
ANALYSES OF THE PLANTS IN THE CONTAINER

NO. OF PLANTS

| NO. | PLANT | ANALYSIS | RESULTS | NO. OF PLANTS |
|-----|-------|----------|---------|---------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| 11 | | | | |
| 12 | | | | |
| 13 | | | | |
| 14 | | | | |
| 15 | | | | |
| 16 | | | | |
| 17 | | | | |
| 18 | | | | |
| 19 | | | | |
| 20 | | | | |
| 21 | | | | |
| 22 | | | | |
| 23 | | | | |
| 24 | | | | |
| 25 | | | | |
| 26 | | | | |
| 27 | | | | |
| 28 | | | | |
| 29 | | | | |
| 30 | | | | |
| 31 | | | | |
| 32 | | | | |
| 33 | | | | |
| 34 | | | | |
| 35 | | | | |
| 36 | | | | |
| 37 | | | | |
| 38 | | | | |
| 39 | | | | |
| 40 | | | | |
| 41 | | | | |
| 42 | | | | |
| 43 | | | | |
| 44 | | | | |
| 45 | | | | |
| 46 | | | | |
| 47 | | | | |
| 48 | | | | |
| 49 | | | | |
| 50 | | | | |

ANALYSES OF PLANTS IN CONTAINER

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: MIBBNC003
CONSTRUCTION OF STORM AND SANITARY SEWERS AND REPLACEMENT OF WATER MAINS IN MASON
AVENUE, ETC.

Together With All Work Incidental Thereto

BOROUGH OF STATEN ISLAND
CITY OF NEW YORK

ADDENDUM NO. 4

DATED: OCTOBER 17, 2018

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Bid and Contract Documents, Volume 1 of 3;
Delete page C-4 in its entirety;
Insert attached revised page C-4 [REVISION # 1].
2. For additional information, see the attached ONE (1) page of "Questions Submitted by Bidders and DDC's Responses".

END OF ADDENDUM NO. 4

By signing in the space provided below, the bidder acknowledges receipt of
this Addendum consisting of ONE (1) page, one page of bid documents, and ONE (1) page of Questions
and Responses.

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

NYCC JPL JV
Name of Bidder

BY: Dorena Marie Russo, NYCC

How Sheen Paul for
GURDIP SAINI, P.E.
Associate Commissioner/Design I

1978

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF EDUCATION
BUREAU OF ELEMENTARY EDUCATION
DIVISION OFFICE - CAGAYAN

CONTRACT NO. 1000011

FOR THE PURCHASE OF 1000011 SETS OF GRADE 1-6 WORKBOOKS AND
TEACHER'S GUIDES

TO BE FULFILLED BY THE CONTRACTOR

AS SPECIFIED IN THE
BIDDING DOCUMENTS

AND IN THE

AGREEMENT BETWEEN THE

REPUBLIC OF THE PHILIPPINES AND THE CONTRACTOR

AND THE CONTRACTOR'S OBLIGATIONS
HEREUNDER SHALL BE GOVERNED BY
THE PROVISIONS OF THE BIDDING
DOCUMENTS AND THE AGREEMENT

BETWEEN THE REPUBLIC OF THE PHILIPPINES AND THE CONTRACTOR
AND THE CONTRACTOR'S OBLIGATIONS

HEREUNDER SHALL BE GOVERNED BY

THE PROVISIONS OF THE BIDDING DOCUMENTS AND THE AGREEMENT
BETWEEN THE REPUBLIC OF THE PHILIPPINES AND THE CONTRACTOR
AND THE CONTRACTOR'S OBLIGATIONS

HEREBY ACCEPTED AND AGREED TO BY THE CONTRACTOR

Contractor's Representative

Contractor's Representative

Questions Submitted by Bidders and DDC's Responses

QUESTION #1. Can you please confirm that the C-4 Page in the Bid Form requires entry of a Total Bid Price and not a multiplier as it states in the Bid Proposal paragraph.

The page states "In the spaces provided below, the Bidder furnish his cost adjustment multiplier, to be applied to every unit price item contained in the Bid Schedule and Contingency Item List, excluding items with a Fixed Sum unit of measurement, to cover the cost of furnishing all labor and materials required to complete all work in full compliance with the Contract for the single multiplier of."

The bid however does not include item unit prices as it is not a multiplier bid.

DDC'S RESPONSE: Please refer to Article 1 of this Addendum.



**Department of
Design and
Construction**

**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 3 OF 3

PROJECT ID: MIBBNC003

**INSTALLATION OF STORM AND SANITARY SEWERS AND
REPLACEMENT OF WATER MAINS IN MASON AVENUE, ETC.**

**Together With the Construction of BMPs and All Work Incidental
There to
BOROUGH OF STATEN ISLAND
CITY OF NEW YORK**

Contractor.

Dated _____, 20____
