



**Department of
Design and
Construction**

**CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE
VOLUME 1 – BID BOOKLET**

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Introduction

This Bid Booklet is intended to provide general information necessary for bidding on a DDC public works project and is part of the Contract Documents, as per Article 1.1 of the Standard Construction Contract.

As this contract is solicited via the PASSPort system, the bidder will be required to complete all of the PASSPort forms and questionnaires. These forms and questionnaires, along with the bidder's responses, will become part of the Bid Booklet.

Additional information on the PASSPort system can be found at the following website:

<https://www1.nyc.gov/site/mocs/systems/passport-user-materials.page>

Bid Submission Requirements

THE FOLLOWING MUST BE COMPLETED AND SUBMITTED FOR THE BID TO BE CONSIDERED RESPONSIVE:

1. Completed electronic bid submission in PASSPort;
 - a. All required fields in PASSPort must be completed.
2. Bid security, if required.
 - a. If Bid security is in a form of a bid bond, bidders must include it with their electronic PASSPort submission.
 - b. If Bid security is in a form of a certified check, bidders must hand deliver the certified check.

BIDDERS ARE ADVISED THAT PAPER BID SUBMISSIONS WILL BE DEEMED NON-RESPONSIVE. BIDDERS MUST SUBMIT THEIR BIDS ELECTRONICALLY IN PASSPORT AND PROVIDE THE BID SECURITY FOR THE BID TO BE CONSIDERED RESPONSIVE.

THE FOLLOWING MAY RESULT IN THE BID BEING FOUND NON-RESPONSIVE:

1. Failure to upload required files or documents as part of a mandatory PASSPort Questionnaire response.
2. Uploading an incorrect file as part of a mandatory PASSPort Questionnaire response.

Notices to Bidders

Pre Bid Questions (PBQs)

Please be advised that PBQs must be submitted to the Agency Contact Person via PASSPort (in the RFx Discussions with buyer section) within the timeframe indicated in the PASSPort procurement.

NYC Contract Financing Loan Fund

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

For more information: Call 311 or visit <https://www1.nyc.gov/nycbusiness/article/contract-financing-loan-fund>

M/WBE Notice to Prospective Contractors

PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT (9/2020 version)

ARTICLE I. M/WBE PROGRAM

Section 6-129 of the Administrative Code of the City of New York (“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. Contracts solicited through the Procurement and Sourcing Solutions Portal (PASSPort) will contain a Schedule B in the format outlined in the Schedule B – M/WBE Utilization Plan & PASSPort rider. The provisions of this notice will apply to contracts subject to the M/WBE Program established by Section 6-129 regardless of solicitation source.

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.

References to MBEs or WBEs shall also include such businesses certified pursuant to the executive law where credit is required by section 311 of the New York City Charter or other provision of law.

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 1 to this Contract (see Page 1, Line 1 Total Participation Goals) or will be set forth on Schedule B, Part 1 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 DSBS 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 2 (see Pages 1-2) 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; (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; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. 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 2 (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 non-responsive.

(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 2 (see Pages 1-2) 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; (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; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor’s required certification and affirmations. 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 2). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART 3). 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 multi-year 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 city-certified 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) 513-6451, or by visiting or writing DSBS at One Liberty Plaza, New York, New York, 10006, 11th 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 3 of Schedule B and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at MWBEModification@ddc.nyc.gov. Full or partial waiver requests that are received later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due may be rejected as untimely. Bidders, proposers, or contractors, as applicable, who have submitted timely 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 the Contractor was required to identify in its bid or proposal the MBEs and/or WBEs they intended to use in connection with the performance of the Contract or Task Order, substitutions to the identified firms may only be made with the approval of the Agency, which shall only be given when the Contractor has proposed to use a firm that would satisfy the **Participation Goals** to the same extent as the firm previously identified, unless the Agency determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts. In making such determination, the Agency shall require evidence of the efforts listed in Section 11(a) above, as applicable, along with any other relevant factors.

13. 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.

14. 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.

15. 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 a **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 a **M/WBE Utilization Plan** shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.

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

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

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

ARTICLE II. ENFORCEMENT

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

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

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

- (a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
- (b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
- (c) making a finding that the Contractor is in default of the Contract;
- (d) terminating the Contract;
- (e) declaring the Contractor to be in breach of Contract;
- (f) withholding payment or reimbursement;
- (g) determining not to renew the Contract;
- (h) assessing actual and consequential damages;
- (i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional

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

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

(k) taking any other appropriate remedy.

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

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

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

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

Affirmation

The 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 disclosed in PASSPort.
5. The bidder hereby affirms that is has paid all applicable City income, excise and other taxes for all it has conducted business activities in New York City.
6. 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 shall mean the individual bidder, firm, partnership or corporation executing this bid).

7. 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.

8. 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.
9. 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.
10. 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.
11. 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.
12. M/WBE UTILIZATION PLAN: By signing its bid, the bidder agrees to the M/WBE Vendor Certification and Required Affirmations set forth below, unless a full waiver of the Participation Goals is granted.

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

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 Schedule

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

NOTES:

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

Please refer to the Bid Schedule to determine which specifications apply.

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

Item Number Format	Applicable Specifications
UTL-XXX	Gas Cost Sharing Standard Specifications in the EP7-Pages, located in Volume 3 of 3 herein.
83X.XXX MX.XXX MP XXX NYC-XXX NYCT-XXX NYPD-XXX P XXX PK-XXX	New Sections in the I-Pages, located in Volume 3 of 3 herein.
BMP-XXX	Specifications for Construction of Best Management Practice (BMP) and Mitigation Area in the BMP-Pages, located in Volume 3 of 3 herein.
E XXX ME XXX	Specifications for the Specialty Electrical Works in the EL-Pages, located in Volume 3 of 3 herein.
SL-XXX	NYC DOT Division of Street Lighting Specifications AND NYC Division of Street Lighting Standard Drawings.
T-XXX	NYC DOT Specifications for Traffic Signals and Intelligent Transportation Systems AND NYC DOT Traffic Signal Standard Drawings.
JB XXX	Joint Bid Specifications in the JB-Pages, located in Volume 3 of 3 herein.
8.01 XXX	Specifications for Handling, Transportation and Disposal of Nonhazardous and Potentially Hazardous Contaminated Materials in the HAZ-Pages, located in Volume 3 of 3 herein.
67.XXX	Specifications for Abatement of Coal Tar Wrap Asbestos Containing Materials in the ASB-Pages, located in Volume 3 of 3 herein.
79.11XXX	Specifications for Abatement of Transit Authority Duct Insulation Asbestos Containing Materials in the ASB-Pages, located in Volume 3 of 3 herein.

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, the bidder must submit such information 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 email and will specify the types of information which must be submitted directly to DDC.

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 in 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.

Project References

A. Contracts completed by the bidder

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

Project & Location	Project & Location	Contract Amount (\$000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. (if different from owner)
RED388 Various locations, Brooklyn & Staten Island	Water mains	\$7.7M±	6/23	NYCDDC	Adam Alweiss
QED1050 Various locations, Bronx & Queens	Water mains	\$7M±	5/23	NYCDDC	Franco Mesiti
HWRP20Q1 Various locations, Queens	Pedestrian Ramps	\$10.8M±	12/22	NYCDDC	Howard Jiang
HWK2013GB Gerritsen Beach Area Brooklyn	Storm and sanitary sewer, water mains	\$2.4M±	12/22	NYCDDC Marie Brandao	Sub to Paul J. Scariano, Inc.
SEKBS8 Reconstruction of Existing Sewers, Brooklyn	Emergency Sewer	\$7.8M±	6/22	NYCDDC/DEP	Michael Sullivan
SEQ002539 204 th Street, Queens	Construction of storm and sanitary sewer, and installation of water mains, etc.	\$8.3M±	1/21	NYCDDC	Sub to Paul J. Scariano, Inc.
SEQ200490 95 th Street, Queens	Construction of storm sewer and water mains	\$4M±	5/20	NYCDDC Bill Sifounious	Sub to Paul J. Scariano, Inc.
QED1047 Various Locations, Queens & Bronx	Installation of water mains	\$2.5M±	4/20	NYCDDC	Sub to Paul J. Scariano, Inc.

Project & Location	Project & Location	Contract Amount (\$000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. (if different from owner)
CMM3307 Penn Station Phase I 33 rd Street Entrance	Install Electrical utility ducts	\$1.4M±	1/20	Skanska USA	Adam Smith Adam.smith@skanska.com
SEQNS001 Various Locations, Queens	Construction of storm and sanitary sewers	\$30M±	6/19	NYCDDC	Fares Abdulrazzak
HWWP136A Grand Concourse, Bronx	Construction of sewers, water mains, street lighting and traffic signal work, resurfacing of roadway, curb & sidewalk restoration	\$27M±	12/18	NYCDDC	Donald Granger
HED563 Kingsbridge Road, Queens	Installation of water mains	\$4M±	8/17	NYCDDC	Ali Moallem
SEQ200581 183 rd Street, Queens	Construction of storm and sanitary sewer, and installation of water mains, etc.	\$8M±	4/17	NYCDDC	Donald Granger
QED1015 Various Locations, Queens & Bronx	Installation of water mains	\$5M±	6/15	NYCDDC	Patrick Larkin
SEQ200534 Palo Alto Avenue, Queens	Construction of storm sewer and water mains	\$8M±	11/14	NYCDDC	Donald Granger

B. 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)	Date Scheduled to Completed	Subcontracted to Others (\$000)	Uncompleted Portion	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. (if different from owner)
HWMWTCB6 Vesey St. Reconstruction Manhattan	Water mains, street lighting, private utilities	\$6M±	1/26	\$0.8M±	\$3.5M±	NYCDDC Walkman Wong	N/A
BED819 Manhattan Beach Area, Brooklyn	Water mains, fire alarm, private utilities	\$35M±	12/24	\$3.2M±	\$12.4M±	NYCDDC Marie Brandao	N/A
SEK002383 Dean St., Brooklyn	Combined sewer, water mains, street lighting, private utilities	\$16.2M±	11/25	\$0.8M±	\$12.5M±	NYCDDC Marie Brandao	N/A
SEQS24 Reconstruction of Existing Sewers, South Queens	Emergency Sewer	\$13.8M±	3/25	\$1M±	\$12.5M±	NYCDDC/DEP	Michael Sullivan

C. 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)
LSLRPBX2 Various Locations, Bronx	Replacement of Lead service water lines	\$10.6M±	TBD	DEP	N/A

QUALIFICATION FORM

Name of Contractor: DeBoe Construction Corp.

Name of Project: BED-819 Water Main Replacement in Oriental Blvd

Location of Project: Brooklyn

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

Name: NYCDDC Marie Brandao

Title: Borough Director Phone Number: 917-939-6971

Brief description of the Project completed or the Project in progress: Replacement of water mains as indicated in the contract drawings including furnish, delivering, installing, and restoring aproximattly 1080 house service water connections under a license master plumber

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

Amount of Contract, Subcontract or Sub-subcontract: \$35,324,319.00

Start Date and Completion Date: 9/19/2022 - 9/17/2024

Name of Contractor: DeBoe Construction Corp.

Name of Project: RED-388 Install Distribution Water Mains throughout Brooklyn, & Staten Island

Location of Project: Brooklyn and Staten Island

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

Name: NYCDDC Adam Alweiss

Title: Assistant Commissioner Phone Number: 917-417-6784 alweissa@ddc.nyc.com

Brief description of the Project completed or the Project in progress: Install water mains in connection with new building construction, or to improve the city's water main distribution system pertaining to water quality & fire protection on an as needed basis.

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

Amount of Contract, Subcontract or Sub-subcontract: \$7,662,559.00

Start Date and Completion Date: 7/12/2021 - 6/6/2023

QUALIFICATION FORM

Name of Contractor: DeBoe Construction Corp.

Name of Project: SEK002383 Combined Sewer Install & Water Main Replacement

Location of Project: Dean Street, Brooklyn

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

Name: NYCDDC Marie Brandao

Title: Borough Director Phone Number: 917-939-6971 brandao@ddc.nyc.gov

Brief description of the Project completed or the Project in progress: Installation of combined sewer system and replacement of water main including street restoration at Dean Street, Carlton Ave., and Vanderbilt Ave.

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

Amount of Contract, Subcontract or Sub-subcontract: \$16,233,118

Start Date and Completion Date: 11/12022 - 11/2025

Name of Contractor: DeBoe Construction Corp.

Name of Project: QED-1050 Install Water Mains throughout the Bronx and Queens

Location of Project: The Bronx & Queens

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

Name: NYCDDC Franco Mesiti

Title: Director Phone Number: 917-939-6794 mesitif@ddc.nyc.gov

Brief description of the Project completed or the Project in progress: Install water mains in connection with new building construction, or to improve the city's water main distribution system pertaining to water quality and fire protection. Furnish, deliver, install and restore 460 house service water connection under master plumber.

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

Amount of Contract, Subcontract or Sub-subcontract: \$6,995,148

Start Date and Completion Date: 7/2021 - 5/2023

QUALIFICATION FORM

Name of Contractor: DeBoe Construction Corp.

Name of Project: When & Where Queens SEQNS001

Location of Project: Various Queens Location

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

Name: NYC DDC - Donald Granger

Title: Asst Commissioner Phone Number: 718-391-1968

Brief description of the Project completed or the Project in progress: construction of storm and sanitary sewers/water mains

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

Amount of Contract, Subcontract or Sub-subcontract: \$29M +/-

Start Date and Completion Date: 7/17 - 6/19

Name of Contractor: DeBoe Construction Corp.

Name of Project: Grand Concourse- HWXP136A

Location of Project: Grand Concourse - Bronx

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

Name: NYC DDC- Donald Granger

Title: Asst Commissioner Phone Number: 718-391-1968

Brief description of the Project completed or the Project in progress: reconstruction of grand concourse sewers/water mains

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

Amount of Contract, Subcontract or Sub-subcontract: \$27M +/-

Start Date and Completion Date: 5/14 - 8/17

QUALIFICATION FORM

Name of Contractor: DeBoe Construction Corp.

Name of Project: HWK2013GB Gerritsen Beach

Location of Project: Brooklyn, NY

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

Name: Munaf Patel

Title: Resident Engineer Phone Number: 718-221-4301

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

Reconstruct storm and sanitary sewer, water main, ped ramps, roads, and sidewalks

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

Amount of Contract, Subcontract or Sub-subcontract: \$2,397,097

Start Date and Completion Date: 8/2019-8/2022

Name of Contractor: DeBoe Construction Corp.

Name of Project: HWPR20Q1 REHABILITATION OF PEDESTRIANS RAMPS AT DESIGNATED LOCATIONS-QUEENS

Location of Project: Queens, NY

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

Name: Howard Jiang

Title: Director Phone Number: 917-647-2362

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

Rehabilitation of pedestrian ramps at designated locations within the boundaries of community districts 402, 405, 406, 409, 414, 482 & 484 in the borough of Queens

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

Amount of Contract, Subcontract or Sub-subcontract: \$10,794,007.00

Start Date and Completion Date: 6/2021-12/2022

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

Project ID: SAND1048
ePIN: 85024B0046

TOTAL BID PRICE: \$20,044,000.96

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
Seq. No	Item Number	Line Type	Item Description	Engineer's Estimate of Quantity	Unit	Unit Price	Extended Amount	Price Criteria
1	4.01 RAG	Bid Item	ASPHALT MACADAM PAVEMENT, 6" THICK	2,160.00	S.Y.	\$93.00	\$200,880.00	
2	4.02 AG	Bid Item	ASPHALTIC CONCRETE WEARING COURSE, 3" THICK	15,100.00	S.Y.	\$37.00	\$558,700.00	
3	4.02 CB	Bid Item	ASPHALTIC CONCRETE MIXTURE	730.00	TONS	\$150.00	\$109,500.00	
4	4.04 HB	Bid Item	CONCRETE BASE FOR PAVEMENT, 7" THICK (HIGH-EARLY STRENGTH)	30.00	C.Y.	\$375.00	\$11,250.00	
5	4.04 HF	Bid Item	CONCRETE BASE FOR PAVEMENT, 11" THICK (HIGH-EARLY STRENGTH)	4,800.00	C.Y.	\$375.00	\$1,800,000.00	
6	4.05 AXNP	Bid Item	HIGH EARLY STRENGTH NON-REINFORCED CONCRETE PAVEMENT (PIGMENTED)	230.00	C.Y.	\$375.00	\$86,250.00	
7	4.06	Bid Item	CONCRETE IN STRUCTURES, CLASS A-40	1.00	C.Y.	\$1,000.00	\$1,000.00	
8	4.09 AEB	Bid Item	STRAIGHT STEEL FACED CONCRETE CURB (23" DEEP)	4,320.00	L.F.	\$142.00	\$613,440.00	
9	4.09 AF	Bid Item	STRAIGHT STEEL FACED CONCRETE CURB (27" DEEP)	640.00	L.F.	\$150.00	\$96,000.00	
10	4.09 BEB	Bid Item	DEPRESSED STEEL FACED CONCRETE CURB (23" DEEP)	960.00	L.F.	\$142.00	\$136,320.00	
11	4.09 CEB	Bid Item	CORNER STEEL FACED CONCRETE CURB (23" DEEP)	360.00	L.F.	\$262.00	\$94,320.00	
12	4.09 CF	Bid Item	CORNER STEEL FACED CONCRETE CURB (27" DEEP)	40.00	L.F.	\$272.00	\$10,880.00	
13	4.11 CA	Bid Item	FILL, PLACE MEASUREMENT	1,760.00	C.Y.	\$1.00	\$1,760.00	
14	4.13 AAS	Bid Item	4" CONCRETE SIDEWALK (UNPIGMENTED)	90,050.00	S.F.	\$11.00	\$990,550.00	
15	4.13 BAS	Bid Item	7" CONCRETE SIDEWALK (UNPIGMENTED)	7,900.00	S.F.	\$17.00	\$134,300.00	
16	4.13 BBS	Bid Item	7" CONCRETE SIDEWALK (PIGMENTED)	11,390.00	S.F.	\$18.00	\$205,020.00	
17	4.13 DE	Bid Item	EMBEDDED PREFORMED DETECTABLE WARNING UNITS	900.00	S.F.	\$5.00	\$4,500.00	
18	4.13 DER	Bid Item	EMBEDDED PREFORMED RADIAL DETECTABLE WARNING UNITS	130.00	S.F.	\$5.00	\$650.00	
19	4.13 DS	Bid Item	DETECTABLE WARNING SURFACE - SPECIAL PRECAST	2,910.00	S.F.	\$7.00	\$20,370.00	
20	4.13 DSA	Bid Item	SURFACE APPLIED DETECTABLE WARNING UNITS	100.00	S.F.	\$5.00	\$500.00	
21	4.13 ICB	Bid Item	IMPRINTED CONCRETE BLOCKS	16.00	EACH	\$1,000.00	\$16,000.00	
22	4.14	Bid Item	STEEL REINFORCEMENT BARS	3,400.00	LBS.	\$0.01	\$34.00	
23	4.15	Bid Item	TOPSOIL	17.00	C.Y.	\$175.00	\$2,975.00	
24	4.15 SS	Bid Item	STRUCTURAL SOIL FOUNDATION MATERIAL	1,111.00	C.Y.	\$57.50	\$63,882.50	
25	4.16 AA	Bid Item	TREES REMOVED (4" TO UNDER 12" CALIPER)	3.00	EACH	\$675.00	\$2,025.00	
26	4.16 AB	Bid Item	TREES REMOVED (12" TO UNDER 18" CALIPER)	1.00	EACH	\$1,200.00	\$1,200.00	
27	4.16 BA510	Bid Item	TREES PLANTED, 2-1/2" TO 3" CALIPER, ALL TYPES, IN 5' X 10' TREE PITS	2.00	EACH	\$2,400.00	\$4,800.00	
28	4.16 CA510	Bid Item	TREES PLANTED, 3" TO 3-1/2" CALIPER, ALL TYPES, IN 5' X 10' TREE PITS	8.00	EACH	\$3,200.00	\$25,600.00	
29	4.16 STUMP	Bid Item	STUMP REMOVAL	1.00	EACH	\$750.00	\$750.00	
30	4.17 D3G	Bid Item	SHRUBS PLANTED, DECIDUOUS, 3 GALLON, ALL TYPES	4.00	EACH	\$135.00	\$540.00	
31	4.17 OG1G	Bid Item	ORNAMENTAL GRASS PLANTED, 1 GALLON	1,586.00	GAL.	\$44.00	\$69,784.00	
32	4.17 OG2G	Bid Item	ORNAMENTAL GRASS PLANTED, 2 GALLON	596.00	EACH	\$67.00	\$39,932.00	
33	4.17 OG3G	Bid Item	ORNAMENTAL GRASS PLANTED, 3 GALLON	64.00	EACH	\$121.00	\$7,744.00	
34	4.17 PB	Bid Item	GROUND COVER PLANTED, PERENNIAL BULBS, ALL TYPES	213.00	EACH	\$5.00	\$1,065.00	
35	4.17 PG1G	Bid Item	PERENNIALS OR GROUNDCOVERS, PLANTED, 1 GALLON, ALL TYPES	892.00	EACH	\$46.00	\$41,032.00	
36	4.17 PG2G	Bid Item	PERENNIALS OR GROUNDCOVERS, PLANTED, 2 GALLON, ALL TYPES	1,062.00	EACH	\$66.00	\$70,092.00	
37	4.18 A	Bid Item	MAINTENANCE TREE PRUNING (UNDER 12" CAL.)	28.00	EACH	\$195.00	\$5,460.00	
38	4.18 B	Bid Item	MAINTENANCE TREE PRUNING (12" TO UNDER 18" CAL.)	1.00	EACH	\$235.00	\$235.00	
39	4.21	Bid Item	TREE CONSULTANT	600.00	P/HR	\$65.00	\$39,000.00	
40	50.41C6E16	Bid Item	16" D.I.P. CLASS 56 COMBINED SEWER, ENCASED IN CONCRETE	430.00	L.F.	\$730.00	\$313,900.00	
41	50.41C6E18	Bid Item	18" D.I.P. CLASS 56 COMBINED SEWER, ENCASED IN CONCRETE	130.00	L.F.	\$785.00	\$102,050.00	
42	50.41M6E12	Bid Item	12" D.I.P. CLASS 56 STORM SEWER, ENCASED IN CONCRETE	40.00	L.F.	\$515.00	\$20,600.00	
43	51.21S0B1000V	Bid Item	STANDARD MANHOLE TYPE B-1	4.00	EACH	\$26,000.00	\$104,000.00	
44	51.21S0C1036E	Bid Item	STANDARD MANHOLE TYPE C-1 ON EXISTING 36" SEWER	1.00	EACH	\$39,000.00	\$39,000.00	
45	51.21S0C1048E	Bid Item	STANDARD MANHOLE TYPE C-1 ON EXISTING 48" SEWER	1.00	EACH	\$52,000.00	\$52,000.00	
46	51.23RF	Bid Item	REPLACEMENT OF EXISTING MANHOLE FRAME AND COVER	66.00	EACH	\$1,250.00	\$82,500.00	
47	51.41S001	Bid Item	STANDARD CATCH BASIN, TYPE 1	43.00	EACH	\$15,000.00	\$645,000.00	
48	51.42S1S0	Bid Item	INCREMENTAL COST OF STANDARD CATCH BASIN TYPE 3 WITH CURB PIECE IN LIEU OF STANDARD CATCH BASIN TYPE 1	13.00	EACH	\$7,500.00	\$97,500.00	
49	52.11D12	Bid Item	12" DUCTILE IRON PIPE BASIN CONNECTION	1,300.00	L.F.	\$415.00	\$539,500.00	
50	52.31D06C16	Bid Item	6" DUCTILE IRON PIPE SPUR FOR HOUSE CONNECTION ON 16" D.I.P. COMBINED SEWER	2.00	EACH	\$3,203.00	\$6,406.00	

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Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
Seq. No	Item Number	Line Type	Item Description	Engineer's Estimate of Quantity	Unit	Unit Price	Extended Amount	Price Criteria
51	52.31D08M16	Bid Item	8" DUCTILE IRON PIPE SPUR FOR HOUSE CONNECTION ON 16" D.I.P. STORM SEWER	2.00	EACH	\$3,756.00	\$7,512.00	
52	52.41C08R	Bid Item	8" C.I.S.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	40.00	L.F.	\$100.00	\$4,000.00	
53	52.41V06N	Bid Item	NEW 6" E.S.V.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE	60.00	L.F.	\$100.00	\$6,000.00	
54	53.11DR	Bid Item	TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS	1,120.00	L.F.	\$5.00	\$5,600.00	
55	54.12CS	Bid Item	CLEANING OF DRAINAGE STRUCTURES	100.00	C.Y.	\$1.00	\$100.00	
56	55.11AB	Bid Item	ABANDONING BASINS AND INLETS	29.00	EACH	\$1.00	\$29.00	
57	6.01 AC	Bid Item	CLEARING AND GRUBBING	10.00	S.Y.	\$1.00	\$10.00	
58	6.02 AAN	Bid Item	UNCLASSIFIED EXCAVATION	7,270.00	C.Y.	\$200.00	\$1,454,000.00	
59	6.03 AA	Bid Item	STRIPPING PAVEMENT SURFACE (ASPHALTIC CONCRETE)	270.00	S.Y.	\$100.00	\$27,000.00	
60	6.04 BB	Bid Item	FURNISH NEW GRANITE BLOCK PAVERS	36,240.00	EACH	\$4.00	\$144,960.00	
61	6.04 BC	Bid Item	INSTALL GRANITE BLOCK PAVEMENT (NEW OR CLEANED EXISTING)	755.00	S.Y.	\$100.00	\$75,500.00	
62	6.09	Bid Item	CONCRETE HEADER (6" WIDE X 15" DEEP)	2,370.00	L.F.	\$85.00	\$201,450.00	
63	6.22 F	Bid Item	ADDITIONAL HARDWARE	2,000.00	LBS.	\$2.00	\$4,000.00	
64	6.23 AB	Bid Item	REMOVE EXISTING FIRE ALARM POST	2.00	EACH	\$1,600.00	\$3,200.00	
65	6.23 BA	Bid Item	FURNISH AND INSTALL FIRE ALARM POST AND SUBBASE IN ACCORDANCE WITH F.D. STD. DWG. #141	2.00	EACH	\$3,500.00	\$7,000.00	
66	6.23 BD	Bid Item	FURNISH AND INSTALL 4-PAIR FIRE ALARM CABLE	190.00	L.F.	\$12.00	\$2,280.00	
67	6.23 BFF	Bid Item	FURNISH AND INSTALL FIRE DEPARTMENT 16 WIRE TERMINAL BOX AND TERMINATE FIRE ALARM CABLES	2.00	EACH	\$3,000.00	\$6,000.00	
68	6.23 BGSE	Bid Item	FURNISH AND INSTALL 4" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION)	90.00	L.F.	\$142.00	\$12,780.00	
69	6.23 BHE	Bid Item	FURNISH AND INSTALL 4" 90-DEGREE P.V.C. WIDE BEND, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141 OR #145AA	2.00	EACH	\$800.00	\$1,600.00	
70	6.23 BP	Bid Item	FURNISH AND INSTALL FIRE ALARM PEDESTAL BUMPERS (2 REQUIRED PER SET) IN ACCORDANCE WITH F.D. STD. DWG. #168	2.00	SETS	\$1,500.00	\$3,000.00	
71	6.25 RS	Bid Item	TEMPORARY SIGNS	380.00	S.F.	\$1.00	\$380.00	
72	6.26	Bid Item	TIMBER CURB	33,110.00	L.F.	\$1.00	\$33,110.00	
73	6.28 AA	Bid Item	LIGHTED TIMBER BARRICADES	1,610.00	L.F.	\$1.00	\$1,610.00	
74	6.29 PTM	Bid Item	PERMANENT TUBULAR MARKERS	20.00	EACH	\$1,000.00	\$20,000.00	
75	6.34 ACT	Bid Item	TEMPORARY CHAIN LINK FENCE, 6'-0" HIGH	1,000.00	L.F.	\$1.00	\$1,000.00	
76	6.40 DU	Bid Item	ENGINEER'S FIELD OFFICE (JOINT USE) (TYPE DU)	30.00	MONTH	\$11,500.00	\$345,000.00	
77	6.43 D	Bid Item	DIGITAL PHOTOGRAPHS	3,590.00	SETS	\$17.00	\$61,030.00	
78	6.44	Bid Item	THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	33,380.00	L.F.	\$1.20	\$40,056.00	
79	6.44 L	Bid Item	PAVEMENT MARKINGS - LETTERS AND NUMBERS	30.00	EACH	\$125.00	\$3,750.00	
80	6.44 S	Bid Item	PAVEMENT MARKINGS - SYMBOLS	133.00	EACH	\$207.00	\$27,531.00	
81	6.47 PCA	Bid Item	FURNISH AND INSTALL PERMEABLE CONCRETE PAVERS ON STONE BASE	848.00	S.F.	\$100.00	\$84,800.00	
82	6.49	Bid Item	TEMPORARY PAVEMENT MARKINGS (4" WIDE)	17,010.00	L.F.	\$0.01	\$170.10	
83	6.50	Bid Item	CLEANING OF DRAINAGE STRUCTURES	5.00	EACH	\$0.01	\$0.05	
84	6.52 FED	Bid Item	UNIFORMED FLAGPERSON	1.00	F.S.	\$980,000.00	\$980,000.00	Price bid shall be for the Fixed Sum of: \$980,000.00
85	6.53	Bid Item	REMOVE EXISTING LANE MARKINGS (4" WIDE)	13,340.00	L.F.	\$0.01	\$133.40	
86	6.55	Bid Item	SAWCUTTING EXISTING PAVEMENT	5,760.00	L.F.	\$4.00	\$23,040.00	
87	6.67	Bid Item	SUBBASE COURSE, SELECT GRANULAR MATERIAL	120.00	C.Y.	\$35.00	\$4,200.00	
88	6.68	Bid Item	PLASTIC FILTER FABRIC	750.00	S.Y.	\$1.00	\$750.00	
89	6.74 PER	Bid Item	PERMEABLE PAVER EDGE RESTRAINT	322.00	L.F.	\$100.00	\$32,200.00	
90	6.82 A	Bid Item	REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	360.00	S.F.	\$10.00	\$3,600.00	
91	6.82 B	Bid Item	REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	400.00	L.F.	\$10.00	\$4,000.00	
92	6.83 AA	Bid Item	FURNISHING NEW NON-REFLECTORIZED TRAFFIC SIGNS	60.00	S.F.	\$30.00	\$1,800.00	
93	6.83 AB	Bid Item	FURNISHING NEW TRAFFIC SIGN POSTS	600.00	L.F.	\$30.00	\$18,000.00	
94	6.83 AR	Bid Item	FURNISHING NEW REFLECTORIZED TRAFFIC SIGNS	224.00	S.F.	\$30.00	\$6,720.00	
95	6.83 BA	Bid Item	INSTALLING TRAFFIC SIGNS	290.00	S.F.	\$30.00	\$8,700.00	
96	6.83 BB	Bid Item	INSTALLING TRAFFIC SIGN POSTS	600.00	L.F.	\$30.00	\$18,000.00	

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97	6.86 AA	Bid Item	FURNISHING NEW STREET NAME SIGNS	60.00	S.F.	\$30.00	\$1,800.00	
98	6.86 AB	Bid Item	FURNISHING NEW STREET NAME SIGN POSTS	310.00	L.F.	\$30.00	\$9,300.00	
99	6.86 BA	Bid Item	INSTALLING STREET NAME SIGNS	60.00	S.F.	\$30.00	\$1,800.00	
100	6.86 BB	Bid Item	INSTALLING STREET NAME SIGN POSTS	310.00	L.F.	\$30.00	\$9,300.00	
101	6.86 PS	Bid Item	PANEL SIGNS	3.00	EACH	\$1,000.00	\$3,000.00	
102	6.87	Bid Item	PLASTIC BARRELS	3,620.00	EACH	\$1.00	\$3,620.00	
103	6.91	Bid Item	REFLECTIVE CRACKING MEMBRANE (18" WIDE)	10,190.00	L.F.	\$5.00	\$50,950.00	
104	6.99	Bid Item	AUDIO AND VIDEO DOCUMENTATION SURVEY	1.00	L.S.	\$2,000.00	\$2,000.00	
105	60.11R606	Bid Item	FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	130.00	L.F.	\$51.00	\$6,630.00	
106	60.11R608	Bid Item	FURNISHING AND DELIVERING 8-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	80.00	L.F.	\$80.00	\$6,400.00	
107	60.11R612	Bid Item	FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	750.00	L.F.	\$127.00	\$95,250.00	
108	60.12D06	Bid Item	LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	180.00	L.F.	\$150.00	\$27,000.00	
109	60.12D08	Bid Item	LAYING 8-INCH DUCTILE IRON PIPE AND FITTINGS	110.00	L.F.	\$150.00	\$16,500.00	
110	60.12D12	Bid Item	LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	830.00	L.F.	\$200.00	\$166,000.00	
111	60.13M0A24	Bid Item	FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24-INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	4.00	TONS	\$1,000.00	\$4,000.00	
112	61.11DMM06	Bid Item	FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	13.00	EACH	\$1,600.00	\$20,800.00	
113	61.11DMM08	Bid Item	FURNISHING AND DELIVERING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	2.00	EACH	\$2,500.00	\$5,000.00	
114	61.11DMM12	Bid Item	FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	2.00	EACH	\$4,800.00	\$9,600.00	
115	61.11TWC03	Bid Item	FURNISHING AND DELIVERING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	\$1,235.00	\$1,235.00	
116	61.11TWC04	Bid Item	FURNISHING AND DELIVERING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	\$1,399.00	\$1,399.00	
117	61.12DMM06	Bid Item	SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	13.00	EACH	\$400.00	\$5,200.00	
118	61.12DMM08	Bid Item	SETTING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	2.00	EACH	\$1,500.00	\$3,000.00	
119	61.12DMM12	Bid Item	SETTING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	2.00	EACH	\$1,500.00	\$3,000.00	
120	61.12TWC03	Bid Item	SETTING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	\$1.00	\$1.00	
121	61.12TWC04	Bid Item	SETTING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	\$1.00	\$1.00	
122	62.11SD	Bid Item	FURNISHING AND DELIVERING HYDRANTS	13.00	EACH	\$5,000.00	\$65,000.00	
123	62.12SG	Bid Item	SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	13.00	EACH	\$2,000.00	\$26,000.00	
124	62.13RH	Bid Item	REMOVING HYDRANTS	14.00	EACH	\$1.00	\$14.00	
125	62.14FS	Bid Item	FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	34.00	EACH	\$300.00	\$10,200.00	
126	63.11VC	Bid Item	FURNISHING AND DELIVERING VARIOUS CASTINGS	5.00	TONS	\$1.00	\$5.00	
127	64.11EL	Bid Item	WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2-INCH OR LARGER SCREW TAPS	6.00	EACH	\$675.00	\$4,050.00	
128	64.11ST	Bid Item	WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS	3.00	EACH	\$250.00	\$750.00	
129	64.12ESEG	Bid Item	EXTENDING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	140.00	L.F.	\$1.00	\$140.00	
130	64.12ESLT	Bid Item	EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	140.00	L.F.	\$100.00	\$14,000.00	

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131	64.13WC12	Bid Item	FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 12-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	2.00	EACH	\$1,500.00	\$3,000.00	
132	64.13WC20	Bid Item	FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 20-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	4.00	EACH	\$2,000.00	\$8,000.00	
133	64.14A	Bid Item	REPLACEMENT OF SERVICE LINE UP TO 1 IN, UP TO 40 FT	4.00	EACH	\$7,500.00	\$30,000.00	
134	64.14AL	Bid Item	ADDITIONAL LENGTH OF SERVICE LINE UP TO 1 IN BEYOND 40 FT	20.00	L.F.	\$30.00	\$600.00	
135	64.14AM	Bid Item	REPLACEMENT OF SERVICE LINE UP TO 1 IN BETWEEN BUILDING CONTROL VALVE AND METER	20.00	L.F.	\$30.00	\$600.00	
136	64.14B	Bid Item	REPLACEMENT OF SERVICE LINE 1-1/4 TO 2 IN, UP TO 40 FT	4.00	EACH	\$7,500.00	\$30,000.00	
137	64.14BL	Bid Item	ADDITIONAL LENGTH OF SERVICE LINE 1 -1/4 TO 2 IN BEYOND 40 FT	20.00	L.F.	\$45.00	\$900.00	
138	64.14BM	Bid Item	REPLACEMENT OF SERVICE LINE 1-1/4 TO 2 IN, BETWEEN BUILDING CONTROL VALVE AND METER	20.00	L.F.	\$45.00	\$900.00	
139	64.14V	Bid Item	INSTALL NEW BUILDING CONTROL VALVE 2 IN AND UNDER	4.00	EACH	\$500.00	\$2,000.00	
140	65.11BR	Bid Item	FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	250.00	LBS.	\$1.00	\$250.00	
141	65.21PS	Bid Item	FURNISHING AND PLACING POLYETHYLENE SLEEVE	850.00	L.F.	\$2.00	\$1,700.00	Unit price bid shall not be less than: \$2.00
142	65.31FF	Bid Item	FURNISHING, DELIVERING AND PLACING FILTER FABRIC	5,480.00	S.F.	\$1.00	\$5,480.00	Unit price bid shall not be less than: \$1.00
143	65.71SG	Bid Item	FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	50.00	C.Y.	\$1.00	\$50.00	
144	7.13 B	Bid Item	MAINTENANCE OF SITE	24.00	MONTH	\$10,000.00	\$240,000.00	
145	7.16 D	Bid Item	TEST PITS	200.00	C.Y.	\$1.00	\$200.00	
146	7.30 A	Bid Item	REMOVAL OF TRACK	1,200.00	C.Y.	\$50.00	\$60,000.00	
147	7.30 NTRS	Bid Item	FURNISH AND INSTALL NEW TEE RAIL - STRAIGHT SECTION	1,500.00	L.F.	\$300.00	\$450,000.00	
148	7.31 A	Bid Item	DEMOLITION OF ROADWAY VAULTS	4,760.00	C.Y.	\$35.00	\$166,600.00	
149	7.31 B	Bid Item	DEMOLITION OF TROLLEY TRACK TRUSS BLOCKS	50.00	C.Y.	\$100.00	\$5,000.00	
150	7.35	Bid Item	PEDESTRIAN CHANNELIZER	6,130.00	L.F.	\$1.00	\$6,130.00	
151	7.88 AA	Bid Item	RODENT INFESTATION SURVEY AND MONITORING	1.00	L.S.	\$5,000.00	\$5,000.00	Unit price bid shall not be less than: \$5,000.00
152	7.88 AB	Bid Item	RODENT BAIT STATIONS	310.00	EACH	\$71.00	\$22,010.00	Unit price bid shall not be less than: \$71.00
153	7.88 AC	Bid Item	BAITING OF RODENT BAIT STATIONS	310.00	EACH	\$12.00	\$3,720.00	Unit price bid shall not be less than: \$12.00
154	7.88 AD	Bid Item	WATERBUG BAIT APPLICATIONS	20.00	BLOCK	\$79.00	\$1,580.00	Unit price bid shall not be less than: \$79.00
155	70.12AN	Bid Item	CONTINUOUS FLIGHT AUGER (CFA) PILES	920.00	V.F.	\$400.00	\$368,000.00	
156	70.12AT	Bid Item	CONTINUOUS FLIGHT AUGER (CFA) PILES, LOAD TEST	2.00	EACH	\$50,000.00	\$100,000.00	
157	70.31FN	Bid Item	FENCING	600.00	L.F.	\$3.00	\$1,800.00	Unit price bid shall not be less than: \$3.00
158	70.51EO	Bid Item	EXCAVATION OF BOULDERS IN OPEN CUT	20.00	C.Y.	\$120.00	\$2,400.00	Unit price bid shall not be less than: \$120.00
159	70.61RE	Bid Item	ROCK EXCAVATION	10.00	C.Y.	\$1.00	\$10.00	
160	70.71BS	Bid Item	BROKEN STONE	30.00	C.Y.	\$15.00	\$450.00	Unit price bid shall not be less than: \$15.00
161	70.81CB	Bid Item	CLEAN BACKFILL	120.00	C.Y.	\$30.00	\$3,600.00	Unit price bid shall not be less than: \$30.00
162	72.11HF	Bid Item	HYDRAULIC FILL FOR ABANDONED SEWERS AND WATER MAINS	50.00	C.Y.	\$1.00	\$50.00	
163	73.11AB	Bid Item	ADDITIONAL BRICK MASONRY	20.00	C.Y.	\$78.00	\$1,560.00	Unit price bid shall not be less than: \$78.00
164	73.21AC	Bid Item	ADDITIONAL CONCRETE	15.00	C.Y.	\$100.00	\$1,500.00	Unit price bid shall not be less than: \$100.00
165	73.31AE0	Bid Item	ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS)	30.00	C.Y.	\$50.00	\$1,500.00	Unit price bid shall not be less than: \$50.00
166	73.41AG	Bid Item	ADDITIONAL SELECT GRANULAR BACKFILL	30.00	C.Y.	\$30.00	\$900.00	Unit price bid shall not be less than: \$30.00
167	73.51AS	Bid Item	ADDITIONAL STEEL REINFORCING BARS	300.00	LBS.	\$1.00	\$300.00	Unit price bid shall not be less than: \$1.00
168	76.11CR	Bid Item	CONSTRUCTION REPORT	1.00	L.S.	\$25,000.00	\$25,000.00	
169	76.31CM	Bid Item	CONTINUOUS REAL-TIME MONITORING FOR VIBRATIONS AND MOVEMENTS AND POST-CONSTRUCTION REPORT	2.00	MONTH	\$50,000.00	\$100,000.00	
170	8.01 C1	Bid Item	HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL	6,130.00	TONS	\$85.00	\$521,050.00	Unit price bid shall not be less than: \$85.00
171	8.01 C2	Bid Item	SAMPLING AND TESTING OF CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PURPOSES	11.00	SETS	\$2,000.00	\$22,000.00	Unit price bid shall not be less than: \$2,000.00
172	8.01 H	Bid Item	HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL	680.00	TONS	\$400.00	\$272,000.00	Unit price bid shall not be less than: \$400.00
173	8.01 S	Bid Item	HEALTH AND SAFETY	1.00	L.S.	\$20,000.00	\$20,000.00	Unit price bid shall not be less than: \$20,000.00

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174	8.01 W1	Bid Item	REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER	60.00	DAY	\$1,700.00	\$102,000.00	Unit price bid shall not be less than: \$1,700.00
175	8.01 W2	Bid Item	SAMPLING AND TESTING OF CONTAMINATED WATER	30.00	SETS	\$1,400.00	\$42,000.00	Unit price bid shall not be less than: \$1,400.00
176	8.02 A	Bid Item	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	23,180.00	S.F.	\$1.00	\$23,180.00	
177	8.02 B	Bid Item	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	1,470.00	L.F.	\$1.00	\$1,470.00	
178	8.32	Bid Item	BARK CHIP MULCH	100.00	S.Y.	\$50.00	\$5,000.00	
179	8.52	Bid Item	ALLOWANCE FOR WAYFINDING TOTEMS	1.00	F.S	\$20,000.00	\$20,000.00	Price bid shall be for the Fixed Sum of: \$20,000.00
180	8.52 WSF-A	Bid Item	WAYFINDING SIGN FOOTING TYPE A	2.00	EACH	\$1,500.00	\$3,000.00	
181	9.04 HW	Bid Item	ALLOWANCE FOR ANTI-FREEZE ADDITIVE IN CONCRETE	1.00	F.S	\$25,000.00	\$25,000.00	Price bid shall be for the Fixed Sum of: \$25,000.00
182	9.23	Bid Item	PRICE ADJUSTMENTS	1.00	F.S	\$80,000.00	\$80,000.00	Price bid shall be for the Fixed Sum of: \$80,000.00
183	9.28	Bid Item	EXPANDED WORK ALLOWANCE	1.00	F.S	\$275,000.00	\$275,000.00	Price bid shall be for the Fixed Sum of: \$275,000.00
184	9.30	Bid Item	STORM WATER POLLUTION PREVENTION	1.00	L.S.	\$95,000.00	\$95,000.00	
185	HW-900-AVV	Bid Item	ALLOWANCE FOR ADDITIONAL VAULT RELATED WORK	1.00	F.S	\$300,000.00	\$300,000.00	Price bid shall be for the Fixed Sum of: \$300,000.00
186	SL-20.02.02	Bid Item	F&I STANDARD TYPE ANCHOR BOLT FDN, AS PER DWG FDN-001.	56.00	EACH	\$1,100.00	\$61,600.00	
187	SL-20.08.01	Bid Item	RMV STANDARD TYPE ANCHOR BOLT CONCRETE FDN	22.00	EACH	\$250.00	\$5,500.00	
188	SL-21.03.02	Bid Item	FURNISH AND INSTALL TYPE 8S LAMPOST WITH TRANSFORMER BASE	56.00	EACH	\$3,800.00	\$212,800.00	
189	SL-21.09.05	Bid Item	RMV STANDARD FABRICATED STEEL LPs WITH ARM(S), LUM.(S), CONTROL(S) AND ALL ATTACHMENTS, IF ANY.	22.00	EACH	\$850.00	\$18,700.00	
190	SL-21.09.08	Bid Item	RMV ALL STREET LIGHTING EQUIPMENT FROM TYPE "M-2" TRAFFIC POST (ARM(S), P.E.C., LUM.(S), SHAFT EXT., WIRING, ETC.).	1.00	EACH	\$1,100.00	\$1,100.00	
191	SL-22.16.05	Bid Item	FURNISH AND INSTALL ROADWAY TYPE LED FIXTURE AS PER SPECIFICATION 466 WITH PEC RECEPTACLE LUM-001	59.00	EACH	\$625.00	\$36,875.00	
192	SL-24.02.02	Bid Item	FURNISH AND INSTALL FABRICATED STEEL 8 Ft. ARM ON LAMPOST OR "M-2" TRAFFIC POLE SHAFT EXTENSION.	4.00	EACH	\$1,500.00	\$6,000.00	
193	SL-24.02.16	Bid Item	FURNISH AND INSTALL FABRICATED STEEL 7 FT. SHAFT EXTENSION (SINGLE ARM) FOR "M-2" TRAFFIC POST AS PER DWGS SL-MIS-001	4.00	EACH	\$1,600.00	\$6,400.00	
194	SL-26.01.04	Bid Item	FURNISH AND INSTALL LONG LIFE PHOTO ELECTRIC CONTROL WITH SURGE WITH SURGE PROTECTION FOR LED LIGHT AS PER SPEC# 504	60.00	EACH	\$140.00	\$8,400.00	
195	SL-29.01.01	Bid Item	FURNISH, INSTALL, MAINTAIN AND REMOVE EQUIPMENT FOR TEMPORARY LIGHTING (PYLON), AS PER DWGS REF-010_1, REF-010_2, AND REF-010_3.	5.00	EACH	\$1,800.00	\$9,000.00	
196	T-1.1	Bid Item	INSTALL TYPE "S" OR "T" FOUNDATION	2.00	EACH	\$1,100.00	\$2,200.00	
197	T-1.20	Bid Item	REMOVE TYPE "M" SERIES FOUNDATION	1.00	EACH	\$250.00	\$250.00	
198	T-1.3	Bid Item	INSTALL TYPE "M2-5S" FOUNDATION	4.00	EACH	\$1,300.00	\$5,200.00	
199	T-1.52	Bid Item	INSTALL ONE ALUMINUM PEDESTRIAN SIGN APS POLE	1.00	EACH	\$900.00	\$900.00	
200	T-2.1	Bid Item	INSTALL TYPE "S-1" OR "T-1" SERIES POST	2.00	EACH	\$1,100.00	\$2,200.00	
201	T-2.24	Bid Item	REMOVE TYPE "M" SERIES POST	1.00	EACH	\$1,100.00	\$1,100.00	
202	T-2.4	Bid Item	INSTALL ONE TYPE "M-2A" POLE WITH TRAFFIC SIGNAL MAST ARM ASSEMBLY	1.00	EACH	\$1,300.00	\$1,300.00	
203	T-2.53	Bid Item	INSTALL FIVE-FOOT TALL ALUMINUM TYPE ACCESSIBLE PEDESTRIAN SIGNAL (APS) POLE	1.00	EACH	\$900.00	\$900.00	
204	T-2.7	Bid Item	INSTALL SHAFT ON "M-2" POST	3.00	EACH	\$1,000.00	\$3,000.00	
205	T-20000	Bid Item	FURNISH TEN FOOT ALUMINUM SIGNAL POST TYPE "S-1"	2.00	EACH	\$1,450.00	\$2,900.00	
206	T-20003	Bid Item	5-foot aluminum Accessible Pedestrian Signal (APS) pole	1.00	EACH	\$3,500.00	\$3,500.00	
207	T-20020	Bid Item	a) FURNISH 3/4" ANCHOR BOLT ASSEMBLIES FOR S-1 (EACH) (3 REQUIRED PER POST)	2.00	EACH	\$135.00	\$270.00	
208	T-20160	Bid Item	FURNISH 20 FOOT SIGNAL MAST ARM POLE ASSEMBLY TYPE "M-2"	1.00	EACH	\$6,500.00	\$6,500.00	
209	T-20170	Bid Item	M-2A POLE SHAFT WITH BOLT COVERINGS	3.00	EACH	\$3,400.00	\$10,200.00	
210	T-20184	Bid Item	a) FURNISH 5' EXTENSION ARM ASSEMBLY WITH FITTINGS	1.00	EACH	\$860.00	\$860.00	
211	T-20200	Bid Item	M-2A POLE TRANSFORMER BASE WITH SHAFT	3.00	EACH	\$5,500.00	\$16,500.00	
212	T-20220	Bid Item	c) FURNISH 1-1/4" ANCHOR BOLT ASSEMBLIES FOR M-2 (EACH) (4 REQUIRED PER POST)	4.00	EACH	\$175.00	\$700.00	
213	T-3.1	Bid Item	INSTALL "ONE-WAY" SIGNAL UNIT ON MAST ARM OR TOP OF TRAFFIC POST	3.00	EACH	\$780.00	\$2,340.00	
214	T-3.12	Bid Item	FURNISH AND INSTALL LOUVERS ON SIGNAL UNIT	1.00	EACH	\$350.00	\$350.00	
215	T-3.2	Bid Item	INSTALL "ONE-WAY" SIGNAL UNIT ON THE SHAFT OF ANY POST	2.00	EACH	\$780.00	\$1,560.00	

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

Project ID: SAND1048
ePIN: 85024B0046

TOTAL BID PRICE: \$20,044,000.96

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
Seq. No	Item Number	Line Type	Item Description	Engineer's Estimate of Quantity	Unit	Unit Price	Extended Amount	Price Criteria
216	T-3.40	Bid Item	INSTALL ONE ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITH APS INFORMATION SIGN ON METAL POLE	12.00	EACH	\$940.00	\$11,280.00	
217	T-3.6	Bid Item	INSTALL PEDESTRIAN SIGNAL ON ANY TYPE POST	8.00	EACH	\$780.00	\$6,240.00	
218	T-30013L	Bid Item	FURNISH ADJUSTABLE 3 SECTION 1-WAY, DIE CAST ALUMINUM TRAFFIC SIGNALS 8" - W/LED LENS	5.00	EACH	\$780.00	\$3,900.00	
219	T-31150X	Bid Item	FURNISH "1SA" ALUMINUM DIE CASTINGS AND ASSEMBLY FOR POST SIGNAL MOUNTING	1.00	EACH	\$315.00	\$315.00	
220	T-31200	Bid Item	e) "VB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	2.00	EACH	\$280.00	\$560.00	
221	T-31210	Bid Item	h) "HUB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	7.00	EACH	\$190.00	\$1,330.00	
222	T-31215	Bid Item	b) "2MS"	1.00	EACH	\$275.00	\$275.00	
223	T-31340	Bid Item	f) "VB-P" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	6.00	EACH	\$280.00	\$1,680.00	
224	T-31351	Bid Item	g) "VB-2P" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	1.00	EACH	\$432.00	\$432.00	
225	T-33001-L	Bid Item	FURNISH POLYCARBONATE PEDESTRIAN SIGNAL (16 X 16) W/LED COUNT LENS (SPECIFICATION A-L)	8.00	EACH	\$700.00	\$5,600.00	
226	T-33002	Bid Item	FURNISH AUDIBLE PEDESTRIAN SIGNAL UNIT	12.00	EACH	\$980.00	\$11,760.00	
227	T-5.2	Bid Item	FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN PAVED ROADWAY	250.00	L.F.	\$46.00	\$11,500.00	
228	T-5.50	Bid Item	FURNISH AND INSTALL 2" HDPE UNDERGROUND CONDUIT IN PAVED ROADWAY	350.00	L.F.	\$36.00	\$12,600.00	
229	T-6.10	Bid Item	REMOVE CABLE (INCLUDES OVERHEAD)	700.00	L.F.	\$6.00	\$4,200.00	
230	T-6.2	Bid Item	INSTALL MULTIPLE CABLE (INCLUDES OVERHEAD)	800.00	L.F.	\$8.00	\$6,400.00	
231	T-60000B	Bid Item	FURNISH 2 c # 10B (BREAKDOWN = 2#10 WITH 3RD WIRE FOR GROUNDING).	800.00	L.F.	\$4.69	\$3,752.00	
232	T-60040	Bid Item	c) 7 CONDUCTOR, 14 A.W.G.	90.00	L.F.	\$4.06	\$365.40	
233	T-60190	Bid Item	e) 13 CONDUCTOR, 14 A.W.G.	1,200.00	L.F.	\$4.95	\$5,940.00	
234	T-60200	Bid Item	FURNISH AND INSTALL AUDIBLE PEDESTRIAN SIGNALS CABLE	150.00	L.F.	\$3.25	\$487.50	
235	T-8.8	Bid Item	INSTALL CONCRETE PYLON	4.00	EACH	\$1,600.00	\$6,400.00	
236	T-8.9	Bid Item	REMOVE CONCRETE PYLON	4.00	EACH	\$1,400.00	\$5,600.00	
237	T-81000	Bid Item	FURNISH CONCRETE PYLON	4.00	EACH	\$1,400.00	\$5,600.00	
238	UTL-6.01.1 (NG)	Bid Item	GAS MAIN CROSSING SEWER UP TO 24" IN DIAMETER (\$6.01)	1.00	EACH	\$1,040.00	\$1,040.00	Unit price bid shall not be less than: \$1,040.00
239	UTL-6.01.8 (NG)	Bid Item	GAS SERVICES CROSSING TRENCHES AND/OR EXCAVATIONS (\$6.01)	2.00	EACH	\$550.00	\$1,100.00	Unit price bid shall not be less than: \$550.00
240	UTL-6.03 (NG)	Bid Item	REMOVAL OF ABANDONED GAS FACILITIES. ALL SIZES. (\$6.03)	750.00	L.F.	\$15.00	\$11,250.00	Unit price bid shall not be less than: \$15.00
241	UTL-6.03.1 (NG)	Bid Item	REMOVAL OF ABANDONED GAS FACILITIES WITH POSSIBLE COAL TAR WRAP. ALL SIZES. (FOR NATIONAL GRID WORK ONLY) (\$6.03)	300.00	L.F.	\$25.00	\$7,500.00	Unit price bid shall not be less than: \$25.00
242	UTL-6.04 (NG)	Bid Item	ADJUST HARDWARE TO GRADE USING SPACER RINGS/ADAPTORS. (STREET REPAVING.) (\$6.04)	50.00	EACH	\$35.00	\$1,750.00	Unit price bid shall not be less than: \$35.00
243	UTL-6.05 (NG)	Bid Item	ADJUST HARDWARE TO GRADE BY RESETTING. (ROAD RECONSTRUCTION.) (\$6.05)	75.00	EACH	\$65.00	\$4,875.00	Unit price bid shall not be less than: \$65.00
244	UTL-6.06 (NG)	Bid Item	SPECIAL CARE EXCAVATION AND BACKFILLING (\$6.06)	50.00	C.Y.	\$180.00	\$9,000.00	Unit price bid shall not be less than: \$180.00
245	UTL-6.07 (NG)	Bid Item	TEST PITS FOR GAS FACILITIES (\$6.07)	50.00	C.Y.	\$100.00	\$5,000.00	Unit price bid shall not be less than: \$100.00
246	UTL-6.09 (NG)	Bid Item	TRENCH EXCAVATION AND BACKFILL FOR GAS MAINS AND SERVICES. GAS INSTALLED BY OTHERS (FOR NATIONAL GRID WORK ONLY). (\$6.09)	50.00	C.Y.	\$190.00	\$9,500.00	Unit price bid shall not be less than: \$190.00
247	UTL-GCS-2WS (NG)	Bid Item	GAS INTERFERENCES AND ACCOMMODATIONS	1.00	F.S	\$60,000.00	\$60,000.00	Price bid shall be for the Fixed Sum of: \$60,000.00
248	JB-FS-CE	Bid Item	CON EDISON JB FIXED SUM	1.00	F.S	N/A	\$1,309,621.00	Price bid shall be for the Fixed Sum of: \$1,309,621.00
249	JB-FS-NG	Bid Item	NATIONAL GRID JB FIXED SUM	1.00	F.S	N/A	\$306,620.20	Price bid shall be for the Fixed Sum of: \$306,620.20
250	JB-FS-SP	Bid Item	CHARTER-SPECTRUM-TW JB FIXED SUM	1.00	F.S	N/A	\$978.00	Price bid shall be for the Fixed Sum of: \$978.00
251	JB-FS-VZ	Bid Item	ECS-VERIZON JB FIXED SUM	1.00	F.S	N/A	\$1,108,871.00	Price bid shall be for the Fixed Sum of: \$1,108,871.00
		Subtotal	SUBTOTAL				\$18,559,260.15	
6.39 B		Mob	MOBILIZATION	1.00	L.S.	\$1,484,740.81	\$1,484,740.81	BID PRICE OF MOBILIZATION SHALL NOT EXCEED 8% OF THE ABOVE SUB-TOTAL PRICE.

Note applies to JB Specialty Items listed in below: if the same JB Specialty Item is listed multiple times under different utility companies, the bidder must enter the same bid price for that JB Specialty Item. If different prices are entered for the same JB Specialty Item within the Fixed Sum amounts for different utilities, the lowest price will be used for that JB Specialty item for each Fixed Sum amount for every utility.

CE1	N/A	CE Item	JB FIXED SUM PRICE LIST, ACCOMODATION, AND CONTINGENCY WORK	1.00	F.S	N/A	\$1,150,721.00	
CE2	JB 500	CE Item	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	491.00	L.F.	\$5.00	\$2,455.00	Unit price bid shall not be less than: \$5.00

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

Project ID: SAND1048
ePIN: 85024B0046

TOTAL BID PRICE: \$20,044,000.96

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
Seq. No	Item Number	Line Type	Item Description	Engineer's Estimate of Quantity	Unit	Unit Price	Extended Amount	Price Criteria
CE3	JB 501	CE Item	REMOVAL OF ABANDONED MASONRY FOR UTILITY FACILITIES	17.00	C.Y.	\$308.00	\$5,236.00	Unit price bid shall not be less than: \$308.00
CE4	JB 603E.1	CE Item	INSTALL UTILITY CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	2,100.00	L.F.	\$4.00	\$8,400.00	Unit price bid shall not be less than: \$4.00
CE5	JB 636 R	CE Item	REPAIR TO UTILITY STRUCTURES	33.00	C.Y.	\$267.00	\$8,811.00	Unit price bid shall not be less than: \$267.00
CE6	JB 638 N	CE Item	INSTALLATION OF FIELD CONSTRUCTED UTILITIES STRUCTURES.	69.00	C.Y.	\$1,256.00	\$86,664.00	Unit price bid shall not be less than: \$1,256.00
CE7	JB 638 R	CE Item	BREAK OUT AND REMOVE UTILITY STRUCTURE	69.00	C.Y.	\$686.00	\$47,334.00	Unit price bid shall not be less than: \$686.00
	JB-FS-CE	Subtotal	CON EDISON JB FIXED SUM	1.00	F.S	N/A	\$1,309,621.00	Price bid shall be for the Fixed Sum of: \$1,309,621.00
NG1	N/A	NG Item	JB FIXED SUM PRICE LIST, ACCOMODATION, AND CONTINGENCY WORK	1.00	F.S	N/A	\$280,570.20	
NG2	JB 502	NG Item	REMOVAL OF ABANDONED GAS FACILITIES WITH POSSIBLE COAL TAR WRAP, ALL SIZES	350.00	L.F.	\$31.00	\$10,850.00	Unit price bid shall not be less than: \$31.00
NG3	JB 710.1	NG Item	REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON/ PLASTIC PIPES, UP TO AND INCLUDING 12" DIAMETER PIPE	950.00	L.F.	\$16.00	\$15,200.00	Unit price bid shall not be less than: \$16.00
	JB-FS-NG	Subtotal	NATIONAL GRID JB FIXED SUM	1.00	F.S	N/A	\$306,620.20	Price bid shall be for the Fixed Sum of: \$306,620.20
SP1	N/A	SP Item	JB FIXED SUM PRICE LIST, ACCOMODATION, AND CONTINGENCY WORK	1.00	F.S	N/A	\$978.00	
	JB-FS-SP	Subtotal	CHARTER-SPECTRUM-TW JB FIXED SUM	1.00	F.S	N/A	\$978.00	Price bid shall be for the Fixed Sum of: \$978.00
VZ1	N/A	VZ Item	JB FIXED SUM PRICE LIST, ACCOMODATION, AND CONTINGENCY WORK	1.00	F.S	N/A	\$1,047,166.00	
VZ2	JB 403T.2	VZ Item	FURNISH AND INSTALL STEEL PROTECTION PLATES FOR UTILITES FACILITES (3/8" THICK)	150.00	S.F.	\$20.00	\$3,000.00	Unit price bid shall not be less than: \$20.00
VZ3	JB 500	VZ Item	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	1,161.00	L.F.	\$5.00	\$5,805.00	Unit price bid shall not be less than: \$5.00
VZ4	JB 501	VZ Item	REMOVAL OF ABANDONED MASONRY FOR UTILITY FACILITIES	35.00	C.Y.	\$308.00	\$10,780.00	Unit price bid shall not be less than: \$308.00
VZ5	JB 638 NT	VZ Item	INSTALLATION OF FIELD CONSTRUCTED TELEPHONE/COMMUNICATIONS UTILITY STRUCTURE	4.00	C.Y.	\$3,539.00	\$14,156.00	Unit price bid shall not be less than: \$3,539.00
VZ6	JB 638 RT	VZ Item	BREAK OUT AND REMOVE TELEPHONE/COMMUNICATIONS UTILITY STRUCTURE CONTAINING ACTIVE CABLES	4.00	C.Y.	\$6,991.00	\$27,964.00	Unit price bid shall not be less than: \$6,991.00
	JB-FS-VZ	Subtotal	ECS-VERIZON JB FIXED SUM	1.00	F.S	N/A	\$1,108,871.00	Price bid shall be for the Fixed Sum of: \$1,108,871.00



DeBoe Construction Corp.

325 Westbury Avenue
Carle Place, NY 11514
(516) 997-9615 (718) 341-6786

July 24, 2024

Anika Barrington
NYC Department of Design & Construction
30-30 Thomson Avenue, 1st Floor
Long Island City, NY 11101

RE: Project Specific Information
DDC Project # SAND1048 / 85024B0046

Dear Ms. Barrington,

DeBoe Construction Corp. (DeBoe) has been in business since July 1993 and has been actively installing sewer mains, water mains, and gas mains for the City of New York since July 1996. As the enclosed resume indicates, Christopher DeBonis (Owner/Supervisor) has 30± years of experience in the construction industry.

DeBoe anticipates utilizing the following pieces of machinery and equipment (all are owned):

- 1 Komatsu PC200
- 1 Komatsu PC238
- 2 Komatsu PC360
- 2 Caterpillar 938
- 2 Komatsu WA380
- 3 Caterpillar 450
- Sliderrail System (600lf)
- 1 Vibratory Rollers (5ton)
- 4 Vibratory Rollers (1.5ton)
- 6 Tool Vans
- 4 6 Wheel Dump trucks w/
Compressors
- Air Compressors

Scopes of work such as; Engineering, Photography, Arborist, Electrical, Pile Auguring, Asphalt paving work are slated to be subcontracted.

Key material suppliers include:

- T. Mina Supply, Inc.
- Coastal Pipeline Products Corp. / Oldcastle Precast Corp.
- SRM Concrete / Tec-Crete Transit-Mix
- Willets Point Asphalt / Flushing Asphalt
- Unilock

A preliminary schedule will be provided once there is a commence work date. The following is a preliminary sequence of work for this contract:

- a. Sampling & Testing of contaminated soil
- b. Mobilization
- c. Tree Pruning
- d. Utilities Work & Water Main installation
- e. Utilities Work & Combined Sewer installation
- f. Utilities Work & CB and chute connections installation
- g. Curb installation
- h. Street Light & Traffic Signal work
- i. Sidewalk Installation
- j. Landscaping
- k. Concrete roadbase installation
- l. Roadway final paving and pavement markings

DeBoe expects to finance the project by utilizing both working capital, highlighted by cash on hand and contract receivables, and the \$3,000,000 Business Equity Credit Line with Flushing Bank.

Having worked hand in hand with this agency on multiple occasions and with four projects in progress, DeBoe emerges as the perfect candidate for this contract. Our impeccable track record, coupled with a reputation for delivering outstanding results, makes us highly qualified for this project. The Agency has had nothing but positive experiences with DeBoe, solidifying its standing as a contractor of the highest caliber.

Should you have any questions or require additional documentation, please do not hesitate to contact us.

Sincerely,



Mark Nowicki
Chief Compliance Officer

CHRISTOPHER J. DeBONIS
6 Elks Court
Huntington, New York 11743
516-997-9615

EMPLOYMENT EXPERIENCE:

VICE PRESIDENT - DEBOE CONSTRUCTION CORP.

7/93-Current

Project Executive in charge of all day-to-day operations in the field and management of personnel, oversee Supervisors and Project Managers, liaison and negotiator with city agencies and utility companies and estimation of bids.

ESTIMATOR/FIELD SUPERVISOR

MRD Construction, Inc., Westbury New York

3/95 - 12/95

Estimated costs and profit margins for DEP project #SEX-002196 and SER-002133. Was responsible for submittals of shop drawings, sheeting designs, cut sheets, vendor approvals and subcontractor approvals. Supervised and assisted crew with the excavation, laying of pipe, all other appurtenances and final restoration. Provided progress schedules and daily reports to the resident engineer.

FIELD SUPERVISOR

DeMicco Brothers, Inc. - Bronx, New York

2/94 - 2/95

Director of field operations reporting to owner of company. Responsible for ordering materials, supplies and machinery, recruiting and hiring of employees, termination of employees and daily field reports.

EQUIPMENT OPERATOR

DeMicco Brothers, Inc. - Bronx, New York

8/93 - 1/94

Directly assist foreman and technicians for private sewer contracting firm. Operate complex equipment to refurbish, restore and construct throughout New York/Metropolitan area. Position requires ability to perform a multitude of assignments within designated time frames, under routine and adverse conditions.

EQUIPMENT OPERATOR

Van Tulco Industries - Port Washington, New York

8/90 - 5/93

EQUIPMENT OPERATOR

DeMicco Brothers, Inc. - Bronx, New York

1/84 - 8/90

RENTAL TO VARIOUS CONTRACTORS

Have been on rental to the following contractors the years: Buchram Industries, H.H.M., Underground Equipment, Civetta, E.M.I., Three-Tri Industries, Barwick, NAB, Slattery.

Capable of running the following equipment: Payloaders, dozers, track loaders, backhoes, excavators, rollers and hydraulic cranes.

EDUCATION:

Courses in surveying, blueprint reading and estimating.

St. John's University - Jamaica, New York

B.S. in Criminal Justice, 5/88



careers
businesses
neighborhoods

Kevin D. Kim
Commissioner

1 Liberty Plaza
11th Floor
New York, NY 10006

212.513.6300 tel
212.618.8891 fax
711 NY Relay

DLS File #223CY391

September 26, 2023

Dominic Parisi
Chief Operating Officer
DeBoe Construction Corp.
325 Westbury Avenue
Carle Place, NY 11514

RE: **Department of Design and Construction (DDC); Project # EC-SEQS24 /PIN #85024B0004; Reconstruction of Existing Sewers; Borough of Queens; Contract Value: \$13,839,174.49; Certificate of Approval.**

Dear Dominic Parisi :

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

Contingent upon **DeBoe Construction Corp.**'s ongoing compliance with E.O. 50 and Chapter 56, this approval shall be effective for the three (3) year period commencing on **September 26, 2023** and terminating on **September 25, 2026**. **The determination for a three-year approval only exempts contractors from completing the policy and procedure section of the employment report on future contracts within the three-year period.** However, a Construction employment report must be submitted for each new project. In addition, **DeBoe Construction Corp.** must regularly submit to DLS the **Monthly Workforce Utilization Table and Payroll Records** However, a Construction employment report must be submitted for each new project as explained during the E-PAC Training.

PAGE TWO

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

Please direct all correspondence to Fareha Mazumder, Compliance Officer. Should you have any questions regarding this letter, you may contact Fareha Mazumder at fmazumder@sbs.nyc.gov.

Very truly yours,

Miri Shpuza/MS
Chief Vendor Compliance Officer
DEFO/DLS

c: Karen General (DDC)
Fareha Mazumder (DSBS)
File



**Department of
Design and
Construction**

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

TO BE FILLED IN BY THE BIDDER:

BIDDER'S NAME:

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

NUMBER OF ADDENDUMS RECEIVED
AND ATTACHED TO BID:
_____ ADDENDUMS

DDC CLIENT AGENCY:
DEPARTMENT OF TRANSPORTATION
PREPARED BY:
AECOM USA, INC.
DATE PREPARED:
01/05/2024



VOLUME 2 OF 3

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

PROJECT ID: SAND1048

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

RECONSTRUCTION OF SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY

INCLUDING ROADWAY RECONSTRUCTION, SEWER AND
WATER MAIN, STREET LIGHTING AND TRAFFIC SIGNAL,
LANDSCAPING WORK

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

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
INFORMATION FOR BIDDERS
December 2021

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

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1. Description and Location of Work

The description and location of the work for which bids are requested are specified in the PASSPort RFX field "Description".

2. Time and Place for Receipt of Bids

Sealed bids shall be received on or before the date and hour specified in the PASSPort RFX, at which time they will be publicly opened and read aloud in the presence of the Commissioner or the Commissioner's 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 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 in the PASSPort RFX.

5. Pre-Bid Conference

A pre-bid conference shall be held as set forth in the PASSPort RFX. 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 the PASSPort RFX.

7. Bidder's Oath

- (A) The bid shall be properly signed by an authorized representative of the bidder and the bid shall be verified by the written oath of the authorized representative who signed the bid, that the several matters stated and information furnished therein are in all aspects true.
- (B) A materially false statement willfully or fraudulently made in connection with the bid or any of the forms completed and submitted with the bid may result in the termination of any Contract between the City and the Bidder. As a result, the Bidder may be barred from participating in future City contracts as well as be subject to possible criminal prosecution.

8. Examination and Viewing of Site, Consideration of Other Sources of Information and Changed Conditions

- (A) Pre-Bidding (Investigation) Viewing of Site - Bidders must carefully view and examine the site of the proposed work, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions on, about or above the site relating to or affecting in any way the performance of the work to be done under the Contract which were or should have been indicated to a reasonably prudent bidder. To arrange a date for visiting the work site, bidders are to contact the Agency Contact person specified in The PASSPort RFx.
- (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 the Commissioner finds that they do so materially differ, or that they could not reasonably have been anticipated by the contractor and were not anticipated by the City, the Contract may be modified with the Commissioner's 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 the PASSPort RFX, 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 the bidder's option, may ask to be relieved of the bidder's 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.
- (B) When the Agency has determined that the Invitation for Bids is to be canceled and that use of negotiation is appropriate to complete the acquisition, the contracting officer may negotiate and award the Contract without issuing a new solicitation, subject to the following conditions:
- (1) prior notice of the intention to negotiate and a reasonable opportunity to negotiate have been given by the contracting officer to each responsible bidder that submitted a bid in response to the Invitation for Bids;
 - (2) the negotiated price is the lowest negotiated price offered by a responsible bidder; and
 - (3) the negotiated price is lower than the lowest rejected bid price of a responsible bidder that submitted a bid in response to the Invitation for Bids.

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

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

23. Affirmative Action and Equal Employment Opportunity

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

24. PASSPort COMPLIANCE

All vendors that intend to do business with the City of New York must complete a disclosure process in order to be considered for a contract. This disclosure process was formerly completed using Vendor Information Exchange System (VENDEX) paper-based forms. The City of New York has moved collection of vendor disclosure information online. In early August 2017, the New York City Mayor's Office of Contract Services (MOCS) launched the Procurement and Sourcing Solutions Portal (PASSPort), a new online procurement system that replaced the paper-VENDEX process. In anticipation of awards, all bidders must create online accounts in the new PASSPort system, and

file all disclosure information using PASSPort. Paper submissions, including certifications of no changes to existing VENDEX packages, will not be accepted in lieu of complete online filings using PASSPort.

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

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

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

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

25. Complaints About the Bid Process

The New York City Comptroller is charged with the audit of contracts in New York City. Any vendor who believes that there has been unfairness, favoritism or impropriety in the bid process should inform the Comptroller, Office of Contract Administration, One Centre Street, Room 835, New York, New York; telephone number (212)669-2323.

26. Bid, Performance and Payment Security

(A) Bid Security: Each bid must be accompanied by bid security in an amount and type specified in the PASSPort RfX questionnaire. 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 the PASSPort RfX. 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 the PASSPort RfX. The performance and payment security shall be delivered by the contractor prior to or at the time of execution of the Contract. If a contractor fails to deliver the required performance and payment security, its bid security shall be enforced, and an award of Contract may be made to the next lowest responsible and responsive bidder, or the contract may be rebid.

(C) Acceptable Types of Security: Acceptable types of security for bids, performance, and payment shall be limited to the following:

- (1) a one-time bond in a form satisfactory to the City;
- (2) a bank certified check or money order;
- (3) obligations of the City of New York; or
- (4) other financial instruments as determined by the Office of Construction in consultation with the Comptroller.

Whenever the successful bidder deposits obligations of the City of New York as performance and payment security, the Comptroller may sell and use the proceeds thereof for any purpose for which the principal or

surety on such bond would be liable under the terms of the Contract. If the money is deposited with the Comptroller, the successful bidder shall not be entitled to receive interest on such money from the City.

- (D) Form of Bonds: Security provided in the form of bonds must be prepared on the form of bonds authorized by the City of New York. Forms for bid, performance, and payment bonds are included in the Invitation for Bids Documents. Such bonds must have as surety thereunder such surety company or companies as are: (1) approved by the City of New York; (2) authorized to do business in the State of New York, and (3) approved by the Department of the Treasury of the United States. Premiums for any required bonds must be included in the base bid.

The bidder is advised that submission of a bid bond where the surety on such bond fails to meet the criteria set forth herein, shall result in the rejection of the bid as non-responsive.

The Department of the Treasury of the United States advises that information concerning approved surety companies may be obtained as follows: (1) from the Government Printing Office at 215-364-6465; (2) through the Internet at <https://www.fiscal.treasury.gov/surety-bonds/>.

- (E) Power of Attorney: Attorneys in fact who sign bid, performance, or payment bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

27. Failure to Execute Contract

In the event of failure of the successful bidder to execute the Contract and furnish the required security within ten (10) days after notice of the award of the Contract, the deposit of the successful bidder or so much thereof as shall be applicable to the amount of the award made shall be retained by the City, and the successful bidder shall be liable for and hereby agrees to pay on demand the difference between the price bid and the price for which such Contract shall be subsequently awarded, including the cost of any required reletting and less the amount of such deposit. No plea of mistake in such accepted bid shall be available to the bidder for the recovery of the deposit or as a defense to any action based upon such accepted bid. Further, should the bidder's failure to comply with this Section cause any funding agency, body or group (Federal, State, City, Public, Private, etc.) to terminate, cancel or reduce the funding on this project, the bidder in such event shall be liable also to the City for the amount of actual funding withdrawn by such agency on this project, less the amount of the forfeited deposit.

28. Bidder Responsibilities and Qualifications

- (A) Bidders must include with their bids all information necessary for a determination of bidder responsibility, as set forth in the Specifications.
- (B) The Agency may require any bidder or prospective bidder to furnish all books of account, records, vouchers, statements or other information concerning the bidder's financial status for examination as may be required by the Agency to ascertain the bidder's responsibility and capability to perform the Contract. If required, a bidder must also submit a sworn statement setting forth such information as the Agency may require concerning present and proposed plant and equipment, the personnel and qualifications of the bidder's 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 the bidder's 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 PASSPort Vendor Profile.

30. Labor Law Requirements

- (A) General: The successful bidder will be required to comply strictly with all Federal, State and local labor laws and regulations.
- (B) New York State Labor Law: This Contract is subject to New York State Labor Law Section 220, which requires that construction workers on the site be paid prevailing wages and supplements. The Contractor is reminded that all wage provisions of this Contract will be enforced strictly and failure to comply will be considered when evaluating performance. Noncompliance may result in the contractor being debarred by the City from future contracts. Complaints filed with the Comptroller may result in decisions which may debar a contractor from bidding contracts with any state governmental entity and other political subdivisions.
- (C) Records: The Contractor is expected to submit accurate payroll reports and other required documents and verify attendance and job classifications being utilized in compliance with the law, Contract provisions and agency procedures.

31. Insurance

- (A) Bidders are advised that the insurance requirements contained herein are regarded as material terms of the Contract. As required by Article 22 of the Contract, the contractor must effect and maintain with companies licensed and authorized to do business in the State of New York, the types of insurance set forth therein, when required by and in the amounts set forth in Schedule A of the General Conditions. Such required insurance must be provided from the date the contractor is ordered to commence work and up to the date of final acceptance of all required work.
- (B) The contractor must, within ten days of receipt of the notice of award, submit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A of the General Conditions, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by Section 57 of the New York State Workers' Compensation Law and Section 220 of the Disability Benefits Law.

32. Lump Sum Contracts

- (A) Comparison of Bids: Bids on Lump Sum Contracts will be compared on the basis of the lump sum price bid, adjusted for alternate prices bid, if any.
- (B) Lump Sum Bids for "General Construction Work" which include excavation shall include all necessary excavation work defined in the Specifications as being included in the lump sum bid. The bidder shall also bid a unit price for the additional cost of excavating material which is defined in the Specifications as excavation for which additional payment will be made. The total estimated additional cost of removing such material will be taken as the quantity set forth in the Engineer's Estimate multiplied by the unit price bid. This total estimated cost of additional excavation shall be added to the lump sum bid for the General Construction Work for the purpose of comparing bids to determine the low bidder.
- (C) Variations from Engineer's Estimate: The Engineer's Estimate of the quantity of excavation for which additional payment will be made is approximate only and is given solely to be used as a uniform basis for the comparison of bids and such estimate is not to be considered as part of this contract. The quantities actually required to complete the contract work may be more or less than the quantities in the Engineer's Estimate and, if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

33. Unit Price Contracts

- (A) Comparison of Bids: Bids on Unit Price Contracts will be compared on the basis of a total estimated price,

arrived at by taking the sum of the estimated quantities of such items, in accordance with the Engineer's Estimate of Quantities set forth in the Bid Schedule, multiplied by the corresponding unit prices, and including any lump sum bids on individual items.

(B) Variations from Engineer's Estimate: Bidders are warned that the Engineer's Estimate of Quantities on the various items of work and materials is approximate only, given solely to be used as a uniform basis for the comparison of bids, and is not be considered part of this contract. The quantities actually required to complete the contract work may be less or more than so estimated, and if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

(C) Overruns: The terms and conditions applicable to overruns of unit price items are set forth in Article 26 of the Contract.

34. Excise Tax

Bidders are referred to the Specifications for information on Federal Excise Tax exemptions.

35. Licenses and Permits

The successful bidder will be required to obtain all necessary licenses and permits necessary to perform the work.

36. Multiple Prime Contractors

If more than one prime contractor will be involved on this project, all contractors are required to examine the Invitation for Bid packages for all other parts of the project.

37. Locally Based Enterprise Requirements (LBE)

This Contract is subject to the requirements of Administrative Code, Section 6-108.1, and the regulations promulgated thereunder. No construction contract will be awarded unless and until these requirements have been complied with in their entirety. The bidder is advised of the provisions set forth below, as well as the provisions with respect to the Locally Based Enterprise Program contained in Article 67 of the Contract. The contractor is advised that:

(A) If any portion of the Contract is subcontracted, not less than ten percent of the total dollar amount of the contract shall be awarded to locally based enterprises ("LBEs"); except, where less than ten percent of the total dollar amount of the Contract is subcontracted, such lesser percentage shall be so awarded.

(B) No contractor shall require performance and payment bonds from LBE subcontractors.

(C) No Contract shall be awarded unless the contractor first identifies in its bid:

(1) the percentage, dollar amount and type of work to be subcontracted; and

(2) the percentage, dollar amount and type of work to be subcontracted to LBEs.

(D) Within ten calendar days after notification of low bid, the apparent low bidder shall submit an "LBE Participation Schedule" to the contracting agency. If such schedule does not identify sufficient LBE subcontractors to meet the requirements of Administrative Code Section 6-108.1, the apparent low bidder shall submit documentation of its good faith efforts to meet such requirements.

(1) The "LBE Participation Schedule" shall include:

(a) the name and address of each LBE that will be given a subcontract,

(b) the percentage, dollar amount and type of work to be subcontracted to the LBE, and

(c) the dates when the LBE subcontract work will commence and end.

(2) The following documents shall be attached to the "LBE Participation Schedule":

(a) verification letters from each subcontractor listed in the "LBE Participation Schedule" stating that the LBE will enter into a formal agreement for work,

- (b) certification documents of any proposed LBE subcontractor which is not on the LBE certified list, and
 - (c) copies of the certification letter of any proposed subcontractor which is an LBE.
- (3) Documentation of good faith efforts to achieve the required LBE percentage shall include as appropriate but not limited to the following:
- (a) attendance at prebid meetings, when scheduled by the agency, to advise bidders of contract requirements;
 - (b) advertisement where appropriate in general circulation media, trade association publications and small business media of the specific subcontracts that would be at least equal to the percentage goal for LBE utilization specified by the contractor;
 - (c) written notification to association of small, minority and women contractors soliciting specific subcontractors;
 - (d) written notification by certified mail to LBE firms that their interest in the contract is solicited for specific work items and their estimated values;
 - (e) demonstration of efforts made to select portions of the work for performance by LBE firms in order to increase the likelihood of achieving the stated goal;
 - (f) documented efforts to negotiate with LBE firms for specific subcontracts, including at a minimum:
 - (i) The names, address and telephone numbers of LBE firms that are contacted;
 - (ii) A description of the information provided to LBE firms regarding the plans and specifications for portions of the work to be performed;
 - (iii) Documentation showing that no reasonable price can be obtained from LBE firms;
 - (iv) A statement of why agreements with LBE firms were not reached;
 - (g) a statement of the reason for rejecting any LBE firm which the contractor deemed to be unqualified; and
 - (h) documentation of efforts made to assist the LBE firms contacted that needed assistance in obtaining required insurance.
- (E) Unless otherwise waived by the Commissioner with the approval of the Office of Economic and Financial Opportunity, failure of a proposed contractor to provide the information required by paragraphs (C) and (D) above may render the bid non-responsive and the Contract may not be awarded to the bidder. If the contractor states that it will subcontract a specific portion of the work, but can demonstrate despite good faith efforts it cannot achieve its required LBE percentage for subcontracted work until after award of Contract, the Contract may be awarded, subject to a letter of compliance from the contractor stating that it will comply with Administrative Code Section 6-108.1 and subject to approval by the Commissioner. If the contractor has not met its required LBE percentage prior to award, the contractor shall demonstrate that a good faith effort has been made subsequent to award to obtain LBEs on each subcontract until it meets the required percentage.
- (F) When a bidder indicates prior to award that no work will be subcontracted, no work may be subcontracted without the prior written approval of the Commissioner, which shall be granted only if the contractor in good faith seeks LBE subcontractors at least six weeks prior to the start of work.
- (G) The contractor may not substitute or change any LBE which was identified prior to award of the contract without the written permission of the Commissioner. The contractor shall make a written application to the Commissioner for permission to make such substitution or change, explaining why the contractor needs to change its LBE subcontractor and how the contractor will meet its LBE subcontracting requirement. Copies of such application must be served on the originally identified LBE by certified mail return receipt requested,

as well as the proposed substitute LBE. The Commissioner shall determine whether or not to grant the contractor's request for substitution.

38. Bid Submission Requirements

The Bid Submission Requirements are set forth in the PASSPort RFx.

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.

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CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
SAFETY REQUIREMENTS FOR CONSTRUCTION
CONTRACTS

January 2020

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

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

I. POLICY ON SITE SAFETY

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

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

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

II. PURPOSE

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

III. DEFINITIONS

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

Competent Person: As defined by OSHA, an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous, or dangerous to employees or the general public, and who has authorization to take prompt corrective measures to eliminate them. This individual will have completed, at a minimum an authorized 30-hour OSHA Construction Safety Course. The Contractor may be required to provide more than one competent person due to construction operations and based on the number of active work sites.

Construction Safety Auditor: A representative of the Office of Construction Safety who provides inspection and assessment services to enhance health and safety on all DDC construction projects. The activities of the Construction Safety Auditor include performing site audits, reviewing safety plans, reviewing construction permits, drawings, verifying Contractor's compliance with applicable federal, state and city laws, rules, regulations, and DDC Contract Safety Requirements, etc. and rendering technical advice and assistance to DDC Resident Engineers and Project Managers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Weekly Safety Meetings: Weekly jobsite safety meetings, given to all jobsite personnel by Contractor, with the purpose of discussing general safety topics and job specific requirements encountered at the DDC work site. Weekly safety meetings will be documented and will include at a minimum, topics, name and signature of the person conducting the meeting, names and signatures of attendees, contractor’s name, DDC Project ID, date, and location.

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

IV. RESPONSIBILITIES

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

A. Resident Engineer

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

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

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

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

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

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

B. Construction Contractors

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

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

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

6. Develop a written Job Hazard Analysis (JHA) that identifies safety hazards and control methods for project specific work tasks. A preliminary JHA will be included in the Site Safety Plan submitted by the Contractor. A JHA is a living document that will be re-evaluated and revised to address new hazards and tasks that may develop during the course of the project and will be present at the worksite and produced upon request.
7. Develop project specific safety procedures to protect employees, general public, and property during all construction activities for the duration of the project.
8. Ensure that all employees are aware of the hazards associated with the project through documented formal and informal training and/or other communications. Conduct and document new employee and site-specific safety orientation for all Contractor and subcontractor personnel to review the hazards associated with the project as identified in the Site Safety Plan and the specific safety procedures and controls that will be used to protect workers, the general public and property. The Project Safety Representative will conduct this training prior to mobilization and if necessary during the course of the project. Documentation will be provided to the RE.
9. Prior to performing any work on DDC projects all Contractor's and subcontractor's employees will, at a minimum, have successfully completed, within the previous five calendar years, an OSHA 10-hour construction safety course.
All training records (OSHA 10-hour, flagger, scaffold, fall protection, confined space, etc.) will be provided to the RE prior to mobilization, included in the Site Safety Plan, kept current during the course of the project, and available for review.
10. Conduct and document weekly safety meetings and daily job briefing sessions for the duration of the project. Attendance at weekly safety meetings and daily job briefing sessions is mandatory. A written record of weekly safety meetings will be available upon request and job briefing sessions will be available at the worksite.
11. As part of the Site Safety Plan, prepare site specific procedures, such as maintenance and protection of traffic plan, steel erection plan, confined space program, fall protection plan, demolition plan, site specific emergency evacuation plan, etc. (if not otherwise provided in the contract documents) and comply with all of its provisions.
12. Have immediately available for review at the project site where actual construction activities are being performed all applicable documentation, including but not limited to: JHAs for work tasks being performed, all required training records, MPT plan (where applicable), Noise and Dust Mitigation Plans, excavation protective system drawings (where applicable), Emergency Evacuation plan, fall protection program (where applicable), confined space program (where applicable), all required permits, daily job briefing records, all required documentation for crane operation (where applicable), daily inspection checklist, scaffold and sidewalk drawings (when applicable), safety data sheets for chemicals in use.
13. Comply with all federal, state and local safety and health rules, laws, and regulations.
14. Comply with all provisions of the Site Safety Plan.
15. Provide, replace, and adequately maintain at or around the project site, suitable and sufficient signage, lights, barricades and enclosures (fences, sidewalk sheds, netting, bracing, etc.). The project specific MPT plan will be developed, implemented, and reviewed during the course of the project.
16. The Project Safety Representative will conduct daily safety inspections, document the inspection results, implement corrective actions for the identified hazards. Maintain the inspection records and have them available upon request.
17. **Report unsafe or unhealthy conditions to the RE as soon as practical, but no more than 24 hours after discovery, and take prompt actions to remove or abate such conditions. Should an imminent dangerous condition be discovered, Contractor will stop all work in the area of danger until corrections are made.**
18. Report all accidents, incidents and near misses involving injuries to workers or the general public, as well as property damage, to the RE within one (1) hour.
19. Following an accident or incident, unless otherwise directed, the Contractor will not remove or alter any equipment, structure, material, or evidence related to the accident or incident. Exception: Immediate emergency procedures taken to secure structures, temporary construction, operations, or equipment that pose a continued imminent danger or facilitate assistance for persons who are trapped or who have sustained bodily injury. Take

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

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

V. SAFETY QUESTIONNAIRE

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

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

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

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

VI. SITE SAFETY PLAN

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

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

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

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

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

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

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

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

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

- A. Reviewing DDC Contract Safety Requirements
- B. Reviewing site-specific safety issues based on a project work scope, location, and any other factors which may impact safety of workers and general public.
- C. Reviewing the Site Safety Plan and JHA requirements.
- D. Reviewing Accident/Incident reporting and investigation procedures.
- E. Reviewing designated safety contacts, roles, and responsibilities.
- F. Discussing planned inspections and audits of the site by the Office of Construction Safety personnel.

VIII. EVALUATION DURING WORK IN PROGRESS

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

- A. Use of a safety checklist by a representative of the Office of Construction Safety (or other designated DDC representative) and the RE during regular inspections and comprehensive audits of the job site. Field Exit Conferences will be held with the RE and Contractor Project Safety Representatives.
- B. The RE will continually monitor the safety and environmental performance of the Contractor's employees and work methods. Deficiencies will be brought to the attention of the Contractor's Project Safety Representative on site for immediate correction. The RE will maintain a written record of these deficiencies and have these records available upon request. Any critical deficiencies will be immediately reported to the Office of Construction Safety via telephone (718)391-1911.
- C. If the Contractor's safety performance during the project is not up to DDC standards (safety performance measure, accident/incident rate, etc.) the Director – Office of Construction Safety, or his/her designee will meet with the Contractor's Project Safety Representative and other representatives, the RE, and the DDC Environmental Specialist (if environmental issues are involved). The purpose of this meeting is to 1) determine the level of non-compliance; 2) explain and clarify the safety/environmental provisions; 3) agree on a future course of action to correct the deficiencies.
- D. If the deficiencies continue, the Commissioner may, without limitation, declare the Contractor in default.
- E. The Contractor will within 1 hour inform the RE of all accidents/incidents/near misses including all fatalities, any injuries to employees or members of the general public, and property damage (e.g., structural damage, equipment rollovers, utility damage, loads dropped from crane). The RE will notify the Office of Construction Safety as per DDC's Construction Safety Emergency and Accident Notification and Response Procedure and will maintain a record of all Contractor accidents/incidents for the project.
- F. The Contractor and the RE will notify the Office of Construction Safety within two (2) hours of the start of any NYS-DOL/ NYC-COSH/ OSHA/ EPA inspections.

IX. SAFETY PERFORMANCE EVALUATION

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

NOTICE TO BIDDERS

Please be advised that the following Riders to the March 2017 New York City Standard Construction Contract have been attached and incorporated in this Invitation for Bid:

- Rider regarding Non-Compensable Delays and Grounds for Extension;
- Rider regarding NYC Earned Safe and Sick Time Act.

Other than provisions specifically delineated in the Riders, all other terms of the March 2017 New York City Standard Construction Contract continue to apply in full force and effect.

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

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

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

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

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

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

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

13.3 Grounds for Extension: If such application is made, the **Contractor** shall be entitled to an extension of time for delay in completion of the **Work** caused solely:

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

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

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

NYC EARNED SAFE AND SICK TIME ACT CONTRACT RIDER

(To supersede Section 4.06 of the January 2018 Appendix A and Section 35.5 of the March 2017 Standard Construction Contract and to be attached to other City contracts and solicitations)

A. *Introduction and General Provisions.*

1. The Earned Safe and Sick Time Act (“ESSTA”), codified at Title 20, Chapter 8 of the New York City Administrative Code, also known as the “Paid Safe and Sick Leave Law,” requires covered employees (as defined in Admin. Code § 20-912) in New York City (“City”) to be provided with paid safe and sick time. Contractors of the City or of other governmental entities may be required to provide safe and sick time pursuant to the ESSTA. The ESSTA is enforced by the City’s Department of Consumer and Worker Protection (“DCWP”), which has promulgated 6 RCNY §§ 7-101 and 201 *et seq.* (“DCWP Rules”).

2. The Contractor agrees to comply in all respects with the ESSTA and the DCWP Rules, and as amended, if applicable, in the performance of this agreement. The Contractor further acknowledges that such compliance is a material term of this agreement and that failure to comply with the ESSTA in performance of this agreement may result in its termination.

3. The Contractor must notify (with a copy to DCWP at ComplianceMonitoring@dcwp.nyc.gov) the Agency Chief Contracting Officer of the City Agency or other entity with whom it is contracting in writing within 10 days of receipt of a complaint (whether oral or written) or notice of investigation regarding the ESSTA involving the performance of this agreement. Additionally, the Contractor must cooperate with DCWP’s guidance and must comply with DCWP’s subpoenas, requests for information, and other document demands as set forth in the ESSTA and the DCWP Rules. More information is available at <https://www1.nyc.gov/site/dca/about/paid-sick-leave-what-employers-need-to-know.page>.

4. Upon conclusion of a DCWP investigation, Contractor will receive a findings letter detailing any employee relief and civil penalties owed. Pursuant to the findings, Contractor will have the opportunity to settle any violations and cure the breach of this agreement caused by failure to comply with the ESSTA either i) without a trial by entering into a consent order or ii) appearing before an impartial judge at the City’s administrative tribunal. In addition to and notwithstanding any other rights and remedies available to the City, non-payment of relief and penalties owed pursuant to a consent order or final adjudication within 30 days of such consent order or final adjudication may result in the termination of this agreement without further opportunity to settle or cure the violations.

5. The ESSTA is briefly summarized below for the convenience of the Contractor. The Contractor is advised to review the ESSTA and the DCWP Rules in their entirety. The Contractor may go to www.nyc.gov/PaidSickLeave for 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 ESSTA and the DCWP Rules. The Contractor acknowledges that it is responsible for compliance with the ESSTA and the DCWP Rules notwithstanding any inconsistent language contained herein.

B. *Pursuant to the ESSTA and DCWP Rules: Applicability, Accrual, and Use.*

1. An employee who works within the City must be provided paid safe and sick time.¹ Employers with one hundred or more employees are required to provide 56 hours of safe and sick time for an employee each calendar year. Employers with fewer than one hundred employees are required to provide 40 hours of sick leave each calendar year. Employers must provide a minimum of one hour of safe and sick time for every 30 hours worked by an employee and compensation for such safe and sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage at the time the paid safe or sick time is taken. Employers are not discouraged or prohibited from providing more generous safe and sick time policies than what the ESSTA requires.

2. Employees have the right to determine how much safe and sick time they will use, provided that an employer may set a reasonable minimum increment for the use of safe and sick time not to exceed four hours per day. For the use of safe time or sick time beyond the set minimum increment, an employer may set fixed periods of up to thirty minutes beyond the minimum increment. In addition, an employee may carry over up to 40 or 56 hours of unused safe and sick time to the following calendar year, provided that no employer is required to carry over unused paid safe and sick time if the employee is paid for such unused safe and sick time and the employer provides the employee with at least the legally required amount of paid safe and sick time for such employee for the immediately subsequent calendar year on the first day of such calendar year.

3. An employee entitled to safe and sick time pursuant to the ESSTA may use safe and sick time for any of the following:

a. 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;

b. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, the child or parent of an employee's spouse or domestic partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;

¹ Pursuant to the ESSTA, if fewer than five employees work for the same employer, and the employer had a net income of less than one million dollars during the previous tax year, such employer has the option of providing such employees uncompensated safe and sick time.

c. closure of such employee's place of business by order of a public official due to a public health emergency;

d. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency; or

e. when the employee or a family member has been the victim of a family offense matter, sexual offense, stalking, or human trafficking:

1. to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;
2. to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future family offense matters, sexual offenses, stalking, or human trafficking;
3. to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
4. to file a complaint or domestic incident report with law enforcement;
5. to meet with a district attorney's office;
6. to enroll children in a new school; or
7. to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic, health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

4. An employer must not require an employee, as a condition of taking safe and sick time, to search for a replacement. However, where the employee's need for safe and sick time is foreseeable, an employer may require an employee to provide reasonable notice of the need to use safe and sick time. For an absence of more than three consecutive work days, an employer may require reasonable documentation that the use of safe and sick time was needed for a reason listed in Admin. Code § 20-914; and/or written confirmation that an employee used safe and sick time pursuant to the ESSTA. However, an employer may not require documentation specifying the nature of a medical condition, require disclosure of the details of a medical condition, or require disclosure of the details of a family offense matter, sexual offense, stalking, or human trafficking, as a condition of providing safe and sick time. Health information and information concerning family offenses, sexual offenses, stalking or human trafficking obtained solely due to an

employee's use of safe and sick time pursuant to the ESSTA must be treated by the employer as confidential. An employer must reimburse an employee for all reasonable costs or expenses incurred in obtaining such documentation for the employer.

5. An employer must provide to all employees a written policy explaining its method of calculating sick time, policies regarding the use of safe and sick time (including any permissible discretionary conditions on use), and policies regarding carry-over of unused time at the end of the year, among other topics. It must provide the policy to employees 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 safe and sick time to an employee because of non-compliance with such a policy.

6. An employer must provide a pay statement or other form of written documentation that informs the employee of the amount of safe/sick time accrued and used during the relevant pay period and the total balance of the employee's accrued safe/sick time available for use.

7. Safe and 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 safe and sick time was used.

C. *Exemptions and Exceptions.* Notwithstanding the above, the ESSTA does not apply to any of the following:

1. an independent contractor who does not meet the definition of employee under N.Y. Labor Law § 190(2);

2. an employee covered by a valid collective bargaining agreement, if the provisions of the ESSTA are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the ESSTA for such employee;

3. 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 their own schedule, has the ability to reject or accept any assignment referred to them, and is paid an average hourly wage that is at least four times the federal minimum wage;

4. an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

5. 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

6. a participant in a Work Experience Program (WEP) under N.Y. Social Services Law § 336-c.

D. *Retaliation Prohibited.* An employer shall not take any adverse action against an employee that penalizes the employee for, or is reasonably likely to deter the employee from or interfere with the employee exercising or attempting in good faith to exercise any right provided by the ESSTA. In addition, an employer shall not interfere with any investigation, proceeding, or hearing pursuant to the ESSTA.

E. *Notice of Rights.*

1. An employer must provide its employees with written notice of their rights pursuant to the ESSTA. Such notice must be in English and the primary language spoken by an employee, provided that DCWP has made available a translation into such language. Downloadable notices are available on DCWP's website at <https://www1.nyc.gov/site/dca/about/Paid-Safe-Sick-Leave-Notice-of-Employee-Rights.page>. The notice must be provided to the employees by a method that reasonably ensures personal receipt by the employee.

2. Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed \$50.00 for each employee who was not given appropriate notice.

F. *Records.* An employer must retain records documenting its compliance with the ESSTA for a period of at least three years, and must allow DCWP to access such records in furtherance of an investigation related to an alleged violation of the ESSTA.

G. *Enforcement and Penalties.*

1. Upon receiving a complaint alleging a violation of the ESSTA, DCWP must investigate such complaint. DCWP may also open an investigation to determine compliance with the ESSTA on its own initiative. Upon notification of a complaint or an investigation by DCWP, the employer must provide DCWP with a written response and any such other information as DCWP may request. If DCWP believes that a violation of the ESSTA has occurred, it has the right to issue a notice of violation to the employer.

2. DCWP has the power to grant an employee or former employee all appropriate relief as set forth in Admin. Code § 20-924(d). Such relief may include, but is not limited to, treble damages for the wages that should have been paid; statutory damages for unlawful retaliation; and damages, including statutory damages, full compensation for wages and benefits lost, and reinstatement, for unlawful discharge. In addition, DCWP may impose on an employer found to have violated the ESSTA civil penalties not to exceed \$500.00 for a first violation, \$750.00 for a second violation within two years of the first violation, and \$1,000.00 for each succeeding violation within two years of the previous violation. When an employer has a policy or practice of not providing or refusing to allow the use of safe and sick time to its employees, DCWP may seek penalties and relief on a per employee basis.

3. Pursuant to Admin. Code § 20-924.2, (a) where reasonable cause exists to believe that an employer is engaged in a pattern or practice of violations of the ESSTA, the Corporation Counsel may commence a civil action on behalf of the City in a court of competent jurisdiction by filing a complaint setting forth facts relating to such pattern or practice and requesting relief, which may include injunctive relief, civil penalties and any other appropriate relief. Nothing in § 20-924.2 prohibits DCWP from exercising its authority under section 20-924 or the Charter, provided that a civil action pursuant to § 20-924.2 shall not have previously been commenced.

H. *More Generous Policies and Other Legal Requirements.* Nothing in the ESSTA is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous safe and 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 safe and sick time. The ESSTA provides minimum requirements pertaining to safe and 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 safe and sick leave or time, whether paid or unpaid, or that extends other protections to employees. The ESSTA may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

CITY OF NEW YORK

STANDARD CONSTRUCTION CONTRACT

March 2017

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CITY OF NEW YORK STANDARD CONSTRUCTION CONTRACT

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WITNESSETH:

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

CHAPTER I: THE CONTRACT AND DEFINITIONS

ARTICLE 1. THE CONTRACT

1.1 Except for titles, subtitles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience), the following, except for such portions thereof as maybe 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**

12.5 **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

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.

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 **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.

20.3.10

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 time². 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”).

35.5.1(c) The **Contractor** agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this **Contract**. The **Contractor** further acknowledges that such compliance is a material term of this **Contract** and that failure to comply with the PSLL in performance of this **Contract** may result in its termination.

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

35.5.1(e) The PSLL is summarized below for the convenience of the **Contractor**. The **Contractor** is advised to review the PSLL and Rules in their entirety. On the

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.

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 PSLL does not apply to any of the following:

35.5.3(a) an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;

35.5.3(b) an employee covered by a valid collective bargaining agreement in effect on April 1, 2014, until the termination of such agreement;

35.5.3(c) an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;

35.5.3(d) an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;

35.5.3(e) an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;

35.5.3(f) an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

35.5.3(g) an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

35.5.3(h) a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

35.5.4 Retaliation Prohibited. An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the 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
64.1.5 **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

ARTICLE I. M/WBE PROGRAM

Section 6-129 of the Administrative Code of the City of New York ("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.

References to MBEs or WBEs shall also include such businesses certified pursuant to the executive law where credit is required by section 311 of the New York City Charter or other provision of law.

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 1 to this Contract (see Page 1, Line 1 Total Participation Goals) or will be set forth on Schedule B, Part 1 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 DSBS 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 2 (see Pages 1-2) 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; (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; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. 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 2 (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 non-responsive.

(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 2 (see Pages 1-2) 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; (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; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. 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 2). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART 3). 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 multi- year 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 city-certified 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) 513-6451, or by visiting or writing DSBS at One Liberty Plaza, New York, New York, 10006, 11th 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 3 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 by email at MWBEModification@ddc.nyc.gov. Full or partial waiver requests that are received later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due may be rejected as untimely.** Bidders, proposers, or contractors, as applicable, who have submitted timely 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 the Contractor was required to identify in its bid or proposal the MBEs and/or WBEs they intended to use in connection with the performance of the Contract or Task Order, substitutions to the identified firms may only be made with the approval of the Agency, which shall only be given when the Contractor has proposed to use a firm that would satisfy the Participation Goals to the same extent as the firm previously identified, unless the Agency determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts. In making such determination, the Agency shall require evidence of the

efforts listed in Section 11(a) above, as applicable, along with any other relevant factors.

13. 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.

14. 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.

15. 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

The Contractor shall take notice that, if this solicitation requires the establishment of a 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.

1. Pursuant to DSBS rules, construction contracts that include a requirement for a 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.

2. 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.

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

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

ARTICLE II. ENFORCEMENT

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

2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129

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

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

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

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

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

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

7. The Contractor's record in implementing its M/WBE Utilization Plan shall be a factor in the evaluation of

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

CONTRACT SIGNATURE PAGE

This Contract is entered by and between the City of New York (“City”), acting by and through the **DEPARTMENT OF DESIGN AND CONSTRUCTION**, and **DEBOE CONSTRUCTION CORP.** (“Contractor”).

This Contract consists of this contract signature page as well as the following documents (“Contract Documents”) which are located in the Documents tab of the PASSPort record titled **85024B0046-SAND1048**.


1. Acord 25 with endorse - Nov 1 2024 6:50PM
2. Brokers Certificate - Nov 1 2024 6:51PM
3. Disability DB-120.1 2024-2025 - DEP - Nov 1 2024 6:49PM
4. Proposal_Bid_85024B0046001 (6).pdf - Nov 6 2024 5:36PM
5. Proposal_Bid_85024B0046001.pdf - Oct 28 2024 8:20PM
6. RFx Document_85024B0046001 (1).pdf - Oct 28 2024 8:20PM
7. RFx Document_85024B0046001 (2).pdf - Oct 28 2024 8:20PM
8. RFx Document_85024B0046001 (3).pdf - Oct 28 2024 8:20PM
9. RFx Document_85024B0046001.pdf - Oct 28 2024 8:20PM
10. SAND1048 Addendum1 (2).pdf - Oct 28 2024 8:20PM
11. SAND1048 Addendum2 (2).pdf - Oct 28 2024 8:20PM
12. SAND1048 Addendum3 (2).pdf - Oct 28 2024 8:20PM
13. SAND1048 Addendum4 (1).pdf - Oct 28 2024 8:20PM
14. SAND1048 Addendum5 (1).pdf - Oct 28 2024 8:20PM
15. SAND1048 Addendum6.pdf - Oct 28 2024 8:20PM
16. SAND1048 -DRAWING_07.16.pdf - Oct 28 2024 8:20PM
17. SAND1048 payment and perf bond - Nov 1 2024 6:51PM
18. Sand1048_Bid_Schedule - Nov 7 2024 3:34PM
19. SAND1048_VOL2 OF 3 (Addendum4) (1).pdf - Oct 28 2024 8:20PM
20. V1_Infra_Bid_Booklet (Addendum 4) (1).pdf - Oct 28 2024 8:20PM
21. Work Comp cert 24 - 25 - Nov 1 2024 6:50PM
22. Work Comp cert 24 - 25(1) - Nov 1 2024 6:48PM

The above order does not represent an order of precedence. The Contract shall be governed by the order of precedence, if any, in the Contract Documents or by ordinary contract principles if no such order of precedence exists.

Each party is signing this Contract electronically on the date stated in that party's electronic signature.

The City of New York

By: **DEPARTMENT OF DESIGN AND CONSTRUCTION**

DocuSigned by:

1A87ABA0188B41C...
(Signature)


Name: ERIC MACFARLANE

Title: P80First Deputy Commissioner

Date: 11/27/2024 | 09:25:29 PST

Contractor

By: **DEBOE CONSTRUCTION CORP.**

Signed by:

4BE8E4496B31491...
(Signature)

Name: Lisa DeBonis

Title: VP

Date: 11/27/2024 | 12:24:07 EST

Signatures

Number of pages (including this one): 3

- ✓ Document signed electronically, the signatories agreeing that it is authentic between them.
- ✓ By signing this document, the signatories acknowledge and agree that they have carefully read this document and approve all its terms.

Nom: DeBonis Lisa
Fonction: Vice President

Place: X
Date: 11/27/2024 | 12:24:07 EST

Signed by:

Lisa DeBonis

4BE8E4496B31491...

Nom: Macfarlane Eric
Fonction:

Place: lic ny
Date: 11/27/2024 | 09:25:29 PST

DocuSigned by:

ERIC MACFARLANE

1A87ABA0188B41C...



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2024

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 Graham Company, a Marsh & McLennan Agency, LLC company One Penn Square West Philadelphia, PA 19102 www.grahamco.com	CONTACT NAME: Jim Bonner/Edna Reitz	
	PHONE (A/C No. Ext): 215-701-5372	FAX (A/C, No): 215-525-0234
E-MAIL ADDRESS: Bonner_Unit@grahamco.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Indemnity Company		25658
INSURER B: Starr Indemnity & Liability Company		38318
INSURER C: New Jersey Manufacturers Insurance Co		12122
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 82503917

REVISION NUMBER:

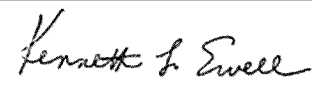
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		VTC2KCO5R63433AIND24	8/1/2024	8/1/2025	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							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
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		VT2NKCAP5R634316IND24	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1000585129241	8/1/2024	8/1/2025	EACH OCCURRENCE	\$2,000,000
							AGGREGATE	\$2,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	W41787324	8/1/2024	8/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$100,000
							E.L. DISEASE - EA EMPLOYEE	\$100,000
							E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project ID.: SAND1048
 RE: RECONSTRUCTION OF SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY, BROOKLYN.
 City of New York, including its officials and employees, The Consolidated Edison Company of New York, Inc. ("Coned"), Verizon New York Inc. ("Verizon"), Charter Communications, Inc. ("Charter Spectrum"), National Grid USA ("National Grid") are Additional Insureds on a primary and non-contributory basis on the above General Liability and Auto Liability Policies if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

SAND1048 City of New York Department of Design and Construction 3030 Thomson Avenue Long Island City NY 11101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Ken Ewell

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ACORD 25 (2016/03)

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SCHEDULE OF OTHER POLICIES

DATE ISSUED
10/28/2024

NAMED INSURED:

DeBoe Construction Corp.
6 Elks Court
Huntington NY 11743

CERTIFICATE HOLDER:

City of New York
Department of Design and Construction
3030 Thomson Avenue
Long Island City NY 11101

Coverage	Carrier	NAIC	Policy #	Eff. - Exp. Date	Limits
Pollution/Professional	St. Paul Surplus Lines Ins. Co	30481	ZCE61N6326824SK	8/1/2024 to 8/1/2025	\$5,000,000 per occurrence/aggregate

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. WAIVER OF DEDUCTIBLE – GLASS G. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT | <ul style="list-style-type: none"> H. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT I. PERSONAL PROPERTY J. AIRBAGS K. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS L. BLANKET WAIVER OF SUBROGATION M. UNINTENTIONAL ERRORS OR OMISSIONS |
|--|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an

additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

COMMERCIAL AUTO

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

G. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

H. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

I. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

J. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

K. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative notice as soon as reasonably

possible of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

L. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

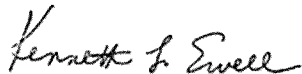
- 5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

M. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a.** An organization other than a partnership, joint venture or limited liability company; or

- b.** A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II – Who Is An Insured**.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

- 2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.



CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

Form with fields for: 1a. Legal Name & Address of Insured, 1b. Business Telephone Number of Insured, 1c. NYS Unemployment Insurance Employer Registration Number of Insured, 1d. Federal Employer Identification Number of Insured or Social Security Number, 2. Name and Address of Entity Requesting Proof of Coverage, 3a. Name of Insurance Carrier, 3b. Policy Number of Entity Listed in Box "1a", 3c. Policy effective period, 3d. The Proprietor, Partners or Executive Officers are

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Kenneth Ewell
representative or licensed agent of insurance carrier
Approved by: [Signature] 10/28/2024
(Title) President & COO

Telephone Number of authorized representative or licensed agent of insurance carrier: 215-567-6300

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

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.

Graham Company, a Marsh & McLennan Agency, LLC Company
[Name of broker or agent (typewritten)]

The Graham Building, One Penn Square West, Philadelphia, PA 19102
[Address of broker or agent (typewritten)]

Bonner_Unit@Grahamco.com
[Email address of broker or agent (typewritten)]

215-567-6300 / 215-525-0234
[Phone number/Fax number of broker or agent (typewritten)]


[Signature of authorized official, broker, or agent]

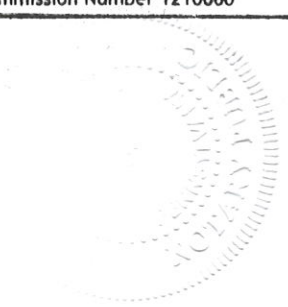
James H. Bonner, Vice President
[Name and title of authorized official, broker, or agent (typewritten)]

State of Pennsylvania.....)
County of Philadelphia.....) ss.:

Sworn to before me this 28th day of October 2024


NOTARY PUBLIC FOR THE STATE OF Pennsylvania

Commonwealth of Pennsylvania - Notary Seal
BRIDGET A. MAGEE, Notary Public
Philadelphia County
My Commission Expires February 28, 2025
Commission Number 1210060





CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>DEBOE CONSTRUCTION CORP. 6 ELKS COURT HUNTINGTON, NY 11743</p> <p>Work Location of Insured <i>(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p> <p>516-997-9615</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p> <p>11 3172446</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION 59-17 JUNCTION BOULEVARD FLUSHING, NY 11373</p>	<p>3a. Name of Insurance Carrier</p> <p>The Guardian Life Insurance Company of America</p> <p>3b. Policy Number of Entity Listed in Box 1a</p> <p>00990449 - 0000</p> <p>3c. Policy Effective Period</p> <p style="text-align: center;">04/01/2024 to 04/01/2025</p>

4. Policy provides the following benefits:

A. Both disability and Paid Family Leave benefits.

B. Disability benefits only.

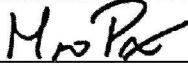
C. Paid Family Leave benefits only.

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 04/05/2024 By 
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 1-888-278-4542 Name and Title Michael Prestileo, Head of Group Benefits Strategy, Product & Underwriting

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 emailed to PAU@wcb.ny.gov or it can 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 4B, 4C or 5B have 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 (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
DEBOE CONSTRUCTION CORP.
6 ELKS COURT
HUNTINGTON, NY 11743
1b. Business Telephone Number of Insured
516-997-9615
1c. Federal Employer Identification Number of Insured or Social Security Number
11 3172446

2. Name and Address of Entity Requesting Proof of Coverage
(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
The Guardian Life Insurance Company of America
3b. Policy Number of Entity Listed in Box 1a
00990449 0000
3c. Policy Effective Period
04/01/2023 to 04/01/2025

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 03/18/2024 By [Signature]
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 1-888-278-4542 Name and Title Michael Prestileo, Head of Group Benefits Strategy, Product & Underwriting

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 emailed to PAU@wcb.ny.gov or it can 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 4B, 4C or 5B have 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(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed By
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

PERFORMANCE BOND #2

Performance Bond #2 (4 pages): Use if the total contract price is more than \$5 Million.

Bond No. PRF9450735

PERFORMANCE BOND #2 (Page 1)

PERFORMANCE BOND #2KNOW ALL PERSONS BY THESE PRESENTS.:

That we, _____

DeBoe Construction Corp.

325 Westbury Avenue, Carle Place, NY 11514

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

Fidelity & Deposit Company of Maryland

300 Interpace Parkway, Morris Corp. I, Parsippany, NJ 07054

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 _____

Twenty Million, Forty Four Thousand and 96/100

(\$ 20,044,000.96) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

SAND1048, Reconstruction of Sunset Park North Section of Brooklyn Waterfront Greenway

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

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.

PERFORMANCE BOND #2 (Page 2)

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 (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

28th day of October 20 24

(Seal) DeBoe Construction Corp. (L.S.)
Principal

(Seal) By: [Signature] Surety

(Seal) By: Fidelity & Deposit Company of Maryland
Theresa A Lanfranco Attorney-in-Fact
Surety

(Seal) By: Surety

(Seal) By: Surety

(Seal) By: Surety

(Seal) By: Surety

Bond Premium Rate Scaled

Bond Premium Cost \$151,329.00

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by duly authorized officer, agent, or attorney-in-fact.

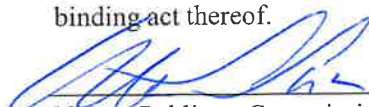
There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of New York County of Westchester ss:

On this 29 day of October, 20 24 before me personally came Dominic Parisi,

to me known, who, being by me duly sworn did depose and say that he resides at New Rochelle, NY; that he/she is the President of the corporation described in and which executed the foregoing instrument; that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.



Notary Public or Commissioner of Deeds.

MARIA T. TIRONE
Notary Public, State of New York
No. 01TI5049851
Qualified in Westchester County
Commission Expires September 25, 2025

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.

Individual Acknowledgment

State of _____

County of _____

On this _____ day of _____, 2020, before me personally came _____ to me known, and known to me to be the individual in and who executed the foregoing instrument, and acknowledged to me that he/she executed the same.

My commission expires _____
Notary Public

Corporation Acknowledgment

State of NY

County of Westchester

On the 29 day of October, 2020, before me personally came Dominic Parisi to me known; who being by me duly sworn, did depose and say that he/she/they reside(s) New Rochelle, NY that he/she/they is (are) the President of 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; 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.

My Commission expires 9/25/21
Notary Public
MARIA T. TIRONE
Notary Public, State of New York
No. 01TI5049851
Qualified in Westchester County
Commission Expires September 25, 2025

Surety Acknowledgment

State of New York

County of Nassau

On the 28th day of October 2024, Theresa A Lanfranco before me personally came who, being by me duly sworn, did depose and say that he/she/they is an attorney in fact of Fidelity & Deposit Company of Maryland the corporation described in and which executed the within instrument; that he/she/they know(s) the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she/they 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 resolution thereof.

My commission expires _____
Notary Public
Cornelia DeSouza
Notary Public, State of New York
Reg. No. 01DE0002028
Qualified in Nassau County
Commission Expires 02/27/2027

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Raymond C. CARMAN, Cornelia M. DESOUZA, Theresa A. LANFRANCO, Mary L. PADILLA, of Uniondale, New York, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 8th day of May, A.D. 2024.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

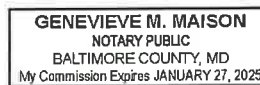
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 8th day of May, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28th day of October, 2024.



A handwritten signature in cursive script, appearing to read 'Thomas O. McClellan', is written over a horizontal line.

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition

As Of December 31, 2023

ASSETS

Bonds.....	\$ 185,599,944
Stocks.....	17,844,130
Cash and Short-Term Investments.....	16,050,471
Reinsurance Recoverable.....	77,886,252
Federal Income Tax Recoverable.....	0
Other Accounts Receivable.....	3,369,205
TOTAL ADMITTED ASSETS.....	\$ 300,750,002

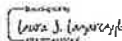
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses.....	\$ 480,301
Ceded Reinsurance Premiums Payable.....	43,278,637
Remittances and Items Unallocated.....	868
Payable to parents, subs and affiliates.....	36,355,555
Securities Lending Collateral Liability.....	0
TOTAL LIABILITIES.....	\$ 80,115,362
Capital Stock, Paid Up.....	\$ 5,000,000
Surplus.....	220,634,640
Surplus as regards Policyholders.....	220,634,640
TOTAL.....	\$ 300,750,002

Securities carried at \$78,634,211 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2023 would be \$289,024,276 and surplus as regards policyholders \$208,908,914.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2023.



Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2024.


Notary Public



PERFORMANCE BOND #2

Performance Bond #2 (4 pages): Use if the total contract price is more than \$5 Million.

Bond No. PRF9450735

PERFORMANCE BOND #2 (Page 1)

PERFORMANCE BOND #2 KNOW ALL PERSONS BY THESE PRESENTS:,

That we, _____

DeBoe Construction Corp.

325 Westbury Avenue, Carle Place, NY 11514

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

Fidelity & Deposit Company of Maryland

300 Interpace Parkway, Morris Corp. I, Parsippany, NJ 07054

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 _____

Twenty Million, Forty Four Thousand and 96/100

(\$ 20,044,000.96) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

SAND1048, Reconstruction of Sunset Park North Section of Brooklyn Waterfront Greenway

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

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.

PERFORMANCE BOND #2 (Page 2)

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 (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

28th day of October 20 24

(Seal) DeBoe Construction Corp. (L.S.)
Principal

(Seal) By: [Signature] Surety

(Seal) By: Fidelity & Deposit Company of Maryland
Theresa A Lanfranco Attorney-in-Fact
Surety

(Seal) By: Surety

(Seal) By: Surety

(Seal) By: Surety

(Seal) By: Surety

Bond Premium Rate Scaled

Bond Premium Cost \$151,329.00

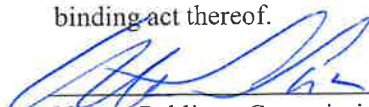
If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by 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.

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of New York County of Westchester ss:
On this 29 day of October, 20 24 before me personally
came Dominic Parisi,
to me known, who, being by me duly sworn did depose and say that he resides at New Rochelle, NY; that he/she is the President
of the corporation described in and which executed the foregoing instrument; that he/she signed his/her
name to the foregoing instrument by order of the directors of said corporation as the duly authorized and
binding act thereof.



Notary Public or Commissioner of Deeds.

MARIA T. TIRONE
Notary Public, State of New York
No. 01TI5049851
Qualified in Westchester County
Commission Expires September 25, 2025

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.

Individual Acknowledgment

State of _____

County of _____

On this _____ day of _____, 2020, before me personally came _____ to me known, and known to me to be the individual in and who executed the foregoing instrument, and acknowledged to me that he/she executed the same.

My commission expires _____
Notary Public

Corporation Acknowledgment

State of NY

County of Westchester

On the 29 day of October, 2020, before me personally came Dominic Parisi to me known; who being by me duly sworn, did depose and say that he/she/they reside(s) New Rochelle, NY that he/she/they is (are) the President of 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; 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.

My Commission expires 9/25/21
Notary Public
MARIA T. TIRONE
Notary Public, State of New York
No. 01TI5049851
Qualified in Westchester County
Commission Expires September 25, 2025

Surety Acknowledgment

State of New York

County of Nassau

On the 28th day of October 2024, Theresa A Lanfranco before me personally came who, being by me duly sworn, did depose and say that he/she/they is an attorney in fact of Fidelity & Deposit Company of Maryland the corporation described in and which executed the within instrument; that he/she/they know(s) the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she/they 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 resolution thereof.

My commission expires _____
Notary Public
Cornelia DeSouza
Notary Public, State of New York
Reg. No. 01DE0002028
Qualified in Nassau County
Commission Expires 02/27/2027

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Raymond C. CARMAN, Cornelia M. DESOUZA, Theresa A. LANFRANCO, Mary L. PADILLA, of Uniondale, New York, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 8th day of May, A.D. 2024.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

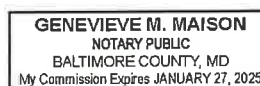
By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 8th day of May, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28th day of October, 2024.



A handwritten signature in cursive script, appearing to read 'Thomas O. McClellan', is written over a horizontal line.

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
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Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition

As Of December 31, 2023

ASSETS

Bonds.....	\$ 185,599,944
Stocks.....	17,844,130
Cash and Short-Term Investments.....	16,050,471
Reinsurance Recoverable.....	77,886,252
Federal Income Tax Recoverable.....	0
Other Accounts Receivable.....	3,369,205
TOTAL ADMITTED ASSETS.....	\$ 300,750,002

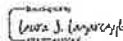
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Securities Lending Collateral Liability.....	0
TOTAL LIABILITIES.....	\$ 80,115,362
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Surplus.....	220,634,640
Surplus as regards Policyholders.....	220,634,640
TOTAL.....	\$ 300,750,002

Securities carried at \$78,634,211 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2023 would be \$289,024,276 and surplus as regards policyholders \$208,908,914.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2023.



Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2024.


Notary Public



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

LABOR LAW ARTICLE 8 - NYC PUBLIC WORKS

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to New York Labor Law Article 8 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work projects. Prevailing rates are required to be annexed to and form part of the public work contract pursuant to Labor Law section 220 (3).

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to Labor Law section 220 (5). The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

Agency Chief Contracting Officers should contact the Bureau of Labor Law's Classification Unit with any questions concerning trade classifications, prevailing rates or prevailing practices with respect to procurement on New York City public work contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public work contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public work contracts in the procurement stage must contact the contracting agency responsible for the procurement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public work contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-4443. All callers must have the agency name and contract registration number available when calling with questions on public work contracts. Please direct all other compliance issues to: laborlaw@comptroller.nyc.gov or Bureau of Labor Law, Attn: Paul Brumlik, Office of the Comptroller, 1 Centre Street, Room 651, New York, N.Y. 10007.

Pursuant to Labor Law § 220 (3-a) (a), the appropriate schedule of prevailing wages and benefits must be posted in a prominent and accessible place at all public work sites along with the Construction Poster provided on our web site at comptroller.nyc.gov/wages. In addition, covered employees must be given the appropriate schedule of prevailing wages and benefits along with the Worker Notice provided on our web site at the time the public work project begins, and with the first paycheck to each such employee after July first of each year.

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site comptroller.nyc.gov/wages. Contractors must pay the wages and supplements in effect when the worker, laborer, mechanic performs the work. Preliminary schedules for future one-year periods appear in the City Record on or about June 1 each succeeding year. Final schedules appear on or about July 1 in the City Record and on our web site comptroller.nyc.gov/wages.

Prevailing rates and ratios for apprentices are published in the Construction Apprentice Prevailing Wage Schedule. Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

New York State Department of Labor, may be paid at the apprentice rates. Apprentices who are not so registered must be paid as journey persons.

New York City public work projects awarded pursuant to a Project Labor Agreement (“PLA”) in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA’s pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor’s Office of Contract Services (MOCS) web page at:

<https://www1.nyc.gov/site/mocs/legal-forms/project-labor-agreements.page>

All the provisions of Labor Law Article 8 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller in accordance with the trade classifications in this schedule; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project’s pre-negotiated labor agreement.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

- 1) Provide bona fide fringe benefits which cost the employer no less than the prevailing supplemental benefits rate; or
- 2) Supplement the employee’s hourly wage by an amount no less than the prevailing supplemental benefits rate; or
- 3) Provide a combination of bona fide fringe benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Although prevailing wage laws do not require employers to provide bona fide fringe benefits (as opposed to wage supplements) to their employees, other laws may. For example, the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq., the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001 et seq., and the New York City Paid Sick Leave Law, N.Y.C. Admin. Code § 20-911 et seq., require certain employers to provide certain benefits to their employees. Labor agreements to which employers are a party may also require certain benefits. The Comptroller’s Office does not enforce these laws or agreements.

Employers must provide prevailing supplemental benefits at the straight time rate for each hour worked unless otherwise noted in the classification.

Paid Holidays, Vacation and Sick Leave when listed must be paid or provided in addition to the prevailing hourly supplemental benefit rate.

For more information, please refer to the Comptroller’s Prevailing Wage Law Regulations in Title 44 of the Rules of the City of New York, Chapter 2, available at comptroller.nyc.gov/wages.

Paul Brumlik
Director of Classifications
Bureau of Labor Law

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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ASBESTOS HANDLER

SEE HAZARDOUS MATERIAL HANDLER

BLASTER

Blaster

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$58.21**

Supplemental Benefit Rate per Hour: **\$54.03**

Blaster - Hydraulic Trac Drill

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$52.35**

Supplemental Benefit Rate per Hour: **\$54.03**

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$51.52**

Supplemental Benefit Rate per Hour: **\$54.03**

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$45.00**

Supplemental Benefit Rate per Hour: **\$54.03**

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$22.50**

Supplemental Benefit Rate per Hour: **\$54.03**

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.

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$67.38**

Supplemental Benefit Rate per Hour: **\$49.33**

Supplemental Note: For time and one half overtime - \$73.42 For double overtime - \$97.51

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Memorial Day
Independence Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Quadruple time the regular rate for work on the following holiday(s).
Labor Day

Paid Holidays

Good Friday
Day after Thanksgiving
Day before Christmas
Day before New Year's Day

Shift Rates

On jobs requiring two (2) or three (3) shifts, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work eight (8) hours and receive eight hours at the regular straight time hourly rate plus two dollars (\$2.00) per hour. The third shift shall work eight (8) hours and receive eight hours at the regular straight time hourly rate plus two dollars and twenty-five cents (\$2.25) per hour.

(Local #5)

BRICKLAYER

Bricklayer

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$59.09**

Supplemental Benefit Rate per Hour: **\$43.05**

Overtime Description

Time and one half the regular rate after a 7 hour day. If working on a job that is predominately Pointer, Cleaner, Caulker work, then Time and one half the regular rate after an 8 hour day.

Overtime

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

The second shift wage rate shall be a 15% wage premium with no premium for supplemental benefits. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, eight hours will be paid at straight time rate for seven hours of work.

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$57.05**

Supplemental Benefit Rate per Hour: **\$48.33**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Paid Holidays

None

Shift Rates

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

CARPENTER - HEAVY CONSTRUCTION WORK

(Construction of Engineered Structures and Building Foundations including all form work)

Heavy Construction Work

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$60.59**

Supplemental Benefit Rate per Hour: **\$55.84**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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 and the supplemental benefits shall be paid at the straight time rate. When two (2) or more shifts of Carpenters are employed, single time will be paid for each shift.

(Carpenters District Council)

CARPENTER - HIGH RISE CONCRETE FORMS (Excludes Engineered Structures and Building Foundations)

Carpenter High Rise A

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$51.48**

Supplemental Benefit Rate per Hour: **\$44.74**

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$40.89**

Supplemental Benefit Rate per Hour: **\$18.05**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Paid Holidays

None

Shift Rates

The second shift wage rate shall be 113% of the straight time hourly wage rate. However, any shift beginning after 5:00 P.M. shall be paid at time and one half the regular hourly rate. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST

Carpenter - Hod Hoist

(Assisted by Mason Tender)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$55.00**

Supplemental Benefit Rate per Hour: **\$48.90**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Shift Rates

The second shift will receive 112% of the straight time hourly rate. Benefit fund contributions shall be paid at the straight time rate. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

CARPENTER - WOOD WATER STORAGE TANK

Tank Mechanic

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$37.83**
Supplemental Benefit Rate per Hour: **\$25.32**

Tank Helper

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$29.69**
Supplemental Benefit Rate per Hour: **\$25.32**

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Day after Thanksgiving
- 1/2 day on Christmas Eve if work is performed in the A.M.
- Christmas Day
- 1/2 day on New Year's Eve if work is performed in the A.M.

Vacation

Employed for one (1) year.....one (1) week vacation (40 hours)
Employed for three (3) years.....two (2) weeks vacation (80 hours)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Employed for more than twenty (20) years.....three (3) weeks vacation (120 hours)

SICK LEAVE:

Two (2) sick days after being employed for twenty (20) years.

(Carpenters District Council)

CEMENT & CONCRETE WORKER

Building Work

Cement & Concrete Worker

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$47.28**

Supplemental Benefit Rate per Hour: **\$32.20**

Supplemental Note: \$36.70 on Saturdays; \$41.20 on Sundays & Holidays

Cement & Concrete Worker - (Hired after 2/6/2016)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$36.80**

Supplemental Benefit Rate per Hour: **\$24.20**

Supplemental Note: \$26.70 on Saturdays; \$29.20 on Sundays & Holidays

Overtime Description

Time and one half the regular rate after 7 hour day (time and one half the regular rate after an 8 hour day when working with Dockbuilders on pile cap forms and for work below street level to the top of the foundation wall, not to exceed 2 feet or 3 feet above the sidewalk-brick shelf, when working on the foundation and structure.)

Overtime

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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 16)

CEMENT MASON

Cement Mason

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$57.72**

Supplemental Benefit Rate per Hour: **\$34.51**

Supplemental Note: Supplemental benefit time and one half rate: \$67.72; Double time rate: double the base supplemental benefit rate.

Overtime Description

Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday. Four Days a week at Ten (10) hours straight time is allowed.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

Shift Rates

For off shift work, (at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #780) (BCA)

CORE DRILLER

Test Boring

Core Driller

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$46.25**

Supplemental Benefit Rate per Hour: **\$33.36**

Core Driller Helper

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$36.28**

Supplemental Benefit Rate per Hour: **\$33.36**

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$32.62**

Supplemental Benefit Rate per Hour: **\$33.36**

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$28.98**

Supplemental Benefit Rate per Hour: **\$33.36**

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$25.32**

Supplemental Benefit Rate per Hour: **\$33.36**

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).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Paid Holidays

New Year's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

Shift Rates

When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive two dollars (\$2.00) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

(Carpenters District Council)

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$60.40**

Supplemental Benefit Rate per Hour: **\$60.14**

Derrick Person & Rigger - Site Work

Assists the Stone Mason-Setter in the setting of stone and paving stone.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$47.54**

Supplemental Benefit Rate per Hour: **\$47.70**

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.

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

(Local #197)

DIVER

Diver (Marine)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$75.46**

Supplemental Benefit Rate per Hour: **\$55.84**

Diver Tender (Marine)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$55.00**

Supplemental Benefit Rate per Hour: **\$55.84**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

None

Shift Rates

When three shifts are utilized each shift shall work seven and one half-hours (7 1/2 hours) and paid for 8 hours, allowing for one half hour for lunch.

(Carpenters District Council)

DOCKBUILDER - PILE DRIVER

Dockbuilder - Pile Driver

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$60.59**

Supplemental Benefit Rate per Hour: **\$55.84**

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 and the supplemental benefits shall be paid at the straight time rate. When two (2) or more shifts of Dockbuilders are employed, single time will be paid for each shift.

(Carpenters District Council)

DRIVER: TRUCK (TEAMSTER)

Driver - Dump Truck

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$44.17**

Supplemental Benefit Rate per Hour: **\$59.15**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$25.50; at double time rate - \$34.00

Driver - Tractor Trailer

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$47.32**

Supplemental Benefit Rate per Hour: **\$56.90**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$25.50; at double time rate - \$34.00

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$47.88**

Supplemental Benefit Rate per Hour: **\$56.90**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$25.50; at double time rate - \$34.00

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

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Shift Rates

Off 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

Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$43.29**

Supplemental Benefit Rate per Hour: **\$50.77**

Supplemental Note: Over 40 hours worked: time and one half rate \$20.48; double time rate \$27.30

Overtime Description

For Paid Holidays: Employees who do not work on a contractual holiday shall be compensated two (2) hours extra pay in straight time wages and benefits for every day on which the Employee does not pass up a day's work during the calendar week (Sunday through Saturday) of the holiday, up to a maximum of ten (10) hours in wages and eight (8) hours in benefit contributions for the holiday

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

Martin Luther King Jr. Day
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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Christmas Day

(Local #282)

ELECTRICIAN

(Including installation of low voltage cabling carrying data, video and/or voice on building construction/alteration/renovation projects.)

Electrician "A" (Regular Day / Day Shift)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$62.00**

Supplemental Benefit Rate per Hour: **\$62.25**

* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

Electrician "A" (Regular Day Overtime after 7 hrs / Day Shift Overtime after 8 hrs)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$93.00**

Supplemental Benefit Rate per Hour: **\$64.24**

* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

Electrician "A" (Swing Shift)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$72.75**

Supplemental Benefit Rate per Hour: **\$70.56**

* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

Electrician "A" (Swing Shift Overtime after 7.5 hours)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$109.13**

Supplemental Benefit Rate per Hour: **\$72.91**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$81.49**

Supplemental Benefit Rate per Hour: **\$77.61**

* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

Electrician "A" (Graveyard Shift Overtime after 7 hours)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$122.24**

Supplemental Benefit Rate per Hour: **\$80.23**

* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

*** Supplemental Benefit Rate per Hour Note**

In addition to the Supplemental Benefit Rates per Hour listed above, the employer must provide an additional 6.2% of taxable gross pay earned on covered work only. This additional Supplemental Benefit Rate will terminate when the employee has contributed the maximum annual Social Security tax required by law, on all work performed.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on a holiday.

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is \$24.36, effective 04/13/2023 the supplemental benefit rate is \$24.78 - See * Supplemental Benefit Rate per Hour Note above.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$32.00**

Supplemental Benefit Rate per Hour: **\$27.20**

First and Second Year "M" Wage Rate Per Hour: **\$27.50**

First and Second Year "M" Supplemental Rate: **\$24.79**

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$48.00**

Supplemental Benefit Rate per Hour: **\$29.23**

First and Second Year "M" Wage Rate Per Hour: **\$41.25**

First and Second Year "M" Supplemental Rate: **\$26.52**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$37.40**

Supplemental Benefit Rate per Hour: **\$21.44**

Supplemental Note: \$19.31 only after 8 hours worked in a day

Overtime Description

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.

Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Paid Holidays

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:30 A.M.

Vacation

At least 1 year of employment.....ten (10) days

5 years or more of employment.....fifteen (15) days

10 years of employment.....twenty (20) days

Plus one Personal Day per year

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$62.00**

Supplemental Benefit Rate per Hour: **\$62.85**

* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$47.66**

Supplemental Benefit Rate per Hour: **\$48.72**

* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$41.61**

Supplemental Benefit Rate per Hour: **\$44.45**

* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

*** Supplemental Benefit Rate per Hour Note**

In addition to the Supplemental Benefit Rates per Hour listed above, the employer must provide an additional 6.2% of taxable gross pay earned on covered work only. This additional Supplemental Benefit Rate will terminate when the employee has contributed the maximum annual Social Security tax required by law, on all work performed.

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #3)

ELEVATOR CONSTRUCTOR

Elevator Constructor

Effective Period: 7/1/2024 - 3/16/2025

Wage Rate per Hour: **\$80.35**

Supplemental Benefit Rate per Hour: **\$41.23**

Effective Period: 3/17/2025 - 6/30/2025

Wage Rate per Hour: **\$83.27**

Supplemental Benefit Rate per Hour: **\$42.33**

Overtime Description

For New Construction: work performed after an 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

Overtime

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2024 - 3/16/2025

Wage Rate per Hour: **\$63.16**

Supplemental Benefit Rate per Hour: **\$41.18**

Effective Period: 3/17/2025 - 6/30/2025

Wage Rate per Hour: **\$65.54**

Supplemental Benefit Rate per Hour: **\$42.28**

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

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$76.57**

Supplemental Benefit Rate per Hour: **\$48.85**

Supplemental Note: \$90.30 on overtime

Shift Wage Rate: **\$122.51**

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 person auger.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$74.14**

Supplemental Benefit Rate per Hour: **\$48.85**

Supplemental Note: \$90.30 on overtime

Shift Wage Rate: **\$118.62**

Engineer - Heavy Construction Operating Engineer III

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$70.09**

Supplemental Benefit Rate per Hour: **\$48.85**

Supplemental Note: \$90.30 on overtime

Shift Wage Rate: **\$112.14**

Engineer - Heavy Construction Maintenance Engineer I

Installing, Repairing, Maintaining, Dismantling 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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$73.76**

Supplemental Benefit Rate per Hour: **\$48.85**

Supplemental Note: \$90.30 on overtime

Shift Wage Rate: **\$118.02**

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$98.47**

Supplemental Benefit Rate per Hour: **\$48.85**

Supplemental Note: \$90.30 on overtime

Shift Wage Rate: **\$157.55**

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$46.95**

Supplemental Benefit Rate per Hour: **\$48.85**

Supplemental Note: \$90.30 on overtime

Shift Wage Rate: **\$75.12**

Engineer - Heavy Construction Maintenance Engineer IV

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$48.29**

Supplemental Benefit Rate per Hour: **\$48.85**

Supplemental Note: \$90.30 on overtime

Shift Wage Rate: **\$77.26**

Engineer - Heavy Construction Service Engineer

Gradalls: Concrete Pumps: Power Houses: Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$65.99**

Supplemental Benefit Rate per Hour: **\$48.85**

Supplemental Note: \$90.30 on overtime

Shift Wage Rate: **\$105.58**

Engineer - Heavy Construction Service Mechanic

Shovels: Cranes: Draglines: Backhoes: Keystones: Pavers: Trenching Machines: Guniting Machines: Compressors (three (3) or more in Battery): Crawler Cranes- having a straight lattice boom with no attachment or luffing boom, no jib and no auxiliary attachment.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$44.09**

Supplemental Benefit Rate per Hour: **\$48.85**

Supplemental Note: \$90.30 on overtime

Shift Wage Rate: **\$70.54**

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$70.95**

Supplemental Benefit Rate per Hour: **\$48.85**

Supplemental Note: \$90.30 on overtime

Shift Wage Rate: **\$113.52**

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$66.10**

Supplemental Benefit Rate per Hour: **\$48.85**

Supplemental Note: \$90.30 on overtime

Shift Wage Rate: **\$105.76**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$47.74**

Supplemental Benefit Rate per Hour: **\$48.85**

Supplemental Note: **\$90.30** on overtime

Shift Wage Rate: **\$76.38**

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

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

Engineer - Building Work Maintenance Engineers I

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$62.34**

Supplemental Benefit Rate per Hour: **\$47.94**

Supplemental Note: **\$88.48** on overtime

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$47.29**

Supplemental Benefit Rate per Hour: **\$47.94**

Supplemental Note: \$88.48 on overtime

Engineer - Building Work Oilers I

All gasoline, electric, diesel or air operated Gradealls: Concrete Pumps, Overhead Cranes in Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines; Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$59.02**

Supplemental Benefit Rate per Hour: **\$47.94**

Supplemental Note: \$88.48 on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$42.55**

Supplemental Benefit Rate per Hour: **\$47.94**

Supplemental Note: \$88.48 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

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Christmas Day

Shift Rates

When two (2) or more shifts are employed, single time will be paid for each shift.

(Local #15)

ENGINEER - CITY SURVEYOR AND CONSULTANT

Party Chief

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$44.73**

Supplemental Benefit Rate per Hour: **\$28.36**

Supplemental Note: Overtime Benefit Rate - \$33.87 per hour (time & one half) \$39.37 per hour (double time).

Instrument Person

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$36.30**

Supplemental Benefit Rate per Hour: **\$28.36**

Supplemental Note: Overtime Benefit Rate - \$33.87 per hour (time & one half) \$39.37 per hour (double time).

Rodperson

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$30.97**

Supplemental Benefit Rate per Hour: **\$28.36**

Supplemental Note: Overtime Benefit Rate - \$33.87 per hour (time & one half) \$39.37 per hour (double time).

Rodperson 1st Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$25.00**

Supplemental Benefit Rate per Hour: **\$28.36**

Supplemental Note: Overtime Benefit Rate - \$33.87 per hour (time & one half) \$39.37 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

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
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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$68.86**

Supplemental Benefit Rate per Hour: **\$43.03**

Supplemental Note: Overtime Benefit Rate - \$60.85 per hour (time & one half) \$78.66 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$50.03**

Supplemental Benefit Rate per Hour: **\$43.03**

Supplemental Note: Overtime Benefit Rate - \$60.85 per hour (time & one half) \$78.66 per hour (double time).

Field Engineer - BC Rodperson

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$30.96**

Supplemental Benefit Rate per Hour: **\$43.03**

Supplemental Note: Overtime Benefit Rate - \$60.85 per hour (time & one half) \$78.66 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (HEAVY CONSTRUCTION) (Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations, Engineering Structures etc.)

Field Engineer - HC Party Chief

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$79.02**

Supplemental Benefit Rate per Hour: **\$46.67**

Supplemental Note: Overtime benefit rate - \$66.19 per hour (time & one half), \$85.70 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$56.62**

Supplemental Benefit Rate per Hour: **\$46.67**

Supplemental Note: Overtime benefit rate - \$66.19 per hour (time & one half), \$85.70 per hour (double time).

Field Engineer - HC Rodperson

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$46.66**

Supplemental Benefit Rate per Hour: **\$46.67**

Supplemental Note: Overtime benefit rate - \$66.19 per hour (time & one half), \$85.70 per hour (double time).

Field Engineer - HC Rodperson 1st Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$25.00**

Supplemental Benefit Rate per Hour: **\$46.67**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Note: Overtime benefit rate - \$66.19 per hour (time & one half), \$85.70 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
Martin Luther King Jr. Day
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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$74.95**

Supplemental Benefit Rate per Hour: **\$45.01**

Supplemental Note: Overtime benefit rate - \$63.69 per hour (time & one half), \$82.37 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$56.03**

Supplemental Benefit Rate per Hour: **\$45.01**

Supplemental Note: Overtime benefit rate - \$63.69 per hour (time & one half), \$82.37 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$36.15**

Supplemental Benefit Rate per Hour: **\$45.01**

Supplemental Note: Overtime benefit rate - \$63.69 per hour (time & one half), \$82.37 per hour (double time).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Field Engineer - Steel Erection Rodperson 1st Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$25.00**

Supplemental Benefit Rate per Hour: **\$45.01**

Supplemental Note: Overtime benefit rate - \$63.69 per hour (time & one half), \$82.37 per hour (double time).

Overtime Description

Time and one half the regular rate for Saturday for the first eight hours worked.

Double time the regular rate for Saturday for work performed in excess of eight hours.

Overtime

Time and one half the regular rate after an 8 hour day.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - OPERATING

Operating Engineer - Road & Heavy Construction I

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$92.72**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$148.35**

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$95.96**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$153.54**

Operating Engineer - Road & Heavy Construction III

Mine Hoists (Cranes, etc. when used as Mine Hoists)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$99.01**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$158.42**

Operating Engineer - Road & Heavy Construction IV

Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$96.64**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$154.62**

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (working alongside Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$94.76**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$151.62**

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$90.08**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$144.13**

Operating Engineer - Road & Heavy Construction VII

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Barrier Movers, Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$73.00**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$116.80**

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$56.95**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$71.45**

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$85.75**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$137.20**

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$78.92**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$126.27**

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$61.57**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$98.51**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$91.03**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$145.65**

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$88.22**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$141.15**

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$84.38**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$135.01**

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$57.32**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: \$67.50 overtime hours

Shift Wage Rate: **\$91.71**

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$80.64**

Supplemental Benefit Rate per Hour: **\$36.90**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Note: \$67.50 overtime hours
Shift Wage Rate: \$129.02

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: \$81.22
Supplemental Benefit Rate per Hour: \$36.90
Supplemental Note: \$67.50 overtime hours
Shift Wage Rate: \$129.95

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: \$116.04
Supplemental Benefit Rate per Hour: \$36.90
Supplemental Note: \$67.50 overtime hours
Shift Wage Rate: \$185.66

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: \$90.08
Supplemental Benefit Rate per Hour: \$36.90
Supplemental Note: \$67.50 overtime hours
Shift Wage Rate: \$144.13

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: \$87.81
Supplemental Benefit Rate per Hour: \$36.90
Supplemental Note: \$67.50 overtime hours
Shift Wage Rate: \$140.50

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: \$74.42

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$36.90**
Supplemental Note: \$67.50 overtime hours
Shift Wage Rate: **\$119.07**

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$96.22**
Supplemental Benefit Rate per Hour: **\$36.90**
Supplemental Note: \$67.50 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$57.75**
Supplemental Benefit Rate per Hour: **\$36.90**
Supplemental Note: \$67.50 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$77.14**
Supplemental Benefit Rate per Hour: **\$36.90**
Supplemental Note: \$67.50 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$100.14**
Supplemental Benefit Rate per Hour: **\$36.05**
Supplemental Note: \$65.90 overtime hours
Shift Wage Rate: **\$160.22**

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$96.26**
Supplemental Benefit Rate per Hour: **\$36.05**
Supplemental Note: \$65.90 overtime hours
Shift Wage Rate: **\$154.02**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$56.34**

Supplemental Benefit Rate per Hour: **\$36.05**

Supplemental Note: **\$65.90** overtime hours

Shift Wage Rate: **\$90.14**

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine. (Public Works Only)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$53.69**

Supplemental Benefit Rate per Hour: **\$36.05**

Supplemental Note: **\$65.90** overtime hours

Shift Wage Rate: **\$85.90**

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$73.52**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: **\$67.50** 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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$55.18**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: **\$67.50** overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$91.26**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: **\$67.50** overtime hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$96.60**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: **\$67.50** overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$81.62**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: **\$67.50** overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$80.76**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: **\$67.50** overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$64.33**

Supplemental Benefit Rate per Hour: **\$36.90**

Supplemental Note: **\$67.50** overtime hours

For New House Car projects Wage Rate per Hour **\$51.45**

For New House Car projects: Supplemental Benefit overtime hours: **\$52.20**

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).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

When two (2) or more shifts are employed, single time will be paid for each shift.
For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

(Operating Engineer Local #14)

FLAGGER

Flagger and Traffic Control worker to be paid at the rate of the journeyperson or apprentice in the trade performing the underlying work. If the trade performing the underlying work does not regularly employ a Flagger or Traffic Control worker, then one of the following titles must be used:

Laborer - Heavy & Highway
Laborer - Paver & Roadbuilder
Laborer - Paver & Roadbuilder Line Striping (Roadway)

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$55.05**

Supplemental Benefit Rate per Hour: **\$47.88**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Day before Christmas

Christmas Day

Day before New Year's Day

Shift Rates

Two shifts may be utilized with the first shift working 8 a.m. to the end of the shift at straight time rate of pay. The wage rate for the second shift consisting of 7 hours shall be paid at 114.29% of straight time wage rate. The wage rate for the second shift consisting of 8 hours shall be paid 112.5% of the straight time wage rate. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

GLAZIER

(New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$49.00**

Supplemental Benefit Rate per Hour: **\$55.77**

Overtime

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
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
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #1281)

GLAZIER - REPAIR & MAINTENANCE

(For the Installation of Glass - All repair and maintenance work on a particular building.)

Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Storm windows and storm doors, Herculite door repairs, Door closer repairs, Glass tinting.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$27.45

Supplemental Benefit Rate per Hour: \$27.93

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 straight time hours in any work week.

Paid Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Local #1281)

HAZARDOUS MATERIAL HANDLER

(Removal, abatement, encapsulation or decontamination of asbestos, lead, mold, or other toxic or hazardous waste/materials)

Handler

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$39.00**

Supplemental Benefit Rate per Hour: **\$21.30**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

Time and one half the regular hourly rate after 40 straight time hours in any work week.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Easter

Paid Holidays

None

(Local #78 and Local #12A)

HEAT AND FROST INSULATOR

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Heat & Frost Insulator

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$70.96**

Supplemental Benefit Rate per Hour: **\$36.06**

Overtime Description

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

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Triple time the regular rate for work on the following holiday(s).

Labor Day

Paid Holidays

None

Shift Rates

The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium. There must be a first shift to work the second shift, and a second shift to work the third shift. Off-hour jobs in occupied buildings may be worked on weekdays with an increment of one-dollar (\$1.00) per hour and eight (8) hours pay for seven (7) hours worked.

(Local #12) (BCA)

HOUSE WRECKER (TOTAL DEMOLITION)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$39.48**

Supplemental Benefit Rate per Hour: **\$31.92**

House Wrecker - Tier B

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$28.71**

Supplemental Benefit Rate per Hour: **\$24.33**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$47.65**

Supplemental Benefit Rate per Hour: **\$65.75**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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 should be paid for all work on a Saturday thereafter. Four (4), ten (10) hour days may be worked at straight time, Monday to Thursday.

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

When two or three shifts are employed on a job, Monday through Friday, each shift will be paid eight (8) hours at the straight time rate for eight (8) hours of work; at time and one-half the regular straight time rate for the first two (2) hours of overtime worked beyond eight (8) hours; and at double time for all work thereafter. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, eight (8) hours will be paid at straight time rate for seven (7) hours of work, and all overtime shall be paid at time and one-half the regular straight time rates. On Saturday, Sundays and Holidays, time and one-half the regular straight time rate shall be paid for all work up to seven (7) hours and double time shall be paid for all work thereafter.

(Local #580)

IRON WORKER - STRUCTURAL

Iron Worker - Structural

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$58.20**

Supplemental Benefit Rate per Hour: **\$89.27**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time. Four Days a week at Ten (10) hours straight time is allowed.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

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.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

(Local #40 & #361)

LABORER – HEAVY & HIGHWAY

(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

Laborer - Heavy & Highway

Excavation and foundation work for buildings, heavy construction, street pipe laying, 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. Includes flagger and traffic control worker associated with heavy & highway projects or any projects not covered by an underlying trade or Laborer - Paver & Roadbuilder or Laborer - Paver & Roadbuilder Line Striping.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$45.00**

Supplemental Benefit Rate per Hour: **\$54.03**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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)

LABORER - PAVER & ROADBUILDER

Laborer - Paver & Roadbuilder

Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work for installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry/seal coating, paving stones, maintenance of safety surfaces; play equipment installation, and other related work. Includes flagger and traffic/pedestrian control worker associated with such projects.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$45.48**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$53.55**

Supplemental Note: For time and one half overtime - \$58.18 For double overtime - \$62.80

Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$49.35**

Supplemental Benefit Rate per Hour: **\$53.55**

Supplemental Note: For time and one half overtime - \$58.18 For double overtime - \$62.80

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$45.48**

Supplemental Benefit Rate per Hour: **\$53.55**

Supplemental Note: For time and one half overtime - \$58.18 For double overtime - \$62.80

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$49.35**

Supplemental Benefit Rate per Hour: **\$53.55**

Supplemental Note: For time and one half overtime - \$58.18 For double overtime - \$62.80

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$49.95**

Supplemental Benefit Rate per Hour: **\$53.55**

Supplemental Note: For time and one half overtime - \$58.18 For double overtime - \$62.80

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.

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).

Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day

Paid Holidays

Memorial Day
Independence Day
Labor Day
Thanksgiving Day

Shift Rates

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours at the straight time rate 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.

(Local #1010)

LABORER - PAVER & ROADBUILDER LINE STRIPING (ROADWAY)

(Painting of traffic lines on roadways)

Striping - Machine Operator

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$41.00**

Supplemental Benefit Rate per Hour: **\$19.27**

Supplemental Note: For time and one half overtime - \$20.52 For double overtime - \$21.77

Lineperson (Thermoplastic)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$45.00**

Supplemental Benefit Rate per Hour: **\$19.27**

Supplemental Note: For time and one half overtime - \$20.52 For double overtime - \$21.77

Laborer Striping Assistant & Traffic Safety

Includes flagger and traffic control worker associated with line striping projects.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$39.00**

Supplemental Benefit Rate per Hour: **\$19.27**

Supplemental Note: For time and one half overtime - \$20.52 For double overtime - \$21.77

Overtime Description

For Paid Holidays: Employees will only receive Holiday Pay for holidays not worked if said employee worked both the regularly scheduled workday before and after the holiday.

Overtime

Time and one half the regular rate 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 the following holiday(s).

Paid Holidays

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

(Local #1010)

LANDSCAPING

(Landscaping tasks, such as tree pruning, tree removing and spraying in connection with Green Infrastructure maintenance and the planting of street trees and trees in City parks, but not when such activities are performed as part of construction or reconstruction projects.)

Landscaper (Year 6 and above)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$37.77**

Supplemental Benefit Rate per Hour: **\$18.05**

Landscaper (Year 3 - 5)

Effective Period: 7/1/2024 - 6/30/2025

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$36.56**
Supplemental Benefit Rate per Hour: **\$18.05**

Landscaper (up to 3 years)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$33.55**
Supplemental Benefit Rate per Hour: **\$18.05**

Groundperson

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$33.55**
Supplemental Benefit Rate per Hour: **\$18.05**

Tree Remover / Pruner

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$43.81**
Supplemental Benefit Rate per Hour: **\$18.05**

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$31.75**
Supplemental Benefit Rate per Hour: **\$18.05**

Watering - Plant Maintainer

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$25.69**
Supplemental Benefit Rate per Hour: **\$18.05**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$58.92**

Supplemental Benefit Rate per Hour: **\$44.01**

Marble Finisher

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$45.44**

Supplemental Benefit Rate per Hour: **\$41.06**

Marble Polisher

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$44.47**

Supplemental Benefit Rate per Hour: **\$33.96**

Marble Maintenance Finisher

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$27.72**

Supplemental Benefit Rate per Hour: **\$15.31**

Overtime Description

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).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

Building Laborer

Mason Tender

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$41.45

Supplemental Benefit Rate per Hour: \$33.24

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$38.00**

Supplemental Benefit Rate per Hour: **\$26.54**

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$27.19**

Supplemental Benefit Rate per Hour: **\$20.86**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #79)

METALLIC LATHER

Metallic Lather

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$46.45**

Supplemental Benefit Rate per Hour: **\$54.80**

Supplemental Note: For time and one half overtime - \$66.55 For double overtime - \$86.60

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Off-shift work outside of normal working hours shall receive straight time rate plus \$12 per hour for the first eight (8) hours.

(Local #46)

MILLWRIGHT

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Millwright

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$59.35**

Supplemental Benefit Rate per Hour: **\$58.67**

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

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Veteran's 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

Second and third shifts receives the straight time rate of pay plus fifteen (15%) percent allowing for one half hour for a meal. There must be a first shift to work a second and third shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) percent for weekday hours.

(Local #740)

MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$53.98**

Supplemental Benefit Rate per Hour: **\$47.12**

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$52.37**

Supplemental Benefit Rate per Hour: **\$47.12**

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$52.37**

Supplemental Benefit Rate per Hour: **\$47.12**

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

Washington's Birthday

Good Friday

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Local #7)

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$44.00**

Supplemental Benefit Rate per Hour: **\$42.46**

Supplemental Note: **\$50.56** on overtime

Spray & Scaffold / Decorative / Sandblast

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$47.00**

Supplemental Benefit Rate per Hour: **\$42.46**

Supplemental Note: \$50.56 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 - BRIDGE & STRUCTURAL STEEL

Painters on Structural Steel

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$56.00**

Supplemental Benefit Rate per Hour: **\$52.78**

Painter - Power Tool

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$63.00**

Supplemental Benefit Rate per Hour: **\$52.78**

Overtime Wage Rate: \$6.50 above the "Painters on Structural Steel" overtime rate.

Overtime Description

Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Second shift is paid at regular hourly wage rates plus a ten percent (10%) differential. There must be a first shift to work a second shift.

(Local #806)

PAINTER - METAL POLISHER

METAL POLISHER

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$34.00**

Supplemental Benefit Rate per Hour: **\$12.36**

METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$34.95**

Supplemental Benefit Rate per Hour: **\$12.36**

METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$37.50**

Supplemental Benefit Rate per Hour: **\$12.36**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

ASSISTANT METAL POLISHER

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$26.50**

Supplemental Benefit Rate per Hour: **\$11.92**

ASSISTANT METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$27.25**

Supplemental Benefit Rate per Hour: **\$11.92**

ASSISTANT METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$29.00**

Supplemental Benefit Rate per Hour: **\$11.92**

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.

Holiday Pay

Only employees who have completed one year of service, including any trial period shall be eligible for 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.

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Local 8A-28A

PAINTER - SIGN

Sign Painter

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$48.07**

Supplemental Benefit Rate per Hour: **\$27.25**

Assistant Sign Painter

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$40.85**

Supplemental Benefit Rate per Hour: **\$25.90**

Overtime Description

If any employee is required to work on any of the paid holidays then the employee shall receive double time rate of wages as well as the holiday pay for that day.

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.

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)

PAPERHANGER

Paperhanger

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$48.02**

Supplemental Benefit Rate per Hour: **\$43.14**

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.

Double time 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

see LABORER - PAVER AND ROADBUILDER

PLASTERER

Plasterer

Effective Period: 7/1/2024 - 7/31/2024

Wage Rate per Hour: **\$52.10**

Supplemental Benefit Rate per Hour: **\$25.35**

Effective Period: 8/1/2024 - 6/30/2025

Wage Rate per Hour: **\$52.99**

Supplemental Benefit Rate per Hour: **\$26.10**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

When it is not possible to conduct work during regular working hours (between 6:30am and 4:30pm), a shift differential shall be paid at the regular hourly rate plus a twelve percent (12%) per hour differential. Workers on shift work shall be allowed a paid one-half hour meal break.

(Local #262)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$41.45**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$33.24**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

PLUMBER

Plumber

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$74.95**

Supplemental Benefit Rate per Hour: **\$43.00**

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$60.04**

Supplemental Benefit Rate per Hour: **\$34.32**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime Description

Where the plumbing contract price is one and one half million dollars (\$1,500,000.00) or less, double time the regular rate after an 8 hour day.

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

Shift Rates

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday.

50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)

(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Plumber

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$48.20**

Supplemental Benefit Rate per Hour: **\$21.36**

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

Double time 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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$52.07**

Supplemental Benefit Rate per Hour: **\$30.82**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$73.00**

Supplemental Benefit Rate per Hour: **\$32.81**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

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)

Journeyperson

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$63.43**

Supplemental Benefit Rate per Hour: **\$31.50**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:00 P.M.) is to be paid at time and one half the regular rate. However, the employer may establish one (1) or two (2) shifts starting at or after 4:00 P.M. to be paid at the regular hourly rate plus a 10% differential. For projects bid and performed after July 1, 2023, the first shift shall be paid at the regular hourly rate plus a 5% differential.

(Bricklayer District Council)

ROOFER

Roofer

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$48.50**

Supplemental Benefit Rate per Hour: **\$38.81**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential. There must be a first shift to work the second shift, and a second shift to work the third shift. All other work outside the regular work day (an eight hour workday between the hours of 5:00 A.M. and 4:00 P.M.) is to be paid at time and one half the regular rate.

(Local #8)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$53.60**

Supplemental Benefit Rate per Hour: **\$58.43**

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$42.88**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$58.43

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$19.57

Supplemental Benefit Rate per Hour: \$12.72

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Work that can only be performed outside regular working hours (eight hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate.

Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays.

(Local #28)

SHEET METAL WORKER - SPECIALTY
(Decking & Siding)

Sheet Metal Specialty Worker

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$50.10**

Supplemental Benefit Rate per Hour: **\$30.04**

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$31.50**

Supplemental Benefit Rate per Hour: **\$3.98**

Shipyard Mechanic - Second Class

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$23.86**

Supplemental Benefit Rate per Hour: **\$3.77**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Shipyards Laborer - First Class

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$25.85**

Supplemental Benefit Rate per Hour: **\$3.78**

Shipyards Laborer - Second Class

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$18.87**

Supplemental Benefit Rate per Hour: **\$3.72**

Shipyards Dockhand - First Class

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$24.20**

Supplemental Benefit Rate per Hour: **\$3.77**

Shipyards Dockhand - Second Class

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$19.37**

Supplemental Benefit Rate per Hour: **\$3.63**

Overtime Description

Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular hourly rate after 40 straight time hours in any work week.

Paid Holidays

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Based on Survey Data

SIGN ERECTOR

(Sheet Metal, Plastic, Electric, and Neon)

Sign Erector

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$58.00**

Supplemental Benefit Rate per Hour: **\$63.44**

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 the following holiday(s).

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

STEAMFITTER

Steamfitter

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$61.80**

Supplemental Benefit Rate per Hour: **\$61.14**

Supplemental Note: Overtime supplemental benefit rate: \$121.54

Steamfitter -Temporary Services

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$46.97**

Supplemental Benefit Rate per Hour: **\$49.65**

Overtime Description

Double time after a 7 hour day except for Temporary Services.

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

Paid Holidays

None

Shift Rates

May be performed outside of the regular workday except Saturday, Sunday and Holidays. When shift work is performed the wage rate for regular time worked is a 15% percent premium on wage and 15% percent premium on supplemental benefits.

Local 638

STEAMFITTER - REFRIGERATION AND AIR CONDITIONER

(Maintenance and Installation Service Person)

Refrigeration and Air Conditioner Mechanic

Effective Period: 7/1/2024 - 6/30/2025

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$46.10**

Supplemental Benefit Rate per Hour: **\$21.96**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Christmas Day

Double time and one half the regular rate for work on the following holiday(s).

Martin Luther King Jr. Day

President's Day

Memorial Day

Columbus Day

Paid Holidays

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

(Local #638-B)

STONE MASON - SETTER

Stone Mason - Setter

(Assisted by Derrickperson and Rigger)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$57.35**

Supplemental Benefit Rate per Hour: **\$55.47**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$48.47**

Supplemental Benefit Rate per Hour: **\$33.51**

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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.)

Telecommunication Worker

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$47.03**

Supplemental Benefit Rate per Hour: **\$23.15**

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$22.84 for Staten Island only.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Paid Holidays

New Year's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$49.46**

Supplemental Benefit Rate per Hour: **\$32.86**

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
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$64.40**

Supplemental Benefit Rate per Hour: **\$36.01**

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
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TIMBERPERSON

Timberperson

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$55.59**

Supplemental Benefit Rate per Hour: **\$55.41**

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. Benefits for off-shift work shall be paid at the straight time rate.

(Local #1556)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$73.50**

Supplemental Benefit Rate per Hour: **\$64.93**

Tunnel Workers (Compressed Air Rates)

Includes shield driven liner plate portions or solidification portions work (8 hour shift) during excavation phase.

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$70.88**

Supplemental Benefit Rate per Hour: **\$62.88**

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$69.69**

Supplemental Benefit Rate per Hour: **\$61.64**

Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$68.30**

Supplemental Benefit Rate per Hour: **\$60.64**

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$68.30**

Supplemental Benefit Rate per Hour: **\$60.64**

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$60.18**

Supplemental Benefit Rate per Hour: **\$56.85**

Blasters (Free Air Rates)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$70.12**

Supplemental Benefit Rate per Hour: **\$62.33**

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$67.08**

Supplemental Benefit Rate per Hour: **\$59.73**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

All Others (Free Air Rates)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$62.01**

Supplemental Benefit Rate per Hour: **\$55.28**

Microtunneling (Free Air Rates)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$53.66**

Supplemental Benefit Rate per Hour: **\$47.78**

Overtime Description

For work performed during excavation and primary concrete tunnel lining phases - Double time the regular rate after an 8 hour day and Saturday, Sunday and on the following holiday(s) listed below.

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 8 hour day, Saturday, Sunday and double time the regular rate for work on the following holiday(s) listed below.

For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

For work not listed above - Time and one half the regular rate after an 8 hour day and Saturday and double time the regular rate on Sunday and on the following holiday(s) listed below.

Paid Holidays

New Year's Day

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

(Local #147)

UTILITY LOCATOR

(Locate & mark underground utilities including gas for street excavation and utility line repairs)

Utility Locator (Year 7 and above)

Effective Period: 7/1/2024 - 6/30/2025

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$31.56**

Supplemental Benefit Rate per Hour: **\$1.43**

Utility Locator (Year 5 - 6)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$22.85**

Supplemental Benefit Rate per Hour: **\$1.43**

Utility Locator (Year 4)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$21.54**

Supplemental Benefit Rate per Hour: **\$1.43**

Utility Locator (Year 3)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$20.30**

Supplemental Benefit Rate per Hour: **\$1.43**

Utility Locator (Year 2)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$19.13**

Supplemental Benefit Rate per Hour: **\$1.43**

Utility Locator (Year 1)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$18.04**

Supplemental Benefit Rate per Hour: **\$1.43**

Utility Locator (Up to 1 year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$17.00**

Supplemental Benefit Rate per Hour: **\$1.43**

Supplemental Note: No benefits for the first 90 days of employment.

Overtime

Time and one half the regular rate for work on the following holiday(s).

Time and one half the regular hourly rate after 40 straight time hours in any work week.

Paid Holidays

New Year's Day

Memorial Day

Independence Day

Thanksgiving Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Christmas Day

Shift Rates

10% shift differential to employees working any shift starting between noon and 5 AM.

Vacation

For up to 1 year 0 hours
For year 1 - 2 48 hours per year
For year 3 - 9 96 hours per year
For year 10 or more 144 hours per year

Sick Days:

For up to 1 year employee receives 40 hours paid sick leave.
For year 1 employee earns 2 hours of paid sick leave for every 100 overtime hours worked.
For year 2 - 9 years employee earns 4 hours of paid sick leave for every 100 overtime hours worked.
For year 10 or more employee earns 6 hours of paid sick leave for every 100 overtime hours worked.

(C.W.A.)

WELDER

**WELDER AND FIREWATCH TO BE PAID AT THE RATE OF THE
JOURNEYPERSON OR REGISTERED APPRENTICE IN THE TRADE
PERFORMING THE WORK.**

OFFICE OF THE COMPTROLLER

CITY OF NEW YORK

**CONSTRUCTION APPRENTICE
PREVAILING WAGE SCHEDULE**

Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be paid at the apprentice rates in this schedule. Apprentices who are not so registered must be paid as journey persons in accordance with the trade classification of the work they actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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BOILERMAKER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$34.95

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$36.99

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$39.06

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$41.09

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 85% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$43.17

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$45.23

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 95% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$47.28

(Local #5)

BRICKLAYER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$27.60

Bricklayer (Second 750 Hours)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$27.60

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$27.60

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$27.60

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$27.60

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 95% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$27.60

(Bricklayer District Council)

CARPENTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour For Building Apprentice: \$22.20

Supplemental Benefit Rate Per Hour For Building Apprentice: \$17.70

Wage Rate Per Hour For Heavy Apprentice: \$26.98

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$37.89

Carpenter (Second Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour For Building Apprentice: \$25.20

Supplemental Benefit Rate Per Hour For Building Apprentice: \$19.20

Wage Rate Per Hour For Heavy Apprentice: \$32.58

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$37.89

Carpenter (Third Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour For Building Apprentice: \$29.45

Supplemental Benefit Rate Per Hour For Building Apprentice: \$22.80

Wage Rate Per Hour For Heavy Apprentice: \$40.96

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$37.89

Carpenter (Fourth Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour For Building Apprentice: \$37.33

Supplemental Benefit Rate Per Hour For Building Apprentice: \$24.80

Wage Rate Per Hour For Heavy Apprentice: \$49.35

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$37.89

(Carpenters District Council)

CARPENTER - HIGH RISE CONCRETE FORMS

(Ratio of Apprentice to Journeyman: 1 to 1, 2 to 5)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Carpenter - High Rise (First Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$18.27**

Supplemental Benefit Rate per Hour: **\$17.55**

Carpenter - High Rise (Second Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$24.70**

Supplemental Benefit Rate per Hour: **\$17.68**

Carpenter - High Rise (Third Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$31.28**

Supplemental Benefit Rate per Hour: **\$17.81**

Carpenter - High Rise (Fourth Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$38.90**

Supplemental Benefit Rate per Hour: **\$17.96**

(Carpenters District Council)

CEMENT AND CONCRETE WORKER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Cement & Concrete Worker (First 1333 hours)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: 53% of Journeyman's rate

Supplemental Benefit Rate Per Hour: **\$16.44**

Cement & Concrete Worker (Second 1333 hours)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: 69% of Journeyman's rate

Supplemental Benefit Rate Per Hour: **\$21.72**

Cement & Concrete Worker (Last 1334 hours)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 85% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$23.00

(Cement Concrete Workers District Council)

CEMENT MASON

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Cement Mason (First Year)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: \$23.39
Supplemental Benefit Rate per Hour: \$14.86

Cement Mason (Second Year)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: \$28.29
Supplemental Benefit Rate per Hour: \$15.16

Cement Mason (Third Year)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: \$33.69
Supplemental Benefit Rate per Hour: \$15.27

(Local #780)

DERRICKPERSON & RIGGER (STONE)

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 50% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate Per Hour: 50% of Journeyperson's rate

Derrickperson & Rigger (stone) - Second Year: 1st Six Months

Effective Period: 7/1/2024 - 6/30/2025

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: 7/1/2024 - 6/30/2025

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: 7/1/2024 - 6/30/2025

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: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: \$26.98

Supplemental Benefit Rate Per Hour: \$37.89

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: \$32.58

Supplemental Benefit Rate Per Hour: \$37.89

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: \$40.96

Supplemental Benefit Rate Per Hour: \$37.89

Dockbuilder/Pile Driver (Fourth Year)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: \$49.35
Supplemental Benefit Rate Per Hour: \$37.89

(Carpenters District Council)

ELECTRICIAN

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Electrician (First Term: 0-6 Months)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: \$18.00
Supplemental Benefit Rate per Hour: \$17.18
Overtime Supplemental Rate Per Hour: \$18.38

Electrician (First Term: 7-12 Months)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: \$18.50
Supplemental Benefit Rate per Hour: \$17.44
Overtime Supplemental Rate Per Hour: \$18.67

Electrician (Second Term: 0-6 Months)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: \$19.50
Supplemental Benefit Rate per Hour: \$17.97
Overtime Supplemental Rate Per Hour: \$19.26

Electrician (Second Term: 7-12 Months)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: \$20.50
Supplemental Benefit Rate per Hour: \$18.49
Overtime Supplemental Rate Per Hour: \$19.85

Electrician (Third Term: 0-6 Months)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: \$21.50

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$19.02**
Overtime Supplemental Rate Per Hour: **\$20.44**

Electrician (Third Term: 7-12 Months)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$22.50**
Supplemental Benefit Rate per Hour: **\$19.54**
Overtime Supplemental Rate Per Hour: **\$21.03**

Electrician (Fourth Term: 0-6 Months)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$23.50**
Supplemental Benefit Rate per Hour: **\$20.06**
Overtime Supplemental Rate Per Hour: **\$21.62**

Electrician (Fourth Term: 7-12 Months)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$25.50**
Supplemental Benefit Rate per Hour: **\$21.11**
Overtime Supplemental Rate Per Hour: **\$22.80**

Electrician (Fifth Term: 0-12 Months)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$27.50**
Supplemental Benefit Rate per Hour: **\$24.79**
Overtime Supplemental Rate Per Hour: **\$26.52**

Electrician (Fifth Term: 13-18 Months)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$32.00**
Supplemental Benefit Rate per Hour: **\$27.20**
Overtime Supplemental Rate Per Hour: **\$29.23**

Overtime Description

Overtime Wage paid at time and one half the regular rate

(Local #3)

ELEVATOR CONSTRUCTOR

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Elevator (Constructor) - First Year

Effective Period: 7/1/2024 - 3/16/2025
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$34.78

Effective Period: 3/17/2025 - 6/30/2025
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$35.48

Elevator (Constructor) - Second Year

Effective Period: 7/1/2024 - 3/16/2025
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$35.42

Effective Period: 3/17/2025 - 6/30/2025
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$36.16

Elevator (Constructor) - Third Year

Effective Period: 7/1/2024 - 3/16/2025
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$36.71

Effective Period: 3/17/2025 - 6/30/2025
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$37.53

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2024 - 3/16/2025
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$38.00

Effective Period: 3/17/2025 - 6/30/2025
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$38.90

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2024 - 3/16/2025
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Per Hour: \$34.75

Effective Period: 3/17/2025 - 6/30/2025
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Per Hour: \$35.45

Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2024 - 3/16/2025
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Benefit Per Hour: \$35.39

Effective Period: 3/17/2025 - 6/30/2025
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Benefit Per Hour: \$36.13

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2024 - 3/16/2025
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Per Hour: \$36.68

Effective Period: 3/17/2025 - 6/30/2025
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Per Hour: \$37.50

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2024 - 3/16/2025
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Benefit Per Hour: \$37.96

Effective Period: 3/17/2025 - 6/30/2025
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Benefit Per Hour: \$38.86

(Local #1)

ENGINEER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$27.47

Supplemental Benefit Rate per Hour: \$34.30

Engineer - Second Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$34.34

Supplemental Benefit Rate per Hour: \$34.30

Engineer - Third Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$37.77

Supplemental Benefit Rate per Hour: \$34.30

Engineer - Fourth Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$41.21

Supplemental Benefit Rate per Hour: \$34.30

(Local #15)

ENGINEER - OPERATING

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: 40% of Operating Engineer - Road & Heavy Construction V's Rate

Supplemental Benefit Per Hour: \$26.40

Operating Engineer - Second Year

Effective Period: 7/1/2024 - 6/30/2025

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 50% of Operating Engineer - Road & Heavy Construction V's Rate
Supplemental Benefit Per Hour: \$26.40

Operating Engineer - Third Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 60% of Operating Engineer - Road & Heavy Construction V's Rate
Supplemental Benefit Per Hour: \$26.40

(Local #14)

FLOOR COVERER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Floor Coverer (First Year)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: \$25.20
Supplemental Benefit Rate per Hour: \$17.25

Floor Coverer (Second Year)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: \$28.20
Supplemental Benefit Rate per Hour: \$18.75

Floor Coverer (Third Year)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: \$32.45
Supplemental Benefit Rate per Hour: \$22.35

Floor Coverer (Fourth Year)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: \$40.33
Supplemental Benefit Rate per Hour: \$24.35

(Carpenters District Council)

GLAZIER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Glazier (Second Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Glazier (Third Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Glazier (Fourth Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #1281)

HAZARDOUS MATERIAL HANDLER

(Ratio of Apprentice Journeyman: 1 to 1, 1 to 3)

Handler (First 1000 Hours)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$20.00

Supplemental Benefit Rate per Hour: \$15.10

Handler (Second 1000 Hours)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: \$21.00

Supplemental Benefit Rate per Hour: \$15.10

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Handler (Third 1000 Hours)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$24.00**
Supplemental Benefit Rate per Hour: **\$15.10**

Handler (Fourth 1000 Hours)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$26.00**
Supplemental Benefit Rate per Hour: **\$15.10**

(Local #78)

HEAT & FROST INSULATOR
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2024 - 6/30/2025
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2024 - 6/30/2025
Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2024 - 6/30/2025
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2024 - 6/30/2025
Wage and Supplemental Rate Per Hour: 70% of Journeyman's rate

(Local #12)

HOUSE WRECKER

(TOTAL DEMOLITION)

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

House Wrecker - First Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$21.55**

Supplemental Benefit Rate per Hour: **\$11.27**

House Wrecker - Second Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$23.30**

Supplemental Benefit Rate per Hour: **\$11.27**

House Wrecker - Third Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$24.80**

Supplemental Benefit Rate per Hour: **\$11.27**

House Wrecker - Fourth Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$27.30**

Supplemental Benefit Rate per Hour: **\$11.27**

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Iron Worker (Ornamental) - First Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$25.98**

Supplemental Benefit Rate per Hour: **\$16.00**

Iron Worker (Ornamental) - Second Year

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$28.45**
Supplemental Benefit Rate per Hour: **\$18.00**

Iron Worker (Ornamental) - Third Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$30.80**
Supplemental Benefit Rate per Hour: **\$19.00**

Iron Worker (Ornamental) - Fourth Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$34.39**
Supplemental Benefit Rate per Hour: **\$21.00**

(Local #580)

IRON WORKER - STRUCTURAL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$30.23**
Supplemental Benefit Rate per Hour: **\$61.90**

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$30.83**
Supplemental Benefit Rate per Hour: **\$61.90**

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$31.44**
Supplemental Benefit Rate per Hour: **\$61.90**

(Local #40 and #361)

LABORER - HEAVY & HIGHWAY

(Ratio Apprentice to Journeyman: 1 to 1, 1 to 3)

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First 1000 hours

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: \$54.03

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Rate Per Hour: 54.03

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: 75% of Journeyman's rate

Supplemental Rate Per Hour: 54.03

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: 90% of Journeyman's rate

Supplemental Rate Per Hour: \$54.03

(Local #731)

LABORER - PAVER & ROADBUILDER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$31.36**
Supplemental Benefit Rate per Hour: **\$26.67**

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$33.00**
Supplemental Benefit Rate per Hour: **\$26.67**

(Local#1010)

**LABORER - PAVER AND ROADBUILDER - LINE
STRIPING (ROADWAY)**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Paver and Roadbuilder - Line Striping (Roadway) - First Year (Minimum 1000 hours)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$31.36**
Supplemental Benefit Rate per Hour: **\$19.27**

Paver and Roadbuilder - Line Striping (Roadway) - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$33.00**
Supplemental Benefit Rate per Hour: **\$19.27**

(Local #1010)

MARBLE MECHANICS

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Cutters & Setters - First 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Cutters & Setters - Second 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 45% of Journeyperson's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Cutters & Setters - Seventh 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Cutters & Setters - Eighth 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Cutters & Setters - Ninth 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Cutters & Setters - Tenth 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

Polishers & Finishers - First 900 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Polishers & Finishers - Second 900 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

Polishers & Finishers - Third 900 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)

MASON TENDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Mason Tender - First Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$22.05**

Supplemental Benefit Rate per Hour: **\$10.77**

Mason Tender - Second Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$23.80**

Supplemental Benefit Rate per Hour: **\$10.77**

Mason Tender - Third Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$25.30**

Supplemental Benefit Rate per Hour: **\$10.77**

Mason Tender - Fourth Year

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$27.80**
Supplemental Benefit Rate per Hour: **\$10.77**

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER) (Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Mason Tender (Interior Demolition) - First Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$21.30**
Supplemental Benefit Rate per Hour: **\$10.97**

Mason Tender (Interior Demolition) - Second Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$23.05**
Supplemental Benefit Rate per Hour: **\$10.97**

Mason Tender (Interior Demolition) - Third Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$24.55**
Supplemental Benefit Rate per Hour: **\$10.97**

Mason Tender (Interior Demolition) - Fourth Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$27.05**
Supplemental Benefit Rate per Hour: **\$10.97**

(Local #79)

METALLIC LATHER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Metallic Lather (First Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$22.55**

Supplemental Benefit Rate per Hour: **\$17.87**

Metallic Lather (Second Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$23.60**

Supplemental Benefit Rate per Hour: **\$16.87**

Metallic Lather (Third Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$24.60**

Supplemental Benefit Rate per Hour: **\$15.92**

Metallic Lather (Fourth Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$25.65**

Supplemental Benefit Rate per Hour: **\$14.92**

(Local #46)

MILLWRIGHT

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Millwright (First Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$32.16**

Supplemental Benefit Rate per Hour: **\$37.78**

Millwright (Second Year)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$37.61**
Supplemental Benefit Rate per Hour: **\$41.48**

Millwright (Third Year)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$43.06**
Supplemental Benefit Rate per Hour: **\$45.83**

Millwright (Fourth Year)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$53.96**
Supplemental Benefit Rate per Hour: **\$52.59**

(Local #740)

PAINTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$17.60**
Supplemental Benefit Rate per Hour: **\$19.09**

Painter - Brush & Roller - Second Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$22.00**
Supplemental Benefit Rate per Hour: **\$24.46**

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$26.40**
Supplemental Benefit Rate per Hour: **\$28.80**

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2024 - 6/30/2025

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$35.20**

Supplemental Benefit Rate per Hour: **\$37.24**

(District Council of Painters)

PAINTER - BRIDGE & STRUCTURAL STEEL

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Painter - Bridge & Structural Steel (First Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Painter - Bridge & Structural Steel (Second Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Painter - Bridge & Structural Steel (Third Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #806)

PAINTER - METAL POLISHER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Metal Polisher (First Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$19.67**

Supplemental Benefit Rate per Hour: **\$8.66**

New Construction - Wage Rate Per Hour: **\$20.06**

Scaffold Over 34 Feet - Wage Rate Per Hour: **\$22.17**

Metal Polisher (Second Year)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$21.63**

Supplemental Benefit Rate per Hour: **\$8.66**

New Construction - Wage Rate Per Hour: **\$22.07**

Scaffold Over 34 Feet - Wage Rate Per Hour: **\$24.13**

Metal Polisher (Third Year)

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$23.60**

Supplemental Benefit Rate per Hour: **\$8.66**

New Construction - Wage Rate Per Hour: **\$24.14**

Scaffold Over 34 Feet - Wage Rate Per Hour: **\$26.10**

(Local 8A-28)

PLASTERER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

(Each Term is 800 Hours.)

Plasterer - First Term

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: 55% of Journeyman's rate

Supplemental Rate Per Hour: **\$17.48**

Plasterer - Second Term

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Rate Per Hour: **\$18.63**

Plasterer - Third Term

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: 70% of Journeyman's rate

Supplemental Rate Per Hour: **\$20.93**

Plasterer - Fourth Term

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: 75% of Journeyman's rate

Supplemental Rate Per Hour: **\$22.10**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

(Local #262)

PLASTERER - TENDER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Plasterer Tender - First Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$21.55**

Supplemental Benefit Rate per Hour: **\$11.27**

Plasterer Tender - Second Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$23.30**

Supplemental Benefit Rate per Hour: **\$11.27**

Plasterer Tender - Third Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$24.80**

Supplemental Benefit Rate per Hour: **\$11.27**

Plasterer Tender - Fourth Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$27.30**

Supplemental Benefit Rate per Hour: **\$11.27**

(Local #79)

PLUMBER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$19.00**

Supplemental Benefit Rate per Hour: **\$5.43**

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$21.00**

Supplemental Benefit Rate per Hour: **\$6.43**

Plumber - Second Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$30.22**

Supplemental Benefit Rate per Hour: **\$22.73**

Plumber - Third Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$32.32**

Supplemental Benefit Rate per Hour: **\$22.73**

Plumber - Fourth Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$35.17**

Supplemental Benefit Rate per Hour: **\$22.73**

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$36.57**

Supplemental Benefit Rate per Hour: **\$22.73**

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$48.64**

Supplemental Benefit Rate per Hour: **\$22.73**

(Plumbers Local #1)

POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER

(Exterior Building Renovation)

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - First Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$32.76**

Supplemental Benefit Rate per Hour: **\$15.10**

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Second Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$37.09**

Supplemental Benefit Rate per Hour: **\$20.30**

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Third Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$42.97**

Supplemental Benefit Rate per Hour: **\$24.05**

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Fourth Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$51.60**

Supplemental Benefit Rate per Hour: **\$25.05**

(Bricklayer District Council)

ROOFER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Roofer - First Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: 38% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: **\$7.67**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Roofer - Second Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$17.69

Roofer - Third Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$19.61

Roofer - Fourth Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$23.45

Roofer - Fifth Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$29.22

(Local #8)

SHEET METAL WORKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Sheet Metal Worker (0-6 Months)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 25% of Journeyperson's rate
Supplemental Rate Per Hour: \$7.64

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: \$21.49

Sheet Metal Worker (19-30 Months)

Effective Period: 7/1/2024 - 6/30/2025

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$29.09

Sheet Metal Worker (31-36 Months)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$34.41

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$34.41

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$42.42

Sheet Metal Worker (49-54 Months)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$42.42

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$47.76

(Local #28)

SIGN ERECTOR

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: \$17.84

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$20.25

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$22.66

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$25.09

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.83

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$36.81

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$40.63

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$43.70

Sign Erector - Fifth Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$46.76

Sign Erector - Sixth Year

Effective Period: 7/1/2024 - 6/30/2025

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$49.80

(Local #137)

STEAMFITTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

Steamfitter - Second Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

Steamfitter - Third Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate and Supplemental Rate per Hour: 60% of Journeyperson's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate and Supplemental Rate Per Hour: 70% of Journeyperson's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

(Local #638)

STEAMFITTER - REFRIGERATION & AIR CONDITIONER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Refrigeration & Air Conditioner (First Year)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$22.31**
Supplemental Benefit Rate per Hour: **\$14.47**

Refrigeration & Air Conditioner (Second Year)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$26.94**
Supplemental Benefit Rate per Hour: **\$15.91**

Refrigeration & Air Conditioner (Third Year)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$31.38**
Supplemental Benefit Rate per Hour: **\$17.41**

Refrigeration & Air Conditioner (Fourth Year)

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$37.90**
Supplemental Benefit Rate per Hour: **\$19.44**

(Local #638-B)

STONE MASON - SETTER

(Ratio Apprentice of Journeyman: 1 to 1, 1 to 2)

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2024 - 6/30/2025
Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Third 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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: 7/1/2024 - 6/30/2025
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: 7/1/2024 - 6/30/2025
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: 7/1/2024 - 6/30/2025
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: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$21.75**
Supplemental Benefit Rate per Hour: **\$15.00**

Drywall Taper - Second Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$24.24**
Supplemental Benefit Rate per Hour: **\$24.71**

Drywall Taper - Third Year

Effective Period: 7/1/2024 - 6/30/2025
Wage Rate per Hour: **\$29.08**
Supplemental Benefit Rate per Hour: **\$26.67**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Drywall Taper - Fourth Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate per Hour: **\$38.78**

Supplemental Benefit Rate per Hour: **\$30.59**

(Local #1974)

TILE LAYER - SETTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 35% of Journeyman's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour 40% of Journeyman's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

Tile Layer - Setter - Seventh 750 Hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Tile Layer - Setter - Eighth 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Tile Layer - Setter - Ninth 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

Tile Layer - Setter - Tenth 750 Hours

Effective Period: 7/1/2024 - 6/30/2025

Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)

TIMBERPERSON

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Timberperson - First Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: \$24.96

Supplemental Rate Per Hour: \$37.69

Timberperson - Second Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: \$30.07

Supplemental Rate Per Hour: \$37.69

Timberperson - Third Year

Effective Period: 7/1/2024 - 6/30/2025

Wage Rate Per Hour: \$37.72

Supplemental Rate Per Hour: \$37.69

Timberperson - Fourth Year

Effective Period: 7/1/2024 - 6/30/2025

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE**

Wage Rate Per Hour: \$45.38

Supplemental Rate Per Hour: \$37.69

(Local #1536)



Leonard A. Mancusi
SENIOR ASSISTANT COMPTROLLER

THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
1 CENTRE STREET ROOM 1120
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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



THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
BUREAU OF LABOR LAW
1 CENTRE STREET
NEW YORK, NY 10007

BRAD LANDER
COMPTROLLER

COMPTROLLER'S PREVAILING WAGE MEMORANDUM REGARDING FLAG PERSONS

June 1, 2024

This memorandum supersedes and replaces the Comptroller's Prevailing Wage Memoranda dated May 21, 1998 and related clarification dated March 13, 2001 concerning Flag Persons. This memorandum sets forth the superseding determination of the New York City Comptroller concerning the applicability of Article 8, Section 220 of the New York Labor Law (the "Labor Law") to individuals who perform traffic control duty or "flagger" tasks in connection with public works construction projects within the jurisdiction of the City of New York. The guidance set forth herein is effective July 1, 2024 and applies only to public works contracts and subcontracts solicited on or after such date.

For purposes of this memorandum, "traffic control duty" means tasks necessary or appropriate to alleviate congestion by directing the flow of pedestrian and/or vehicular traffic away from the vicinity of the construction site using a sign or flag. Workers performing traffic control duty in connection with a public works construction project, whether or not such workers are on, adjacent to, or in close proximity to the construction site, are performing the work of a construction "laborer," as directing traffic away from the job site serves to protect the public and safeguard the work crew. Such workers are thus subject to the prevailing wage requirements of Article 8, Section 220 of the Labor Law as "laborers, workmen, or mechanics." Accordingly, the Prevailing Rate of Wages and Supplements applies to such individuals.

Additionally, workers who perform "flagger" tasks relating to the protection of the public and/or work crew, including but not limited to erecting traffic cones, setting up construction site barriers, and directing the movement of trucks or construction equipment in, on, and off the site, also are subject to the requirements of Article 8, Section 220 of the Labor Law and the Prevailing Rate of Wages and Supplements.

This position is consistent with the New York State Department of Labor's position under Article 8 of the New York Labor Law and the U.S. Department of Labor's position under the Davis-Bacon Act and will promote and streamline compliance with prevailing wage requirements on the various public works construction projects within New York City.

If the trade performing the underlying work performs its own flagging or traffic control, e.g., bridge painters, the flagger or traffic control worker shall receive the same wages as the underlying trade. In the absence of an underlying trade, the flagger or traffic control worker shall receive the wages as set forth in the "Flagger" section of the New York City Comptroller's Construction Worker Prevailing Wage Schedule.

Contractors, agencies, and members of the public are encouraged to contact the Bureau of Labor Law to seek clarification regarding specific instances to ensure compliance with prevailing wage regulations and this memorandum.



**Department of
Design and
Construction**

**DIVISION OF INFRASTRUCTURE
BUREAU OF DESIGN**

VOLUME 2 OF 3

PROJECT ID: SAND1048

**RECONSTRUCTION OF SUNSET PARK NORTH SECTION
OF THE BROOKLYN WATERFRONT GREENWAY**

INCLUDING ROADWAY RECONSTRUCTION, SEWER AND WATER MAIN,
STREET LIGHTING AND TRAFFIC SIGNAL, LANDSCAPING WORK

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

Contractor

Dated _____, 20__

**APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY**

Acting Corporation Counsel

Dated _____, 20__



**Department of
Design and
Construction**

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

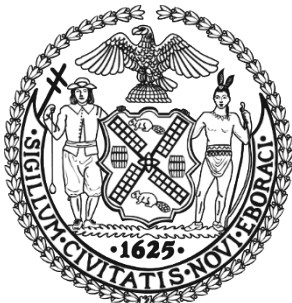
TO BE FILLED IN BY THE BIDDER:

BIDDER'S NAME:

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

NUMBER OF ADDENDUMS RECEIVED
AND ATTACHED TO BID:
____ ADDENDUMS

DDC CLIENT AGENCY:
DEPARTMENT OF TRANSPORTATION
PREPARED BY:
AECOM USA, INC.
DATE PREPARED:
12/31/2023



VOLUME 3 OF 3

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

PROJECT ID: SAND1048

**SCHEDULE A
SPECIFICATIONS AND
REVISIONS TO STANDARD
SPECIFICATIONS**

**RECONSTRUCTION OF SUNSET PARK
NORTH SECTION OF THE BROOKLYN
WATERFRONT GREENWAY**

INCLUDING ROADWAY RECONSTRUCTION, SEWER AND
WATER MAIN, STREET LIGHTING AND TRAFFIC SIGNAL,
LANDSCAPING WORK

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

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

06/14/2024

ADDENDUM No. # 1

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

85024B0046-SAND1048

**RECONSTRUCTION OF SUNSET PARK NORTH SECTION OF THE
BROOKLYN WATERFRONT GREENWAY, BROOKLYN**

This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

The bidder is advised that the items listed below apply to the project:

1. **Bidders Questions and Responses to Questions:**
See Attachment A. is included with this Addendum.
2. **Revisions to Documents:**
See Attachment B. is included with this Addendum.
3. **Revisions to PASSPort forms:**
See Attachment C. is included with this Addendum.

Transferring Data Between Rounds of an RFX: A new document titled "Transferring Data Between Rounds of an RFX" has been added to the Documents section of the View RFX tab. Please refer to this document when an addendum has been issued. Note: Whenever an addendum is issued, the RFX item grid will be cleared. You can import the work you have already done by following the steps on this document.

DDC strongly advises vendors to finalize and submit bids 48 hours prior to due date and time. The City is not responsible for technical issues (e.g. internet connection, power outages, technology malfunction, computer errors, etc.) related to bid submissions.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-1041 or by email at CSB_projectinquiries@ddc.nyc.gov.

 for RJ

Richard Jones, PE CWI
Chief Engineer, Executive- Engineering Services

DDC PROJECT #: SAND1048

PROJECT NAME: RECONSTRUCTION OF SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY, BROOKLYN

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

No.	Bidders Questions	DDC Responses
1	The Unit of Measure is not indicated on the Bid Schedule for all JB Items. Please advise if Bidders are to provide the Unit or if the Agency will revised the Bid Schedule.	Refer to Attachment B of this Addendum.

DDC PROJECT #: SAND1048

**PROJECT NAME: RECONSTRUCTION OF SUNSET PARK NORTH SECTION OF THE BROOKLYN
WATERFRONT GREENWAY, BROOKLYN**

ATTACHMENT B – REVISIONS TO THE DOCUMENTS

1). Bid Schedule Excel sheet Revised:

- Added Unit of Measure which was not indicated on the Bid Schedule for some JB Items.

DDC PROJECT #: SAND1048
**PROJECT NAME: RECONSTRUCTION OF SUNSET PARK NORTH SECTION OF THE
BROOKLYN WATERFRONT GREENWAY, BROOKLYN**

ATTACHMENT C – REVISIONS TO PASSPORT FORMS

This Addendum initiates Round 2 of the procurement.

Please note that numbering of addenda is independent of rounds.

Setup:

1. Procurement Description and Statement of Need:

- Deleted the Line “There will be an optional pre-bid conference. Details will be provided in the PASSPort procurement.”

Questionnaire Changes:

A. Bid Schedule:

1. Description in PASSPort:

- Revised to incorporate the language for JB Specialty Items.

2. Bid Schedule Excel sheet Revised:

- Added Unit of Measure which was not indicated on the Bid Schedule for some JB Items.

Item Grid Changes:

None


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

ADDENDA CONTROL SHEET

BID SUBMISSION DATE/ TIME: July 10, 2024; between 8:30am and 11:00am
 BID OPENING DATE/ TIME: July 10, 2024; 11:30am

PROJECT No.: SAND1048

TITLE: **RECONSTRUCTION OF SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY, BROOKLYN**

ADDENDA ISSUED	NO. OF DWG	DATE	APPROVED BY:	
			SPECS UNIT	GENERAL COUNSEL
#1 Questions from Bidders and Responses to Questions; Revisions to Documents. Revision to PASSPort Forms	0	06/14/2024		
#2 Questions from Bidders and Responses to Questions; Revision to the PASSPort forms	0	06/18/2024		 6/18/24

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

06/18/2024

ADDENDUM No. # 2

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

85024B0046-SAND1048

**RECONSTRUCTION OF SUNSET PARK NORTH SECTION OF THE
BROOKLYN WATERFRONT GREENWAY, BROOKLYN**

This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

The bidder is advised that the items listed below apply to the project:

1. **Bidders Questions and Responses to Questions:**
See Attachment A. is included with this Addendum.
2. **Revisions to Documents:**
No Attachment B. is included with this Addendum.
3. **Revisions to PASSPort forms:**
Attachment C. is included with this Addendum.

Transferring Data Between Rounds of an RFX: A new document titled "Transferring Data Between Rounds of an RFX" has been added to the Documents section of the View RFX tab. Please refer to this document when an addendum has been issued. Note: Whenever an addendum is issued, the RFX item grid will be cleared. You can import the work you have already done by following the steps on this document.

DDC strongly advises vendors to finalize and submit bids 48 hours prior to due date and time. The City is not responsible for technical issues (e.g. internet connection, power outages, technology malfunction, computer errors, etc.) related to bid submissions.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-1041 or by email at CSB_projectinquiries@ddc.nyc.gov.

Richard Jones, PE CWI
Chief Engineer, Executive- Engineering Services

DDC PROJECT #: SAND1048

PROJECT NAME: RECONSTRUCTION OF SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY, BROOKLYN

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

No.	Bidders Questions	DDC Responses
1	Item 7.30 NTRS Please advise under which item the studs anchoring the Tee Rail are to be paid.	All material necessary required for the work is paid under the item 7.30 NTRS as per the I-page.

DDC PROJECT #: SAND1048

**PROJECT NAME: RECONSTRUCTION OF SUNSET PARK NORTH SECTION OF THE BROOKLYN
WATERFRONT GREENWAY, BROOKLYN**

ATTACHMENT B – REVISIONS TO THE DOCUMENTS

None

DDC PROJECT #: SAND1048
PROJECT NAME: RECONSTRUCTION OF SUNSET PARK NORTH SECTION OF THE
BROOKLYN WATERFRONT GREENWAY, BROOKLYN

ATTACHMENT C – REVISIONS TO PASSPORT FORMS

This Addendum initiates Round 3 of the procurement.

Please note that numbering of addenda is independent of rounds.

Setup Changes:

M/WBE Requirements Changes:

Category	Earlier	Now
Unspecified	10%	9%
Black American	4%	4%
Hispanic American	1%	2%
Total	15%	15%

Document Changes:

Re-uploaded the following Contract Documents to resolve the issue to download:

- SAND1048 VOL3 OF 3
- SAND1048 -DRAWING_05.30.24-Part1
- SAND1048 -DRAWING_05.30.24-Part2

Questionnaire Changes:

None

Item Grid Changes:

None

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

ADDENDA CONTROL SHEET

BID SUBMISSION DATE/ TIME: July 10, 2024; between 8:30am and 11:00am
BID OPENING DATE/ TIME: July 10, 2024; 11:30am

PROJECT No.: SAND1048

TITLE: **RECONSTRUCTION OF SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY, BROOKLYN**

ADDENDA ISSUED	NO. OF DWG	DATE	APPROVED BY: SPECS UNIT	GENERAL COUNSEL
#1 Questions from Bidders and Responses to Questions; Revisions to Documents. Revision to PASSPort Forms	0	06/14/2024		
#2 Questions from Bidders and Responses to Questions; Revision to the PASSPort forms	0	06/18/2024		
#3 Questions from Bidders and Responses to Questions;	0	06/28/2024	<i>MM</i> for RJ	<i>[Signature]</i> 6/28/24

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

06/28/2024

ADDENDUM No. # 3

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

85024B0046-SAND1048

**RECONSTRUCTION OF SUNSET PARK NORTH SECTION OF THE
BROOKLYN WATERFRONT GREENWAY, BROOKLYN**

This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

The bidder is advised that the items listed below apply to the project:

1. **Bidders Questions and Responses to Questions:**
See Attachment A. is included with this Addendum.
2. **Revisions to Documents:**
No Attachment B. is included with this Addendum.
3. **Revisions to PASSPort forms:**
No Attachment C. is included with this Addendum.

Transferring Data Between Rounds of an RFX: A new document titled "Transferring Data Between Rounds of an RFX" has been added to the Documents section of the View RFX tab. Please refer to this document when an addendum has been issued. Note: Whenever an addendum is issued, the RFX item grid will be cleared. You can import the work you have already done by following the steps on this document.

DDC strongly advises vendors to finalize and submit bids 48 hours prior to due date and time. The City is not responsible for technical issues (e.g. internet connection, power outages, technology malfunction, computer errors, etc.) related to bid submissions.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-1041 or by email at CSB_projectinquiries@ddc.nyc.gov.

 for RJ

Richard Jones, PE CWI
Chief Engineer, Executive- Engineering Services

DDC PROJECT #: SAND1048

PROJECT NAME: RECONSTRUCTION OF SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY, BROOKLYN

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

No.	Bidders Questions	DDC Responses
1	Insurance- Railroad Liability Insurance 1. Please confirm that Railroad Liability Insurance is NOT needed for this project.	Railroad Liability Insurance is not needed for Project SAND1048.
2	Addendum # 1, a Revised Bid sheet was issued; please clarify if the bid sheet calculation is correct; item below the Mobilization line item(JB's items) is getting added to the total base bid.	The JB Fixed Sum amounts are calculated from the lines below the mobilization item. The calculated JB Fixed Sum amounts are included in the total bid amount.
3	As per the Bid item list, item 6.04BB- Furnish New Granite Block Pavers has a unit of Each. We kindly request a revision for this item unit	No change on the Item 6.04 BB
4	We respectfully request two-week postponement from the current bid date due to coming holiday and requests from key subcontractors and vendor for additional time to provide adequate pricing.	No extension can be granted at this time.

DDC PROJECT #: SAND1048

**PROJECT NAME: RECONSTRUCTION OF SUNSET PARK NORTH SECTION OF THE BROOKLYN
WATERFRONT GREENWAY, BROOKLYN**

ATTACHMENT B – REVISIONS TO THE DOCUMENTS

None

DDC PROJECT #: SAND1048
PROJECT NAME: RECONSTRUCTION OF SUNSET PARK NORTH SECTION OF THE
BROOKLYN WATERFRONT GREENWAY, BROOKLYN

ATTACHMENT C – REVISIONS TO PASSPORT FORMS

This Addendum is included within Round 3 of the procurement.

Please note that numbering of addenda is independent of rounds.

Questionnaire Changes:

None

Item Grid Changes:

None

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

ADDENDA CONTROL SHEET

BID SUBMISSION DATE/ TIME: July 18, 2024; between 8:30am and 11:00am
BID OPENING DATE/ TIME: July 18, 2024; 11:30am

PROJECT No. : SAND1048

TITLE: **RECONSTRUCTION OF SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY, BROOKLYN**

ADDENDA ISSUED	NO. OF DWG	DATE	APPROVED BY:	
			SPECS UNIT	GENERAL COUNSEL
#1 Questions from Bidders and Responses to Questions; Revisions to Documents. Revision to PASSPort Forms	0	06/14/2024		
#2 Questions from Bidders and Responses to Questions; Revision to the PASSPort forms	0	06/18/2024		
#3 Questions from Bidders and Responses to Questions;	0	06/28/2024		
#4 Revised Bid Opening Date; Revisions to Documents; Revisions to PASSPort Forms.	0	07/09/2024		

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

07/09/2024

ADDENDUM No. # 4

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

85024B0046-SAND1048

**RECONSTRUCTION OF SUNSET PARK NORTH SECTION OF THE BROOKLYN
WATERFRONT GREENWAY, BROOKLYN**

This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

The bidder is advised that the items listed below apply to the project:

- 1. The Bid Opening for the contract described above scheduled for July 10, 2024, at 11:30 am is rescheduled to July 18, 2024 at 11:30 am.**
- 2. Bidders Questions and Responses to Questions:**
No Attachment A is included with this Addendum.
- 3. Revisions to Documents:**
Attachment B is included with this Addendum.
- 4. Revisions to PASSPort forms:**
Attachment C is included with this Addendum.

Transferring Data Between Rounds of an RFX: A new document titled "Transferring Data Between Rounds of an RFX" has been added to the Documents section of the View RFX tab. Please refer to this document when an addendum has been issued. Note: Whenever an addendum is issued, the RFX item grid will be cleared. You can import the work you have already done by following the steps on this document.

DDC strongly advises vendors to finalize and submit bids 48 hours prior to due date and time. The City is not responsible for technical issues (e.g. internet connection, power outages, technology malfunction, computer errors, etc.) related to bid submissions.

If additional information is required, please contact the Department of Design and Construction, Contract Section via PASSPort (in the Discussions with Buyer section).

Richard Jones, PE CWI
Executive Director, Executive-Engineering Services

DDC PROJECT #: SAND1048

**PROJECT NAME: RECONSTRUCTION OF SUNSET PARK NORTH SECTION OF THE BROOKLYN
WATERFRONT GREENWAY, BROOKLYN**

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

None

DDC PROJECT #: SAND1048

PROJECT NAME: RECONSTRUCTION OF SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY, BROOKLYN

ATTACHMENT B – REVISIONS TO THE DOCUMENTS

1) Volume 1 Updated → revised the language on PBQs submission criteria.

2) Volume 2 Updated →

- Replaced with the updated “Construction Worker Prevailing Wage Schedule.”
- Replaced with the updated “Construction Apprentice Prevailing Wage Schedule.”
- Added “Comptroller-Updated-Flag-Person-Memorandum”

DDC PROJECT #: SAND1048

PROJECT NAME: RECONSTRUCTION OF SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY, BROOKLYN

ATTACHMENT C – REVISIONS TO PASSPORT FORMS

This Addendum initiates Round 4 of the procurement.

Please note that numbering of addenda is independent of rounds.

Bid Opening Date Changes:

The Bid Opening for the contract described above scheduled for July 10, 2024, at 11:30 am is rescheduled to July 18, 2024 at 11:30 am.

Questionnaire Changes:

None

Item Grid Changes:

None

VOLUME 3 OF 3

TABLE OF CONTENTS

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SPECIFICATIONS AND STANDARDS OF NEW YORK CITY	
SCHEDULE A	GENERAL CONDITIONS TO CONSTRUCTION CONTRACT
R – PAGES	REVISIONS TO STANDARD SPECIFICATIONS
I – PAGES	NEW SECTIONS
S – PAGES	SPECIAL PROVISIONS
FEMA – PAGES	FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT
HUD-PAGES(CDBG-DR)	HOUSING AND URBAN DEVELOPMENT PROJECTS
SW – PAGES	SEWER AND WATER MAIN SPECIFICATIONS
EP7 - PAGES	GAS COST SHARING (EP-7) STANDARD SPECIFICATIONS
HAZ – PAGES	SUPPLEMENTAL DOCUMENTATION FOR USE WITH SPECIFICATIONS FOR HANDLING, TRANSPORTATION AND DISPOSAL OF NONHAZARDOUS AND POTENTIALLY HAZARDOUS CONTAMINATED MATERIALS
JB – PAGES (5.0)	JOINT BID

(NO TEXT ON THIS PAGE)

SPECIFICATIONS AND STANDARDS OF NEW YORK CITY

The following specifications and standards are incorporated into the Contract Documents by reference as though fully set forth herein.

1. Standard Specifications and Drawings for New York City Department of Transportation (NYCDOT) are available:
Online at: <http://www1.nyc.gov/site/ddc/resources/publications.page>
 - a. NYC DOT Standard Highway Specifications
 - b. NYC DOT Standard Details of ConstructionOnline at: <https://www1.nyc.gov/html/dot/html/about/dotlibrary.shtml#spec>
 - c. NYC DOT Division of Street Lighting Standard DrawingsOnline at: <https://www1.nyc.gov/html/dot/downloads/pdf/nycdot-street-lighting-standard-drawings.pdf>
 - d. NYC DOT Standard Specifications for Traffic Signals
 - e. NYC DOT Standard Drawings for Traffic SignalsFor purchase between 9:00 A.M. and 3:00 P.M. Bid Window, at 55 Water St., Ground Floor, NYC, N.Y. 10041. Tel. (212) 839-9435.
 - f. NYC DOT Division of Street Lighting Specifications
2. The 2010 Americans with Disabilities Act (ADA) Standards; available online at: <https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm>
3. The 2013 Public Rights-of-Way Accessibility Guidelines (PROWAG); available online at: <https://www.access-board.gov/files/prowag/PROW-SUP-SNPRM-2013.pdf>
4. Standard Specifications and Drawings for New York City Department of Environmental Protection (NYCDEP) are available online at: <http://www1.nyc.gov/site/ddc/resources/publications.page>
 - a. NYC DEP Standard Sewer and Water Main Specifications, August 8, 2022
 - b. NYC DEP Instructions to Architect/Engineers Specifications for Concrete, January 1992
 - c. NYC DEP General Specification 11-Concrete, November 1991
 - d. NYC DEP Sewer Design Standards, March 27, 2023
 - e. NYC DEP Water Main Standard Drawings, December 2020
 - f. Specifications for Trunk Main Work, July 2014
 - g. Standard Green Infrastructure Specifications September 1, 2021
5. Standard Design and Guidelines for Green Infrastructure Practices, latest version, available only online at: <https://www1.nyc.gov/assets/dep/downloads/pdf/water/stormwater/green-infrastructure/green-infrastructure-standard-designs.pdf>
6. 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
7. 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>
8. Standards and Specifications for Utility Joint Bid work are available online at <http://www1.nyc.gov/site/ddc/resources/publications.page>
 - a. CET SPECIFICATIONS AND SKETCHES, dated November 2010
 - b. JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR MANHATTAN, Issued August 1, 2005

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

<p align="center"><u>INFORMATION FOR BIDDERS SECTION 26 BID SECURITY</u></p> <p>The Contractor shall obtain a bid security in the amount indicated to the right.</p>	<p>Required provided the TOTAL BID PRICE set forth on the Bid Form is \$1,000,000. or more.</p> <p>Certified Check: 2% of Bid Amount or Bond: 10% of Bid Amount</p>
<p align="center"><u>INFORMATION FOR BIDDERS SECTION 26 PERFORMANCE AND PAYMENT BONDS</u></p> <p>The Contractor shall obtain performance and payment bonds in the amount indicated to the right.</p>	<p>Required for contracts in the amount of \$1,000,000 or more.</p> <p>Performance Security and Payment Security shall each be in an amount equal to 100% of the Contract Price.</p>
<p align="center"><u>INFORMATION FOR BIDDERS DEPARTMENT OF DESIGN AND CONSTRUCTION SAFETY REQUIREMENTS</u></p> <p>The Contractor shall provide the safety personnel as indicated to the right.</p>	<ul style="list-style-type: none"> ■ Project Safety Representative ■ Dedicated, full-time Project Safety Manager
<p align="center"><u>CONTRACT ARTICLE 14 DATE FOR SUBSTANTIAL COMPLETION</u></p> <p>The Contractor shall substantially complete the Work in the number of calendar days indicated to the right.</p>	<p>See Page SA-4</p>
<p align="center"><u>CONTRACT ARTICLE 15 LIQUIDATED DAMAGES</u></p> <p>If the Contractor fails to substantially complete the Work within the time fixed for substantial completion plus authorized time extensions or if the Contractor, in the sole determination of the Commissioner, has abandoned the Work, the Contractor shall pay to the City the amount indicated to the right.</p>	<p><u>\$11,000.00</u> for each consecutive calendar day over Substantial Completion Time</p>
<p align="center"><u>CONTRACT ARTICLE 17. SUB-CRACTOR</u></p> <p>The Contractor shall not make subcontracts totaling an amount more than the percentage of the total Contract price indicated to the right.</p>	<p>Not to exceed <u>49</u> % of the Contract price</p>

<p style="text-align: center;"><u>CONTRACT ARTICLE 21.</u> <u>RETAINAGE</u></p> <p>The Commissioner shall deduct and retain until the substantial completion of the Work the percent value of the Work indicated to the right.</p>	<p><u>5 %</u> of the value of the Work</p>
<p style="text-align: center;"><u>CONTRACT ARTICLE 22.</u> <u>(Per Directions Below)</u></p>	<p>See pages SA-5 through SA-12</p>
<p style="text-align: center;"><u>CONTRACT ARTICLE 24.</u> <u>DEPOSIT GUARANTEE</u></p> <p>As security for the faithful performance of its obligations, the Contractor, upon filing its requisition for payment on Substantial Completion, shall deposit with the Commissioner a sum equal to the percentage of the Contract price indicated to the right.</p>	<p>1% of Contract price</p>
<p style="text-align: center;"><u>CONTRACT ARTICLE 24.</u> <u>PERIOD OF GUARANTEE</u></p> <p>Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.</p>	<p>Eighteen (18) Months, excluding Trees and Plants</p> <p>Twenty-four (24) Months for Trees and Plants</p>
<p style="text-align: center;"><u>CONTRACT ARTICLE 75.</u> <u>COMPENSATION TO BE PAID TO CONTRACTOR</u></p> <p>The City shall pay and the Contractor shall accept in full consideration for the performance of the Contract, subject to additions and deductions as provided herein, the total sum shown in the column to the right, being the amount at which the Contract was awarded to the Contractor at a public letting thereof, based upon the Contractor's bid for the Contract.</p>	<p>Amount for which the Contract was Awarded:</p> <p>_____</p> <p>_____ Dollars</p> <p>(\$ _____)</p>
<p style="text-align: center;"><u>CONTRACT ARTICLE 79.</u> <u>PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT</u></p>	<p>See M/WBE Utilization Plan in the PASSPort Procurement M/WBE Considerations Section</p>

<p style="text-align: center;"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 6.40</u> <u>LIQUIDATED DAMAGES FOR ENGINEER'S FIELD OFFICE</u></p> <p>If the Contractor fails to satisfactorily provide the field office and all equipment specified in Section 6.40 - Engineer's Field Office, and/or if a cited deficiency exceed seventy two (72) hours after notice from the Engineer in writing, or is permitted to recur, liquidated damages will be assessed in the amount specified herein for each subsequent calendar day or part thereof that a cited deficiency resulting in nonpayment, as described in Section 6.40.5, is not corrected.</p>	<p>\$ <u>800.00</u> for each calendar day of deficiency</p>
<p style="text-align: center;"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 6.70</u> <u>LIQUIDATED DAMAGES FOR MAINTENANCE AND PROTECTION OF TRAFFIC</u></p>	<p>\$ <u>400.00</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>800.00</u> for each and every hour of failing to open the entire width of roadway to traffic the morning following a night/weekend work operation.</p>
<p style="text-align: center;"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 7.13</u> <u>LIQUIDATED DAMAGES FOR MAINTENANCE OF SITE</u></p> <p>If the Contractor fails to comply, within three (3) consecutive hours after written notice from the Engineer, with the requirements of Section 7.13 - Maintenance of Site, the Contractor shall pay to the City of New York, until such notice has been complied with or rescinded, the sum specified above per calendar day, for each instance of such failure, as liquidated damages and not as a penalty, for such default.</p>	<p>\$ <u>2,200.00</u> for each calendar day, for each occurrence</p>

Date for Substantial Completion (Reference: Article 14)

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

The Base Contract Duration for this project is 730 consecutive calendar days (“ccds”).

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

YES NO

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

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

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

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

(GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)

PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS

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

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

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

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<p>■ Commercial General Liability Art. 22.1.1</p>	<p>The minimum limits shall be \$ <u>3,000,000</u> per occurrence and \$ <u>6,000,000</u> per project aggregate applicable to this Contract.</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"> 1. City of New York, including its officials and employees, with coverage at least as broad as ISO Form CG 20 10 and CG 20 37, 2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the Contract requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity’s name, if known, or the entity’s title (e.g., Project Manager), 3. The Consolidated Edison Company of New York, Inc. (“Coned”), 4. Verizon New York Inc. (“Verizon”) 5. Charter Communications, Inc, (“Charter Spectrum”) 6. National Grid USA (“National Grid”)

<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>

<input checked="" type="checkbox"/> Commercial Auto Liability Art. 22.1.5	<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>
<input type="checkbox"/> Contractors Pollution Liability Art. 22.1.6	<p>\$ <u>5,000,000</u> per occurrence \$ <u>5,000,000</u> aggregate</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"> 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<input type="checkbox"/> Marine Protection and Indemnity Art. 22.1.7(a)	<p>\$ _____ each occurrence \$ _____ aggregate</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"> 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<input type="checkbox"/> Hull and Machinery Insurance Art. 22.1.7(b)	<p>\$ _____ per occurrence \$ _____ aggregate</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"> 1. City of New York, including its officials and employees, and 2. _____ 3. _____

<p>[OTHER] Art. 22.1.8</p> <p>■ Professional Liability</p> <p>A. The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of \$1,000,000 per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Contract arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor's Professional Engineer or anyone employed by the Contractor's Professional Engineer.</p> <p>B. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor's Professional Engineer shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.</p>	
<p>[OTHER] Art. 22.1.8</p> <p>■ Engineer's Field Office</p> <p>Section 6.40, Standard Highway Specifications</p>	<p>Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of <u>\$40,000</u></p>
<p>[OTHER] Art. 22.1.8</p> <p><input type="checkbox"/> The Following Additional Insurance Must Be Provided:</p> <p>Umbrella/Excess Liability Insurance - The Contractor shall provide Umbrella/Excess Liability Insurance in the minimum amount of \$10,000,000 per Occurrence and \$10,000,000 in Aggregate. The policy terms and condition should be at least as broad as the underlying policies. The underlying policies should comply with the insurance provision as outlined by the contract. Defense cost should be in addition to the limit of liability. The City of New York, including its officials and employees, should be included as additional insured as respects to the noted project.</p>	

Per **Article 22.2.5** of the **Standard Construction Contract**: The Contractor may satisfy its insurance obligations as defined in this Schedule A through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

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

PART III. CERTIFICATES OF INSURANCE

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

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

-- OR --

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

SCHEDULE A

(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)

PART IV. ADDRESS OF COMMISSIONER

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents must be sent through email to insurance@ddc.nyc.gov. Hard copy documents of the above requirement are no longer required.

(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 5/16/2022;
- New York City Department of Environmental Protection (“NYC DEP”) Standard Sewer and Water Main Specifications, dated 8/8/2022; 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 active SB(s) are included as part of this contract:

- *SB 22-006 – INCREMENTAL COST NEAR TRANSIT FACILITIES*
- *SB 23-001 – SEWER DESIGN STANDARDS*
- *SB 23-002 – PIPE BOLLARD*
- *SB 23-003 – MOBILIZATION*
- *SB 23-004 – SUSTAINABLE CONSTRUCTION*
- *SB 24-001 – CEMENT, PORTLAND*
- *SB 24-002 – SHEETING AND BRACING*
- *SB 24-003 – CORNER CURB*
- *SB 24-004 – PIGMENTING*

The SB(s) are available online at:

<http://www1.nyc.gov/site/ddc/resources/specification-bulletins.page>

(NO FURTHER TEXT ON THIS PAGE)

I - Pages

NEW SECTIONS

NOTICE

UNLESS OTHERWISE NOTED, ALL SECTIONS, SUBSECTIONS, ARTICLES, OR SUBARTICLES AS REFERRED TO HEREIN WITHIN THESE NEW SECTION SPECIFICATIONS MUST BE THOSE OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION'S (NYCDOT'S) CURRENT STANDARD HIGHWAY SPECIFICATIONS WITH CURRENT ADDITIONS, MODIFICATIONS AND REVISIONS TO THE STANDARD HIGHWAY SPECIFICATIONS (R-PAGES).

THE STANDARD HIGHWAY SPECIFICATIONS ARE NOT INCLUDED IN THESE I-PAGES. SEE THE NYCDOT STANDARD HIGHWAY SPECIFICATIONS BOOKS FOR STANDARD SPECIFICATIONS TEXTS.

(NO TEXT ON THIS PAGE)

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SECTION 2.29 – Warm Mix Technologies

2.29.1. This section describes warm mix technologies for use in the construction of Performance Based Asphalt Paving Mixtures. Warm mix technologies are systems that enable the production of asphalt pavements at lower temperatures than traditional Hot Mix Asphalt (HMA), or are used to enhance compaction of HMA.

2.29.2. GENERAL REQUIREMENTS

Warm Mix technologies must be on one of the current NYSDOT Approved Lists for Warm Mix Asphalt Technologies (lists 712-1010, 712-1020, or 712-1030).

Use of warm mix additives shall be used in accordance with the manufacturer's published recommendations.

2.29.3. PLANT AND EQUIPMENT

All plant and equipment for warm mix technologies must be installed in accordance with the manufacturer's recommendations. Prior to using the warm mix technologies, the plant and equipment installation shall be approved in writing by a manufacturer's technical representative and the Director of QA.

All references to **Section 3.01** are hereby replaced with the following new **Section 3.09**.

SECTION 3.09 – Asphalt Paving Mixtures (Balanced Mix Design)

3.09.1. INTENT.

This section describes Balanced Mix Design Asphalt Paving Mixtures.

3.09.2. CLASSES AND TYPES.

- (A) Balanced Mix Design Asphalt Paving Mixtures must be of the following kinds:
 - Balanced Mix Design Binder Mixture, 1" Nominal Maximum Aggregate Size (NMAS)
 - Balanced Mix Design Top Mixture, 1/2" NMAS
- (B) Kind of mixture must be as specified.

3.09.3. MATERIAL.

Balanced Mix Design Asphalt Paving Mixtures will be composed of virgin aggregate, virgin asphaltic cement, rejuvenating agent, warm mix technologies and / or recycled asphalt pavement (RAP).

(A) GENERAL.

The Contractor must obtain Department approval of all material sources before any mixture is mixed at any asphalt plants. Approval of sources for the supply of the coarse and fine mineral aggregates must be obtained from the NYCDDC Director of Quality Assurance (QA).

All laboratories, asphalt mix designs, and asphalt plants proposed by the Contractor must be subject to approval by QA and in accordance with their "Mix Design, Laboratory and Plant Acceptance Protocol". Copies of this protocol may be obtained at the pre-construction meeting or from the Engineer. The minimum requirement for approval of the proposed plant is that it must be on the current New York State Department of Transportation (NYSDOT) approved list.

(B) VIRGIN AGGREGATES.

Virgin aggregates must meet the requirements of Section 2.02.

(C) VIRGIN ASPHALTIC CEMENT.

Virgin asphaltic cement must meet the requirements of Section 2.05.

(D) REJUVENATING AGENT.

Rejuvenating agent must meet the requirements of Section 2.28.

(E) WARM MIX TECHNOLOGIES.

Warm mix technologies must meet the requirements of Section 2.29.

(F) RECYCLED ASPHALT PAVEMENT.

Recycled asphalt pavement must meet the requirements of section 2.30.

3.09.4. CONTRACTOR'S MIX DESIGN.

(A) MIX DESIGN.

The Contractor must formulate and submit mix designs for Balanced Mix Design Asphalt Paving Mixtures, and submit them in writing to the Engineer. The mix designs must be submitted on forms in accordance with the QA "Mix Design, Laboratory and Plant Acceptance Protocol". Mix designs must be prepared and submitted to the Engineer for approval a minimum of four (4) weeks prior to the scheduled start of paving work.

The approved formula must not be changed without the written permission of QA.

The contractor must develop a Job Mix Formula (JMF) through a four-step process consisting of:

- 1) selecting appropriate materials,
- 2) developing a design aggregate structure,
- 3) evaluating the resultant mixture's conformance to specified Performance Requirements, and
- 4) determining the acceptable range of total mixture asphalt content.

Mix designs must be 4-point designs with constant aggregate proportions, constant RAP proportions, and varied amounts of virgin asphaltic cement and/or rejuvenating agent. The design points must be selected so that the total mixture asphalt content (%AC_{mix}) is evenly spaced. The overall range of %AC_{mix} covered by the design points must be large enough that they contain one failing rutting test (Hamburg or IDT) and one failing cracking test (FI or CT Index) or have an overall range of 2% %AC_{mix}, whichever is smaller.

$\%AC_{mix}$ as calculated and shown in the mix design will include the rejuvenator and all of the RAP AC. Subject to approval by the Director of QA, a mix design may be resubmitted for renewal without performing a new 4-point design, provided the following requirements are met:

- i. The mix design has been in continuous production (no gaps greater than 6 months) since its initial approval;
- ii. The plant layout has not been modified (including replacement of major equipment);
- iii. All periodic Performance Testing per Subsection 3.09.4.(C) is within tolerance, and did not require any retests.
- iv. The performance of the mix design is acceptable to the Director of QA.

The mix design procedure must be as follows:

- i. Identify all material sources.
- ii. Determine gradation and asphalt content of RAP stockpiles per **Section 2.30.4**.
- iii. Determine aggregate bulk specific gravity (G_{sb}) and apparent specific gravity (G_{sa}) of all virgin and RAP aggregates per ASTM C127 and C128.
- iv. Select grade of virgin asphalt binder and/or rejuvenating agent to be used.
- v. Select blend of virgin aggregates RAP, virgin asphalt cement, and rejuvenator to meet the requirements of Subsection 3.09.4.(B), Control Requirements.
- vi. Select the AC content for the trial batches.
- vii. Determine mixing and compaction temperatures, per NYSDOT MM5.16, Table 7.
- viii. Prepare samples in the laboratory for testing per ASTM D6925, with the following supplemental requirements:
 - a. Samples for Performance Testing must be prepared per 3.09.4.(C) below.
- ix. Perform tests per Subsection 3.09.4.(C) and Subsection 3.09.4.(D) to verify mix design performance and establish production tolerances.
- x. Submit acceptable mix design to the Director of QA for approval.

(B) CONTROL REQUIREMENTS.

1. AGGREGATE GRADATION. The JMF submitted must meet all of the control points in NYSDOT Materials Method 5.16, Table 1. The JMF must show the target design gradation at the sieve sizes shown in NYSDOT MP 401 Table 1. All aggregate gradation percentages are based on the total dry weight of the aggregate.

2. TARGET DESIGN ASPHALT CONTENT. The JMF submitted must list the target design total mixture asphalt content $\%AC_{mix}$, the minimum design total mixture asphalt content $\%AC_{min}$, and the maximum total mixture asphalt content $\%AC_{max}$.

The target design total mixture asphalt content $\%AC_{mix}$ will be selected as follows:

- i. A plot will be generated for each of the performance tests, with $\%AC_{mix}$ on the X axis and the performance value on the Y axis, and a linear trendline generated.
- ii. The range of $\%AC_{mix}$ that produces passing performance tests (where the trendline meets the performance criteria) will be identified for each performance test. The $\%AC_{mix}$ passing performance range must be rounded to the 0.1% in the direction that produces the most conservative result (a smaller range of acceptable $\%AC_{mix}$).
- iii. The ranges for each of the performance tests will be overlaid, and a combined range that produces passing results for all tests will be determined.
- iv. The middle of this combined range will be the target $\%AC_{mix}$.

3. TARGET VOLUMETRIC PROPERTIES. The JMF submitted must show the following target volumetric properties:

- i. Voids in Mineral Aggregate (VMA)
- ii. Voids Filled with Bitumen (VFB).

These properties must be calculated as described in Subsection 3.09.4.(D). If the target design asphalt content $\%AC_{mix}$ is interpolated between trial values, the JMF volumetric properties must be similarly interpolated.

(C) PERFORMANCE REQUIREMENTS

1. PERFORMANCE TESTING CRITERIA. The mix must be designed to meet the performance testing criteria in Table 3.09-1.

TABLE 3.09-I - PERFORMANCE TESTING CRITERIA

Test Methods	Criteria	Min. Design Value	Max. COV ¹
RUTTING TESTS			
AASHTO T324 Hamburg Wheel-Track Test	Rut Depth	12.5 mm	N/A
ASTM D6931 Indirect Tensile Strength (IDT) Test	IDT Strength	30 psi	≤15
CRACKING TESTS			
AASHTO T 393 SCB Flexibility Index (FI) Test	Flexibility Index	8	≤40
ASTM D8225 CT Index Test	CT Index	135	≤25

Note 1: COV = Coefficient of Variation, defined per ASTM E177.

Specimens must be batched and compacted per NYSDOT MM5.16 Section VI.C, and Table 3.09-II below.

TABLE 3.09-II - SUMMARY OF TESTING CRITERIA FOR BALANCED MIX ASPHALT

	Hamburg Wheel-Track	IDT	CT Index	SCB FI
Test Location	Laboratory	Plant	Plant	Plant
Test Method	AASHTO T324	ASTM D6931 NCHRP 9-33 Report	ASTM D8225	AASHTO T393
No. of Samples	Initial: 2 wheel tests (4 plugs) Periodic verification: 1 wheel test (2 plugs)	3	3	3
Cycles	20,000	N/A	N/A	N/A
Load Rate (mm/min)	N/A	50±5	50±2	50±2
Height (mm)	62±2	95±5	½" NMAS = 62±1 1" NMAS = 95±1	50±1
Notch Dimensions (mm)	N/A	N/A	N/A	<2.25 wide 15±1 deep
Aging	Lab mixed	2 hours loose mix volumetric Conditioning at Compaction Temperature		
	Plant mixed	Reheat loose mix to Compaction Temperature and Compact Specimens		
HMA Compaction Temp, °C	V Grade = 149°C ± 3°C E Grade = 163°C ± 3°C			
WMA Compaction Temp, °C	V Grade = 132°C ± 3°C E Grade = 146°C ± 3°C			
Air Voids, %	7 ± 0.5	7 ± 0.5	7 ± 0.5	7 ± 0.5
Test Temp, °C	45°C ± 1.0	44°C ± 1.0	25°C ± 1.0	25°C ± 1.0
Water Bath Conditioning	50°C for 45 min.	44°C for 2 hrs ± 10 min.	25°C for 2 hrs ± 10 min.	25°C for 2 hrs ± 10 min

(D) PRODUCTION TOLERANCES

The tolerances in Table 3.09-III are applied to the JMF in the approved mix design.

TABLE 3.09-III - VOLUMETRICS PRODUCTION TOLERANCES

Test	Tolerance applied to the JMF in the approved mix design
Aggregate Gradation, ASTM D5444 (Note 1)	NYSDOT MP 401 Table 1, except the Control Points in NYSDOT MM 5.16 Table 1 must not be exceeded.
Asphalt %AC _{mix} , ASTM D6307 (Note 1)	±0.1% applied to the JMF
Air voids P_a , ASTM D3203 (Notes 2, 3)	4.0% ±1.0%
VMA, ASTM D6995 (Notes 2, 3)	NYSDOT MP 401 Table 7
VFB (Notes 2, 3, 4)	NYSDOT MP 401 Table 7

Note 1: Determined by batched weight for mix design tests.

Note 2: Samples must be prepared by Superpave Gyratory Compactor per ASTM D6825, compacted to N_{design} of 75 gyrations.

Note 3: Maximum (G_{mm}) and Bulk (G_{mb}) specific gravity samples used for these tests must meet the tolerances in NYSDOT MP 401, Table 5.

Note 4: VFB is calculated per Appendix 1 to NYSDOT MM 5.16.

3.09.5. ASPHALT PLANT REQUIREMENTS.

(A) QUALITY CONTROL.

1. DAILY QC LOT TESTING.

The asphalt plant must perform ongoing QC lot testing during production. Test reports must be kept of all QC test results. Test reports must include the technician's name and approval (signed and dated) by the plant's QC manager. The QC manager must review and approve test reports on a daily basis. If test reports are kept electronically, a scanned PDF of the signed test reports are acceptable; test reports stored solely in computer spreadsheets are not acceptable. The Quality Control sampling and testing called for in NYSDOT MP 401 Table 4 is required, except that references to the RME refer to the Director of QA.

2. PERIODIC PERFORMANCE TESTING.

The asphalt plant must perform periodic performance testing. Periodic performance testing will be required at the frequency shown in Table 3.09-IV, and after all plant shutdowns and major maintenance. Periodic performance testing must be per Subsection 3.09.4.(C). The plant may choose which of the cracking tests to perform for periodic performance testing, unless directed in advance by the Director of QA. The cracking test used for periodic testing may not be changed without prior written approval of the Director of QA. Results of all periodic performance testing must be submitted to the Director of QA for approval.

**TABLE 3.09-IV
PERIODIC PERFORMANCE TESTING FREQUENCY**

Mix Design RAP%	Periodic Testing Frequency		
	Cracking (SCB FI, <u>or</u> CT Index)	Rutting (IDT)	Rutting (Hamburg)
RAP% ≤ 40%	Weekly	Weekly	6 months
40% < RAP%	Every third day	Every third day	3 months

(B) QUALITY ASSURANCE SAMPLES.

In addition to the requirements of Section 5.07, when requested by the Director of QA, the Contractor must deliver to QA bagged asphalt and / or compacted asphalt samples (Superpave gyratory compactor samples) in sufficient quantity to perform the testing in Subsection 3.09.5.(A).

The Marshall flow and stability tests called for in Section 5.07.2 are replaced by the cracking test specified in Section 3.09.5.(A).2 above.

(C) MAINTENANCE.

The asphalt plant must be maintained in proper working order. Plant scales must be checked quarterly, and adjusted if necessary. The Director of QA must be notified in writing two weeks prior to scale checks,

scheduled plant shutdowns, scheduled major maintenance, and plant openings after shutdowns or major maintenance.

3.09.6. HANDLING, MEASURING, AND BATCHING MATERIALS.

(A) HEATING AND STORING INGREDIENTS

Virgin asphalt binder must be heated at the temperature recommended by the binder supplier in a manner that will avoid overheating and provide a continuous supply to the mixer at a uniform temperature.

(B) PROPORTIONING INGREDIENTS

Aggregate and RAP being mixed must be proportioned accurately by weight. Fluids must be proportioned by weight or volume. All scales and meters must be calibrated quarterly and maintained accurate within 0.5%.

(C) MIXING INGREDIENTS

The mixer must be capable of producing a well-coated and homogeneous mixture at the specified temperature. The finished mixture must contain 95% minimum fully coated particles, in accordance with ASTM D2489. The plant must verify the 95% fully coated particles annually and as follows:

- i. Whenever plant layout (including RAP collar placement) is altered or major maintenance is performed;
- ii. Whenever feed rate is changed for drum plants;
- iii. Whenever minimum mixture times are changed for batch plants.

(D) TEMPERATURE OF MIXTURE

Balanced Mix Design asphalt must be mixed and compacted within the temperature ranges shown on the approved mix design.

Unless an alternate range is approved by the Director of QA with the mix design:

1. HMA must be mixed and compacted within 250F and 325F, but all compaction must be completed before the mat temperature falls below 250F.
2. WMA must be mixed and compacted within the ranges recommended by the WMA technology provider, but all compaction must be completed before the mat temperature falls below 230F.

SECTION 4.13 DS - Detectable Warning Surface – Special Precast

4.13DS.1. DESCRIPTION.

This work will consist of furnishing and installing a precast concrete detectable warning surface on concrete sidewalk as indicated on the Contract Drawings.

4.13DS.2. MATERIALS.

All detectable warning systems must meet the following requirements: The detectable warning surface must be of the dimensions shown on the drawings and must be “red” color precast concrete paver (with truncated dome surface required for ADA compliance) with light sandblast or acid-etch finish, as manufactured by:

- 1) Unilock New York, Brewster, NY 10509, Phone: (845) 278-6700;
- 2) Hanover Architectural Products, Hanover, PA 17331, Phone: (717) 637-0500;
- 3) Wausau Tile, Rothschild, WI 54474, Phone: (715) 359-3121;
- 4) or an approved equivalent.

The detectable warning surface must contrast visually with adjoining surfaces by at least a 70% as defined in the Americans with Disabilities Act Accessibility Guidelines (ADAAG) Specifications.

4.13DS.3. SUBMITTALS.

Follow the procedures in the General Conditions of Section 1.06.31 of the NYC DOT Standard Highway Specifications. Submit product data and two (2) 12” x 12” samples exhibiting the full range of color and texture of the product.

The friction characteristics of completed detectable warning surfaces must be approximately the same as the adjoining sidewalk or sidewalk pedestrian ramp surfaces as determined by the Engineer.

4.13DS.4. METHODS.

Special detectable warning surface units must be as shown on the Contract Drawings and must be installed on a mortar setting bed in accordance with specifications for Section 9.95 G, Dimensioned Granite Masonry. The pavers must be used as whole units. Under no circumstances should pavers be cut.

4.13DS.5. MEASUREMENT.

The quantity of Detectable Warning Surface to be measured for payment must be the number of square feet, measured to the nearest tenth of a square foot, installed to the satisfaction of the Engineer.

4.13DS.6. PRICE TO COVER.

The unit price bid per square foot of Detectable Warning Surface – Special Precast, will include all labor, material, equipment, insurance, and incidental necessary to complete the work, including but not limited to setting bed material, job site sample(s), repairs and clean up.

Payment for this item, Detectable Warning Surface – Special Precast, will be in addition to payment for the concrete sidewalk on which the detectable warning surface and setting bed is installed.

Payment will be made under:

Item No.	Description	Pay Unit
4.13 DS	DETECTABLE WARNING SURFACE – SPECIAL PRECAST	S.F

SECTION 4.13 ICB – Imprinted Concrete Block (Custom)**4.13 ICB.1. DESCRIPTION.**

Construct concrete sidewalks as shown on the contract documents according to Section 4.13 of the New York City Department of Transportation (NYCDOT) Standard Highway Specifications, using imprinted concrete when specified.

4.13 ICB.2. MATERIALS.

Apply §4.13.3. with the following modifications:

Imprinted Concrete Block

The imprinted concrete symbols must be fabricated in a 3' length x 2' width x 4" thick concrete block, with 4x4-W2.9xW2.9 welded wire fabric with 2" cover, installed to match the proposed adjacent sidewalk concrete paving. Use imprinting tools capable of imprinting the surface of the concrete with a uniform and aligned pattern and/or texture. Use a clear release agent as specified by the imprinting tool manufacturer. These materials must be approved by the Engineer prior to their use.

Mortar Layer

A 1" layer of cement mortar must be applied to the surface of the subbase before laying the Imprinted Concrete Block, for leveling.

4.13 ICB.3. CONSTRUCTION DETAILS.

Apply §4.13.4. with the following modifications:

Example Blocks

Prior to the start of work, the Contractor must provide an example block to the Engineer for approval prior to installation. As many example blocks must be constructed as are necessary to produce sample blocks that meet the approval of the Engineer. The permanent work must be consistent with the appearance of the approved example block(s) as determined by the Engineer.

Imprinted Concrete Block

Screed the top surface of the concrete block and apply release agent. Using methods as recommended by the manufacturer, apply pre-approved imprinting tools to the surface while the concrete is still plastic. The requirement for a lightly broomed surface is waived.

4.13 ICB.4. METHOD OF MEASUREMENT.

The quantity to be measured for payment hereunder will be the number of Imprinted Multi-Use Markings installed at the site to the satisfaction of the Engineer.

4.13 ICB.5 BASIS OF PAYMENT.

The contract price bid per each Imprinted Concrete Block will cover the cost of all labor, materials, equipment, insurance, and incidentals required to furnish and install Imprinted Concrete Block in compliance with the contract drawings, the specifications and direction of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
4.13 ICB	IMPRINTED CONCRETE BLOCK	EACH

The Section below supersedes and replaces Section 6.40 of NYC DOT

Standard Specifications dated May 16, 2022

SECTION 6.40 – Engineer’s Field Office

6.40.1. DESCRIPTION. The Contractor shall provide, furnish, and maintain a fully equipped field office (Type A, B, C, CU, D, DC, or DU, as specified) for the exclusive use of and occupancy by the Department’s engineering personnel and/or Supervising Consultant (herein after called “City personnel”), and by the engineering personnel of private utilities when specified. The field office shall be at a location approved by the Engineer and shall be a commercial building, store front, or with the approval of both Office of Construction Mitigation and Coordination (OCMC) and the Community Board it may be a mobile trailer(s). If a trailer is used it shall be subject to approval by the Engineer, and all necessary permits shall be obtained by the Contractor. The Contractor may have facilities in an adjoining area separated by a lockable door, provided such facilities are in a location approved by the Engineer. The field office must be within ½ mile of the job site. Field offices located further than ½ mile from the job site will require approval by the Director or Assistant Commissioner for Construction.

The field office structure and occupancy thereof shall conform to the requirements of all laws, rules, regulations and orders applicable to it.

The field office and all equipment, except as otherwise specified, may be new materials or may be used materials in good condition and satisfactory to the Engineer.

6.40.2. MATERIALS.

(A) **GENERAL CONSTRUCTION.** The Engineer’s Field Office shall be in an approved and weatherproof building. It shall have a minimum ceiling height of seven (7’) feet and be partitioned to provide the number of rooms required for the type of office specified. Floor space for Field Office Types C, CU, D, and DU shall be subdivided into work areas based on a floor plan provided by the City to the Contractor upon notification of space availability.

(B) **GENERAL FACILITIES.** The field office shall contain or have the following facilities incorporated:

- (a) Lighting - Electric light, non-glare type luminaries to provide a minimum illumination level of 100 ft.- candles at desk height level.
- (b) Heating and Cooling - Adequate equipment to maintain an ambient air temperature of 70° F. ±5°.
- (c) Electrical Energy Outlets
- (d) Toilet - A separate enclosed room, properly ventilated per code and complying with applicable sanitary codes shall contain a lavatory with a sink that provides running hot and cold water, flush-type toilet, mirror, electric hand dryer, and paper towel dispenser.
- (e) Potable Water - Potable water supplied from an existing system or five (5) gallon capacity water cooler of a type to be approved by the Engineer shall be provided for use by City personnel. Replacement bottles of water shall be provided by the Contractor, when required.
- (f) Signs - Store front locations shall have a window graphic sign in black and white lettering with the following inscription. Other locations shall have a wood or metal sign affixed on the outside wall of the building with the following inscription painted in black block lettering on a white background. Paints shall be approved exterior enamels.

CITY OF NEW YORK	2-1/2”
DEPARTMENT OF DESIGN AND CONSTRUCTION	3-1/2”
INFRASTRUCTURE	2-1/2”
RESIDENT ENGINEER’S FIELD OFFICE	2-1/2”

- (g) Electric Refrigerator - Five (5) cubic feet minimum capacity for use by City personnel.
- (h) Microwave, Toaster Oven, and Coffee Maker - Basic reheating equipment or approved appliances for use by City personnel.
- (i) Windows and Doors - All windows and doors shall be weatherproof and each equipped with adequate locking devices. Each window shall be equipped with vertical blinds. Exterior doors shall be provided with two (2) separate “high security” dead bolt type cylinder locks, keyed alike, and three (3) keys shall be furnished for each lock.
- (j) Partitions - Partitions for work space enclosures shall be either permanent walls or of the modular type similar to Herman Miller’s standard fabric covered line.

- (k) Kitchen Sink – Mechanism to provide non-drinking, hot and cold, running water.
 - (l) Security Cameras – Wifi enabled security cameras must be provided at all entrances and exits, except that fire escapes / emergency stairwells do not require cameras. One security camera must be provided for the interior of the field office, with the location to be determined by the Engineer. Cameras must be minimum 1080p video resolution. Cameras must have internet cloud storage, with all videos stored for a minimum of two weeks. The cloud storage must be accessible via desktop or mobile. Cameras may be hardwired for power or battery powered; battery powered cameras must have the batteries changed by the Contractor as required to ensure no lapses of service. Signs must be posted indicating that the area is under video surveillance.
- (C) **OFFICE EQUIPMENT.**
- (a) Pencil Sharpener - One standard pencil sharpener for use by City personnel.
 - (b) Telephone Answering Machine - The telephone answering machine to be provided shall be an electronic digital voice machine with emergency call forwarding capability. It shall be operable twenty four (24) hours per day and, when unattended, shall transmit to the caller the following message:
 “You have reached the Field Office of the New York City Dept. of Design and Construction. No one is here now. We check our incoming messages frequently. We will get back to you as soon as possible. Please leave your name, message and phone number where you may be reached. In case of emergency, call the New York City Hotline at 311. Again, the emergency number is 311.”
 All electronic voicemail messages shall be automatically forwarded as email attachments, to allow for the voicemails to be played remotely.
 - (c) Computer Equipment - Computers shall be provided for all contracts regardless of construction duration.
 Computers furnished by the Contractor for use by City Personnel, for the duration of the contract, shall be in accordance with Table I - ADDITIONAL SPECIFIC REQUIREMENTS, contained herein, and shall meet the following minimum requirements:
 - (1) Personal Computers – Personal Computers must meet the requirements of the US General Services Administration (GSA) Government-Wide Strategic Solutions (GSS) Standard Laptop, Desktop, and Tablet Specifications, V7. (Available online at <https://hallways.cap.gsa.gov/>)
 - (a) Computer type for Personal Computers to be “Desktop Small Form Factor.” Computer type for projector laptop to be “Lightweight Notebook” or “Notebook”
 - (b) The following components listed as optional in the GSA specification must be provided with each personal computer: monitor, speakers, optical drive, smart card reader, webcam, and headset.
 - (c) The following additional software must be provided with licenses for each computer:
 1. Adobe Acrobat Pro DC or Bluebeam Revu
 2. Microsoft Office Professional
 3. Autodesk AutoCAD LT
 4. Anti-virus software
 5. Microsoft Visio (only one license required per field office)
 - (2) All field offices requiring computers shall be provided with the following:
 - (a) One (1) broad-band internet service account. See table below for minimum required upload and download speeds. Telephone service should be bundled together with Internet connectivity. Because of throughput requirements Verizon FIOS is the preferred connectivity provider where available.

Office Personnel #	Download Speeds (Minimum)	Upload Speeds (Minimum)
1 – 5	10 Mbps	15 Mbps
6 – 10	20 Mbps	15 Mbps
11 – 15	25 Mbps	15 Mbps
16 – 20	50 Mbps	15 Mbps

This account will be active for the life of the project. The e-mail name for the account shall be the NYCDDC Field Office/project Id (preferably Gmail or Outlook – e.g. HWK666@gmail.com).

- (b) All necessary Cabling.
- (c) Storage Boxes for and Blank CDs/DVDs.
- (d) UPS/Surge Suppressor combo.
- (e) 10 USB Thumb (or Flash) Drive – 16 GB each
- (3) All computers required for use in the Engineer's Field Office shall be delivered, installed, and setup in the Field Office by the Contractor.
- (4) All Computer Hardware shall come with a three (3) year warranty for on-site repair or replacement. Additionally, and notwithstanding any terms of the warranty to the contrary, the Contractor is responsible for rectifying all computer problems or equipment failures within one (1) business day.
- (5) An adequate supply of blank CDs/DVDs, and paper and toner cartridges for the printer shall be provided by the Contractor, and shall be replenished by the Contractor as required by the Engineer.
- (6) It is the Contractor's responsibility to ensure that electrical service and phone connections are also available at all times; that is, the Field Office Computer(s) is to be powered and turned on twenty-four (24) hours each day. Broadband connectivity is preferred at each field office location. Please take into consideration that an extra phone line dedicated to the modem must be ordered as part of the contract unless Internet broadband connectivity, via Cable or FiOS, is available at the planned field office location. Any questions regarding this policy should be directed to the Director of Information Technology Services at 718-391-1761.
- (d) Data Access - Electronic access to the EquipmentWatch Retail Rental Rates database (formerly known as The AED Green Book, published by Equipment Watch), shall be provided for all contracts that have a total Consecutive Calendar Days for General Construction duration as set forth in Schedule A of greater than 545 CCD's. Contracts of lesser duration shall not require any data access.
- (D) Field Testing Equipment.
 - (a) Air Entrainment Meters - Pressure Type, with carrying case for use by City personnel. Each meter shall be capable of producing an accurate test result in approximately five (5) minutes and shall comply with ASTM Designation C231.
 - (b) Slump Test Sets - Slump cone and test sets conforming to the requirements of ASTM Designation C143, complete with rod and scoop for use by City personnel.
 - (c) Thermometers: For use by City personnel.
 - (1) 1 Minimum-maximum thermometer.
 - (2) 3 Asphalt thermometers of stainless steel construction with an accuracy of 0.5% of the full scale, able to measure temperatures from 50 to 500 degrees F. in 5 degree increments.
 - (3) 3 Surface Thermometers able to measure temperatures of flat surfaces similar to Sargent-Welsh Model S81441-D, or an approved equivalent.
 - (d) Nonsparking Pinch Bar - For use in opening manholes.
 - (e) Gas Meters - For use in detecting the presence of explosive gases and vapors for use by City personnel.
 - (f) Straight Edge - One 10 foot long straight edge for use by City personnel in detecting pavement surface tolerance.
 - (g) 48" Smart Level - For use in determining pedestrian ramp and sidewalk slopes.
 - (h) Chlorine Test Kits – For testing residual chlorine levels following water main flushing.
 - (i) Green Florescent Power Trace-Dye – For testing sewer connections.
 - (j) One Million Candlepower Rechargeable Flashlight.
 - (k) Distance Measuring Wheel – For measuring long distances.
- (E) Additional Office Electronics –
 - (a) Photocopying machine must be a stand-alone, heavy duty, electric, dry-process color photocopying type with color scan and send capability via e-mail, a minimum production rate of 70 pages per minute and an adequate supply of copy paper, toner, etc. The machine shall be capable of duplex copying paper sizes of 8-1/2 x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have separate trays for each paper size. It shall have a

document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer. Make and model can be Minolta, Canon, IBM, Epson, or an approved equivalent, and shall be networked to the office computers for printing capability.

- (b) Fax machine must be provided with an adequate supply of copy paper, toner, etc. The supply of copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer.
- (c) Paper shredder must be a heavy duty commercial grade diamond cut shredder with automatic start. The shredder shall be able to receive 8-1/2 inch wide paper and shred a minimum of 15 sheets simultaneously along with CDs and staples.
- (d) Projector must be 1080p LCD with a min. of 2200 ANSI Lumens, 1920 x 1080, 16:9, 40,000:1 contrast ratio, HDMI, VGA, USB, and a 10' diagonal, 16:9 Projection Screen. A screen must be provided if directed by the Engineer. A laptop must be provided for use with the projector, and all required cables for connecting the laptop to the projector.

6.40.3. SPECIFIC REQUIREMENTS FOR ENGINEER'S FIELD OFFICE.

In addition to the general requirements, each type of Field Office shall have the minimum floor area indicated in Table 6.40-I calculated based on usable area only, excluding any loss factors. Loss factors are defined as those areas such as lobby, sidewalk window ledge, elevator shafts and stairways. The Contractor shall provide and maintain furnishings for each type of Field Office in the quantity specified in Table 6.40-I. The furnishings shall be new or used equipment satisfactory to the Engineer:

- (a) Each Type shall have a minimum of one outside door and four windows.
- (b) Type C shall be partitioned to provide three (3) rooms.
- (c) Type CU shall be partitioned to provide four (4) rooms, one of which shall be at least 150 s.f. in area (for use by private utilities).
- (d) Type D and DC shall be partitioned to provide four (4) rooms.
- (e) Type DU shall be partitioned to provide five (5) rooms, one of which shall be at least 150 s.f. in area (for use by private utilities).

TABLE 6.40-I – ADDITIONAL SPECIFIC REQUIREMENTS

SPECIFIC REQUIREMENTS	FIELD OFFICE TYPE						
	A	B	C	CU	D	DC	DU
Minimum useable floor space (Square Feet)	400	800	1,200	1,200	1,800	2,320	1,800
Office desks, at least 4'-8" x 2'-8", with drawers, locks, and keys.	2	2	4	8 ^a	8	8	12 ^a
Swivel chairs, with arms, for the above.	2	2	4	8 ^a	8	8	12 ^a
Office folding chairs, metal, with padded seats and backs.	2	3	6	14 ^b	8	8	16 ^b
Steel supply cabinets (approximate size 72" high by 36" wide by 18" deep), with four adjustable shelves, tumbler lock and 3 keys.	1	1	1	1	1	1	1
Fire resistant cabinet, 4-drawer, legal size with lock and three (3) keys, meeting the requirements for "Filing devices, Insulated (36 E 9)" Class D Label, of the Underwriters' Laboratories, Inc. Specifications.	1	1	1	3 ^c	4	4	6 ^c
Individual lockers (17" wide x 18" deep x 72" high) with flat key locks and two (2) keys each.	1	1	4	4	4	4	4
Calculating machines, tape type with digital display registering at least ten (10) digits.	1	1	2	2	3	3	3
Waste paper baskets (metal, approximately 12" square by 16" high).	1	2	2	6 ^a	4	4	8 ^a

SPECIFIC REQUIREMENTS	FIELD OFFICE TYPE						
	A	B	C	CU	D	DC	DU
Fire extinguishers, non-toxic, dry chemical type meeting Underwriters Laboratories, Inc., approval for Class A, Class B and Class C fires with a minimum rating of 2A:10B:10C.	1	1	2	3 ^d	4	8	5 ^d
First Aid Kit kept properly stocked with appropriate first aid supplies at all times.	1	1	1	1	2	2	2
Drafting tables (3'-0" x 5'-0") with storage drawers and stool.	1	2	2	3 ^d	4	4	5 ^d
Photocopying Machine	1	1	1	1	1	1	1
Standalone networked color laser printer. (Not required if photocopying machine prints in color)	1	1	1	1	1	1	1
Vertical filing plan racks for six sets of 22"x36" plans each rack.	1	1	2	3 ^d	4	4	5 ^d
Telephone lines for calls, where one shall be dedicated for the Fax Machine, one for each computer fax/modem and the others for telephone instruments.	4	6	6	7 ^e	8	8	9 ^e
Telephone instruments.	2	2	3	5 ^e	4	4	6 ^e
Telephone answering machine.	1	1	1	1	1	1	1
Fax Machine	1	1	1	1	1	1	1
Personal Computer	1	3	3	3	4	4	4
Bottled water with refrigerator unit-hot/cold water. (For private utilities room.)	0	0	0	1	0	0	1
Paper Shredder	1	1	1	1	1	1	1
Projector	0	0	1	1	1	1	1
Conference Room, 320 square foot (20'x16' minimum, equipped with (2) 3'x6.5' tables and (30) chairs.	0	0	0	0	0	1	0

^a Provide four (4) each of Office Desks, Swivel Chairs and Waste Paper Baskets in private utilities room.

^b Provide eight (8) Folding Chairs in private utilities room.

^c Provide two (2) Fire Resistant 4- Drawer Legal Size Cabinets in private utilities room.

^d Provide one (1) each of Fire Extinguisher, Drafting Table and Vertical File Rack in private utilities room.

^e Provide one (1) telephone line and two (2) telephone instruments for the exclusive use by private utilities personnel. The line shall interconnect the two telephone instruments by push button control.

6.40.4. CONSTRUCTION METHODS. The building shall be fully equipped and made available for use and occupancy by the Department's personnel and/or Supervision Consultant not less than thirty (30) days prior to the start of any contract work.

The building interior (including access foyers, stairwells, etc.) shall be maintained in good, clean, and sanitary working condition by the Contractor for the duration of the contract. The Contractor shall provide and pay all costs for electrical service, telephone service for calls within New York City limits, hot and cold water, heat and fuel, and daily janitor service. Staples, such as paper towels, hand soap, toilet paper, and similar supplies, shall always be available.

Where necessary, the site for a mobile trailer(s) shall be graded and shoulder stone placed and maintained as directed by the Engineer to provide a parking area for City personnel and, if necessary, an approach road shall be provided. Plumbing work shall include all water supply, drainage and piping required for the operation of a complete installation. Temporary water service shall be provided from an existing main and extended into the trailer and all fixtures requiring water supply shall be properly connected up. All necessary soil, waste, vent and drainage piping shall be provided and connected to the existing sewer or as otherwise directed.

The office, incorporated facilities, equipment, and personal property of the Department's employees shall be protected by the Contractor against loss or damage from fire, theft, or other causes, at all hours of the

day and night. The Contractor shall provide fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of forty thousand dollars (\$40,000.00) for office equipment of the City of New York in the Engineer's field office and for property of City personnel that is used in the contract work and stored in the office. All insurance coverage shall be written by a company approved by the Commissioner and payable in case of loss to the City of New York. The office shall be maintained by the Contractor in first class condition until final acceptance of the work. At the direction of the Engineer, any equipment on the above lists may be deleted. The Engineer may direct that other equipment of equivalent value be supplied by the Contractor or an appropriate credit be taken for the value of equipment not provided.

When directed by the Engineer, the Contractor shall disconnect all services and remove and dispose of all temporary installations from the site, including fencing, surfacing and utilities, the area shall then be cleaned, loamed and seeded if required and left in a neat and acceptable condition. On and after the date of the Engineer's Final Acceptance, the temporary structure and all installed equipment shall become the property of the Contractor, and shall be disposed of, by him, away from the site of the work. Engineer's Final Acceptance shall be when the Contractor has completed all punch list work and Official Completion Date has been set.

6.40.5. NONCONFORMANCE. No payment will be made under Engineer's Field Office for each calendar day during which there are deficiencies in compliance with the requirements of any subsection of this specification. The first calendar day shall commence twenty-four (24) hours after notice to the Contractor of such a deficiency. This non-payment shall be deducted from the Contractor's next estimate as a charge to the Contractor on the item. The amount of such calendar day non-payment will be determined by dividing the unit price bid per month by 30.

In addition, the Contractor may be subject to liquidated damages in accordance with Schedule A.

6.40.6. MEASUREMENT. The quantity to be measured for payment under this item shall be the number of months that the Field Office is available for occupancy by the Field Engineers during the period of the contract. Payment will begin the first month that the office is fully equipped, serviced as specified, and made available for occupancy. The Field Office is to be continuously made available and monthly payments will continue for the duration of the contract through a period not to exceed 6 months past the Substantial Completion date. When directed in writing by the Commissioner, the Field Office will be provided and paid for a period of time beyond 6 months past the Substantial Completion date. Payment for each month's occupancy after the date of Substantial Completion acceptance will be made as part of the final estimate. Monthly payments may be terminated on a specified date prior to acceptance of the contract by written notification by the Engineer that such office will no longer be required on the contract. In order to incentivize early Substantial Completion of the Project, the City agrees to share the savings resulting from the reduction of the quantity measured for payment under this item.

If the determination of Substantial Completion is reached at least two (2) months earlier than the Substantial Completion date set forth in the Notice to Proceed letter, plus any approved time extensions, the Contractor and the City will evenly split the saved amount. This payment will be in addition to any payments of incentive for early completion, if one is specified for the Project.

For example, using a contract with a 30-month duration for achievement of substantial completion, with the Engineer's Field Office directed by the Commissioner to remain open six (6) months after the substantial completion date per Subsection 6.40.6 above, the following would apply under these two scenarios:

1. Project substantial completion is achieved in 28.5 months: Because the contract was completed within two (2) months of the scheduled substantial completion date, the contractor is entitled to be paid for the 28.5 month project duration plus the six (6) months after Substantial Completion, amounting to 34.5 months to be paid to the Contractor for the Engineer's Field Office, with no additional amounts due to the contractor from any savings.
2. Project substantial completion is achieved in 26 months: Because the contract was substantially completed more than two (2) months early, the contractor is entitled to be paid for the 26 month project duration plus six (6) months after substantial completion plus half of the four months saved, amounting to 34 months to be paid to the contractor for the Engineer's Field Office.

6.40.7. PRICE TO COVER. The unit price bid per month for the item Engineer's Field Office shall include the cost of furnishing all labor, materials, equipment, ground rental, fire and theft insurance, and utility charges necessary to complete the work of providing or constructing the field office; making all necessary electrical, water, sewer, and other connections required to make the above facilities operative; payment of all rental costs; furnishing and paying for heating fuel, as required; all electrical energy;

private telephone services; staples, as specified; and all necessary incidentals to complete the work - all in accordance with the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
6.40 A	ENGINEER'S FIELD OFFICE (Type A)	MONTH
6.40 B	ENGINEER'S FIELD OFFICE (Type B)	MONTH
6.40 C	ENGINEER'S FIELD OFFICE (Type C)	MONTH
6.40 CU	ENGINEER'S FIELD OFFICE (Joint Use) (Type CU)	MONTH
6.40 D	ENGINEER'S FIELD OFFICE (Type D)	MONTH
6.40 DC	ENGINEER'S FIELD OFFICE WITH CONFERENCE ROOM	MONTH
6.40 DU	ENGINEER'S FIELD OFFICE (Joint Use) (Type DU)	MONTH

SECTION 6.47 PCA – Permeable Concrete Pavers (CUSTOM)**6.47.1 INTENT.**

Under this Item, the Contractor will furnish and install Precast **PERMEABLE CONCRETE PAVERS (CUSTOM)** on aggregate base with crushed stone joints complete with geotextile fabric and permeable paver edge restraint with grid in accordance with the plans, specifications, and directions of the Engineer.

6.47.2 MATERIAL.

Unless otherwise specified, pavers must meet the standards of the “Permeable Interlocking Concrete Pavements Manual, 4th Edition”, published by the Interlocking Concrete Pavement Institute (ICPI).

Pavers: Pavers must be as shown on the plans. The pavers must be manufactured from high quality, atmospherically cured precast concrete having a minimum average compressive strength of 8,000 P.S.I. and a maximum water absorption of five (5%) percent. Pavers must conform with ASTM C936. Subject to compliance with technical requirements, provide a single paver product by:

‘Eco-Priora’ – 9.4” x 4.7” x 3.1”

Manufactured by Unilock, 51 International Blvd Brewster, NY 10509, 1-800-864-5625,

www.unilock.com

Color: Granite Blend;

Finish – standard

or approved equal

The face of pavers must be at right angles with all sides, except where circular or other specialty pavers are specified. The thickness of pavers shall be 8cm (3 1/8”). All pavers to be used on the work must be of the same manufacture and thickness.

Joint Filler and Bedding Course: Crushed stone size No. 9 complying with size requirements of ASTM D448 and ASTM C131 with 90% fractured faces and minimum CBR of 80% per ASTM D1883. Material must be washed with less than 1% passing the No. 200 sieve.

Leveling Course: Crushed stone size No.57 complying with ASTM D448

Foundation Material: Must be Structural Soil. Refer Item 4.15 SS STRUCTURAL SOIL FOUNDATION MATERIAL

Permeable Paver Edge Restraint: Refer Item 6.74 PER, PERMEABLE PAVER EDGE RESTRAINT

Geotextile Fabric: Standard highway Specification, Section 6.68 must be 4 oz., nonwoven needle punched geotextile composed of 100 polypropylene staple fibers that are inert to biological degradation and resists naturally encountered chemicals, alkalis, and acids. Provide Geotextile material conforming to the following performance characteristics, measured per the test methods referenced:

Staples for geotextile fabric must be at least six (6”) inches in length and made of rust-resistant material, such as aluminum, galvanized steel, or approved equal that will adequately secure the landscape fabric to the planting bed.

PATTERN: The design of pavers must be subject to approval by the Landscape Architect. Laying patterns and paver designs which are approved for the work are indicated on the contract plans. All edges, borders, and corners of paved areas must be finished to true and neat lines. Special cutting, soldier courses, color patterns, various shapes, and variations in size and finish, are all to be included in the square yard bid price.

6.47.3 INSTALLATION.

Preparation of Subgrade: Before any pavement is placed upon the fine grade, the fine grade must be prepared to line and grade and compacted where practicable with an approved self-propelling roller weighing not less than ten (10) tons. All hollows and depressions which develop under rolling must be filled with acceptable material and shall again be rolled. This process of shaping, filling, and rolling must be repeated until no depressions develop.

The Contractor must remove from the subgrade all debris, foreign material, and all other undesirable material designated by the Engineer. The fine grade must not be muddy or otherwise unsatisfactory when the foundation material is placed upon it. If the fine grade becomes rutted or displaced, due to any cause whatsoever, the Contractor must regrade same without additional payment. Place geotextile fabric over the prepared subgrade overlapping ends and edges at least twelve (12) inches in the direction of drainage flow.

Material for Foundation must be evenly spread on a prepared sub-grade in the position shown on the plans or directed by the Engineer, in four inch (4") layers, each layer to be rolled while wet with a seven (7) to twelve (12) ton tandem roller (or other approved method satisfactory to the Engineer), to the thickness shown on the plans or as directed by the Engineer.

Placement of Leveling Course: Material for Leveling Course shall be evenly spread over Foundation Course in a single four inch (4") lift. Proof roll with a seven (7) to twelve (12) ton tandem roller (or other approved method satisfactory to the Engineer), to the thickness shown on the plans or as directed by the Engineer. The surface tolerance of the compacted No. 57 leveling course must not deviate more than one (1) inch in ten (10) feet using a straightedge.

Placement of Pavers on Bedding Course: Place permeable paver edge restraint plastic grid over bedding layer and extend six (6") inches beyond extent of pavers. Pavers must be clean when placed. Pavers which are not satisfactorily clean must be washed before placing. The pavers must be placed as per approved patterns, true to line and grade unless otherwise noted on the plans.

Install permeable paver edge restraint on each side of the permeable paver path. Edge restraint must sit on top of grid. Use 3/8 inch spikes to temporarily hold edging in place. Unfold grid and extend it full length into the paver area ensuring no folds or wrinkles in the grid. Set open-joint pavers hand tight against integral spacer bars.

After the pavers are placed, No. 9 stone must be swept into the joints and pavers settled into the stone base with a mechanical vibrator of adequate size. All joints must be completely filled with stone and water sprayed to ensure compaction of the chip stone in the joints. After the joints are completely filled, the pavement must be swept clean.

After a sufficient area of pavement has been laid, the pavement must be tested with a ten foot straight edge and any depressions exceeding one-eighth inch (1/8") in ten (10) feet must be corrected and brought to proper grade. Any pavers disturbed in making replacements or correcting depressions must be settled into place by ramming.

Maintenance: Refill No. 9 stone joint filler between permeable concrete pavers 90-120 days after initial installation. Joint filler must be flush with the top of the adjacent pavers.

6.47.4 SUBMITTALS.

Samples: The Contractor must submit two (2) samples of the pavers they propose to use for approval by the Landscape Architect. All pavers used on the work must conform to the approved samples. A three-pound (3 lb.) bag of proposed foundation material, leveling course and bedding/joint filler must be submitted for approval, with a sieve analysis and name of supplier attached. All samples must be clearly labeled with Contract No., manufacturer, color, and finish. Provide sample of permeable paver edge restraint.

Manufacturer's Literature: Manufacturer's literature must be submitted to the Engineer for approval.

LEED Submittal Package: Provide validation for permeable concrete pavers according to the Action Submittals requirements of Section 01 8113 "Sustainable Design Requirements" including a completed line item on the LEED Reporting Form for each LEED Focus Material. Validation includes at a minimum:

1. Recycled Content as defined in Section 01 8113 "Sustainable Design Requirements. Report Recycled Content only; no minimum requirement.
2. Regional Content as defined in Section 01 8113 "Sustainable Design Requirements". Report Regional Content only. No minimum requirement
3. Solar Reflectance Index (SRI): minimum SRI 29.

6.47.5 MEASUREMENT.

The quantity of PERMEABLE CONCRETE PAVERS (CUSTOM) on aggregate base with stone dust joints to be paid for under this Item will be the number of SQUARE YARDS of pavement constructed in accordance with the plans and specifications, as directed by the Engineer.

6.47.6 PRICES TO COVER.

The price bid will be a unit price per SQUARE YARD furnished and placed and will include the cost of all labor, materials, equipment, and incidental expenses necessary to complete the work, including Foundation material, Leveling material, Bedding and stone joint filler, geotextile fabric and permeable paver edge restraint and laboratory testing (if necessary), all in accordance with the plans and specifications, to the satisfaction of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
6.47 PCA	PERMEABLE CONCRETE PAVERS – CUSTOM	S.Y.

SECTION 6.52 FED - Uniformed Flagperson

6.52FED.1. INTENT.

This section describes the employment of uniformed flagpersons to direct and detour traffic.

6.52FED.2. DESCRIPTION.

The Contractor must furnish an adequate number of flagpersons to control vehicular and pedestrian traffic when it is necessary to maintain alternating one-way traffic in one lane of a two-way roadway, and at all other locations where construction operations, construction vehicles and equipment, and temporary traffic patterns related to the construction operations require positive temporary traffic control for safe, efficient traffic operations.

6.52FED.3. METHODS.

All flagpersons must be proficient in speaking, writing and reading English, and adequately trained in flagging operations by a recognized training program such as that provided by the American Traffic Safety Services Association, the National Safety Council, unions or construction industry associations, or by an individual who holds a current certification as a flagger training instructor from such a program.

All flagpersons, their apparel, hand-signaling devices, active two-way radios, and procedures to be used by them must be in compliance with the requirements of Chapter 6E. FLAGGER CONTROL, in the Federal "Manual on Uniform Traffic Control Devices for Streets and Highways" 2009 Edition, or later edition.

Prior to the start of flagging operations, the Contractor must provide to the Engineer a list of certified flagpersons to be used in the contract, identifying the source of flagger training for each individual. When requested by the Engineer, flagpersons must demonstrate their competency in flagging procedures. Flagpersons not competent in flagging procedures to the satisfaction of the Engineer must be retrained or replaced at once.

Flagpersons are to be paid not less than the most recent prevailing wages rates established for Laborers as set by the NYC Comptroller or the US Department of Labor, whichever is higher at the time the work is being performed.

The Contractor will be given a minimum of 12 hours advanced notice by the Engineer as to when to furnish a flagperson.

6.52FED.4. METHOD OF MEASUREMENT.

The fixed price lump sum shown in the bid proposal for this item will be considered the price bid, although actual payment will be based on the authorized work performed by the Uniformed Flagpersons. The fixed sum is not to be altered in any manner by the bidder.

It is agreed that the quantity to be measured for payment will be the number of person-hours of uniformed flagperson service actually performed, as authorized by the Engineer.

Laborers who are not uniformed flagperson will not be measured for payment as flagperson under this item.

6.52FED.5. BASIS OF PAYMENT.

The Contract price for this item will be a lump sum price for the work performed under this item and will be equal to the total sum of the amount of wages paid for all authorized Uniformed Flagpersons performing vehicular and pedestrian traffic management, with a twelve (12%) percent markup for Overhead, except that no percentage for overhead will be allowed on Payroll Taxes or on the premium portion of overtime pay or on sales and personal property taxes; plus ten (10%) as compensation for Profit, except that no

percentage for profit will be allowed on Payroll Taxes or on the premium portion of overtime pay or on sales and personal property taxes; as described in Article 26 of the Standard Construction Contract.

Overhead will include without limitation, all costs and expenses in connection with administration, management superintendence, and all material costs for their apparel, hand-signaling devices, active two-way radios, and any other equipment required, and insurance required by Schedule A of the General Conditions other than Workers' Compensation Insurance.

The hourly rate per person-hour will be the prevailing wage rate for Laborers in effect at the time of the work to control and detour traffic, as shown on the Contract Drawings or as directed by the Engineer.

The Contactor will be required to submit to the Engineer satisfactory evidence of payment on a New York State certified payroll report forms. No retainage will be withheld by the Department on such payments made under this section.

The total estimated cost of this item is the "fixed sum" amount shown for this item in the Bid Schedule. No guarantee is given that the actual total cost for this item will in fact be the "fixed sum" amount. The "fixed sum" amount is included in the total bid solely to ensure that sufficient monies will be available to pay the Contractor for these services.

The "fixed sum" is for bidding purposes only and will not be varied in the bid. The Contractor will be paid for the actual amount regardless of the fixed sum, which may be more or less than the fixed sum amount.

The Contractor must maintain separate books of accounts and must not charge any portion of the cost of wages for Uniformed Flagpersons to another part of the work. Payment and partial payments under this item will be treated separately from the rest of the contract items.

The New York State certified payroll report forms will be submitted to the Engineer on a monthly basis and will include the signed copies of the daily report.

Payment will be made under:

Item No.	Item	Pay Unit
6.52 FED	UNIFORMED FLAGPERSON	FIXED SUM

SECTION 6.74 PER – Permeable Paver Edge Restraint

6.74 PER.1. INTENT.

Under this Section, the Contractor must furnish and install paver edge restraint for permeable concrete pavers in accordance with the plans, specifications, and directions of the Engineer.

6.74 PER.2. MATERIALS.

Permeable paver edge restraint must be spikeless, made from aluminum or recycled plastic edge restraint system with attached geogrid for installation under pavers. Product shall be;

1. "PermEdge" manufactured by SEK SUREBOND, 3925 Stern Ave, St. Charles, IL 60174. Phone 800-932-3343 or
2. "GeoEdge" manufactured by PERMALOC CORPORATION., 13505 Barry Street, Holland MI 49424, 1-800-356-9660, 646-399-9600, www.permaloc.com
3. "Teco-Edg" manufactured by Oly-Ola Edging Inc., 124 E. Saint Charles Road, Villa Park, IL 60181, 1-800-334-4647/ 1-630-833-0816 or
4. or approved equal.

6.74 PER.3. METHODS.

Install paver restraint edge as per manufacturer's instructions. Prepare subbase and base course as required for paver installation. Place geo grid over bedding layer and extend six (6") inches beyond extent of pavers and allow six (6") overlaps between grid sheets. Install paver restraint edge on each side of the permeable paver path as indicated on Contract Drawings. Edge restraint must sit on top of grid. Use 3/8 inch spikes to temporarily hold edging in place. Unfold grid and extend it full length into the paver area ensuring no folds or wrinkles in the grid. Set pavers hand tight against integral spacer bars as specified in its respective item.

6.74 PER.4. SUBMITTALS.

The Contractor must submit samples of one (1) linear foot of paver restraint edge for approval by the Landscape Architect. Samples shall be clearly labeled with Contract No., name of supplier and material. Submit product data for all components of the system.

6.74 PER.5. MEASUREMENT.

The quantity to be measured for payment under this item must be the number of LINEAR FOOT of paver restraint edge installed to the satisfaction of the Engineer, measured in place.

6.74 PER.6. PRICE TO COVER.

The contract price bid for this item must be a unit price per linear foot, must include grid mesh and will cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to furnish and install paver restraint edge in designated areas in accordance with the plans, specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
6.74 PER	PERMEABLE PAVER EDGE RESTRAINT	L.F.

SECTION 6.86 PS – Panel Signs**6.86 PS.1. INTENT.**

This section describes the furnishing and installation of panel signs.

6.86 PS.2. DESCRIPTION.

Under this Item, the Contractor must install historic signage panel, frame and posts, in accordance with the Contract Drawings, specifications and directions of the Engineer and New York City Department of Transportation(NYCDOT). The Contractor must coordinate with NYCDOT for the exact locations of each historic signage prior to placing the order for the signage. NYCDOT will fabricate and furnish the historic signage, paid by the Contractor.

6.86 PS.3. SUBMITTALS.

- (A) Product Data: Submit manufacturer's product data which shall include frame and posts of historic signage, product's material composition, product limitations, and available finishes, storage and handling requirements and recommendations, and installation methods.
- (B) Shop Drawings: Submit manufacturer's shop drawings to scale, installation details including the type, finishes of frame, panel back plate, connection angle, posts, footing, screw and bolt types and sizes with all dimensions according to contract drawings.
- (C) Samples: Submit a sample of the aluminum frame with specified paint color, sign panel, and sign support.

6.86 PS.4. QUALITY ASSURANCE.

- (A) Metal Fabricator's Qualifications: Fabricator regularly engaged in the fabrication and finishing of stainless steel for at least three years.

6.86 PS.5. DELIVERY, STORAGE, AND HANDLING

- (A) Storage: Store materials and work in clean, dry area in accordance with manufacturer's instructions. Keep materials in manufacturer's original, unopened containers and packaging until installation.
- (B) Handling: Protect materials and finish during handling and installation to prevent damage.

6.86 PS.6. MATERIALS.

- (A) Posts must be 4" square marine-grade 316 stainless steel tubing; wall minimum 0.188" thickness, meeting ASTM A-420 and ASTM A554. The length of each sign post must be as shown on the Contract Drawings. The finished posts must be straight 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.

- (B) Each pole must be steel shotblasted, etched, phosphatized, preheated, and electrostatically powder-coated with TGIC polyester powder coatings. Products must be fully cleaned and pretreated, preheated and coated while hot to fill crevices and build coating film. Coated parts must be fully cured to coating manufacturer's specifications. The thickness of the resulting finish must average 8-10 mils (200-250 microns). Color: As specified by NYCDOT after submission of powder-coating color chart.
- (C) Posts must be set in concrete footings as shown on the Contract drawings. The concrete footing for the steel rail sign post must be constructed from 3,000 psi strength concrete.
- (D) Aluminum frame: The aluminum frame must be made of aluminum alloy no. 6063-T5 with plates of alloy No. 5052-H2. All aluminum must be free of dents, nicks and edge damage or other defects. The surface of all aluminum to be prepared with a caustic etching prior to painting and in accordance with paint manufacturer's instructions.
- (E) Fastening: Frames must use only specified fastening devices and appropriate welding materials. All welds must be ground smooth. All sharp and ragged edges must be eased smooth to eliminate all sharp edges.
- (F) Paint: Prepared surfaces must be painted with Polane T paint as supplied by Sherwin-Williams or equal as approved by the Engineer. The second coat must be applied to provide a textured, non-glare pattern. The finish must be free of runs, sags, and other imperfections. The color must be consistent from surface to surface. The paint must be applied under dry dust-free conditions at temperatures above 10 degrees C. Painting must be done in a workmanlike manner so as to produce an even film of uniform thickness. Edges, crevices, corners, and joints must receive special attention to ensure that they are thoroughly cleaned and receive an even, uniform and adequate film thickness of paint.
- (G) The details of the graphics for the sign, as well as paint and powder-coating colors will be provided to the Contractor by NYCDOT, during construction, prior to the Contractor placing an order for the panel.

6.86 PS.7. METHOD.

The following methods of installation shall be used.

- (A) Sign Support Fabrication:
 1. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
 2. Form bends to smallest radius possible without causing grain separation or otherwise impairing work.
 3. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.

4. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

(B) Assembly: Preassemble signs and assemblies in the shop to greatest extent possible. Disassemble signs and assemblies only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation; apply markings in locations concealed from view after final assembly.

(C) Examination:

1. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of signage work. Verify that sign support supporting surfaces (precast planter wall) and sign support surfaces are within tolerances to accommodate signs without gaps or irregularities between backs of signs and support surfaces unless otherwise indicated.
2. Notify Engineer of conditions that would adversely affect installation or subsequent use.
3. Do not begin installation until unacceptable conditions are corrected and acceptance verified in writing by Engineer.

(D) Installation:

1. Install signs using mounting methods indicated on the Contract Drawings at locations as directed by NYCDOT.
2. Post footing locations must be excavated to the depth shown on the Contract Drawings. Posts must be set and centered in the hole, to the specified depth of embedment. After the post has been set and properly supported to hold it true and plumb, the hole must be filled with concrete.
3. Before installation of the Historic Signage, verify that sign surfaces are clean and free of materials or debris that would impair installation.
4. Install Historic Signage level, plumb, true to line, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance. Install signs so they do not protrude or obstruct according to the accessibility standard.
5. Anchor Historic Signage securely in place in accordance with Contract Drawings.
 - a. Using a template, drill holes in concrete footing aligning with holes on sign support. Remove loose debris from hole and substrate surface. Fill holes with adhesive. Place threaded anchors in adhesive filled holes to depth specified.
 - b. Install sign support after adhesive has cured. Place sign in position on support surface with threaded inserts through factory-drilled holes in support; install washers and nuts on studs projecting through opposite side of support surface, and tighten.
 - c. Complete tamper resistant installation following Engineer approval which may include tack welding nuts as approved by Engineer.
6. The Contractor must 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 must be remedied by the Contractor at

no cost to the City and to the satisfaction of the Engineer.

(E) Adjusting:

1. Finish Damage: Repair minor damages to finish in accordance with manufacturer’s instructions and as approved by Engineer.
2. Component Damage: Remove and replace damaged or deformed signs that do not comply with specified requirements. Replace signs with damaged or deteriorated finishes or components that cannot be successfully repaired as determined by the Engineer.

(F) Cleaning: Remove temporary protective coverings and strippable films as signs are installed. On completion of installation, clean exposed surfaces of signs according to manufacturer's written instructions. Do not use harsh cleaning materials or methods that could damage finish.

(G) Protection: Protect installed signs to ensure signs will be without damage or deterioration at time of Substantial Completion.

(H) All work must be designed for adjustment to field variations, fitted with proper joints and intersections, and adequately anchored in place. All workmanship and finishes must be of the best quality in every particular, strictly in accordance with best practices. All work must be complete in every detail as determined by the Resident Engineer and NYCDOT.

6.86 PS.8. MEASUREMENT.

The quantity to be measured for payment shall be the number of panel signs at the site installed to the satisfaction of the Engineer and NYCDOT.

6.86 PS.9. PRICES TO COVER.

The unit price bid per EACH Panel Sign shall include the cost of furnishing all labor, materials, equipment, insurance, and incidentals necessary to furnish and install each Historical Signage including, but not limited to, sign frame, back panel, sign support, hardware, and anchoring sign support to precast concrete footing, all in accordance with the Contract Drawings, the specifications and the directions of the Engineer and to the satisfaction of NYCDOT.

Payment will be made under:

Item No.	Item	Pay Unit
6.86 PS	PANEL SIGN	EACH

The Section below supersedes and replaces Section 7.13 of NYC DOT

Standard Specifications dated May 16, 2022

SECTION 7.13 – Maintenance of Site

7.13.1. DESCRIPTION. This section describes the maintenance, protection and cleanup of the construction site. The Contractor is placed on notice that a safe and clean site throughout all phases of the work and during all operations must be provided by the Contractor, and further that the monitoring by the City of the Contractor's site maintenance, site protection and site cleanup is considered for the purposes of the contract to be a Project objective necessary to eliminate and/or mitigate public disruption and inconvenience, and to insure public health and safety. The Contractor shall therefore, at all times, conduct this operation in a manner which promotes a clean site and insures the convenience, safety and health of general users consisting of, but not limited to, the motorist, the pedestrian and the abutting property owners/tenants, as well as those of the Contractor's employees. This includes compliance with the Contractor Code of Conduct in **Section 1.06.19**.

The provisions of this section are supplementary to and do not abrogate the General Conditions (Section 1.06) or the General Notes on the Contract Drawings relating to the protection and cleanup of the site, and the delivery and storage of materials at the site. Furthermore, any conditions pertaining to the maintenance, protection and cleanup of the construction site during the life of the contract which are addressed in the General Conditions and in the General Notes on the Contract Drawings, whether or not addressed under this Section, shall be deemed as having been addressed under this Section.

7.13.2. METHODS.

(A) GENERAL

Work under this Item shall start from the date of written notice to commence work or from the actual start of construction work at the site, whichever is later.

The Contractor shall be responsible for the maintenance of the contract streets or portions of streets pursuant to Article 7 of the Standard Construction Contract.

The Contractor shall provide the necessary personnel and equipment for adequate site maintenance within and adjacent to the contract site and all detour routes. The Contractor shall keep the work site and adjacent areas free and clean from all rubbish, debris, dust, idle construction equipment, discarded or leftover construction material and excavated material as outlined below. The Contractor shall also keep all haul routes outside the work site free and clean from all rubbish, debris and dust resulting from the Contractor's operations.

The Contractor shall protect the public from damage to persons and property, which may result directly or indirectly from any construction operation. Such protection shall include, but not be limited to, providing proper street drainage and diversion of runoffs from private properties by such means as sandbagging or pumping, controlling soil erosion and/or soil migration.

All existing Fire Department Communication facilities shall be protected and provisions made for their continuous operation during construction. ALL ALARM BOXES AND POSTS MUST REMAIN ACCESSIBLE. If, due to the Contractor's operations, Fire Alarm Service is inadvertently interrupted or Fire Communication System equipment or facilities are damaged, the Contractor will be held responsible and shall replace them at its own expense and in accordance with Fire Department requirements.

The Contractor shall be fully responsible for maintaining the completed work in an acceptable condition and protecting the completed work until relieved of such responsibility by acceptance of the contract or the completed items of work. Upon completion of each phase of work, or when ordered by the Engineer, and before acceptance and final payment are made, the Contractor shall remove all surplus and discarded material, rubbish, equipment, debris, and temporary structures from the site, and restore the working site as directed by and to the satisfaction of the Engineer. All sewers, water mains, appurtenant structures, etc., shall be clean, free from debris and deposits.

(B) MAINTENANCE OF STREETS

Maintenance of streets and detours for vehicles shall include any repairs, as directed, including the filling of pre-existing and new potholes that may be necessary due to usage of streets by traffic. This repair work will be paid for under Item No. 4.02 CB - ASPHALTIC CONCRETE MIXTURE, or 4.02 CA - BINDER MIXTURE, as provided in the Bid Schedule.

Also, the Contractor shall provide reasonably safe and convenient walkways and passageways for pedestrian traffic. Where required by the Contract Documents or when ordered by the Engineer, the Contractor shall construct and maintain, as directed, temporary asphalt walkways and ramps in accordance with the requirements of Subsection 7.13.2.(G)(1), below, temporary wood plank or steel plate ramps or other configurations and materials, as may be required, and provide temporary pedestrian passageways (as per the NYC Department of Transportation's Standard Details of Construction, Standard Drawing H-1004, or as otherwise approved). The Contractor shall make the surface(s) of the pedestrian pathway(s) safe by eliminating ponding conditions, removing debris, sweeping, and wetting for dust control. All walkways and passageways must be in compliance with all ADA requirements. The Contractor shall maintain access to all abutting properties and pedestrian usage of sidewalk areas, both old and new, at all times, as directed by the Engineer and as shown on the Contract Drawings, except at "Sidewalk Closings" as designated or as directed.

The Contractor shall maintain the traveled way in such a condition and conduct operations in such a manner that snow and ice may be readily removed by others as and when necessary, and in such a manner that proper drainage is provided for the melting of snow in the banks resulting from normal plowing. However, the Contractor will not be responsible for snow or ice removal on the pavement or traveled way opened for public usage, except within the limits of the work zone(s) which may include, but is not limited to, stairway, promenades, esplanade areas, and sidewalk, including those fronting the Contractor's office and the Engineer's field office all of which will be the responsibility of the Contractor. In order to minimize the amount of salts entering the storm sewer system, snow melt must not be used in place of shoveling, but must be used after all standing snow is removed. This does not prohibit applying reasonable amounts of snow melt prior to snowfall.

(C) CONTROL OF DUST AND DEBRIS

The Contractor shall control dust and debris within the work area and the traveled way. The Contractor shall mitigate material spilling from trucks with the use of tarpaulin covers. All dust producing materials shall be wet down with water to the extent necessary to minimize dust. When public or local inconvenience is caused by dust occasioned by the sweeping and cleaning operations, the Contractor shall furnish and sprinkle water onto the affected surfaces during the sweeping and cleaning operations; however, the application of water shall not be used as a substitute for sweeping.

The Contractor shall perform all work operations so that dust and debris is minimized within the work zone and mitigated before any of it leaves the work zone. Movement of dust and debris by wind, vehicles, persons, and the Contractor's operations shall be cause for sweeping and watering to be implemented immediately as directed by the Engineer. Also, should dust and dirt cover over all or portions of the work site it shall also be cause for immediate sweeping and watering by the Contractor. All water furnished and applied under this item shall be free from harmful materials and shall be reasonably clean. Water shall be delivered in tanks or tank trucks, or by use of hydrants as permitted by the Department of Environmental Protection; however, no guarantee is made by the City as to the availability of suitable hydrants at the site. Where no suitable hydrants exist at the site, the Contractor shall be required to furnish water in tanks or tank trucks at no additional cost to the City.

(D) CLEANING OF SITE AND WASTE DISPOSAL

The Contractor shall be responsible for the removal of all rubbish and debris from the site of the project. The Contractor shall remove all piles of rubbish, debris, waste material and wood cratings as a result of the Contractor's operations as they accumulate. When directed by the Engineer the Contractor shall cart them away from the site. The Contractor shall employ and keep engaged for this purpose an adequate force of laborers.

The Contractor shall at the beginning and end of each day be required to pick up all litter, trash and debris (excluding garbage and recycled material set to be picked up by scheduled private and/or public sanitation pickups) adjacent to and within the work zone on a daily basis, seven (7) days a week. The Contractor shall also during the day keep clean all roadways, sidewalks and other places in which the work is being performed or which are to be used in connection therewith.

The Contractor shall protect the site against unauthorized dumping of waste materials by patrolling the site and reporting violations to the Engineer, and should any unauthorized dumping occur, it shall be immediately remove by the Contractor to the Engineer's satisfaction.

While performing the above site cleaning work, the Contractor shall have available an approved mechanical street sweeper, with operator, suitable for removing dirt, debris, dust and loose stones; a sprinkler truck; adequate size pick-up truck with driver and laborers; an adequate supply of brooms, sixteen (16) inch wide or larger; and necessary hand tools and materials. The Contractor shall arrange to

have necessary persons and equipment assigned to satisfy concerns relating to required clean up and restoration work. These persons with equipment shall be available to correct all matters requiring attention and shall be immediately available to respond to directives issued by the Engineer regarding specified problems of maintenance and cleaning.

The Contractor shall perform this work during the normal or extended working days. However, when required in accordance with the approved schedule or directed, the Contractor shall be prepared to extend this work beyond the normal work day, including weekends.

The Contractor shall provide trash receptacles for use by its construction staff. The trash shall be periodically removed and disposed of in compliance with local ordinances.

(E) DISPOSAL OF REMOVED MATERIALS

Except as may be otherwise specified herein or in the General Conditions, all materials which are permanently removed from the existing construction by the Contractor in accordance with the Contract Documents shall become the Contractor's property and shall be disposed of by him away from the site. In addition, it is the intent of NYCDDC to have all metals that are excavated and removed from the site, such as iron castings street hardware (i.e. manhole frames and cover, valve box covers, hydrants, etc.), ductile iron sewer pipe, steel and ductile iron water main pipe, trolley track rails, etc. (excluding steel reinforcement embedded in concrete), recycled provided that they are not deemed contaminated or hazardous. Therefore, the Contractor shall agree to make every effort possible to recycle said metals removed from the site. As a record of such compliance, the Contractor shall be required to keep an accurate log of said materials that are excavated and removed from the site and where and how said materials are either processed for reuse or disposed of away from the site. A copy of said log shall be submitted to the Engineer along with the invoice submitted by the Contractor for payment each month.

(F) REMOVAL OF SURPLUS PLANT AND EQUIPMENT

When ordered by the Engineer, the Contractor shall be required to promptly move from any location within the contract area all such items of plant and equipment determined to be no longer necessary for the effective prosecution of the work at such point, to other locations to be designated by the Engineer. If, in the opinion of the Engineer, plant and equipment are no longer required on any portion of the work, they shall be removed from the site when so ordered.

Where access to regularly scheduled private and/or public sanitation pickups, such as garbage and recycled materials, is blocked due to the Contractor's operations, the Contractor shall coordinate a schedule for collection of said materials, and/or shall collect and transport garbage and recycled materials to collection points, as directed by the Engineer, for disposal by public or private collections, as appropriate.

Waste material shall not be dumped in or on any part of the City's property except by special permission of the Engineer. Concrete mixing trucks shall not be washed on City streets nor shall the waste material from the washing out of concrete mixing trucks be discharged to any street, public property, sewer manhole, catch basin, sewer, street gutter, or other above or below ground structures. All excavated materials falling on roadways and sidewalks shall be promptly swept up and removed.

(G) MAINTAINING ACCESS TO PROPERTIES AT CUT AND FILL LOCATIONS

When it is necessary to cut or fill at abutting properties in accordance with the contract requirements, the Contractor shall immediately commence construction to provide entrance to and egress from said properties as shown on the Contract Drawings and/or by one of the following methods, or modifications made thereto, when so ordered by the Engineer:

(1) "Asphalt Ramps"

Temporary access ramps shall be made hard and smooth surfaced with asphaltic material (to be paid for under Item No. 4.02 CB or 4.02 CA, as provided in the Bid Schedule) The slope of temporary ramps at driveways and transition areas shall be approximately 25% [approximately a three (3") inch rise in one (1') foot] and be limited to a width of not more than eight (8') feet for single driveways and not more than twelve (12') feet for double driveways. The slope of temporary ramps at street hardware shall range between 1:10 and 1:6 (rise:run). The slope of temporary pedestrian ramps shall be limited to a width of not less than four (4') nor more than five (5') feet and a slope of approximately 1:12.

(2) "Benching"

In locations where embankments are to be constructed on existing slopes or against existing embankments with slopes steeper than 1 (vertical) on 3 (horizontal), slopes shall be benched as shown on the Contract Drawings. Benches shall be constructed as a "Temporary Retaining Wall" (Item No. 8.12). Access to abutting properties shall be provided as shown on the Contract

Drawings or as per the details shown on the NYC Department of Transportation's Standard Details of Construction, Standard Drawing for Temporary Wooden Steps (Item No. 7.15).

(3) "Specified"

By methods specified and detailed on the Contract Drawings.

(H) FINAL CLEARANCE OF SITE

Immediately after the completion of the contract and before final acceptance of the Work by the Department, the Contractor shall remove all surplus material, temporary structures, and debris resulting from the Contractor's operations. Any painted markings (layout survey, etc.), excluding utility markings made under 16 NYCRR Part 753 (utility markings made under Part 753 shall not be removed), that have been placed by the Contractor and which are still remaining at the end of the contract shall be removed. Removal of painted markings shall be done using an approved power-washing method. The entire area shall be cleared and left in a neat presentable manner satisfactory to the Commissioner.

If as a result of the Contractor's operations, obstructions have fallen into a navigable waterway, they must be removed and the waterway and channel cleared; and the Contractor must obtain a release from the United States Coast Guard.

7.13.3. STORAGE OF MATERIALS AND EQUIPMENT. Roadways, sidewalks, gutters, crosswalks, and driveways shall at all times be kept clear and unobstructed unless a permit has been obtained from NYC Department of Transportation authorizing encumbrance of the roadway and/or sidewalk with equipment and/or material, provided it is in a manner which will not prevent the safe passage of vehicular traffic on such roadway designated to remain open, or the safe passage of pedestrians on such sidewalk and crosswalks, or block the normal drainage flow within the streets.

(A) DELIVERED MATERIALS NOT TO OBSTRUCT TRAFFIC

All materials delivered upon but not placed in the work shall be neatly piled so as not to obstruct public travel and shall be removed from the line of the work, at the direction of the Engineer, at no additional cost to the City. Unless the materials are so removed by the Contractor upon notice from the Engineer, the materials may be removed by the Commissioner and the expense thereof charged to the Contractor.

(B) PILING OF MATERIALS DELIVERED TO WORK SITE

Materials placed on the sidewalk or roadway shall be piled or stacked in a satisfactory and safe manner, enclosed with plastic barrels (Section 6.87) or barricades (Section 6.28 AA or 6.28 BA), and with pedestrian steel barricades (Section 7.36), "WARNING: KEEP OUT" signs (Section 6.25), and heavy duty safety orange construction fencing. The heavy duty safety orange construction fencing shall be safety orange in color, of heavy duty construction grade flexible plastic (light duty plastic screening fence will not be accepted), have a minimum height of four (4') feet, and shall be of a type approved by the Engineer. The heavy duty safety orange construction fencing shall be held vertically in place for its full length and shall be securely attached to barrels, utility poles, or a combination thereof, or other traffic control devices shown on the Contract Drawings or directed, in a manner approved by the Engineer. Loose materials shall be covered with tarpaulins, suitably held down. Areas adjacent to stored materials shall be kept clean and watered as required and as directed by the Engineer. When such materials are removed, the sidewalks and roadways must be immediately swept clean by the Contractor and control of dust shall be mitigated in accordance with the requirements of Subsection 7.13.2.(C), above.

Materials to be used in the work shall be compactly piled within limits to be designated by the Engineer. Sand and coarse aggregate may be piled within the roadway area. All old and such new material as has been approved, except sand and coarse aggregate, shall be neatly piled by the Contractor on the front half of the sidewalk, on planks or plates, if the same be flagged or otherwise improved.

Stored material shall be neatly stacked, placed at locations designated by the Engineer, and suitably enclosed or covered, protected, and wet down, as stipulated above. Streets under such construction material or equipment shall be shielded by wooden planking, skids or other protective covering approved by the Engineer. All pipes, fittings and appurtenances must be carefully stored, as approved by the Engineer, so as to prevent surface drainage, excavation material or other foreign matter from entering into the pipes, fittings and appurtenances.

Waste material and excavated material will under no conditions be permitted to remain on the work site or Provisions must be made by the Contractor to maintain curb-line drainage through storage areas. Stored materials shall not block the normal drainage flow or cause ponding conditions within streets, and shall not be placed within fifteen (15') feet of any fire hydrant (working or not), at bus stops, within tree root zone areas, or any other areas as set forth in the rules of the department the obstruction of which would impair the safety or convenience of the public (also see General Notes on Contract Drawings for any

additional information). In a street upon which there is a surface railroad, construction materials or equipment shall not be placed nearer to the track than five (5) feet.

The Contractor shall not be permitted to store, stockpile or lay down any construction material within the boundaries of tree pits or critical root zone (CRZ) of existing trees. This material includes but is not limited to: lumber, fuel and oil containers, pipes, pipe fittings, barricades, hand tools, hoses, hardware, bricks, salvaged stone or granite, trash receptacles, or asphalt. Bulk material, equipment, or vehicles shall not be stockpiled or parked within the CRZ of any tree, or within ten (10') feet of the trunk (whichever is greater). This is done to minimize surface and subsurface root and soil compaction. This applies to all CRZs within or outside the project limit line. CRZ is calculated as $(DBH \times 1.5 \text{ ft} = \text{Radius})$. The radius calculation is equal to the critical root zone.

When no work is in progress, at least one half of the roadway must be left clear at all times.

The Contractor must remove any stored materials/equipment from the project street(s), as directed by the Engineer, within forty-eight (48) hours' notice, at no additional cost to the City. Payment for compliance with such a directive shall be deemed included in the unit price bid for this "Maintenance of Site" item.

(C) ILLUMINATION OF BUILDING MATERIAL AND EQUIPMENT ON STREETS

Pursuant to Section 19-121 of the Administrative Code of the City of New York, the Contractor's attention is directed to the following:

1. Whenever a permit is issued for any construction material or equipment, the outer surface of such construction material or equipment shall be clearly marked with high intensity fluorescent paint, reflectors, or other marking which is capable of producing a warning glow when illuminated by the headlamps of a vehicle or other source of illumination.
2. Each approved storage area shall have at least one (1) sign identifying the Contractor's name, Project ID/Name, and the phone number of the Engineer's Field Office.
3. Violations. Any person who shall violate any of the above provisions, upon conviction thereof, shall be subject to the Criminal penalties pursuant to Section 19-149 of the Administrative Code of the City of New York or Civil penalties pursuant to Section 19-150 of the Administrative Code of the City of New York, or both such fines and imprisonment.

(D) STORAGE WITHIN THE PROJECT LIMITS

The Contractor will not be permitted to store construction equipment, construction material or excavated material within the project limits, except where specifically approved by the Engineer and only under the following conditions:

The Contractor will not be permitted to allow the personal vehicles of the Contractor's work force to be stored, parked, or to stand within the limits of any designated work area or in "no parking", "no standing", and/or other restricted zones; vehicles so stored, parked, or found standing may be ticketed and/or towed at the owner's expense. This restriction shall exclude Contractor owned vehicles transporting and/or storing specialized equipment and/or materials necessary for the execution of ongoing contract work, as approved by the Engineer. The Contractor shall be responsible for properly notifying the Contractor's work force of these restrictions.

Payment for traffic control devices such as plastic barrels, barricades, pedestrian steel barricades, and warning signs used to enclose stored materials and equipment within the project limits will be paid for under the appropriately scheduled items; however, when no appropriately scheduled item or items are provided in the bid schedule, the cost of those items shall be deemed included under all scheduled items. Materials stored on site shall be "Installed in Place" within two (2) consecutive working days of delivery to the job site, unless otherwise specified or permitted by the Engineer. (Construction supervisor will be required to maintain accurate records of all delivery dates.) No material shall be stored on site during construction shutdowns and/or stoppages scheduled to last more than five (5) consecutive working days.

(E) STORAGE OUTSIDE THE PROJECT LIMITS

The Contractor may be permitted to occupy off site street/roadway areas for material storage, subject to their availability and conformance with City wide permitting requirements for storage of materials; however, this neither implies nor guaranties the Contractor the availability and/or approval of any off site street/roadway areas.

Materials and/or equipment must be stored safely and neatly as specified above, with appropriate Maintenance and Protection of Traffic devices separating the storage area from vehicular traffic and pedestrians. Loose materials must be properly and neatly stored.

No separate payment will be made for providing off site storage site(s) where approved or for providing any traffic control devices used for off site storage, the cost of which shall be deemed included under all scheduled items.

7.13.4. NONCONFORMANCE. No payment will be made under Maintenance of Site for each calendar day during which there are deficiencies in compliance with the foregoing specification requirements, as determined by the Engineer and made evident by the Engineer's failure to sign documents each day approving payment to be made under this item. The amount of such calendar day non-payment will be determined by dividing the unit price bid per month by thirty (30).

If the Contractor fails to maintain and protect the site, or any portion thereof, adequately and safely for a period of three (3) or more consecutive hours, the Engineer may correct the adverse conditions by any means deemed appropriate, including, but not limited to, "outside services," and shall deduct the cost of the corrective work from any monies due the Contractor. The cost of this work shall be in addition to the nonpayment for site maintenance listed above.

However, where continued nonconformance with the requirements of this specification is noted by the Engineer, and prompt Contractor compliance is deemed not to be obtainable, all contract work may be stopped by direct order of the Engineer, regardless of whether corrections are made by the Engineer as stated in the paragraph above.

Furthermore, in addition to the remedies specified above, in the event the Contractor shall fail to comply, within three (3) consecutive hours after written notice from the Engineer, with the requirements of the contract and the specifications in the matter of providing facilities and services for the maintenance, protection and cleanup of the construction site, the Contractor shall pay to the City of New York, until such notice has been complied with or rescinded, the sum shown per calendar day in Schedule A, for each instance of such failure, as liquidated damages and not as a penalty, for such default.

Any money due the City of New York under this provision shall be deducted from the amounts due or to become due to the Contractor for work performed under the contract.

7.13.5. MEASUREMENT.

(A) MAINTENANCE OF SITE (LUMP SUM)

Payment will be made by lump sum.

(B) MAINTENANCE OF SITE (PER MONTH)

The quantity to be measured for payment under this item shall be the number of months (to the nearest 1/4 month increment) that the Contractor satisfactorily provides for the Maintenance of Site in accordance with these specifications, including winter shut down, holiday embargo, and other work suspension periods for which the Contractor remains responsible for site maintenance. Measurement for this item shall not begin until actual construction work is started at the site.

Periods where the Contractor is demobilized and not continuing the site maintenance will not be measured for payment. The Engineer will provide written notice two weeks in advance that the Contractor is being deemed to be demobilized. For the avoidance of doubt, reduced activity during winter shut downs, holiday embargos, and other work suspension periods as shown on the Contractor's approved CPM schedule do not count as demobilization, provided the Contractor continues to be responsible for site maintenance and responsive to notifications of nonconformance per **Subsection 7.13.4** above.

Should such nonconformance occur during periods of demobilization, the liquidated damages described in **Subsection 7.13.4** above may be assessed during periods where maintenance of site is not being measured for payment.

In order to incentivize early completion, the City agrees to share the savings resulting from the reduction of the quantity measured for payment under this item.

If the determination of Substantial Completion is reached at least two (2) months earlier than the Substantial Completion date set forth in the Notice to Proceed letter, plus any approved time extensions, the Contractor and the City will evenly split the saved amount. This payment will be in addition to any payments of incentive for early completion, if one is specified for the Project.

For example, using a contract with a 30-month duration for achievement of substantial completion, the following would apply under these two scenarios:

1. Project substantial completion is achieved in 28.5 months: Because the contract was completed within two (2) months of the scheduled substantial completion date, the contractor is entitled to be paid the 28.5 month project duration for the Maintenance of Site, with no additional amounts due to the contractor from any savings.

2. Project substantial completion is achieved in 26 months: Because the contract was completed more than two (2) months prior to the scheduled substantial completion date, the contractor is entitled to be paid the 26 month project duration plus half of the four months saved, amounting to 28 months to be paid to the contractor for the Maintenance of Site.

7.13.6. PRICE TO COVER.

(A) MAINTENANCE OF SITE (LUMP SUM)

The lump sum price bid for Maintenance of Site shall include the cost of furnishing all labor, materials, plant, equipment, insurance and incidentals required to maintain, protect and clean up the site, all in accordance with the Contract Drawings, these specifications, and the directions of the Engineer. Payment will be made in proportion to the percentage of actual contract completion. The final payment for this item will be in direct proportion (whether higher or lower) to the final contract value as compared to the original contract value.

(B) MAINTENANCE OF SITE (PER MONTH)

The unit price bid per month for Maintenance of Site shall include the cost of furnishing all labor, materials, plant, equipment, insurance and incidentals required to maintain, protect and clean up the site, all in accordance with the Contract Drawings, these specifications, and the directions of the Engineer. Where no separate item is provided for this work, the cost thereof shall be deemed to be included under all scheduled items.

Payment will be made under:

Item No.	Item	Pay Unit
7.13 A	MAINTENANCE OF SITE	L.S.
7.13 B	MAINTENANCE OF SITE	MONTH

SECTION 7.30 NTRS – Furnish and Install New Tee-Rail – Straight Section

7.30NTRS.1. DESCRIPTION.

Under this section, the Contractor will furnish all necessary labor, material, plant, equipment, and necessary incidentals required to furnish and install new Tee rails.

7.30NTRS.2. MATERIALS.

(A) New rail must be installed in pigmented high early strength non-reinforced concrete pavement apron (Item No. 4.05 AXNP).

(B) New Tee Rail: Rail section ASCE 80 complying with ASTM A1 – Standard Specification for Carbon Steel Tee Rails.

7.30NTRS.3. SUBMITTALS.

New Tee Rail: Manufacturer’s shop drawing and proof of compliance with applicable ASTM requirements.

7.30NTRS.4. METHOD.

Rail Installation.

1. The Contractor must install the rails as indicated on the plans at elevations such that rails will be flush with the finished concrete pavement.
2. Segments of rails along an alignment must be butted against each other and tack welded to avoid the alignment shifting during concrete pavement installation.
3. Where indicated on the contract plans, Tee rails must be mortared to concrete base pavement.

7.30NTRS.5. MEASUREMENT.

The quantity to be measured for payment under Item No. 7.30 NTRS will be the number of linear feet of new Straight Tee rail furnished and installed, as measured along the centerline of each individual girder rail.

7.30NTRS.6. PRICE TO COVER.

The contract price bid per linear foot for furnishing and installing new rails will cover the cost of all labor, plant, material, insurance, equipment, and necessary incidentals required for completing the work in accordance with the plans, the specifications, and the directions of the Engineer. Payment for concrete apron will be made under Item No.4.05 AXNP.

Payment will be made under:

Item No.	Description	Pay Unit
7.30 NTRS	FURNISH AND INSTALL NEW TEE RAIL – STRAIGHT SECTION	L.F.

SECTION 7.35 - Pedestrian Channelizer

7.35.1. INTENT.

This section describes the work of providing interlocking Pedestrian Channelizers to be used as temporary pedestrian access route between pedestrian and construction work areas when directed by the Engineer.

Pedestrian channelizer must provide the same level of pedestrian guidance as concrete or plastic barrier, but must be light weight, easier to transport, install and remove with interlocking arrangements.

7.35.2. MATERIALS.

The work will consist of furnishing, maintaining, relocating, and removing Pedestrian Channelizer in sidewalk areas as per the specifications, as shown on the Contract Drawings, or where otherwise directed by the Engineer.

Pedestrian Channelizer units must meet the requirements of the following standards:

- a. 2010 ADA Standards for Accessible Design
- b. 2013 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG)
- c. 2009 Manual on Uniform Traffic Control Devices (MUTCD), with FHWA Revisions and NYS Supplements

Product must meet the crash test and evaluation criteria contained in the American Association of State Highway and Transportation Officials' (AASHTO) Manual for Assessing Safety Hardware (MASH) and have a FHWA acceptance letter.

Acceptable products include:

- a. ADA PEDESTRIAN BARRICADE – STRONG WALL by PLASTICADE
- b. ADA COMPLIANT PEDESTRIAN BARRICADE like Safety Rail & SafetyWall by PSS
- c. Urbanite 57000 Series by Urbanite
- d. Plastic Safety System Safety Wall by PAUL PETERSON SAFETY DIVISION
- e. Or approved equivalent

7.35.3. METHODS.

Pedestrian Channelizer units of the various sizes required must be furnished to the site, complete, ready to use. All units must be in good condition and acceptable to the Engineer. Pedestrian Channelizer installed must meet the requirements of the standards listed in **Section 7.35.2** above.

The Contractor must install pedestrian channelizer by placing them where shown on the Contract Drawings or where otherwise directed by the Engineer. Adjacent units must be interlocked. Weights (sand or water ballast in the unit, sandbags, concrete blocks, etc.) must be used per the manufacturer's recommendations, as necessary to ensure stability, or as directed by the Engineer. Weights must not interfere with pedestrian travel. The minimum number of interlocked barricade units in a given run must be two (2), unless otherwise approved by the Engineer. Where less than three (3) units are required and approved by the Engineer, additional measures must be taken by the Contractor to stabilize the shorter length of interlocking barricade and prevent overturning.

At corners, units four (4) feet or less in length must be used to form smooth curved runs of barricade.

Contractor must continuously maintain the temporary pedestrian steel barricades, where shown on the Contract Drawings or directed by the Engineer, until ordered by the Engineer to remove the barricades at the completion of a work stage. If a unit or units of barricades become damaged or otherwise unacceptable to the Engineer, the Contractor must replace said units within twenty-four (24) hours of notice by the Engineer, at no additional cost to the City.

7.35.4. MEASUREMENT.

The quantity to be measured for payment will be the number of linear feet of Pedestrian Channelizer constructed and placed, complete, based upon the summation of the lengths of the individual units so constructed and placed.

Payment will be made for only the initial installation at any location. Whenever Pedestrian Channelizer are moved to a new location, as required by the Contract Drawings or directed by the Engineer, payment will be made in the same manner as if it were an initial installation. Whenever the Contractor proposes to move Pedestrian Channelizer to a new location, it is subject to approval of the Engineer and must be in accordance with the latest approved progress schedule. Minor movement of the pedestrian channelizer within a work area will not be considered as a movement to a new location and will not entitle the Contractor to additional payment. Minor movement within a work area includes, but is not limited to

- Movement from one side of the roadway to the other side
- Movement to adjust the roadway or work zone width
- Movement required to access the work zone or to secure the work zone
- Linear movement of less than one block within an established work zone
- Rearrangement within a work area

No payment will be made: for non-interlocked units of barricade; for barricade units greater than four (4') feet in length used in corner quadrants; for movements of pedestrian channelizer made for the Contractor's convenience; for movement of barricades at a given location at the end of a work period and subsequent replacement at the same location at the beginning of the next work period; for movement of barricades at a given location during a work period and subsequent replacement at the same location during the same work period; or for the interchanging of barricades between initial installations.

7.35.5. PRICE TO COVER.

The contract price bid per linear foot for PEDESTRIAN CHANNELIZER will cover the cost of furnishing all labor, materials, plant, equipment, insurance, and necessary incidentals required to furnish, install, maintain, relocate, and remove PEDESTRIAN CHANNELIZER, complete with weights for stability, in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

Where there is no scheduled item for temporary PEDESTRIAN CHANNELIZER, the cost of furnishing, installation, maintenance, relocation, and subsequent removal of PEDESTRIAN CHANNELIZER as required will be deemed included in the unit price bid for the Maintenance and Protection of Traffic Item.

Payment will be made under:

Item No.	Item	Pay Unit
7.35	Pedestrian Channelizer	L.F.

SECTION 7.70 TPR – Temporary Pedestrian Ramp (Not a Pay Item)

7.70TPR.1. INTENT.

This section describes the work of providing Temporary Pedestrian Ramps (TPRs) near new pedestrian construction work areas and the ADA guidelines. TPRs should provide access to sidewalk routes when pedestrian ramps are not accessible due to construction activities going on or around pedestrian ramps.

The work will consist of furnishing, installation, maintaining, relocating, and removing temporary pedestrian ramps in order to access sidewalk areas as shown on the Contract Drawings or where otherwise directed by the Engineer.

TPR must consist of temporary pedestrian ramp units having a geometry similar to that shown on the contract drawings, as directed the Engineer and complying with the following requirements:

1. TPR running slope must not exceed 1:12 ramp slope, which equals 4.8 degrees slope or one foot of wheelchair ramp for each inch of rise. For instance, a 30 inch rise requires a 30 foot handicap wheelchair ramp.
2. Cross slope must not exceed 1:48.
3. Handrails must be provided on both sides if rise is more than 6 inches.
4. A minimum 5' x 5' flat, unobstructed area at the top and bottom of the ramp
5. A Minimum width of 36 inches of clear space across the wheelchair ramp.
6. Maximum run of 30 feet will be allowed ramp before a rest or turn platform.
7. Ramp handrail height will be between 34" and 38" in height on both sides of the wheelchair ramps.
8. The TPR must allow for normal street drainage.

Note: At areas with grass strips, ramp to be located at closest concrete walk or driveway by means of ground level decking on grass connecting to the concrete sidewalk or driveway etc.

7.70TPR.2. MATERIALS AND METHODS.

1. LUMBER TPR: Lumber should have a slip-resistant surface. Use pressure treated wood for most of the wood material. Lumber must be preservative-treated southern pine, grade #2 or better. Pressure treated lumber must resist rot and decay with level of treatment as per American Wood Council latest standards. Decking board for the TPR will be at a minimum 2" thick.

2. ALUMINUM TPR: Aluminum should be high traction (e.g., textured extruded aluminum surface), dock plate with a coefficient of friction not less than 0.5 and made from high strength, lightweight aluminum; it should be slip-resistant and have a self-adjusting ground transition plate. The Ramp, Step, and Platform system is designed to be a rigid, free-standing structure. All footplates should be fastened securely to a concrete surface or 12" minimum diameter footings in order to achieve full structural integrity. Footing depth will depend on local building code.

Fastening all platforms to the building or modular building with lag screws is highly recommended.

3. FIBERGLASS/PLASTIC TPR: Fiberglass/ Plastic ramps should be able to take minimum wheelchairs, foot traffic etc., not less than 550 lbs., should be ADA compliant and adapts to varying curb heights from minimum of 2.5" to 7". Should be anti-slip with high visibility surface and must be bolted for maximum stability and security. Coefficient of friction will not be less than 0.5.

All ramp handrails and ramp guardrails are designed to withstand a concentrated load of 200 pounds applied in any direction on the top of the rail.

All Ramp handrails are designed to be continuous along ramp runs and in between the inside corner of 90 degree and 180 degree turns in ramp direction. Handrails are not interrupted by posts or other obstructions.

Platforms and landings will be designed to carry a uniform live load of 100 pounds per square foot and a concentrated vertical load of 300 pounds in an area of one square foot.

Walking surfaces for serial number 1, 2 and 3 above must be designed to have a coefficient of friction no less than 0.50 in all directions of travel.

7.70TPR.3. METHODS.

All units must be in good condition and acceptable to the Engineer.

The Contractor must install the TPR by placing them where shown on the Contract Drawings, specifications and as directed by the Engineer. All the modular ramps will be assembled as per manufacturer's instructions.

If the modular ramps are pre-assembled and transported to their locations, Contractor must use utmost care in the delivery and installation of these units.

Units can also be fabricated/constructed at site with the approval of the Engineer.

Contractor must continuously maintain the TPR, where shown on the Contract Drawings or directed by the Engineer, until ordered by the Engineer to remove the completion of a work stage. Should a unit or units of barricades become damaged or otherwise unacceptable to the Engineer, the Contractor must replace said units within twenty-four (24) hours of notice by the Engineer, at no additional cost to the City.

7.70TPR.4. MEASUREMENT AND PAYMENT.

The price of Temporary Pedestrian Ramp (TPR) will be deemed included in the prices bid for all the scheduled contract items.

The Section below supersedes and replaces Sections 8.01, 8.01 C1, 8.01 C2, 8.01H, 8.01S, 8.01W1, and 8.01 W2 of NYC DOT Standard Specifications dated May 16, 2022

SECTION 8.01 Handling, Transporting, and Disposal of Potential and Identified Contaminated and Hazardous Materials

8.01.1. DESCRIPTION. This Section provides common references and requirements for **Sections 8.01 C1, 8.01 C2, 8.01H, 8.01S, 8.01W1, and 8.01 W2.**

8.01.2. MATERIALS. None.

8.01.3. METHODS.

(A) NYCDEP Limitations for Discharge to Sewer

NYCDEP 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 0.69	mg/l mg/l	Instantaneous 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	---

Notes for table above:

1. All handling and preservation of collected samples and laboratory analyses of samples must be performed in accordance with 40 C.F.R. pt. 136. If 40 C.F.R. pt. 136 does not cover the pollutant in question, the handling, preservation, and analysis must be performed in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater." All analyses must be performed using a detection level less than the lowest applicable regulatory discharge limit. If a parameter does not have a limit, then the detection level is defined as the least of the Practical Quantitation Limits identified in NYSDEC's Analytical Detectability and Quantitation Guidelines for Selected Environmental Parameters, December 1988.
2. Analysis for **non-polar materials** must be done by USEPA method 1664 Rev. A. Non-Polar Material will mean that portion of the oil and grease that is not eliminated from a solution containing N-Hexane, or any other extraction solvent the USEPA will prescribe, by silica gel absorption.
3. Analysis for PCBs is required if **both** conditions listed below are met:
 - a. if proposed discharge \geq 10,000 gpd;
 - b. if duration of a discharge $>$ 10 Days.

Analysis for PCBs must be done by USEPA method 608 with MDL= \leq 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.

(B) Applicable Regulations

Applicable regulations include, but are not limited to:

1. 49 CFR 100 to 179 - DOT Hazardous Materials Transport and Manifest System Requirements
2. 6 NYCRR 375-6 - NYSDEC Remedial Program Soil Cleanup Objectives
3. 6 NYCRR 360-1 NYSDEC Solid Waste Management Facilities
4. 6 NYCRR 364- Waste Transporter permits
5. Local restrictions on transportation of waste/debris
6. 40 CFR 260 to 272 - Hazardous Waste Management (RCRA)
7. 6 NYCRR 371 - Identification and Listing of Hazardous Wastes
8. 6 NYCRR 372 - Hazardous Waste Manifest System and Related Standards for Generators, Transporters and Facilities
9. 6 NYCRR 373-1 - Hazardous Waste Treatment, Storage and Disposal Facility Permitting Requirements
10. 6 NYCRR 376 - Land Disposal Restrictions
11. Posted weight limitations on roads or bridges
12. Transportation Skills Programs, Inc. 1985 - Hazardous Materials and Waste Shipping Papers and Manifests
13. Other local restrictions on transportation of waste/debris
14. Occupational Safety and Health Administration (OSHA), Standards and Regulations, 29 CFR 1910 (General Industry)
15. OSHA 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response
16. OSHA Safety and Health Standards 29 CFR 1926 (Construction Industry)
17. OSHA 29 CFR 1910.146 Confined Space Entry Standard
18. Standard Operating Safety Guidelines, USEPA Office of Emergency and Remedial Response Publication, 9285.1-03

19. NIOSH / OSHA / USCG / USEPA Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities (1986)
20. U.S. Department of Health and Human Services (DHHS) "NIOSH Sampling and Analytical Methods," DHHS (NIOSH) Publication 84-100
21. ANSI, Practice for Respiratory Protection, Z88.2 (1980)
22. ANSI, Emergency Eyewash and Shower Equipment, Z41.1 (1983)
23. ANSI, Protective Footwear, Z358.1 (1981)
24. ANSI, Physical Qualifications for Respirator Use, Z88.6 (1984)
25. ANSI, Practice for Occupational and Educational Eye and Face Protection, Z87.1 (1968)
26. Water Pollution Control Federation "Manual of Practice No. 1, Safety in Wastewater Works"
27. NFPA No. 327 "Standard Procedures for Cleaning and Safeguarding Small Tanks and Containers"
28. Occupational Safety and Health Act Confined Space Entry Standard 29 CFR 1910.146.87
29. Department of Transportation 49 CFR 100 through 179
30. Department of Transportation 49 CFR 387 (46 FR 30974, 47073)
31. Environmental Protection Agency 40 CFR 136 (41 FR 52779)
32. Environmental Protection Agency 40 CFR 262 and 761
33. Resource Conservation and Recovery Act (RCRA)
34. Any transporter of hazardous or non-hazardous materials must be licensed in the State of New York and all other states traversed in accordance with all applicable regulations.

(C) Definitions

Contaminated Groundwater and Decontamination Fluids: Groundwater within the excavation trench or decontamination water that contains regulated compounds above the NYCDEP Discharge to Sewer Effluent limits.

Disposal or Treatment Facility: A facility licensed to accept either non-hazardous regulated waste or hazardous waste for either treatment or disposal.

Exclusion Zone: Work area that will be limited to access by Contractor personnel specifically trained to enter the work area only. The exclusion zone will be set up to secure the area from the public and untrained personnel. The project health and safety program will apply to all construction personnel including persons entering the work area.

Hazard Assessment: An assessment of any physical hazards that may be encountered on a work site.

Hazardous Soils: Soils that exhibit any of the characteristics of a hazardous waste, namely ignitability, corrosivity, reactivity, and toxicity, as defined in 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261.

Hazardous Substance Evaluation: An evaluation of the possible or known presence of any hazardous substances that may be encountered on a job site. This evaluation is included in the Health and Safety Plan and will include the identification and description of any hazardous substances expected to be encountered. Material Safety Data Sheets (MSDS) will be included for each substance.

Health and Safety Plan: A plan employed at a work site that describes all the measures that will be taken to assure that all work is conducted in a safe manner, and that the health of the workers and the public will be insured.

Material Handling Plan: A plan outlining the methods that will be employed to handle, transport and dispose of contaminated materials.

Non-Hazardous Contaminated Soils: Soils which exhibit a distinct chemical or petroleum odor or exhibit elevated photoionization detector readings but are not classified as hazardous waste under 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261.

New York State Health Department's Environmental Laboratory Approval Program: A program by which the state of New York approves and accredits environmental testing laboratories.

PCBs: Polychlorinated biphenyls are a group of toxic compounds commonly used as a coolant in transformers and other electrical components.

Photoionization Detector: A handheld 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.

(D) Phase I and Phase II Investigation Reports

If Phase I and / or Phase II investigation reports have been prepared for the Project, they will be included in the HAZ-Pages in Volume 3 of the Contract.

If there are no Phase I and / or Phase II investigation reports in the HAZ-Pages in Volume 3 of the Contract, but 8.01 bid items are included in the Bid Schedule, the Contractor is to assume the excavated soil is contaminated and bid on the quantities listed. The Contractor must use the Contractor's engineering judgement for pricing those items.

8.01.4. MEASUREMENT AND PAYMENT. No separate payment will be made for complying with the requirements of this Section.

ITEM 8.01 C1 HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL

8.01 C1.1 WORK TO INCLUDE.

A. General

This work will 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 other chemicals (including but not limited to metals, pesticides, polychlorinated biphenyls [PCBs], volatile organic compounds [VOCs], semi-volatile organic compounds [SVOCs], etc.) but cannot be classified as hazardous waste. For the purpose of this specification, soil will be defined as any material excavated below the pavement (concrete and/or asphalt) and pavement base (concrete and/or asphalt). Soil will also be defined as any material excavated from wetlands and/or wetlands adjacent area, or any areas that are not covered with hard pavement (e.g., concrete, asphalt), such as grass or dirt areas.

Soil to be excavated can be classified as non-contaminated, non-hazardous contaminated, or hazardous soil. Non-contaminated soils are defined as soils not exhibiting any of the following characteristics:

- Exceedances of New York State Department of Environmental Conservation (NYSDEC) Part 375-6 Restricted Commercial Soil Cleanup Objectives (SCOs) for street work, with the exception of benzo(a)pyrene which will have a limit of 3 parts per million (ppm), Restricted Residential SCOs for work areas in parkland, Residential SCOs for work in housing project areas, and Protection of Ecological Resources SCOs for work in wetlands and/or wetlands adjacent area.
- Elevated Photo-Ionization Detector (PID) readings (readings of greater than 10 parts per million [ppm] on a calibrated PID), which is subsequently confirmed by laboratory analysis specified under 8.01 C2.1.B.3
- Visual evidence of contamination, such as the presence of staining, discoloration, which is subsequently confirmed by laboratory analysis and exhibits exceedances of applicable SCOs.
- Petroleum and/or chemical odors, which are subsequently confirmed by laboratory analysis and exhibits exceedances of applicable SCOs.
- Physical evidence of coal ash, municipal solid waste, dredged spoils, or greater than 50% of the material is construction and demolition debris.

Non-hazardous contaminated soils are defined as soils exhibiting one or more of the above characteristics. Non-hazardous contaminated soils must be handled, transported, and disposed of in accordance with the specifications for Item 8.01 C1 – Handling, Transporting and Disposal of Non-Hazardous Contaminated Soil.

Hazardous soils are defined as soils showing exceedances of Toxicity Characteristic Leaching Procedure (TCLP) Regulatory Levels for Hazardous Waste published in Resource Conservation and Recovery Act (RCRA), 6 New York Codes, Rules, and Regulations (NYCRR) Part 371, or 40 Code of Federal Regulations (CFR) Section 261. Hazardous soils must be handled, transported, and disposed of in accordance with the specifications of this section.

This entire specification 8.01 covers the handling, transportation, and disposal of non-hazardous contaminated soils and hazardous soils only. Non-contaminated soil can be reused at the Project site, provided it meets other Contract requirements. Non-hazardous contaminated soils and hazardous soils cannot be reused. Excess non-contaminated soil becomes the property and responsibility of the Contractor.

The Contractor must 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 must supply all equipment, material and labor required to conduct the specified work of this Item. The Contractor must document the excavation, handling, transportation and disposal of non-hazardous contaminated soils with analytical reports, manifests, photos, and clean fill documentation.

B. Request for Approval of Subcontractors

In accordance with Article 17 of the Contract, a subcontractor/subconsultant, such as the Environmental Consultant and the waste hauler, is not permitted to start work until approved by the Engineer. If the Contractor performs work using a subcontractor/subconsultant prior to approval, the Contractor will not be paid for the work performed by that subcontractor/subconsultant and the Contractor may be subject to penalties including, but not limited to, initiation of default proceedings.

The Contractor must submit a completed original Request for Approval of Subcontractors (RFAS) form and all required documents, such as legal identity, project reference list, Corporate Health and Safety Plan (HASP), waste transporter permits, Occupational Safety and Health Administration (OSHA) 10 certification, Hazardous Waste and Emergency Response (HAZWOPER) certification, etc., to the Engineer at least 30 days prior to the scheduled subcontract work start date. The Engineer must then submit the original RFAS to DDC Safety and Site Support, Office of Environmental and Hazmat Services (OEHS) for review and approval. If the RFAS is denied by OEHS, OEHS will issue the final denial and return the original RFAS to the Engineer. If the RFAS is approved by OEHS, OEHS will forward the original RFAS package and an approval memo to the DDC Agency Chief Contracting Officer (ACCO) for further review and approval. The ACCO's Vendor Integrity Unit and Office of Contract Opportunity (OCO) will review the subcontractor/subconsultant's overall business integrity and compliance with the vendor integrity requirements in the PASSPort system, Executive Order 50, Local Law 1, and Minority- and Women-Owned Business Enterprise/ Disadvantaged Business Enterprise (MWBE/DBE) participation as per the Contract. ACCO will issue the final Approval or Denial. The original RFAS will be returned to the Engineer, who will subsequently notify and return the original RFAS to the Contractor.

C. Environmental Consultant

The Contractor must retain an independent Environmental Consultant to obtain all permits, prepare the plans required in the specification 8.01 and as per DDC issued templates, and perform all field screening, sampling, air monitoring, and other health and safety services. The Contractor is not permitted to self-perform this work. The Environmental Consultant must be approved under the RFAS process and must demonstrate the minimum requirements as set forth below:

1. The Environmental Consultant project supervisor on site and other designated key personnel must have a minimum of three (3) years of experience in the environmental field dealing with issues associated with contaminated/hazardous soils. Such experience must include oversight of environmental investigations, specifically including VOC and dust monitoring services as a routine part of daily operations.
2. The Environmental Consultant must be experienced in work of similar nature, size, and complexity and must have previous experience in working with DDC.
3. The Environmental Consultant must furnish a list of at least five (5) projects completed within the last 3 years, identifying the location, nature of services provided, owner, owner's contact, contact's working telephone number, project duration and value of the projects..

D. Sampling and Analysis

Prior to the performance of soil sampling, the Contractor will submit a Field Sampling Plan (FSP). Soil sampling must not be conducted until OEHS has approved the FSP. The Contractor must conduct sampling and analysis of the impacted soils as specified under Item 8.01 C2 – Sampling and Testing of Non-Hazardous Contaminated/Potentially Hazardous Soil for Disposal Purposes.

The laboratory results must be forwarded to OEHS for review to determine if the soils would be handled and disposed of as non-hazardous contaminated soils or hazardous soils.

E. Material Handling Plan

At least 45 days prior to the commencement of work, the Contractor must submit to the OEHS for review a Material Handling Plan (MHP). The MHP must be approved by the OEHS prior to the Contractor beginning any soil excavation work. The MHP must, 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. For the proposed laboratory for analysis of representative soil samples, provide the following: (a) name, (b) address, (c) telephone number, and (d) New York State Department of Health's (NYSDOH) Environmental Laboratories Accreditation Program (ELAP) status.
4. Identification of the Contractor's proposed waste transporter(s) (hauler). This information must include:
 - a) Name and Waste Transporter Permit Number;
 - b) Address;
 - c) Name of responsible contact for the waste transporter;
 - d) Telephone number for the contact;
 - e) All necessary permit authorizations for each type of waste transported; and,
 - f) Previous experience in performing the type of work specified herein.
5. The name and location of the facility where an off-site scale is located. The Contractor must outline the procedures for controlling trucks leaving the work site and enroute to the off-site scale.
6. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures may include, but are not limited to, agreements from the intended disposal facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility.
7. A backup facility must be provided, should the staging/stockpile areas become unavailable, insufficient in area, or presented by some other unforeseen difficulty.
8. Identification of the Contractor's two proposed Treatment Storage or Disposal (TSD) facilities for contaminated soils (primary and back-up) for final disposal of the soils. Both primary and backup TSD facilities must be currently state-licensed disposal facilities approved to receive contaminated soil. The information required for each facility must include:
 - a. General Information
 - i. Facility name and the State identification number;
 - ii. Facility location;
 - iii. Name of responsible contact for the facility;
 - iv. Telephone number for contact;
 - v. Signed letter of agreement to accept waste as specified in this Specification. The letter must indicate agreement to handle and accept the specified

estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed necessary; and,

- vi. Unit of measure utilized at disposal facility for costing purposes.
- b. A listing of all permits, licenses, letters of approval, and other authorizations to operate, which are currently held and valid for the proposed facility.
- c. A listing of all permits, licenses, letters of approval, and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued.
- d. The Contractor must specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste. The Contractor must identify the capacity available in the units and the capacity reserved for the subject waste.
- e. The Contractor must provide the date of the proposed facility's last compliance inspection.
- f. A list of all active (unresolved) compliance orders (or agreements), enforcement notices, or notices of violations issued to the proposed facility must be provided. The source and nature of the cause of violation must be stated, if known.

9. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

8.01 C1.2 MATERIALS.

- A. The Contractor must provide containers as specified in the United States Department of Transportation (USDOT) regulations.
- B. The Contractor must provide polyethylene sheeting, which is to be placed under (20mil. thickness minimum) and over (10 mil. thickness minimum) soil piles.
- C. The Contractor must assure that the waste transporter's appropriate choice of vehicles and operating practices are fitted to prevent spillage or leakage of non-hazardous contaminated material during transportation.
- D. The Contractor must provide, install, and maintain any temporary stockpiling or loading facilities on site as required until completion of material handling activities. The location and design of any such facilities must be included in the MHP.

8.01 C1.3 CONSTRUCTION DETAILS.

A. Material Handling

- 1. Immediately after excavation of non-hazardous contaminated soil, the Contractor must:
 - a. Load material directly onto trucks/tankers/roll offs for disposal off site; or,
 - b. If interim stockpiling is required, place non-hazardous contaminated soil on a minimum of 20 mil. polyethylene sheeting and cover it securely by minimum of 10 mil. polyethylene sheeting to protect against cross contamination, airborne dust, leaching or runoff of contaminants into the subsurface, groundwater, or stormwater. Weight or secure the sheeting by appropriate means and seal seams as approved by the DDC to prevent tearing or removal by wind or weather. Grade surrounding surface to provide for positive drainage away from pile. Each stockpile must not exceed 500 cubic yards. Non-hazardous contaminated soils must be stockpiled separately from non-contaminated and hazardous soil at an off-site location approved by DDC or secured on-site by the Contractor, meeting all required Federal, State and Local stipulations. Stockpiles must be at least 800 feet away from any sensitive receptors, such as schools, daycare center, hospitals, nursing homes, etc., and at least 100 feet away from any water body.

2. Institute appropriate procedures and security measures to ensure the protection of site personnel and the public from non-hazardous contaminated materials as described in the approved MHP, Environmental Health & Safety Plan (EHASP), 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 Environmental Consultant promptly notified to collect soil samples for analysis. Construct stockpiles to the same requirements as stated in subsection (A)(1)(b) above.
4. Provide any dewatering that is necessary to complete the work. Contaminated water must be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
5. Provide and operate field organic vapor test equipment, a PID or a flame ionization detector (FID), to detect general organic vapor levels at intervals of approximately 50 cubic yards of soil excavated, when visual or odor observations indicate the material may substantially differ from the soil previously excavated, and/or as directed by the Environmental Consultant.

B. Off-Site Transportation to Disposal Facility

1. General
 - a. The Contractor must furnish all labor, equipment, supplies and incidental costs required to transport non-hazardous contaminated material from the work area to the off-site disposal facility, and any other items and services required for transporting non-hazardous contaminated material for disposal at an off-site facility.
 - b. The Contractor will be responsible for tracking all materials and vehicles from the site to the off-site scale at the final TSD facility.
 - c. The Contractor must submit to the Engineer the certified tare and gross weight slips for each load received at the accepted facility which must be attached to each returned manifest. These documents must be maintained and kept with project field records.
 - d. Non-hazardous contaminated soils must be delivered to the disposal or treatment facility within 30 calendar days after excavation.
 - e. The Contractor must coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule.
 - f. The Contractor must inspect all vehicles leaving the project site to ensure that non-hazardous contaminated soils adhering to the wheels or undercarriage are removed prior to the vehicle leaving the site.
 - g. The Contractor must obtain letters of commitment from the waste haulers and the TSD facility to haul and accept shipments when directed by the Engineer in consultation with OEHS.
 - h. The Contractor must provide waste profile forms to OEHS for review and approval before transporting non-hazardous contaminated soil to the approved TSD facility.
2. Hauling
 - a. The Contractor must coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities must be measured and recorded upon arrival at the disposal facility. If any deviation between the two (2) records occurs, the matter is to be reported immediately to the Engineer and to be resolved by the Contractor to the satisfaction of the Engineer.
 - b. The Contractor will be held responsible, at its own cost, for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site.

- c. The Contractor must ensure that trucks are protected against contamination by properly covering and lining them with polyethylene sheeting or by decontaminating them prior to and between acceptance of loads. Trucks with loaded non-hazardous contaminated soil must be covered securely with tarps before leaving the project site to prevent generation of airborne dust during hauling.
 - d. The Contractor will be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.
 - e. The Contractor must only use the transporter(s) identified in the approved MHP for the performance of work. A revised MHP or an addendum to the original approved MHP must be submitted to OEHS for review and approval at no additional cost to the City for any use of substitute or additional transporters.
 - f. The Contractor must develop, document, and implement a policy for accident prevention.
 - g. The Contractor must not combine non-hazardous contaminated materials from other projects with material from this project.
 - h. No material will be transported until approval by the Engineer is obtained.
3. Off-Site Disposal
- a. The Contractor must use only the disposal facility(ies) identified in the approved MHP for the performance of the work. A revised MHP or an addendum to the original approved MHP must be submitted to OEHS for review and approval at no additional cost to the City for any use of substitutions or additions of disposal facilities.
 - b. The Contractor must be responsible for acceptance of the materials at an approved facility, for ensuring that the facility is properly permitted to accept the stated materials, and for ensuring that the facility provides the stated treatment and/or disposal services.
 - c. The City reserves the right to contact and visit the TSD facility, and regulatory agencies to verify the agreement to accept the stated materials and to verify any other information provided.
 - d. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The alternate facility(ies) must be approved in writing by the Engineer in the same manner and with the same requirements as for the original facility(ies). This must be done at no extra cost or delay to the City.
 - e. The Contractor must obtain manifest forms and complete the shipment manifest records required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight. Copies of each manifest must be submitted to the Engineer within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. The signed manifests must be maintained and kept with the project field records. Any manifest discrepancies must be reported immediately to the Engineer and be resolved by the Contractor to the satisfaction of the Engineer.
4. Equipment and Vehicle Decontamination
- a. The Contractor must design and construct a portable decontamination station to be used to decontaminate equipment and vehicles that have been used to handle contaminated soil. The cost for this work will be paid under Item 8.01 S - Health and Safety.
 - b. Water generated during the decontamination process must be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

8.01 C1.4 METHOD OF MEASUREMENT.

- A. Quantities for contaminated soils will be measured in tons. The tonnage will be determined by off-site truck scales, as per Subsection 8.01 C1(3)(B)(1), that are capable of generating load tickets.
- B. Final disposal of hazardous soil will be paid for under Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soil.
- C. Disposal of contaminated water will be paid for under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water. Backfill will be paid for under its respective item as specified in the Contract Documents.
- D. The Environmental Consultant will be paid under Item 8.01 S – Health and Safety.

8.01 C1.5 PRICE TO COVER.

The unit bid price per ton for Item 8.01 C1 must include the cost of furnishing all labor, materials, equipment plan, and insurance for excavation, handling, transportation, disposal, documentation, fees, permits, loading, stockpiling, hauling, and any other incidentals necessary to complete all the work as specified herein for handling, transporting, and disposal of non-hazardous contaminated soil.

Payment will be made under:

ITEM NUMBER	DESCRIPTION	PAY UNIT
8.01 C1	Handling, Transporting and Disposal of Non-Hazardous Contaminated Soil	Tons

**ITEM 8.01 C2 SAMPLING AND TESTING OF Non-hazardous
CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR
DISPOSAL PURPOSES**

8.01 C2.1 WORK TO INCLUDE.

A. Description

The work will consist of collecting and analyzing representative samples of soil to be excavated in-situ and/or ex-situ from stockpiles for parameters typically requested by the disposal facilities to determine if the soil to be excavated is suitable for reuse, or to be hauled off-site for disposal purposes as contaminated and/or hazardous soil.

B. Sampling and Laboratory Analysis

1. At least forty-five (45) days prior to the commencement of work, the Contractor's Environmental Consultant must submit an FSP and an Investigation Health and Safety Plan (Investigation HASP) to OEHS for review and approval, prior to conducting the field sampling. The FSP must include, at a minimum, the following information:

- a. Project information;
- b. Description of sample collection methodology for soil which appears to contain contaminants based on PID readings and field observation;
- c. Type of analyses;
- d. Sample preservation and handling;
- e. Training and experience of the personnel who will collect the samples;
- f. Equipment decontamination;
- g. Analytical laboratory's name, address, New York State Department of Health's ELAP certification number, and telephone number;
- h. Map of the project area;
- i. Sample location plan; and,
- j. Chain of Custody.

The Investigation HASP must identify actual and potential hazards associated with planned sampling field activities and stipulate appropriate health and safety procedures, so as to minimize field personnel exposures to physical, biological, and chemical hazards that may be present in the sampling media. The Investigation HASP must include, at a minimum, the following information:

- a. Project information;
- b. Description of work to be performed;
- c. Names of responsible health and safety personnel;
- d. Worker training;
- e. Job hazard analysis;
- f. Confined Space Entry Plan (if applicable);
- g. Personal monitoring (if applicable);
- h. Community Air Monitoring Plan (CAMP, if applicable);
- i. Personnel Protection Equipment (PPE);

- j. Decontamination;
 - k. Safety rules;
 - l. Spill prevention and control, dust control, vapor/odor suppression procedures;
 - m. Identification of nearest hospital and route; and,
 - n. Emergency Incident Reporting.
2. The Contractor's Environmental Consultant must collect one (1) grab sample and one (1) composite sample per 500 cubic yards of soil to be excavated in-situ and/or ex-situ from stockpiles. Sample locations must be placed A) throughout or along areas within the project limits, and B) within any portion of the project area that exhibits any of the characteristics described in Section 8.01 C1.1 A (evidence of potential contamination via elevated PID readings, olfactory or visual evidence). For in-situ sampling, each grab soil sample must be collected from either the 6-inch interval above the water table (when encountered), or the 6-inch interval above the bottom of the proposed excavation depth (where recovery allowed), or from the 6-inch interval showing the highest potential for contamination based on field observation. For composite soil sampling, grid sampling must be performed for projects with excavation depth deeper than six (6) feet below grade. Each composite sample must consist of five (5) grab samples and discrete aliquots collected from various intervals along the depth of excavation at each sampling boring location. For stockpiled soils, each composite sample must consist of five (5) grab samples collected from various depths within each soil stockpile, at least two feet below the soil surface. For drummed soil, one (1) composite sample per 10 drums must be collected. Each composite soil sample must consist of one (1) grab sample from each of the 10 drums.
 3. Laboratory sampling should include analyses for VOCs, Polycyclic Aromatic Hydrocarbons (PAHs), PCBs, Toxicity Characteristic Leaching Procedure (TCLP) Metals (Resource Conservation and Recovery Act [RCRA] 8), the three RCRA Characteristics, ignitability, reactivity, and corrosivity, and Paint Filter Test. Additionally, should the disposal facility(ies) require specific analyses to accept material, the additional analyses should be included at no additional cost to the City.
 4. Should the Contractor seek to remove non-contaminated excess soils from the site, the Contractor will be required to coordinate the Beneficial Use Determination (BUD) with NYSDEC prior to moving the soils in accordance with the 6 New York Code, Rules, and Regulations (NYCRR) Parts 360.12 and 360.13. The Contractor must keep the Engineer informed of the approval status and removal schedule of any and all soils being removed from the site which are not going to an approved disposal facility.
 5. The quality of the data from the sampling program is the Contractor's responsibility. The Contractor must furnish all qualified personnel, materials, equipment and instruments necessary to carry out the sampling. Unless directed otherwise, all sampling procedures must follow the NYSDEC sampling guidelines and protocols. All sampling must be conducted by a qualified person trained in sampling protocols using standard accepted practices for obtaining representative samples.

6. Each grab and composite sample must be analyzed for all parameters required by disposal facilities accepting contaminated and hazardous soil, in addition to any specific criteria a sample is being analyzed for.
7. All sample containers must be marked and identified with legible sample labels, which must indicate the project name, sample location and/or container, the sample number, the date and time of sampling, preservatives utilized and other information that may be useful in determining the character of the sample. Chain-of-custody must be tracked from laboratory issuance of sample containers through laboratory receipt of the samples.
8. The Contractor must maintain a bound sample logbook. The Contractor must provide the Engineer access to it at all times and must turn it over to the Engineer in good condition at the completion of the work. The following information, at a minimum, must be recorded to the log:
 - a. Sample identification number;
 - b. Sample location;
 - c. Field observation;
 - d. Sample type;
 - e. Analyses;
 - f. Date/time of collection;
 - g. Collector's name;
 - h. Sample procedures and equipment utilized; and,
 - i. Date sent to laboratory and name of laboratory.
9. The City reserves the right to direct the Contractor to conduct alternative sampling in lieu of the parameters described in subsection 8.01 C2(1)(B)(4) if the situation warrants. The substitute sampling parameters will be of equal or lesser monetary value than those described in subsection 8.01 C2(1)(B)(4), as determined by industry laboratory pricing standards.
10. 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.
11. The Contractor's Environmental Consultant must prepare a Field Sampling Result Report (FSSR), tabulate the analytical results, and compare the data to the applicable NYSDEC Part 375.6 SCOs and TCLP for Hazardous Waste published in RCRA and 6 NYCRR Part 371, or 40 CFR Section 261. If the soil is to be disposed of in a disposal facility outside of the State of New York, the soil sampling data must also be compared to the applicable regulatory criteria established by the state in which the disposal facility is located. The FSSR, with the tabulated tables and laboratory analytical data, must be submitted to OEHS for review and approval prior to any soil reuse or disposal activities.
12. Soils exceeding any of the hazardous characteristic criteria meet the legal definition of hazardous soils (rather than non-hazardous contaminated soils) and must be transported or disposed of under Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soil. 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.
13. The Contractor must contact the disposal facility where the waste will be sent for permanent disposal and arrange to collect any additional samples required by the facility. The cost associated with additional sampling and testing must be included in the bid price of this Item.

8.01 C2.2 METHOD OF MEASUREMENT.

Quantities for samples must be measured as the number of sets of samples that are tested. A set will be defined as one (1) grab and one (1) composite samples per 500 cubic yards to be analyzed for the full range of parameters as specified in subsection 8.01 C2(1)(B)(3).

8.01 C2.3 PRICE TO COVER.

The unit price bid per set for Item 8.01 C2 will include the cost of furnishing all labor, materials, equipment, plan, and insurance necessary for sampling, handling, transporting, testing, documentation, fees, permits, and any other incidentals necessary to complete the work as specified herein for in-situ and ex-situ soil sampling and analysis for waste disposal parameters.

Payment will be made under:

Item No.	Description	Pay Unit
8.01 C2	SAMPLING AND TESTING OF CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PURPOSES	SETS

ITEM 8.01 H HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL

8.01 H.1 WORK TO INCLUDE.

A. General

This work will consist of the handling, transportation, and disposal of hazardous soils, which are defined as soils showing exceedances of TCLP for Hazardous Waste published in RCRA, 6 NYCRR Part 371, or 40 CFR Section 261. Hazardous soil can also be contaminated soils, as defined in Item 8.01 C1, but must be handled, transported, and disposed of as hazardous soil under Item 8.01 H, in accordance with the specifications herein. For the purpose of this specification, soil will be defined as any materials excavated below the pavement and base for pavement. Soil will also be defined as any material excavated from wetlands and/or wetlands adjacent areas, or any areas that are not covered with hard pavement (e.g., concrete, asphalt), such as grass or dirt areas.

The Contractor must ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of hazardous materials are in compliance with the applicable Federal, State, and Local statutes and regulations, including Local Law 72 which becomes effective upon discovery of a TCLP lead exceedance. A sampling report, along with the executive summary, must be transmitted to OEHS within 48 hours of discovery to post on DDC website, as required by Local Law 72.

The Contractor must supply all equipment, material and labor required to conduct the specified work under this section. The Contractor must document the excavation, handling, sampling, and testing, transportation, and disposal of hazardous soils. The City must be listed in the disposal documents as the waste generator.

The Contractor must decontaminate all equipment prior to its removal from the exclusion zone and/or following contact with hazardous materials, as detailed in Item 8.01 S - Health and Safety. Water generated during the decontamination process must be disposed of under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

The Contractor must retain an Environmental Consultant, meeting the requirements specified in Section 8.01 C1, and the Contractor is not permitted to self-perform this work. The Environmental Consultant must conduct sampling for laboratory analysis of soil to be excavated to determine whether the soil is contaminated and/or hazardous.

Hazardous soils are defined as soils showing exceedances of Toxicity Characteristic Leaching Procedure (TCLP) Regulatory Levels for Hazardous Waste published in Resource Conservation and Recovery Act (RCRA), 6 New York Codes, Rules, and Regulations (NYCRR) Part 371, or 40 Code of Federal Regulations (CFR) Section 261. Hazardous soils must be handled, transported, and disposed of in accordance with the specifications of this section.

All work under Item 8.01 H must be performed under the direct supervision of the Contractor's Environmental Consultant, as approved by the OEHS.

B. Material Handling Plan:

At least 45 days prior to the commencement of work, the Contractor must submit to the OEHS for review an MHP. The MHP must be approved by the OEHS prior to the Contractor beginning any soil excavation work. The MHP must, at a minimum, consist of:

1. The Contractor's procedures for identifying hazardous soils during excavation, including the specific model and manufacturer of intended organic vapor monitoring equipment and calibration procedures to be used. It should also include the training and experience of the personnel who will operate the equipment.
2. The Contractor's procedures for safely handling hazardous soils or soils which have not yet been tested but are believed to be potentially hazardous. The procedures must include personnel safety and health, as well as environmental protection considerations.
3. Name, address, NYSDOH ELAP status and telephone number of the proposed laboratory for analysis of representative soil samples.

4. Identification of the Contractor's proposed waste transporter(s). This information must include:
 1. Name and Waste Transporter Permit Number;
 2. Address;
 3. Name of responsible contact for the waste transporter;
 4. Telephone number for the contact;
 5. All necessary permit authorizations for each type of waste transported; and,
 6. Previous experience in performing the type of work specified herein.
5. The name and location of the facility where an off-site scale is located. The Contractor must outline the procedures on controlling trucks leaving the work site and enroute to the off-site scale.
6. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures may include, but are not limited to, agreements from the intended disposal facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility.
7. A backup facility must be provided, should the staging/stockpile areas become unavailable, insufficient in area or not be present by some other unforeseen difficulty.
8. Identification of the Contractor's two proposed Treatment Storage or Disposal (TSD) facilities for hazardous soils (primary and back-up) for final disposal of the hazardous soils. Both primary and backup TSD facilities must be currently USEPA or State-approved RCRA TSD facilities for hazardous soils. The information required for each facility must include:
 - a. General Information
 - i. Facility name and the USEPA identification number;
 - ii. Facility location;
 - iii. Name of responsible contact for the facility;
 - iv. Telephone number for contact;
 - v. Signed letter of agreement to accept waste as specified in this Specification. The letter must indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed necessary; and,
 - vi. Unit of measure utilized at disposal facility for costing purposes.
 - b. A listing of all permits, licenses, letters of approval, and other authorizations to operate, which are currently held and valid for the proposed facility.
 - c. A listing of all permits, licenses, letters of approval, and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued.
 - d. The Contractor must specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste. The Contractor must identify the capacity available in the units and the capacity reserved for the subject waste.
 - e. The Contractor must provide the date of the proposed facility's last compliance inspection under RCRA.

- f. A list of all active (unresolved) compliance orders (or agreements), enforcement notices, or notices of violations issued to the proposed facility must be provided. The source and nature of the cause of violation must be stated, if known.
- 9. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

8.01 H.2 MATERIALS.

- A. The Contractor must provide containers as specified in the USDOT regulations.
- B. The Contractor must provide polyethylene sheeting, which is to be placed under (20 mil. thickness minimum) and over (10 mil. thickness minimum) soil piles.
- C. The Contractor must assure that the waste transporter's appropriate choice of vehicles and operating practices are fitted to prevent spillage or leakage of contaminated material during transportation.
- D. The Contractor must provide, install, and maintain any temporary stockpiling or loading facilities on site as required until completion of material handling activities. The location and design of any such facilities must be included in the MHP.

8.01 H.3 CONSTRUCTION DETAILS.

A. Material Handling

- 1. Immediately after excavation of hazardous soil, the Contractor must:
 - a. Load material directly onto drums/trucks/tankers/roll offs for disposal off site. Containers must be labeled as hazardous soil while being held for disposal; or
 - b. If interim stockpiling is required, place hazardous soil on a minimum of 20 mil. polyethylene sheeting and cover it securely with polyethylene sheeting a minimum of 10 mil. to protect against cross contamination, airborne dust, leaching or runoff of contaminants into the subsurface, groundwater, or stormwater. Weight or secure the sheeting by appropriate means and seal seams as approved by the Engineer to prevent tearing or removal by wind or weather. Grade surrounding surface to provide for positive drainage away from pile. Each stockpile must not exceed 500 cubic yards. Hazardous soils must be stockpiled separately from uncontaminated and contaminated soil at an off-site location approved by the Engineer or secured on-site by the Contractor, meeting all required Federal, State and Local stipulations. Stockpiles must be labelled as hazardous soil and situated at least 800 feet away from any sensitive receptors, such as schools, daycare center, hospitals, nursing homes, etc., and at least 100 feet away from any water body.
- 2. Institute appropriate procedures and security measures to ensure the protection of site personnel and the protection of the public from hazardous soils as described in the approved MHP, EHASP, and Item 8.01 S – Environmental 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 Environmental Consultant promptly notified to collect soil samples for analysis. Construct stockpiles to the same requirements as stated in subsection (A)(1)(b) above.
- 4. Provide any dewatering that is necessary to complete the work. Contaminated water must be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
- 5. Provide and operate field organic vapor test equipment, a PID or an FID, to detect general organic vapor levels at intervals of approximately 50 cubic yards of soil excavated, when visual or odor observations indicate the material may substantially differ from the soil previously excavated and/or as directed by the Environmental Consultant.

C. Off-Site Transportation to Disposal Facility

1. General

- a. The Contractor must furnish all labor, equipment, supplies and incidental costs required to transport hazardous material from the work area to the off-site disposal facility, and any other items and services required for transporting hazardous material for disposal at an off-site facility.
- b. The Contractor is responsible for obtaining the USEPA hazardous waste generator identification number for the City. The application must be submitted to OEHS for review and approval prior to submission to USEPA. The Contractor must prepare the annual hazardous waste report for the project and submit to the NYSDEC and USEPA.
- c. The Contractor will be responsible for tracking all material/vehicles from the site to the off-site scale and to the approved disposal facility.
- d. The Contractor must provide to the Engineer certified tare and gross weight slips for each load received at the accepted facility which must be attached to each returned manifest. These documents must be maintained and kept with project field records.
- e. Hazardous soils must be delivered to the disposal or treatment facility within 30 calendar days after excavation.
- f. The Contractor must coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule.
- g. The Contractor must inspect all vehicles leaving the project site to ensure that hazardous soils adhering to the wheels or undercarriage are removed prior to the vehicle leaving the site.
- h. The Contractor must obtain letters of commitment from the waste haulers and the TSD facility to haul and accept shipments.
- i. The Contractor must provide waste profile forms to OEHS for review and approval before transporting hazardous soil to the approved TSD facility.

2. Hauling

- a. The Contractor must coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities must be measured and recorded upon arrival at the disposal facility. If any deviation between the two records occurs, the matter is to be reported immediately to the Engineer and be resolved by the Contractor to the satisfaction of the Engineer.
- b. The Contractor will be responsible, at its own cost, for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site.
- c. The Contractor must ensure that trucks are protected against contamination by properly covering and lining them with polyethylene sheeting or by decontaminating them prior to and between acceptance of loads. Trucks with loaded hazardous soil must be covered securely with tarp before leaving the project site to prevent generation of airborne dust during hauling.
- d. The Contractor will be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.
- e. The Contractor must only use the transporter(s) identified in the approved MHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from NYSDEC may transport hazardous soil. A revised MHP or an addendum to the original approved MHP must be submitted to OEHS for review and approval at no additional cost to the City for any use of substitute or additional transporters.

- f. The Contractor must develop, document, and implement a policy for accident prevention.
 - g. The Contractor must not combine hazardous materials from other projects with material from this project.
 - h. No material will be transported until approval by the Engineer is obtained.
3. Off-Site Disposal
- a. The Contractor must use only the disposal facility(ies) identified in the approved MPH for the performance of the work. A revised MHP or an addendum to the original approved MHP must be submitted to OEHS for review and approval at no additional cost to the City for any use of substitutions or additions of disposal facility.
 - b. The Contractor will be responsible for acceptance of the materials at an approved facility, for ensuring that the facility is properly permitted to accept the stated materials, and for ensuring that the facility provides the stated treatment and/or disposal services.
 - c. The City reserves the right to contact and visit the TSD facility and regulatory agencies to verify the agreement to accept the stated materials and to verify any other information provided.
 - d. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The alternate facility(ies) must be approved in writing by the Engineer in the same manner and with the same requirements as for the original facility(ies). This must be done at no extra cost or delay to the City.
 - e. The Contractor must obtain manifest forms, and complete the shipment manifest records required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight. Copies of each manifest must be submitted to the Engineer within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. The signed manifests must be maintained and kept with the project field records. Any manifest discrepancies must be reported immediately to the Engineer and be resolved by the Contractor to the satisfaction of the Engineer.
 - f. The Contractor must submit all results and weights to the Engineer.
 - g. The Contractor is responsible to pay all fees associated with the generation and disposal of all excavated hazardous waste. These fees include, but are not limited to, the New York State Department of Finance and Taxation (DFT) quarterly fees for hazardous waste and the NYSDEC annual hazardous waste regulatory fee program. The Contractor must submit a copy of proof of payment to the Engineer and OEHS.
4. Equipment and Vehicle Decontamination
- a. The Contractor must design and construct a portable decontamination station to be used to decontaminate equipment and vehicles that have been used to handle hazardous soil. The cost for this work will be paid under Item 8.01 S - Health and Safety.
 - b. Water generated during the decontamination process must be disposed of in accordance with Item 8.01 W1 – Removal, Treatment, and Discharge/Disposal of Contaminated Water.

8.01 H.4 METHOD OF MEASUREMENT.

- A. Quantities for hazardous soils will be measured in tons. The tonnage will be determined by off-site truck scales, as per Subsection 8.01 H3(C)(1)(C), that are capable of generating load tickets.
- B. Final disposal of non-contaminated soil will be paid for under Item 8.01 C1 – Handling, Transporting and Disposal of Non-Hazardous Contaminated Soil.
- C. Disposal of decontamination water will be paid for under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
- D. Backfill will be paid for under its respective item as specified in the contract document.
- E. The Environmental Consultant will be paid under Item 8.01 S – Health and Safety.

8.01 H.5 PRICE TO COVER.

The unit bid price bid per ton for Item 8.01 H will include the cost of furnishing all labor, materials, equipment, plan, and insurance for excavation, handling, transportation, disposal, documentation, fees, permits, loading, stockpiling, hauling, and any other incidentals necessary to complete all the work as specified herein for handling, transporting, and disposal of hazardous soil.

Payment will be made under:

Item No.	Description	Pay Unit
8.01 H	HANDLING, TRANSPORTING, AND DISPOSAL OF HAZARDOUS SOIL	TONS

ITEM 8.01 S Health And Safety

8.01 S.1 WORK TO INCLUDE.

Health and Safety Requirements

A. Scope of Work

It is the Contractor's responsibility to stage and conduct the Contractor's work in a safe manner. The Contractor must implement an EHASP for non-hazardous contaminated or hazardous soil intrusive activities as set forth in OSHA Standards 1910.120 and 1926.650-652. The Contractor must ensure that all workers have at a minimum hazard awareness training. The Contractor must segregate contaminated work area in secured exclusion zones. These zones must limit access to Contractor personnel specifically trained to enter the work area. The exclusion zone must be set up to secure the area from the public and untrained personnel. The project health and safety program will apply to all construction personnel including persons entering the work area. In addition, the Contractor must protect the public from on-site hazards, including subsurface contaminants associated with on-site activities. The EHASP must be signed off by a Certified Industrial Hygienist and reviewed and approved by OEHS.

Work must include, but not be limited to:

1. Implementation of a baseline medical program.
2. Providing safety equipment and protective clothing for site personnel, including maintenance of equipment on a daily basis; replacement of disposable equipment as required; decontamination of clothing, equipment and personnel; and providing all other health and safety measures.
3. Providing, installing, operating and maintaining on-site emergency medical first aid equipment as specified in this section for which payment is not provided under other pay items in this Contract.
4. Providing, installing, operating, maintaining and decommissioning all equipment and personnel decontamination facilities specified within this section, including, but not limited to, the decontamination pad, decontamination water supply, decontamination water collection equipment and all other items and services required for the implementation of the health and safety requirements for which pay items are not provided elsewhere in this Contract.
5. Provide the minimum health and safety requirements for excavation activities within the limits of this Contract.
6. Implement and enforce an EHASP: The EHASP 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 EHASP will also address measures for community protection, accident prevention, personnel protection, emergency response/contingency planning, air monitoring, odor control and hazardous chemicals expected on site. Providing a Confined Space Entry Program as defined in the Occupational Safety and Health Act, Confined Space Entry Standard, 29 CFR 1910.146.

B. Environmental Consulting Services

The Contractor must retain an Environmental Consultant to obtain all permits and perform all field screening, air monitoring, community air monitoring, soil and water sampling, and health and safety services.

1. If conditions within the exclusion zone are deemed hazardous, then the Contractor and its Environmental Consultant must ensure that all personnel working within identified exclusion zones and/or involved (direct contact) with the handling, storage or transport of hazardous and contaminated materials must have completed a minimum of forty (40) hours of Health and Safety Training on Hazardous Waste Sites in accordance with 29 CFR 1910.120(e). The training program must be conducted by a qualified safety instructor. If conditions in the exclusion zone are deemed to be non-hazardous, the Environmental Consultant must provide site specific training.
2. The Contractor must ensure that on-site management and supervisors directly responsible for or who supervise employees engaged in hazardous waste operations must receive the training specified in above and at least eight (8) additional hours of specialized training on managing such operations at the time of job assignment.

C. Submittals

1. The Contractor must submit a written EHASP, as specified herein, to OEHS for review and approval. The written EHASP must be submitted, within thirty (30) calendar days after the availability of analytical results of the soil and groundwater testing, as required under Section 8.01 C2 and Section 8.01 W2. The Contractor must make all necessary revisions required by OEHS and resubmit the EHASP to OEHS for acceptance. Start-up work for the project will not be permitted until written acceptance has been issued by OEHS.
2. Daily safety logs must be maintained by the Contractor and must be submitted to the Engineer either on request or on completion of the work. Training logs must be maintained by the Contractor and submitted to the Engineer either on request or on completion of the work. Daily logs on air monitoring during excavation activities must be prepared and maintained by the Contractor and submitted to the Engineer either on request or upon completion of the work.
3. A closeout report must be submitted by the Contractor to the Engineer upon completion of the work within the defined exclusion zones. This report must summarize the daily safety and monitoring logs and provides an overview of the Contractor's performance regarding environmental and safety issues. The report must carefully document all areas where contamination has been found including pictures, addresses of locations, and potential sources.
4. Medical Surveillance Examinations: The Contractor must submit to the Engineer the name, office address and telephone number of the medical consultant utilized. Evidence of baseline medical examinations together with the evidence of the ability to wear National Institute for Occupational Safety and Health (NIOSH) approved respirators (as specified in American National Standards Institute (ANSI) Z88.6) must be provided to the Engineer for all construction personnel who are to enter the exclusion zones.
5. Accident Reports: All accidents, spills, or other health and safety incidents must be reported to the Engineer.

D. Health and Safety Plan

The EHASP must comply with OSHA regulations 29 CFR 1910.120/1926.65. This document must at a minimum contain the following:

1. Description of work to be performed
2. Site description
3. Key personnel
4. Worker training procedures
5. Work practices and segregation of work area
6. Hazardous substance evaluation
7. Hazard assessment

8. Personal and community air monitoring procedures and action levels
9. Personal protective equipment
10. Decontamination procedures
11. Safety rules
12. Emergency procedures
13. Spill prevention and control, as well as spill reporting procedures
14. Dust control, vapor/odor suppression procedures
15. Identification of the nearest hospital and route
16. Confined space procedures
17. Excavation safety procedures

8.01 S.2 MEASUREMENT.

Health and Safety Requirements

- A. 25% of the lump sum price will be paid when the following items are implemented or mobilized:
 - Medical surveillance program
 - Health and safety training
 - Health and safety plan
 - Environmental and personnel monitoring
 - Instrumentation
 - Spill control
 - Dust control
 - Personnel and equipment decontamination facilities
 - Personnel protective clothing
 - Communications
 - Mobilization
- B. 50% will be paid in proportional monthly amounts over the period of work.
- C. 25% will be paid when the operation is demobilized and removed from the project site.

8.01 S.3 PRICE TO COVER.

Health and Safety Requirements

The lump sum price bid for the health and safety requirements will include all labor, materials, equipment, and insurance necessary to complete the work in accordance with these specifications. The price bid will include, but not be limited to, the following:

- A. Providing training, safety personnel, air monitoring and medical examinations as specified.
- B. Providing safety equipment and protective clothing for site personnel, including maintenance of equipment on a daily basis; replacement of disposable equipment as required; decontamination of clothing, equipment and personnel; and all other health and safety activities or costs not paid for under other pay items in this Contract.

- C. Providing, installing, operating and maintaining on-site emergency medical and first aid equipment. This includes all furnishings, equipment, supplies and maintenance of all medical equipment, and all other health and safety items and services for which payment is not provided under other pay items in this Contract.
- D. Providing, installing, operating, maintaining, and decommissioning all personnel and equipment decontamination facilities, including decontamination pad, decontamination water supply, and all other items and services required for the implementation of the health and safety requirements for which pay items are not provided elsewhere in this Contract. Vehicle decontamination pads will be included in the price of this item. Disposal of decontamination fluid will be paid for under Item 8.01 W1 – Removal, Treatment, and Discharge/Disposal of Contaminated Water.
- E. Spill Control
1. Payment will account for furnishing, installing, and maintaining all spill control equipment and facilities. Payment will include equipment and personnel to perform emergency measures required to contain any spillage and to remove spilled materials and soils or liquids that become contaminated due to spillage during work within the exclusion zones and handling of excavated soils and liquids from these areas. This collected spill material will be properly disposed of.
 2. Payment under this item will not include testing, handling, transportation or disposal of petroleum-contaminated/potentially hazardous soils excavated during construction. The price for this work will be paid for under Items 8.01 C1 – Handling, Transporting and Disposal of Non-Hazardous Contaminated Soil, 8.01 C2 – Sampling and Testing of Contaminated/Potentially Hazardous Soil for Disposal Purposes or 8.01 H – Handling, Transporting and Disposal of Hazardous Soil, as appropriate.
- F. Dust Control
- Payment will account for furnishing, installing, and maintaining dust control equipment and facilities to be used whenever applicable dust levels are exceeded. Payment will include all necessary labor, equipment, clean water, foam, and all other materials required by the Dust Control Plan. The NYSDOH Community Air Monitoring Plan (CAMP) may be used as guidance.
- G. Vapor/Odor Suppression
- Payment will account for furnishing, installing and maintaining vapor/odor control equipment and facilities to be used whenever organic vapor monitoring or the presence of odors indicates that vapor suppression is required to protect workers or the public. Payment will include all necessary labor, equipment, clean water, foam and all other materials required by the Vapor/Odor Suppression Plan.
- H. Mobilization/Demobilization
1. Mobilization

Payment will include the following, but not be limited to:

 - a. All work required to furnish, install and maintain all signs, fencing, support zone facilities, parking areas and all temporary utilities;
 - b. All work required to furnish, install, and maintain an office space with phone and utilities for health and safety personnel;
 - c. All work required for complete preparation of lay down area for roll-off containers, including sampling, and any required fencing;
 - d. All direct invoiced cost from bonding companies and government agencies for permits and costs of insurance; and
 - e. All other items and services required for mobilization and site preparation.

2. Demobilization

Payment will include but not be limited to: All work required to sample the area; remove from the site all equipment, temporary utilities and supporting facilities; performance of necessary decontamination and repairs; disposal of disposable equipment and protective gear and other items and services required for complete demobilization.

Payment will be made under:

Item No.	Description	Pay Unit
8.01 S	HEALTH AND SAFETY	LUMP SUM

ITEM 8.01 W1 REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER

8.01 W1.1 WORK TO INCLUDE.

General: This work must consist of the proper removal and disposal of all contaminated groundwater and decontamination water generated during construction operations. The Contractor must be solely responsible for the proper disposal or discharge of all contaminated water generated at the job site. The Contractor will have the option of treating water on-site for discharge to the sewer system or removing contaminated water for off-site disposal. The Contractor must be responsible to choose a method compatible to the construction work and will be compensated on a per day basis regardless of method employed. The Contractor will be compensated for only those days where the system is in full operation.

The Contractor must retain a dewatering/water treatment Specialist (hereinafter the "Specialist") and laboratory as specified under Item 8.01 W2 – Sampling and Testing of Contaminated Water, to conduct any testing that may be required for disposal of impacted water.

The dewatering/water treatment Specialist is responsible to obtain all permits; perform all water sampling, testing; and provide ancillary services related to dewatering and water treatment. The Specialist must at a minimum provide documentation to OEHS demonstrating the minimum requirements as set forth below:

1. The Specialist must demonstrate that it has, at a minimum, three (3) years' experience in the design of dewatering plans. The Specialist should demonstrate expertise dealing with issues associated with contaminated water. During that three (3) year period, the Specialist must demonstrate that it provided dewatering and water treatment systems as a routine part of its daily operations.
2. The Specialist must be experienced in work of this nature, size, and complexity and must have previous experience in working with the NYSDEC.
3. The Specialist must furnish a list of at least five (5) projects completed within the last (3) years, identifying the location, nature of services provided, owner, owner's contact, contact's telephone number, project duration and value of the projects.
4. If conditions within the exclusion zone are deemed hazardous, then the Contractor and its Environmental Consultant must ensure that all personnel working within identified exclusion zones and/or involved (direct contact) with the handling, storage or transport of hazardous and contaminated material must have completed a minimum of forty (40) hours of Health and Safety Training on Hazardous Waste Sites in accordance with 29 CFR 1910.120(e). The training program must be conducted by a qualified safety instructor. If conditions in the exclusion zone are deemed to be non-hazardous, the Specialist will be responsible to provide site-specific training to its employees and other affected personnel.
5. The Contractor must ensure that on-site management and supervisors directly responsible for or who supervise employees engaged in hazardous waste operations must receive the training specified in above and at least eight (8) additional hours of specialized training on managing such operations at the time of job assignment.

The Contractor must document all operations associated with the handling, sampling and disposal of contaminated water, and ensure that they are following applicable Federal, State and Local statutes and regulations.

The Contractor must supply all labor, equipment, transport, plant, material, treatment, and other incidentals required to conduct the specified work of this section.

If water will be disposed of into the sewer system, the Contractor must ensure the Specialist treats the water to comply with the New York City Department of Environmental Protection (NYCDEP) Sewer Effluent Limit concentrations prior to discharge. The Contractor is responsible for providing settling or filtering tanks

and any other apparatus required by NYCDEP. Alternatively, the Contractor can provide a plan for transport and disposal at an off-site waste disposal facility

Within forty-five (45) calendar days after award of Contract, the Contractor must submit to OEHS for review and approval, a Water Handling Plan (WHP). The WHP must be approved by OEHS prior to the Contractor's commencement of work. The minimum requirements for the WHP are specified herein Item 8.01W 1.2, for each type of disposal (disposal into the sewer or off-site disposal). The Contractor must maintain a complete, up to date copy of the WHP on the job site at all times.

8.01 W1.2 CONSTRUCTION DETAILS.

For each disposal method the Contractor proposes to utilize (disposal to sewer or off-site disposal), the WHP must include the information required in paragraphs A and B below, as appropriate.

A. On-site treatment and discharge into New York City sewers.

1. Regulations: The Contractor must comply with all applicable regulations. This includes but may not be limited to:
 - Title 15-New NYCDEP Sewer Use Regulations.
2. Permits: The Contractor is solely responsible to obtain all necessary and appropriate Federal, State and Local permits and approvals. The Contractor will be responsible for performing all and any system pilot tests required for permit approval. This includes but may not be limited to:
 - a. Industrial waste approval for the New York City sewer system.
 - b. Groundwater discharge permit for the New York City sewer system (NYCDEP Division of Sewer Regulation and Control), if discharge to sewer exceeds 10,000 gallons per day.
 - c. The Contractor must comply with NYSDEC State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Runoff from Construction Activity (SPDES General Permit) GP-0-20-001 or its successor.
 - d. Long Island well permit for Brooklyn and Queens sites, if well points are used for dewatering.
 - e. Wastewater quality control application, NYCDEP.
3. The WHP for this portion of the work must include the following at a minimum:
 - a. Identification and design of Contractor's proposed treatment to assure that the water meets the NYCDEP sewer use guidelines prior to discharge to the sewer, including identification of all materials, procedures, settling or filtering tanks, filters and other appurtenances proposed for treatment and disposal of contaminated water.
 - b. The name, address and telephone number of the contact for the Contractor's proposed chemical laboratory, as well as the laboratory's certifications under Federal, State or non-governmental bodies.
 - c. The name, address and telephone number of the contact for the Contractor's proposed Environmental Consultant.
 - d. Copies of all submitted permit applications and approved permits the Contractor have received.

4. Materials

The Contractor must supply all settling or filtering tanks, pumps, filters, treatment devices and other appurtenances for treatment, temporary storage and disposal of contaminated water. All equipment must be suitable for the work described herein.

5. Execution

- a. The Contractor is solely responsible for disposal of all water, in accordance with all Federal, State and Local regulations.
- b. The Contractor is solely responsible for any treatment required to assure that water discharged into the sewer is in compliance with all permits and Federal, State and Local statutes and regulations.
- c. The Contractor is solely responsible for the quality of the water disposed of into the sewers.
- d. The Contractor is responsible for sampling and testing of water for the NYCDEP Sewer Effluent Limit concentrations. The quality of the data is the Contractor's responsibility. Any sampling and testing must be conducted and paid in accordance with Item 8.01 W2 – Sampling and Testing of Contaminated Water.
- e. The Contractor will be responsible to maintain the discharge rate to the sewer such that all permit requirements are met, the capacity of the sewer is not exceeded and no surcharging occurs downstream due to the Contractor's actions. Dewatering by means of well points or deep wells will not be allowed in the Boroughs of Brooklyn or Queens where the rate of pumping exceeds forty-five (45) gallons per minute unless the appropriate permit has been secured from the NYSDEC.
- f. Disposal of Treatment Media
 - (1) The Contractor will be responsible for disposal or recycling of treatment media in accordance with all Federal, State and Local regulations.
 - (2) The Contractor must provide the Engineer with all relevant documentation concerning the disposal of treatment media, including manifests, bills of lading, certificates of recycling or destruction and other applicable documentation.
 - (3) Disposal of treatment media will not be considered a separate pay item; instead it will be considered as incidental work thereto and included in the unit price bid.

B. Off-Site Disposal

1. Regulations: The Contractor must conform to all applicable Federal, State and Local regulations pertaining to the transportation, storage and disposal of any hazardous and/or non-hazardous materials as listed in Attachment 2.
2. The following must be submitted to the Engineer prior to initiating any off-site disposal:
 - a.
 - (1) Name and waste transporter permit number
 - (2) Address
 - (3) Name of responsible contact for the waste transporter
 - (4) Any and all necessary permit authorizations for each type of waste transported
 - (5) Previous experience in performing the type of work specified herein
 - b. General information for each proposed treatment/disposal facility and at least one backup treatment/disposal facility
 - (1) Facility name and USEPA identification number

- (2) Facility location
 - (3) Name of responsible contact for the facility
 - (4) Telephone number for contact
 - (5) Unit of measure utilized at facility for costing purposes
- c. A listing of all permits, licenses, letters of approval and other authorizations to operate, which are currently held and valid for the proposed facility as they pertain to receipt and management of the wastes derived from this Contract.
 - d. A listing of all permits, licenses, letters of approval and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued. Provide dates of application(s) submitted. Planned submittals must also be noted.
 - e. The Contractor must specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste and provide dates of construction and beginning of use, if applicable. Drawings may be provided. The Contractor must identify the capacity available in the units and the capacity reserved for the subject waste.
 - f. The Contractor must provide the date of the proposed facility's last compliance inspection.
 - g. A list of all active (unresolved) compliance orders, agreements, enforcement notices or notices of violations issued to the proposed facility must be submitted. The source and nature of the cause of violation must be stated, if known. If groundwater contamination is noted, details of the facility's groundwater monitoring program must be provided.
 - h. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.
3. Materials
- All vessels for temporary storage and transport to an off-site disposal facility must be as required in DOT regulations.
4. Execution
- a. General
 - (1) The Contractor must organize and maintain the material shipment records/manifests required by Federal, State and Local laws. The Contractor must include all bills of lading, certificates of destruction, recycling or treatment and other applicable documents.
 - (2) The Contractor must coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule. The schedule must be compatible with the availability of equipment and personnel for material handling at the job site.
 - (3) The Contractor must inspect all vehicles leaving the project site to ensure that contaminated liquids are not spilling and are contained for transport.
 - (4) The Contractor must obtain letters of commitment from the waste haulers and the treatment, disposal or recovery facility to haul and accept shipment. The letter must indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed as necessary.
 - (5) The Contractor must verify the volume of each shipment of water from the site.
 - (6) The Contractor is responsible for sampling and testing of water for off-site disposal. The quality of the data is the Contractor's responsibility. Any sampling and testing

must be conducted and paid in accordance with Item 8.01 W2 – Sampling and Testing of Contaminated Water.

- (7) The Contractor is responsible for any additional analyses required by the TSD facility, and for the acceptance of the water at an approved TSD facility.
- b. Hauling
- (1) The Contractor must not deliver waste to any facility other than the TSD facility(ies) listed on the shipping manifest.
 - (2) The Contractor must coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities must also be measured and recorded upon arrival at the TSD facility(ies). If any deviation between the two records occurs, the matter is to be reported immediately to the Engineer and must be resolved by the Contractor to the satisfaction of the Engineer.
 - (3) The Contractor will be responsible for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site. This cleanup must be accomplished at the Contractor's expense.
 - (4) The Contractor will be responsible for inspecting the access routes for road conditions, overhead clearance and weight restrictions.
 - (5) The Contractor must only use the transporter(s) identified in the WHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from NYSDEC may transport this material. Any use of substitute or additional transporters must have previous written approval from the Engineer at no additional cost to the City.
 - (6) The Contractor must develop, document, and implement a policy for accident prevention.
 - (7) The Contractor must not combine waste materials from other projects with material from this project.
 - (8) The Contractor must obtain for the City a hazardous waste generator identification number and will sign the manifest as the generator, if necessary.
 - (9) No material must be transported until approved by the Engineer.
- c. Disposal Facilities
- (1) The Contractor must use only the TSD facility(ies) identified in the WHP for the performance of the work. Substitutions or additions must not be permitted without prior written approval from OEHS, and, if approved, must be at no extra cost to the City.
 - (2) The Contractor will be responsible for acceptance of the material at an approved TSD facility, for ensuring that the facility is properly permitted to accept the stated material, and that the facility provides the stated storage and/or disposal services.
 - (3) The City reserves the right to contact and visit the disposal facility and regulatory agencies to verify the agreement to accept the stated material and to verify any other information provided. This does not in any way relieve the Contractor of the Contractor's responsibilities under this Contract.
 - (4) In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The Contractor is responsible for making the necessary arrangements to utilize the facility(ies), and the alternate facility(ies) must be approved in writing by the Engineer in the same manner and with the same requirements as for the original facility(ies). This must be done with no extra cost or delay to the City.

d. Equipment and Vehicle Decontamination

- (1) The Contractor must design and construct a portable decontamination station to be used to decontaminate equipment and vehicles exiting the exclusion zone. The cost for this work will be paid under Item 8.01 S – Health and Safety.

8.01 W1.3 METHOD OF MEASUREMENT.

The quantity for on-site treatment and discharge or off-site disposal will be on a per day basis.

8.01 W1.4 PRICE TO COVER.

- A. The per day price bid for Item 8.01 W1 will include the cost of furnishing all labor, materials, equipment, plan, and insurance for handling, transportation, disposal, documentation, permits, hauling, mobilization and demobilization, and any other incidentals thereto to complete the work.
- B. The Contractor will not be paid for water that is within the NYCDEP Sewer Discharge Limits.

Payment will be made under:

Item No.	Description	Pay Unit
8.01 W1	REMOVAL, TREATMENT AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER	DAY

ITEM 8.01 W2 Sampling And Testing Of Contaminated Water

8.01 W2.1 WORK TO INCLUDE.

A. Description

The work will consist of sampling and testing of potentially contaminated groundwater, surface runoff within the excavated area and all contaminated water generated during the decontamination process.

B. Sampling and Testing

1. The Contractor is responsible, at a minimum, for sampling and testing of contaminated water for the NYCDEP Sewer Effluent Limit concentrations as listed in Attachment 1, and in accordance with the Engineer-approved FSP and the Investigation HASP, as specified in 8.01 C2. The quality of the data is the Contractor's responsibility. Any additional testing required by the Federal, State and/or disposal facilities must be included in the bid price of this Item.
2. All sampling and testing must be conducted by a person trained in sampling protocols using accepted standard practices and/or the NYSDEC sampling guidelines and protocols.
3. All sample containers must be marked with legible sample labels which must indicate the project name, sample location and/or container, the sample number, the date and time of sampling, preservatives utilized, how the sample was chilled to 4 degrees Celsius, and other information that may be useful in determining the character of the sample.
4. Chain-of-custody must be tracked from laboratory issuance of sample containers through receipt of the samples.
5. The Contractor must maintain a bound sample log book. The Contractor must provide the Engineer access to it at all times and must turn it over to the Engineer in good condition at the completion of the work. The following information, as a minimum, must be recorded to the log:
 - a. Sample identification number
 - b. Sample location
 - c. Field observation
 - d. Sample type
 - e. Analyses
 - f. Date/time of collection
 - g. Collector's name
 - h. Sample procedures and equipment used
 - i. Date sent to laboratory/name of laboratory
6. Only dedicated sampling equipment may be used to collect these samples. All equipment involved in field sampling must be decontaminated before being brought to the site, and must be properly disposed of after use.
7. Samples must be submitted to the Contractor's laboratory within the holding times for the parameters analyzed.
8. All analyses must be done by a laboratory that has received approval from the NYSDOH's ELAP for the methods to be done. The Contractor must specify the laboratory in the WHP.
9. Analytical results for water discharged to the sewer and for off-site disposal must be submitted to the Engineer no later than five (5) days after sample collection.

- 10. The City reserves the right to direct the Contractor to conduct alternative sampling in lieu of the parameters described above, if the situation warrants. The substitute sampling parameters will be of equal or lesser monetary value than those described above, as determined by industry laboratory pricing standards.

8.01 W2.2 METHOD OF MEASUREMENT.

Quantities for samples will be measured as the number of sets of samples that are tested for the NYCDEP Sewer Effluent Limit concentrations. A set will be defined as one (1) representative sample analyzed for the full range of NYCDEP parameters as specified in Attachment 1.

8.01 W2.3 PRICE TO COVER.

The unit price bid per set for Item 8.01 W2 will include the cost of furnishing all labor, materials, equipment, plan, and insurance for handling, transport, sampling, testing, documentation, permits, other incidentals necessary to complete the work of sampling and testing of contaminated water. Any additional costs incurred by the Contractor for sampling and testing of contaminated water will be included in the bid price of this Item.

Payment will be made under:

Item No.	Description	Pay Unit
8.01 W2	SAMPLING AND TESTING OF CONTAMINATED WATER	SETS

SECTION 9.23 – Asphalt, Fuel, and Steel Price Adjustment Allowance

9.23.1. SCOPE AND INTENT.

(A) This section will provide for additional compensation to the Contractor for increases, or repayment by the Contractor for decreases, in the price of asphalt, fuel, or steel products.

(B) Price Adjustments will be made only for eligible work as defined below. With respect to asphalt and steel eligible work items, price adjustment will be paid, if eligible, only after the items have been permanently incorporated into the Work and accepted by the Commissioner. With respect to fuel, price adjustment will be paid, if eligible, only after fuel has been delivered to the Project site.

(C) No adjustment will be provided for any extra work paid by fixed price in accordance with the Standard Construction Contract Article 25.3.2 or paid for on a time and material basis per Standard Construction Contract Article 26. Additional quantities of existing Contract pay items at original bid prices will be considered eligible for asphalt, fuel, and steel price adjustments.

(D) Temporary work performed by the Contractor at its own expense will not be eligible for price adjustment. Notwithstanding the foregoing, temporary asphalt will be eligible if shown on the Contract Drawings or required to complete the Work and must be approved in advance by the Engineer.

(E) The Contractor, its Subcontractor(s) and/or Materialmen, must, when directed by the Commissioner, provide any and all Project documents and/or records the Commissioner deems pertinent to his/her determination with respect to the price adjustment. If requested by the Commissioner, the Contractor, its Subcontractor(s) and/or Materialmen, must provide copies of Project documents and/or records.

(F) Failure by the Contractor, its Subcontractor(s) and/or Materialmen, to comply strictly with the requirement to provide Project records will constitute a waiver of any claim for additional compensation the Contractor may have in connection with the price adjustment request.

(G) Project documents and/or records include, without limitation, Bid and Contract Documents, shop drawings, manufacturing and/or shipping data, as-built drawings, books of account, financial statements, invoices, vouchers, records, daily job diaries and reports.

(H) If the Contractor is paid additional compensation in accordance with this Section, the Contractor must pay a properly allocated share of such additional compensation to the applicable Subcontractor(s) and/or Materialmen.

9.23.2. PRICE ADJUSTMENT VALUES.

(A) The monthly average asphalt prices, monthly average fuel prices, steel cost basis and steel index values will be posted on the NYS Department of Transportation (NYSDOT) website: <https://www.dot.ny.gov/main/business-center/contractors/construction-division/fuel-asphalt-steel-price-adjustments>

(B) Historical index values are available as issued Engineering Bulletins on the NYSDOT website: <https://www.dot.ny.gov/eieb>

9.23.3. ASPHALT PRICE ADJUSTMENT.**(A) Price Changes.**

The asphalt price adjustment will be based solely on the price changes for asphalt as determined by the formulas below. No adjustment will be made if the monthly average posted price is within \$15.00 of the asphalt index price. No consideration will be given to the situation where the price paid by the Contractor, its Subcontractors, or the Contractor's or Subcontractor's supplier(s) exceeds the monthly average posted price.

(B) Applicability.

The asphalt price adjustment will apply to all permanent asphalt pavement items. The asphalt price adjustment will apply to temporary asphalt pavement if the temporary asphalt is shown on the Contract Drawings or approved in advance by the Commissioner. No price adjustment will be made for tack coat or pothole cold patch.

(C) Prices.

The asphalt index price and the monthly average posted price are defined as follows:

1. Asphalt Index Price. The asphalt index price is a price per ton of binder (also referred to as liquid bitumen or asphaltic cement) used solely as a basis from which to compute asphalt price adjustments. The asphalt index price will be the monthly average posted price for the month and year the bid opening for the Project.
2. Monthly Average Posted Price. The monthly asphalt index prices will be determined by NYSDOT using the methods set forth in NYSDOT Standard Specification Section 698.

(D) Quantity.

The quantity of asphalt in tons considered for adjustment will be determined by the tons of asphalt actually placed. This will be calculated using the measured volume of asphalt placed, and the asphalt's in-place density, as measured in the field. Quantities of asphalt will be measured to the nearest 0.1 ton.

(E) Adjustment.

Asphalt price adjustment will be based on the following formulas:

1. When price increases: Price Adjustment = (Quantity of Asphalt) x (Monthly Average Posted Price – Asphalt Index Price - \$15.00)
2. When price decreases: Price Adjustment = (Quantity of Asphalt) x (Monthly Average Posted Price – Asphalt Index Price + \$15.00)

(F) Payment of the Price Adjustment.

The Contractor is required to keep a log of all asphalt incorporated into the Project that is eligible for the price adjustment. The log must keep track of the date when the asphalt was purchased, the quantity of the asphalt, the Asphalt Index Price and the Monthly Average Posted Price, as determined in accordance with 9.23.3.C.

When the adjustment amount, calculated in accordance with 9.23.3.E, exceeds \$10,000.00 for all eligible asphalt incorporated into the Project, the Contractor must submit with its monthly payment requisition, the request for payment of the asphalt price adjustment.

9.23.4. FUEL PRICE ADJUSTMENT.**(A) Price Changes.**

The fuel price adjustment will be based solely on the price changes for fuel as determined by the formulas below. No adjustment will be made if the monthly average posted price is within \$0.10 per gallon of the fuel index price. No consideration will be given to the situation where the price paid by the Contractor, its Subcontractors, or the Contractor's or Subcontractor's supplier(s) exceeds the monthly average posted price.

(B) Applicability.

The intent of the fuel price adjustment is to cover on-site equipment and vehicles only as delineated below.

1. The fuel price adjustment will apply for fuel used in:
 - a. Diesel equipment used on site, such as backhoes, excavators, cranes.
 - b. Stationary equipment used on site, such as trailer or skid mounted compressors, generators, or light towers.
 - c. Gasoline or diesel trucks and vans that are assigned to the site full-time, which may be used for off-site pickups and deliveries.
 - d. Equipment used for temporary heating.
2. The fuel price adjustment will not apply to:
 - a. On-site gasoline powered hand tools, such as chainsaws, cut-off saws, pressure washers, small generators, etc.
 - b. Vehicles (cars, pickup trucks) that are also used for commuting.
 - c. Delivery vehicles.
 - d. Any equipment at the Contractor's shop, manufacturer's shop, or other off-site facility.

(C) Prices.

The fuel index price and the monthly average posted price are defined as follows:

1. Fuel Index Price. A price per gallon of fuel used solely as a basis from which to compute fuel price adjustments. The fuel index price will be the monthly average posted price for the month of the bid letting.
2. Monthly Average Posted Price. The monthly fuel index prices will be determined by NYSDOT using the methods set forth in NYSDOT Standard Specification Section 698.

(D) Quantity.

The quantity of fuel in gallons considered for adjustment will be determined by invoices for fuel delivered to the Project site. Quantities of fuel will be measured to the nearest 0.01 gallon.

(E) Adjustment.

Fuel price adjustment will be based on the following formulas:

1. When price increases: $\text{Price Adjustment} = (\text{Quantity of Fuel}) \times (\text{Monthly Average Posted Price} - \text{Fuel Index Price} - \$0.10)$
2. When price decreases: $\text{Price Adjustment} = (\text{Quantity of Fuel}) \times (\text{Monthly Average Posted Price} - \text{Fuel Index Price} + \$0.10)$

(F) Payment of the Price Adjustment.

The Contractor is required to keep a log of all fuel incorporated into the Project that is eligible for the price adjustment. The log must keep track of the date when the fuel was purchased, the quantity of the fuel, the Fuel Index Price and the Monthly Average Posted Price, as determined in accordance with 9.23.4.C.

When the adjustment amount, calculated in accordance with 9.23.4.E, exceeds \$10,000.00 for all eligible fuel delivered to the Project site, the Contractor must submit with its monthly payment requisition, the request for payment of the fuel price adjustment.

9.23.5 STEEL PRICE ADJUSTMENT

(A) Applicability.

The intent of the steel price adjustment is to cover steel materials as follows. For the purposes of this section, steel includes all steel alloys, stainless steel alloys, iron, and ductile iron.

1. Steel price adjustment will apply to groups of similar material content.
2. The steel price adjustment will apply to the following Material Groups:
 - a. Structural steel
 - b. Reinforcing bars
 - c. Steel water mains, appurtenances, and valves
 - d. Ductile iron water and sewer pipes, appurtenances, fittings, and valves
 - e. Steel piles and minipile casings
 - f. Municipal steel and iron castings (manhole covers, sewer grates, etc.)
 - g. <enter material group>
3. The steel price adjustment will not apply to the following:
 - a. Steel in fabricated elements, such as traffic signal cabinets, or electrical fixtures and boxes
 - b. Handrails, access ladders, edging strips and other miscellaneous metals
 - c. Anchor bolts and fasteners
 - d. <enter material group>

(B) For each Material Group listed, the Contractor must also identify the parties whose relationship establishes the invoice date. If the parties are known, they must be identified by name. If the

two parties are not known, they must be identified by role (Contractor, Subcontractor, Materialman, fabricator, etc.). Different parties may be identified for scopes within a Material Group for the purposes of establishing an invoice date. If the Contractor does not provide a list of materials to which to apply the steel price adjustment, no steel price adjustment will be made.

(C) If the percentage change for a given month does not exceed 5% plus or minus, from the benchmark steel index, no adjustments will be made for materials invoiced that month.

(D) The percentage change for each material group identified in Article 9.23.5.A.2 above will be determined using the month that the largest value of materials were invoiced.

(E) The weight of the steel must exclude minor appurtenances individually weighing less than 5 lbs (i.e., nuts, bolts, washers, etc.) and non-steel components, such as door insulation or glazing. Precast or prestressed concrete items must have total reinforcing steel weight listed on the approved shop drawings. The following sources must be used, in declining order of precedence, to determine the weight of steel: approved shop drawings; verified shipping documents; Contract Documents; industry standards (i.e., AISC Manual of Steel Construction, AWWA Standards, etc.); and manufacturer's data.

1. Indexes and Prices. Adjustments are based on the Producer Price Index (PPI) for Semifinished Steel Mill Products (WPU 101702). PPI values are published by the US Department of Labor, Bureau of Labor Statistics (BLS). Recent PPI values are posted on the NYSDOT website linked above. The Cost Basis, Benchmark Steel Index, Monthly Steel Index, and the Percentage Change are defined as follows:

- a. Cost Basis (CB). An average price of steel products in dollars per ton used solely as a cost basis from which to compute steel price adjustments. The cost basis for original Contract bid price items and additional work at the original Contract bid price will be the cost basis listed for the month of the bid letting. The cost basis for additional work at agreed price will be the value of the cost basis for the month the agreed price was submitted to the Commissioner.
- b. Benchmark Steel Index (BI). The benchmark steel index for original Contract bid price items and additional work at the original Contract bid price will be the value of the preliminary PPI for the month of the bid letting. The benchmark steel index for additional work at agreed price will be the value of the preliminary PPI for the month the agreed price was submitted to the Commissioner.
- c. Monthly Steel Index (MI). Value of the final PPI for the month the material is invoiced.
- d. Percent Change. The percent change in any given month will be determined as follows:

$$\text{Percentage Change} = \left(\frac{MI - BI}{BI} \right) \times 100$$

(F) The quantity of steel for adjustment of each Material Group will be measured to the nearest 0.1 tons.

1. Percent Change Greater Than +5%. If the Percentage Change is greater than +5% from the benchmark steel index, Price Adjustments will be made for materials invoiced that month. The Contractor must provide the Commissioner a detailed list of the weight of eligible materials within 60 calendar days after installation, including: the Contract pay item, the weight of steel, the month(s) of invoice, the source used to determine the weight, and if requested by the Engineer, copies of invoices to verify the month of invoice.

2. Percent Change -5% to +5%. If the Percentage Change is between -5% and +5%, inclusive, from the benchmark steel index, no adjustments will be made for materials invoiced that month.
3. Percent Change Lower Than -5%. If the Percentage Change is lower than -5% from the benchmark steel index, a Price Adjustment will be charged to the Contractor for materials invoiced that month. The Contractor must provide the Commissioner a detailed list of the weight of eligible materials within 60 calendar days after installation, including: the Contract pay item, the weight of steel, the month(s) of invoice, the source used to determine the weight, and copies of invoices to verify the month of invoice.

(G) Adjustment.

Steel price adjustment will be made for all the materials which the Contractor opted to apply the steel price adjustment, based on the following formulas:

1. When price increases:

$$Price\ Adjustment = \left[\left(\frac{MI - BI}{BI} \right) - 0.05 \right] (CB) Qty$$

2. When price decreases:

$$Price\ Adjustment = - \left[\left(\frac{MI - BI}{BI} \right) + 0.05 \right] (CB) Qty$$

(H) Payment of the Price Adjustment.

Steel Price Adjustment will be paid once during the Project duration for each eligible Material Group after the final PPI is available to set the Monthly Steel Index for the invoice month determined in Article 9.23.5.D above.

9.23.6. MEASUREMENT AND PAYMENT.

(A) The fixed sum shown in the Bid Schedule for Price Adjustments Allowance will be considered the price bid for this item. The fixed sum is not to be altered in any manner by the bidder. Should the amount shown be altered, the new figures will be disregarded and the original price will be used to determine the total amount bid for the Contract. The fixed sum payment made under this item will be equal to the sum of payments and credits for price adjustments, as approved by the Commissioner, with no markup for overhead, profit, or other fees allowed. The fixed sum amount is included in the bid solely to ensure that sufficient monies will be available to pay the Contractor for the price escalation adjustment payments as delineated herein, which may be more or less than the fixed sum amount.

Payment will be made under:

Item No.	Item	Pay Unit
9.23	PRICE ADJUSTMENTS	F.S.

SECTION 9.28 –Expanded Work Allowance

9.28.1 PURPOSE.

An Allowance has been established for the items set forth in sub-Section 9.28.3 below (“Expanded Work Allowance” or “EWA”). Payment for the items set forth in sub-section 9.28.3 (“Expanded Work Items”) may be made through the EWA, as directed by the Engineer. “Extra Work”, “overrun”, and “Allowance” are defined by the Standard Construction Contract (see Articles 2.1.16, 26.1, and 2.1.4, respectively) and nothing in this Section alters, or will be deemed to alter the interpretation or application of, the Standard Construction Contract, including but not limited to Articles 25, 26, 28, and 78 of the Standard Construction Contract.

9.28.2 PROCESS.

(a) If the Engineer determines that use of the EWA is appropriate, in their sole discretion, the Engineer will prepare a written scope document for the Expanded Work Items for the Contractor’s execution (“EWA Scope Memo”). The EWA Scope Memo will set forth the maximum amount payable from the EWA prior to the execution of a final cost memorandum (“Maximum Amount”), in accordance with this Section. The Maximum Amount may be increased from time to time by the Engineer, in their sole discretion, except that the Maximum Amount may not exceed 80% of the Engineer’s estimated total cost for such Work (the “Estimated Cost”) unless and until a final cost is determined and a final cost memorandum (“Final Cost Memo”) executed in accordance with this Section.

(b) Neither the Maximum Amount nor the Estimated Cost will be deemed to be the final cost of the Expanded Work Items. The final cost for the Expanded Work Items will be determined in accordance with Article 26 of the Standard Construction Contract. The Contractor must submit its detailed price proposal for the Expanded Work Items, calculated in accordance with the Contract, within the time period set forth in the EWA Scope Memo or within 90 Days after the executed EWA Scope Memo is issued to the Contractor, whichever is sooner.

(c) Once the EWA Scope Memo is executed and the Contractor is directed to proceed with the Work, DDC will make progress payments, as provided in the Contract, up to the Maximum Amount or until the submission period has expired, whichever occurs sooner.

(d) DDC will not make any progress payments for the performance of the Expanded Work Items beyond the submission period set forth in sub-Section C, above, unless and until a final cost has been determined and a Final Cost Memo executed in accordance with this Section. No amounts above the Maximum Amount set by the Engineer will be payable from the EWA, unless and until a final cost has been determined and a Final Cost Memo executed in accordance with this Section. In all events, the Contractor shall promptly and diligently comply with the Engineer’s direction and perform all Work required by the Contract and the EWA Scope Memo.

(e) Upon receipt of the Contractor’s cost detailed proposal, DDC will evaluate the proposal and initiate negotiations, as necessary, to determine the final cost of the Expanded Work Items in accordance with Article 26 of the Standard Construction Contract. The Contractor is responsible to furnish time and material records in accordance with Article 28 of the Standard Construction Contract until a Final Cost Memo is executed. If the parties cannot agree on a unit price or fixed price, the Contractor will be paid on the basis of time and material records in accordance with Article 26 the Standard Construction Contract.

(f) A Final Cost Memo will be prepared by the Engineer to be executed by the parties. The total net sum of the amounts added and/or credited under the EWA Scope Memo and payment of the finalized Final Cost Memo constitutes full accord and satisfaction for the costs resulting from the Expanded Work Items. In the event the EWA is insufficient to pay the full amount of the Final Cost Memo, the parties agree to execute change order documents for the remaining funds, subject to registration in accordance with the New York City Charter.

9.28.3 PRICE TO COVER.

Expanded Work Items are those items set forth below. The EWA may be used, in the Engineer's discretion, for the following Expanded Work Items:

- (a) Non-material changes in the Work necessary to complete Contract Work due to site conditions that differ from those included in the Contract Documents and that could not have been anticipated by the Contractor.
- (b) Non-material changes in the Work directed by the Commissioner that result in a net change in the cost to the Contractor for the Work to be performed under this Contract, including but not limited to the following:
 - (i) Overruns of unit price items and quantity increases in portions of work within a lump sum item.
 - (ii) NYCDOT traffic stipulations or permit requirements that significantly differ from those included in the Contract Documents and that could not have been anticipated by the Contractor.
 - (iii) Changes to the sizes of materials or changes to specifications of materials.
 - (iv) Materials/structures not included in the Contract Documents that are necessary to complete Contract Work and that could not have been anticipated the Contractor.

9.28.4 BASIS OF PAYMENT.

(a) The fixed sum must be considered the price bid for this item. The fixed sum is not to be altered in any manner by the bidder. Should the amount shown be altered, the new figures will be disregarded, and the original price will be used to determine the total amount bid for the contract.

(b) The payment(s) made under this item will be equal to the Final Cost Memo prepared by the Engineer and executed by the parties in accordance with 9.28.2(f) above as proof of work performed for this item as approved by the Engineer.

(c) The total estimated cost of this item is the "fixed sum" amount shown for this item in the Bid Schedule and shall not be varied in the bid. The "fixed sum" amount is included in the bid solely to ensure that sufficient monies will be available to pay the Contractor for this work, which may be more or less than the fixed sum amount.

(d) The price will cover the cost of all labor, materials, equipment, insurance and incidentals necessary to complete the work under this section in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
9.28	EXPANDED WORK ALLOWANCE	F.S.

The Section below supersedes and replaces Section 9.30 of NYC DOT Standard Specifications dated May 16, 2022

SECTION 9.30 - Stormwater Pollution Prevention

9.30.1. INTENT.

The intent of this section is to address Erosion and Sediment Control (ESC) and pollution prevention during construction and maintenance and guaranty period. The Contractor is advised that within NYC boundaries, in compliance with the Rules of the City of New York Title 15 Chapter 19.1 (15 RCNY Chapter 19.1), DEP is required to review and approve Stormwater Pollution Prevention Plans (SWPPP) that have been prepared to meet the requirements listed in Chapter 19.1. All covered development projects must implement ESC measures in accordance with the NYS Standards and Specifications for Erosion and Sediment Control (also known as The "NYS DEC Blue Book"), dated November 2016 (<https://www.dec.ny.gov/chemical/8694.html>), as amended.

The objective is to develop and implement a SWPPP that will minimize the pollutants entering the storm sewer systems in compliance with 15 RCNY Chapter 19.1, and the New York State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Runoff from Construction Activity, SPDES General Permit GP-0-20-001 or its successor.

9.30.2. DEFINITIONS.

1. **Designer** – The Design Engineer or Qualified Professional responsible for the design
2. **Qualified Inspector** - A person who is knowledgeable in the principles and practice of erosion sediment control, such as a licensed Professional Engineer, a Certified Professional in Erosion and Sediment Control, or a Registered Landscape Architect.
3. **Qualified Professional** - A person who is knowledgeable in the principles and practice of stormwater management and treatment such as a licensed Professional Engineer or a registered landscape architect or other NYSDEC endorsed individuals.
4. **SWPPP Preparer** - Must be a qualified professional. Creates the SWPPP for review and submittal to the SWPTS (as defined in Section 9.30.3). The SWPPP Preparer must certify that the SWPPP was prepared in accordance with RCNY Title 15 Chapter 19.1.
5. **Trained Contractor**- An employee of the Contractor who has received four hours of NYSDEC endorsed training in the past 3-Years, in the principals and practices of proper erosion and sediment control as required. Such employee must have a certificate of training and wallet card showing their certification number.
6. **Owner** – applicant agency.

9.30.3. SCOPE AND METHODS.

The ESC portion of the SWPPP must include ESC and pollution prevention practices. Practices must be designed in compliance with 15 RCNY Chapter 19.1 and the New York State Standards and NYS DEC Blue Book. Within thirty (30) days after the Contract is registered, the Contractor must submit a completed SWPPP to the NYCDDC Office of Environmental & Hazmat Services (OEHS) for review and acknowledgement. After approval by OEHS, the SWPPP must also be submitted to NYCDEP Stormwater Permitting Unit through the Stormwater Permitting and Tracking System (SWPTS) portal by the SWPPP Preparer for approval.

Contractor and SWPPP Preparer must be registered on SWPTS portal at:

<https://deppermits.microsoftcrmportals.com/Account/Login?returnUrl=/my-application/>

Projects in Municipal Separate Storm Sewer System (MS4) areas require coverage under SPDES General Permit GP-0-20-001 or its successor and a NYCDEP Stormwater Construction Permit. Project areas serviced by a Combined Sewer System (CSS) will only require SWPPP approval from DEP.

The SWPPP must be prepared considering the topography of the subject area. It must also identify potential sources of pollution at the project site that may reasonably be expected to affect the quality of stormwater discharges. The plan must describe the specifics of Post-Construction Stormwater Management Practices (PCSMPs) that are to be used to reduce the pollutants in stormwater discharges, their sequence of implementation and associated design details. All practices included in the SWPPP must be designed in conformance with NYCDEP Stormwater Manual and with the most current version of the Blue Book.

The SWPPP template is available at <https://www1.nyc.gov/site/dep/water/stormwater-permits.page>.

For the Qualified Professional, the Contractor must retain the services of an independent licensed/certified professional with practical experience in the principles and practices of erosion and sediment control and stormwater management, to prepare and certify a site specific SWPPP, along with all necessary shop drawings. The SWPPP Preparer must verify that the SWPPP has been developed in a manner that will assure compliance with the NYCDEC water quality standards and with the substantive intent of the SPDES General Permit GP-0-20-001 or its successor and 15 RCNY Chapter 19.1.

Construction work must only commence in MS4 areas upon issuance of NYSDEC permit identification number and NYCDEP Stormwater Construction Permit. In addition, an initial inspection must be conducted by the Qualified Inspector certifying that the appropriate control measures specified in the SWPPP have been adequately implemented to the satisfaction of the Resident Engineer (RE) and the OEHS Project Manager (PM). In areas serviced by CSS, Work must not commence until issuance of NYCDEP Stormwater Construction Permit and completion of initial inspection.

The Contractor will be responsible for maintenance of the PCSMPs during the period of construction and the period of guarantee. The Contractor will be responsible for allowing access to DDC and DEP Inspectors during the guarantee period. The Contractor will be responsible for preparing documentation for Stormwater Maintenance Permit Application which includes the final Operation & Maintenance (O&M) Plan with as-built drawings. The maintenance is outlined in Chapter 5 of the NYC Stormwater Manual; however, the Contractor will also be held to maintaining as directed in the design documents and as per the approved Stormwater Construction Permit. Also, should it be needed, the Contractor will be responsible for preparing the required documents for Lead Agency/landowner to use when renewing the maintenance permit every 5 years as outlined in the NYC Stormwater Manual. At the completion of the guaranty period and upon final approval, the City takes over the responsibility for maintenance.

9.30.4. DEVIATIONS AND AMENDMENTS.

A SWPPP that deviates from the NYCDEP and NYSDEC technical standards must have a section justifying any non-conformance. The justification must include, but not be limited to, the following:

- a. Statement of each deviation from State or City requirements;
- b. Statement of the reasons for each deviation and reasons for supporting adopted alternatives;
- c. Provide information which demonstrates that the deviation or alternative design is equivalent to the Technical Standards; and,
- d. Analysis of the water quality impacts.

In instances when the approved SWPPP is included in the Contract Documents, the Contractor is still responsible for reviewing the SWPPP, updating the Construction team contacts, identifying a need for any major or minor amendments and obtaining OEHS and NYCDEP Stormwater Permitting Unit approvals along with updating coverage under SPDES General Permit.

9.30.5. INSPECTION AND MAINTENANCE.

The Trained Contractor must provide regular inspection and maintenance of the ESC measures which were deployed as part of the Contractor's construction process. Site inspection and Maintenance of ESC must be implemented in accordance with Part IV of SPDES General Permit GP-0-20-001 (or most recent version). The Contractor will also be responsible for maintenance of the PCSMPs which are constructed throughout the construction and period of guarantee according to the requirements of Chapter 5 of the NYC Stormwater Manual or the requirements given in the design documents by the Designer. The Qualified Inspector is responsible to inspect the site at least once every 7-days to assure compliance with

the approved SWPPP. The Trained Contractor is also responsible for providing access to NYCDEP or City representatives to inspect the measures for proper maintenance.

9.30.6. CERTIFICATION.

The SWPPP (site logbook) must clearly identify a Trained Contractor for the Contractor and all the Subcontractors that will implement each measure identified in the SWPPP. The Trained Contractors identified in the SWPPP who perform professional services at the site must implement the provisions of the plan and provide certification of the SWPPP in accordance with the provisions of the, NYCDEP Stormwater Construction Permit, the Blue Book, and SPDES General Permit GP-0-20-001 or its successor. The Contractor and all Subcontractors must ensure that updates to construction operations, ESC/PCSMP practices, etc. are communicated/approved by DEP Stormwater Permitting Unit prior to proceeding with implementation. The Lead Agency/landowner is advised that the City must receive yearly certifications that PCSMP's are properly maintained and in support of that certification the Trained Contractor is required to provide a copy of inspections performed.

9.30.7. STABILIZATION.

Stabilization must be implemented in accordance with Part 1.B.1.b of SPDES General Permit GP-0-20-001 or its successor.

9.30.8. CONTRACTOR'S LIABILITY.

The Contractor will be liable for any discharge that either causes or contributes to a violation of water quality standards as contained in Parts 700 through 705 of Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York. Should any stormwater runoff from the site violate the water quality standards, the Contractor will be directed to take immediate steps, at the Contractor's own expense, to rectify the situation and prevent any further sediment from entering the storm sewer system. In the event that pollutants are discharged to the storm sewer system due to the Contractor's negligence, the RE will direct the Contractor to cease any or all construction activities contributing to the release of these pollutants. The Contractor will be held responsible, at the Contractor's own cost, for any and all necessary actions to remedy the damage.

Furthermore, failure of the Contractor and/or their Subcontractor(s) to strictly adhere to any permit requirements will constitute a permit violation that could result in substantial criminal, civil, and administrative penalties.

It is the Contractor's responsibility to pay all associated permit fees which includes the DEP Stormwater Construction Permitting Fees and SPDES permit fees. DEP Stormwater Construction Permits must be renewed every two years by submitting to DEP no less than 30 days prior to the permit expiration date and must be accompanied by a processing fee in the amount of \$1,000 dollars in addition to a \$2,000 dollar fee per acre of land disturbed or the applicable amount at the time of renewal. NYSDEC SPDES consists of the yearly regulatory fee, the initial authorization fee per acre of land disturbed and per acre of future impervious area. The Contractor is liable for all penalties incurred due to the Contractor's failure to pay these fees on time.

9.30.9. MEASUREMENT.

(A) STORM WATER POLLUTION PREVENTION (Lump Sum)

Payment will be made by lump sum.

Ten percent (10%) of the lump sum price bid will be paid when the SWPPP is "satisfactorily" furnished by the Qualified Professional and accepted by the Department.

Seventy percent (70%) will be paid in proportion to the percentage of construction completion.

Twenty percent (20%) will be paid when the construction and the guaranty period is complete, the Stormwater Maintenance Permit has been granted by NYCDEP, the Notice of Termination (NOT) is filed with NYSDEC, and all SPDES permit fees have been paid. For clarity, the Contractor must include the final twenty percent (20%) in the Contractor's requisition for substantial completion payment; however, this amount will be not payable until completion of the above specified requirements.

(B) STORM WATER POLLUTION PREVENTION (per Month)

The quantity to be measured for payment under this item will be the number of months (to the nearest 1/4-month increment) that the Contractor satisfactorily provides for the Storm Water Pollution Prevention in accordance with these specifications, including winter shut down, holiday embargo, and other work suspension periods for which the Contractor remains responsible for site maintenance. Measurement for this item will not begin until the NYCDEP Stormwater Construction Permit is granted and actual SWPPP work is started at the site.

9.30.10 PRICE TO COVER.

Payment will be made at the lump sum price or monthly price bid for the item , which includes, but is not be limited to, the cost of furnishing all the labor, materials, fees, permits and testing required to provide and construct all ESC devices in accordance with the approved SWPPP; providing a Qualified Professional/Inspector to design, report, inspect and monitor the Work; comply with NYCDEP and NYSDEC permitting requirements and all necessary incidentals to complete the Work in accordance with the specifications and the directions of the Engineer.

For PCSMPs the payment for inspection and permitting administration will be paid from the lump sum price bid for the item 9.30 Stormwater Pollution Prevention. However, the cost of labor, materials, and maintenance associated with PCSMPs will be paid under the relevant pay item for PCSMP construction.

Payment will be made under:

Item No.	Item	Pay Unit
9.30	STORM WATER POLLUTION PREVENTION	L.S.
9.30 B	STORM WATER POLLUTION PREVENTION	MONTH

SECTION HW-900-AVW – ALLOWANCE FOR ADDITIONAL VAULT RELATED WORK

HW-900-AVW.1. DESCRIPTION.

Under this item, the Contractor is required to perform unforeseen additional under sidewalk vault related work within the Project limits as shown on the Contract Documents, Specifications or as directed by the Engineer. The vault is directly under and within the limits of proposed sidewalk replacement. The additional vault related work may consist of some or all of the following:

- Relocate the existing services and utilities within the vault space.
- Determine the structural condition of all visible structural elements by a Structural Engineer licensed in the State of New York prior to start of construction.
- Perform additional survey for vault dimensions and elevations which will be tied into the existing project survey.
- Perform soil borings to determine soil properties and tests to determine bearing capacity of the existing structural members.
- Reclaim and/or fill in additional vaults that not identified in the contract documents.
- File with, and obtain approval from, the New York City Buildings Department for proposed vault disposition.
- Perform asbestos inspection, sampling and testing by a Certified Asbestos Investigator and make an assessment of the possibility that asbestos installations exist within the vaults
- Develop scope of work to gain access to inaccessible vault spaces.
- All other unforeseen vault related work.

HW-900-AVW.2. SPECIAL EXPERIENCE REQUIREMENT

The Contractor or subcontractor performing the Work under this Allowance 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 of vault work. Furthermore, the Contractor or Subcontractor performing the Work under this Allowance must have not less than seven (7) years' of continuous experience in the various structural operations required to abandon undersidewalk vault spaces, including but not limited to: excavation in confined areas, temporary structural steel and timber support systems, construction of reinforced concrete retaining walls, placing flowable fill material, providing continuous access to impacted properties, and any other related structural operations that may be required to complete the work.

HW-900-AVW.3. MATERIALS.

The Contractor must provide shop drawings signed by a Professional Engineer licensed in the State of New York and catalog cuts or other manufacturer documentation in order to verify new materials to be installed or constructed as directed and approved by the Engineer.

HW-900-AVW.4. CONSTRUCTION DETAILS.

The Contractor must take photos prior, during, and post construction of items being removed, relocated and constructed under this Allowance. The Contractor must organize photos with a key map / sketch for each property to the satisfaction of the Engineer.

Prior to performing any work under this Allowance, the Engineer will coordinate with the Contractor to define the scope of “additional vault related work” per each property impacted. The Contractor will then provide the Engineer an estimate to perform the agreed “additional value related work”. The Engineer will then review and once approved, direct the Contractor to begin work.

If during the course of the work, there is an unforeseen changed condition than wasn't documented in the scope of “additional vault related work”, the Contractor must stop work and notify the Engineer. All parties must agree to any changes to the original scope prior to restarting the additional vault related work.

The Contractor is responsible to complete the vault related work to the satisfaction of the Engineer.

HW-900-AVW.5. MEASUREMENT.

The fixed sum shown in the Bid Schedule for this item must be included in the total bid price; however, actual payment to the Contractor will be based in accordance with Article 26 of the Standard Construction Contract.

HW-900-AVW.6. BASIS OF PAYMENT.

The fixed sum shown in the proposal for additional vault related work must be considered the price bid for this item. The fixed sum is not to be altered in any manner by the bidder. Should the amount shown be altered, the new figures will be disregarded and the original price will be used to determine the total amount bid for the contract. The fixed sum amount is included in the bid solely to ensure that sufficient monies will be available to pay the Contractor for this work, which may be more or less than the fixed sum amount. No guarantee is given that the fixed sum amount will be fully or partly used.

Payment made under this item will be equal to the sum of all invoices per property submitted by the Contractor for this item, as approved by the Engineer.

The price must cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work as per the Engineer's approved scope of “Additional Vault Related Work”, and in accordance with the new design if applicable, the contract drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Description	Pay Unit
HW-900-AVW	ALLOWANCE FOR ADDITIONAL VAULT RELATED WORK	F.S.

S - PAGES

GENERAL AND SPECIAL PROVISIONS:

- (A) GENERAL PROVISIONS**
 - (B) HIGHWAY PROJECT SPECIFIC PROVISIONS**
 - (C) SEWER & WATER MAIN PROJECT SPECIFIC PROVISIONS**
 - (D) GREEN INFRASTRUCTURE PROVISIONS**
-

NOTICE

THE PAGES CONTAINED HEREIN (S-PAGES) ARE GENERAL AND SPECIAL PROVISIONS THAT MUST APPLY TO AND BECOME PART OF THE CONTRACT.

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PROVISIONS

ARTICLE	DESCRIPTION	PAGE NO.
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(A) GENERAL PROVISIONS

A. LINES AND GRADES. The Contractor must furnish lines and grades in accordance with Section 1.06.27 of the NYCDOT Standard Highway Specifications, except that survey controls established for this project may no longer exist and the Contractor will be required to re-establish the survey control information using official Borough Survey Control Monuments and Bench Marks, where they exist. The Contractor must check with Topographic Section of the Borough President's Office as to the reliability and accuracy of the data to be used for lines and grades.

B. SPECIFIC TRAFFIC STIPULATIONS. Under this contract, the Contractor must perform the work in strict accordance with the requirements of Section 6.70 in the Standard Highway Specifications, specific traffic stipulations as called for on the plans, Office of Construction Mitigation and Coordination (OCMC) Traffic Stipulations attached to the end of these Special Provisions, and the directions of the Engineer. In case of a conflict, the Engineer's decision will be final.

The Contractor must plan and schedule the work in order to accommodate all special events listed in the NYCDOT Special Events Annual Calendars. The calendars are available at the following link:

https://nycdot.sharepoint.com/:f:/s/publicshare/Ei2XN4G99_JFkdrtd_cJ0QBtSPr2xhVrApcqAs1KSLpeA?e=j276PF

In addition, the cost of compliance with requirements of the OCMC Traffic Stipulations, unless otherwise provided for, will be deemed included in the prices bid for all scheduled items..

C. HOLIDAY CONSTRUCTION EMBARGO. A special Holiday Construction Embargo will be in effect on the Friday of the week preceding Thanksgiving Day week from 6:00 AM to 11:59 PM and again from the Monday of Thanksgiving Day week from 6:00 AM through January 2, at 11:59 PM. Roadway and sidewalk construction activities will be restricted during the embargo period on the streets listed below*.

Any permits issued prior to the date of this notice, for work during this embargo period on the streets listed below* which do not already have the permit stipulation "410" are hereby suspended for the period noted above. All permittees must comply with this embargo unless a special waiver is granted by OCMC. Waiver requests must be filed at least thirteen days before Thanksgiving Day, in the Permit Office by filing a "Request for Roadway/Sidewalk Permits During "Embargo Periods" and submitting supporting documentation. Waiver requests should only be submitted for critical reasons for a specific project. If a waiver is granted, the applicant will be notified so they can apply for the approved permits. Waivers **are not** required for ongoing Building Construction Activity Permits which already include the "410" permit stipulation. Waiver request forms may be obtained at any Permit Office or on the Department of Transportation's website at:

<http://www.nyc.gov/html/dot/downloads/pdf/holidayembapp.pdf>

Prior to this embargo period all necessary measures must be taken so that all roadways and sidewalks are in proper condition to allow for the expeditious and safe movement of vehicular, bicycle and pedestrian traffic. Tool carts, cable reels, containers, and material stored on roadways must be removed during the embargo period.

The opening of utility access covers is prohibited on any of the streets noted below** between the hours of 6:00 AM and midnight unless the utility or Contractor files for an Emergency Authorization Number as required by Section 2-07 of the Department of Transportation's Highway Rules. The planned opening of utility access covers may occur during the hours of 12:01 AM and 5:59 AM where no authorization number is required.

Temporary restoration of the streets and sidewalks and removal thereof, if required for the Holiday Embargo period, will be paid for under the appropriate scheduled items.

No extension of time due to the shutdown period will be granted to the Contractor for completion of the work.

* Please note that this embargo only applies to NYCDOT construction permits.

** List of street and maps of the affected locations are available by borough on the Department of Transportation's website at: <http://www.nyc.gov/html/dot/html/motorist/trafalrt.shtml>

D. CONTRACT ITEMS THAT INCLUDE BACKFILL AS A PART OF THEIR WORK. The following will pertain to all contract items that have backfill as a part of their work: Backfilling will comply with Subsection 4.11.3 of the Standard Specifications and no additional payment will be made for any Highway or Street Lighting work item requiring Contractor to furnish additional fill material to meet these requirements when backfilling.

E. ACCELERATED PROJECT SCHEDULE AND COMBINATION OF STAGES. Contractor will plan and/or stage his/her work schedule using all hours/days available. Contractor is advised that all applicable unit prices will include, for the purpose of this contract, all overtime costs, premium time costs, shift differentials required to complete construction within the specified "Time(s) of Completion" stipulated in this contract.

Contractor will be permitted to accelerate this project, to combine stages and/or work sequences. Any such changes will be shown in the construction schedule, to be furnished in accordance with the General Provisions of the Standard Specifications.

F. DISPOSAL OF EXCESS EXCAVATED MATERIAL. All excess excavated material, with the exception of contaminated material, will become the property of the Contractor and will be properly disposed of away from the site, at the Contractor's expense. Contaminated material will be disposed of separately in accordance with contract requirements.

G. NO EXTENSION OF TIME FOR WINTER SHUT-DOWN. Where the Contractor's approved work schedule for installing sidewalk, curb, roadway base and/or pavement falls within the winter period of December 1st through April 1st, the Contractor will NOT be granted an extension of time for completion of this contract due to the winter shut-down period, unless otherwise provided in Schedule A.

H. PRIVATE UTILITY HARDWARE ADJUSTMENTS. will be performed by the owning utility company or its agent, at its expense. The Contractor must notify the utility company 72 hours prior to start of work at each location where its hardware requires adjustment.

I. SURVEY MONUMENTS. When working in the vicinity of survey monument the Contractor will hand excavate per Item 8.02 AB-S, 8.02 A and 8.02 B (as applicable), at City Survey Monuments, for a distance of five (5) feet around each monument, as directed by the Engineer.

J. RESTORATION OF ADJACENT AREAS. The Contractor will be required to remove all form work. In planting strip areas, the Contractor will be required to restore areas damaged as a result of the Contractor's operations, to the satisfaction of the Engineer, with sod. The Contractor will also, as directed by the Engineer, make safe adjacent areas to the Contractor's work, such as: restoring missing or damaged pavement markings that were removed or damaged as a result of the Contractor's operations (as per requirements of Section 6.44 in the Standard Specifications); resetting granite blocks in tree pits; and, applying binder mixture (Item 4.02 CA or as applicable) where badly broken sidewalk or curb may create a dangerous condition just outside his area of operation, where and when directed by the Engineer.

All restoration work must be performed to the satisfaction of the Engineer.

K. FLAGGERS. 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 will 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.

For projects that require compliance with the Davis-Bacon Act, wherever the Item No. "6.52" and words "flagger", "flagperson" and "flagman" are used in the contract documents and drawings it will mean the Item No. "6.52 FED" and the words "Uniformed Flagperson", respectively.

L. FUEL COST. The Contractor is notified that the fuel cost per gallon used in the formula under Sub-Article 26.2.8 of the Standard Construction Contract for Extra Work will be derived from the fuel price index for the United States East Coast published weekly by the United States Energy Information Administration ("USEIA"), and available on its website at <http://www.eia.gov/petroleum/gasdiesel/>. The USEIA-published cost per gallon for the applicable fuel on the East Coast for the week in which the first day of each calendar quarter during the contract term occurs (i.e., January 1st, April 1st, July 1st and September 1st) will be used in the reimbursement formula for all **Extra Work** invoiced that was performed during that calendar quarter. Should the USEIA stop publishing this fuel price index, the fuel cost per gallon will be determined by reference to a substitute index to be agreed upon by the Contractor and the City.

M. NYCDPR CONSTRUCTION PERMITS AND OTHER REQUIREMENTS.

1. At least thirty (30) days prior to the upcoming start of construction at or near the New York City Department of Parks and Recreation (NYCDPR) land, the Contractor is required to issue a notice to NYCDPR about the start of construction activity. At least 30 days in advance of the Order to Work Date, the Contractor must notify the New York City Department of Parks and Recreation (NYCDPR) of the upcoming start of construction by emailing interagency@parks.nyc.gov.

2. Parks Construction Permits are required for all work on Parkland. Construction Permits may also be required for work on sidewalks adjacent to Parks properties or other areas maintained by NYCDPR such as Greenstreets depending on the scope of work. It is the Contractor's responsibility to coordinate with Parks via email at interagency@parks.nyc.gov to establish whether Construction Permits are required for the contract scope of work.

3. The Contractor will not be permitted to store, stage, stockpile, barricade, lay down construction materials or equipment, or otherwise impede access to Parkland, Greenstreets, or sidewalks in the right-of-way fronting Park properties unless such permission is granted by NYCDPR via issuance of a Parks Construction Permit.

4. The Contractor must obtain the necessary Parks Construction Permit from NYCDPR prior to the start of work on Parkland or areas under Parks' jurisdiction. The Construction Permit application is found online at <https://www.nycgovparks.org/permits/construction>.

5. When no Construction Permit is required, the contractor must notify Parks at interagency@parks.nyc.gov at least one week in advance of any construction adjacent to Greenstreets or in the right-of-way fronting Parks properties to allow for coordination as needed.

6. The Contractor is responsible for the protection of any Greenstreets, sidewalks, and other landscape features under NYCDPR jurisdiction that are adjacent to or enclosed by the construction area, including hardscape, landscape, shrubs, and trees. Any areas and features disturbed or damaged during construction activity are the responsibility of the Contractor to restore and repair.

7. Many NYCDPR properties are indicated on the publicly accessible online mapping resource of the New York City Department of Information Technology and Telecommunications (DOITT) at <http://maps.nyc.gov/doitt/nycitymap/>. However, the map is not exhaustive, and Contractors should confirm Parks properties in the vicinity of their work with NYCDPR.

8. The Contractor must take necessary precautions to prevent interference with or damage to utilities or other facilities during construction. The cost of all work connected with maintaining and protecting utilities affected by the work be borne by the Contractor and the cost will be deemed included in the price bid for the various items in the contract.

9. In the event the Contractor damages an existing utility or interrupts utility service, the Contractor will immediately notify its owner and the Engineer and must commence repair/replacement work as instructed by the Engineer.

10. In the event the Contractor causes an interruption in utility service, the Contractor will immediately arrange for service to be restored and may not cease the repair work until service is restored. The Contractor will not continue work until the service is restored, unless otherwise directed by the Engineer. All corrective utility work will be acceptable to the engineer and the subject utility owner.

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

N. START OF CONTRACT WORK. The Contractor is notified that a Notice To Proceed (NTP) date will be issued for work to commence within 21 to 30 Days of Contract Registration.

O. STANDARD WORKING HOURS: In absence of OCMC Traffic Stipulations, Section 1.06.23 (P) of NYC DOT STANDARD HIGHWAY SPECIFICATIONS regarding standard working hours is to be followed is to be followed. Work performed outside the standard working hours must be pre-approved by NYC DDC.

P. TREE BARRIERS. The Contractor will furnish, install, maintain and subsequently remove temporary Protective Tree Barriers. Protective Tree Barriers will be Type B, unless otherwise directed by the Engineer, and will be constructed and installed as shown on the Protective Tree Barrier sketch in Department Of Transportation, Standard Highway Details Of Construction, Drawing No. H-1046A, as directed by the Engineer, and in accordance with Department of Parks and Recreation requirements.

Price of the tree barriers must be included in the in the unit prices bid for all scheduled items.

Q. UTILITIES. All utility locations and invert elevations are not guaranteed, nor is there any guarantee that all existing utilities, whether functional or abandoned within the project area are shown.

R. HOUSE CONNECTIONS. All existing house connections will be maintained and supported during construction. The Contractor will 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.

S. STREET LIGHT AND TRAFFIC SIGNAL. The Contractor is responsible for any damage to the existing street lighting and traffic signal equipment, including underground conduits and the safety of both pedestrian and vehicular traffic for the duration of the contract.

Should any conduits, cables or foundations need repair due to the Contractor's negligent operations during construction, all work will be performed according to NYCDOT Bureau of Traffic's Standard Drawings and Specifications and City of New York DOT System Engineering Specifications (dated November 2013) at the sole expense of the Contractor.

It is the Contractor's responsibility to secure an approved electrical Contractor to perform all traffic signal work (if any). For list of approved electrical Contractors, contact Mr. Hasib Amini or James Celentano, New York City Department of Transportation at (212) 839-3386/ (212) 839-3129.

T. SAW CUT. The Contractor is advised that where the existing roadway pavement is designated to be replaced from curb to curb, then no full depth saw cutting of pavement for sewer and water main trenches will be required, except at the limits of full width pavement restoration. No separate or additional payment will be made for any saw cutting.

U. PRE-CONSTRUCTION STAGE. The Contractor is advised that the Base Contract Duration (consecutive calendar days "ccds") must also include pre-construction stage from the Notice To Proceed date. During this stage the Contractor is required to submit the necessary shop drawings, obtain all permits and submit the health and safety plan for review and approval. The Engineer's field office will also need to be established during this pre-construction stage period. Failure to comply with the pre-construction stage requirements may result in assessing liquidated damages to the Contractor for everyday beyond the pre-construction stage duration. The liquidated damage will be of equivalent value as identified in the Schedule A for work beyond the construction completion date.

V. EXISTING SEWERS, WATER AND APPURTENANCE. The Contractor is notified that at some locations there may exist sewers, manholes, water mains, etc., which are to remain undisturbed and are in close proximity to the line of the proposed work. The Contractor exercise extreme care, minimize the trench width of the proposed sewers and take all necessary precautions in placing sheeting and during excavation of the trenches to prevent any damage to the existing structures, pavement, curbs, and sidewalks that are to remain while working adjacent to them. The Contractor maybe restricted to use wood sheeting at certain critical locations as directed by the Engineer. Should any damage occur to any portion of the existing structures that are to remain due to the Contractor's operations, the Contractor will make all repairs to the existing structures to the satisfaction of and as directed by the Engineer. The cost of such repair will be borne by the Contractor, at no cost to the City. Additional cost to use wood sheeting specifically to ensure integrity of existing sewer structures will be deemed included in all bid items for work.

W. RECONNECTING EXISTING SEWERS TO NEW MANHOLES. If there are locations on the contract plans, where the Contractor is required to reconnect all existing sewers to the proposed manholes in this contract. The said manholes will be fabricated to provide openings for the existing sewers at the specified invert elevations as shown on the contract drawings. The cost of reconnecting existing sewer pipes to new manholes, including concrete collar with steel reinforcements and/or grouting around the existing sewer pipes at the openings and all work necessary to complete the pipe reconnection, to the satisfaction of the Resident Engineer will be deemed included in the prices bid for all items of work. No additional payment will be made.

***[ARTICLE "X" IS ONLY APPLICABLE IF ITEMS FOR VIBRATION MONITORING
ITEM NO. 76.31 IS IN THE BID SCHEDULE]***

X. VIBRATION MONITORING. In case of structures requiring vibration monitoring, the Contractor, in addition to Continuous Real Time Monitoring for Vibrations as determined in the Construction Report must provide Continuous Real Time Monitoring for Vibrations of existing buildings/structures adjacent to or in the proximity of different types of construction activities being conducted including, but not limited to, installation of sheeting for construction of proposed water and sewer mains, installation of sheeting for excavation of jacking/receiving pits, direct jacking of sewers, piling work or as directed by the Engineer.

Y. CITY ASSETS. 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 will be replaced in kind and as directed by the Engineer. The cost of such work will be deemed included in the prices bid for all items of work under this contract.

[ARTICLE "Z" IS ONLY APPLICABLE FOR WATERMAIN 24-INCHES AND HIGHER]

Z. "AS-BUILT" DRAWINGS FOR WATER MAINS AND APPURTENANCES 24-INCHES (600-MM.) AND LARGER: Upon the completion of the work for each Capital Project and as a condition precedent to obtaining the certificate for Substantial Completion for each Capital Project under Article 44 of the Contract, the Contractor will furnish "As-Built" drawings for water mains and appurtenances 24-inches and larger to the City. The Contractor will prepare and submit the "As-Built" record drawings to the Engineer for approval. Approved "As-Built" drawings will be delivered to the Department of Design and Construction, 30-30 Thomson Avenue, Long Island City, New York, 11101-3045. The following guideline is provided for the preparation of "As-Built" record drawings:

1. The Contractor will prepare the "As-Built" drawings on AutoCAD and will provide to the City two (2) sets of Mylar and AutoCAD files on a CD. The drawings on CD's and the plotted Mylar's will conform to the standard size of 22" x 36" (559-mm. x 914-mm.) using a 1"=30' (1:360) horizontal and 1"=10' (1:120) vertical scale. The Mylar will be 3-mil in thickness.

2. The "As-Built" drawings will include but not be limited to the following guidelines summarized below:

(a) Drawings will consist of the same legend and layout of title boxes shown on the contract drawings.

(b) Each plotted Mylar drawing will contain the signature and stamp of the Contractor's NYS Professional Engineer/Registered Architect.

(c) The drawings will include:

- street name and crossing street(s) or distance from;
- north arrow;
- property lines and widths;
- legal and existing street widths, street alignment and grades;
- "new" curb lines and widths;
- water main center line measured off the "new" curb line;
- horizontal stationing for all valves, hydrants, outlets, blow-offs, house service connections, etc., measured on a horizontal line as established by the Borough Office Bureau of Topographic;
- alignment and appurtenance location stationing, and deflection angles;
- cover and elevations (Datum used will be that of the Borough where work is located);
- location of pipe joints;
- profile of all piping;

- complete details of all outlet piping roundabouts;
- complete details of all blow-off connections to the sewer;
- complete details of all air cocks;
- location of taps and access manholes;
- location of all cathodic protection stations;
- Venturi sensing lines plans and profiles;
- all appropriate notes.

3. The cost of preparing and submitting "As-Built" approved drawings will be deemed included in the prices bid for all scheduled bid items in the contract. No separate or additional payment will be made for this work.

AA. NO ADDITIONAL PAYMENT. The Contractor is advised that any fences, guardrails, boulders, asphalt walkway of the park, fixtures, other encumbrances removed within project limits during construction will be replaced in kind to the satisfaction of the Engineer. The cost of such work will be deemed included in the prices bid for all contract items of work and no additional or separate payment will be made.

AB. SHEETING AND EXCAVATION AT TRANSIT FACILITIES. In case of transit facilities like MTA, LIRR, METRO NORTH etc., the Contractor will exercise extreme caution and take all necessary precautions in placing sheeting and excavation to prevent any damage to the existing underground or overhead structures and its appurtenances during construction work throughout the project area. The Contractor must take full responsibility to protect the said structures and its appurtenances and any damage caused by the Contractor's operations must be made good by the Contractor to the satisfaction of the Engineer at no additional cost to the City.

The Contractor must submit shop drawings to the Transit facilities showing all the details and methods of construction, such as, sheeting and bracing, including the Contractor's procedure and sequence of construction, supporting and/or protection of the existing structures and its appurtenances, with necessary design calculations for approval prior to starting of the construction. The design will be made by a New York State Licensed Professional Engineer skilled in this type of construction and as further evidenced by the imprint of Professional Engineer's seal and signature on all drawings. The cost of this work will be deemed included in the price bid for all items of work under this contract.

AC. ARCHAEOLOGICAL DISCOVERIES. The Contractor is notified that if requested by the Resident Engineer and the City, the Contractor will be required retain the services of an Archaeologist (the "City's Archaeologist") for this project.

The City's Archaeologist will be notified in advance and will be present on site during sub-surface excavations as deemed necessary. The City's Archaeologist will be authorized to halt construction at any time in order to record and/or recover any archaeological resources encountered during excavations, and to stabilize in place any human remains encountered.

For the purpose of evaluating and recording archaeological resources, the City's Archaeologist will be allowed to enter trenches provided all standard safety requirements are met. It is understood that some construction down time may be necessary.

In the event that human remains, and/or other significant archaeological deposits are encountered during construction or archaeological investigations, Landmarks Preservation

Commission (LPC) will be notified as directed by the City's Archaeologist and the State Historic Preservation Office (SHPO) requires that the following protocol is implemented:

1. At all times human remains must be treated with the utmost dignity and respect. Should human remains be encountered work in the general area of the discovery will stop immediately and the location will be immediately secured and protected from damage and disturbance.
2. Human remains or associated artifacts will be left in place and not disturbed. No skeletal remains or materials associated with the remains will be collected or removed until appropriate consultation has taken place and a plan of action has been developed.
3. The County coroner and local law enforcement as well as the SHPO and the involved agency will be notified immediately. The coroner and local law enforcement will make the official ruling on the nature of the remains, being either forensic or archeological. If the remains are archeological in nature, a bio-archaeologist will confirm the identification as human.
4. If human remains are determined to be Native American, the remains will be left in place and protected from further disturbance until a plan for their protection or removal can be generated. The involved agency will consult SHPO and appropriate Native American groups to determine a plan of action that is consistent with the Native American Graves Protection and Repatriation Act (NAGPRA) guidance.
5. If human remains are determined to be Euro-American, African- American, etc., the remains will be left in place and protected from further disturbance until a plan for their avoidance or removal can be generated. Consultation with the SHPO and other appropriate parties will be required to determine a plan of action.

Should extra work be ordered by the Resident Engineer as a result of any archaeological discoveries, it will be paid for from the Fixed Sum included in, and in accordance with Item HW-908 Allowance for Extra Work Due To Archaeological Discoveries.

AD. USE OF CITY WATER. Please refer to NYCDOT STANDARD HIGHWAY SPECIFICATIONS (May 16, 2022), Sub Section 1.06.23 (A), Rules, Laws, and Requirements, for use of City water.

AE. PUBLIC DISSEMINATION OF INFORMATION. The Contractor agrees to hold confidential, both during and after the completion or termination of this Contract, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Contract. The Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that such reports, information, or data will not be made available to any person or entity without the prior written approval of the Commissioner. The obligation under this Section to hold reports, information or data confidential will not apply where the Contractor is legally required to disclose such reports, information or data by virtue of a subpoena, court order or otherwise ("disclosure demand"), provided that the Contractor complies with the following: (1) the Contractor will provide advance notice to the

Commissioner, in writing or by e-mail, that it received a disclosure demand for such reports, information or data and (2) if requested by the Commissioner, the Contractor will not disclose such reports, information or data until the City has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such reports, information, or data. The previous sentence will not apply if the Contractor is prohibited by law from disclosing to the City the disclosure demand for such reports, information or data.

The Contractor will restrict access to confidential information to persons who have a legitimate work-related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Contract.

The Contractor, and its officers, employees, and agents will notify the Commissioner, at any time either during or after completion or termination of this Contract, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Contract at least twenty-four (24) hours prior to any statement to the press or at least five (5) business days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Section.

At the request of the Commissioner, the Contractor will return to the Commissioner any and all confidential information in the possession of the Contractor or its Subcontractors. If the Contractor or its Subcontractors are legally required to retain any confidential information, the Contractor will notify the Commissioner in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. The Contractor will confer with the Commissioner, in good faith, regarding any issues that arise from the Contractor retaining such confidential information. If the Commissioner does not request such information, or the Law does not require otherwise, such information will be maintained in accordance with the requirements set forth in the Contract Documents.

AF. PRICES TO INCLUDE. No direct payment will be made for costs incurred in complying with the foregoing Special Provisions, unless otherwise provided. Said costs will be deemed to have been included in the prices bid for all the scheduled contract items.

(B) HIGHWAY PROJECT SPECIFIC PROVISIONS

1. SPECIAL EVENTS. Where the Contractor is notified of a Special Unscheduled Event, such as a civic parade or other official activity, party, etc., then the Holiday Embargo restrictions under Article C, above, shall apply. Temporary restoration of the streets and sidewalks and subsequent removal, if required, for those Special Unscheduled Event periods will be paid for under the appropriate scheduled items 4.02 CB and 6.02 AAN and the Contractor will be granted an extension of time, for the completion of the work, equal to the duration of the ordered shutdown.
2. THE CONTRACTOR IS NOTIFIED that should human remains be encountered during the course of work, the work must be stopped immediately pending the Office of Chief Medical Examiner and the New York Police Department notification and review.
3. VALUE ENGINEERING CHANGE PROPOSAL (VECP)

A. Purpose and scope. The purpose of a Value Engineering Change Proposal (VECP) is to encourage the use of the Contractor's ingenuity and experience in arriving at alternative construction designs, methods, and procedures that result in a lower direct cost to accomplish a contract requirement. It is the intent of this provision to share with the Contractor any substantial direct cost savings which may be generated as a result of a VECP offered by the Contractor and approved by the Engineer. A VECP is a Contractor-initiated change request. If approved, the changes and payments will be authorized through the change order process. Before a VECP can be implemented, it must pass through three approval processes: conceptual approval, formal approval, and change order approval. To expedite the review process, the Contractor has the option of jointly submitting the conceptual VECP and the formal VECP for simultaneous review. If the VECP receives formal approval, as part of the change order process the Contractor may request that the Engineer consider granting advanced authorization of extra work.

The VECP should produce direct cost savings to the City and the public without, in the sole judgment of the Engineer, impairing essential functions and characteristics of the facility including but not limited to service life, economy of operation, ease of maintenance, desired appearance, and safety. The Contractor, when developing a VECP, shall address the designer's objectives, environmental permit requirements and regulations, commitments made to the public to mitigate the impact of construction, and other such concerns.

The "direct cost savings" is the difference of the "construction savings" generated by implementing the VECP minus reasonable "design costs" associated with the VECP. The "construction savings" is the difference between what it would cost to complete all the contract work without implementing the VECP and the cost to complete all the contract work if the VECP is implemented. This includes any changes to quantities or unit prices across the entire contract if affected by the VECP. If the estimated cost to complete all the contract work without implementing the VECP differs from the contract bid amount for the work, supporting documentation to explain the variance shall be provided. Reimbursable "design costs" are specific to engineering changes (examples: design changes, plan sheet revisions, and quantity estimating). Expenditures toward proposal preparation (examples: scheduling, documentation, cost analysis, material research, etc.) are not reimbursable.

Indirect cost savings (time, user delay, railroad force account costs, inspection costs, etc.), although considered when reviewing the merits of the VECP, are not reimbursed. A VECP may alter the progress schedule and milestone dates, which in turn could affect time-related contract provisions.

Proposals that reduce the time to complete the contract, and only result in indirect cost savings, may be accepted based on the mutual benefit derived. These proposals will be evaluated in accordance with sub-provision F. Time Savings, below.

B. Submittal of Conceptual VECP. A conceptual proposal is required for all VECP. It should outline the general technical concepts associated with the VECP and the estimated direct cost savings which may result. Upon review by the Engineer, one of the following actions will be taken:

- Conceptual approval and a request for the Contractor to submit a formal VECP.
- Request for additional information.
- Rejection of the VECP.

The Contractor shall submit an original and three copies of the conceptual VECP to the Engineer along with any additional information requested by the Engineer. The conceptual VECP should contain sufficient information for concept review and evaluation, including the following as a minimum:

1. Conceptual VECP Summary. A summary of the VECP identified as "Conceptual VECP" which includes:
 1. Short title (description) of the VECP (10 or less words).
 2. Contract information (Contract ID number, contract description, contractor).
 3. Original total contract bid price.
 4. Estimated contract cost. This may be different from the original total contract bid price due to addition or alteration of work (i.e., the estimated cost to complete the work if the VECP is not implemented). The Engineer must concur with the estimated contract cost.
 5. Estimated contract cost if the VECP is implemented (excludes VECP design cost and any VECP construction savings reimbursement).
 6. Estimated VECP construction savings (Item d. minus Item e.).
 7. Estimated VECP design cost (Not all VECP will have design cost).
 8. Estimated direct cost savings due to the VECP (Item f. minus Item g.).
 9. Fifty percent of the estimated direct cost savings (This should equal the overall savings to the City).
 10. Estimated total adjusted contract cost if VECP is implemented (includes VECP savings and design cost reimbursements).
 11. The type of VECP (either "Cost Savings" or "Time Savings Only").
 12. Date by which the authorization of extra work (change order) must be granted.
 13. Identification of any new or existing contract pay items requiring agreed prices.
 14. Identification of any materials with long lead times (to order, fabricate, deliver, etc.) that may require purchase authorization from the Engineer prior to formal approval/disapproval of the VECP, or may delay the implementation of the VECP. Identify any date by which authorization to order these materials must be received without affecting the progress schedule.
 15. A basic description of the VECP and associated benefits and impacts (progress schedule, environmental, maintenance & protection of traffic, quality, etc.).

2. Conceptual Plans. Conceptual plan drawings.
3. Design Criteria. If the VECP proposes design changes, supporting technical design criteria shall be provided.
4. Schedules.
 - a. The most recently approved baseline progress schedule.
 - b. The most recently approved construction progress schedule update.
 - c. A draft, proposed, revised progress schedule illustrating the impacts of the VECP. The schedule shall identify: (1) the time required to develop a formal VECP; (2) the time required to order, fabricate, and deliver materials with long lead times; (3) the time required to obtain any environmental permits or other required approvals; (4) any anticipated progress schedule changes (contract completion date, milestone dates, task durations, etc.); (5) the latest date by which authorization of the VECP extra work must be granted without affecting the schedule.

The draft progress schedule should provide a sufficient level of detail upon which the reasonableness of the VECP can be determined.

Should the Engineer find that insufficient time is available for review and processing, it may reject the VECP solely on such basis. If the Engineer fails to respond to the VECP by the date specified, the Contractor will consider the VECP rejected and will have no basis for a dispute against the City as a result thereof. The Engineer may accept a VECP that requires a contract time extension if sufficient cost savings are anticipated.

5. Estimate of costs. The conceptual VECP estimate of costs should include sufficient information to determine the reasonableness of the VECP. If the proposal requires the ordering of materials, the Contractor needs to provide documentation from the suppliers to justify the cost of the materials.
6. Previous Use or Testing. A description of any previous use or testing of the VECP on another City contract or elsewhere, the conditions and results therewith. The Contractor shall submit the technical aspects of the VECP in sufficient detail so the Engineer can determine the suitability of the VECP from an engineering perspective. If the technology is new, test information shall be provided to the Engineer's satisfaction. If a similar VECP was previously submitted on another City contract, indicate the date, contract number, and the action taken by the City.

C. Submittal of Formal VECP. Upon notification by the Engineer that the conceptual VECP is approved and a formal VECP is necessary, the Contractor will submit to the Engineer an original and three copies of the following materials and information for each formal VECP along with any additional information requested by the Engineer:

1. Formal VECP Summary. A summary of the VECP, identified as "Formal VECP", which follows the conceptual VECP summary format and information requirements (Information and estimates may have changed since the conceptual VECP).
2. Complete Plans and Specifications. Complete plans and specifications, which meet City standards, showing the proposed changes relative to the original contract features and requirements. The City requires a Professional Engineer's stamp and signature on any significant engineering changes.
3. Field Change Sheets. Field change sheets and/or shop drawings. If the VECP results in a field change, and those items affected require the submission of shop drawings, the shop drawings will not be accepted unless accompanied by corresponding field change sheets.

- a. Documents shall be developed in compliance with City requirements. The City requires a Professional Engineer's stamp and signature on any significant engineering changes.
4. Schedules. The same information requirements as for the conceptual VECP apply, except that a formal, proposed, revised progress schedule is required.
5. Cost Analysis. A complete cost analysis indicating quantity changes, unit price changes, and new contract pay items. As a minimum it shall include:
 1. An itemized comparison of estimated costs to complete all the contract work with implementing the VECP and without implementing the VECP.
 2. Proposed unit prices for any new contract pay items introduced by the VECP and appropriate documentation for review under the Agreed Price process.
 3. Proposed unit prices for any existing contract pay items for which agreed prices are sought due to a significant change in character of work (quantity or complexity). Appropriate documentation for review under the Agreed Price process is required.
 4. The cost of any items with long lead times (e.g., materials ordered) required after conceptual approval and before final approval shall be identified.
 7. Differences. Full descriptions of the difference between the existing contract requirements and the proposed changes, and the comparative advantages and disadvantages of each, including considerations of service life, economy of operation, ease of maintenance, traffic flow, safety, desired appearance, progress schedule, and any increase/reduction of environmental impacts.
 8. Technical Presentation. The Contractor may be required to conduct a technical presentation as part of the review process.
 9. Cost Documentation. All formal VECP costs submitted shall be supported by documentation as required by Article 26 of the Standard Construction Contract.

The Engineer will not formally approve any VECP until all required VECP documentation has been submitted and is acceptable to the Engineer.

A formal VECP may be submitted concurrently with the conceptual VECP, however, the Contractor assumes any costs associated with the formal VECP at its own risk. Reimbursable costs will be considered only if the conceptual VECP is approved. Clearly identify whether a VECP is being submitted for conceptual approval, formal approval, or both.

Once a formal VECP has been approved, the VECP will then be submitted as a change order and processed accordingly. The Contractor is responsible for submitting all appropriate information to the Engineer in a timely manner.

D. Conditions. The Contractor shall not base any bid prices on the anticipated approval of a VECP and should recognize that any VECP may be rejected. The following terms and conditions apply to VECP:

1. A VECP will only be considered after the contract is awarded.
2. A VECP applies only to the contract for which it was submitted. One VECP shall not be submitted for multiple contracts. Approval or disapproval of a VECP on one contract does not guarantee approval or disapproval on another contract.
3. The VECP becomes the property of the City and will contain no restrictions imposed by the Contractor on its use or disclosure. The City will have the right to use, duplicate, and disclose in whole or in part any data necessary for the utilization of the VECP. The City retains the right to utilize any accepted or rejected VECP or part thereof on any other project without any obligation to the Contractor.

4. Approval of the conceptual VECP in no way obligates the Engineer to approve the formal VECP. The Contractor will have no claim against the City as a result of the rejection of any such conceptual or formal VECP except as otherwise provided in Sub-Provision E.4, below.
5. When the Engineer is in the process of making design and specification revisions and a Contractor submits a VECP with similar revisions, the Engineer will reject the VECP and proceed without any obligation to the Contractor.
6. A VECP will be considered only if reasonable, cost-effective options are not provided in the contract documents.
7. The Engineer will be the sole judge as to whether a VECP qualifies for consideration and evaluation. It may reject any VECP that requires excessive time or costs for design review, evaluation, and/or investigations. The Engineer will be the sole judge in determining if the proposed VECP will result in a sufficient amount of direct or indirect cost savings to offset the City's effort to review the VECP.
8. A VECP shall be consistent with DDC's design policies and basic design criteria, provide the same service life or more, facilitate economy of operations, ease of maintenance, and achieve the desired appearance and safety.
9. A VECP will not be allowed that changes the type and/or thickness of the pavement structure and material, or solely substitutes one material for another. Examples of materials that may fall into this inappropriate substitution situation are drainage pipes, coatings, pavement markings, etc. The simple elimination of work does not necessarily constitute a VECP, however, a VECP which introduces a simple material substitution, or elimination of work, may be considered if it is accompanied by a design change or change in the construction method. A simple material substitution which introduces a new material to the DDC may be also considered.
10. The VECP will not be experimental in nature, but will have been proven to the Engineer's satisfaction under similar or acceptable conditions on another City contract or at another location acceptable to the Engineer.
11. If the Engineer requires any additional information to evaluate the VECP, this information shall be provided in a timely manner. Unless otherwise mutually agreed upon, failure to do so will result in the rejection of the VECP. An incomplete or a poor quality VECP which hinders the Engineer's review may also result in the rejection of the VECP.
12. The Contractor shall encourage submissions of VECP from an approved subcontractor, provided that reimbursement is made by the City to the Contractor and that the terms of payment to the Subcontractor are satisfactorily negotiated and accepted before the VECP is submitted to the Engineer. Subcontractors may not submit a VECP except through the Contractor.
13. A VECP approved by the Engineer is considered to be a revision to the contract documents and progress schedule. Consequently, if unsatisfactory results are being achieved or adjustments are necessary during implementation of a VECP, the rejection of work, removal of work, addition of work, or revision of work shall be evaluated in accordance with the Contract requirements.
14. All contract pay items and quantities referenced in the VECP construction savings analysis shall be Engineer-approved contract provisions. Any extra work, inclusion of an omission of work, or other field changes shall be authorized prior to use in VECP savings calculations.

15. No work related to a VECP will be performed under allowance items. Agreed prices must be reached for any contract pay items related to the VECP before the VECP is approved. If the Contractor is deemed to have taken reasonable diligence in determining the work involved but if during the construction of VECP work a significant change in the character of work occurs, the Engineer may consider new agreed prices.
16. The Contractor will receive written notification from the Engineer when the VECP is approved. Material orders placed prior to VECP approval shall be submitted at the Contractor's risk.
17. Once a VECP has been approved, the VECP will then be submitted as a change order and processed accordingly. The Contractor is responsible for submitting all appropriate information to the Engineer in a timely manner.

E. Payment. If the VECP is accepted by the Engineer, the changes and payments will be authorized through a change order. Reimbursement to the Contractor will be made as follows:

1. A VECP introduces two individual payments, one for VECP construction savings, and one for VECP design cost. The contract pay item changes along with the VECP construction savings and design cost reimbursements to the Contractor should be submitted in one change order.
2. The City will pay to the Contractor 50% of the VECP construction savings. The VECP construction savings is the difference between the actual contract costs with the VECP implemented and a detailed estimate of what it would have cost to complete the contract work without implementing the VECP, based on final construction. If final construction savings differs from the amount estimated in the formal VECP, an adjustment may be made and included in another change order. The VECP construction savings reimbursement to the Contractor will not be paid until the VECP work has been completed (progress payments on the completed VECP work are allowed). The Engineer may withhold all or a portion of the payment for the Contractor's share of the VECP construction savings until the final contract accounting. In the event that at final contract accountings the implementation of VECP actually results in no construction savings, then the Contractor will receive no VECP construction savings payment.

The Engineer is the sole judge in deciding the construction savings due to the implementation of the VECP. The Engineer will withhold VECP construction savings reimbursement until the Contractor supplies all required VECP documents.

3. If a design cost is submitted for a VECP, the City will pay to the Contractor a 50% share of the Contractor's reasonable cost for design incurred after conceptual VECP approval. If the design cost submitted for the Engineer's approval is deemed unreasonable, only 50% of the design cost deemed to be reasonable will be reimbursed. Not every VECP will have a design cost associated with it. The Engineer is the sole judge in determining the reasonableness of the design cost. Reimbursable design costs are for engineering changes. Preparation and submission of the proposal (e.g., savings analysis, progress scheduling, etc.) are not considered design costs and are not reimbursable. Reimbursable VECP design may be performed by a consultant or directly by the Contractor. The Contractor shall not be charged for, nor can the Contractor claim, any VECP design performed by the City.

The design cost shall be submitted as a lump sum item with supporting documentation. The supporting documentation shall include itemized direct salary costs (rates & hours), overhead (only for consultant design), and direct non-salary costs. Payment for direct salary costs and overhead will be limited to the current City reimbursement policies for Consultant Engineering agreements.

For consultant design, reasonable overhead on the direct technical salaries will be reimbursed. For Contractor design, overhead is not reimbursable for direct salary costs.

Overhead shall not be charged for direct non-salary costs whether incurred by the Contractor or by a consultant. Payment for direct non-salary costs will be made at actual cost paid. Although for certain direct non-salary costs (lodging, meals, mileage) the rates must meet the requirements of Comptroller's Directive 6.

The subtotal of direct salary costs, overhead, and direct non-salary costs shall be considered a "professional service fee" and reimbursed in accordance with §109-05B.3. Service Charges. A maximum 5% for the Contractor's contract supervision and overhead is allowed, in addition to any overhead submitted for consultant direct salary costs. All design costs are subject to audit.

Additional supporting documentation (receipts, time sheets, etc.) shall be supplied in a timely manner if requested by the Engineer.

In the case of a formal VECP being jointly submitted with the conceptual VECP, the City will pay to the Contractor a 50% share of the Contractor's reasonable cost for design specific to the development of the formal VECP (nothing toward the conceptual VECP) if the conceptual VECP is approved.

4. In the event of the Engineer's conceptual approval of a direct cost savings VECP, and the Contractor is directed to proceed with the VECP implementation steps and final approval is not reached, regardless of whether due to the actions of the City or the Contractor, 50% of the total reasonable design costs will still be reimbursed to the Contractor. If "advance" written approval was given to proceed with the work, procure materials, and begin fabrication; and rejection occurs, the work and fabrication costs will be reimbursed in accordance with the Standard Construction Contract. Only those materials not incorporated and unique to the contract (i.e., not restockable) will be evaluated for payment.
5. There will be no reimbursement for any costs incurred for the conceptual VECP or prior preparations.
6. If more than one VECP is approved for a contract, construction savings and design costs shall be tracked separately for each VECP.
7. When multiple submittals of information for a VECP are required to satisfy the information needs of the conceptual or formal VECP procedure, and contract timing will be negatively impacted before review and subsequent approval can be given by the Engineer, then the VECP may be rejected. In such cases, there will be no claim by the Contractor for design costs or loss of anticipated savings and/or profits.
8. VECP payments only involve direct savings or costs. Indirect savings or costs (time, user delay, contract delay, etc.) are not included in VECP payment calculations. The calculations of VECP payments are independent from the payments or penalties for contract time related issues.

If a VECP revises the progress schedule, the contract milestones upon which time related provisions are based may be affected. Time savings resulting from a VECP may be realized in a time related contract provision. Conversely, if a VECP negatively affects a progress schedule, time related contract provisions may be negatively affected.

F. Time Savings. The Engineer will consider proposals that result in time savings and at the same time may increase the cost of the contract. The Engineer will be the sole judge as to whether the benefits of completing the contract or a phase before the scheduled completion date or milestone offsets any increase in cost. These submittals, while not constituting a Value Engineering Change Proposal, will be reviewed using the VECP approval process. In addition to information required in Sub-Provision B, "Submittal of Conceptual VECP" above and Sub-Provision C, "Submittal of Formal VECP" above, the Contractor shall provide the Engineer the anticipated amount of time to be saved and sufficient information to enable the Engineer to calculate and evaluate the cost benefit of the

savings in user delay. Time savings generated by the VECP may be claimed under an existing time related contract provision. If the time savings VECP increases the cost of the contract, the additional cost shall not be subtracted from any time related contract provision payments.

G. Significant Changes. Once a VECP is approved, any future significant change is no longer based on the original contract bid conditions (quantity, nature or kind of a material involved), but rather on the conditions as adjusted by the VECP (adjusted quantities, anticipated site conditions and materials, etc.).

All significant changes shall be agreed upon prior to formal VECP approval. If after formal VECP approval, an unforeseen change in the VECP work causes a significant change in the character of work, quantities and prices may be adjusted and the VECP savings shall be adjusted accordingly.

4. PEDESTRIAN MANAGERS. Under this contract, professionally trained Pedestrian Managers shall be provided in order to properly maintain the flow of pedestrian traffic at all locations where construction operations, construction vehicles and equipment, and temporary traffic patterns related to the construction operations require positive temporary pedestrian traffic control, as specified in the contract documents and as ordered by the Engineer.

The Contractor shall provide Pedestrian Managers with a uniform readily identifiable to the traveling public. Pedestrian Managers should wear retro-reflective traffic vests, as described in the MUTCD. Other equipment can include gloves, a hat, a whistle, and a two-way radio if deemed necessary by the Engineer. Each Pedestrian Manager will be equipped with all items necessary to carry out their assigned duties.

All Pedestrian Managers shall be English speaking and adequately trained in pedestrian management operations by a recognized training program such as that provided by the American Traffic Safety Services Association, the National Safety Council, unions or construction industry associations, or by an individual who holds a current certification as a training instructor from such a program.

Prior to the start of pedestrian management operations, the Contractor shall provide to the Engineer a list of certified Pedestrian Managers to be used in the contract, identifying the source of each individual's training. When requested by the Engineer, Pedestrian Managers shall demonstrate their competency in pedestrian management procedures. Pedestrian Managers not competent in such procedures to the satisfaction of the Engineer shall be retrained or replaced at once.

The quantity to be measured for payment shall be the number of person-hours of Pedestrian Manager service actually performed, as authorized by the Engineer. Laborers who are not full-time Pedestrian Managers will not be measured for payment as a Pedestrian Manager under this or any other item. Each Pedestrian Manager shall be required to work a minimum of eight hours a day and the Contractor will be given a minimum of 12 hours advanced notice by the Engineer as to when to furnish a Pedestrian Manager.

Direct payment will be made for Pedestrian Managers by Item No. 6.52 FED – Uniformed Flagperson. The contract price per person-hour shall cover the cost of all labor, materials, and equipment necessary to employ a Pedestrian Manager, and equip him/her with safety vests, hats, whistles, and signaling devices, including all other incidental costs necessary to control and detour pedestrian traffic, as shown on the Contract Drawings.

The following Subsections 5 is required for all the projects with
Pedestrian Ramps construction.

5. INSPECTION FORM / TECHNICAL INFEASIBILITY FORM (TIF).

- a. Prior to the determination of Substantial Completion for the Project, all locations constructed under this Contract must be substantially completed and accompanied by an approved PRISM inspection form and where applicable, approved technical infeasibility form(s).
- b. The approved PRISM inspection form will be the determination made by the Engineer informing the contractor that the pedestrian ramps are accepted or rejected as non-compliant with Contract Specifications and thereby instructing the contractor to reconstruct the rejected pedestrian ramps at no cost to the City.
- c. If a rejected pedestrian ramp can be justified as built to the maximum Extent Technically Feasible, as defined by the United States Access Board, then the Contractor must submit a completed Technical Infeasibility Form (TIF) no later than two (2) weeks after construction and submit it to the Engineer for approval. All TIFs submitted to the Engineer must be signed and sealed by a licensed Professional Engineer registered in New York State. No separate payment will be made to the Contractor for services of Professional Engineer and the price to be deemed included into the price of all pedestrian ramp items. All TIFs must be approved by the Engineer otherwise the pedestrian ramp must be re-installed to be ADA compliant at no additional cost to the City.

The PRISM inspection form may be found at the following website:

https://www.nycpedramps.info/sites/default/files/2023-03/TI_23-001_Pedestrian_Ramp_Inspection_Application_PRISM.pdf

The TIF may be found at the following website:

https://www.nycpedramps.info/sites/default/files/2023-01/DOT_Technical-Infeasibility-Form_v2.0.pdf

6. ITEM 6.44 - The NYC DOT Standard Specifications Section 6.44.3(F) entire text is modified herein as following:

Preformed reflectorized pavement markings from NYSDOT Approved List 727-04 may be used for all pavement marking restorations, at no extra cost.
7. PRICES TO INCLUDE. No direct payment will be made for costs incurred in complying with the foregoing Special Provisions, unless otherwise provided. Said costs will be deemed to have been included in the prices bid for all the scheduled contract items.
8. SEQUENCING OF WORK ADJACENT TO FEDERAL BUREAU OF PRISONS PROPERTY
 The Contractor is notified that the work on 29th Street and 2nd Avenue next to the Federal Bureau of Prisons (BOP) MDC Brooklyn facility must be scheduled at the end of the Contract Work. The City currently is acquiring the access to the BOP owned land to complete the Contract Work. This work must be shown as separate activities on the Contractor's CPM schedule.



9. OCMC TRAFFIC STIPULATIONS

Department of Transportation

POLLY TROTTEBERG, Commissioner

OCMC TRAFFIC STIPULATIONS

August 9, 2019

OCMC FILE NO: BNEC-19-512
CONTRACT NO: SAND1048 / BED807
PROJECT: SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY

LOCATION(S): BROOKLYN

PERMISSION IS HEREBY GRANTED TO THE **NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION** AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE LOCATION(S) BELOW FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE FOLLOWING STIPULATIONS:

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 PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.
- B. **BIKE LANES** – IF WORK IS IN OR AFFECTING A BIKE LANE, THE PERMITEE MUST POST ADVANCE WARNING SIGNS 350 FEET AND 200 FEET PRIOR TO THE WORK ZONE STATING "**CONSTRUCTION IN BIKE LANE AHEAD PROCEED WITH CAUTION**", AND ALSO POST A SIGN AT THE WORK ZONE STATING "**CONSTRUCTION IN BIKE LANE PROCEED WITH CAUTION**". SUCH SIGNS SHALL BE ORANGE, 3' X 3', DIAMOND-SHAPED WITH 4" BLACK LETTERING. SIGNS SHALL BE POSTED IN ACCORDANCE WITH THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- C. **BIKE SHARE STATIONS**: THE PERMITEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT THE OPERATION OF EXISTING BIKE SHARE STATIONS WITHOUT FIRST CONTACTING NYC BIKE SHARE AT 855-245-3311 FOR THEIR REQUIREMENTS PRIOR TO COMMENCING WORK.
- D. **CITYBENCH**: THE PERMITEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT AN EXISTING CITYBENCH WITHOUT FIRST CONTACTING NYC DOT AT 212-839-6569, OR VIA EMAIL AT CITYBENCH@DOT.NYC.GOV PRIOR TO COMMENCING WORK.
- E. **PROTECTION OF NYC DEP GREEN INFRASTRUCTURE**: THE PERMITEE SHALL TAKE PRECAUTION OF NYC DEP GREEN INFRASTRUCTURE IN THE RIGHT-OF-WAY. THE PERMITEE MUST PROTECT NYC DEP GREEN INFRASTRUCTURE DOWNSTREAM OF THE WORK OR WITHIN FIVE (5) FEET OF THE WORK AREA. THE PERMITEE MUST EMAIL NYC DEP AT SUSTAINABILITY@DEP.NYC.GOV FOR PROTECTION REQUIREMENTS PRIOR TO COMMENCING WORK. THE PERMITEE IS RESPONSIBLE FOR RESTORATION OF DAMAGED NYC DEP INFRASTRUCTURE AS DIRECTED BY NYC DEP.
- F. **BUS STOPS** – THE PERMITEE SHALL PROVIDE WRITTEN NOTICE TO NYC DOT OCMC AND NEW YORK CITY TRANSIT (NYCT) A MINIMUM OF FIVE (5) WEEKS IN ADVANCE FOR LANE/STREET CLOSURES THAT AFFECT BUS ROUTES/BUS STOPS.
- G. **STREET LIGHTS / TRAFFIC SIGNALS**: THE PERMITEE SHALL NOT REMOVE OR RELOCATE EXISTING STREET LIGHTS OR TRAFFIC SIGNALS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT STREET LIGHTING / TRAFFIC SIGNALS UNIT.
- H. **TRAFFIC CAMERAS, DETECTION/COMMUNICATION EQUIPMENT**: IF AT ANY TIME DURING THE APPROVED WORK, THE PERMITEE ENCOUNTERS TRAFFIC SURVEILLANCE CAMERAS, DETECTION EQUIPMENT OR ANY TYPE OF COMMUNICATION EQUIPMENT (WIRELESS OR HARD-WIRED) ON ANY NYC DOT FACILITY, THAT IS NOT INCLUDED ON THE DESIGN/BUILD DRAWINGS, THE PERMITEE SHALL IMMEDIATELY NOTIFY NYC DOT TRAFFIC MANAGEMENT BY PHONE AT 718-433-3390 OR 718-433-3340 AND VIA EMAIL AT TMC@DOT.NYC.GOV AND AWAIT DIRECTION PRIOR TO CONTINUING WORK.
- I. **METERS** – THE PERMITEE SHALL NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT PARKING METER DIVISION AT 718 – 894 – 8651.
- J. **TEST PITS** – THE BELOW TRAFFIC STIPULATIONS DO NOT APPLY TO TEST PIT WORK RELATED TO THIS CONTRACT. WORK HOURS AND OTHER REQUIREMENTS FOR TEST PIT OPERATIONS MAY DIFFER FROM THE STIPULATIONS IDENTIFIED BELOW. THE PERMITEE SHALL BE REQUIRED TO OBTAIN SEPARATE PERMITS RELATED TO TEST PITS.
- K. **TEMPORARY PARKING REGULATIONS/PAVEMENT MARKINGS** – THE PERMITEE 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 PERMITEE OR AGENCY PERFORMING PUBLIC OUTREACH SHALL POST AND MAINTAIN ADVISORY SIGNS A MINIMUM OF 48 HOURS PRIOR TO CHANGING EXISTING PARKING REGULATION SIGNS TO APPROVED TEMPORARY CONSTRUCTION PARKING REGULATION SIGNS. THE ADVISORY SIGNS SHOULD BE POSTED ON ALL POLES AND DRIVE RAILS ON THE SEGMENT AFFECTED, INDICATING THE DATE OF THE CHANGE, THE NEW REGULATIONS AND A TELEPHONE NUMBER TO OBTAIN MORE INFORMATION.
- L. **ACCESS TO ABUTTING PROPERTIES** – THE PERMITEE SHALL COORDINATE ALL ACTIVITIES WITH ABUTTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES.
- M. **AUTHORIZED PARKING** – PRIOR TO PERFORMING WORK WHICH IMPACTS AUTHORIZED PARKING, THE 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.

NYC Department of Transportation
Bureau of Permit Management and Construction Control
55 Water Street - 7th Floor, New York, NY 10041
T: 212.839.9637 F: 212.839.8970
www.nyc.gov/dot

- N. **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.
- O. **CONSTRUCTION INFORMATIONAL SIGNS** – THIS PROJECT REQUIRES A CONSTRUCTION PROJECT INFORMATIONAL SIGN (CPIS) IN ACCORDANCE WITH NYCDOT HIGHWAY RULE SECTION 2-02 (4) AND (5). CRITERIA AND A PROTOTYPE FOR THIS SIGN MAY BE FOUND ON THE NYCDOT WEBSITE AT:

[HTTP://WWW.NYC.GOV/HTML/DOT/DOWNLOADS/PDF/DOT_CPIS_DIRECTIONS.PDF](http://www.nyc.gov/html/dot/downloads/pdf/dot_cpis_directions.pdf)

- P. **ENHANCED MITIGATIONS**
- **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.
 - **"NO STANDING ANYTIME-TEMPORARY CONSTRUCTION" SIGNS** AND TEMPORARY PAVEMENT MARKINGS SHALL BE INSTALLED AND MAINTAINED AS WARRANTED BY THE MAINTENANCE AND PROTECTION OF TRAFFIC (MPT) REQUIRED TO FACILITATE TRAFFIC MOVEMENTS THROUGH THE WORK ZONE. ALL TEMPORARY SIGNS AND PAVEMENT MARKINGS SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.
 - **COMMUNITY OUTREACH** SHALL BE PROVIDED FOR THE DURATION OF THE PROJECT.

II. MAINTENANCE AND PROTECTION OF TRAFFIC

- A. **2nd Avenue between 29th Street and 30th Street**
- B. **2nd Avenue between 30th Street and 32nd Street**
- C. **2nd Avenue between 32nd Street and 33rd Street**
- D. **2nd Avenue between 33rd Street and 34th Street**
- E. **2nd Avenue between 34th Street and 35th Street**
- F. **2nd Avenue between 35th Street and 36th Street**
- G. **2nd Avenue between 36th Street and 37th Street**
- H. **2nd Avenue between 37th Street and 39th Street**

1. Work hours shall be as follows: 9:00am – 4:00pm Monday through Friday
8:00am – 4:00pm Saturday
2. During working hours, the contractor shall maintain two (2) eleven (11) foot lanes, one lane in each direction for two (2)-way thru traffic with flaggers at each end of work zone. Full width of the roadway shall be restored after working hours.
3. During working hours the contractor shall maintain a minimum 5-foot clear sidewalk for sidewalks less than 15-feet in width and a minimum 8-foot clear sidewalks for sidewalks 15-feet or greater in width. After working hours the full width of the sidewalk shall be open to pedestrians.
4. Flag persons must be provided to stop pedestrian and/or vehicle traffic while lifting materials overhead and also when crossing sidewalk.

I. Intersection of 2nd Avenue and 29th Street

J. Intersection of 2nd Avenue and 30th Street

K. Intersection of 2nd Avenue and 32nd Street

1. Work hours shall be as follows: 9:00am – 4:00pm Monday through Friday
8:00am – 4:00pm Saturday
2. During working hours, the contractor shall maintain two (2) eleven (11) foot lanes, one lane in each direction for two (2)-way thru traffic with flaggers at each end of work zone on both roadways. Full width of the roadway shall be restored after working hours.
3. During working hours the contractor shall maintain a minimum 5-foot clear sidewalk for sidewalks less than 15-feet in width and a minimum 8-foot clear sidewalks for sidewalks 15-feet or greater in width. After working hours the full width of the sidewalk shall be open to pedestrians.
4. Flag persons must be provided to stop pedestrian and/or vehicle traffic while lifting materials overhead and also when crossing sidewalk.

L. Intersection of 2nd Avenue and 33rd Street

M. Intersection of 2nd Avenue and 34th Street

N. Intersection of 2nd Avenue and 35th Street

O. Intersection of 2nd Avenue and 36th Street

P. Intersection of 2nd Avenue and 37th Street

1. Work hours shall be as follows: 9:00am – 4:00pm Monday through Friday
8:00am – 4:00pm Saturday
2. During working hours, the contractor shall maintain one (1) eleven (11) foot lane on one-way streets and two (2) eleven (11) foot lanes, one lane in each direction on two-way streets with flaggers at each end of work zone on both roadways. Full width of the roadway shall be restored after working hours.
3. During working hours the contractor shall maintain a minimum 5-foot clear sidewalk for sidewalks less than 15-feet in width and a minimum 8-foot clear sidewalks for sidewalks 15-feet or greater in width. After working hours the full width of the sidewalk shall be open to pedestrians.
4. Flag persons must be provided to stop pedestrian and/or vehicle traffic while lifting materials overhead and also when crossing sidewalk.

Q. 29th Street between 2nd Avenue and 3rd Avenue

1. Work hours shall be as follows: 9:00am – 4:00pm Monday through Friday
8:00am – 4:00pm Saturday
2. During working hours, the contractor shall maintain two (2) eleven (11) foot lanes, one lane in each direction for two (2)-way thru traffic with flaggers at each end of work zone. Full width of the roadway shall be restored after working hours.
3. During working hours the contractor shall maintain a minimum 5-foot clear sidewalk for sidewalks less than 15-feet in width and a minimum 8-foot clear sidewalks for sidewalks 15-feet or greater in width. After working hours the full width of the sidewalk shall be open to pedestrians.
4. Flag persons must be provided to stop pedestrian and/or vehicle traffic while lifting materials overhead and also when crossing sidewalk.

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 PERMITEE MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.
- C. THE PERMITEE 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 PERMITEE 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 PERMITEE 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 PERMITEE 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 PERMITEE 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 PERMITEE'S START OF WORK ON ALL AFFECTED ROADWAYS IN THE IMPACTED CONTRACT AREA.
- E. THE PERMITEE IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE PERMITEE MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS.
- F. THE PERMITEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY-OWNED OR PRIVATELY OWNED, NON-PAVED, LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, **WRITTEN** APPROVAL FROM THE NYCDOT OCMC-HIGHWAYS IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR PUBLIC PARK, **WRITTEN** APPROVAL FROM THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION OR NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF ANY OTHER JURISDICTION SUCH AS PRIVATE PROPERTY, STATE, FEDERAL ETC., IT IS THE PERMITEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.
- G. THE PERMITEE SHALL ADHERE TO THE NYCDOT BUREAU OF BRIDGES' SPECIAL PROVISIONS FOR LANDSCAPE PROTECTION, MAINTENANCE AND RESTORATION, ITEMS 1.18.15 THROUGH 1.18.19, WHENEVER AND WHEREVER ANY OF THE PERMITEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT - OF - WAY.
- 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.



GARY SMALLS
DIRECTOR
OCMC-STREETS



JUSTIN NANTON
PROJECT MANAGER
OCMC-STREETS

(C) SEWER & WATER MAIN PROJECT SPECIFIC PROVISIONS

1. RECONNECT HOUSE DRAINS. The contractor is advised that at certain locations within the project limit, all house connection drains for buildings shall be transferred from the existing combined sewers to the new combined sewers. Prior to the start of construction, the Contractor shall perform investigation in order to verify the exact locations of the existing combined sewers and house connection drains requiring transfer to the new combined sewers. The cost of investigation work shall be deemed included in the prices bid for all contract items of work. No additional or separate payment shall be made for this work.
2. PRICES TO INCLUDE. No direct payment will be made for costs incurred in complying with the foregoing Special Provisions, unless otherwise provided. Said costs will be deemed to have been included in the prices bid for all the scheduled contract items.

(D) GREEN INFRASTRUCTURE PROVISIONS

(NO TEXT)

FEMA - PAGES:

**FEDERAL EMERGENCY
MANAGEMENT AGENCY PROJECTS**

FEDERAL EMERGENCY MANAGEMENT AGENCY (“FEMA”) 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 (01/20/2021)
 - FEDERAL EMERGENCY MANAGEMENT AGENCY (“FEMA”) RIDER (01/20/2021)
 - FEMA EXHIBIT 2 (10/27/2015)

2. **SCOPE OF WORK SEPERATION.** This project, either in part or in whole, is eligible to receive FEMA disaster assistance funding. As a result, the scopes of work eligible for reimbursement by FEMA will be tracked separately during the construction by the Engineer. Although tracking these FEMA-funded items will be primarily be the responsibility of the Engineer, the contractor will be required to assist the Engineer in this effort.

3. **CHANGE ORDERS AND OVERRUNS.** When change orders or overruns pertain to those portions of the project eligible for reimbursement by FEMA, the Contractor must provide detailed documentation to justify the eligibility of the added work, in addition to the requirements of Articles 25 and 26 of the New York City Standard Construction Contract. At a minimum, this documentation shall include the exact location of the work, justification for changing the original scope of work (either new work or quantity changes), field sketches/as-built drawings for the added work and photographs detailing the conditions necessitating the work. The documentation shall be approved by the Engineer.

In addition, change order requests shall be formatted as follows:

- a. If contract covers work at multiple facilities and/or sites, change order requests shall identify the facility and/or site to which they apply.
- b. Change order requests shall identify the component scope to which the change applies.

(NO TEXT ON THIS PAGE)

**UNIFORM FEDERAL CONTRACT PROVISIONS RIDER
FOR FEDERALLY FUNDED PROCUREMENT CONTRACTS**
(Version 01.20.2021)

[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 HUD’s CDBG Program, CDBG-DR Program, or by FEMA must also include the program-specific rider.]

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 (v) 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 (v) 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 (d), the basis of settlement shall be as provided for in subparagraph (v) 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 as amended (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 or affiliates are currently in a state of debarment, suspension, exclusion, disqualification, or other ineligible status as a result of prior performance, failure, fraud, or violation of City or New York State laws. The Contractor further certifies that neither it nor its principals or affiliates are debarred, suspended, excluded, disqualified, or otherwise ineligible for participation in Federal assistance programs. The City reserves the right to terminate this Contract if knowledge of debarment, suspension, exclusion, disqualification 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-Sflll.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 § 200.323, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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) *Prohibition on certain telecommunications and video surveillance services or equipment.*

- (a) The Contractor is prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 - (c) The Contractor’s attention is directed to Public Law 115–232, section 889 for additional information.
 - (d) The Contractor’s attention is directed to § 200.471.

(9) *Domestic preferences for procurements.*

- (a) As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
 - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- (10) *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.

- (11) *Records Retention.* The Contractor shall retain all books, documents, papers, and records relating to the services performed under the Contract in accordance with 2 C.F.R. §200.334.
- (12) *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.
- (13) *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.
- (14) *Intangible Property.*
 - a. Pursuant to 2 CFR § 200.315, 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. Copeland Anti-Kickback Act: If required by the federal program legislation and subject to any other federal program limitations: (i) 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; (ii) The Contractor or subcontractor shall insert in any subcontracts the language contained in (i) of this subsection and also a clause requiring the subcontractors to include the language in subsection (i) in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor of this subsection; and (iii) A breach of

this subsection may be grounds for termination of the Contract, and for debarment as a contractor or subcontractor as provided in 29 C.F.R. § 5.12.

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. If there is a conflict between the provisions of this Article D and FEDERAL EXHIBIT 2, the stricter standard shall be controlling.

- (2) *Equal Employment Opportunity*. Executive Order 11246, as amended, 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 as amended, 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, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 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.

- vii. “Statutory period” means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b), as amended by the Leahy-Smith America Invents Act, Public Law 112-29.
 - viii. The “contractor” means any person, small business firm or nonprofit organization, or as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.
- 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 a patent, a printed publication, public use, sale, or other availability to the public 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. If the Contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The Contractor will file patent applications in additional countries or international patent offices within earlier ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- iv. For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).
- v. Requests for extension of the time for disclosure, election, and filing under paragraphs (i), (ii), and (iii) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

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) of this clause, or elects not to retain title., .
 - ii. In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in (c) of this clause, 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 non-provisional patent application for, to pay a maintenance annuity or renewal fee on, or to defend in a 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 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), of this clause, to assign to the Contractor the entire right, title and interest in and to each subject invention made under Contract, 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 paragraph (c)(1) of this clause. 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. For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non-provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a post-issuance submission, and supplemental examination..
- 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 subcontractor. 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.
- iii. In the case of subcontracts, at any tier, when the prime award with the Federal Agency was a contract (but not a grant or cooperative agreement), the Agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal Agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract

Disputes Act in connection with proceedings under paragraph (j) of this clause.

- 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 Federal Agency may review the Contractor's licensing program and decisions regarding Small Business applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal Agency when the Federal Agency's review discloses that the Contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(iv). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

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.

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 (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]

**FEDERAL EMERGENCY MANAGEMENT AGENCY &
FEDERAL LABOR STANDARDS PROVISIONS**

**FEDERAL EMERGENCY MANAGEMENT AGENCY (“FEMA”) RIDER
(1/20/2021)**

**For use with contracts funded by the FEMA Grant and Cooperative Agreement Programs,
including the Public Assistance Program**

(This Rider should not be used with contracts funded by the following FEMA Programs: Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. This Rider should be accompanied by the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts.)

1. 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. Parts 180 and 3000. 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. Parts 180 and 3000.
 - (b) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, 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 and 2 C.F.R. Part 3000, 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.
2. 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 FEMA regulations. However, if this Contract is funded by another federal funding source (e.g., the U.S. Department of Housing and Urban Development CDBG or CDBG-DR programs), compliance with the Davis-Bacon Act is required to the extent required by law and as set forth in the contract documents.
3. 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 following FEMA Programs: Public Assistance Program, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program.

4. 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, FEMA Exhibit 2, Section (A).
5. Contract Work Hours and Safety Standards Act. The Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act as delineated in the Uniform Federal Contract Provisions Rider, FEMA Exhibit 2, Section (B).
6. Access to Records.
 - (a) The Contractor agrees to provide the City of New York, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (b) The Contractor agrees to permit any of the foregoing parties to reproduce said documents by any means or to copy excerpts and transcriptions as reasonably needed.
 - (c) The Contractor agrees to provide the FEMA Administrator or his/her authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
 - (d) In compliance with the Disaster Recovery Act of 2018, the City of New York and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
7. Logos. The Contractor shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
8. Compliance with Law. The Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA 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.

EXHIBIT 2
Federal Labor Standards Provisions (Non-Davis Bacon)¹
Federal Emergency Management Agency
(10/27/2015)

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. pt. 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 FEMA 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

¹ This version of Exhibit 2 applies to contracts funded by FEMA Grant and Cooperative Agreement Programs, including the Public Assistance Program. Do not use this version of Exhibit 2 in connection with FEMA programs that are subject to the Davis-Bacon Act; such programs are the Emergency Management Preparedness Grant Program, the Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

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 Part 1926 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 FEMA or the Secretary of Labor shall direct as a means of enforcing such provisions.

HUD - PAGES:

**U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT PROJECTS**

(NO TEXT ON THIS PAGE)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (“HUD”) 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 (01/20/2021)
 - CDBG-DR RIDER (05/03/23)
 - FEDERAL LABOR STANDARDS PROVISIONS (Form HUD-4010) (10/2023)
 - DAVIS-BACON WAGE RATES

(NO TEXT ON THIS PAGE)

**UNIFORM FEDERAL CONTRACT PROVISIONS RIDER
FOR FEDERALLY FUNDED PROCUREMENT CONTRACTS**
(Version 01.20.2021)

[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 HUD’s CDBG Program, CDBG-DR Program, or by FEMA must also include the program-specific rider.]

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 (v) 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 (v) 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 (d), the basis of settlement shall be as provided for in subparagraph (v) 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 as amended (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 or affiliates are currently in a state of debarment, suspension, exclusion, disqualification, or other ineligible status as a result of prior performance, failure, fraud, or violation of City or New York State laws. The Contractor further certifies that neither it nor its principals or affiliates are debarred, suspended, excluded, disqualified, or otherwise ineligible for participation in Federal assistance programs. The City reserves the right to terminate this Contract if knowledge of debarment, suspension, exclusion, disqualification 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-Sflll.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 § 200.323, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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) *Prohibition on certain telecommunications and video surveillance services or equipment.*

- (a) The Contractor is prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 - (c) The Contractor’s attention is directed to Public Law 115–232, section 889 for additional information.
 - (d) The Contractor’s attention is directed to § 200.471.

(9) *Domestic preferences for procurements.*

- (a) As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
 - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- (10) *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.

- (11) *Records Retention.* The Contractor shall retain all books, documents, papers, and records relating to the services performed under the Contract in accordance with 2 C.F.R. §200.334.
- (12) *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.
- (13) *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.
- (14) *Intangible Property.*
 - a. Pursuant to 2 CFR § 200.315, 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. Copeland Anti-Kickback Act: If required by the federal program legislation and subject to any other federal program limitations: (i) 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; (ii) The Contractor or subcontractor shall insert in any subcontracts the language contained in (i) of this subsection and also a clause requiring the subcontractors to include the language in subsection (i) in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor of this subsection; and (iii) A breach of

this subsection may be grounds for termination of the Contract, and for debarment as a contractor or subcontractor as provided in 29 C.F.R. § 5.12.

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. If there is a conflict between the provisions of this Article D and FEDERAL EXHIBIT 2, the stricter standard shall be controlling.

- (2) *Equal Employment Opportunity*. Executive Order 11246, as amended, 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 as amended, 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, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 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.

- vii. “Statutory period” means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b), as amended by the Leahy-Smith America Invents Act, Public Law 112-29.
 - viii. The “contractor” means any person, small business firm or nonprofit organization, or as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.
- 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 a patent, a printed publication, public use, sale, or other availability to the public 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. If the Contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The Contractor will file patent applications in additional countries or international patent offices within earlier ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- iv. For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).
- v. Requests for extension of the time for disclosure, election, and filing under paragraphs (i), (ii), and (iii) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

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) of this clause, or elects not to retain title., .
 - ii. In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in (c) of this clause, 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 non-provisional patent application for, to pay a maintenance annuity or renewal fee on, or to defend in a 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 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), of this clause, to assign to the Contractor the entire right, title and interest in and to each subject invention made under Contract, 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 paragraph (c)(1) of this clause. 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. For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non-provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a post-issuance submission, and supplemental examination..
- 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 subcontractor. 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.
- iii. In the case of subcontracts, at any tier, when the prime award with the Federal Agency was a contract (but not a grant or cooperative agreement), the Agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal Agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract

Disputes Act in connection with proceedings under paragraph (j) of this clause.

- 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 Federal Agency may review the Contractor's licensing program and decisions regarding Small Business applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal Agency when the Federal Agency's review discloses that the Contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(iv). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

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.

CDBG-DR Rider

(Version 5.3.2023)

INSTRUCTIONS TO NYC AGENCIES AND OFFICES

This CDBG-DR Rider contains supplementary general conditions for use with procurement contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development (“HUD”) under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended. For all procurement contracts and subrecipient agreements funded by the Community Development Block Grant Disaster Recovery (“CDBG-DR”) Program, *except those funded by the regular CDBG (“CDBG”) Program*, this CDBG-DR Rider must be included as an attachment, expressly made a part of, and incorporated by reference. A different rider with terms specific to the regular CDBG Program should be attached to CDBG funded procurement contracts and subrecipient agreements.

If this rider is attached to a subrecipient agreement, the agency or office must ensure that the subrecipient agreement includes the information specific to the subaward required in 2 CFR § 200.332.

FEDERAL REGISTER NOTICES

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Federal Register Notices applicable to the use of CDBG-DR Funds are available on the HUD Web site at <https://www.hudexchange.info/cdbg-dr/cdbg-dr-laws-regulations-and-federal-register-notices>

Agencies should review the applicable Federal Register Notices for their CDBG-DR funded project to determine if additional contractual terms not contained in this rider or in the Uniform Rider should be included in the Agreement

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ARTICLE 1. DEFINITIONS

As used in this CDBG-DR Rider:

(a) “Act” means Title 1 of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

(b) “Agency” means the entity, or entities, executing this Agreement on behalf of the City of New York.

(c) “Agreement” means either the “contract” (as defined by 2 CFR § 200.21) between the City and the Contractor or the agreement between the City and “Subrecipient” as defined by 2 CFR § 200.1 as the context requires.

(d) “City” means the City of New York.

(e) “Construction” means the building, rehabilitation, alteration, conversion, extension, demolition, painting or repair of any improvement to real property.

(f) “Contractor” and/or “Subrecipient” means the entity or entities executing this Agreement, other than the Agency.

(g) “Equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000.

(h) “Grant” means Community Development Block Grant Program funds provided to the City of New York by the Federal Department of Housing and Urban Development or a pass-through entity.

(i) “Hometown Plan” means a voluntary areawide plan that was developed by representatives of affected groups (usually labor unions, minority organizations, and contractors), and subsequently approved by the Office of Federal Contract Compliance (OFCC), for purposes of implementing the equal employment opportunity requirements pursuant to Executive Order 11246, as amended.

(j) “HUD” means the Secretary of Housing and Urban Development or a person authorized to act on his or her behalf.

(k) “Program” means the New York City Community Development Block Grant Program approved by HUD as the same may from time to time be amended.

(l) “Real property” means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and moveable equipment.

(m) “Subcontractor” means any person, firm or corporation, other than employees of the Contractor or the Subrecipient, or another Subcontractor who is engaged by the Contractor or the Subrecipient to furnish (i) services, (ii) labor or (iii) services and/or labor and materials at the site of the work performed under this Agreement.

ARTICLE 2. HOUSING AND COMMUNITY DEVELOPMENT ACT AND NATIONAL ENVIRONMENTAL POLICY ACT

[Applicable to Contractors and Subrecipients]

This Agreement is subject to Title 1 of the Housing and Community Development Act of 1974 (P.L. 93-383) as amended (The Act) and all rules, regulations and requirements now issued or hereafter issued pursuant to the Act; the Agreement may be suspended and/or terminated without liability to the City if the Grant to the City pursuant to the Act is suspended or terminated, and unless and until the City or Agency receives Community Development funds in an amount that is deemed sufficient to enable it to fund this Agreement, the City or Agency is under no obligation to make any payments to the Contractor or Subrecipient. In this regard, the Agency is under no obligation to make any payments to the Contractor or Subrecipient, and shall not make any such payment, and the Contractor or Subrecipient shall not commence performance, until:

- (a) the Agency has received from the City's Office of Management and Budget instructions to proceed, evidencing compliance with the National Environmental Policy Act, as amended, and with regulations of the U.S. Department of Housing and Urban Development, related thereto, found at 24 CFR Part 58, and
- (b) the Contractor or Subrecipient has been notified of such instructions by the Agency. Furthermore, the Contractor or Subrecipient and the City mutually agree that the Contractor or Subrecipient shall not advance any funds, from any source without limitation, to pay for costs intended to be paid for under this Agreement prior to the receipt and notification described in this paragraph (a), and the City shall not reimburse the Contractor or Subrecipient for any costs incurred in violation of this provision.

ARTICLE 3. LABOR REQUIREMENTS

[Applicable to Contractors and Subrecipients; must be included in all subcontracts]

- (a) **Section 3.** This Agreement is subject to Section 3 of the Housing and Urban Development Act of 1968 (P.L. 90-448) and implementing regulations at 24 CFR Part 75, as may be amended during the term of this Agreement. Pursuant to 24 CFR § 75.19, the Contractor or Subrecipient agrees to the following:
 1. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701 u (Section 3) and 24 CFR Part 75. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by HUD assistance or HUD-assisted projects covered by Section 3 shall be directed to low- and very low-income persons, particularly persons who are recipients of government assistance for housing or residents of the community in which Federal assistance is spent.
 2. Section 3 Requirements. In addition to any other requirements contained in 24 CFR Part 75, the following shall apply:
 - a) Employment and Training

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, Contractor shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in subsection (a)(1) of should be given to:

(i) Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) Participants in YouthBuild programs.

b) Contracting.

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

(i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) YouthBuild programs.

(b) ***The Davis-Bacon Act (40 U.S.C. §§ 3141 et seq.)***. In Construction contracts involving an excess of \$2000, unless exclusively in connection with the rehabilitation of residential property containing fewer than 8 units, the Contractor shall pay and the Subrecipient shall cause its contractors to pay all laborers and mechanics 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 Agency. 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. **This provision supersedes section D(1)(a) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts.**

(c) ***Overtime***. In Construction contracts involving an excess of \$2000, and subject to the exception in 24 CFR section 570.603 (regarding the rehabilitation of residential property containing less than 8 units), Contractor shall comply and the Subrecipient shall cause its contractor to comply with sections 103 and 107 of the Contract Work Hours and Safe Standards Act (40 U.S.C. §§ 3701 et seq.), 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. 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. **This provision supersedes section D(1)(b) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts.**

ARTICLE 4. ADDITIONAL FEDERAL CONDITIONS FOR CONSTRUCTION FOR SUBRECIPIENTS

[Applicable to Subrecipients. A similar provision for Contractors is included in the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts at section D(1)(c)-(d), (2) and (3).]

If this Agreement involves Construction work, design for Construction, or Construction services, all such work or services performed by the Subrecipient and its Subcontractors shall be subject to the following requirements:

- (a) **Impermissible Salary Deductions.** In Construction contracts of any amount, the Subrecipient shall cause its Subcontractor to comply with 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.
- (b) **Federal Labor Standards.** In Construction contracts of any amount, the Subrecipient shall cause its Subcontractors to comply with the more detailed statement of Federal Labor Standards annexed hereto as FEDERAL EXHIBIT 2.
- (c) **Equal Employment Opportunity.** In Construction contracts or subcontracts in excess of \$10,000, the Subrecipient shall cause its Subcontractors to comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60). Subrecipient shall include the following Specifications, which are required pursuant to 41 CFR § 60-4.3 in all federally assisted contracts and 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. (Federal Notice Required by 41 CFR § 60-4.3)

- 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 Agreement 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 Agreement 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, sexual orientation, gender identity, or national origin.

11. The contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 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).

(B) **Equal Opportunity Clause.** Subrecipient shall include the following provisions, which are required by 41 CFR § 60-1.4(b), in all federally assisted contracts and subcontracts.

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 HUD 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 HUD 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 HUD, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 5. FEDERAL NON-DISCRIMINATION LAWS

[Applicable to Contractors and Subrecipients]

This Agreement is subject to:

- (a) Section 109 of the Act, which requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The Contractor or Subrecipient agrees to comply with provisions of 24 CFR Parts 6, 8, and 146.
- (b) Title VIII of the Civil Rights Act of 1968 (P.L. 90-284; 42 U.S.C. §§ 3602-3620), as amended, which prohibits discrimination in the sale or rental of housing and in the provision of brokerage services based on race, color, religion, sex, national origin, disability, or familial status, and which requires affirmative action in the furtherance of Fair Housing objectives.
- (c) Executive Order 11063, as amended by Executive Order 12259, pursuant to regulations issued at 24 CFR Part 107, which prohibits discrimination on the basis of race, color, religion, sex or national origin and requires equal opportunity in housing constructed, operated or provided with federal funds.

- (d) Title VI of the Civil Rights Act of 1964 (P.L. 88-352; 42 U.S.C. §§ 2000d *et seq.*) and implementing regulations in 24 CFR Part 1, which states that no person shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any Program or activity made possible by, or resulting from, this Agreement.
- (e) 24 CFR § 5.109, “Equal participation of faith-based organizations in HUD programs and activities.”
- (f) Consistent with 24 CFR § 570.614, the Contractor or Subrecipient warrants that all services, programs, and/or Construction (including design and alteration) under this Agreement shall be performed in accordance with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities including, but not limited to, the following: Section 504 of the Rehabilitation Act, the Architectural Barriers Act of 1968 (42 U.S.C. § 4151-4157), the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6), and the Americans with Disabilities Act (42 U.S.C. § 12131;.

The non-discrimination provisions in this Article shall be incorporated in and made a part of all subcontracts executed in connection with this Agreement.

- (g) Subrecipients shall comply with all civil-rights related requirements, pursuant to 24 CFR § 570.503(b)(5).

ARTICLE 6. ENVIRONMENTAL PROTECTION; ENERGY EFFICIENCY; HISTORIC PRESERVATION; FLOOD PROTECTION; LEAD-BASED PAINT

[Paragraphs (a) – (e) applicable to Contractors and Subrecipients; paragraph (f) applicable to Subrecipients]

- (a) For agreements, subcontracts, and subgrants of amounts in excess of \$150,000, the Contractor or Subrecipient shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401, Federal Water Pollution control Act (33 U.S.C. §§ 1251, *et seq.*) 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).
- (b) The Subrecipient and 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). Further, the Contractor or Subrecipient shall comply with the construction standards concerning energy efficiency set forth in section VI(A)(1)(a)(5) of HUD Docket No. FR-5696-N-01.
- (c) This Agreement is subject to laws and authorities listed in 24 CFR § 58.5, including the Historic Preservation Act of 1966 (Section 1 of Pub. L. No. 89-665, as amended by Pub.

L. No. 96-515; 54 U.S.C. §§ 100101 and 300101 *et seq.*), the Archeological and Historic Preservation Act of 1974 (P.L. 93-291; 16 U.S.C. §§ 469-469c), Executive Order 11593 and regulations at 36 CFR Part 800. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

- (d) This Agreement is subject to the Lead-Based Paint Poison Prevention provisions found in 24 CFR § 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. §§ 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This provision is to be included in all subcontracts, for work in connection with this Agreement, which relate to residential structures.
- (e) Pursuant to the provisions in 24 CFR § 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4106), and the regulations in 44 CFR Parts 59-79 apply to this Agreement.
- (f) Subrecipients shall implement procedures and mechanisms to ensure that assisted property owners comply with all flood insurance requirements set forth in Section VI(B)(31) of HUD Docket No. FR-56960-N-01.

ARTICLE 7. UNIFORM RELOCATION ASSISTANCE

[Applicable to Contractors and Subrecipients]

This Agreement is subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655) and regulations at 49 CFR Part 24 and 24 CFR section 570.606.

ARTICLE 8. UNIFORM ADMINISTRATIVE REQUIREMENTS (INCLUDING PROCUREMENT STANDARDS), COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

[Subdivision (a) is applicable to Contractors and Subrecipients; subdivision (b) is applicable to Subrecipients only; subdivision (c) is applicable to Contractors only]

- (a) Pursuant to 2 CFR § 2400.101 and 24 CFR § 85.1, Subrecipients and Contractors are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200 (commonly referred to the “Super Circular”), as applicable.
- (b) For the procurement of all subcontracts and goods contracts, Subrecipients are required to follow the procurement standards in 2 CFR §§ 200.318-200.327,
- (c) Contractors are subject to the Uniform Federal Contract Provisions Rider, attached to this Agreement.

**ARTICLE 9. UNEARNED PAYMENTS; INCOME;
DOCUMENTATION OF COSTS; ACCOUNTING SYSTEM; FIDELITY
BONDS; DISBURSEMENT RESTRICTIONS**

[Paragraphs (a), (b), (d), and (e) are applicable to Contractors and Subrecipients; paragraph (c) is applicable to Subrecipients only]

- (a) Unearned payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time, or if the Grant to the City under the Act is suspended or terminated. Unearned payments received by the Contractor or Subrecipient will be returned to the City.

The Contractor or Subrecipient agrees that if any income is generated from the Community Development Block Grant Program funded activities, Contractor or Subrecipient shall return such income to the City's Community Development Block Grant Program unless expressly authorized by the City. Such funds are subject to all applicable requirements governing the use of Community Development Block Grant funds, including 24 CFR § 570.503(b)(3), which provides that, at the end of the program year, the City may require remittance of all or part of any program income balances (including investments thereof) held by the Subrecipient (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs). Alternative program requirements concerning the definition of "program income" are set forth in Section VI(A)(17)(a)-(b) of Docket No. FR-56960-N-01, as amended by Section II(5) of Docket No. FR-5710-N-01.

- (b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, 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 readily accessible.
- (c) The Subrecipient shall submit to the Agency a detailed description of its accounting, reporting and internal control systems, including but not limited to the procedures for cash receipts, cash disbursements, payrolls, personnel policies, fixed petty cash controls and other systems which are necessary under the circumstances. The Agency shall evaluate and document all systems and only upon acceptance and approval of the accounting, reporting and internal control systems by the Agency, shall funds be disbursed to the Subrecipient, other provisions of the Agreement notwithstanding.
- (d) If required by the Federal awarding agency or elsewhere in this Agreement, the Agency must receive a statement from the Contractor's or Subrecipient's chief fiscal officer or its insurer assuring that all persons handling funds received or disbursed under this Agreement are covered by fidelity insurance in an amount equal to cash advances from the City. If the bond is cancelled or coverage is substantially reduced, the Contractor or Subrecipient shall promptly notify the Agency of this fact in every case not later than 48 hours. In such event, the Agency shall not disburse any more funds to the Contractor or Subrecipient until it has received assurance that adequate coverage has subsequently been obtained.
- (e) No money under this Agreement shall be disbursed by the Agency to any Contractor or Subrecipient except pursuant to a written contract which incorporates the applicable

Supplementary General Conditions and unless the Contractor or Subrecipient is in compliance with HUD requirements with regard to accounting and fiscal matters, to the extent they are applicable, and provided that the Agency has completed HUD requirements, including but not limited to environmental certifications pursuant to 24 CFR Part 58.

ARTICLE 10. RECORDS AND AUDITS

[Applicable to Contractors and Subrecipients]

- (a) (i) The Subrecipient shall maintain records in accordance with requirements prescribed by or in 2 CFR § 200.334, HUD and/or the City with respect to all matters covered by this Agreement and retained for at least three years after the City makes final payments and all other pending matters concerning this Agreement are closed, subject to the exceptions in 2 CFR § 200.334. (ii) The Contractor shall maintain records in accordance with the requirements elsewhere in this Agreement.
- (b) At such times on such forms as HUD and/or the City may require, there shall be furnished to HUD and/or the City such statements, records, reports, data and information, as HUD and/or the City may request pertaining to matters covered by this Agreement. At a minimum, such forms will include the following:
 - (i) Quarterly Data Collection Report forms for the purpose of including specific Program description, accomplishment, expenditure and beneficiary information in the City's Quarterly Performance Reports.
 - (ii) Annual Property Register forms for the purpose of tracking the use of CDBG purchased equipment.
- (c) At any time during normal business hours and as often as the City, the Agency, HUD, Inspector General, U.S. General Accounting Office, and/or the Comptroller General of the United States may deem necessary, the Contractor or Subrecipient shall make available for examination to the City, HUD, Inspector General, U.S. General Accounting Office and/or representatives of the Comptroller General all of its books, accounts, records, reports, files, and other papers or property with respect to all matters covered by this Agreement and shall permit the City, HUD and/or representatives of the Comptroller General and the U.S. General Accounting Office to audit, examine, make excerpts of, and make transcriptions from such books, accounts, records, reports, files, and other papers or property and to make audits of all contracts, invoices, materials, payrolls, records or personnel, conditions of employment and other data relating to all matters covered by this Agreement.

ARTICLE 11. SUBCONTRACTORS

[Applicable to Contractors and Subrecipients]

- (a) The provisions of this Agreement shall apply to Subcontractors and their officers, agents and employees in all respects as if they were employees of the Contractor or Subrecipient. The Contractor or Subrecipient shall not be discharged from its obligations and liabilities,

but shall be liable for all acts and negligence of Subcontractors, and their officers, agents and employees, as if they were employees of the Contractor or Subrecipient.

- (b) Employees of the Subcontractor shall be subject to the same provisions as employees of the Contractor or Subrecipient.
- (c) The services furnished by Subcontractors shall be subject to the provisions hereof as if furnished directly by the Contractor or Subrecipient, and the Contractor or Subrecipient shall remain responsible therefor.

ARTICLE 12. CONFLICTS; EXHIBITS

[Applicable to Contractors and Subrecipients]

- (a) If any provision in this CDBG Rider directly conflicts with any other provision in the Agreement, the provision in CDBG Rider shall be controlling.
- (b) Federal Exhibits 1 and 2 are attached to, and made a part of this CDBG Rider.

ARTICLE 13. REVERSION OF ASSETS

[Applicable to Subrecipients]

- (a) At the Agreement's expiration, the Subrecipient shall transfer to the City all CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.
- (b) Any real property under the Subrecipient's control that was acquired or improved in whole or in part with Community Development funds in excess of \$25,000 must be used to either (i) meet the national objectives in Section 570.208 for a period of five years after acquisition if the property or completion of the improvements, as applicable, or (ii) disposed in a manner which results in the Program being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to, the property.
- (c) Title to all Equipment in excess of \$5,000 purchased pursuant to this Agreement with CDBG funds or furnished by the City shall vest in the City and the same shall be conspicuously labeled as such.

ARTICLE 14. SMALL FIRMS, M/WBE FIRMS, AND LABOR SURPLUS AREA FIRMS

[Applicable to Subrecipients. Contractors must follow section C(11) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts.]

Subrecipient 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.

ARTICLE 15. INTANGIBLE PROPERTY

[Applicable to Subrecipients. A similar provision for Contractors is included in the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts at section C(14).]

- (a) Pursuant to 2 CFR § 200.315(d), the federal 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 Agreement or subcontract; and (b) any rights of copyright to which a Subrecipient purchases ownership with grant support.
- (b) Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to the Agreement ("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 Subrecipient 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 Subrecipient shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Subrecipient for no purpose other than in the performance of this Agreement without the prior written permission of the City. The City may grant the Subrecipient a license to use the Copyrightable Materials on such terms as determined by the City and set forth in the license.

- (c) The Subrecipient 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 Subrecipient shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.
- (d) The Subrecipient 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 Subrecipient 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 Subrecipient shall promptly and fully report to the City any discovery or invention arising out of or developed in the course of performance of this Agreement 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 Subrecipient 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.

ARTICLE 16. HATCH ACT; LOBBYING; CONFLICTS OF INTEREST

[Applicable to Subrecipients.]

- (a) Hatch Act: The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- (b) Lobbying: The Subrecipient certifies, to the best of its knowledge and belief, that:
 1. 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;
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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-Sflll.pdf>) in accordance with its instructions; and

3. It will require that the language of this Article 16(b) be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-subrecipients shall certify and disclose accordingly.
 4. 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.
- (c) Conflict of Interest: The Subrecipient agrees to abide by the provisions of 2 CFR §§ 200.112 and 200.318(c) and 24 CFR § 570.611.

ARTICLE 17. SUSPENSION AND TERMINATION

[Applicable to Subrecipients.]

- (a) The City may take enforcement action against a Subrecipient for non-compliance, as described in 2 CFR §§ 200.339 and 200.340(a)(1) & (2), including suspension or termination.
- (b) The City may terminate for convenience pursuant to 2 CFR § 200.340(a)(3).

ARTICLE 18. PERFORMANCE REQUIREMENTS AND REMEDIES

[Applicable to Contractors]

The Disaster Relief Appropriations Act, 2013 (Public L. 113-2) of January 29, 2013, requires contracts to contain “performance requirements and penalties.” Accordingly, Contractor shall be subject to any performance requirements and remedial provisions and/or liquidated damages set forth in this Agreement. Contractor acknowledges that negative performance evaluations may impair its ability to win future contracts with the City as follows: Under City Procurement Policy Board (PPB) Rules section 4-01, Contractor is subject to performance evaluations at least once annually. The City shall enter such performance evaluations into the VENDEX system. To the extent allowed by the PPB Rules, such performance evaluations shall be considered by the City in:

- (1) making a determination of the Contractor’s responsibility or non-responsibility in future City procurements, under PPB Rule section 2-08(g)(1)(ii) and
- (2) deciding to renew or not to renew the Agreement, under PPB Rule section 4-04(c)(10).

ARTICLE 19. LIQUATED DAMAGES

[Applicable to Contractors]

If this Agreement is for goods or services and is subject to HUD's *Allocations for Community Development Block Grant Disaster Recovery and Implementation of the CDBG-DR Consolidated Waivers and Alternative Requirements* Notice (87 FR 31636, May 24, 2022), then the Contractor shall be subject to liquidated damages in amounts determined by the Agency. This Article 19 shall not apply to general management consulting services.

FED. EXHIBIT 1

NOTICE TO BIDDERS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, as amended) FOR ALL HUD COMMUNITY DEVELOPMENT FUNDED 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 above.

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

Trade	Goal (Percent)		
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 non-federally involved Construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any Construction subcontract in excess of \$10,000 at any tier for Construction Work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Agreement, the "covered area" is the City of New York.

FED. EXHIBIT 2

HUD-4010
Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards

A. 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.

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

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

- 1.** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - 2.** The classification is used in the area by the construction industry; and
 - 3.** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B.** The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C.** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D.** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E.** The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

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

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. Interest In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**

i. **Apprentices**

- A. **Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. **Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. **Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. **Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii **Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 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 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, 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 that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) 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 or her 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 29 CFR Part 1926 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 U.S.C. § 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 the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

DAVIS-BACON WAGE RATES

"General Decision Number: NY20240003 05/31/2024

Superseded General Decision Number: NY20230003

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 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 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024
2	02/09/2024
3	03/08/2024
4	04/05/2024
5	05/31/2024

ASBE0012-001 01/01/2024

	Rates	Fringes
Asbestos Workers/Insulator Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 70.51	35.76
HAZARDOUS MATERIAL HANDLER.....	\$ 40.75	19.20

BOIL0005-001 01/01/2024

	Rates	Fringes
BOILERMAKER.....	\$ 67.38	49.33+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 07/01/2022

	Rates	Fringes
BRICKLAYER.....	\$ 65.53	31.60
MASON - STONE.....	\$ 69.72	38.67

BRNY0001-002 07/01/2022

	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 59.09	31.02

BRNY0004-001 01/02/2023

	Rates	Fringes
MARBLE MASON.....	\$ 62.82	39.03

BRNY0007-001 07/01/2022

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 55.21	36.97
TERRAZZO WORKER/SETTER.....	\$ 59.75	38.60

BRNY0007-002 12/05/2022

Rates	Fringes
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HUD-64

TILE FINISHER.....	\$ 48.44	33.02
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BRNY0020-001 07/04/2022

	Rates	Fringes
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MARBLE FINISHER.....	\$ 49.20	36.21
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BRNY0024-001 01/01/2024

	Rates	Fringes
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BRICKLAYER MARBLE POLISHERS.....	\$ 47.65	31.00
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BRNY0052-001 12/05/2022

	Rates	Fringes
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Tile Layer.....	\$ 63.04	36.30
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CARP0020-001 07/01/2023

Richmond County

	Rates	Fringes
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CARPENTER (BUILDING & RESIDENTIAL) Carpenters.....	\$ 55.05	47.88
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CARP0020-002 07/01/2023

Richmond County

	Rates	Fringes
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CARPENTER (HEAVY & HIGHWAY).....	\$ 59.16	55.31
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CARP0045-001 07/01/2023

Queens County

	Rates	Fringes
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CARPENTER (BUILDING & RESIDENTIAL) Carpenters.....	\$ 55.05	47.88
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CARP0045-002 07/01/2023

Queens County

	Rates	Fringes
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CARPENTER (HEAVY & HIGHWAY).....	\$ 59.16	55.31
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CARP0157-001 07/01/2023

Bronx and New York Counties

	Rates	Fringes
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CARPENTER (BUILDING & RESIDENTIAL)		HUD-65
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Carpenters.....\$ 55.05 47.88

CARP0157-002 07/01/2023

Bronx and New York Counties

Rates Fringes

CARPENTER (HEAVY & HIGHWAY).....\$ 59.16 55.31

CARP0740-001 07/01/2023

Rates Fringes

MILLWRIGHT.....\$ 58.70 57.11

CARP0926-001 07/01/2023

Kings County

Rates Fringes

CARPENTER (BUILDING & RESIDENTIAL)
Carpenters.....\$ 55.05 47.88

CARP0926-002 07/01/2023

Kings County

Rates Fringes

CARPENTER (HEAVY & HIGHWAY).....\$ 59.16 55.31

CARP1556-006 07/01/2023

Rates Fringes

Dock Builder & Piledrivermen.....\$ 59.16 55.31

CARP1556-007 07/01/2023

Rates Fringes

Diver Tender.....\$ 53.57 55.31

Diver.....\$ 74.03 55.31

CARP1556-011 07/01/2023

Rates Fringes

Carpenters:
TIMBERMEN.....\$ 54.05 54.99

CARP2287-004 07/01/2023

Rates Fringes

Carpenters:
Soft Floor Layers.....\$ 55.05 47.88

ELEC0003-001 04/12/2023

Rates Fringes

ELECTRICIAN

Electricians.....	\$ 61.00	74.995%+18.00
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 03/31/2024

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.....	\$ 40.72	28.86
Heavy Equipment Operator....	\$ 54.29	33.28
Lineman and Cable Splicer...	\$ 67.86	37.70
Tree Trimmer.....	\$ 30.09	14.12

ELEV001-002 03/17/2022

	Rates	Fringes
ELEVATOR MECHANIC		
Elevator Constructor.....	\$ 75.14	47.446+a+b
Modernization and Repair....	\$ 59.09	45.564+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 07/01/2023

Rates	Fringes
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HUD-67

POWER EQUIPMENT OPERATOR
(HEAVY & HIGHWAY)

GROUP 1.....	\$ 113.37	36.10
GROUP 2.....	\$ 93.75	36.10
GROUP 3.....	\$ 96.73	36.10
GROUP 4.....	\$ 94.42	36.10
GROUP 5.....	\$ 92.58	36.10
GROUP 6.....	\$ 88.94	36.10
GROUP 7.....	\$ 90.59	36.10
GROUP 8.....	\$ 88.01	36.10
GROUP 9.....	\$ 86.19	36.10
GROUP 10.....	\$ 82.44	36.10
GROUP 11.....	\$ 77.11	36.10
GROUP 12.....	\$ 78.79	36.10
GROUP 13.....	\$ 49.36	36.10
GROUP 14.....	\$ 60.16	36.10
GROUP 15.....	\$ 56.01	36.10

POWER EQUIPMENT OPERATOR
(PAVEMENT-HEAVY & HIGHWAY)

Asphalt Plants.....	\$ 72.72	36.10
Asphalt roller.....	\$ 85.79	36.10
Asphalt spreader.....	\$ 88.01	36.10

POWER EQUIPMENT OPERATOR
(STEEL ERECTION)

Compressors, Welding Machines.....	\$ 56.29	36.10
Cranes, Hydraulic Cranes, 2 drum derricks, Forklifts, Boom Trucks.....	\$ 93.89	36.10
Three drum derricks.....	\$ 97.68	36.10

POWER EQUIPMENT OPERATOR
(UTILITY)

Horizontal Boring Rig.....	\$ 83.78	36.10
Off shift compressors.....	\$ 69.81	36.10
Utility Compressors.....	\$ 55.65	36.10

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), tigger 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 07/01/2023

	Rates	Fringes
Power Equipment Operator		
BUILDING & RESIDENTIAL		
GROUP 1.....	\$ 89.09	36.10
GROUP 2.....	\$ 94.30	36.10
GROUP 3.....	\$ 80.71	36.10
GROUP 4.....	\$ 73.47	36.10
GROUP 5.....	\$ 55.13	36.10

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 07/01/2021

	Rates	Fringes
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POWER EQUIPMENT OPERATOR

HEAVY AND HIGHWAY

GROUP 1.....	\$ 74.65	38.00
GROUP 2.....	\$ 72.40	38.00
GROUP 3.....	\$ 68.62	38.00
GROUP 4.....	\$ 64.82	38.00
GROUP 5.....	\$ 44.45	38.00

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 07/01/2023

BRONX, NEW YORK, RICHMOND

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 57.20	86.77

IRON0046-003 07/01/2023

	Rates	Fringes
IRONWORKER METALLIC LATHERS AND		
		HUD-71

REINFORCING IRONWORKERS.....\$ 56.95 28.80

IRON0197-001 07/01/2023

Rates Fringes

IRONWORKER

STONE DERRICKMAN.....\$ 58.90 58.37

IRON0361-002 07/01/2023

KINGS, QUEENS

Rates Fringes

Ironworkers:

(STRUCTURAL).....\$ 57.20 86.19

IRON0580-001 07/01/2023

Rates Fringes

IRONWORKER, ORNAMENTAL.....\$ 47.15 63.75

LAB00006-001 07/01/2022

Rates Fringes

LABORER (Cement and Concrete
Workers).....\$ 49.28 27.05

LAB00078-001 07/04/2022

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).....\$ 38.55 19.35

LAB00079-001 07/01/2023

Rates Fringes

LABORER (Building
Construction)

Demolition Laborers
(Interior)
Tier A.....\$ 39.70 24.44
Tier B.....\$ 28.89 18.86
Mason Tender/General
Laborer.....\$ 44.70 29.55

CLASSIFICATIONS

TIER A: Responsible for the removal of all interior petitions

and structural petitions that can consist of sheet rock, block or masonry. Also, all structural slab openings for ducts, mechanical, shafts, elevators, slab openings and exterior walls where the building is not being completely demolished.

TIER B: Responsible for shoveling of debris into containers, pushing containers from the inside to the outside of the building.

LAB00147-001 07/01/2022

	Rates	Fringes
LABORERS (FREE AIR & TUNNEL).....	\$ 64.08	54.00

Maintenance Men, Inside Muck Lock Tenders, Pump Men, Electricians, Cement Finishers, Caulkers, Hydraulic Men, Shield Men, Monorail Operators, Motor Men, Conveyor Men, Powder Carriers, Pan Men, Riggers, Chuck Tenders, Track Men Painters, Nippers, Brakemen, Cable Men, Hose Men, Grout Men, Gravel Men, Form Workers, Concrete Workers, Tunnel Laborers, Mole Nipper (one (1) Mole Sipper per Working Shaft per Shift for up to and including Two (2) Moles

LAB00731-001 07/01/2023

	Rates	Fringes
LABORER		
Building, Heavy and Residential Construction		
LABORER: (Asbestos, Lead, Hazardous Waste Removal (including soil)/CEMENT/CONCRETE.....	\$ 44.50	52.08
UTILITY LABORER.....	\$ 44.35	52.08

Paid Holidays: Labor Day and Thanksgiving Day

LAB00731-002 07/01/2023

	Rates	Fringes
Laborers:		
Heavy		
Blasters (hydraulic trac drill).....	\$ 51.85	52.08
Blasters.....	\$ 57.71	52.08
Hydraulic Trac Drill.....	\$ 51.85	52.08
Jackhammers, Chippers, Spaders, Concrete Breakers, All Other Pneumatic Tools, Walk Behind Self-Propelled Hydraulic Asphalt and Concrete Breaker.....	\$ 44.50	52.08
Powder Carriers.....	\$ 44.50	52.08

LAB01010-001 07/01/2022

Rates	Fringes
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HUD-73

Laborers:

HIGHWAY CONSTRUCTION

Fence Installer & Repairer.....	\$ 44.48	49.34
FORMSETTERS.....	\$ 48.35	49.34
LABORERS.....	\$ 44.48	49.34
Landscape Planting & Maintenance.....	\$ 44.48	49.34
Maintenance Safety Surface.....	\$ 44.48	49.34
Slurry/Sealcoater/Play Equipment Installer.....	\$ 44.48	49.34
Small Equipment Operator (Not Operating Engineer)....	\$ 44.48	49.34
Small Power Tools Operator.....	\$ 44.48	49.34

FOOTNOTES:

a. PAID HOLIDAYS: Memorial Day, Fourth of July, Labor Day, Columbus Day, Election Day and Thanksgiving Day, provided the employee has worked one (1) day in the calendar week in which the said holiday occurs.

LAB01010-002 07/01/2023

	Rates	Fringes
Laborers-Asphalt Construction:		
Micro Paver.....	\$ 49.45	50.92
Raker.....	\$ 48.85	50.92
Screedperson.....	\$ 49.45	50.92
Shoveler (Production Paving Only).....	\$ 44.98	50.92
Small Equipment Operator (Asphalt).....	\$ 44.98	50.92

PAIN0009-001 05/01/2023

	Rates	Fringes
GLAZIER.....	\$ 47.95	52.77
PAINTER		
Painters, Drywall Finishers, Lead Abatement Worker.....	\$ 43.00	40.21
Spray, Scaffold and Sandblasting.....	\$ 46.00	40.21

PAIN0806-001 10/01/2023

	Rates	Fringes
Painters:		
Structural Steel and Bridge.....	\$ 56.00	54.33

PAIN1974-001 12/28/2023

	Rates	Fringes
Painters:		
Drywall Tapers/Pointers.....	\$ 48.47	32.54

PLAS0262-001 08/01/2023

Rates	Fringes
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HUD-74

PLASTERER.....	\$ 47.05	30.40
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PLAS0262-002 08/01/2023

KINGS AND QUEENS COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 47.05	30.40

PLAS0780-001 07/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 55.47	34.88

PLUM0001-001 01/01/2024

	Rates	Fringes
PLUMBER		

MECHANICAL EQUIPMENT AND SERVICE

Any repair and/or replacement of the present plumbing system that does not change the existing roughing.....

.....\$ 48.20 21.36

PLUMBERS:.....\$ 73.70 42.25

PLUM0638-001 07/01/2023

	Rates	Fringes
PLUMBER		

SERVICE FITTERS.....\$ 41.75 14.00

SPRINKLER FITTERS,
STEAMFITTEES.....\$ 69.11 53.24

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 05/01/2024

	Rates	Fringes
ROOFER.....	\$ 48.50	38.87

SHEE0028-002 11/02/2023

Rates Fringes

HUD-75

SHEET METAL WORKER

BUILDING CONSTRUCTION.....	\$ 53.60	60.74
RESIDENTIAL CONSTRUCTION....	\$ 35.79	25.37

TEAM0282-001 07/01/2020

Rates Fringes

TRUCK DRIVER

Asphalt.....	\$ 42.68	46.9025+a
Euclids & Turnpulls.....	\$ 45.62	50.5625+a
High Rise.....	\$ 53.79	49.2025+a

FOOTNOTES:

PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day (Armistice Day), Thanksgiving Day, Day after Thanksgiving and Christmas Day. Employees working two (2) days in the calendar week in which a holiday falls are to be paid for such holiday, provided that they shape each remaining workday during such calendar week.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

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.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME

refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

NOTICE

The Standard Sewer And Water Main Specifications of the Department of Environmental Protection, Sewer Design Standards of the Department of Environmental Protection, Water Main Standard Drawings of the Department of Environmental Protection, Specifications For Trunk Main Work of the Department of Environmental Protection and the Standard Highway Specifications of the Department of Transportation of The City of New York, must be included as part of the contract documents. These said specifications and standard drawings are hereby revised under the following section headings:

- A. NOTICE TO BIDDERS
- B. REVISIONS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS
- C. REVISIONS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

(NO TEXT ON THIS PAGE)

A. NOTICE TO BIDDERS

(1) The contractor is hereby notified that the new scope of replacing the lead water service lines replacement is added to the contract and all work to be performed for the completion of the added scope will be in compliance with the new section **64.14 Lead Service Replacement which is included herein SW Pages under Section B in subsection (7)**.

B. REVISIONS 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 19:

Add the following to **Subsection 10.15**:

The concerned utility companies are listed in the utility package herein Volume 3 of 3.

(2) **Refer** to **Subsection 10.21 - Contractor To Notify City Departments**, Page 21:

Add the following to **Subsection 10.21**:

(1) N.Y.C. D.E.P., BUREAU OF WATER AND SEWERS OPERATIONS

The Contractor must notify Mr. Peter Gordon, P.E. Linear Capital Program Management Division at the Department of Environmental Protection, 59-17 Junction Boulevard, 3rd Floor Low Rise, Corona, NY, 11368 at (718) 595-4347, at least thirty (30) days prior to the start of construction.

(2) NEW YORK CITY FIRE DEPARTMENT

The Contractor must notify the Bureau of Plant Operations - Engineering Unit 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 will notify Mr. Hasib Amini / Akmal Mikhail – Traffic Signal/Street Lighting Operations, 34-02 Queens Blvd., Long Island City, N.Y. 11101 at (212) 839-3386 / (212) 839-3368, at least seventy-two (72) hours prior to the start of construction.

(4) N.Y.C. DEPARTMENT OF PARKS AND RECREATION

The Contractor must 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 will notify the Transit Authority at least two (2) weeks prior to the start of construction, in order to make the necessary arrangements.

Arrangements will be made through:

Hillary Cardoza Cato
Director, MTA-NYCT & MTA Bus, Bus Service Planning
2 Broadway, A17.03
2 Broadway, 17th Floor,
New York, N.Y. 10004
Hillary.cardoza-cato@nyct.com
646-252-5643 O 347-539-1367 M

(3) **Refer** to **Subsection 10.24 – Damaged Water Service Pipes To Be Repaired By A Licensed Plumber**, Page 22:

Add the following to **Subsection 10.24**:

If the damaged or cut water service pipe is lead, galvanized steel, or galvanized iron, the service pipe must not be partially replaced, but fully replaced from the main to the house control valve. If the service pipe was damaged, cut, or otherwise interrupted due to the Contractor's actions or means & methods (including selection of shoring systems), the water service pipe will be replaced at the Contractor's own cost.

(4) **Refer** to **Subsection 10.30 - Contractor To Provide For Traffic**, Page 24:

Add the following to **Subsection 10.30**:

(1) Traffic Stipulations:

The Contractor will refer to Traffic Stipulations identified in the maintenance of traffic requirements under Highway Contract No. SAND1048.

(5) **Refer** to **Subsection 40.02.15 - Disposal Of Water From Trenches**, Page 184:

Add the following to **Subsection 40.02.15**:

(A) The Department of Design and Construction has **not** filed application for Dewatering Permit with the New York State Department of Conservation (NYSDEC), under the Environmental Conservation Law (ECL), Title 15 of Article 15, for a Temporary Well Point System Permit. However, it is anticipated that the criteria for rate of pumping specified herebefore in this section will be exceeded in areas of construction; the Contractor shall be responsible for applying and obtaining the necessary dewatering permit prior to the dewatering of trenches within the scope of this project.

As part of the permit application the Contractor will be required to comply with all the requirements of **Section 40.16** herein.

Copies of all materials submitted to NYSDEC must be sent to the New York City Department of Design and Construction (NYCDDC), Infrastructure/Design.

The following minimum requirements set forth by the New York Department of Environmental Conservation shall be complied with prior to the start of work in areas of construction requiring dewatering permit:

- (1) An analysis must be made of water samples taken. The results are to be submitted to the Regional Permit Administrator. An analysis shall be made for BOD, salinity, oil, and grease. The samples shall be analyzed by a laboratory certified by the New York State Health Department and the results are to be submitted directed to the New York State Department of Environmental Conservation by the laboratory.
- (2) Prior to setting any wells, wellpoints or header pipes, the Contractor must submit to the NYSDEC a layout of the complete dewatering system including the location of the discharge point. When permitted by the NYSDEC, discharge of groundwater on the beach areas shall be done in such a manner as to eliminate any erosion or siltation and will require the installation of splash blocks and/or settling basins.

The Contractor is advised that all work required in obtaining a permit, must be submitted to, and approved by the NYSDEC prior to the commencement of any work in areas of construction requiring dewatering permit. No payment for any item of work will be made, and no shop drawing shall be approved for the areas of construction until such time that a written approval is obtained from the NYSDEC.

(B) The Contractor is advised that all work shall be governed by the provisions and requirements of the obtained permit, and their said provisions and requirements shall be made a part of the contract and the Contractor will be responsible for strict adherence thereto.

The cost of all work required for applying, complying and obtaining required dewatering permits including the cost for any required updating of permits shall be deemed included in the prices bid for all item of this contract. No additional or separate payment will be made for any work required in order to comply with these requirements.

- (6) Refer to Page 219:
Add the following new **Section 40.16**:

**SECTION 40.16
DEWATERING PERMITS**

40.16.1 DESCRIPTION

Under this contract, and at locations where groundwater will be present in the trenches and excavations, the Contractor is required to install, maintain and operate a temporary dewatering system of sufficient size and capacity to control ground and surface water flow into the excavation and to allow all work to be accomplished in the “dry condition”.

The Contractor will be required to obtain the following permits in order to operate a temporary dewatering system.

- (A) A Dewatering/Discharge Permit from the New York City Department of Environmental Protection (NYCDEP);
- (B) A Long Island Well Permit from the New York State Department of Environmental Conservation (NYSDEC), under the Environmental Conservation Law (ECL), Title 15 of Article 15, implemented by 6NYCRR Part 601 - Water Supply and Part 602 - Long Island Well. This permit is required only in the Boroughs of Brooklyn and Queens to withdraw water using a well point or deep well system where the total capacity of such well or wells is in excess of 45-gallons per minute (or 64,800-gallons per day); and,
- (C) An Industrial State Pollutant Discharge Elimination System (SPDES) or a Non-Jurisdictional Determination Letter in compliance with Title 8 and 7 of Article 17 of the Environmental Conservation Law of New York State, respectively.

The Contractor is advised that the provisions and requirements of the aforementioned permits shall govern all work, and the said provisions and requirements are hereby made a part of the sewer contract and the Contractor will be responsible for strict adherence thereto.

No dewatering work shall commence until the above-mentioned Permits have been obtained for this project.

The Contractor is advised that in order to comply with all the permits requirements, the Contractor will be required to submit maps, test data, etc. prior to the start of work. In order to expedite the processing of the permit and its requirements, the Contractor will be required to obtain the services of an independent Environmental Scientist as herein described below in **Subsection 40.16.2** to perform this work and act as liaison with NYSDEC and NYCDEP.

40.16.2 QUALIFICATIONS

The Environmental Scientist utilized to perform the work required under this section must have adequate experience in work of this nature (obtaining Long Island Well Permit/Dewatering Permit) and must have previous experience in working with the NYSDEC and the NYCDEP, designing equivalent dewatering systems, and have successfully obtained the type of permits required under this contract. Prior to the start of work, the Contractor will be required to submit the name and resume of the Environmental Scientist for approval.

40.16.3 NYSDEC DEWATERING PERMITS

The dewatering system shall be designed by the Environmental Scientist using accepted and professional methods of design and engineering consistent with the best modern practices.

The material to be submitted shall include, but not be limited to the following:

- (1)** Site Plan - Scaled, showing construction activity (e.g. excavation, pathway of the pipe, new outfalls, etc.) locations of well points, header pipes and pumps, and all staging and storage areas.

Also included herein shall be a layout of the complete dewatering system including the location of the discharge point. When permitted by the NYSDEC, discharge of groundwater on beach areas

shall be done in such a manner as to prevent any erosion or siltation and will require the design and installation of splash blocks and/or settling basins.

- (2)** Dewatering System Specifications:

- | | |
|-------------------------------|-----------------------------|
| (a) Number of Well Points | (h) Total Volume Pumped |
| (b) Diameter of Well Points | (i) Number of Pumps |
| (c) Spacing of Well Points | (j) Capacity of Pumps |
| (d) Length to Screen | (k) Duration of Pumping |
| (e) Depth to Bottom of Screen | (l) Initial and Average GPM |
| (f) Static Water Level | (m) Estimated Daily Pumpage |
| (g) Drawdown Required | (n) Flow Meter |

- (3)** Cross Section - Scaled, showing well points, riser, header, annular material (if used) and other equipment associated with each point. A typical construction style drawing may be utilized. Should the Contractor be permitted to use a deep well system, all information regarding it must be submitted.

- (4)** Drawdown Contour Map - Based upon a review of the surrounding area affected by the dewatering and upon boring within the project area and characteristics of the soils, the depth and pumping rate of dewatering system and the duration of the pumping, the Environmental Scientist shall submit both a narrative and diagram showing the anticipated maximum cone of depression which shall be shown from both above and in cross section on scaled diagrams. Contour lines on diagrams shall be labeled to show depth from land surface.

- (5)** Description of Site and Adjacent Areas - A short narrative shall be prepared describing the land use in the area paying attention to any potential sources of groundwater contamination that may migrate into the well's cone of depression, such as gas stations, chemical plants, wrecking yards, sanitary landfills, etc. Latest map of the area shall be included in the narrative.

- (6)** Groundwater Analysis - The Environmental Scientist shall develop and submit a sampling and analysis program subject to NYSDEC Approval (a minimum of one groundwater sample from a site well shall be collected and analyzed). A laboratory certified by the New York State Health Department shall analyze the samples. The sampling and analysis program must include but is not limited to the following:

NYSDEC REGION 2 - DEWATERING PROJECTS SAMPLING INFORMATION

NO.	PARAMETERS	TYPE	EPA METHOD	DETECTION
1	pH	Grab	150.1	EPA min
2	Temperature	°F	After Pumping	EPA min
3	Fecal Coliform	Grab	5-Tubes/3-Dilutions	2-MPN/100-ml
4	Oil & Grease	Grab	413.1	EPA min
5	BOD ₅	Grab	405.1	EPA min
6	Total Suspended Solids	Grab	160.2	EPA min
7	Settleable Solids	Grab	160.5	EPA min
8	Chlorides	Grab	325.1-325.3	EPA min
9	Benzene	Grab	602	EPA min
10	Toluene	Grab	602	EPA min
11	Xylenes	Grab	602	EPA min
12	Ethylbenzene	Grab	602	EPA min
13	PCB's	Grab	608	(See Note 1)
14	Pesticides	Grab	608	EPA min
15	13 Priority Metals	Grab	200 series	EPA min
16	Acids Base/Neutrals	Grab	625-GC/MS	EPA min
17	Halogenated Volatiles	Grab	601-GC	EPA min
18	Nitrate/Nitrite	Grab	300 or 353.3	EPA min
19	Aromatic Volatiles	Grab	602-GC	EPA min
20	Cyanide (total or amenable)	Grab	335.1/335.2	EPA min

NOTE:

- (1) List each individual aroclor found and report the concentration of each aroclor tested. Use the N.Y.S. detection limit, which is 0.065-µg/l.

Small dewatering projects with a total estimated pumped volume up to 15-Million Gallons (MG) require sampling analysis for parameters No.'s 1 through 12.

Medium dewatering projects with a total estimated pumped volume between 15-MG and 60-MG require sampling analysis for parameters No.'s 1 through 14.

Large dewatering projects with a total estimated pumped volume greater than 60-MG require sampling analysis for parameters No.'s 1 through 20.

Samples are to be collected after development of the well by a licensed well driller.

A laboratory certified by the NYS Department of Health must conduct all testing.

Irrespective of the aforementioned sampling requirements based on total estimated pumped volumes, the Department may require sampling of additional parameters if the proposed dewatering site is suspected of being contaminated.

40.16.4 SUBMISSION OF DEWATERING PLAN

The Environmental Scientist will be required to submit two (2) copies of the Dewatering Plan (together with all reports, materials, designs, drawings, maps and plans) to the Infrastructure Engineering Support Unit for review and approval. Once approved the Environmental Scientist shall submit in triplicate the

Final Dewatering Plan to both the NYSDEC and the NYCDEP. The Dewatering Plan should be bound and bear the name of the Contractor, NYSDEC Application Number and the Signature of the preparer. All drawings and maps shall be on sheets 27-inches by 40-inches and to scale not less than 1"=30'.

40.16.5 DAMAGES

The Contractor shall be responsible for and shall repair at no cost to the City any damage caused by inadequate or improper design and operation of the dewatering system, and any mechanical or electrical failure of the dewatering system.

40.16.6 SYSTEM REMOVAL

The Contractor shall remove all dewatering equipment and temporary electrical service from the site. All wells shall be removed or cut off a minimum of three (3) feet below the final ground surface and capped. Holes left from pulling wells or wells that are capped shall be grouted in a manner approved by the Engineer.

40.16.7 PAYMENTS

No additional or separate payment will be made for any work described herein. The costs for all labor, materials, equipment, permit fees, samples, tests, reports, services and insurance required or necessary to perform all the work described herein shall be deemed included in the price bid for all items of work.

(7) Add the following new **SECTION 64.14**:

Section 64.14 LEAD SERVICE LINE REPLACEMENT

64.14.1. INTENT

(A) Description

This section describes the work to be performed when a lead house service line must be replaced.

Replacing a lead service line includes replacing the entire service line between the corporation stop at the water main and the meter inside the building. Partial replacements or repairs of lead service lines are not allowed, per the Rules of the City of New York ("RCNY") Title 15, Chapter 20, Section 20-03(s). See Section 64.14.1 (D), below.

A partial lead service line (i.e., a lead service line that was previously extended or repaired) will be treated as a lead service line for the purposes of this Section.

All Work must conform to the requirements of RCNY Title 15, Chapter 20. If a conflict exists between these specifications and Title 15, Chapter 20 of the RCNY, Title 15 Chapter 20 of the RCNY will take precedence.

(B) Responsibility

Replacing a lead house service line will be:

1. The responsibility of the Contractor, and performed at the Contractor's sole expense, when:
 - a. The Contractor has damaged the lead service line.
 - b. The lead service line is cut or damaged due to the Contractor's means and methods.
2. The responsibility of the property owner, and performed by a contractor retained by the property owner at the property owner's sole expense when:
 - a. Upon careful excavation, the service line is found to be already damaged or leaking.
3. The responsibility of the City, and performed by the Contractor at the City's expense, as paid for under bid items **64.14A, 64.14AL, 64.14AM, 64.14B, 64.14BL, 64.14BM, and / or 64.14V** when:
 - a. The service line is in good condition and must be relocated or modified in order to construct a City owned utility, structure, or Green Infrastructure asset.

The final determination of responsibility for each service line to be replaced will be made by the Commissioner, in consultation with NYCDEP.

If a service line is required to be replaced at the Contractor's sole expense, the requirements of this Section must be followed.

(C) Outreach and property owner coordination

If a service line is required to be replaced at the Contractor's sole expense, the Contractor is responsible for all outreach and property owner coordination.

If a service line is required to be replaced at the property owner's sole expense, the Engineer, in consultation with NYCDEP, will provide the DEP 3-day water notice to the property owner.

If a service line is required to be replaced at the City's sole expense, the outreach will be as follows:

1. The Engineer will perform the initial outreach to the property owner and distribute the water filters provided in accordance with **Section 64.14.3.(O)**.

2. The Engineer, in consultation with NYCDEP, will obtain a written consent agreement from the property owner to:
 - a. Have their service line replaced at the City's expense;
 - b. Allow the Contractor access to perform the service line replacement; and
 - c. Accept the restoration provided by the City under **Section 64.14.3.(N)**.

The Contractor must not commence any service line restoration until and unless a written consent is obtained from the property owner by the Engineer.

(D) Partial replacement of lead service lines

Lead service lines will be partially replaced in the following conditions:

1. The service line is required to be replaced at the City's sole expense, but the property owner does not provide the required agreement per **Section 64.14.1.(C).2** above;
2. Removal of encumbrances would prevent access to the building (i.e., require the removal of stoops) or cause a building code violation; or
3. The Engineer deems the extent of encumbrances to be excessive.

Where a lead service line is to be partially replaced, the Contractor will install a new curb valve and appurtenances per **Section 64.14.3.(D)** below and replace the service line between the main and the curb valve. The replaced service line will be paid for under the appropriate items from **Sections 64.11** and **64.12**. The cost of installing the new curb valve and appurtenances must be included in the prices bid for the appropriate items from **Sections 64.11** and **64.12**.

For the purpose of providing water filter cartridges per **Section 64.14.2.(G)** below, a partial replacement, will be considered "fully replaced" upon completion of the partial replacement inclusive of the installation of the curb valve.

64.14.2. MATERIALS

- (A) All service pipe, insulation, and jacketing must be in accordance with **Section 25.01**, modified as follows: Only new materials must be used for installation of service pipes. New service pipes of two (2) inches in diameter or less must be Type K copper tubing. Lead service pipes larger than two (2) inches in diameter are not anticipated in this Contract. Materials for service pipes and fittings must be in accordance with Section PC605, Chapter 6 of the New York City Plumbing Code, latest version.
- (B) Backfill must be in accordance with **Section 40.06**.
- (C) Sawcutting must be in accordance with of **Section 71.11**.
- (D) Temporary restoration of streets, sidewalks, and curbs must be in accordance with **Section 71.31**.
- (E) Permanent restoration of streets, sidewalks, and curbs must be in accordance with **Section 71.41**.
- (F) Permanent restoration of pavements on private property must be in accordance with **Section 71.41**.

(G) Water filters: The water filter must include a water pitcher and an adequate supply of matching filter cartridges. The water pitcher must be a 7 cup standard PUR pitcher filter system as manufactured by KAZ, Inc. Filter cartridges must be supplied at no separate cost to cover the duration from distribution of the pitcher to the property owner for six months after the service line is fully replaced. Filters must be certified by the Water Quality Association (WQA) to remove 99% of lead in the water.

64.14.3. METHODS

(A) Service Line Details

1. Service lines less than one (1") inch will be replaced with one (1") inch service lines. Service lines one (1") inch and greater will be replaced with the same size service line.
2. Each new water service pipe must be laid in a straight line at right angle to the street main and extending from the tap to the main building control valve. Where surface or subsurface conditions make it impracticable to install a service pipe in accordance with the above conditions, it may be otherwise laid in an alternate location, provided the Contractor submits a plan showing the proposed alternative location of the water service pipe, and obtains the prior written approval of the Engineer as well as any and all applicable permits.
3. Unless otherwise authorized by the Engineer in writing, each copper tubing service must have at least three (3) feet of copper tubing formed in a gooseneck connection to the tap and laid to the right hand, facing the tap. Each copper pipe with threaded joints must have, at the tap or wet connection, an offset swing joint consisting of four (4) elbows and three (3) pieces of pipe, each piece of pipe not less than two (2) feet in length, laid to the right side facing the connection. Connections to the City main by ductile iron or cast iron must be made directly; no offset swing joint is permitted.
4. Where buildings are constructed on pile foundations or other unyielding supports, the copper tubing service must have two (2) goosenecks, and the copper pipe with threaded joints must have two (2) offset swing joints, one at the tap or the wet connection, laid to the right side facing the main, and one immediately outside the building, laid to the right side facing the building, with a sleeve to carry the service through the foundation wall.
5. All water service pipes must be installed and maintained at a depth of at least three and one-half (3½) feet and no more than six (6) feet below ground unless written permission to vary this requirement is obtained from the Engineer. Where a water service pipe has less than three and one-half (3½) feet of cover, due to subsurface conditions, it must be insulated and protected and possibly plated, as required, in a manner approved by the Engineer. No water service pipes will be allowed at a depth of 30" or less.
6. A water service pipe must not be laid within six (6) inches of any other subsurface structure, conduit or pipe, nor directly below and parallel with any subsurface structure, conduit or pipe.
7. All surfaces to be insulated must be cleaned of all scale, rust, oil, and foreign matter and must be dry and free of frost prior to and during application of insulation. All testing of piping to be insulated must be completed prior to the application of any insulation materials. All insulation and accessory materials must be stored in an area that is dry and protected from weather before and during insulation application. Insulation must be applied based on the approved manufacturer's requirements and as approved by the Engineer.
8. If a house ground connection is attached to the existing service line, it must be reconnected to the new service line at no additional cost.

(B) Installation

1. Water service pipe laid in a sewer or construction trench must be protected from settlement by supports or by securely benching the service in the side earth wall where applicable, while maintaining minimum distance requirements from sewer pipe.
2. After a tap has been inserted or service pipe installed, the backfill around and one (1) foot over the main and service must be Select Granular Fill and carefully tamped under and around the main and service line. The remainder of the backfill must be Approved Excavated Suitable Fill and must be satisfactorily compacted either by tamping or flushing, or both. Where trenchless technology (tunneling) has been permitted the backfill of the tunnel portion must be well compacted with Select Granular Fill. Tunneling is the preferred method and should be used where practical to avoid disturbing encumbrances.
3. If removal of encumbrances is necessary, the removal will be paid for under item 6.27A, DEMOLITION OF STRUCTURES. Prior written approval of the Engineer is required.

(C) Disconnect and Reconnecting Service Connections

The Contractor must disconnect existing lead service lines and reconnect new copper pipe at the City water main for all water service lines which are required to be replaced.

1. In all instances, where lead water service lines are to be replaced, the Contractor must excavate at the water main, disconnect the supply at the existing tap, and continue with replacement of the lead service line.
2. New taps may be required to be installed prior to the installation of the water service line. The Engineer must determine if an existing tap must be replaced. The Contractor must expose the existing tap and provide the Engineer the opportunity to inspect the tap and make such determination. Any and all costs associated with the installation of new taps, including but not limited to coordination and accommodation efforts, is deemed included in the unit items herein and no additional payment will be made to the Contractor.

(D) Curb Valves

1. All new water service lines must have new curb valves installed with iron extension boxes, unless directed by the Engineer.
2. Curb valves must be full port ball valves or non-rising stem gate valves designed for a minimum of 150 psi of working pressure.
3. All curb valves must be set in the sidewalk area and located 18" (eighteen) inches inside the face of the curb. Any variance from this requirement must be submitted in writing to, and approved in writing by, the Engineer.
4. Curb valves must be provided with a tar coated iron extension box with a cover which must be installed flush with the sidewalk within ¼ inches. Curb valves 2 inches and smaller may be full port ball valves equipped with a quarter turn shutoff.

(E) Building Control Valves

1. Where possible, existing building control valves must remain. If directed by the Engineer or if a building control valve is not present, a new building control valve must be installed. Removal and disposal of deteriorated valves or valves that contain lead will be incidental to installation of new building control valves. Building control valves must be made of material similar to the water service pipes and must be gate type except that valves between ¾" and 2" may be full port ball valves. Lead content of valves must not exceed 0.25%.

2. Building control valves must be placed on the water service pipe within 2' of the building wall and located where they will be accessible at all times. Valves must be designed for a 150 psi minimum working pressure. For combined service pipes 2 inches or smaller, the building control valve may be an OS&Y valve or UL/FM-approved full-port ball valve approved by the New York City Department of Buildings.

(F) Building Penetration

1. Where required, existing sleeves must be removed and new sleeves must be installed and grouted to properly seal the building penetration. Additional building penetrations should be avoided when possible. The sleeves to be used must be ductile iron. The cost for sleeves will be deemed included in the costs of all scheduled items.
2. If the existing service is cast into the wall without a removable sleeve, the Contractor must drill accordingly to allow for the installation of a sleeve. If the sleeve is non-removable, in good condition, and can be properly sealed, the Contractor must reuse the existing penetration, subject to the Engineer's approval. Core holes must be centered over the existing service pipe. The Contractor must take all necessary precautions to prevent coring water from collecting inside the building and to prevent damage to property in the building.

(G) Test of Service Pipe

Each new water service line must be subjected to a water test under the street main pressure by the Licensed Master Plumber in the presence of the Engineer. All pipes and appurtenances must remain uncovered for the duration of the test and must show no sign of leakage.

(H) Flushing of Service Lines

The Contractor must perform flushing in accordance with AWWA C810, Section 4.4.1. The cost for all flushing will be deemed included in the costs of all scheduled items.

(I) Water Main Shutdowns

The work under this item must be performed in strict accordance with RCNY, Title 15, Chapter 20, and as directed by the Engineer. If it is necessary to shut off the water main while repairing, replacing, or installing a service pipe, the Licensed Master Plumber must immediately notify the Engineer. No separate payment will be made for water main shutdowns that are needed by the Contractor; payment will be deemed included in the individual bid items.

(J) Dewatering

The work under this item requires installation, maintenance, operation, deconstruction, and removal of dewatering equipment to adequately lower the groundwater table to a point below the trench subgrade. Dewatering will be required at all ordered locations where groundwater is present in the trench, or as directed by the Engineer. The work must be performed in strict accordance with the Standard Water Main Specifications, NYCDOT Standard Highway Specifications, and as directed by the Engineer. There will be no separate payment for the installation, maintenance, operation, deconstruction, or removal of any dewatering equipment; payment will be deemed included in the individual bid items.

(K) Extended Work Hours

The Contractor must schedule corporation stop (tap) and wet connection inspections only during regular business hours, unless approved by the Engineer. All work performed during extended work hours and any work done on holidays or on weekends, must be performed in strict accordance with the NYCDOT permits, and as directed by the Engineer. Work performed during extended hours will not be paid for separately; payment will be deemed included in bid items.

(L) Time is of the Essence

Construction of building service lines must be completed promptly and without delay in order to minimize the impact on property owners. All service lines should be disconnected and reconnected (brought back on-line) on the same day of installation and no later than 6 pm. However, in no event will building service lines be disconnected for a duration greater than 24 hours. This may require the service line replacement to be done in a two-step process (main to curb valve, curb valve to meter) in order to minimize the impact on property owners, at no separate cost. If service line replacement is done as a two-step process, the overall time must not exceed six months.

(M) Final Cleanup

All pipes and valves removed during the Work will become the property of the Contractor. Lead pipes must be disposed of by the Contractor in full compliance with federal, state, and local environmental rules, policies, and regulations, and as approved by the Engineer. Project site must be left in a neat and clean condition. All tools, equipment, materials, debris, scrap, trash, etc. must be removed at the end of the work day and upon completion of the Work.

(N) Restoration

1. Restoration in roadways, curbs, and sidewalks

Restoration of roadways, curbs, and sidewalks will be in kind to match existing, and will be paid for under the appropriate bid item, as described in **Section 71.41**.

2. Restoration on private property

All excavations within the building line, except asphalt and concrete pavements, must be backfilled with the excavated material and levelled smoothly to the adjacent ground, and these costs must be included in the prices bid for replacement of service lines. The Contractor will not be responsible for removal or replacement of encumbrances on service line replacements paid for by the City.

Encumbrances are the property owner's property that interfere with the lead water service line replacement and may include:

- a. Stoops, retaining walls, railings, decks, porches, fountains, statuary, or other structures other than sidewalks, driveways, or pavements;
- b. Shrubs, trees, or landscaping other than turf; and
- c. Walls, panels or finishes inside the building.

Restoration on private property will be limited to installing new asphalt and concrete pavements, subject to approval by the property owner. If the property owner does not agree to the restoration below, no additional restoration will be provided. The following are the only items available for restoration on private property:

- a. Item 4.02 AG, ASPHALTIC CONCRETE WEARING COURSE, 3" THICK, S.Y.
- b. Item 4.13 AAS, 4" CONCRETE SIDEWALK, S.F.
- c. Item 4.13 BAS, 7" CONCRETE SIDEWALK, S.F.
- d. Item 4.20 SEEDING, S.Y.

(O) Water Filters and Test Kits

For every lead service line encountered, the Contractor must:

1. Submit a Lead Test request through NYC 311. NYCDEP will directly supply lead test kits to the property owner.
2. Provide a water filter meeting the requirements of **64.14.2.(G)** to the Engineer, who will distribute to the property owner immediately following lead service line replacement. The Contractor will not be paid separately for water filters; the costs of these items must be included with the prices bid for all items.

64.14.4. MEASUREMENT

- (A) The quantities of REPLACEMENT OF SERVICE LINE UP TO 1 IN, UP TO 40 FT and REPLACEMENT OF SERVICE LINE 1-1/4 TO 2 IN, UP TO 40 FT to be measured for payment will be the actual number of service lines replaced.
- (B) The quantities of ADDITIONAL LENGTH OF SERVICE LINE UP TO 1 IN BEYOND 40 FT and ADDITIONAL LENGTH OF SERVICE LINE 1 -1/4 TO 2 IN BEYOND 40 FT to be measured for payment will be the additional length, measured in linear feet, of service line beyond 40 feet measuring as the distance of a straight line from the centerlines of the water main to the meter or building main control valve, whichever is encountered first. Any quantity beyond the straight-line distance will require prior written approval by Engineer.
- (C) The quantities of REPLACEMENT OF SERVICE LINE UP TO 1 IN BETWEEN BUILDING CONTROL VALVE AND METER and REPLACEMENT OF SERVICE LINE 1-1/4 TO 2 IN, BETWEEN BUILDING CONTROL VALVE AND METER to be measured for payment will be the actual length of service lines replaced between the building control valve and meter.
- (D) The quantities of INSTALL NEW BUILDING CONTROL VALVE 2 IN AND UNDER to be measured for payment will be the actual number of building control valves replaced.

64.14.5. PRICE TO COVER

- (A) The price bid for REPLACEMENT OF SERVICE LINE UP TO 1 IN, UP TO 40 FT, ADDITIONAL LENGTH OF SERVICE LINE UP TO 1 IN BEYOND 40 FT, REPLACEMENT OF SERVICE LINE 1-1/4 TO 2 IN, UP TO 40 FT, and ADDITIONAL LENGTH OF SERVICE LINE 1 -1/4 TO 2 IN BEYOND 40 FT must be a unit price bid per each service line replaced, and must include the cost of all labor, materials, plant, equipment, and insurance required to complete the Work as specified, including but not limited to: obtaining permits, scheduling appointments, performing site visits, providing notification, mobilization, sawcutting, excavation work disconnection and reconnection of service at main, sheeting, removal and disposal of existing service lines (inclusive of any salvage value), curb valves and curb valve boxes, removal or destruction of existing tap, installation of new taps, installation of gooseneck and offset swing joint, installation of new curb valve, coring and installing seal for building penetration, excavation of all materials of whatever nature encountered, restoration of private property, permanent restoration of street, curb and sidewalks including pigmented concrete as required, cleaning up, hauling away of all materials, removal of all debris and water incidental to connecting the water service line to the building control valve, inspection and testing, flushing, and buried insulation of water service lines due to insufficient depth, and demobilization together with all other items necessary to complete the Work.
- (B) The price bid for REPLACEMENT OF SERVICE LINE UP TO 1 IN BETWEEN BUILDING CONTROL VALVE AND METER and REPLACEMENT OF SERVICE LINE 1-1/4 TO 2 IN, BETWEEN BUILDING CONTROL VALVE AND METER must be a unit price bid per linear foot, and must include the cost of all labor, materials, plant, equipment, and insurance required to complete the Work as specified, including but not limited to the meter setter, couplings, and other fittings; cleaning up; hauling away of all materials; together with all other items necessary to complete the Work.

- (C) The price bid for INSTALL NEW BUILDING CONTROL VALVE 2 IN AND UNDER must be a unit price bid per each valve replaced, and must include the cost of all labor, materials, plant, equipment, and insurance required to complete the Work as specified, including valve supports; connections to service and building lines; earth excavation of all materials of whatever nature encountered; backfilling; cleaning up; hauling away of all materials; together with all other items necessary to complete the Work.
- (D) When payment is made under this **Section 64.14** for replacement of a service line, no separate payment will be made under **Sections 64.11** and **64.12**.
- (E) No direct payment will be made to the Contractor for insulating service lines where required. All costs associated with furnishing, delivering, and installing insulation and appurtenances will be deemed included in the prices bid for the items below.

Payment will be made under:

Item No.	Description	Pay Unit
64.14A	REPLACEMENT OF SERVICE LINE UP TO 1 IN, UP TO 40 FT	EACH
64.14AL	ADDITIONAL LENGTH OF SERVICE LINE UP TO 1 IN BEYOND 40 FT	LF
64.14AM	REPLACEMENT OF SERVICE LINE UP TO 1 IN BETWEEN BUILDING CONTROL VALVE AND METER	LF
64.14B	REPLACEMENT OF SERVICE LINE 1-1/4 TO 2 IN, UP TO 40 FT	EACH
64.14BL	ADDITIONAL LENGTH OF SERVICE LINE 1 -1/4 TO 2 IN BEYOND 40 FT	LF
64.14BM	REPLACEMENT OF SERVICE LINE 1-1/4 TO 2 IN, BETWEEN BUILDING CONTROL VALVE AND METER	LF
64.14V	INSTALL NEW BUILDING CONTROL VALVE 2 IN AND UNDER	EACH

(8) Refer to Subsection 71.41.4 - Specific Pavement Restoration Provisions, 530
Add the following to **Subsection 71.41.4:**

Specific Pavement Restoration Provisions:

(1) Within the limits of the highway reconstruction and resurfacing the restoration shall be accomplished and paid for in accordance with Highway Construction Plans, Details and Specifications for Highway Project ID. SAND1048.

(2) In street areas requiring sewer and water main work outside the limits of highway reconstruction the restoration will be as follows:

(A) In street 36th Street.

a) The permanent restoration over the trench width and cutbacks only will consist of a top course of minimum three (3) inches of asphaltic concrete wearing course on a base course of a minimum of seven (7) inches of concrete, to match the existing pavement as directed by the Engineer.

(3) The following requirements apply:

(A) Before the top course is installed, an additional width of asphalt beyond the edge of new base course must 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 must 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) At locations requiring the installation of a concrete base course, a reflective cracking membrane must be installed over joints prior to restoration, the payment will be deemed included in the prices bid for all pavement restoration items.

Additionally, appropriate pavement keys as described below must be used.

(D) 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 Department of Transportation Specifications and Standard Details of Construction.

(E) 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.

(F) Payment for pavement restoration must be made under the following items:

ITEM NO.	ITEM	PAYMENT DESCRIPTION
4.02 AG	Asphaltic Concrete Wearing Course, 3" Thick	(For 3" asphaltic concrete wearing course overlay from curb to curb or edge to edge.)
4.04 HB	Concrete Base for Pavement, 7" Thick (High-Early Strength)	(For concrete base course over trenches and cutbacks)

C. REVISIONS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

- 1) **Refer to Part 1 – Furnishing And Delivering Steel Pipes And Appurtenances 30 inches in Diameter and Larger, Section 11. Fabrications: Page 4;**
Add the following to Section 11:

All steel water mains shall be spiral welded pipes, and all steel water main fitting shall be fabricated from qualified spiral welded pipe. Can type pipe is not acceptable.

- 2) **Refer to Part 1 – Furnishing And Delivering Steel Pipes And Appurtenances 30 inches in Diameter and Larger, Section 13. Special Fittings: Page 5;**
Add the following to Section 13:

The steel reducer shall have a length of seven (7) feet for every twelve (12) inches reductions in diameter.

END OF THIS SECTION
This Section consists of Seventeen (17) pages

NO TEXT ON THIS PAGE

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)

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I - NOTICE TO ALL BIDDERS; GAS COST SHARING WORK

All prospective bidders are hereby advised that, pursuant to the "Gas Facility Cost Allocation Act", ("the Act"), the City of New York has entered into an agreement ("the Agreement") with the gas companies (Con Edison or National Grid (formerly KeySpan Energy Delivery)) operating in their respective areas of the City to "share" the cost of facility relocation and/or support and protection of facilities disturbed by proposed water and/or sewer and related City work specified in this contract. Therefore, bid items, specifications and estimated quantities for the incremental costs of support and protection of certain gas facilities have been included in this contract. The low bid for this contract shall be determined by examining each bid for all work to be performed under this contract including any work of support and protection of gas facilities to be performed. The Contractor shall not seek additional compensation from gas companies except as specifically set forth in its contract.

II - GENERAL PROVISIONS; GAS COST SHARING WORK

1. General:

The Contractor shall perform City work with interferences from existing live and abandoned gas facilities. This shall be defined as utility work. Therefore, this contract 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. The Engineer will notify the gas facility operator in writing of overruns. The Contractor must invoice the gas facility operator for payment of all overruns, which will be paid by the gas facility operator at the contract bid price. Gas facility operator will be entitled to reimbursement by NYCDEP under established cost sharing procedures.

4. Changes And Extra Work:

This section is not applicable to work defined under "Emergency Reconstruction Contracts" or so-called "Where and When Contracts" since these projects, by definition, inherently encounter unanticipated gas facilities and cannot be pre-engineered. In all other cases, any contract changes proposed for City work shall also cover and include all associated changes to support and protection of gas facilities affected by such changes to City work. In all other cases where the Contractor finds that City work cannot be performed as planned and specified and/or, as approved because of a need to support, protect and/or alleviate interferences from gas facilities that were not listed and/or shown, or incorrectly shown in contract plans and specifications, he shall immediately notify the Resident Engineer and the facility operators' representative of his findings. Resident Engineer shall promptly examine such claims and determine whether or not such work is covered by contract bid items and /or specifications (contract bid items and specifications shall include city contract items as well as EP-7 items). The Resident Engineer shall also

examine the claim to determine if the application of EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" is appropriate to resolve the claim. If upon examination, the Engineer determines that such field conditions were unanticipated (not shown and/or listed, or incorrectly shown in contract documents) and are not covered by bid items and contract specifications, he shall then direct the Contractor and the affected facility operator to negotiate the cost of supporting and protecting, and/or alleviating the impact on City work caused by such unanticipated gas facilities with each other with the understanding that the performance of City work shall continue during negotiations. If a cost agreement is reached, the Contractor and facility operator shall adjust such costs between themselves at no additional costs to the City contract. If the Contractor and affected facility operator do not reach an agreement concerning the price to be paid for the extra work within five (5) business days of the Engineer's directive to engage into such negotiations and, after considering: public safety and inconvenience, requirements of laws and regulations applicable to private utilities, integrity of all utility systems, including but not limited to sewer and water, gas, electric, telephone and, cable TV facilities, sound engineering practices, cost (long and short term) to all affected parties, and potential City work delays, then the Resident Engineer, depending on nature and severity of interferences with City work, shall either, direct the facility operator to relocate or replace its facilities at its own discretion and cost, reimbursable by NYCDEP under established gas cost sharing procedures or, direct the Contractor to perform the utility work on actual time, material and equipment costs basis pursuant to relevant contract requirements and amendments. Contract bid prices for any applicable items of work involved shall be applied, or converted to an allowance for time and material charges. Changes shall be for affected portions of utility work and, shall be processed with EP-7 funds.

5. Excavation:

All excavators shall notify the NYC/LI One Call Center at 1-800-272-4480 at least two (2) working days, not including the day of the call, but not more than ten (10) working days in advance of the start of any excavation work. The gas company(ies) will mark out its facilities within the project limits and provide

Construction Inspector(s) during all excavation work in close proximity (within twelve (12) inches) to gas facilities. The Contractor shall exercise extreme caution when excavating in the vicinity of any gas facilities. Hand excavation shall be performed within twelve (12) inches of gas facilities. The Contractor prior to excavating underneath these facilities shall adequately support all gas facilities. Standard support details for gas facilities have been included in the specifications. Any damage to gas facilities shall be reported immediately to the gas company(ies). The Contractor shall be responsible for all cost associated with repairs made necessary by damages caused by his operations.

6. Backfilling And Street Restoration:

Backfilling operations and street restorations shall be in accordance with contract requirements.

7. Non-Responsive Bids:

Every gas (EP-7) bid item has a suggested "Not less than" value per unit indicated on contract bid sheet. Bids resulting in cost of less than suggested for EP-7 items are hereby prohibited and if submitted shall be considered NON-RESPONSIVE.

8. Minimum Clearances:

Clearance requirements for City work shall govern and supersede any clearance requirement of gas facility operator. Therefore, a minimum of twelve (12) inches clearance between private utilities and City water mains, sewers or related structures to be installed in this contract shall be maintained. When this clearance is not attainable, the Resident Engineer may allow a minimum of four (4) inches clearance. With less than twelve (12) inches clearance a neoprene/polyethylene shield (to be provided by facility operator) shall be installed as part of all work item specifications. However, if Resident Engineer determines that City work cannot be performed within allowable clearance and no reasonable City accommodation (no-cost change to City work) is possible, the City shall direct the facility operator to remove, relocate, shift, or alter their facility(ies) pursuant to the New York City Administrative Code.

9. Work By Facility Operator:

The facility operator may find it necessary to perform the following types of work during performance of City work: accommodating a contractor's request for gas facilities modifications (in order to facilitate City contractor's proposed construction method) or, remedial and emergency work on gas facilities proper with their own resources and materials if an approved method of construction for City work causes unanticipated disturbances to gas facilities or, replacing defective gas facilities when they are exposed by the Contractor and their actual conditions are observable by the facility operator. Also included in the above category of defective gas facilities are: the presence of environmental contaminants attributable to the gas facility in or around gas facilities. If such work is deemed required by the facility operator or if facility operator is directed by the City to address such deficiencies at any time during the course of construction, the Contractor shall modify the construction schedule at no cost to the City and allow the facility operator five (5) business days to perform such work without interferences. Additional costs to the facility operator (in cases of accommodations) or, Contractor (in cases of defective gas facilities) due to such gas work, if any, shall be the responsibility of the parties involved and not of the City. Such costs shall be a matter of adjustment between the Contractor and the facility operator.

10. Materials Furnished By Facility Operator:

It shall be the Contractor's responsibility to inspect material to be installed by him immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional costs to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

11. Liability And Insurance:

Notwithstanding the provisions of this contract, the existing division of liabilities to third parties shall remain the same as between the City and the company. Therefore, it is specifically agreed by the City, company and Contractor (by bidding on this contract) that for the purpose of any liabilities to third parties, that the City contractor performing work directly and physically relating to gas company facilities in this project, shall be deemed an agent of the company and not an agent of the City, the New York City Municipal Water Finance Authority, or the New York City Water Board. Contractor shall include the company as an additional insured on all insurance policies maintained to comply with the City's insurance requirements.

12. Width And Depth Of Excavation:

Contractor shall not be authorized to deliberately change trench or excavation widths and/or depth specified without Engineer's approval. Enlargement of any side of excavation up to eighteen (18) inches beyond pay limits (or inside face of sheeting) requested by the Contractor for the installation of certain types of sheeting may be granted. However, such enlargements or those greater than allowable shall not be approved when, in the sole judgment of the City, field conditions allow the water mains and sewer work to be performed within the limits specified and, the sole purpose of such enlargement request is to impact adjacent utilities (public or private) whose support and protection are part of this contract. Any approval shall be given at no additional cost to the City contract, including EP-7 funding, and all costs associated with unauthorized enlargements shall be the sole responsibility of the Contractor.

13. Depth And Crossing Angles Of Gas Facilities:

Where gas facilities are shown (or specified as) crossing proposed alignment of sewers, water mains, catch basins and chute connections or any other proposed excavations at specific angles (as measured off plans or sketches or specified in contract), it shall be understood that actual field measurements may deviate (plus or minus) forty-five (45) degrees from those shown or specified. The cover, or depth from street surface to top of facilities, shall be as shown or specified in contract documents, no deviation is to be assumed. Where gas facilities are not shown on contract documents, but their support and protection are otherwise included in this contract then, all references to facilities crossing at "various angles and depth" in the gas sections shall mean that such facilities are crossing sewer, water, catch basin and, catch basin chute, and other excavations at a ninety (90) degree angle to the proposed sheeting line or side of

excavation (for unsheeted trenches) with an allowable deviation of forty-five (45) degrees in any direction, except for catch basin chute excavation where the allowable deviation shall be sixty (60) degrees. Where the cover is not noted or specified, the bottom face of such facilities shall be assumed to be crossing catch basin chutes at a depth of three (3) foot eight (8) inches or less from the street surface. Paragraph No. 2 above shall apply in cases of distribution water main construction. Appropriate bid items and specifications are provided for cases where angle and depth are greater than stated above. This section also applies to work defined in "Emergency Reconstruction Contracts" or so-called "Where and When Contracts". These contracts are not pre-engineered and consequently have no drawings, sketches or determined locations and so, gas facilities encountered will be crossing existing and proposed sewer, water, catch basin/catch basin chutes and all appurtenances at various angles and depths.

14. Maintenance Of Traffic For Gas Work:

All work pertaining to gas bid items and specifications shall be performed within the contract maintenance of traffic plan as specified in the contract document. The bid price for the Maintenance and Protection of Traffic shall cover all work pertaining to gas items. The City shall make compensation for additional maintenance and protection of traffic items in connection with gas item of work only when such additional work is deemed reasonable and necessary by the Resident Engineer and is approved by him prior to its performance.

15. Relocated Gas And Temporary Systems Installation:

In cases where the Contractor is allowed to select the location for temporary construction such as, installation of dewatering headers, wells, well points, etc., he shall not disturb any gas facilities shown on sketches provided in this section. The only exception shall be, if the affected gas company agrees to such relocation and provided that the cost of such relocation is a matter of adjustment between the company and Contractor, and at no cost to the City.

16. Role Of Company Inspector:

In any case in which the City elects to perform some or all support and protection work with its own employees, personnel or contractors, the facility operator shall provide onsite inspectors to approve and certify such support and protection work (exclusive of City accommodations) performed by the City's own employees, personnel, and contractors. Facility operator's inspectors are not authorized to direct City contractor during the performance of contract work. They shall act through the City Resident Engineer and provide him/her required approvals and certifications, prior to preparing partial payments of EP-7 items, in a format and frequency to be prescribed by the appropriate City Head of Construction.

17. Coordination With Gas Company:

The Contractor shall be required to notify the gas company(ies), in writing, at least two (2) weeks prior to the start of final paving in order to allow companies to complete any unfinished gas work located within the area to be paved. Every effort shall be made to maintain gas service with minimum inconvenience to the public.

III - TECHNICAL SECTION

SECTION 6.01 - Trench Crossings; Support And Protection Of Gas Facilities And Services.

1. Description:

Under this section, the Contractor shall provide all labor, materials, equipment, and incidentals required to

support and/or protect the integrity of gas mains, services and appurtenances of any sizes, configurations, and operating pressures crossing trench excavations above subgrade for planned construction of sewers and water mains facilities. A gas service shall be defined as a gas pipe of three (3) inches in diameter or less branching from the main to a customer pick up point or property valve box. A gas main may be any size pipe that is part of a distribution or transmission network other than services described above. Crossings shall be defined as gas facilities spanning the width of excavation (one side to the other side). These crossings may be at various angles and depth as shown on "Gas Cost Sharing Work Standard Sketches Nos. 1 and 1A", and as specified in "General Provisions; Gas Cost Sharing Work Paragraph No. 13" and, at the locations shown or listed in contract documents. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with contract specifications, plans, and at the directions of the Resident Engineer in consultation with the authorized representatives of the facility operator.

2. Method Of Construction:

- A. **Protection:** In general, the gas facilities shall be protected as required by New York State Industrial Code 753. In particular, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the gas facilities (marked out by facility operators) and to ascertain the clearances and cover of the facilities with respect to the proposed excavation. Upon exposing the affected facilities sufficiently, at the discretion of the Resident Engineer, to ascertain the foregoing, Contractor shall be permitted to proceed with a combination of hand and machine excavation, as appropriate, outside a zone of protection whose limit shall be defined as a perimeter located twelve (12) inches from the outside face of each gas facility crossings (See "Gas Cost Sharing Work Standard Sketch No. 2"). If the facilities are in direct interference with City work, meaning that "Minimum Clearances" described in "General Provisions; Gas Cost Sharing Work Paragraph No. 8" cannot be maintained, and excavation has to be temporarily or permanently abandoned then this particular location shall become a test pit and dealt with as specified in Section 6.07, and "General Provisions; Gas Cost Sharing Work Paragraphs Nos. 2 and 8".
- B. **Support:** Gas mains or services crossing excavations equal or less than four (4) feet wide are generally self supporting, unless field conditions as determined by the Resident Engineer require otherwise. The support requirements for gas mains and services crossing excavations greater than four (4) feet wide shall be as shown on the attached "Gas Cost Sharing Work Standard Sketch No. 1" and Contractor shall use sheeting methods that permit the maintenance of gas facilities in their existing locations and configurations. Alternate methods equivalent to those shown on the sketch or accommodations by the facility operator proposed by the Contractor in order to facilitate the execution of the specified work shall be allowable, provided that prior approval is obtained by the Contractor from the Engineer and the facility operator. The support and protection of gas facilities crossings shown on plans, drawings, listings or otherwise identified in this contract shall not be circumvented with the issuance of so called "order outs".

3. Method Of Measurement:

The Contractor shall be paid for supporting and/or protecting gas facilities crossing trench excavations under the appropriate bid items covered by this section. The Contractor shall be directly responsible to the facility operator for the total cost of using any alternate method requiring the use of resources owned by the facility operator. Regardless of the method used, the City shall pay the bid price for the appropriate support and/or protect item of work. The average rate charged by the facility operator for alternate support and protection work such as, disconnecting and reconnecting gas services is listed in attached "Schedule GCS-A".

4. Payment Restrictions:

These items shall not be paid for: gas services crossing unsheeted water main trench excavation; abandoned gas main/services identified by facility operator; gas mains/services crossing trench excavations for fire hydrant branch connections pipes, catch basins and/or chutes (sewer drain pipe), house sewer and/or water services; gas facilities encroaching any face of excavation for sewer and/or

water construction, all of which are covered under other contract sections. Also this item shall not be paid for new gas mains and services crossing water trenches when trenching for such new facilities has been performed by the Contractor in common with trench excavation for City work (overlapping trench limits). The cost of supporting and protecting such gas facilities crossings shall be deemed included in the cost of trench excavation for the new gas facilities. This payment restriction shall apply even if such common trench gas excavation is not part of the contract. The prices bid for items covered by this section represent full compensation to Contractor to completely perform the work described. No other bid items shall be combined with these items in order to pay for gas main and/or services crossing excavations specified herein.

5. Method Of Payment:

Each (Ea.) gas facility crossing trench excavation as described in these specifications shall be counted for payment.

6. Price To Cover:

The cost of timber/steel supports installed for gas facilities shall be included in the bid price. The bid price for each crossing shall also cover all additional supervision, labor, material (except those provided by the facility operator), equipment and insurance necessary to completely maintain the gas facilities without disruption of service to the customers and in accordance with contract plans, specifications and facility operator standards. The price shall also include: changes of method of operations; sheeting modifications where necessary to accommodate the gas facilities crossings; installation and removal of water pipe under gas facilities (so called "snaking"); extra care during excavation (including hand excavation under existing single and multiple gas facilities); extra backfilling and compaction around, over and under gas facilities; installation and removal of sheeting around gas facilities; associated maintenance and protection of traffic; barricades; and traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.02 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Gas Interferences.

1. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance, and incidentals for the extra excavation associated with the installation of catch basin sewer drain pipes (chute) under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents and also, for the support and protection of these facilities during associated excavation and backfill operations. The gas company operating in the area, (facility operator), owns these facilities.

2. Method Of Measurement:

The bid price shall be per location (Each) where extra excavation is required when catch basin sewer drain pipes are installed at an upstream invert depth lower than four (4) feet (up to a maximum of six (6) feet) from the proposed pavement grade because the bottom faces of interfering gas mains and appurtenances are located at a depth greater than three (3) foot eight (8) inches from proposed pavement surface (See "Gas Cost Sharing Work Standard Sketch No. 4").

3. Method Of Construction:

Incremental cost responsibility for chute excavation is determined by the first private facility encountered starting from catch basin structure proper and that prevents the installation of the chute connection at an upstream cover less than or equal to three (3) feet or any other minimum cover required to avoid City facilities (e.g. water, sewer, etc.) as directed by the Resident Engineer.

4. Payment Restrictions:

This item shall not apply and related bid item shall not be paid in cases where:

- A. Upstream invert chute is more than six (6) feet deep because of gas facilities.
- B. Chute cannot be installed above existing gas facilities because of interferences with other private facilities that are not otherwise covered under this contract, regardless of upstream invert depth.

The above cases shall be at no cost to the City, but shall be a matter of adjustment between the Contractor and the facility operator(s).

5. Price To Cover:

The bid price shall cover the additional cost of all additional supervision, labor, materials, equipment and insurance, to complete the installation of catch basins and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities; backfilling and all other items necessary to perform all work incidental thereto including: installation and removal of drain pipe under gas facilities ("snaking"); widening of trenches to facilitate the above work; subsequent additional backfill and pavement restoration; modifying precast catch basin window to accommodate connection; changing sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to temporarily close and/or complete the work. The price shall not include removal of ledge rock and/or excavation of boulders in open cut.

SECTION 6.02.1 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Upstream Inverts Greater Than Six (6) Feet.

1. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance and incidentals for the extra excavation of catch basin chutes where the upstream invert is greater than six (6) feet under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents or as determined by field conditions and also, for the support and protection of these facilities during the associated excavation, sheeting and backfilling operations.

2. Method Of Measurement:

The bid price shall be per location (Each) where extra excavation and sheeting is required when the catch basin chute installed at an upstream invert depth lower than six (6) feet from the proposed pavement grade because the bottom faces of the interfering gas mains and appurtenances are located at a greater depth than three foot eight inches from the proposed pavement surface only.

3. Method Of Construction:

Incremental cost responsibility for chute excavation is determined by the first private facility encountered during such excavation when initiated from catch basin structure and that prevents the installation of the chute at an upstream cover less than or equal to three (3) feet or any other cover required to avoid City facilities as directed by the Resident Engineer.

4. Payment Restriction:

This item shall not apply and related bid item shall not be paid in cases where:
Upstream invert chute is less than or equal to six (6) feet deep because of gas facilities. Section 6.02 shall be paid.

5. Price To Cover:

The bid price shall cover the additional cost of all supervision, labor, materials, equipment and insurance to complete the installation of catch basin and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities incidental thereto; widening of trenches to facilitate the above work; subsequent additional backfilling and pavement restoration; modifying pre-cast basin window to accommodate connection; the installation of catch basin with deeper sumps as specified; additional sheeting and changes in sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.03 - Removal Of Abandoned Gas Facilities. All Sizes.

1. Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services, or appurtenances thereof, located within the street shown on the contract plans, owned by gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work.

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any resulting from this choice shall be a matter of adjustment between the Contractor and facility operator only, and at no cost to the City.

3. Restrictions:

The facility operator shall be solely responsible for its contaminated gas facilities, surrounding contaminated soil and their disposal and abatement procedures, unless contract bid items are applicable and provided for such work. In such cases, the quantity removed shall be charged to EP-7 bid item "UTL- GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" at the City bid prices.

4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment, and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, support and protection of such properties. The price shall also cover breaking, cutting, and/or burning of abandoned gas pipes and their disposal from the site; sealing open ends remaining in the excavation with concrete or caps (caps to be provided by the facility operator) and backfilling of the area where the pipeline has been removed with clean backfill. The price shall also include any required dump charges. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and restoration associated with abandoned gas facilities removal, all of which are covered under Section 6.06.

SECTION 6.03.1 - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For National Grid Work Only)

1. Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services or appurtenances thereof, located within the street shown on the contract plans, owned by the gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap and so, may require special handling and disposal methods as specified in National Grid Standard Operating Procedure 12-2, Coal Tar Wrap Handling and 12NYCRR56.

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, the Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, the facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost to the City contract. Should such investigation result in the determination that the abandoned gas facilities do not contain Coal Tar Wrap then the removal of said facilities shall be covered under separate item (See Section 6.03).

3. Requirements:

The City Contractor shall excavate abandoned gas facility sufficiently, either in its entirety, or at locations determined by Contractor to allow the removal of Coal Tar Wrap (if present on the abandoned gas facility) and to facilitate the safe extraction of manageable lengths of abandoned pipe without damage to adjacent facilities, utilities or City structures either parallel to or crossing above or below abandoned gas facility. The Contractor is to allow access to the designated cutting points within the Contractor's trench by authorized National Grid personnel who will remove the Coal Tar Wrap as per National Grid procedures. This work by National Grid personnel shall be performed in a timely fashion and shall not unduly impede the Contractor's progress and/or productivity. Upon completion of the coating removal, the Contractor shall be allowed to cut, burn or grind the gas facility and remove the section of abandoned pipe. The

Contractor at a site designated by the Contractor shall stockpile the removed pipe. The facility operator will be responsible to provide trucking and disposal services with its own personnel and shall remove the stockpiled pipes during off hours or during such time as agreed to by the Contractor. Since the pipe removed will remain the property of the facility operator and is to be disposed of by the facility operator, the facility operator shall be responsible for any required notifications, filings, dump charges and incidentals associated with the disposal of abandoned gas facilities found to contain Coal Tar Wrap.

4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, the support and protection of such properties. The cost shall also include hand excavation in the area(s) of proposed abandoned pipe cut(s), cutting and/or burning of abandoned gas pipes and stockpile of removed sections of abandoned pipe and associated maintenance and protection of traffic, blocking and temporary fencing if required. The unit price shall also cover sealing open ends remaining in the excavation with concrete or end caps (end caps to be provided by the facility operator) and backfilling of the area where the abandoned pipeline has been removed with clean backfill material. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and/or restoration (temporary and permanent) associated with abandoned pipe removal ("lost trench"), all of which are covered under separate Section 6.06. The price shall also include allowance for any loss of productivity by the Contractor due to required facility operator work to remove pipe coating and prepare pipe for cutting as well as any change in Contractor's excavation method, additional trucking and/or stockpiling costs.

SECTION 6.03.1a - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For Con Edison Work Only)

1. Description:

Under this section the Contractor shall provide all labor, material, equipment, insurance and, incidentals required to prepare abandoned gas mains, services and appurtenances thereof located within the street shown on contract plans, owned by the gas company operating in the project area (facility operator), for removal due to interference with proposed City work. These abandoned gas facilities were, at one time, used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural, manufactured or a combination of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distribution or furnishing of gas in enclosed containers. Such preparation for removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap which may contain asbestos or PCB's and so, may require special handling and disposal methods as specified in Con Edison - ASBESTOS MANAGEMENT MANUAL, CHAPTER 6 - ASBESTOS WORK PROCEDURES, SECTION 06.04 - COAL TAR WRAP REMOVAL. For under 25' (feet) in length and an approved NYC-DEP variance for over 25' (feet).

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas Facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for

this determination ahead of City work and Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities. However, the facility operator may prefer to make this test during performance of City work in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost the City contract. Should such investigation result in the determination that the abandoned gas facilities do not contain Coal Tar Warp then the removal of said facilities shall be covered under separate item (See Section 6.03).

3. Requirements:

The Contractor shall excavate abandoned gas facility sufficiently, either in 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 Contractors trench by authorized Con Edison personnel who will remove the Coal Tar Wrap as per Con Edison and/or NYC-DEP approved procedures. This access shall conform to all applicable codes, rules & regulations. This work by Con Edison personnel shall be performed in a timely fashion and shall not unduly impede the Contractors progress and/or productivity. Upon completion of the coating removal, the Contractor shall be allowed to cut, burn or grind the gas facility and remove the section of abandoned pipe. Contractor shall designate a specific site to stockpile those removed pipes. The facility operator will be responsible to provide trucking and disposal services with its own personnel and shall remove the stockpiled pipes during off hours or during such time as agreed to by the Contractor. Since the pipe removed will remain the property of the facility operator and is to be disposed of by the facility operator, the facility operator shall be responsible for any required notifications, filings, dump charges and incidentals associated with the disposal of abandoned gas facilities found to contain Coal Tar Wrap.

4. Method Of Measurement:

Abandoned gas facility removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment and insurance necessary to complete this work in accordance with the plans and specifications, including, but not limited to, excavation by hand around and under other City and facility operator owned properties and, where necessary, the support and protection of such properties. The cost shall also include hand excavation in the area(s) of proposed abandoned pipe cut(s), cutting and/or burning of abandoned gas pipes and stockpile of removed sections of abandoned pipe and associated maintenance of traffic, blocking and temporary fencing if required. The unit price shall also cover sealing open ends remaining in the excavation with concrete or end caps (end caps to be supplied by facility operator) and backfilling of the area where the abandoned pipeline has been removed with clean backfill material. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and/or restoration (temporary and permanent) associated with abandoned pipe removal ("lost trench"), all of which are covered under separate Section 6.06. The price shall also include allowance for any loss of productivity by the Contractor due to required facility operator work to remove pipe coating and prepare pipe for cutting as well as any change in Contractor excavation method, additional trucking and/or stockpiling costs.

SECTION 6.04 - Adjust Hardware To Grade Using Spacer Rings/Adaptors. (Street Repaving.)

1. Description:

Under this section, the Contractor shall provide all labor, supervision, materials, equipment, insurance and

incidentals required to adjust to final grade gas street surface hardware located within the contract area boundaries shown on the plans. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in concurrence with authorized representative of the facility operator.

2. Materials:

The facility operator shall furnish and deliver all prefabricated hardware parts required. These include adaptors for the grade adjustment proper and new street hardware if existing ones are found to be defective, all in accordance with the facility operator standards and City rules and regulations. The Contractor shall notify the facility operator of the installation schedule at least three (3) business days before materials are required on the site. Should the facility operator fail to deliver the necessary material according to any schedule mutually agreed upon by the Contractor and facility operator, the City shall not be responsible for any delays attributable thereto, nor for the failure of delivery of such materials. On project where material storage is not permitted on site, the facility operator shall deliver the required material to the Contractor's yard and it shall be the Contractor's responsibility to transport the material to the work site when needed for installation. It shall also be the Contractor's responsibility to inspect the materials to be installed by him immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional expense to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

3. Method Of Measurement:

The Contractor shall be paid for each six (6) inch round box and/or nine (9) inch square box adjusted to grade regardless of adjustment height requirements.

4. Price To Cover:

The unit price bid for this item shall include all additional labor, supervision, insurance, equipment and material (except those to be provided by the facility operator), required to adjust each box to grade as required in the contract plans and specifications. The bid price shall also include the removal of existing frames and covers from existing facilities to be salvaged and returned to the facility operator and, all material transportation from the Contractor's material storage yard to the work site. In addition the bid price shall include "chipping" around existing box using appropriate means and methods where grinding is required.

SECTION 6.05 - Adjust Hardware To Grade By Resetting. (Road Reconstruction.)

1. Description:

Under this item, the Contractor shall provide all labor, supervision, materials, equipment, insurance and incidentals required to adjust to the proposed grade gas street surface hardware located within the contract area boundaries shown on the plans. The gas company operating in the area, (facility operator), owns these facilities. The work shall consist of either building up or lowering or resetting the casting by removing the existing frame and cover building up or decreasing the existing installation, replacing the frame and/or cover if damaged or worn out, as determined by the Resident Engineer, with a new frame and/or cover furnished by the owner, and setting the frame and cover to new elevation. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer.

2. Materials:

The facility operator shall furnish and deliver all new hardware parts required. The Contractor shall furnish materials such as mortar, bricks and concrete in compliance with contract requirements. At locations where high-early strength concrete is required under this contract to be placed adjacent to gas facilities, then the requirement for concrete shall be high-early strength complying with the current New York State Department of Transportation, Standard Specifications for Class F concrete. Existing castings may be

replaced as required and deemed necessary by the Engineer and by City rules and regulations. The Contractor shall install the new castings of various sizes furnished by the facility operator. The Contractor shall notify the facility operator of the installation schedule at least three (3) business days before materials are required on the site and, shall provide off-loading services to the facility operator. Should the facility operator fail to deliver the necessary material according to any schedule mutually agreed upon by the Contractor and facility operator, the City shall not be responsible for any delays attributable thereto, nor for the failure of delivery of such materials. Such delays shall be a matter of adjustment between the Contractor and the facility operator. On project where material storage is not permitted on site, the facility operator shall deliver the required material to the Contractor's yard and it shall be the Contractor's responsibility to transport the material to the work site when needed for installation. It shall also be the Contractor's responsibility to inspect the materials to be installed by him, immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional expense to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

3. Methods Of Construction:

The Contractor shall remove and reinstall existing castings or install new castings to the proposed grade. Setting and resetting the castings shall be done with mortar and brick according to the standards of the facility operator. Work shall be performed in a workmanlike manner. Castings that are deemed unacceptable for resetting shall remain the property of the facility operator and he shall be responsible for their removal and proper disposal from site. No traffic shall be allowed on adjusted street hardware until permitted by the Engineer.

4. Method Of Measurement:

The Contractor shall be paid for each gas hardware adjusted to grade regardless of size or adjustment height requirements (up or down).

5. Price To Cover:

The unit price bid for this item shall include all additional labor, supervision, insurance, equipment and material (except those to be provided by the facility operator), required to adjust each gas hardware to grade as required in the contract plans and specifications. The bid price shall also include the removal of existing frames and covers from existing facilities; building up the existing installations with bricks and mortar, or lowering the existing installation by removing bricks and mortar; replacing damaged frames and/or covers with new frames and/or covers furnished by the facility operator; setting the frames and covers to the new elevations; protect existing installations; repair minor structural damages to existing installations prior to resetting frames; unloading of furnished castings at the Contractor's yard and transporting castings from the Contractor's yard to the job site as required; completing the work in accordance with the contract plans, specifications and, at the directions of the Engineer. In addition the bid price shall include "chipping" around existing gas facilities using appropriate means and methods where grinding is required.

SECTION 6.06 - Special Care Excavation And Backfilling.

1. Description:

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to support and protect the integrity of live gas facilities including mains, services, related structures and appurtenances during excavations. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in consultation with authorized representatives of the facility operator.

2. Applicability Of Section:

This section shall apply to live gas facilities of various sizes located within two (2) feet of any face of unsheeted excavation, (unsheeted excavation refers to any excavation performed for city work and includes

excavations performed that are to be subsequently sheeted using approved methods) and paralleling or, encroaching any face of excavation. Also, for crossings greater than forty-five (45) degrees and/or located at a cover depth greater than five (5) feet from existing street surface. Parallel facilities are not exposed at any time during excavation (See "Gas Cost Sharing Work Standard Sketch No. 5"). Encroaching facilities are partially exposed inside the limit of excavation (See "Gas Cost Sharing Work Standard Sketch No. 5"). This section shall also apply to gas facilities crossing catch basins excavation, and catch basins sewer connections (chutes) trench excavation only when extra depth (covered in other section), is not required for chutes installations because of such utilities interferences (See "Gas Cost Sharing Work Standard Sketch No. 3"). This section shall also apply to gas services (if shown or otherwise listed in contract documents) crossing unsheeted excavations for water mains, gas facilities crossing fire hydrant branch connections, house sewer and/or water service connections excavations. This section shall also apply for so called "loss trench", as described further, and for additional excavation (pavement and/or soil), backfilling, compaction, roadway base and pavement restoration due to abandoned gas facilities, only if removed by Contractor. If operating status of gas facilities cannot be determined prior to excavation then such facilities shall be considered live and this section shall fully apply. The excavation around fully exposed live gas facilities along and within limits of excavation (not crossings) shall be covered by this section also (not shown on "Gas Cost Sharing Work Standard Sketch No. 5"), however the support requirement, if any is required, of such facilities is beyond the scope of these specifications and therefore shall be the responsibility of facility operator to determine and prescribe, at no cost to the City contract, but shall be a matter of adjustment between the Contractor and facility operator.

3. Payment Restriction:

No special care excavation shall be paid for abandoned gas facilities paralleling and/or encroaching excavation and therefore are not in direct interference with City work. Except as allowed in this section, the bid item specified under this section shall not be used in combination with items covered under other sections for work done due to a particular gas facility. This item shall not be paid for new gas facilities when trenching for such new facilities has been performed by the Contractor of record in common with trench excavation for City Work (overlapping trench limits). The cost of excavating with care as defined in this section shall be deemed included in the cost of trench excavation for the new gas facilities. This restriction shall apply even if such gas common trench excavation is not part of the contract. If facilities are in direct interference with City work, meaning that "Minimum Clearances" described in "General Provisions; Gas Cost Sharing Work Paragraph No. 8" cannot be maintained and excavation has to be temporarily or permanently abandoned then this particular location shall become a test pit and dealt with as specified in Section 6.07 and "General Provisions; Gas Cost Sharing Work Paragraphs Nos. 2 and 8".

4. Method Of Construction:

All excavation in the vicinity of gas facilities shall be as required by NYS Industrial Code 753. Where these facilities are paralleling and located two (2) feet or less from the limits of the proposed excavation, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) to ascertain the clearances of these facilities with respect to the proposed excavation. Once the location of these facilities with respect to the proposed excavation is verified to the satisfaction of the Resident Engineer, the Contractor shall then proceed with a combination of hand and machine excavation as required preserving the integrity of the facilities. The installation of timber supports or underpinning, when soil foundation cannot fully support partially exposed pipes, may be required to prevent pipe movement as directed by the Resident Engineer.

5. Method Of Payment:

The unit price for this work item shall be based on cubic yard (CY) of average excavation with care and, is to be considered as an incremental cost for performing City work with gas facilities interferences.

6. Method Of Measurement:

A. For Paralleling Facilities: Volume calculated as: Depth as measured from existing street surface to the bottom of unsheeted trench excavation allowable by OSHA regulations, multiplied by, the width

measured as one (1) foot from the face of excavation toward the center of excavation, multiplied by the length of parallel facility, divided by twenty-seven (27) cubic feet per cubic yard (See "Gas Cost Sharing Work Standard Sketch No. 5"). The gas facility is no longer considered to be in interference once sheeting has been installed, therefore no further compensation for paralleling facilities as described above will be made.

- B. For Encroaching Facilities: Volume calculated as: Depth of trench as allowable by OSHA, maximum up to five (5) feet multiplied by, the width of partially exposed pipe plus one (1) foot, multiplied by the length of facility encroachment, divided by twenty-seven (27) cubic feet per cubic yard (See "Gas Cost Sharing Work Standard Sketch No. 5").
- C. Fully Exposed Gas Facilities: (Not shown on "Gas Cost Sharing Work Standard Sketch No. 5") along and inside trench and/or crossing trench at an angle greater than forty-five (45) degrees and/or a cover depth greater than five (5) feet from the existing street surface. The volume shall be measured as the depth of trench excavation multiplied by the distance measured along the sheeting line between two (2) points of intersections of the gas facilities and the sides of trench excavation, multiplied by the width of trench excavation.
- D. For Additional Excavation And Restoration Due To So Called "Loss Trench", When The Integrity Of Pavement And Soil Above And Around Existing Live Gas Facilities Cannot Be Maintained Due To Its Lack Of Cohesiveness: Volume shall be calculated as: Depth of unsheeted trench excavation multiplied by width measured as distance of facility from closest edge of unsheeted excavation plus, width of facility proper plus, one (1) foot or a maximum width of three (3) feet multiplied by length of facility fully exposed divided by, twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").
- E. For Facilities Crossing Excavation For Catch Basins, Or Chutes Installations (When NYCDEP Funded) Or Fire Hydrant Branch Connections, Or Unsheeted Water Main Trench, Or House Sewer And/Or Water Services: Volume calculated as: Depth as measured from existing street surface to the bottom of the trench excavation multiplied by, the width taken as the outside diameter of pipe or the width of structure plus one (1) foot on either side (two (2) feet), multiplied by, the length of exposed facility crossing the trench, divided by twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").

Overlapping volume dimensions measured as described above may occur when multiple facilities are paralleling excavations, encroaching excavations or crossing catch basins and catch basin chute installations. In such cases, all such facilities shall be counted as one limited by the extreme pipes, faces (See "Gas Cost Sharing Work Standard Sketch No. 2"). The volume shall then be calculated as described above.

7. Price To Cover:

The bid price shall also cover all additional supervision, labor, material, equipment and insurance necessary to excavate while protecting and maintaining (excluding supports for fully exposed live gas) gas facilities without disruption of service to the public and in accordance with contract specifications. The price shall also include, changes of sheeting method and excavation width configuration where necessary to accommodate gas facilities in their existing locations; difficulties during the installation of catch basins, chute connections, hydrant branch, and house sewer and water connections under or over gas facilities; loss of productivity due to slower rate of excavation (special care) during excavation, including the use of such methods as: hand excavation around existing single and multiple facilities, extra excavation and backfilling due to lost trench because of existing and adjacent gas facilities, compaction, removal of sheeting from the facilities, extra roadway base restoration and temporary pavement, associated maintenance and protection of traffic, barricades, and traffic plates that may be required to temporarily close and/or complete the work.

**SECTION 6.06A - Special Care Excavation and Backfilling for Transmission Mains.
(Transmission Main is described as any gas main with a MAOP greater than 124 psig)**

1. Description:

Under this section, the contractor shall provide all labor, materials (except for sand to be utilized for backfill of a one-foot envelope around the facility to be furnished by the facility operator), equipment, and incidentals required to support and protect the integrity of Gas Transmission Main during excavations. This facility is owned by the gas company operating in the area, hereafter referred to as facility operator. 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 Transmission Main of various sizes located within any excavation sheeted or unsheeted (excavation refers to any excavation performed for city work and includes excavations performed that are to be subsequently unsheeted/sheeted using approved shoring methods and paralleling, encroaching, and crossing any excavation. Parallel facilities are not exposed at any time during excavation (within 2' of edge of excavation)). Encroaching facilities are partially/fully exposed inside the limit of excavation. This section shall also apply to gas facility crossing catch basins excavation and catch basins sewer connections (chutes), water mains, fire hydrant branch connections, sanitary sewer, storm sewer, combination sewer, house sewer and/or water service connections excavations. The excavation around fully exposed live gas facilities along and within limits of excavation shall be covered by this section also, 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:

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 the General Provisions for Gas Cost Sharing (Para. No.8) cannot be maintained, the excavation shall be abandoned and the contractor shall be compensated as per the provisions specified in Paragraphs Nos. 5 and 6 of this item (6.06A).

4. Method of Construction:

All excavations in the vicinity of gas facilities shall be as required by NYS Industrial Code 753. No saw cutting of pavement or masonry for gas mains having less than 2 feet of cover to break asphalt/concrete as determined by the facility operator. The contractor shall use power excavation for the removal of pavement or masonry but only to the depth of such pavement or masonry **(breaking of pavement or masonry shall be done by means of hand held pneumatic breaking equipment)**. Upon removal of pavement or masonry the contractor shall use hand excavation methods only **(pick and shovel; no 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 and the facility operator the contractor shall then proceed with hand only within the zone of protection described as 2 feet from the face of the facility in all directions of the facility as required to preserve the integrity of the facility. Once outside of the zone of protection as described above the contractor may use a combination of hand and machine to complete the excavation.

5. Method of Payment:

The unit price for this work item shall be based on cubic yard (CY) of average excavation with special 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 facility, multiplied by, the width measured as two (2) feet 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 Only hand excavation shall be utilized within the zone of protection identified as 2 feet from face of facility, beyond 2 feet from the face of facility the contractor can use a combination of hand and machine.

B. For Encroaching Facilities:

Volume calculated as: Depth as measured from existing street surface to the bottom of facility, multiplied by, the width measured as two (2) feet plus the exposed facility toward the center of excavation, multiplied by the length of the encroached facility, divided by twenty-seven (27) cubic feet per cubic yard. Only hand excavation shall be utilized within the zone of protection identified as 2 feet from face of facility, beyond 2 feet from the face of facility the contractor can use a combination of hand and machine.

C. Fully Exposed Gas Facilities:

Volume calculated as: Depth as measured from existing street surface to the bottom of facility, multiplied by, the width measured as two (2) feet from the face of the facility on either side plus

the facility, multiplied by the length of the facility, divided by 27 cubic feet per cubic yard. Only hand excavation shall be utilized within the zone of protection identified as 2 feet from face of facility in all directions, beyond 2 feet from the face of facility in all directions the contractor can use a combination of hand and machine.

D. For Additional Excavation And Restoration Due To So Called "Loss Trench", When The Integrity Of Pavement And Soil Above And Around Existing Live Gas Facilities Cannot Be maintained Due To Its Lack of Cohesiveness:

Volume shall be calculated as: Depth of unsheeted trench excavation multiplied by width measured as distance of facility from closest edge of unsheeted excavation plus, width of facility proper plus, one (1) foot or a maximum width of three (3) feet multiplied by length of facility fully exposed divided by, twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").

E. For Facilities Crossing Excavation For Catch Basins, Or Chutes Installations (When NYCDEP Funded) Or Fire Hydrant Branch Connections, Or Unsheeted Water Main Trench, Or House Sewer And/Or Water Services:

Volume calculated as: Depth as defined above multiplied by, the width taken as the outside diameter of pipe or the width of structure plus one (1) foot on either side (two (2) feet), multiplied by, the length of exposed facility crossing the trench, divided by twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").

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, sanitary sewer, storm sewer, combination sewer and water connections under or over gas facilities; loss of productivity due to slower rate of excavation (special care) during excavation, compaction, removal of sheeting from the facilities, extra roadway base restoration and temporary pavement, associated maintenance of traffic, barricades, and traffic plates that may be required to temporarily close and/or complete the work. Breaking shall be done by means of hand held pneumatic breaking equipment. Inspection of exposed mains shall be performed by facility operator in a timely fashion and shall not unduly impede contractor's progress or productivity.

SECTION 6.07 - Test Pits For Gas Facilities.

1. Description:

Under this section, the Contractor shall furnish all labor, materials, insurance, equipment and appliances necessary to excavate, sheet and, maintain test pits at locations approved by the Resident Engineer in consultation with the facility operator. Test pits shall be dug in order to ascertain exact locations, cover and invert elevations, clearances, alignment and operating status (live or dead) of existing gas facilities. The Contractor shall inspect jointly with the Resident Engineer and facility operator, gas facilities and other structures uncovered, take all relevant measurements and elevations as directed by the Resident Engineer. Tests to determine operating status of gas facilities shall be performed by facility operator. The pits shall be covered with steel plates during daytime nonworking hours, and uncovered, as required, until the inspection work is completed. Testing of gas facilities may require a maximum of four (4) hours. Then, the pits shall be backfilled with clean fill, and resurfaced with temporary pavement. All traffic shall be maintained and all safety measures as stipulated shall be complied with.

2. Methods Of Construction:

- A. Excavation:** Existing pavement to be removed shall be neatly cut along lines of removal with a saw or other approved equipment which leaves a neat straight joint line along the juncture with subsequently replaced pavement. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. Use of hand operated pneumatic and electric jackhammers will be permitted only for breaking pavement and removal of masonry, concrete and boulders, or as otherwise directed by the Resident Engineer. The Contractor shall properly dispose of all materials excavated from test pits away from site. Test pits shall be excavated at locations shown on the contract drawings or as directed by the Resident Engineer. Additional test pits may be required and shall be excavated where required, as ordered by the Resident Engineer. All test pits shall be excavated to a depth and size necessary to locate the existing facilities. Sheet piling shall be used when depth of excavation exceeds five (5) feet. The sheet piling required shall be furnished and installed in full compliance with the State of New York and Federal Safety Codes requirements and as specified in contract, whichever is more stringent. Care shall be taken that no existing gas facilities or other structures are broken or damaged. All broken or damaged facilities shall be reported immediately to facility operator who shall decide whether such facilities shall be repaired or replaced by company forces or by City contractor and in conformance with "General Provisions; Gas Cost Sharing Work Paragraph No. 9". Contractor shall excavate all material encountered, including large masses of concrete, cemented masonry and boulders, as directed by the Resident Engineer. Any type of excavation protection used, shall satisfy the following:
- (a) Industrial Code Rule 753.
 - (b) Prevent injury to workers and the public, and avoid damage to existing water, sewer, and gas pipes or other structures, and to pavements and their foundations, through caving or sliding of the banks of the excavation.

Should it become necessary, as determined by the Resident Engineer, to enlarge any test pit in any dimension after sheet piling has been placed, the Contractor shall remove portions of the sheet piling, as necessary, enlarge the test pits as directed, and replace the sheet piling without additional compensation for this work other than for the additional volume of material excavated.

- B. Maintenance Of Test Pits:** Excavated test pits shall be maintained free of debris and kept dry by the Contractor in order to permit the inspection and measurements and to determine the locations of facilities. In order to accomplish this, Contractor shall, upon completion of excavation and placement of sheet piling (if depth greater than five (5) feet), furnish and install adequate steel plates and posting over the excavated pits and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during nonworking hours. The Contractor shall then, at no additional cost, relocate such barricades, barrels, cones and other warning devices and remove steel plates, as and when directed by the Resident Engineer to facilitate the inspection of

exposed facilities. When work is being performed and the pits are not covered with steel plates, the Contractor shall provide complete and safe access to the test pits as may be required, and he shall provide construction barricades and maintain traffic at all times as shown or as directed by the Resident Engineer. Upon completion of test pit inspection by the Resident Engineer, the pit shall be backfilled by the Contractor as specified in contract, except that backfill material shall conform to contract specifications for such purpose.

- C. **Pavement And Sidewalk Restoration:** After backfilling is completed, the Contractor shall construct a temporary pavement consisting of a minimum of four (4) inches thick asphaltic concrete mixture in roadway areas or a two (2) inches thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent pavement and sidewalk replacement is constructed as specified in contract.

3. Measurements:

The quantity to be measured for payment shall be the number of cubic yards of material removed from within the limits of the pit dimensions as directed by the Resident Engineer. The volume occupied by existing pipes or other structures remaining within the maximum payment lines will not be deducted from the total volume measured except, where the cross sectional area of these facilities exceeds four (4) square feet. As determined by the Resident Engineer, the quantity measured for payment may be proportionate to a fair and reasonable estimate of gas responsibility in the total volume excavated.

4. Price To Cover:

The contract price bid per cubic yard for test pits shall cover all additional costs of labor, material, insurance, equipment, appliances and incidentals required to excavate test pits, including removal and disposal of excavated materials, sheeting, steel plating, backfill, compaction and temporary pavement and sidewalk restoration all in accordance with the specifications and as directed by the Resident Engineer. The price shall also include the cost of providing safe access to the excavation by facility operator for the performance of certain test to determine operating status of gas facilities prior to City work. The price shall also include support and protection of all gas facilities crossing excavation, paralleling and/or encroaching any face of excavation.

SECTION 6.08 - "NO TEXT"

**SECTION 6.09 - Trench Excavation and Backfill for New Gas Mains and Services
(For National Grid Work Only)**

1. Description:

Under this section, the contractor shall furnish all labor, materials, equipment, insurance, permits and incidentals required to break/remove roadway and sidewalk pavement, excavate, backfill and restore gas trenches. The trench to be excavated shall be determined by the size of the gas facility to be installed. The work shall be performed in accordance with applicable specifications, and/or at the direction of the Resident Engineer in consultation with the facility operator.

2. Materials:

All materials used to excavate and prepare trenches shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer.

3. Method of Construction:

Excavation – The Contractor shall saw cut and/or break and remove existing roadway which may include

but is not limited to, asphalt, concrete and cobblestone, utilizing approved equipment that leaves a neat straight joint line along the juncture with subsequently replaced pavement. Prior to starting the trenching operation, the contractor shall excavate the appropriate gas main tie-in pits at the extremities of the gas main sections to be replaced. Test pits shall be excavated to determine exact location of all tie-in pits and at appropriate intervals along proposed trench excavation to verify lane and clearances as shown on the contract plans. The tie-in pits shall be adequately protected by the contractor using wood fencing or steel traffic plates until such time when the facility operator has completed the tie-in work. The Contractor shall be permitted to excavate utilizing a combination of machine and hand excavation, as field conditions warrant, and as directed by the facility operator. The trench shall be adjusted so as to provide for a nominal cover on the new gas facilities or as required based on field conditions, applicable specifications, or as directed by the facility operator in consultation with the Resident Engineer. The width of the trench shall be as directed by the facility operator in consultation of the Resident Engineer. The bottom of the trench shall be graded smooth with a minimum cushion of 3 inches of clean sand and in conformance with applicable specification and be compacted, to minimize initial settlement and to avoid "point" support of new gas facilities. All stones projecting into the trench bottom shall be removed, and the voids backfilled before the new gas facilities are installed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. The contractor shall properly dispose of all materials excavated away from site. Size and location of excavation shall be as directed by the facility operator in consultation with the Resident Engineer. Trenches shall be excavated to a depth and size necessary to facilitate the installation of the new gas facility and in conformance with the applicable specification. All existing facilities that are encountered during trench excavating shall be protected in a manner suitable to the facility operator in consultation with the Resident Engineer. Tight sheeting shall be used, as required, based on field conditions and/or when the depth of excavation is equal to or greater than five feet. Skeleton type sheeting will not be permitted. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Code requirements and in compliance with applicable specifications and/or as directed by the facility operator in consultation with the Resident Engineer. Care shall be taken that no existing gas facilities or other structures are broken or damaged. Contractor shall excavate all material encountered necessary to facilitate the installation of the new gas facilities, and as directed by the facility operator. Care should be taken to avoid damage to existing utility facilities and structures, and to pavements and their foundations, and to avoid caving or sliding banks within the excavation.

Maintenance of Trench Excavation - Excavated trenches shall be maintained free of debris and kept dry by the contractor. In order to accomplish this, contractor shall, upon completion of excavation and placement of sheeting (as required and/or if depth is equal to or greater than five feet), furnish and install adequate steel plates, as directed by the facility operator in consultation with the Resident Engineer, and posting over the excavated trenches and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during non-working hours, as required based on DOT requirements. National Grid forces will perform all live gas main connections, dead gas main cut-outs, and/or service work associated with disconnecting and reconnecting from old to new gas main. The Contractor shall then, at no additional cost, relocate such barricades barrels, cones and other warning devices and remove steel plates, as and when directed by the facility operator in consultation with the Resident Engineer to facilitate the installation of the new gas facilities. When work is being performed and the excavations are not covered with steel plates, the Contractor shall provide complete and safe access to the trench as may be required, and shall provide construction barricades and maintain traffic at all times as shown or as directed by the facility operator in consultation with the Resident Engineer. The contractor has the responsibility to maintain and set to grade all National Grid hardware during backfill and pavement restoration. Upon completion of installation of the new gas facility, the trench excavation shall be backfilled by the contractor in accordance with Contract requirements and all backfill material shall conform to contract specifications for such purpose.

Pavement and Sidewalk Restoration - After backfilling is completed, the contractor shall install temporary pavement consisting of six inches (6") thick asphaltic concrete mixture in roadway areas or a two inches (2") thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent replacement as specified in contract. Permanent pavement restoration shall be as required by the appropriate contract specifications and as

directed by the Resident Engineer.

4. Method of Measurement:

The quantity to be measured for payment shall be the number of cubic yards (C.Y.) of trench actually excavated, including roadway pavement, base and/or sidewalk concrete removed within the limits of the trench as directed by the Resident Engineer in consultation with the facility operator. The volume occupied by existing pipes or other structures will be deducted from the total volume measured as shown on contract drawing(s) Title: EP-7 SECT. 6.09 GAS SPECIALTY CONTRACTOR WORK, or as encountered based on existing field conditions.

5. Price to Cover:

The unit price bid per cubic yard for excavation shall include the cost of all supervision, labor, material, equipment, insurance and incidentals necessary to complete excavation trenches, including backfill, compaction testing and restoration of trenches and tie-ins pits as specified or shown on the contract, plans. The bid price shall also include the cost of coordinating the sewer and water main work to be performed by the contractor with the gas installation work to be performed by others. The price shall also include, associated maintenance of traffic, and traffic plates and openings and closings of plates as may be required in order to provide access to the facility operator during the new gas facility installation, and installing, removing and maintaining tight sheeting that may be required, cut, break and remove various thickness of surface and base pavement, excavate by hand, furnish, place and compact, in compliance with DOT requirements, clean sand backfill following installation of the gas facility. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price. The price shall also include the cost of providing temporary pavement restoration. Permanent pavement restoration shall be deemed included in this item, as required and as directed by the Resident Engineer.

SECTION 6.09a Trench Excavation and Backfill for New Gas Mains and Services (For Con Edison Work Only)

1. Description:

Under this section, the contractor shall furnish all labor, materials, equipment, insurance, permits and incidentals required to break/remove roadway and sidewalk pavement, excavate, backfill and restore gas trenches. The trench to be excavated shall be determined by the size of the gas facility to be installed. The work shall be performed in accordance with applicable specifications, and/or at the direction of the Resident Engineer in consultation with the facility operator.

2. Materials:

All materials used to excavate and prepare trenches shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer. Clean sand backfill material shall be used and shall conform to Con Edison specification EO-1181-rev.6, General Specification for Backfilling of Trench and Small Openings.

3. Method of Construction:

Excavation – The Contractor shall saw cut and/or break and remove existing roadway which may include but is not limited to, asphalt, concrete and cobblestone, utilizing approved equipment that leaves a neat straight joint line along the juncture with subsequently replaced pavement. Prior to starting the trenching operation, the contractor shall excavate the appropriate gas main tie-in pits at the extremities of the gas main sections to be replaced. Test pits shall be excavated to determine exact location of all tie-in pits and at appropriate intervals along proposed trench excavation to verify lane and clearances as shown on the contract plans. The tie-in pits shall be adequately protected by the contractor using wood fencing or steel traffic plates until such time when the facility operator has completed the tie-in work. The Contractor shall be permitted to excavate utilizing a combination of machine and hand excavation, as field conditions warrant, and as directed by the facility operator. The trench shall be adjusted so as to provide for a nominal

cover on the new gas facilities or as required based on field conditions, applicable specifications, or as directed by the facility operator in consultation with the Resident Engineer. The width of the trench shall be as directed by the facility operator in consultation of the Resident Engineer. The width and depth of the trench shall conform to Con Edison Gas Operations drawing 309495 rev. 4, Trench Excavation for Gas Mains Up to 350 PSIG, or as directed by the facility operator in consultation of the Resident Engineer. The bottom of the trench shall be graded smooth with a minimum cushion of 3 inches of clean sand and in conformance with applicable specification and be compacted, to minimize initial settlement and to avoid "point" support of new gas facilities. All stones projecting into the trench bottom shall be removed, and the voids backfilled before the new gas facilities are installed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. The contractor shall properly dispose of all materials excavated away from site. Size and location of excavation shall be as directed by the facility operator in consultation with the Resident Engineer. Trenches shall be excavated to a depth and size necessary to facilitate the installation of the new gas facility and in conformance with the applicable specification. All existing facilities that are encountered during trench excavating shall be protected in a manner suitable to the facility operator in consultation with the Resident Engineer. Tight sheeting shall be used, as required, based on field conditions and/or when the depth of excavation is equal to or greater than five feet. Skeleton type sheeting will not be permitted. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Code requirements and in compliance with applicable specifications and/or as directed by the facility operator in consultation with the Resident Engineer. Care shall be taken that no existing gas facilities or other structures are broken or damaged. Contractor shall excavate all material encountered necessary to facilitate the installation of the new gas facilities, and as directed by the facility operator. Care should be taken to avoid damage to existing utility facilities and structures, and to pavements and their foundations, and to avoid caving or sliding banks within the excavation.

Maintenance of Trench Excavation - Excavated trenches shall be maintained free of debris and kept dry by the contractor. In order to accomplish this, contractor shall, upon completion of excavation and placement of sheeting (as required and/or if depth is equal to or greater than five feet), furnish and install adequate steel plates, as directed by the facility operator in consultation with the Resident Engineer, and posting over the excavated trenches and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during non-working hours, as required based on DOT requirements. Con Edison forces will perform all live gas main connections, dead gas main cut-outs, and/or service work associated with disconnecting and reconnecting from old to new gas main. The Contractor shall then, at no additional cost, relocate such barricades barrels, cones and other warning devices and remove steel plates, as and when directed by the facility operator in consultation with the Resident Engineer to facilitate the installation of the new gas facilities. When work is being performed and the excavations are not covered with steel plates, the Contractor shall provide complete and safe access to the trench as may be required, and shall provide construction barricades and maintain traffic at all times as shown or as directed by the facility operator in consultation with the Resident Engineer. The contractor has the responsibility to maintain and set to grade all Con Edison hardware during backfill and pavement restoration. Upon completion of installation of the new gas facility, the trench excavation shall be backfilled by the contractor in accordance with Contract requirements and all backfill material shall conform to contract specifications for such purpose.

Pavement and Sidewalk Restoration - After backfilling is completed, the contractor shall install temporary pavement consisting of six inches (6") thick asphaltic concrete mixture in roadway areas or a two inches (2") thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent replacement as specified in contract. Permanent pavement restoration shall be as required by the appropriate contract specifications and as directed by the Resident Engineer.

4. Method of Measurement:

The quantity to be measured for payment shall be the number of cubic yards (C.Y.) of trench actually excavated, including roadway pavement, base and/or sidewalk concrete removed within the limits of the trench as directed by the Resident Engineer in consultation with the facility operator. The volume occupied

by existing pipes or other structures will be deducted from the total volume measured as shown on contract drawing(s) Title: EP-7 SECT. 6.09 GAS SPECIALTY CONTRACTOR WORK, or as encountered based on existing field conditions.

5. Price to Cover:

The unit price bid per cubic yard for excavation shall include the cost of all supervision, labor, material, equipment, insurance and incidentals necessary to complete excavation trenches, including backfill, compaction testing and restoration of trenches and tie-ins pits as specified or shown on the contract, plans. The bid price shall also include the cost of coordinating the sewer and water main work to be performed by the contractor with the gas installation work to be performed by others. The price shall also include, associated maintenance of traffic, and traffic plates and openings and closings of plates as may be required in order to provide access to the facility operator during the new gas facility installation, and installing, removing and maintaining tight sheeting that may be required, cut, break and remove various thickness of surface and base pavement, excavate by hand, furnish, place and compact, in compliance with DOT requirements, clean sand backfill following installation of the gas facility. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price. The price shall also include the cost of providing temporary pavement restoration. Permanent pavement restoration shall be deemed included in this item, as required and as directed by the Resident Engineer.

GAS COST SHARING STANDARD SPECIFICATIONS
SCHEDULE GCS-A

Average rate charged by utility companies to Disconnect and Reconnect Gas Services:

- 1. National Grid - \$586.90 per Service/and Visit
- 2. Con Edison - \$524.00 per Service/and Visit

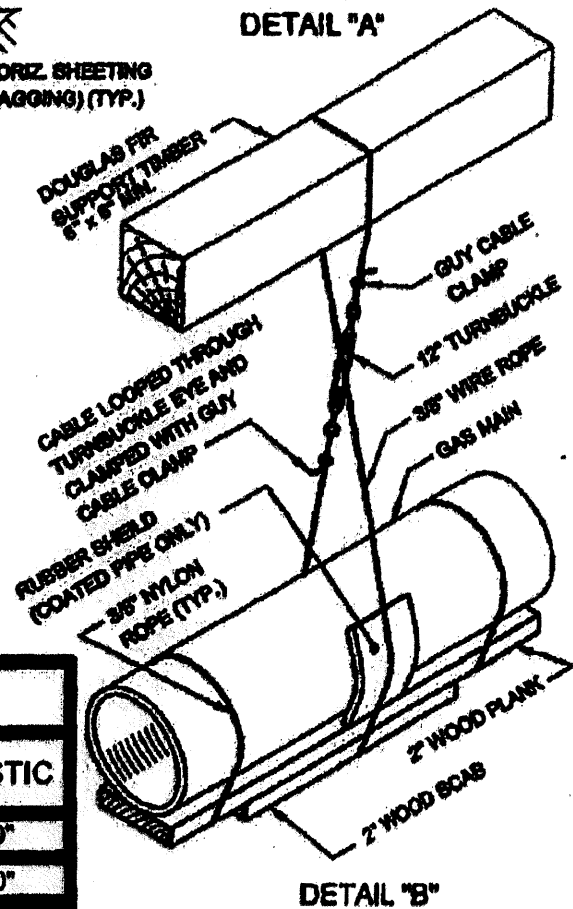
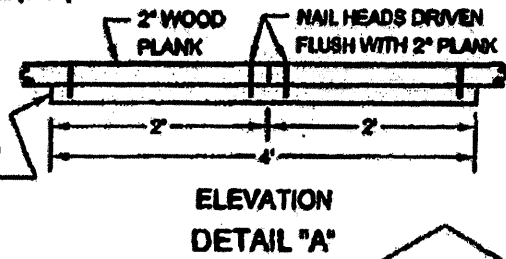
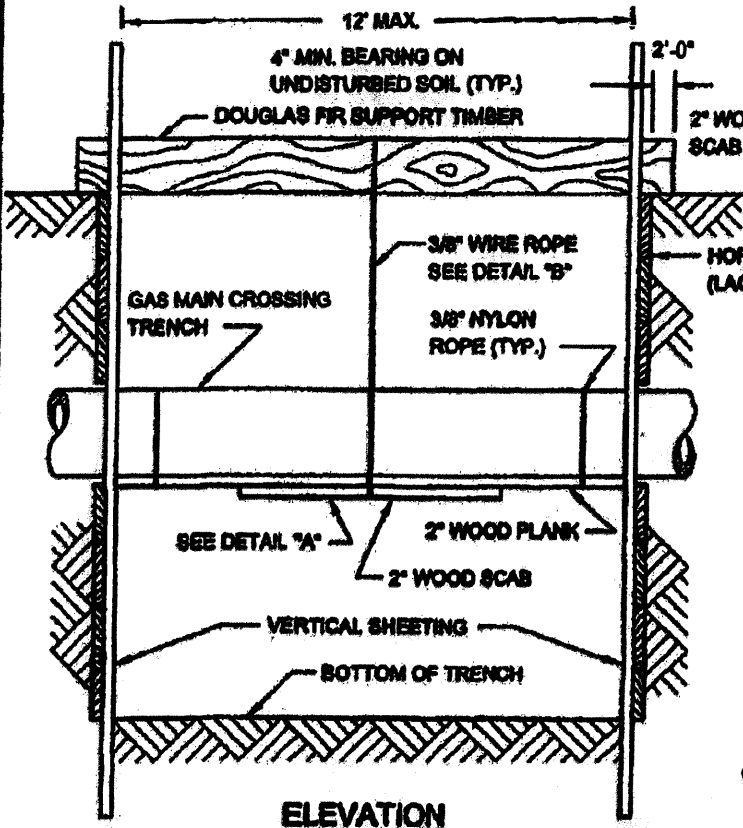
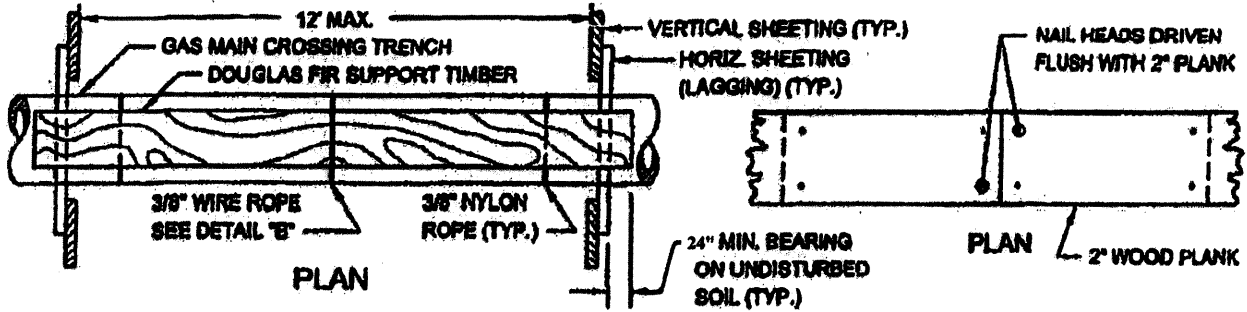
IV - STANDARD SKETCHES; GAS COST SHARING WORK

Hereinafter attached are the following Standard Sketches for Gas Cost Sharing Work:

- Sketch No. 1 - Support Requirements For Gas Mains And Services Crossing Excavation Greater Than 4' - 0" Wide At Any Angle**
- Sketch No. 1A - Support Requirements For Gas Mains Over 16" Diameter Up To And Including 48" Diameter Crossing Excavation At Any Angle**
- Sketch No. 2 - Typical Methods Of Measurement For Gas Crossings**
- Sketch No. 3 - Utility Crossings During Catch Basin Chute Connection Pipe Installation**
- Sketch No. 4 - Utility Crossings During Catch Basin Chute Connection Pipe Installation (Extra Depth)**
- Sketch No. 5 - Gas Main Encroachment On And/Or Parallel To Excavation Of Unsheeted Trench**

GAS COST SHARING WORK (SKETCH NO. 1)

SUPPORT REQUIREMENTS FOR GAS MAINS SUSPENDED IN EXCAVATIONS UP TO 12'-0" WIDE AT ANY ANGLE



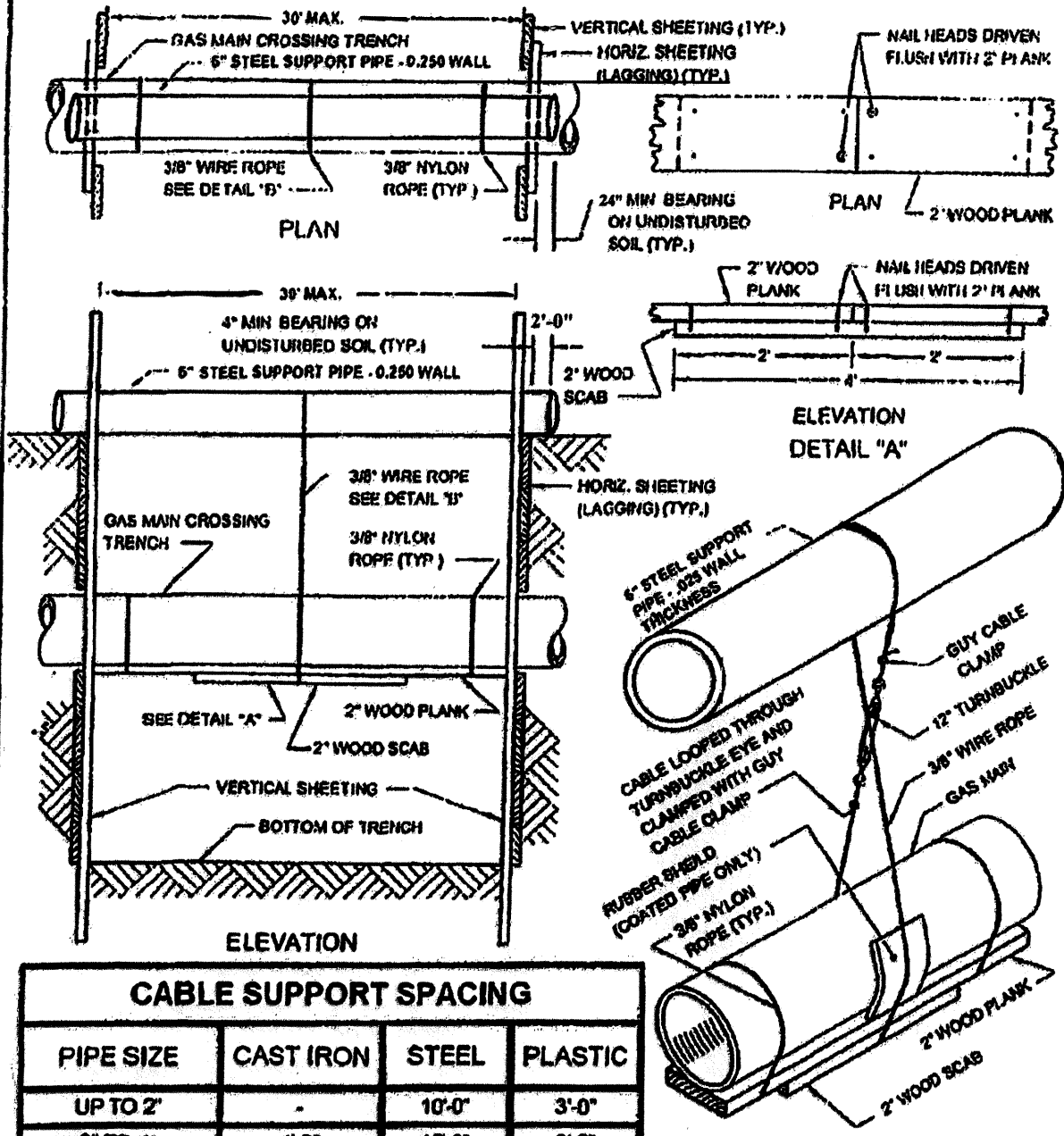
CABLE SUPPORT SPACING

PIPE SIZE	CAST IRON	STEEL	PLASTIC
UP TO 2"	-	10'-0"	3'-0"
3" TO 4"	4'-0"	15'-0"	6'-0"
6" TO 10"	4'-0"	15'-0"	6'-0"
12" OR LARGER	6'-0"	15'-0"	6'-0"

NOTE: SUPPORTS FOR GAS TRANSMISSION FACILITIES SHALL BE REVIEWED WITH GAS ENGINEERING PRIOR TO INSTALLATION.

REVISED DEC. 2016 - J.Y.P.
REMOVED JUNE 1999 - J.WOOD/TKR/PACIFIC

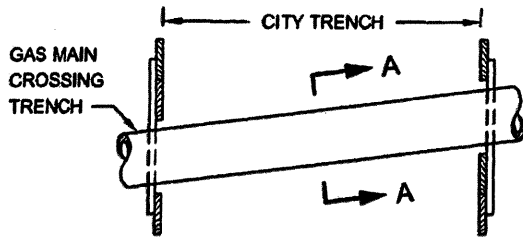
GAS COST SHARING WORK (SKETCH NO. 1A)
SUPPORT REQUIREMENTS FOR GAS MAINS SUSPENDED IN
EXCAVATIONS BETWEEN 12'-0" AND 30'-0" WIDE AT ANY ANGLE



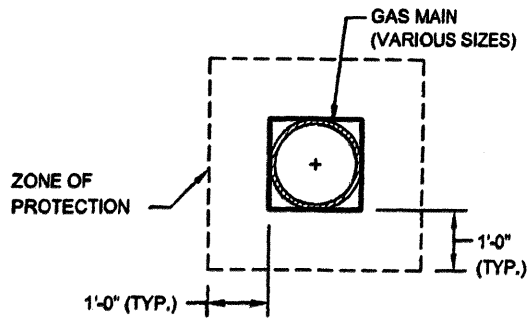
CABLE SUPPORT SPACING			
PIPE SIZE	CAST IRON	STEEL	PLASTIC
UP TO 2"	-	10'-0"	3'-0"
3" TO 4"	4'-0"	15'-0"	6'-0"
6" TO 10"	4'-0"	15'-0"	6'-0"
12" OR LARGER	6'-0"	15'-0"	6'-0"

NOTE: SUPPORTS FOR GAS TRANSMISSION FACILITIES SHALL BE REVIEWED WITH GAS ENGINEERING PRIOR TO INSTALLATION.

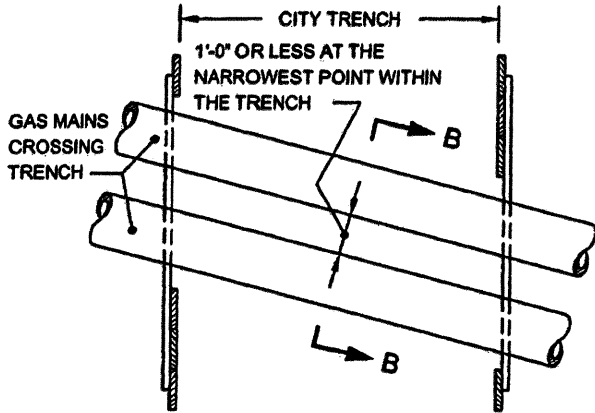
GAS COST SHARING WORK (SKETCH NO. 2)
TYPICAL METHODS OF MEASUREMENT FOR GAS CROSSINGS



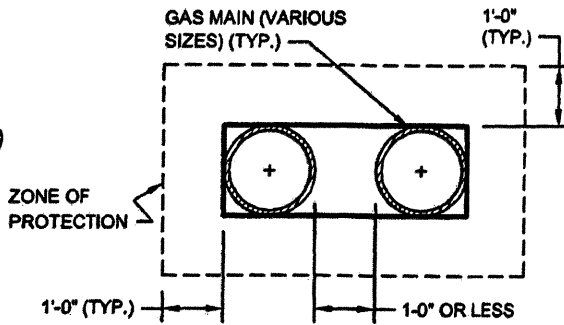
SINGLE FACILITY CROSSING



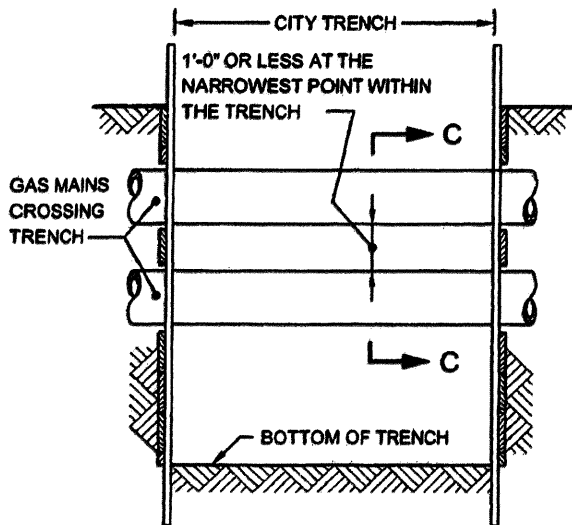
SECTION A-A



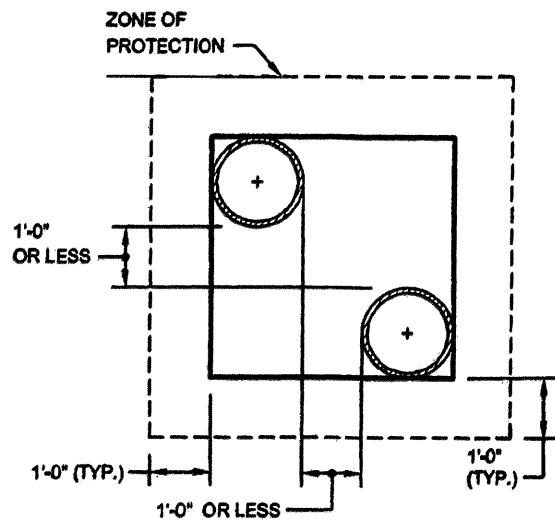
**MULTIPLE FACILITIES
(GAS MAINS AT SAME ELEVATION)**



SECTION B-B



**MULTIPLE FACILITIES
(ONE CROSSING AT DIFFERENT ELEVATIONS)**

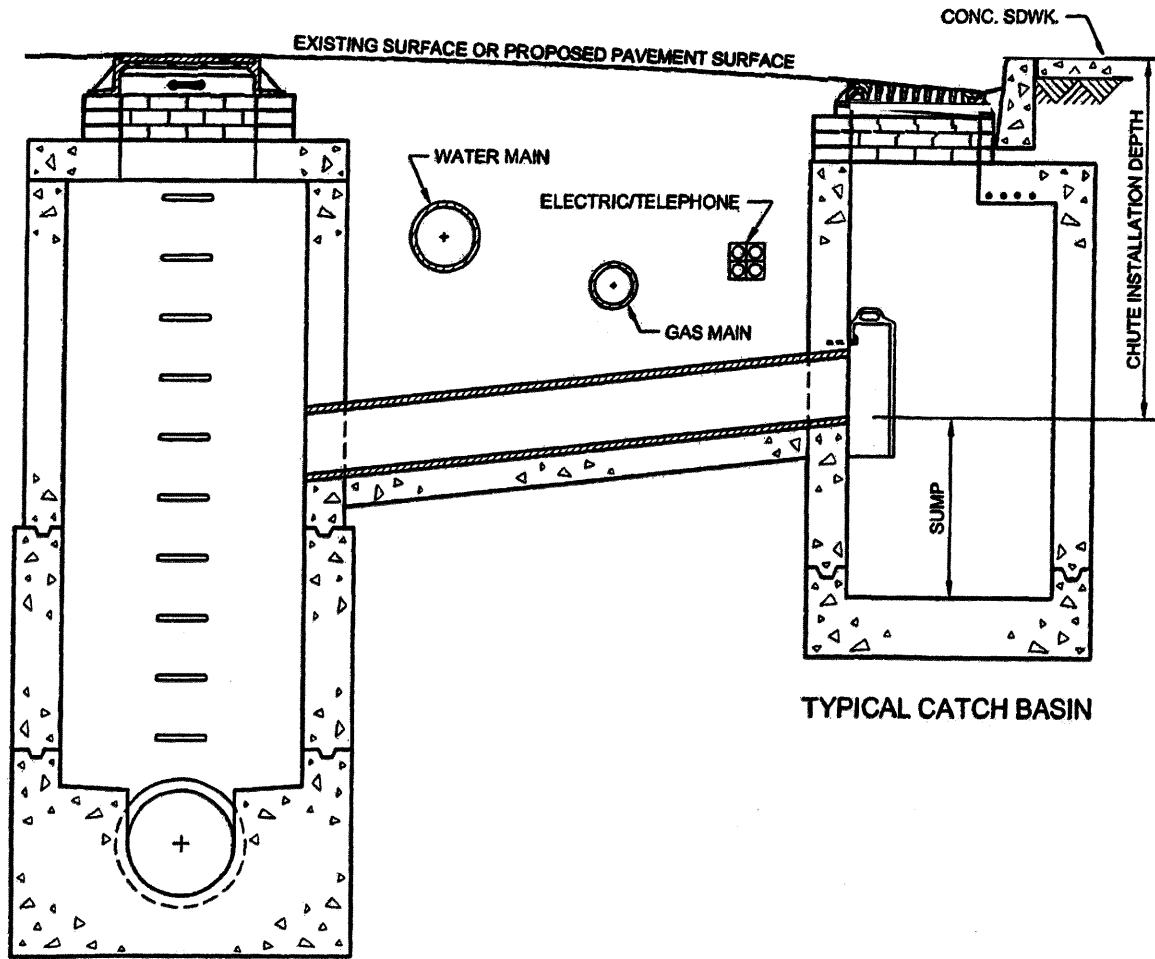


SECTION C-C

NOTE:

GAS MAINS MAY OR MAY NOT BE PARALLEL TO EACH OTHER.

GAS COST SHARING WORK (SKETCH NO. 3)
UTILITY CROSSINGS DURING CATCH BASIN CHUTE
CONNECTION PIPE INSTALLATION

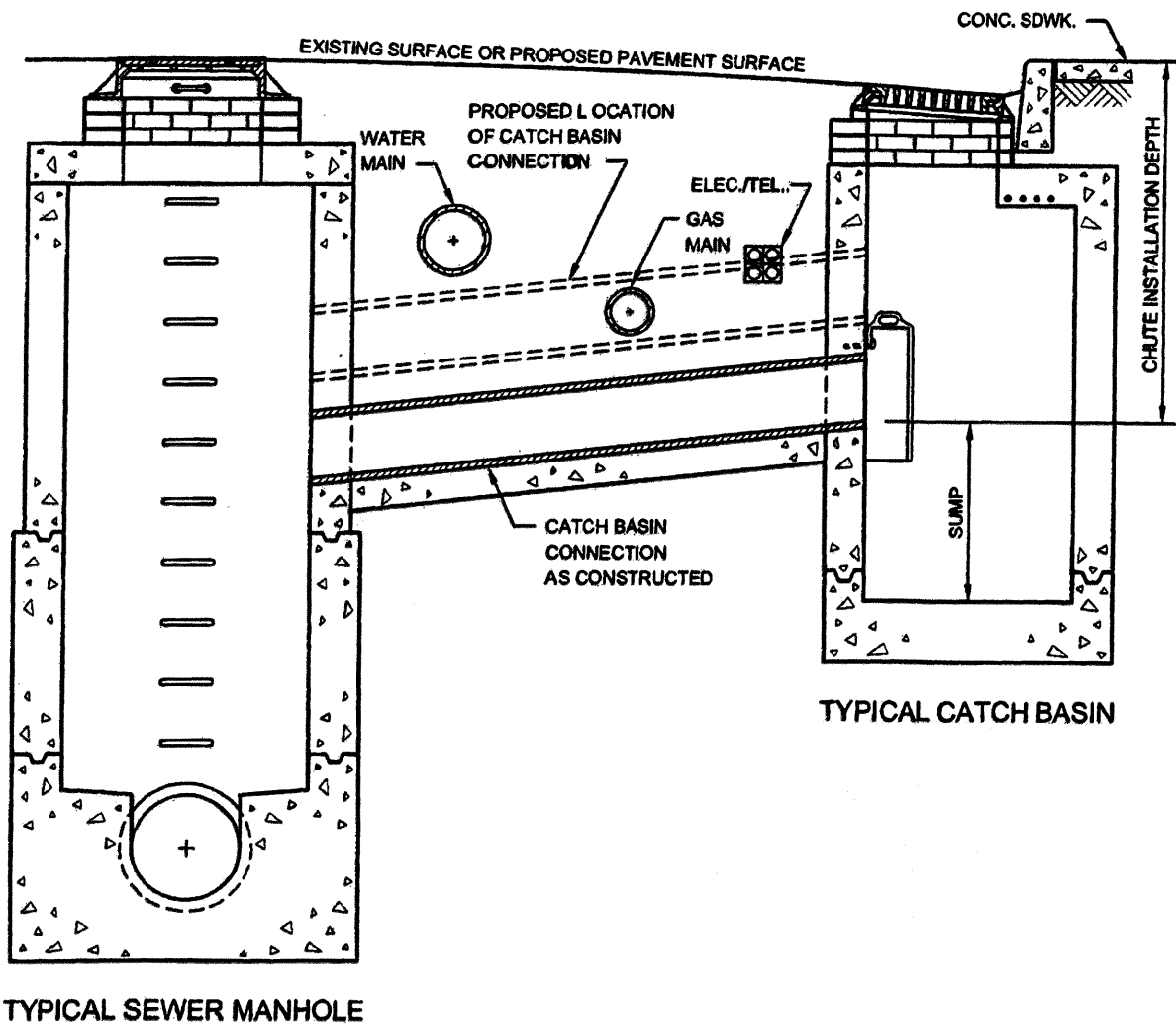


TYPICAL SEWER MANHOLE

TYPICAL CATCH BASIN

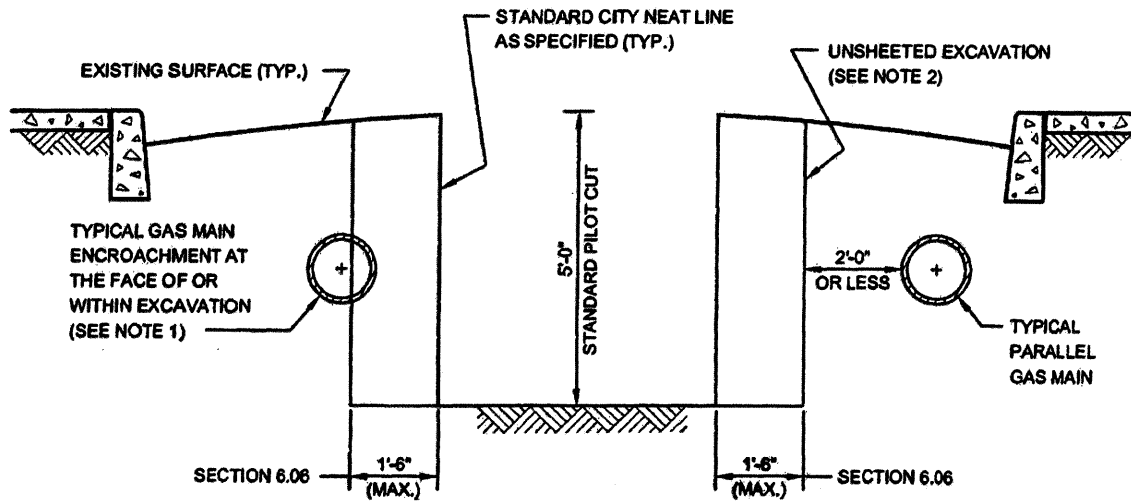
REVISED OCT. 2014 - J. ADRIEN
REVISED OCT. 1998 - J. WONGW. PATALANOP. MOY

GAS COST SHARING WORK (SKETCH NO. 4)
UTILITY CROSSINGS DURING CATCH BASIN CHUTE
CONNECTION PIPE INSTALLATION (EXTRA DEPTH)



REVISED OCT. 2004 - J. ADRIEN
 REVISED OCT. 1998 - J. WONGW. PATANOMP. 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:

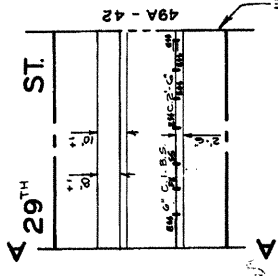
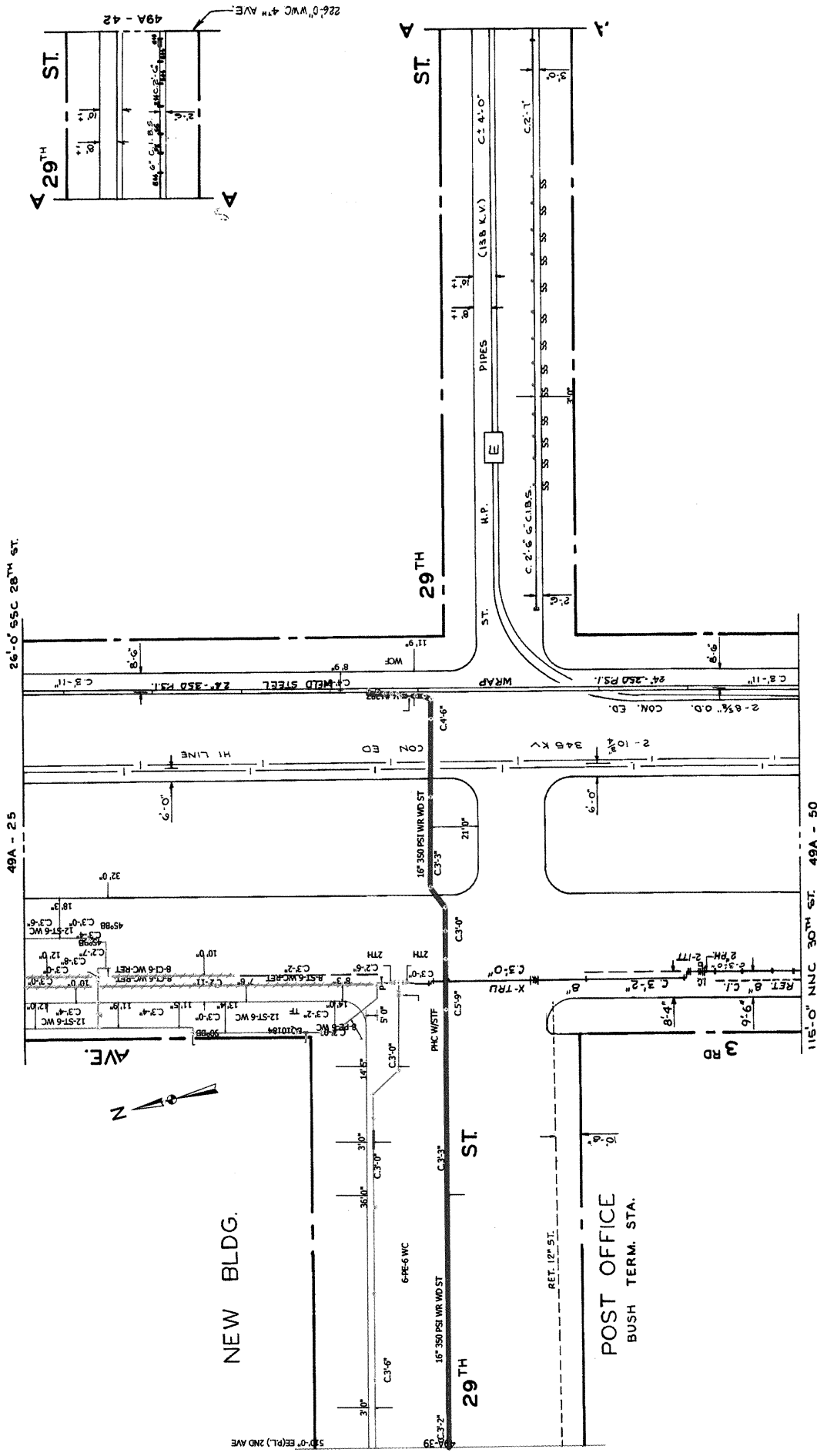
- Neville Jacobs Jr.
National Grid USA ("National Grid")
287 Maspeth Avenue
Brooklyn, NY 11211
Tel: (718) 963-5612
Neville.Jacobs@nationalgrid.com

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PROJECT SAND1048

NOTE: GAS INSTALLATION AND RETIREMENT SUBJECT TO CHANGE BY FACILITY OPERATOR

SHEET	ITEM#	ON STREET	CROSS ST1	CROSS ST2	ACTIVITY	SIZE (IN)	PRESSURE	MATERIAL	LENGTH (FT)	REIM/NON-REIM
3	1	2 AVE	29 ST	30 ST	INST	6	HP	Plastic	89	REIM
3	2	2 AVE	29 ST	30 ST	RET	4	HP	Plastic	75	REIM
4	3	31 ST	2 AVE	INTERSECTION	INST	8	HP	Plastic	249	REIM
4	4	31 ST	2 AVE	INTERSECTION	RET	12	HP	Steel	140	REIM
4	5	31 ST	2 AVE	INTERSECTION	RET	4	HP	Plastic	110	REIM
6	6	34 ST	2 AVE	3 AVE	RET	6	LP	Cast Iron	30	REIM
8	7	37 ST	2 AVE	3 AVE	RET	6	LP	Steel	30	REIM

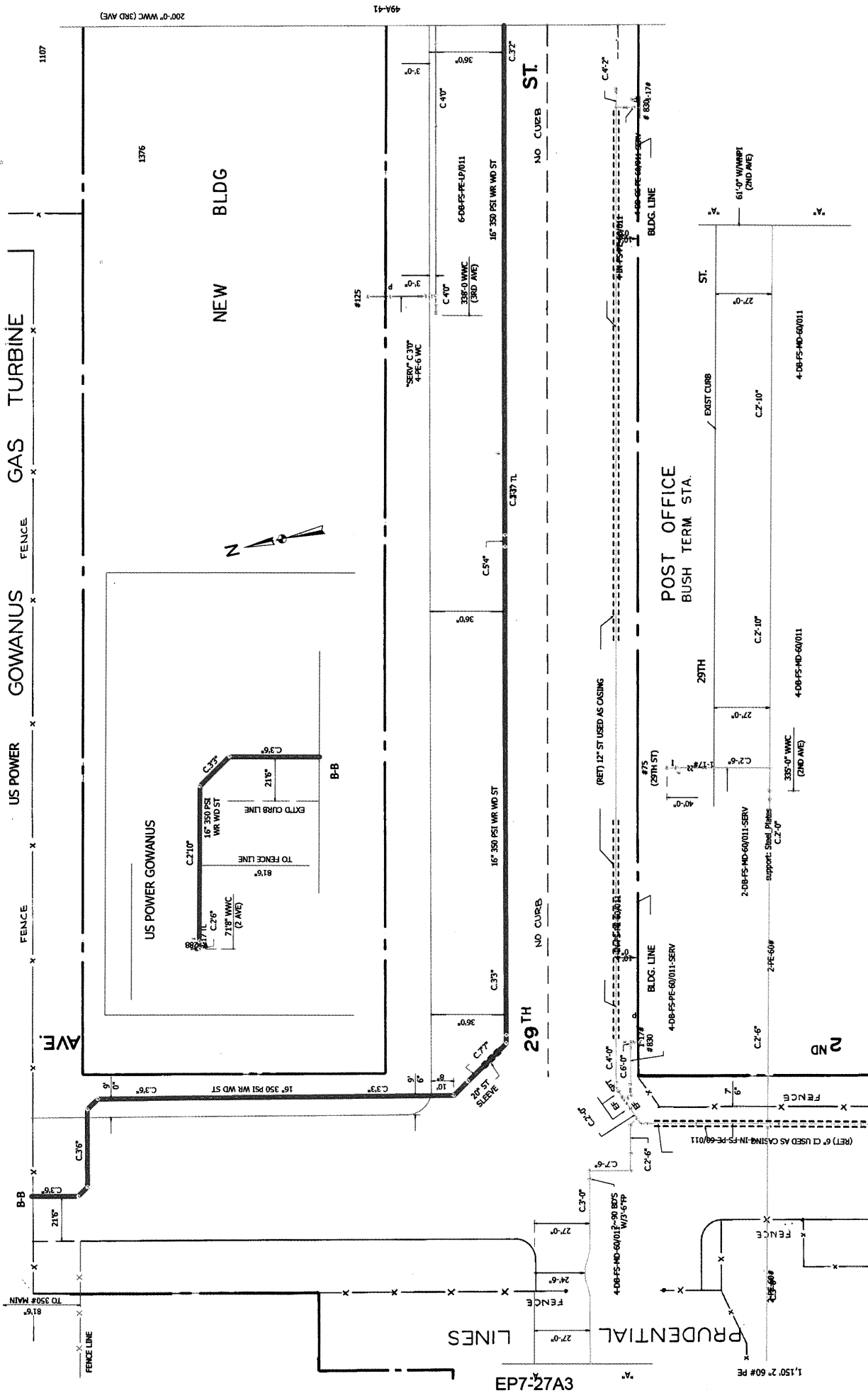


National Grid
 SAND1048
 Sht. 1 of 9

NO GAS RELOCATION WORK

49A-41

Transmission Main in Area



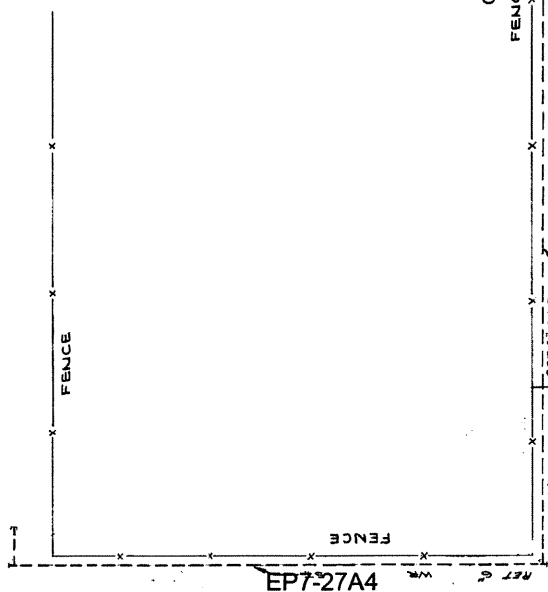
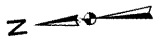
49A-41

1,150' 2\"/>

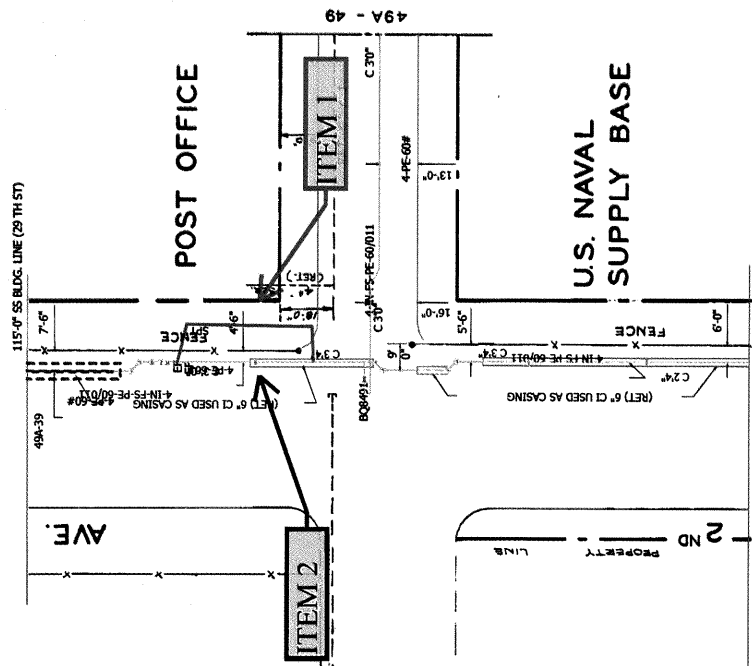
National Grid
 SAND1048
 Sht. 2 of 9

NO GAS RELOCATION WORK

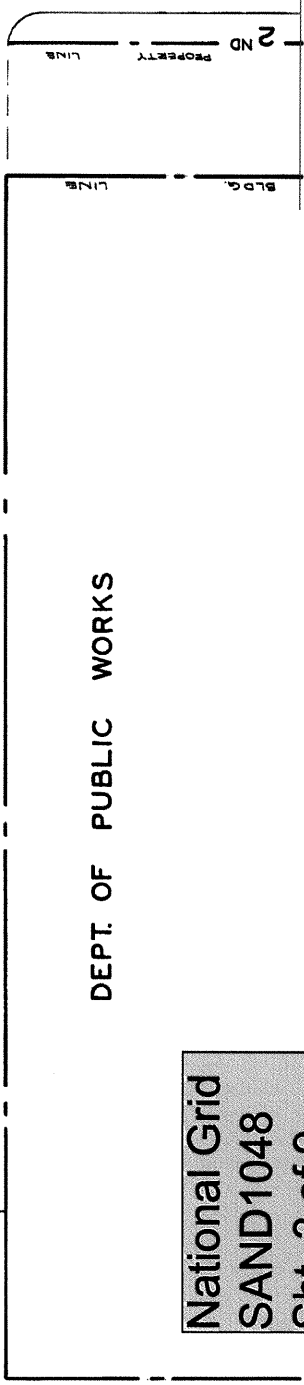
PRUDENTIAL - GRACE LINES



EP7-27A4



49A-49



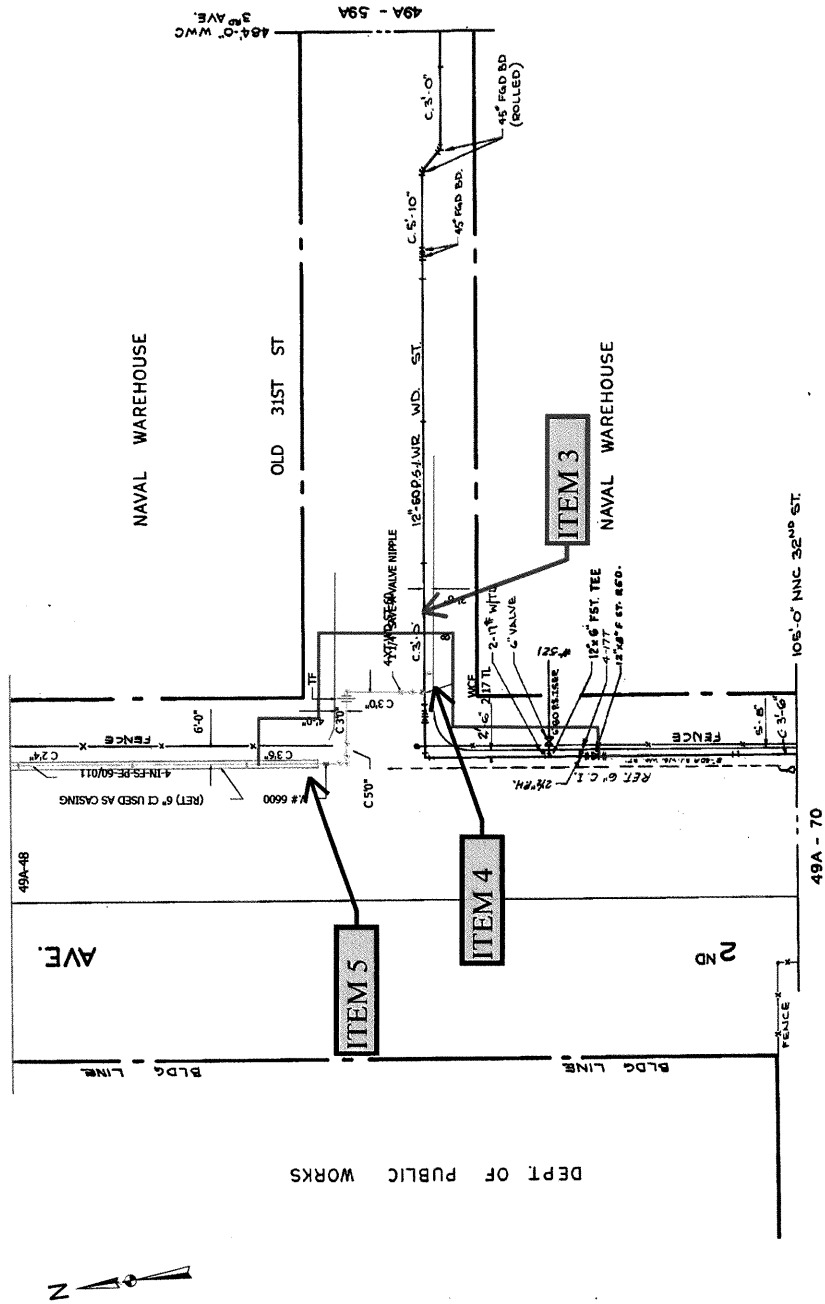
National Grid
 SAND1048
 Sht. 3 of 9

49A-55

49A-48

NOTE
 FOR DETAILS OF 12" M.P. GAS,
 SEE DWG. No. DF 813

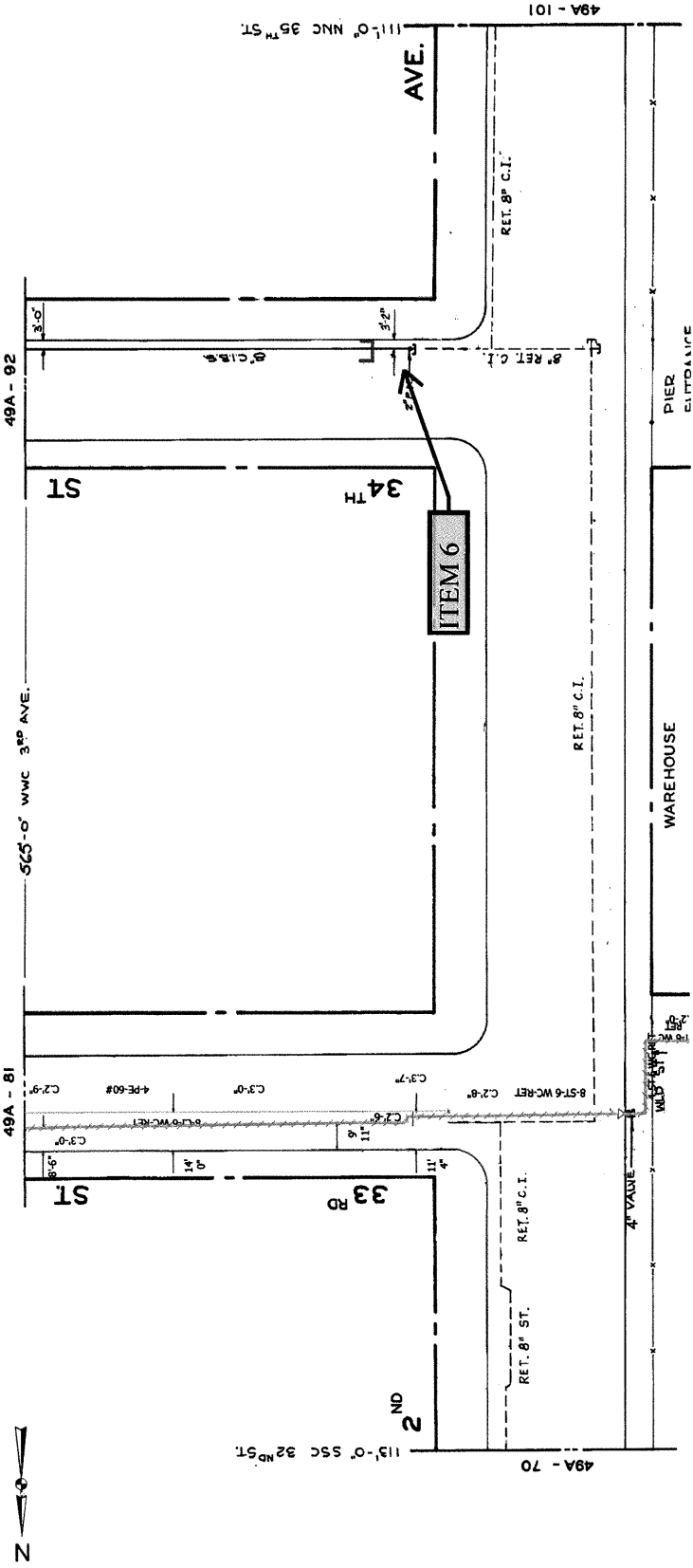
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National Grid
 SAND1048
 Sht. 4 of 9

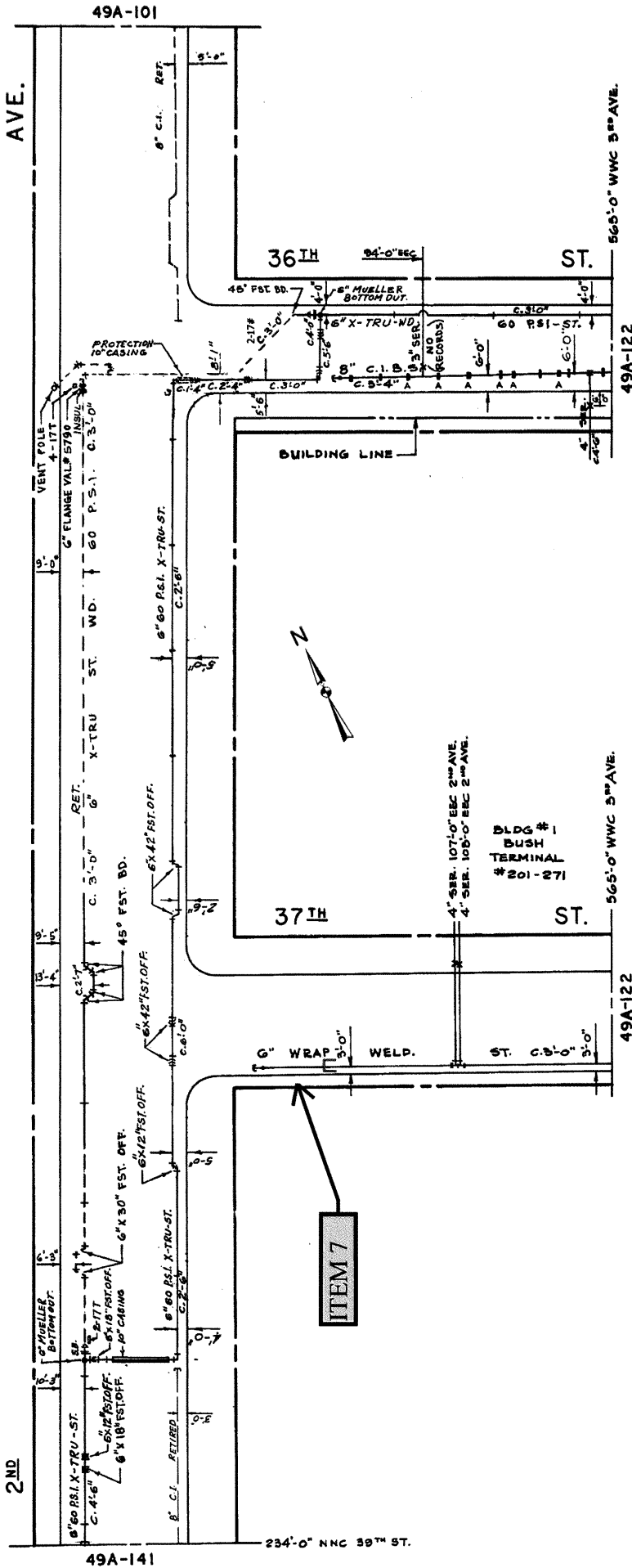
NOTE
ALL FIELD SKETCHES TO BE PLOTTED ON DP7107

1107



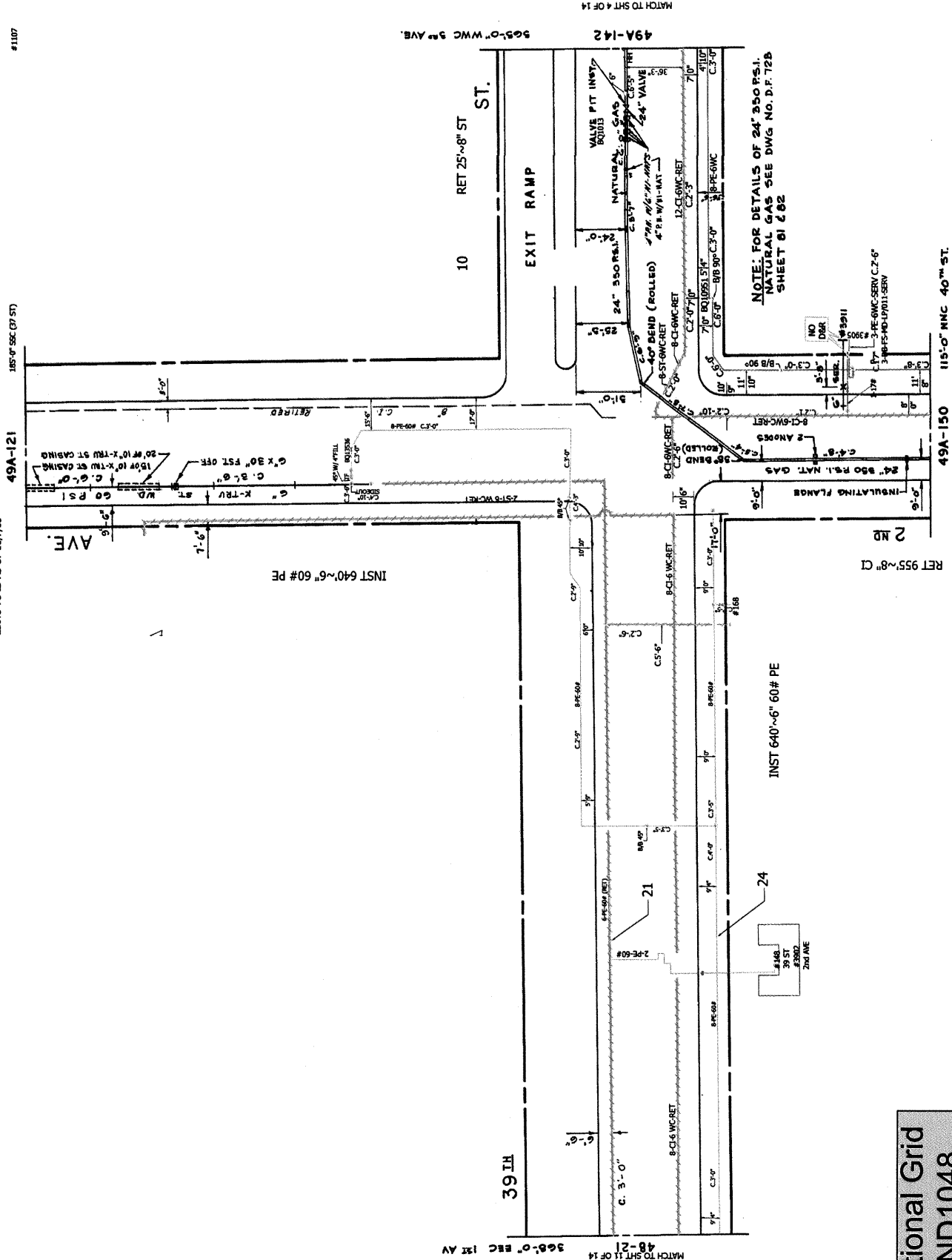
National Grid
SAND1048
Sht. 6 of 9

NOTE
ALL FIELD SKETCHES TO BE PLOTTED ON DF-1107



ITEM 7

National Grid
 SAND1048
 Sht. 8 of 9



MATCH TO SHT 11 OF 14

MATCH TO SHT 4 OF 14

National Grid
SAND1048
Sht. 9 of 9

NO GAS RELOCATION WORK

MATCH TO SHT 6 OF 15

NOTE: FOR DETAILS OF 24" 350 PSL1
 NATURAL GAS SEE DWG NO. D.P. 728
 SHEET 81 282

**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 SAND1048**

The City of New York Department of Design and Construction is proposing 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(NG) - Gas Main Crossing Sewer Up to 24" in Diameter. (Ea.)

1 in 36th St & 2nd Ave.

6.01.8(NG) - Gas Services Crossing Trenches and/or Excavations. (Ea.)

1 in 2nd Ave & 35th St.
1 in 29th St Btwn 2nd Ave & 3rd Ave.

6.03(NG) - Removal of Abandoned Gas Facilities. All Sizes. (L.F.)

750 in Various Locations as Required.

**6.03.1(NG) - Removal of Abandoned Gas Facilities with Possible Coal Tar Wrap. All Sizes. (L.F.)
(For National Grid Work Only)**

300 in Various Locations as Required.

6.04(NG) - Adjust Hardware to Grade Using Spacer Rings/Adaptors (Street Repaving). (Ea.)

50 in Various Locations as Required.

**SCOPE OF WORK
SUPPORT AND PROTECTION
FOR CONTRACT SAND1048**

The City of New York Department of Design and Construction is proposing 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.

6.05(NG) - Adjust Hardware to Grade by Resetting (Road Reconstruction). (Ea.)

75 in Various Locations as Required.

6.06(NG) - Special Care Excavation and Backfilling. (C.Y.)

50 in various locations as required, including but not limited to all gas services crossing un-sheeted water main trench.

6.07(NG) - Test Pits for Gas Facilities. (C.Y.)

50 in Various Locations as Required.

**6.09(NG) - Trench Excavation & Backfill for Gas Mains & Services. Gas Installed by Other (C.Y.)
(For National Grid Work Only)**

50 in Various Locations as Required.

EP-7 (1.0)

END OF EP7-PAGES

THE EP 7-PAGES CONSIST OF FIFTY (50) PAGES, INCLUDING THIS PAGE.

HAZ - PAGES**SUPPLEMENTAL DOCUMENTATION FOR USE WITH
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)

January 23, 2024

PROJECT ID: SAND1048

**NEW COMBINED SEWERS AND WATER MAIN IN 29TH STREET AND 2ND AVENUE
BETWEEN 29TH AND 37TH STREETS**

**BOROUGH OF BROOKLYN
CITY OF NEW YORK**

**SPECIFICATIONS FOR
HANDLING, TRANSPORTATION, AND DISPOSAL
OF POTENTIAL AND IDENTIFIED
CONTAMINATED AND HAZARDOUS 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.

**SPECIFICATIONS FOR
HANDLING, TRANSPORTATION, AND DISPOSAL
OF POTENTIAL AND IDENTIFIED
CONTAMINATED AND HAZARDOUS MATERIALS**

**NEW COMBINED SEWERS AND WATER MAIN IN 29TH STREET AND 2ND AVENUE BETWEEN
29TH AND 37TH STREETS**

**BOROUGH OF BROOKLYN
CITY OF NEW YORK**

Capital Project ID: SAND1048

Prepared By:



30-30 Thomson Avenue
Long Island City, New York 11101

January 23, 2024

ATTACHMENT 4: PHASE II SUBSURFACE CORRIDOR INVESTIGATION REPORT

- Final -

Phase II Subsurface Corridor Investigation Report
For
Sunset Park North Section of the Brooklyn Waterfront Greenway
Brooklyn, New York

DDC PROJECT NO. SAND1048
WORK ORDER NO. 15626-LIRO-3-R-15333
CONTRACT REGISTRATION NO. 20181405131

Prepared for:



Office of Environmental and Geotechnical Services
30-30 Thomson Avenue, Third Floor
Long Island City, New York 11101

Prepared by:



LiRo Engineers, Inc.
703 Lorimer Street
Brooklyn, New York 11211
PROJECT NO. 17-155-0265

October 15, 2019

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<u>Figures</u>	1	Topographic Corridor Location Map
	2	Sample Location Plan
<u>Appendices</u>	A	Boring Location Sketches
	B	Geologic Boring Logs
	C	Laboratory Analytical Results

EXECUTIVE SUMMARY

On behalf of the New York City Department of Design and Construction (DDC), LiRo Engineers, Inc. (LiRo) conducted a Phase II Subsurface Corridor Investigation (SCI) of the SAND1048 Corridor located mainly along Second Avenue between 29th Street and 39th Street in the Sunset Park neighborhood of Brooklyn, New York (hereinafter referred to as the “Corridor”) to determine if the Corridor’s environmental condition might impact proposed construction activities. The proposed construction activities for the Corridor consists of roadway reconstruction, drainage improvements, watermain replacements and the installation of landscaping.

The Corridor is approximately 3,419 - foot long and consists of the following street segments.

Street Segment	Length (feet)
Second Avenue from 29 th Street to 39 th Street	2,430
29 th Street between Second Avenue and Third Avenue	780
36 th Street from Second Ave to 209 feet southeast of Second Avenue	209

The proposed depth of excavation for this DDC infrastructure project is estimated to range from 5.0 to 10.0 feet below grade (ftbg), and mostly at 6.0 ftbg. Based on the review of available information provided by the DDC and discussions with the DDC Project Manager, LiRo proposed the advancement of seven soil borings and one temporary well point (TWP) along the Corridor to characterize soil and groundwater (if observed) that may be encountered during construction and to assess the presence of subsurface contamination that might impact proposed construction activities.

The Phase II SCI was completed on August 19, 2019 and consisted of the following components:

- The advancement of seven soil borings to a terminal depth of approximately 10.0 ftbg and the field screening of soil samples, including photo-ionization detector (PID) readings and visual and olfactory indicators of contamination (staining, odors);
- The collection of seven grab soil samples which were analyzed for United States Environmental Protection Agency (USEPA) Target Compound List (TCL) volatile organic compounds (VOCs);
- The collection of seven composite soil samples which were analyzed for: Polycyclic Aromatic Hydrocarbons (PAHs); Polychlorinated Biphenyls (PCBs); Total Petroleum Hydrocarbon Diesel Range Organics/Gasoline Range Organics (TPHC DRO/GRO); Resource Conservation and Recovery Act (RCRA) Characteristics; and, Toxicity Characteristic Leaching Procedure (TCLP) RCRA Metals;
- Groundwater was encountered within the Corridor; however, soil in the saturated zone consisted of tight silts, which did not produce sufficient water to collect a sample. Therefore, no TWPs were installed and no groundwater samples were collected; and,
- The preparation of this report, which includes tables summarizing the laboratory analytical results and figures depicting boring locations, significant site features and, if applicable, contamination occurrence and distribution.

In order to evaluate the subsurface soil, laboratory analytical results were compared with the regulatory standards identified in: (1) New York State Department of Environmental Conservation (NYSDEC) Subpart 375-6: Remedial Program Restricted Use Commercial (Track 2) Soil Cleanup Objectives (SCOs); and/or, (2) Toxicity Characteristic Regulatory Levels for Hazardous Waste published in RCRA and Title 6 of the New York Codes, Rules and Regulations (NYCRR) Part 371.

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

- The subsurface soils encountered during this Phase II SCI consisted predominantly of red brown to brown black fine to coarse sand with some gravel and silt from grade to approximately 9.0 ftbg. Silt with some sand and gravel was also noted within SB-01, SB-02, SB-03, and SB-04 from 9.0 to 10.0 ftbg. Man-made materials (brick) and re-worked gravel, sand, and silt, which is indicative of urban fill, was encountered within all borings from 1.0 to 2.0 ftbg. Groundwater was encountered between 8.0 and 10.0 ftbg. Bedrock was not encountered during the Phase II SCI.
- Field screening (i.e., PID readings, visual, and olfactory observations) did not identify impacted soils in borings SB-01, SB-02, SB-03, SB-06, and SB-07; however, PID readings of 5.0 parts per million (ppm) were detected within SB-04 and SB-05 along with slight petroleum odors.
- VOCs were detected in four of the seven grab samples collected. Acetone and/or Methyl Ethyl Ketone/2-Butanone were detected at concentrations below the Part 375 Restricted Use – Commercial SCOs in samples SB-03 - 8.0 - 8.5, SB-04 - 7.5 - 8.0, SB-05 - 9.2 - 9.7, and/or SB-06 - 7.5 - 8.0. Acetone is a common laboratory cross contaminant and is most likely not representative of subsurface conditions. Carbon disulfide, cyclohexane, and methylcyclohexane were also detected; however, there are no corresponding Part 375 Restricted Use – Commercial SCOs for these parameters.
- PAHs were detected in all seven composite samples collected. Benzo(a)pyrene was detected within SB-03 - COMP, SB-06 - COMP, and SB-07 - COMP at concentrations exceeding the corresponding Part 375 Restricted Use – Commercial SCO. Acenaphthene, acenaphthylene, anthracene, benzo(a)anthracene, benzo(b)fluoranthene, benzo(g,h,i)perylene, benzo(k)fluoranthene, chrysene, dibenzo[a,h]anthracene, fluoranthene, fluorene, indeno(1,2,3-cd)pyrene, naphthalene, phenanthrene, and pyrene were also detected within one of more of the seven composite samples at concentrations below their corresponding Part 375 Restricted Use – Commercial SCOs. The detected PAHs may be attributed to: (a) residuals from isolated releases in the area of the Corridor; and/or, (b) the presence of fill material placed at the Corridor.
- PCBs were detected in four of the seven composite samples collected. Aroclor 1254 and/or Aroclor 1260 were detected at concentrations below the Part 375 Restricted Use – Commercial SCOs in SB-01 - COMPRE, SB-02 - COMPRE, SB-03 - COMPRE, and SB-07 - COMPRE. (Note that “RE” is added to the end of the sample identification by the laboratory in cases where the laboratory needs to re-analyze the samples because the initial analysis did not conform to analytical method quality control criteria).

- TCLP RCRA metals were detected in all seven composite samples collected. Arsenic, barium, cadmium, chromium, lead, and/or selenium were detected at concentrations below their corresponding 6 NYCRR Part 371 and RCRA standards. Based on their consistency, most of the detected concentrations are attributed to background levels. However, the detected concentrations for arsenic may be attributed to contaminants in fill material placed throughout the Corridor.
- Ignitability (flash point), reactivity (cyanide and sulfide), and corrosivity (pH) were within the acceptable RCRA ranges. TPHC-DRO was detected in all seven composite samples at concentrations ranging from approximately 27.2 milligrams per kilograms (mg/kg) within SB-01 - COMP to 195 mg/kg within SB-02 - COMP. TPHC-GRO was detected in five of the seven composite samples at concentrations ranging from 0.017 mg/kg within SB-04 - COMP to 0.036 mg/kg within SB-02 - COMP. There are no regulatory standards for TPHC-DRO and TPHC-GRO. Analytical results will need to be compared to levels acceptable by the chosen receiving facility to determine appropriate waste characterization prior to off-site disposal.

Conclusions

- Field screening (i.e., PID readings, visual, and olfactory observations) generally did not identify impacted soils within the Corridor in borings SB-01, SB-02, SB-03, SB-06, and SB-07; however, PID readings of 5.0 ppm were detected within SB-04 and SB-05 along with slight petroleum odors;
- Laboratory analytical results identified petroleum-impacted soils within portions of the Corridor. The presence of elevated concentrations of petroleum components (i.e., PAHs and DRO/GRO) in subsurface soils in the Corridor is attributed primarily to: (a) residuals from releases of petroleum products in the vicinity of the Corridor; and, (b) contaminants in fill material placed on the Corridor;
- The subsurface soil samples collected from the Corridor did not exhibit hazardous waste characteristics; and,
- Groundwater was encountered within the Corridor; however, soil in the saturated zone consisted of tight silts and did not produce sufficient water to collect a sample. Therefore, no TWP's were installed and no groundwater samples were collected.

Recommendations

- The Contract documents should identify provisions and a contingency for managing, handling, transporting and disposing of non-hazardous, contaminated soil. The Contractor should submit a Material Handling Plan to identify the specific protocols and procedures that will be employed to manage potentially contaminated waste, if encountered, during construction in accordance with applicable regulations;
- Due to the presence of PAHs and DRO/GRO in the investigated sites, especially if contaminated or hazardous soil is encountered, a Community Air Monitoring Plan (CAMP) is required to minimize the creation and dispersion of fugitive airborne dust. The Contractor may implement dust control measures to minimize potential airborne contaminants released as a direct result of construction activities. A CAMP shall be developed in accordance with NYSDEC DER-10 Regulations. The CAMP requires real-time monitoring for VOCs and particulates (i.e., dust) at the downwind perimeter of each designated work area when certain activities are in progress at contaminated sites. The CAMP

is intended to provide a measure of protection for the downwind community from potential airborne contaminant releases as a direct result of investigative and remedial work activities;

- Should dewatering become necessary during construction activities within the Corridor, the Contractor will be required to obtain NYCDEP sewer discharge permit. Additional sampling and laboratory analysis may be required to satisfy NYCDEP sewer discharge permit requirements prior to discharge into storm sewers;
- If discharge into storm sewers is required during dewatering, it may be done under the appropriate NYSDEC State Pollutant Discharge Elimination System (SPDES) permit. Additional sampling and laboratory analysis may be required to satisfy NYSDEC requirements prior to discharge into storm sewers; and,
- Before beginning any excavation activity, the Contractor 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 (i.e., dust control procedures for PAHs and DRO/GRO).

1.0 INTRODUCTION

On behalf of the New York City Department of Design and Construction (DDC), LiRo Engineers, Inc. (LiRo) conducted a Phase II Subsurface Corridor Investigation (Phase II SCI) of the SAND1048 Corridor located mainly along Second Avenue between 29th Street and 39th Street in the Sunset Park neighborhood of Brooklyn, New York (hereinafter referred to as the “Corridor”) to determine if the Corridor’s environmental condition might impact proposed construction activities. The proposed construction activities for the Corridor consists of water main work and combined sewers in the Brooklyn Waterfront Greenway.

The Corridor is approximately 3,419 - foot long and consists of the following street segments.

Street Segment	Length (feet)
Second Avenue from 29 th Street to 39 th Street	2,430
29 th Street between Second Avenue and Third Avenue	780
36 th Street from Second Ave to 209 feet southeast of Second Avenue	209

1.1 Scope of Work

The Phase II SCI consisted of a field investigation, laboratory analyses, and the preparation of this report, which includes tables summarizing the laboratory analytical results and figures depicting boring locations, significant site features and, if applicable, contamination occurrences and distribution. Drilling activities for the field investigation were performed by AARCO Environmental Services Corporation (AARCO) of Lindenhurst, New York. Oversight of drilling activities was performed by Scott Swanson of LiRo. Laboratory analyses were provided by Chemtech of Mountainside, New Jersey, a NYS Department of Health (NYSDOH) approved laboratory (No. 11376). Field derived Quality Assurance/Quality Control (QA/QC) samples (i.e., field blanks, trip blanks, duplicates) were not collected for this project. The field investigation was conducted on August 19, 2019 and consisted of the following components.

- The advancement of seven borings (SB-01 through SB-07) to terminal depths of 10.0 ftbg.
- The borings were advanced using a GeoProbe direct push drill rig. Prior to direct push advancement, borings were cleared to a depth of 6.0 feet using a hand auger. Soil samples were collected using 5.0 - foot long, 2.0 - inch diameter Macro Core stainless steel samplers equipped with polyvinyl chloride (PVC) liners. In addition, a Health and Safety Plan was prepared by AARCO prior to commencing field work.
- Field screening, classification, and identification of soils was conducted from the ground surface to the bottom of each boring. Soil samples were visually classified in the field using the Unified Soil Classification System (USCS). Field screening consisted of visual and olfactory indicators of impacts as well as screening with a photoionization detector (PID).
- The collection of one composite and one grab sample from each of the seven soil boring locations (SB-01 through SB-07). The composite samples were comprised of soil from the entire boring column. The grab samples were collected from the 6.0 - inch interval exhibiting evidence of petroleum impacts (highest PID reading) (i.e., SB-04 and SB-05), from the bottom 6.0 - inch interval

in the boring (i.e., SB-02 and SB-07), or from the 6.0 - inch interval above the groundwater table (i.e., SB-01, SB-03, and SB-06).

- Laboratory analysis of the composite samples for: (1) Polycyclic Aromatic Hydrocarbons (PAHs) via United States Environmental Protection Agency (USEPA) Method 8270D; (2) Polychlorinated Biphenyls (PCBs) via USEPA Method 3550B/8082; (3) Total Petroleum Hydrocarbon Diesel Range Organics/Gasoline Range Organics (TPHC DRO/GRO) via USEPA Method 8015B; (4) Resource Conservation and Recovery Act (RCRA) Characteristics via USEPA SW-846; and, (5) Toxicity Characteristic Leaching Procedure (TCLP) RCRA Metals via USEPA SW-846.
- Laboratory analysis of the grab samples for TCL volatile organic compounds (VOCs) by USEPA Method 8260C.
- Groundwater was encountered within the Corridor; however, soil in the saturated zone consisted of tight silts and did not produce sufficient water to collect a sample. Therefore, no TWP's were installed and no groundwater samples were collected.

2.0 CORRIDOR INFORMATION

2.1 Corridor Location, Description and Use

The Corridor is approximately 3,419 - foot long and is located in the Sunset Park section of the Borough of Brooklyn, New York. The Corridor consists of Second Avenue between 29th and 39th Streets, 29th Street between Second Avenue and Third Avenue, and 36th Street from Second Avenue to approximately 209 feet southeast. The Corridor is developed with paved roadways and existing infrastructure systems.

Property usage adjoining the Corridor during the inspection consists primarily of commercial warehouses (i.e., Liberty View Industrial Plaza, Maximum Self Storage, Industrial City Warehousing and Office Complex, restaurants, and Costco), the MDC Federal Prison, and residences. Based on observations made during the field work, no properties of potential environmental concern were noted. A map of the Corridor area is presented as Figure 2.

2.2 Description of Surrounding Properties

Property usage surrounding the Corridor is primarily comprised of various commercial and residential properties. Properties of potential environmental concern noted in the area, but off of the Corridor, include the NYC Transit Track Yard, a Shell Gas Station, a Gulf Gas Station, A1 Truck Repair, and a large post office.

2.3 Corridor and Regional Topographic Setting

Based on a review of the *United States Geological Survey (USGS.) 7.5 - Minute Quadrangle Map, Jersey City, NJ, dated 2018*, the elevation of the Corridor ranges from approximately 5.0 feet above mean sea level (amsl) at the most western portion of the Corridor to approximately 10.0 feet amsl at the most eastern and southern portions. The topography of the immediate Corridor area is gently sloping to the northwest. A copy of the USGS National Map is presented in Figure 1.

2.4 Corridor and Regional Geology

Based on the *Geologic Map of New York State (Lower Hudson Sheet dated 1970)*, the area is underlain by Glacial and Alluvial Deposits. Based on the *Surficial Geologic Map of New York (Lower Hudson Sheet dated 1989)*, the area is underlain by till.

The Corridor is located within the Atlantic Coastal Plain Physiographic Province which is characterized by flat to gently undulating plains of unconsolidated sedimentary deposits. The Corridor is located within the southern portion of the Wisconsin glaciation of the New York/New England region.

The subsurface soils encountered during this Phase II SCI consisted predominantly of red brown to brown black fine to coarse sand with some gravel and silt from grade to approximately 9.0 ftbg. Silt with some sand and gravel was also noted within SB-01, SB-02, SB-03, and SB-04 from 9.0 to 10.0 ftbg. Man-made materials (brick) and re-worked gravel, sand, and silt, which is indicative of urban fill, was encountered within all borings from 1.0 to 2.0 ftbg. Groundwater was encountered between 8.0 and 10.0 ftbg. Bedrock was not encountered during the Phase II SCI.

Based on the information supplied by the National Wetland Inventory and NYSDEC Wetland Inventory, the Corridor does not fall within a state or national wetland area. The nearest national wetland is located approximately 160 feet north of the Corridor and is identified as E1UBLx (Estuarine Subtidal Unconsolidated Bottom Subtidal Excavated). The closest NYSDEC regulated mapped freshwater wetland is located over 4.0 miles southwest of the Corridor.

Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) were accessed from the FEMA website. Map panel (Panel No. 3604970192FF, effective date 9/5/07) shows that the majority of the Corridor is located in “Flood Zone AE (EL 10’)”. Portions of the Corridor are also located in “Flood Zone X, an area of minimal flood hazard” and “Zone X, 0.2 percent annual chance flood hazard.”

2.5 Corridor and Regional Hydrogeology

The first unconfined aquifer encountered is the upper glacial aquifer. According to Groundwater Resources of Kings and Queens Counties, Long Island, New York, dated 1999, groundwater was anticipated to be present at a depth of approximately 5.0 ftbg; however during the Phase II SCI groundwater was encountered between 8.0 and 10.0 ftbg at all seven borings. The nearest surface water body to the Corridor is Gowanus Bay which is located approximately 160 feet north of the Corridor. Based on the location and proximity of Gowanus Bay, groundwater is anticipated to flow towards the northwest. Groundwater can also be influenced by seasonal fluctuations in precipitation, local variations in geology, topography, tidal variations in Gowanus Bay, underground anthropogenic structures, and/or local dewatering operations.

3.0 CORRIDOR EVALUATION

LiRo provided oversight for the advancement of seven soil borings and the collection of soil samples during the field investigation at the designated areas of the planned construction. The soil samples from the borings were transferred into laboratory supplied sample jars, properly labeled, and stored in a cooler with ice to preserve the samples at 4° Celsius prior to and during shipment. A chain-of-custody was prepared prior to sample shipment. A summary of the field observations, including the location of the sites and the details of the soil borings, is provided in Table 1.

3.1 Soil Quality Investigation

Seven borings (SB-01 through SB-07) were advanced to a terminal depth of 10.0 ftbg using a GeoProbe direct push drill rig. Prior to direct push advancement, borings were cleared to a depth of 6.0 ftbg using a hand auger. Soil samples were collected using 5.0 - foot long, 2.0 - inch diameter Macro Core stainless steel samplers equipped with polyvinyl chloride (PVC) liners. Soil boring locations are shown 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 locations of each boring are described below:

- **SB-01** – Advanced in the sidewalk along the east side of Second Avenue, approximately 32 feet northeast of the 39th Street curb line and 5.0 feet southeast of the Second Avenue curb line.
- **SB-02** – Advanced in the sidewalk along the west side of Second Avenue, 107 feet northeast of the parking lot entrance across from 36th Street and 3.0 feet northwest of the Second Avenue curb line.
- **SB-03** – Advanced in the sidewalk along the west side of Second Avenue, 28 feet southwest of the northern 34th Street curb line and 4.0 feet northwest of the Second Avenue curb line.
- **SB-04** – Advanced in the sidewalk along the west side of Second Avenue, 28 feet southwest of 32nd Street curb line and 3.0 feet northwest of Second Avenue curb line.
- **SB-05** – Advanced in the sidewalk along the west side of Second Avenue, approximately 95 feet southwest of the southern 30th Street curb line and 4.5 feet southwest of the Second Avenue curb line.
- **SB-06** – Advanced in the sidewalk along the west side of Second Avenue, 11.5 feet northeast of the 29th Street curb line and 8.5 feet northwest of the Second Avenue curb line.
- **SB-07** – Advanced in the sidewalk along the north side of 29th Street, 14 feet west of the Third Avenue curb line and 15 feet north of the 29th Street curb line.

Soil from each boring was classified and examined for visual evidence (i.e., staining, discoloration) and any olfactory indications (i.e., odors) of contamination. Continuous soil samples were collected from each of the borings at 5.0 - foot intervals. In addition, a PID was used to screen the soil for VOC vapors. All re-useable sampling equipment was decontaminated using a deionized water and Alconox soap wash and then rinsed with deionized water.

In order to identify representative conditions relative to the presence of PAHs, PCBs, TPHC DRO/GRO, RCRA Characteristics, and TCLP RCRA metals over the entire soil column in each boring, composite soil samples were collected by mixing the soil from the entire column in a stainless steel bowl. Boring composite samples were collected from all seven soil borings.

In order to identify representative conditions relative to the presence of VOCs, grab samples were collected from the 6.0 - inch interval exhibiting evidence of petroleum impacts (highest PID reading) (i.e., SB-04 and SB-05), from the bottom 6.0 - inch interval in the boring (i.e., SB-02 and SB-07), or from the 6.0 - inch interval above the groundwater table (i.e., SB-01, SB-03, and SB-06).

3.2 Groundwater Quality Investigation

Groundwater was encountered within the Corridor; however, soil in the saturated zone consisted of tight silts and did not produce sufficient water to collect a sample. Therefore, no TWPs were installed and no groundwater samples were collected.

3.3 Laboratory Analyses

The soil samples were submitted to Chemtech, a NYSDOH approved laboratory (No. 11376). Field derived QA/QC samples (i.e., field blank, trip blank, duplicate) were not collected for this project. Laboratory analytical reports are included in Appendix C.

The grab soil samples were analyzed for USEPA TCL VOCs by Method 8260C. The boring composite soil samples were analyzed for: (1) PAHs via USEPA Method 8270D; (2) PCBs via USEPA Method 3550B/8082; (3) TPHC DRO/GRO via USEPA Method 8015B; (4) RCRA Characteristics via USEPA SW-846; and, (5) TCLP RCRA Metals via USEPA SW-846.

3.4 Data Evaluation

In order to evaluate the subsurface soil quality, the laboratory analytical results of the grab and composite soil samples were compared with the regulatory standards identified in: (1) NYSDEC Subpart 375-6: Remedial Program Restricted Use Commercial (Track 2) SCOs; and/or, (2) Toxicity Characteristic Regulatory Levels for Hazardous Waste published in RCRA and Title 6 of the New York Codes, Rules and Regulations (NYCRR) Part 371.

4.0 FINDINGS

This section discusses the analytical data and findings for the activities discussed in Section 3.0.

4.1 Field Screening

Field screening (i.e., PID readings, visual, and olfactory observations) did not identify impacted soils in borings SB-01, SB-02, SB-03, SB-06, and SB-07; however, PID readings of 5.0 parts per million (ppm) were detected in SB-04 and SB-05 along with slight petroleum odors. Refer to Table 1 for a summary of environmental boring data.

4.2 Soil and Groundwater Laboratory Analytical Results

4.2.1 Volatile Organic Compounds (VOCs) in Soil

VOCs were detected in four of the seven grab samples collected. Acetone and/or Methyl Ethyl Ketone/2-Butanone were detected at concentrations below the Part 375 Restricted Use – Commercial SCOs in samples SB-03 - 8.0 - 8.5, SB-04 - 7.5 - 8.0, SB-05 - 9.2 - 9.7, and/or SB-06 - 7.5 - 8.0. Acetone is a common laboratory cross contaminant and is most likely not representative of subsurface conditions. Carbon disulfide, cyclohexane, and methylcyclohexane were also detected; however, there are no corresponding Part 375 Restricted Use – Commercial SCOs for these parameters. Refer to Table 2 for a summary of TCL VOC detections.

4.2.2 Polycyclic Aromatic Hydrocarbons (PAHs) in Soil

PAHs were detected in all seven composite samples collected. Benzo(a)pyrene was detected in SB-03 - COMP, SB-06 - COMP, and SB-07 - COMP at concentrations exceeding the corresponding Part 375 Restricted Use – Commercial SCO. Acenaphthene, acenaphthylene, anthracene, benzo(a)anthracene, benzo(b)fluoranthene, benzo(g,h,i)perylene, benzo(k)fluoranthene, chrysene, dibenzo[a,h]anthracene, fluoranthene, fluorene, indeno(1,2,3-cd)pyrene, naphthalene, phenanthrene, and pyrene were also detected in one or more of the seven composite samples at concentrations below their corresponding Part 375 Restricted Use – Commercial SCOs. The detected PAHs may be attributed to: (a) residuals from isolated releases in the area of the Corridor; and/or, (b) the presence of fill material placed at the Corridor. Refer to Table 3 for a summary of PAH detections.

4.2.3 Polychlorinated Biphenyls (PCBs) in Soil

PCBs were detected in four of the seven composite samples collected. Aroclor 1254 and/or Aroclor 1260 were detected at concentrations below the Part 375 Restricted Use – Commercial SCOs in SB-01 - COMPRE, SB-02 - COMPRE, SB-03 - COMPRE, and SB-07 - COMPRE. Note that “RE” is added to the end of the sample identification by the laboratory in cases where the laboratory needs to re-analyze the sample because the initial analysis did not conform to analytical method quality control criteria. Refer to Table 4 for a summary of the PCB detections.

4.2.4 Toxicity Characteristic Leaching Procedure (TCLP) Resource Conservation and Recovery Act (RCRA) Metals in Soil

TCLP RCRA metals were detected in all seven composite samples collected. Arsenic, barium, cadmium, chromium, lead, and/or selenium were detected at concentrations below their corresponding 6 NYCRR Part 371 and RCRA standards. Based on their consistency, most of the detected concentrations are attributed to background levels. However, the detected concentrations for arsenic may be attributed to contaminants in fill material placed throughout the Corridor. Refer to Table 5 for a summary of TCLP RCRA metals detections.

4.2.5 Waste Characterization of Soil

Ignitability (flash point), reactivity (cyanide and sulfide), and corrosivity (pH) were within the acceptable RCRA ranges. TPHC-DRO was detected in all seven composite samples at concentrations ranging from approximately 27.2 milligrams per kilograms (mg/kg) in SB-01 - COMP to 195 mg/kg in SB-02 - COMP. TPHC-GRO was detected in five of the seven composite samples at concentrations ranging from 0.017 mg/kg in SB-04 - COMP to 0.036 mg/kg in SB-02 - COMP. There are no regulatory standards for TPHC-DRO and TPHC-GRO. Analytical results will need to be compared to levels acceptable by the chosen receiving facility to determine appropriate waste characterization prior to off-site disposal. Refer to Table 5 for a summary of TCLP parameters, RCRA Characteristics, and TPHC DRO/GRO results.

4.2.6 Analysis of NYCDEP Parameters in Groundwater

Groundwater was encountered within the Corridor; however, soil in the saturated zone consisted of tight silts and did not produce sufficient water to collect a sample. Therefore, no TWPs were installed and no groundwater samples were collected.

5.0 CONCLUSIONS AND RECOMMENDATIONS

Based on the evaluation of the field screening data, the laboratory analytical results, and a comparison to applicable regulatory standards, the following conclusions and recommendations are presented:

Conclusions

Field screening (i.e., PID readings and visual and olfactory observations) generally did not identify impacted in borings SB-01, SB-02, SB-03, SB-06, and SB-07; however, PID readings of 5.0 ppm were detected in SB-04 and SB-05 along with slight petroleum odors;

- Laboratory analytical results identified petroleum-impacted soils within portion(s) of the Corridor. The presence of elevated concentrations of petroleum components (i.e., PAHs and DRO/GRO) in subsurface soils in the Corridor is attributed primarily to: (a) residuals from releases of petroleum products in the vicinity of the Corridor; and, (b) contaminants in fill material placed on the Corridor;
- The subsurface soil samples collected from the Corridor did not exhibit hazardous waste characteristics; and,
- Groundwater was encountered within the Corridor; however, the saturated soil consisted of tight silts and did not produce sufficient water to collect a sample. Therefore, no TWP's were installed and no groundwater samples were collected.

Recommendations

- The Contract documents should identify provisions and a contingency for managing, handling, transporting and disposing of non-hazardous, contaminated soil. The Contractor should submit a Material Handling Plan to identify the specific protocols and procedures that will be employed to manage potentially contaminated waste, if encountered, during construction, in accordance with applicable regulations;
- Due to the presence of SVOC and DRO/GRO in the investigated sites, especially if contaminated or hazardous soil is encountered, a Community Air Monitoring Plan (CAMP) is required to minimize the creation and dispersion of fugitive airborne dust. The Contractor may implement dust control measures to minimize potential airborne contaminants released as a direct result of construction activities. A CAMP shall be developed in accordance with NYSDEC DER-10 Regulations. The CAMP requires real-time monitoring for VOCs and particulates (i.e., dust) at the downwind perimeter of each designated work area when certain activities are in progress at contaminated sites. The CAMP is intended to provide a measure of protection for the downwind community from potential airborne contaminant releases as a direct result of investigative and remedial work activities;
- Should dewatering become necessary during construction activities within the Corridor, the Contractor will be required to obtain NYCDEP sewer discharge permit. Additional sampling and laboratory analysis may be required to satisfy NYCDEP sewer discharge permit requirements prior to discharge into storm sewers;

- If discharge into storm sewers is required during dewatering, it may be done under the appropriate NYSDEC State Pollutant Discharge Elimination System (SPDES) permit. Additional sampling and laboratory analysis may be required to satisfy NYSDEC requirements prior to discharge into storm sewers; and,
- Before beginning any excavation activity, the Contractor 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 (i.e., dust control procedures for SVOCs and DRO/GRO).

6.0 STATEMENT OF LIMITATIONS

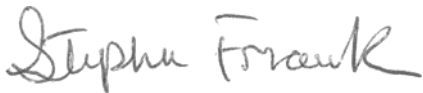
The data presented and the opinions expressed in this report are qualified as stated in the attachment to this section of the report.

Report Prepared By:



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Report Reviewed By:



Stephen Frank
Senior Geologist

Report Reviewed By:



Robert Kreuzer
Project Manager

STATEMENT OF LIMITATIONS

The data presented and the opinions expressed in this report are qualified as follows:

The sole purpose of the investigation and of this report is to assess the physical characteristics of the Corridor with respect to the presence or absence in the environment of oil or hazardous materials and substances as defined in the applicable state and federal environmental laws and regulations and to gather information regarding current and past environmental conditions at the Corridor.

LiRo derived the data in this report primarily from visual inspections, examination of records in the public domain, interviews with individuals with information about the Corridor, and a limited number of subsurface explorations made on the dates indicated. The passage of time, manifestation of latent conditions or occurrence of future events may require further exploration at the Corridor, analysis of the data, and reevaluation of the findings, observations, and conclusions expressed in the report.

In preparing this report, LiRo has relied upon and presumed accurate certain information (or the absence thereof) about the Corridor and adjacent properties provided by governmental officials and agencies, the Client, and others identified herein. Except as otherwise stated in the report, LiRo has not attempted to verify the accuracy or completeness of any such information.

The data reported and the findings, observations, and conclusions expressed in the report are limited by the Scope of Services, including the extent of subsurface exploration and other tests. The Scope of Services was defined by the requests of the Client, the time and budgetary constraints imposed by the Client, and the availability of access to the Corridor.

Because of the limitations stated above, the findings, observations, and conclusions expressed by LiRo in this report are not, and should not be considered, an opinion concerning the compliance of any past or present owner or operator of the Corridor with any federal, state or local law or regulation. No warranty or guarantee, whether express or implied, is made with respect to the data reported or findings, observations, and conclusions expressed in this report. Further, such data, findings, observations, and conclusions are based solely upon Corridor conditions in existence at the time of investigation.

This report has been prepared on behalf of and for the exclusive use of the Client, and is subject to and issued in connection with the Agreement and the provisions thereof.

TABLES

TABLE 1 – SUMMARY OF ENVIRONMENTAL BORING DATA

TABLE 2 – SUMMARY OF TCL VOCs DETECTED IN SOIL

TABLE 3 – SUMMARY OF PAHs DETECTED IN SOIL

TABLE 4 – SUMMARY OF PCBs DETECTED IN SOIL

TABLE 5 – SUMMARY OF WASTE CHARACTERIZATION IN SOIL

**Table 1. Summary of Environmental Boring Data
Phase II Environmental Site Assessment**

Boring No.	Sample ID	PID (ppm)	Sample Interval (ftbg)	Total VOCs (ug/kg)	Total PAHs (ug/kg)	Total PCBs (ug/kg)	Depth to Water (ftbg)	Total Depth (ftbg)	Other Comments
SB-01	SB-01 - 9.0 - 9.5	0.0	9.0 - 9.5	ND	NA	NA	9.5	10.0	No petroleum odors, visual evidence of impact, or elevated PID readings were detected.
	SB-01 - COMP		0.0 - 9.5	NA	1,152	23.0			
SB-02	SB-02 - 9.5 - 10.0	0.0	9.5 - 10.0	ND	NA	NA	10.0	10.0	No petroleum odors, visual evidence of impact, or elevated PID readings were detected.
	SB-02 - COMP		0.0 - 9.5	NA	3,160	82.0			
SB-03	SB-03 - 8.0 - 8.5	0.0	8.0 - 8.5	32.7	NA	NA	8.5	10.0	No petroleum odors, visual evidence of impact, or elevated PID readings were detected.
	SB-03 - COMP		0.0 - 8.0	NA	24,090	19.0			
SB-04	SB-04 - 7.5 - 8.0	5.0	7.5 - 8.0	57.5	NA	NA	8.0	10.0	Slight petroleum odor. No visual evidence of impact.
	SB-04 - COMP		0.0 - 7.5	NA	380	ND			
SB-05	SB-05 - 9.2 - 9.7	5.0	9.2 - 9.7	62.3	NA	NA	10.0	10.0	Slight petroleum odor. No visual evidence of impact.
	SB-05 - COMP		0.0 - 9.2	NA	3,020	ND			
SB-06	SB-06 - 7.5 - 8.0	0.0	7.5 - 8.0	28.2	NA	NA	8.0	10.0	No petroleum odors, visual evidence or impact, or elevated PID readings were detected.
	SB-06 - COMP		0.0 - 7.5	NA	18,110	ND			
SB-07	SB-07 - 9.0 - 10.0	0.0	9.0 - 10.0	ND	NA	NA	10.0	10.0	No petroleum odors, visual evidence or impact, or elevated PID readings were detected.
	SB-07 - COMP		0.0 - 9.0	NA	20,310	24.0			

Notes:
 All grab samples were analyzed for Target Compound List (TCL) Volatile Organic Compounds (VOCs). All composite soil samples were analyzed for Polycyclic Aromatic Hydrocarbons (PAHs), TCL Polychlorinated Biphenyls (PCBs), Total Petroleum Hydrocarbon (TPHC) Diesel Range Organics/Gasoline Range Organics (TPHC DRO/GRO), Resource Conservation and Recovery Act (RCRA) Characteristics, and Toxicity Characteristic Leaching Procedure (TCLP) RCRA Metals.

NA = Not Analyzed/Not Applicable
 ND = Non detect
 ftbg = feet below grade surface
 PID = photo-ionization detector
 ppm = parts per million (or mg/kg)
 ug/kg = microgram per kilogram

**Table 2. Summary of Target Compound List (TCL) Volatile Organic Compounds (VOCs) Detected in Soil
Phase II Environmental Site Assessment**

TCL VOC	Part 375-6.8 (b) Restricted Use (Track 2) Commercial Soil Cleanup Objectives (SCOs)	Sample ID, Date Collected, and Depth (ftbg)						
		SB-01 - 9.0 - 9.5	SB-02 - 9.5 - 10.0	SB-03 - 8.0 - 8.5	SB-04 - 7.5 - 8.0	SB-05 - 9.2 - 9.7	SB-06 - 7.5 - 8.0	SB-07 - 9.0 - 10.0
		8/19/2019	8/19/2019	8/19/2019	8/19/2019	8/19/2019	8/19/2019	8/19/2019
		9.0 - 9.5	9.5 - 10.0	8.0 - 8.5	7.5 - 8.0	9.2 - 9.7	7.5 - 8.0	9.0 - 10.0
Acetone	500,000	ND	ND	25.0 J	42	48	24.0 J	ND
Carbon Disulfide	NS	ND	ND	ND	4.5 J	1.3 J	4.2 J	ND
Cyclohexane	NS	ND	ND	3.7 J	ND	ND	ND	ND
Methyl Ethyl Ketone / 2-Butanone	500,000	ND	ND	ND	11.0 J	13.0 J	ND	ND
Methylcyclohexane	NS	ND	ND	4.0 J	ND	ND	ND	ND
Total VOCs	NS	ND	ND	32.7	57.5	62.3	28.2	ND

Notes:

All concentrations are reported in parts per billion (ppb or ug/kg)

ftbg = feet below grade surface

NS = No Standard

ND = Compound not detected above method detection limit (see attached lab report for mdl's)

J = Estimated value

SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006).

**Table 3. Summary of Polycyclic Aromatic Hydrocarbons (PAHs) Detected in Soil
Phase II Environmental Site Assessment**

PAHs	Part 375-6.8 (b) Restricted Use (Track 2) Commercial Soil Cleanup Objectives (SCOs)	Sample ID, Date Collected, and Depth (ftbg)						
		SB-01 - COMP	SB-02 - COMP	SB-03 - COMP	SB-04 - COMP	SB-05 - COMP	SB-06 - COMP	SB-07 - COMP
		8/19/2019 0.0 - 9.5	8/19/2019 0.0 - 9.5	8/19/2019 0.0 - 8.0	8/19/2019 0.0 - 7.5	8/19/2019 0.0 - 9.2	8/19/2019 0.0 - 7.5	8/19/2019 0.0 - 9.0
Acenaphthene	500,000	ND	ND	980 J	ND	ND	420	350 J
Acenaphthylene	500,000	ND	ND	ND	ND	ND	680	ND
Anthracene	500,000	ND	ND	1,400 J	ND	100 J	720	670
Benzo(a)anthracene	5,600	110 J	400 J	1,700 J	ND	280 J	1,700	2,000
Benzo(a)pyrene	1,000	98 J	370 J	1,300 J	ND	260 J	1,100	1,700
Benzo(b)fluoranthene	5,600	130 J	550 J	1,700 J	110 J	310 J	1,800	2,000
Benzo(g,h,i)perylene	500,000	84 J	ND	520 J	ND	130 J	990	870
Benzo(k)fluoranthene	56,000	ND	ND	510 J	ND	120 J	390	620
Chrysene	56,000	110 J	410 J	1,500 J	ND	260 J	1,600	1,700
Dibenzo[a,h]anthracene	560	ND	ND	ND	ND	ND	170 J	210 J
Flouranthene	500,000	220 J	680 J	4,200	140 J	570	2,700	3,200
Fluorene	500,000	ND	ND	860 J	ND	ND	250 J	280 J
Indeno(1,2,3-cd)pyrene	5,600	ND	ND	520 J	ND	110 J	630	760
Napthalene	500,000	ND	ND	ND	ND	ND	140 J	150 J
Phenanthrene	500,000	200 J	ND	5,600	ND	390 J	920	2,600
Pyrene	500,000	200 J	750 J	3,300	130 J	490	4,000 E	3,200
Total PAHs	NS	1,152	3,160	24,090	380	3,020	18,110	20,310

Notes:

All concentrations are reported in parts per billion (ppb or ug/kg)

ftbg = feet below grade surface

ND = Compound not detected above method detection limit (see attached lab report for mdl's)

NS = No Standard

J = Estimated value

E = Value Exceeds Calibration Range

PAHs = Polycyclic Aromatic Hydrocarbons

SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006).

Shaded = Concentration exceeds Restricted Use (Track 2) Commercial SCOs

**Table 4. Summary of Polychlorinated Biphenyls (PCBs) Detected in Soil
Phase II Environmental Site Assessment**

PCBs	Part 375-6.8 (b) Restricted Use (Track 2) Commercial Soil Cleanup Objectives (SCOs)	Sample ID, Date Collected, and Depth (ftbg)						
		SB-01 - COMPRE	SB-02 - COMPRE	SB-03 - COMPRE	SB-04 - COMPRE	SB-05 - COMPRE	SB-06 - COMPRE	SB-07 - COMPRE
		8/19/2019	8/19/2019	8/19/2019	8/19/2019	8/19/2019	8/19/2019	8/19/2019
		0.0 - 9.5	0.0 - 9.5	0.0 - 8.0	0.0 - 7.5	0.0 - 9.2	0.0 - 7.5	0.0 - 9.0
Aroclor 1254	NS	ND	ND	ND	ND	ND	ND	13.0 J
Aroclor 1260	NS	23	82.0 P	19.0 JP	ND	ND	ND	11.0 J
Total PCBs	1,000	23.0	82.0	19.0	ND	ND	ND	24.0

Notes:

All concentrations are reported in parts per billion (ppb or ug/kg)

ftbg = feet below grade surface

RE = Re-evaluated due to surrogate recovery being outside of the QC limits and/or the closing Continuous Calibration Check (CCC) was also outside the acceptable QC limits

ND = Compound not detected above method detection limit (see attached lab report for mdl's)

NS = No Standard

J = Estimated value

P = Indicates >25% difference for detected concentrations between the two GC columns.

SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006).

**Table 5. Summary of Waste Characterization in Soil
Phase II Environmental Site Assessment**

Parameter	6 NYCRR Part 371 and RCRA	Sample ID, Date Collected, and Depth (ftbg)						
		SB-01 - COMP	SB-02 - COMP	SB-03 - COMP	SB-04 - COMP	SB-05 - COMP	SB-06 - COMP	SB-07 - COMP
		8/19/2019	8/19/2019	8/19/2019	8/19/2019	8/19/2019	8/19/2019	8/19/2019
		0.0 - 9.5	0.0 - 9.5	0.0 - 8.0	0.0 - 7.5	0.0 - 9.2	0.0 - 7.5	0.0 - 9.0
METALS¹	ug/L							
Arsenic	5,000	16 J	ND	ND	ND	44 J	ND	ND
Barium	100,000	1,980 N	1,340 N	1,770 N	1,620 N	2,010 N	1,430 N	960 N
Cadmium	1,000	4.5 J	5.2 J	3.4 J	4.5 J	ND	2.1 J	2.1 J
Chromium	5,000	ND	ND	ND	ND	ND	16 J	15 J
Lead	5,000	120	110	220	1,630	44 J	700	310
Selenium	1,000	28 J	47 J	51 J	57 J	74 J	47 J	43 J
MISC. PARAMETERS (units)								
Reactivity Sulfide (mg/kg)	500	ND	ND	ND	ND	ND	ND	ND
Reactivity Cyanide (mg/kg)	250	ND	ND	ND	ND	ND	ND	ND
pH (SU)	2-12.5	7.94 H	10.0 H	8.81 H	8.07 H	8.2 H	10.2 H	10.6 H
Ignitability	>140 °F	No	No	No	No	No	No	No
TPHC Diesel Range Organics (mg/kg)	NS	27.2	195	172	55	42.3	161	28.1
TPHC Gasoline Range Organics (mg/kg)	NS	0.019 J	0.036 J	0.028 J	0.017 J	0.027 J	ND	ND

Notes:

- ftbg = feet below grade surface
- NS = No Standard
- ND = Compound not detected above method detection limit (see attached lab report for mdl's)
- SU = Standard unit
- J = Estimated value
- N = Spiked sample recovery not within control limits
- H = Sample analysis out of hold time
- mg/Kg = milligram per kilogram
- ug/L = microgram per liter
- ¹ = TCLP RCRA Metals

FIGURE 1 – TOPOGRAPHIC CORRIDOR LOCATION MAP



GOWANDUS BAY/
GOWANDUS CANAL

CORRIDOR LOCATION

2ND AVENUE

29TH STREET

36TH STREET

Legend:
Corridor Location

NYC DDC Department of Design and Construction

LiRo Engineers, Inc.
703 Lorimer Street, Brooklyn, New York

DDC ID NO: SAND1048 WOL NO: 15626-LIRO-3-R-15333

TOPOGRAPHIC CORRIDOR LOCATION MAP

**SUNSET PARK NORTH SECTION OF THE
BROOKLYN WATERFRONT GREENWAY
BROOKLYN, NEW YORK**

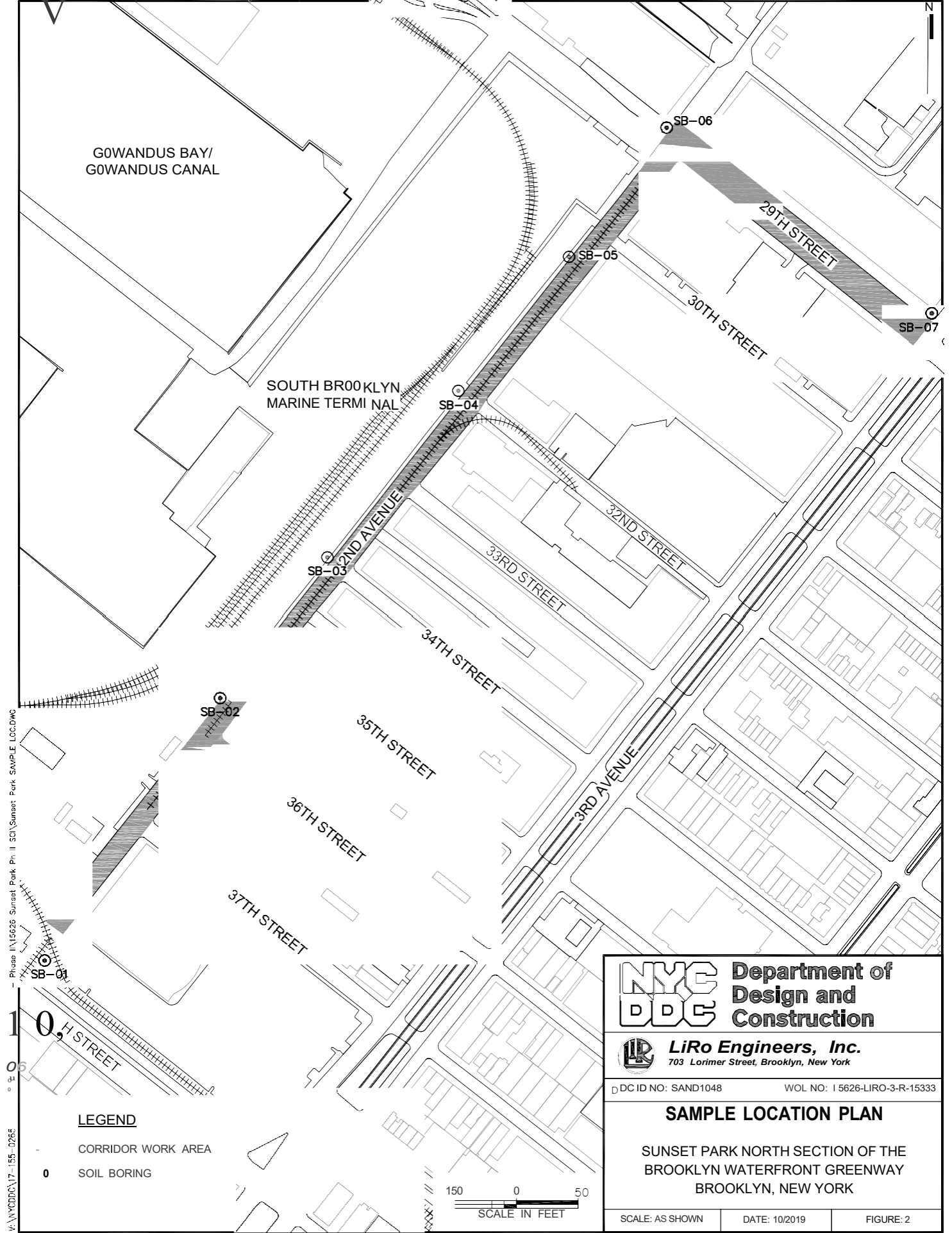
SCALE: AS SHOWN DATE: 10/2019 FIGURE: 1

**USGS The National Map:
Data Refreshed October 2018
Jersey City Quad**

0 300 600ft

V:\NYCDDC\17-155-0265 - 2017 DDC OGES\Design\Phase I - Phase II\15626 Sunset Park Ph II\SCIS\Sunset Park Topo Map.ai

FIGURE 2 – SAMPLE LOCATION PLAN

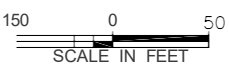


Phase I \ 15626 Sunset Park Ph. II \ 50 \ Sunset Park Sample Loc.DWG
 V:\NYDCDC\17-155-0265

GOWANDUS BAY/
GOWANDUS CANAL

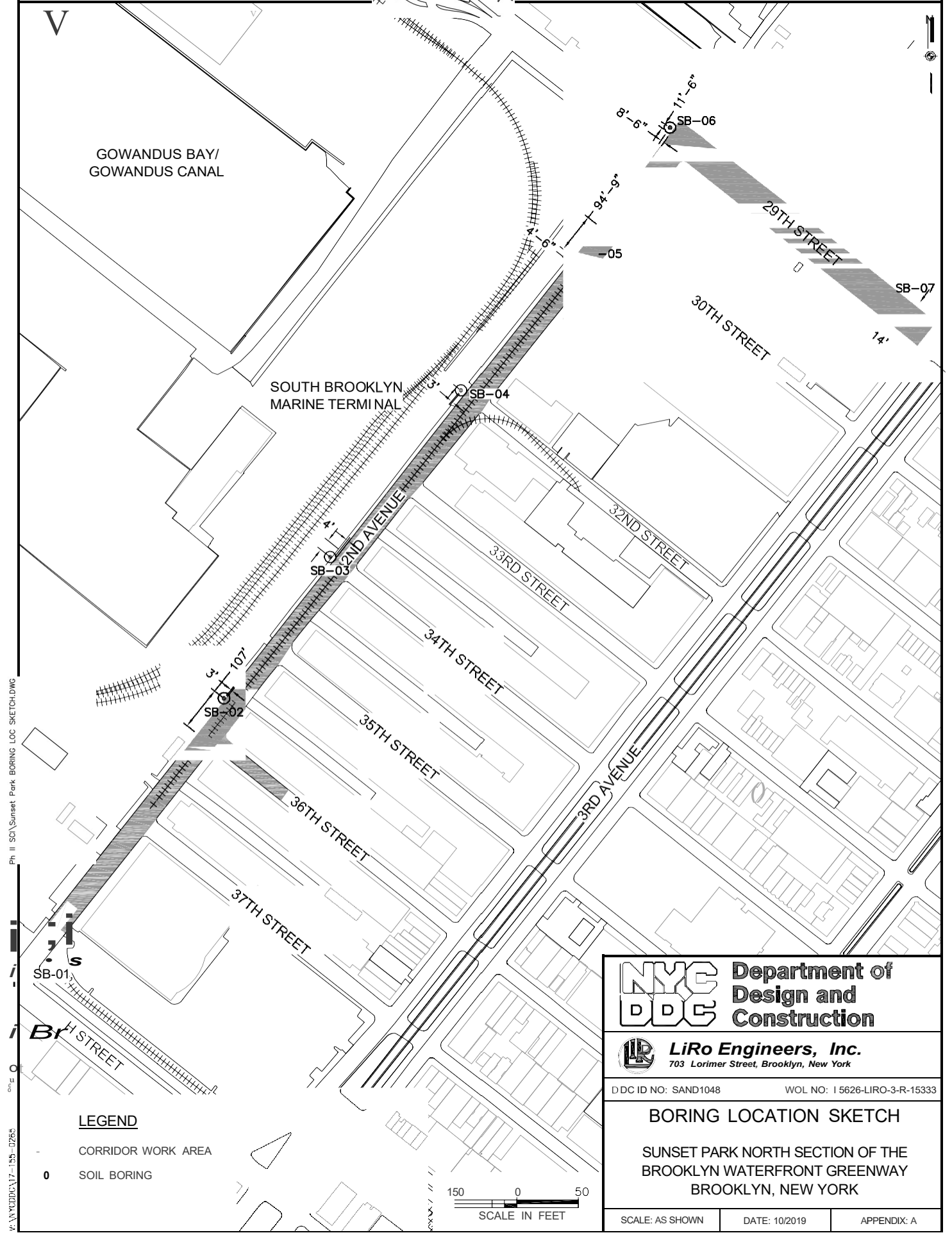
SOUTH BROOKLYN
MARINE TERMINAL

- LEGEND**
- CORRIDOR WORK AREA
 - SOIL BORING



Department of Design and Construction	
LiRo Engineers, Inc. 703 Lorimer Street, Brooklyn, New York	
DC ID NO: SAND1048	WOL NO: 15626-LIRO-3-R-15333
SAMPLE LOCATION PLAN	
SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY BROOKLYN, NEW YORK	
SCALE: AS SHOWN	DATE: 10/2019
FIGURE: 2	

APPENDIX A
BORING LOCATION SKETCHES



Ph II SOI Sunset Park BORING LOC SKETCH.DWG
 10/2019
 155-0265

Department of Design and Construction		
LiRo Engineers, Inc. 703 Lorimer Street, Brooklyn, New York		
DDC ID NO: SAND1048	WOL NO: I 5626-LIRO-3-R-15333	
BORING LOCATION SKETCH		
SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY BROOKLYN, NEW YORK		
SCALE: AS SHOWN	DATE: 10/2019	APPENDIX: A

APPENDIX B
GEOLOGIC BORING LOGS



LiRo Engineers, Inc.

TEST BORING LOG

PROJECT: Sunset Park North Section of the Brooklyn Waterfront Greenway					BORING NO.: SB-01		
CLIENT: Department of Design and Construction - OEGS - SAND1048					SHEET:		
BORING CONTRACTOR: AARCO Environmental Services Corp.					JOB NO.: 17-155-0265		
GROUNDWATER: 9.5					LOCATION: 39th St. and 2nd Ave.		
CAS.					GROUND ELEVATION: NA		
SAMPLER					DATE STARTED: August 19, 2019		
TUBE					DATE FINISHED: August 19, 2019		
5' Macros					DRILLER: Daybi Pacheco/Jose Romero		
DATE					GEOLOGIST: Scott Swanson		
TIME					REVIEWED BY: Steve Frank		
LEVEL							
TYPE							
NA							
TYPE							
DIA.							
TYPE							
WT.							
TYPE							
FALL							

DEPTH FEET	SAMPLE					DESCRIPTION			USCS	REMARKS
	STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION		
1					NA	Red Brown	NA	tree box mulch	Fill	Cleared to 6 ftbg
								fill w/brick, stone, soil		
6										
						Fine to coarse SAND, some gravel				
10						Brown	Medium dense	SILT w some sand, gravel	ML	Wet @ 9.5'
	End of boring at 10 ftbg									
15										
20										
25										
30										
35										

COMMENTS: Grab sample collected @ 9.0-9.5 ftbg for VOCs. Composite sample collected from 0-9.5 ftbg for remaining parameters. Soil was classified according to the Unified Soil Classification System (USCS).	PROJECT NO.: 17-155-0265
	BORING NO.: SB-01



LiRo Engineers, Inc.

TEST BORING LOG

PROJECT: Sunset Park North Section of the Brooklyn Waterfront Greenway					BORING NO.: SB-02		
CLIENT: Department of Design and Construction - OEGS - SAND1048					SHEET:		
BORING CONTRACTOR: AARCO Environmental Services Corp.					JOB NO.: 17-155-0265		
GROUNDWATER: 10					LOCATION: 36th St. and 2nd Ave.		
CAS.					GROUND ELEVATION: NA		
SAMPLER					DATE STARTED: August 19, 2019		
TUBE					DATE FINISHED: August 19, 2019		
5' Macros					DRILLER: Daybi Pacheco/Jose Romero		
DATE					GEOLOGIST: Scott Swanson		
TIME					REVIEWED BY: Steve Frank		
LEVEL							
TYPE							
NA							
TYPE							
DIA.							
TYPE							
WT.							
TYPE							
FALL							

DEPTH FEET	SAMPLE					DESCRIPTION			USCS	REMARKS
	STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION		
1					NA	Red Brown	NA	asphalt walk	Fill	Cleared to 6 ftbg
								gravely sand some silt		
								SAND with some gravel, trace silt	SP	
6										
					100%	Red Brown	Medium loose	Fine to coarse SAND, some gravel	ML	wet @ 10'
							Medium dense			
10										
	End of boring at 10 ftbg									
15										
20										
25										
30										
35										

COMMENTS: Grab sample collected @ 9.5-10.0 ftbg for VOCs. Composite sample collected from 0-9.5 ftbg for remaining parameters. Soil was classified according to the Unified Soil Classification System (USCS).					PROJECT NO.: 17-155-0265		
					BORING NO.: SB-02		



LiRo Engineers, Inc.

TEST BORING LOG

PROJECT: Sunset Park North Section of the Brooklyn Waterfront Greenway					BORING NO.: SB-03		
CLIENT: Department of Design and Construction - OEGS - SAND1048					SHEET:		
BORING CONTRACTOR: AARCO Environmental Services Corp.					JOB NO.: 17-155-0265		
GROUNDWATER: 8.5					LOCATION: 34th St. and 2nd Ave.		
CAS.					GROUND ELEVATION: NA		
SAMPLER					DATE STARTED: August 19, 2019		
TUBE					DATE FINISHED: August 19, 2019		
5' Macros					DRILLER: Daybi Pacheco/Jose Romero		
DATE					GEOLOGIST: Scott Swanson		
TIME					REVIEWED BY: Steve Frank		
LEVEL							
TYPE							
NA							
TYPE							
DIA.							
TYPE							
WT.							
TYPE							
FALL							

DEPTH FEET	SAMPLE					DESCRIPTION			USCS	REMARKS	
	STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION			
1								asphalt walk	Fill	Cleared to 6 ftbg	
								gravely sand some silt			
						NA	Red Brown	NA	SAND with some gravel, trace silt	SP	0.0 ppm
6											
								Medium loose	Fine to coarse SAND, some gravel	ML	wet @ 8.5'
						100%	Brown	Medium Dense	SILT w some sand, gravel		
10											
	End of boring at 10 ftbg										
15											
20											
25											
30											
35											

COMMENTS: Grab sample collected @ 8.0-8.5 ftbg for VOCs. Composite sample collected from 0-8.0 ftbg for remaining parameters. Soil was classified according to the Unified Soil Classification System (USCS).					PROJECT NO.: 17-155-0265		
					BORING NO.: SB-03		



LiRo Engineers, Inc.

TEST BORING LOG

PROJECT: Sunset Park North Section of the Brooklyn Waterfront Greenway					BORING NO.: SB-04		
CLIENT: Department of Design and Construction - OEGS - SAND1048					SHEET:		
BORING CONTRACTOR: AARCO Environmental Services Corp.					JOB NO.: 17-155-0265		
GROUNDWATER: 8					LOCATION: 32nd St. and 2nd Ave.		
CAS.					GROUND ELEVATION: NA		
SAMPLER					DATE STARTED: August 19, 2019		
TUBE					DATE FINISHED: August 19, 2019		
5' Macros					DRILLER: Daybi Pacheco/Jose Romero		
DATE					GEOLOGIST: Scott Swanson		
TIME					REVIEWED BY: Steve Frank		
LEVEL							
TYPE							
TYPE							
NA							
DIA.							
WT.							
FALL							

DEPTH FEET	SAMPLE					DESCRIPTION			USCS	REMARKS
	STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION		
1						Gray Brown	NA	asphalt walk	Fill	Cleared to 6 ftbg 0.0 ppm slight odor
								gravely sand some silt		
								SAND with some gravel, trace silt	SP	
6								Fine to coarse SAND, some gravel		
				100%	Brown	Medium loose	SILT w some sand, gravel	ML	Too tight to recharge water	
10							End of boring at 10 ftbg			
15										
20										
25										
30										
35										

COMMENTS: Grab sample collected @ 7.5-8.0 ftbg for VOCs. Composite sample collected from 0-7.5 ftbg for remaining parameters. Soil was classified according to the Unified Soil Classification System (USCS). Water could not be sampled due to tight formation.					PROJECT NO.: 17-155-0265		
					BORING NO.: SB-04		



LiRo Engineers, Inc.

TEST BORING LOG

PROJECT: Sunset Park North Section of the Brooklyn Waterfront Greenway					BORING NO.: SB-07
CLIENT: Department of Design and Construction - OEGS - SAND1048					SHEET: 1 of 18
BORING CONTRACTOR: AARCO Environmental Services Corp.					JOB NO.: 17-155-0265
GROUNDWATER: 10					LOCATION: 29th St. and 3rd Ave.
CAS.					GROUND ELEVATION: NA
SAMPLER					DATE STARTED: August 19, 2019
TUBE					DATE FINISHED: August 19, 2019
DATE	TIME	LEVEL	TYPE	TYPE	DRILLER: Daybi Pacheco/Jose Romero
			NA	DIA.	GEOLOGIST: Scott Swanson
				WT.	REVIEWED BY: Steve Frank
				FALL	

DEPTH FEET	SAMPLE					DESCRIPTION			USCS	REMARKS
	STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION		
1						Dark brown to orange brown, trace of black	NA	concrete sidewalk	Fill	Cleared to 6 ftbg 0.0 ppm Moist
								gravely sand some silt		
								Medium to coarse SAND, some gravel	SW	
6								80%		
10										wet @ 10'
	End of boring at 10 ftbg									
15										
20										
25										
30										
35										

COMMENTS: Grab sample collected @ 9-10 ftbg for VOCs. Composite sample collected from 0-9 ftbg for remaining parameters. Soil was classified according to the Unified Soil Classification System (USCS).	PROJECT NO.: 17-155-0265
	BORING NO.: SB-07

APPENDIX C
LABORATORY ANALYTICAL RESULTS

DATA FOR
VOLATILE ORGANICS
SEMI-VOLATILE ORGANICS
GC SEMI-VOLATILES
METALS
GENERAL CHEMISTRY

PROJECT NAME : DDC OEGS - SUNSET PARK PHASE II SCI

LIRO ENGINEERS, INC.

690 Delaware Ave.

Buffalo, NY - 14209

Phone No: 716-882-5476

ORDER ID : K4421

ATTENTION : Steve Frank



Date : 08/26/2019

Dear Steve Frank,

21 soil samples for the **DDC OEGS - Sunset Park Phase II SCI** project were received on **08/20/2019**. The analytical fax results for those samples requested for an expedited turn around time may be seen in this report. Please contact me if you have any questions or concerns regarding this report.

The invoice for this workorder is also attached to the e-mail.

Regards,

Steven T Chaimowitz

s.chaim@chemtech.net

OeffitECH

CHAIN OF CUSTODY RECORD

284 Sheffield Street, Mountainside, NJ 07092
 (908) 789-8900 Fax (908) 789-8922
 www.chemtech.net

Chemtech Project Number 84421
 COC Number **2026127**

CLIENT INFORMATION

PROJECT INFORMATION

BILLING INFORMATION

Re art to be sent to: _____ PROJECT NAME: SUNSET PARK PHII BILL TO: SAME PO#: _____

COMPANY: LRO ENGINEERS, INC. PROJECT#: L7-1SS-02_4;- LOCATION: N. Gtth.) (L'JI) ADDRESS: _____

ADDRESS: 690 DELAWARE AVE. PROJECT MANAGER: ..5r-eJtz: t: - CITY: _____ STATE: _____ ZIP: _____

CITY: BUFFALO STATE: NY ZIP: 14209 E-MAIL: FRANKS@lro.com ATTENTION: _____

ATTENTION: Steve Frank PHONE: 716 882 5476 FAX: _____ PHONE: _____

PHONE: 716-882-5476 FAX: _____

DATA TURNAROUND INFORMATION

FAX (RUSH) _____ DAYS*
 HARDCOPY (DATA PACKAGE): _____ DAYS*
 EDD: _____ VS*
 *T0 BE APPROVED BY CHEMTECH A.; Puz_c,E6_5
 STANDARD HARDCOPY TURNAROUND TIME IS 10 BUSINESS DAYS

DATA DELIVERABLE INFORMATION

ILevel 1 (Results Only) Level 4 (QC + Full Raw Data)
 ILevel 2 (Results + QC) 'NJ' Reduced US EPA CLP
 ILevel 3 (Results + QC + 'Raw Data) NYS ASPA NYS ASPB
 EDD FORMAT h ?tff.. c:..-k'---

ANALYSIS

TOC, VOCs, PAHs, PCBs, TPH, PCBs, RCRA PAR, TCLP, RCRA (metals)

PRESERVATIVES

1	2	3	4	5	6	7	8	9
X	X	X	X	X	X	X	X	X

COMMENTS

<- Specify Preservatives
 A-HCl D-NaOH
 B-HNO3 E-ICE
 C-H2SO4 F-OTHER

CHEMTECH SAMPLE ID	PROJECT SAMPLE IDENTIFICATION	SAMPLE MATRIX	SAMPLE TYPE		SAMPLE COLLECTION		i #	PRESERVATIVES									COMMENTS			
			COMP	GRAB	DATE	TIME		1	2	3	4	5	6	7	8	9				
1.	SUNSET PARK - SB 7 - comp	Soil	X		8/19/19	9:40	3	X	X	X	X	X	X	X	X	X	X	X	X	
2.	SB 7 - 9'-10'			X		9:30	1	X												
3.	SB 6 - comp		X			10:20	3		X	X	X	X	X	X	X	X	X	X	X	
4.	SB 6 - 7.5-8.0'			X		10:10	1	X												
5.	SB 5 - comp		X			10:55	3		X	X	X	X	X	X	X	X	X	X	X	
6.	SB 5 - 9.2-9.7'			X		10:45	1	X												
7.	SB 4 - comp		X			11:30	3		X	X	X	X	X	X	X	X	X	X	X	
8.	SB 4 - 7.5-8.0'			X		11:20	1	X												
9.	SB 3 - comp		X			12:10	3		X	X	X	X	X	X	X	X	X	X	X	
10.	SB 3 - 8.0-8.5'			X		12:00	1	X												

SAMPLE CUSTODY MUST BE DOCUMENTED BELOW EACH TIME SAMPLES CHANGE PROSESSION INCLUDING COURIER DELIVERY

RELINQUISHED BY SAMPLER: [Signature] DATE/TIME: 8/19/19 4:30 PM RECEIVED BY: Paul Gulak 8:20 AM
 Conditions of bottles or collars at receipt: COMPLIANT NON COMPLIANT COOLER TEMP 3.9
 Comments: _____

RELINQUISHED BY: Paul Gulak DATE/TIME: 8-20-19 RECEIVED BY: [Signature]
 Comments: _____

RELINQUISHED BY: _____ DATE/TIME: _____ RECEIVED FOR LAB BY: _____
 Comments: _____

Page 1 of 2

CLIENT: Hand Delivered Other: _____
 CHEMTECH: 'J' Picked Up

Shipment Complete
 YES NO

CLIENT INFORMATION			PROJECT INFORMATION			BILLING INFORMATION		
Report to be sent to:			PROJECT NAME: <u>SUNSET PARK PH II</u>			BILL TO: <u>SAME</u> PO#		
COMPANY: <u>LIRD ENGINEERS INC.</u>			PROJECT #: <u>17-55-0265</u> LOCATION:			ADDRESS:		
ADDRESS: <u>690 DELAWARE AVE.</u>			PROJECT MANAGER: <u>STEVE FRANK</u>			CITY:		
CITY: <u>BUFFALO STATE: NY ZIP: 14209</u>			E-MAIL: <u>FRANKS@lird.com</u>			ATTENTION:		
ATTENTION: <u>STEVE FRANK</u>			PHONE: <u>716 882 5476</u> FAX:			PHONE:		
PHONE: <u>716-882-5476</u> FAX:								
DATA TURNAROUND INFORMATION			DATA DELIVERABLE INFORMATION			ANALYSIS		
FAX(RUSH) _____ DAYS*			<input type="checkbox"/> Level 1 (Results Only)			D Level 4 (QC + Full Raw Data)		
HARDCOPY (DATA PACKAGE): _____ DAYS*			<input type="checkbox"/> Level 2 (Results + QC)			D NJ Reduced D USEPA CLP		
EDD: _____ DAYS*			<input type="checkbox"/> Level 3 (Results + QC + Raw Data)			D NYS ASP A D NYS ASP B		
TO BE APPROVED BY CHEMTECH			<input type="checkbox"/> EDD FORMAT			<input type="checkbox"/> Other _____		
STANDARD HARDCOPY TURNAROUND TIME IS 10 BUSINESS DAYS								
						<div style="display: flex; justify-content: space-around; font-size: small;"> 1 TELVOL 58209 2 PAHS 8270 L 3 TELVOL 58209 4 TPHC 201620 5 TELVOL 58209 6 TELVOL 58209 7 8 9 </div>		
PRESERVATIVES			COMMENTS					
CHEMTECH SAMPLE ID			PROJECT SAMPLE IDENTIFICATION			SAMPLE MATRIX		
			SAMPLE TYPE			SAMPLE COLLECTION		
			.C.I.			°C		
			8					
1. <u>ET PARK - SB2 COMP</u>			<u>Soil</u>			<u>8/19/19 12:40 3</u>		
2. <u>SB2-9.5-10.0</u>			↓					
3. <u>SB1 - COMP</u>			↓			<u>1. ev 3</u>		
4. <u>SB1-9.0-9.5</u>			↓			<u>1.15'</u>		
5.								
6.								
7.								
8.								
9.								
10.								
SAMPLE CUSTODY MUST BE DOCUMENTED BELOW EACH TIME SAMPLES CHANGE POSSESSION INCLUDING COURIER DELIVERY								
RELINQUISHED BY SAMPLER		DATE/TIME		RECEIVED BY		Conditions of bottles or collars at receipt: <input checked="" type="checkbox"/> COMPLIANT <input type="checkbox"/> NON COMPLIANT <input type="checkbox"/> COOLER TEMP <u>3.9°</u>		
1. <u>[Signature]</u>		<u>8/19/19 4:30</u>		1. <u>Paul Gural</u>		<u>10/88</u>		
RELINQUISHED BY		DATE/TIME		RECEIVED BY		Comments:		
2. <u>Paul Gural</u>		<u>8-20-19</u>		<u>[Signature]</u>				
RELINQUISHED BY		DATE/TIME		RECEIVED FOR LAB BY		Page of <u>2</u>		
3.				3.		CLIENT: <input type="checkbox"/> Hand Delivered D Other: _____		
						CHEMTECH: <input type="checkbox"/> Picked Up		Shipment Complete YES D NO

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-7-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-01	Matrix:	SOIL
Analytical Method:	8015D DRO	% Moisture:	15.1 Decanted:
Sample Wt/Vol:	30.04 Units: g	Final Vol:	1 mL
Soil Aliquot Vol:	uL	Test:	Diesel Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
FG005668.D	1	08/21/19 08:10	08/21/19 17:34	PB122422

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
DRO	DRO	28.1		0.98	1.96	mg/Kg
SURROGATES						
16416-32-3	Tetracosane-d50	15.7		37 - 130	78%	SPK: 20

Comments:

U = Not Detected

LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

E = Value Exceeds Calibration Range

P = Indicates >25% difference for detected concentrations between the two GC columns

Q = indicates LCS control criteria did not meet requirements

M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value

B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.

() = Laboratory InHouse Limit

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-7-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-01	Matrix:	SOIL
Analytical Method:	8015D GRO	% Moisture:	15.1 Decanted:
Sample Wt/Vol:	5 Units: g	Final Vol:	5 mL
Soil Aliquot Vol:	uL	Test:	Gasoline Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		

File ID/Qc Batch:	Dilution:	Date Analyzed	Prep Batch ID
FB022062.D	1	08/21/19 15:48	FB082119

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
GRO	GRO	0.053	U	0.014	0.053	mg/Kg
SURROGATES						
98-08-8	Alpha,Alpha,Alpha-Trifluoroto	16.6		50 - 150	83%	SPK: 20

Comments:

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B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.

() = Laboratory InHouse Limit

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19			
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19			
Client Sample ID:	SUNSET-PARK-SB-7-COMP	SDG No.:	K4421			
Lab Sample ID:	K4421-01	Matrix:	SOIL			
Analytical Method:	SW8082A	% Moisture:	15.1	Decanted:		
Sample Wt/Vol:	30.03	Units:	g	Final Vol:	10000	uL
Soil Aliquot Vol:			uL	Test:	PCB	
Extraction Type:				Injection Volume :		
GPC Factor :	1.0	PH :				

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
PR040487.D	1	08/21/19 13:10	08/21/19 19:20	PB122439

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
12674-11-2	Aroclor-1016	0.020	U	0.0024	0.020	mg/Kg
11104-28-2	Aroclor-1221	0.020	U	0.0079	0.020	mg/Kg
11141-16-5	Aroclor-1232	0.020	U	0.0077	0.020	mg/Kg
53469-21-9	Aroclor-1242	0.020	U	0.0069	0.020	mg/Kg
12672-29-6	Aroclor-1248	0.020	U	0.0065	0.020	mg/Kg
11097-69-1	Aroclor-1254	0.011	J	0.0076	0.020	mg/Kg
37324-23-5	Aroclor-1262	0.020	U	0.0059	0.020	mg/Kg
11100-14-4	Aroclor-1268	0.020	U	0.0050	0.020	mg/Kg
11096-82-5	Aroclor-1260	0.0093	J	0.0054	0.020	mg/Kg
SURROGATES						
877-09-8	Tetrachloro-m-xylene	14.9		10 - 166	75%	SPK: 20
2051-24-3	Decachlorobiphenyl	14.3		60 - 125	71%	SPK: 20

Comments:

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
P = Indicates >25% difference for detected concentrations between the two GC columns
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19			
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/20/19			
Client Sample ID:	SUNSET-PARK-SB-7-COMPRES	SDG No.:	K4421			
Lab Sample ID:	K4421-01RE	Matrix:	SOIL			
Analytical Method:	SW8082A	% Moisture:	15.1	Decanted:		
Sample Wt/Vol:	30.03	Units:	g	Final Vol:	10000	uL
Soil Aliquot Vol:			uL	Test:	PCB	
Extraction Type:				Injection Volume :		
GPC Factor :	1.0	PH :				

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
PR040505.D	1	08/21/19 13:10	08/22/19 11:54	PB122439

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
12674-11-2	Aroclor-1016	0.020	U	0.0024	0.020	mg/Kg
11104-28-2	Aroclor-1221	0.020	U	0.0079	0.020	mg/Kg
11141-16-5	Aroclor-1232	0.020	U	0.0077	0.020	mg/Kg
53469-21-9	Aroclor-1242	0.020	U	0.0069	0.020	mg/Kg
12672-29-6	Aroclor-1248	0.020	U	0.0065	0.020	mg/Kg
11097-69-1	Aroclor-1254	0.013	J	0.0076	0.020	mg/Kg
37324-23-5	Aroclor-1262	0.020	U	0.0059	0.020	mg/Kg
11100-14-4	Aroclor-1268	0.020	U	0.0050	0.020	mg/Kg
11096-82-5	Aroclor-1260	0.011	J	0.0054	0.020	mg/Kg
SURROGATES						
877-09-8	Tetrachloro-m-xylene	16.5		10 - 166	82%	SPK: 20
2051-24-3	Decachlorobiphenyl	15.2		60 - 125	76%	SPK: 20

Comments:

U = Not Detected

LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

E = Value Exceeds Calibration Range

P = Indicates >25% difference for detected concentrations between the two GC columns

Q = indicates LCS control criteria did not meet requirements

M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value

B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.

() = Laboratory InHouse Limit

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-7-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-01	Matrix:	SOIL
Analytical Method:	SW8270	% Moisture:	15.1
Sample Wt/Vol:	30.1 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF116466.D	1	08/21/19 08:20	08/21/19 15:29	PB122424

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
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TARGETS

91-20-3	Naphthalene	0.15	J	0.058	0.39	mg/Kg
208-96-8	Acenaphthylene	0.39	U	0.070	0.39	mg/Kg
83-32-9	Acenaphthene	0.35	J	0.080	0.39	mg/Kg
86-73-7	Fluorene	0.28	J	0.060	0.39	mg/Kg
85-01-8	Phenanthrene	2.60		0.067	0.39	mg/Kg
120-12-7	Anthracene	0.67		0.065	0.39	mg/Kg
206-44-0	Fluoranthene	3.20		0.058	0.39	mg/Kg
129-00-0	Pyrene	3.20		0.072	0.39	mg/Kg
56-55-3	Benzo(a)anthracene	2.00		0.044	0.39	mg/Kg
218-01-9	Chrysene	1.70		0.050	0.39	mg/Kg
205-99-2	Benzo(b)fluoranthene	2.00		0.057	0.39	mg/Kg
207-08-9	Benzo(k)fluoranthene	0.62		0.066	0.39	mg/Kg
50-32-8	Benzo(a)pyrene	1.70		0.052	0.39	mg/Kg
193-39-5	Indeno(1,2,3-cd)pyrene	0.76		0.085	0.39	mg/Kg
53-70-3	Dibenzo(a,h)anthracene	0.21	J	0.061	0.39	mg/Kg
191-24-2	Benzo(g,h,i)perylene	0.87		0.072	0.39	mg/Kg

SURROGATES

4165-60-0	Nitrobenzene-d5	73.7		31 - 132	74%	SPK: 100
321-60-8	2-Fluorobiphenyl	72.7		39 - 123	73%	SPK: 100
1718-51-0	Terphenyl-d14	67.3		37 - 115	67%	SPK: 100

INTERNAL STANDARDS

3855-82-1	1,4-Dichlorobenzene-d4	79900	6.79
1146-65-2	Naphthalene-d8	317000	8.07
15067-26-2	Acenaphthene-d10	170000	9.83
1517-22-2	Phenanthrene-d10	304000	11.32
1719-03-5	Chrysene-d12	231000	13.97
1520-96-3	Perylene-d12	230000	15.42

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-7-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-01	Matrix:	SOIL
Analytical Method:	SW8270	% Moisture:	15.1
Sample Wt/Vol:	30.1 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF116466.D	1	08/21/19 08:20	08/21/19 15:29	PB122424

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units
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U = Not Detected

LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

E = Value Exceeds Calibration Range

Q = indicates LCS control criteria did not meet requirements

M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value

B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

() = Laboratory InHouse Limit

A = Aldol-Condensation Reaction Products

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-7-9-10	SDG No.:	K4421
Lab Sample ID:	K4421-02	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	12.6
Sample Wt/Vol:	5.07 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOCMS Group1
GC Column:	RXI-624 ID : 0.25	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch IE
VW012103.D	1		08/22/19 11:59	VW082219

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
75-71-8	Dichlorodifluoromethane	0.0056	U	0.0010	0.0056	mg/Kg
74-87-3	Chloromethane	0.0056	U	0.0020	0.0056	mg/Kg
75-01-4	Vinyl Chloride	0.0056	U	0.0013	0.0056	mg/Kg
74-83-9	Bromomethane	0.0056	U	0.00043	0.0056	mg/Kg
75-00-3	Chloroethane	0.0056	U	0.00065	0.0056	mg/Kg
75-69-4	Trichlorofluoromethane	0.0056	U	0.00073	0.0056	mg/Kg
76-13-1	1,1,2-Trichlorotrifluoroethane	0.0056	U	0.00090	0.0056	mg/Kg
75-65-0	Tert butyl alcohol	0.028	U	0.017	0.028	mg/Kg
75-35-4	1,1-Dichloroethene	0.0056	U	0.0011	0.0056	mg/Kg
67-64-1	Acetone	0.028	U	0.0087	0.028	mg/Kg
75-15-0	Carbon Disulfide	0.0056	U	0.0012	0.0056	mg/Kg
1634-04-4	Methyl tert-butyl Ether	0.0056	U	0.0016	0.0056	mg/Kg
79-20-9	Methyl Acetate	0.0056	U	0.0032	0.0056	mg/Kg
75-09-2	Methylene Chloride	0.011	U	0.0059	0.011	mg/Kg
156-60-5	trans-1,2-Dichloroethene	0.0056	U	0.0014	0.0056	mg/Kg
75-34-3	1,1-Dichloroethane	0.0056	U	0.0010	0.0056	mg/Kg
110-82-7	Cyclohexane	0.0056	U	0.0020	0.0056	mg/Kg
78-93-3	2-Butanone	0.028	U	0.0075	0.028	mg/Kg
56-23-5	Carbon Tetrachloride	0.0056	U	0.00093	0.0056	mg/Kg
156-59-2	cis-1,2-Dichloroethene	0.0056	U	0.0011	0.0056	mg/Kg
74-97-5	Bromochloromethane	0.0056	U	0.0013	0.0056	mg/Kg
67-66-3	Chloroform	0.0056	U	0.00097	0.0056	mg/Kg
71-55-6	1,1,1-Trichloroethane	0.0056	U	0.0012	0.0056	mg/Kg
108-87-2	Methylcyclohexane	0.0056	U	0.0013	0.0056	mg/Kg
71-43-2	Benzene	0.0056	U	0.00095	0.0056	mg/Kg
107-06-2	1,2-Dichloroethane	0.0056	U	0.0014	0.0056	mg/Kg
79-01-6	Trichloroethene	0.0056	U	0.0011	0.0056	mg/Kg
78-87-5	1,2-Dichloropropane	0.0056	U	0.0014	0.0056	mg/Kg
75-27-4	Bromodichloromethane	0.0056	U	0.0011	0.0056	mg/Kg
108-10-1	4-Methyl-2-Pentanone	0.028	U	0.0063	0.028	mg/Kg
108-88-3	Toluene	0.0056	U	0.0011	0.0056	mg/Kg
10061-02-6	t-1,3-Dichloropropene	0.0056	U	0.0011	0.0056	mg/Kg

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-7-9-10	SDG No.:	K4421
Lab Sample ID:	K4421-02	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	12.6
Sample Wt/Vol:	5.07 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOCMS Group1
GC Column:	RXI-624 ID : 0.25	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch IE
VW012103.D	1		08/22/19 11:59	VW082219

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
10061-01-5	cis-1,3-Dichloropropene	0.0056	U	0.0012	0.0056	mg/Kg
79-00-5	1,1,2-Trichloroethane	0.0056	U	0.0016	0.0056	mg/Kg
591-78-6	2-Hexanone	0.028	U	0.0083	0.028	mg/Kg
124-48-1	Dibromochloromethane	0.0056	U	0.0015	0.0056	mg/Kg
106-93-4	1,2-Dibromoethane	0.0056	U	0.0015	0.0056	mg/Kg
127-18-4	Tetrachloroethene	0.0056	U	0.00078	0.0056	mg/Kg
108-90-7	Chlorobenzene	0.0056	U	0.00089	0.0056	mg/Kg
100-41-4	Ethyl Benzene	0.0056	U	0.00096	0.0056	mg/Kg
179601-23-1	m/p-Xylenes	0.011	U	0.0019	0.011	mg/Kg
95-47-6	o-Xylene	0.0056	U	0.0012	0.0056	mg/Kg
100-42-5	Styrene	0.0056	U	0.0011	0.0056	mg/Kg
75-25-2	Bromoform	0.0056	U	0.0037	0.0056	mg/Kg
98-82-8	Isopropylbenzene	0.0056	U	0.00098	0.0056	mg/Kg
79-34-5	1,1,2,2-Tetrachloroethane	0.0056	U	0.0012	0.0056	mg/Kg
541-73-1	1,3-Dichlorobenzene	0.0056	U	0.0012	0.0056	mg/Kg
106-46-7	1,4-Dichlorobenzene	0.0056	U	0.0012	0.0056	mg/Kg
95-50-1	1,2-Dichlorobenzene	0.0056	U	0.0014	0.0056	mg/Kg
96-12-8	1,2-Dibromo-3-Chloropropane	0.0056	U	0.0038	0.0056	mg/Kg
120-82-1	1,2,4-Trichlorobenzene	0.0056	U	0.0013	0.0056	mg/Kg
87-61-6	1,2,3-Trichlorobenzene	0.0056	U	0.0014	0.0056	mg/Kg
SURROGATES						
17060-07-0	1,2-Dichloroethane-d4	56.1		56 - 120	112%	SPK: 50
1868-53-7	Dibromofluoromethane	54.2		57 - 135	108%	SPK: 50
2037-26-5	Toluene-d8	53.5		67 - 123	107%	SPK: 50
460-00-4	4-Bromofluorobenzene	49.7		33 - 141	99%	SPK: 50
INTERNAL STANDARDS						
363-72-4	Pentafluorobenzene	226000	7.95			
540-36-3	1,4-Difluorobenzene	376000	8.84			
3114-55-4	Chlorobenzene-d5	321000	11.63			
3855-82-1	1,4-Dichlorobenzene-d4	136000	13.56			

**Report of Analysis**

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-7-9-10	SDG No.:	K4421
Lab Sample ID:	K4421-02	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	12.6
Sample Wt/Vol:	5.07 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOCMS Group1
GC Column:	RXI-624 ID : 0.25	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VW012103.D	1		08/22/19 11:59	VW082219

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units
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U = Not Detected

LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

E = Value Exceeds Calibration Range

Q = indicates LCS control criteria did not meet requirements

M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value

B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

() = Laboratory InHouse Limit

A = Aldol-Condensation Reaction Products

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-6-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-03	Matrix:	SOIL
Analytical Method:	8015D DRO	% Moisture:	10.1 Decanted:
Sample Wt/Vol:	30.05 Units: g	Final Vol:	1 mL
Soil Aliquot Vol:	uL	Test:	Diesel Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
FG005685.D	5	08/21/19 08:10	08/22/19 11:24	PB122422

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
DRO	DRO	161		4.63	9.25	mg/Kg
SURROGATES						
16416-32-3	Tetracosane-d50	1.92		37 - 130	48%	SPK: 20

Comments:

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P = Indicates >25% difference for detected concentrations between the two GC columns

Q = indicates LCS control criteria did not meet requirements

M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value

B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.

() = Laboratory InHouse Limit

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-6-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-03	Matrix:	SOIL
Analytical Method:	8015D GRO	% Moisture:	10.1 Decanted:
Sample Wt/Vol:	5.04 Units: g	Final Vol:	5 mL
Soil Aliquot Vol:	uL	Test:	Gasoline Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		

File ID/Qc Batch:	Dilution:	Date Analyzed	Prep Batch ID
FB022063.D	1	08/21/19 16:19	FB082119

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
GRO	GRO	0.050	U	0.013	0.050	mg/Kg
SURROGATES						
98-08-8	Alpha,Alpha,Alpha-Trifluoroto	16.0		50 - 150	80%	SPK: 20

Comments:

U = Not Detected

LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

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M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value

B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.

() = Laboratory InHouse Limit

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-6-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-03	Matrix:	SOIL
Analytical Method:	SW8082A	% Moisture:	10.1 Decanted:
Sample Wt/Vol:	30.1 Units: g	Final Vol:	10000 uL
Soil Aliquot Vol:	uL	Test:	PCB
Extraction Type:		Injection Volume :	
GPC Factor :	1.0 PH :		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
PR040488.D	1	08/21/19 13:10	08/21/19 19:35	PB122439

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
12674-11-2	Aroclor-1016	0.019	U	0.0022	0.019	mg/Kg
11104-28-2	Aroclor-1221	0.019	U	0.0074	0.019	mg/Kg
11141-16-5	Aroclor-1232	0.019	U	0.0072	0.019	mg/Kg
53469-21-9	Aroclor-1242	0.019	U	0.0065	0.019	mg/Kg
12672-29-6	Aroclor-1248	0.019	U	0.0061	0.019	mg/Kg
11097-69-1	Aroclor-1254	0.019	U	0.0071	0.019	mg/Kg
37324-23-5	Aroclor-1262	0.019	U	0.0055	0.019	mg/Kg
11100-14-4	Aroclor-1268	0.019	U	0.0047	0.019	mg/Kg
11096-82-5	Aroclor-1260	0.019	U	0.0051	0.019	mg/Kg
SURROGATES						
877-09-8	Tetrachloro-m-xylene	11.5		10 - 166	58%	SPK: 20
2051-24-3	Decachlorobiphenyl	10.2	*	60 - 125	51%	SPK: 20

Comments:

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LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

E = Value Exceeds Calibration Range

P = Indicates >25% difference for detected concentrations between the two GC columns

Q = indicates LCS control criteria did not meet requirements

M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value

B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.

() = Laboratory InHouse Limit

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/20/19
Client Sample ID:	SUNSET-PARK-SB-6-COMPRES	SDG No.:	K4421
Lab Sample ID:	K4421-03RE	Matrix:	SOIL
Analytical Method:	SW8082A	% Moisture:	10.1 Decanted:
Sample Wt/Vol:	30.1 Units: g	Final Vol:	10000 uL
Soil Aliquot Vol:	uL	Test:	PCB
Extraction Type:		Injection Volume :	
GPC Factor :	1.0 PH :		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
PR040506.D	1	08/21/19 13:10	08/22/19 12:08	PB122439

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
12674-11-2	Aroclor-1016	0.019	U	0.0022	0.019	mg/Kg
11104-28-2	Aroclor-1221	0.019	U	0.0074	0.019	mg/Kg
11141-16-5	Aroclor-1232	0.019	U	0.0072	0.019	mg/Kg
53469-21-9	Aroclor-1242	0.019	U	0.0065	0.019	mg/Kg
12672-29-6	Aroclor-1248	0.019	U	0.0061	0.019	mg/Kg
11097-69-1	Aroclor-1254	0.019	U	0.0071	0.019	mg/Kg
37324-23-5	Aroclor-1262	0.019	U	0.0055	0.019	mg/Kg
11100-14-4	Aroclor-1268	0.019	U	0.0047	0.019	mg/Kg
11096-82-5	Aroclor-1260	0.019	U	0.0051	0.019	mg/Kg
SURROGATES						
877-09-8	Tetrachloro-m-xylene	13.7		10 - 166	69%	SPK: 20
2051-24-3	Decachlorobiphenyl	10.9	*	60 - 125	55%	SPK: 20

Comments:

U = Not Detected

LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

E = Value Exceeds Calibration Range

P = Indicates >25% difference for detected

concentrations between the two GC columns

Q = indicates LCS control criteria did not meet requirements

M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value

B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.

() = Laboratory InHouse Limit

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-6-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-03	Matrix:	SOIL
Analytical Method:	SW8270	% Moisture:	10.1
Sample Wt/Vol:	30.04 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF116465.D	1	08/21/19 08:20	08/21/19 15:02	PB122424

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
91-20-3	Naphthalene	0.14	J	0.055	0.37	mg/Kg
208-96-8	Acenaphthylene	0.68		0.067	0.37	mg/Kg
83-32-9	Acenaphthene	0.42		0.075	0.37	mg/Kg
86-73-7	Fluorene	0.25	J	0.057	0.37	mg/Kg
85-01-8	Phenanthrene	0.92		0.063	0.37	mg/Kg
120-12-7	Anthracene	0.72		0.062	0.37	mg/Kg
206-44-0	Fluoranthene	2.70		0.055	0.37	mg/Kg
129-00-0	Pyrene	4.00	E	0.068	0.37	mg/Kg
56-55-3	Benzo(a)anthracene	1.70		0.042	0.37	mg/Kg
218-01-9	Chrysene	1.60		0.047	0.37	mg/Kg
205-99-2	Benzo(b)fluoranthene	1.80		0.054	0.37	mg/Kg
207-08-9	Benzo(k)fluoranthene	0.39		0.063	0.37	mg/Kg
50-32-8	Benzo(a)pyrene	1.10		0.049	0.37	mg/Kg
193-39-5	Indeno(1,2,3-cd)pyrene	0.63		0.080	0.37	mg/Kg
53-70-3	Dibenzo(a,h)anthracene	0.17	J	0.058	0.37	mg/Kg
191-24-2	Benzo(g,h,i)perylene	0.99		0.068	0.37	mg/Kg
SURROGATES						
4165-60-0	Nitrobenzene-d5	76.8		31 - 132	77%	SPK: 100
321-60-8	2-Fluorobiphenyl	77.5		39 - 123	77%	SPK: 100
1718-51-0	Terphenyl-d14	74.3		37 - 115	74%	SPK: 100
INTERNAL STANDARDS						
3855-82-1	1,4-Dichlorobenzene-d4	95200	6.8			
1146-65-2	Naphthalene-d8	373000	8.07			
15067-26-2	Acenaphthene-d10	195000	9.83			
1517-22-2	Phenanthrene-d10	298000	11.32			
1719-03-5	Chrysene-d12	213000	13.97			
1520-96-3	Perylene-d12	206000	15.43			

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-6-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-03	Matrix:	SOIL
Analytical Method:	SW8270	% Moisture:	10.1
Sample Wt/Vol:	30.04 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF116465.D	1	08/21/19 08:20	08/21/19 15:02	PB122424

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units
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U = Not Detected
 LOQ = Limit of Quantitation
 MDL = Method Detection Limit
 LOD = Limit of Detection
 E = Value Exceeds Calibration Range
 Q = indicates LCS control criteria did not meet requirements
 M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
 B = Analyte Found in Associated Method Blank
 N = Presumptive Evidence of a Compound
 * = Values outside of QC limits
 D = Dilution
 () = Laboratory InHouse Limit
 A = Aldol-Condensation Reaction Products

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-6-COMPD	SDG No.:	K4421
Lab Sample ID:	K4421-03DL	Matrix:	SOIL
Analytical Method:	SW8270	% Moisture:	10.1
Sample Wt/Vol:	30.04 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF116467.D	2	08/21/19 08:20	08/21/19 16:20	PB122424

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
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TARGETS

91-20-3	Naphthalene	0.73	UD	0.11	0.73	mg/Kg
208-96-8	Acenaphthylene	0.57	JD	0.13	0.73	mg/Kg
83-32-9	Acenaphthene	0.37	JD	0.15	0.73	mg/Kg
86-73-7	Fluorene	0.21	JD	0.11	0.73	mg/Kg
85-01-8	Phenanthrene	0.82	D	0.13	0.73	mg/Kg
120-12-7	Anthracene	0.63	JD	0.12	0.73	mg/Kg
206-44-0	Fluoranthene	2.40	D	0.11	0.73	mg/Kg
129-00-0	Pyrene	3.90	D	0.14	0.73	mg/Kg
56-55-3	Benzo(a)anthracene	1.60	D	0.084	0.73	mg/Kg
218-01-9	Chrysene	1.30	D	0.095	0.73	mg/Kg
205-99-2	Benzo(b)fluoranthene	1.50	D	0.11	0.73	mg/Kg
207-08-9	Benzo(k)fluoranthene	0.48	JD	0.13	0.73	mg/Kg
50-32-8	Benzo(a)pyrene	0.94	D	0.099	0.73	mg/Kg
193-39-5	Indeno(1,2,3-cd)pyrene	0.50	JD	0.16	0.73	mg/Kg
53-70-3	Dibenzo(a,h)anthracene	0.73	UD	0.12	0.73	mg/Kg
191-24-2	Benzo(g,h,i)perylene	0.77	D	0.14	0.73	mg/Kg

SURROGATES

4165-60-0	Nitrobenzene-d5	70.5		31 - 132	71%	SPK: 100
321-60-8	2-Fluorobiphenyl	77.6		39 - 123	78%	SPK: 100
1718-51-0	Terphenyl-d14	69.0		37 - 115	69%	SPK: 100

INTERNAL STANDARDS

3855-82-1	1,4-Dichlorobenzene-d4	126000	6.79		
1146-65-2	Naphthalene-d8	493000	8.07		
15067-26-2	Acenaphthene-d10	250000	9.83		
1517-22-2	Phenanthrene-d10	351000	11.32		
1719-03-5	Chrysene-d12	240000	13.97		
1520-96-3	Perylene-d12	231000	15.43		

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-6-COMPDL	SDG No.:	K4421
Lab Sample ID:	K4421-03DL	Matrix:	SOIL
Analytical Method:	SW8270	% Moisture:	10.1
Sample Wt/Vol:	30.04 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF116467.D	2	08/21/19 08:20	08/21/19 16:20	PB122424

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units
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U = Not Detected

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J = Estimated Value

B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

() = Laboratory InHouse Limit

A = Aldol-Condensation Reaction Products

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-6-7.5-8.0	SDG No.:	K4421
Lab Sample ID:	K4421-04	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	11.5
Sample Wt/Vol:	4.99 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOCMS Group1
GC Column:	RXI-624 ID : 0.25	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch IE
VW012104.D	1		08/22/19 12:25	VW082219

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
75-71-8	Dichlorodifluoromethane	0.0057	U	0.0010	0.0057	mg/Kg
74-87-3	Chloromethane	0.0057	U	0.0020	0.0057	mg/Kg
75-01-4	Vinyl Chloride	0.0057	U	0.0013	0.0057	mg/Kg
74-83-9	Bromomethane	0.0057	U	0.00043	0.0057	mg/Kg
75-00-3	Chloroethane	0.0057	U	0.00065	0.0057	mg/Kg
75-69-4	Trichlorofluoromethane	0.0057	U	0.00073	0.0057	mg/Kg
76-13-1	1,1,2-Trichlorotrifluoroethane	0.0057	U	0.00091	0.0057	mg/Kg
75-65-0	Tert butyl alcohol	0.028	U	0.017	0.028	mg/Kg
75-35-4	1,1-Dichloroethene	0.0057	U	0.0011	0.0057	mg/Kg
67-64-1	Acetone	0.024	J	0.0087	0.028	mg/Kg
75-15-0	Carbon Disulfide	0.0042	J	0.0012	0.0057	mg/Kg
1634-04-4	Methyl tert-butyl Ether	0.0057	U	0.0016	0.0057	mg/Kg
79-20-9	Methyl Acetate	0.0057	U	0.0032	0.0057	mg/Kg
75-09-2	Methylene Chloride	0.011	U	0.0059	0.011	mg/Kg
156-60-5	trans-1,2-Dichloroethene	0.0057	U	0.0014	0.0057	mg/Kg
75-34-3	1,1-Dichloroethane	0.0057	U	0.0010	0.0057	mg/Kg
110-82-7	Cyclohexane	0.0057	U	0.0020	0.0057	mg/Kg
78-93-3	2-Butanone	0.028	U	0.0076	0.028	mg/Kg
56-23-5	Carbon Tetrachloride	0.0057	U	0.00093	0.0057	mg/Kg
156-59-2	cis-1,2-Dichloroethene	0.0057	U	0.0011	0.0057	mg/Kg
74-97-5	Bromochloromethane	0.0057	U	0.0014	0.0057	mg/Kg
67-66-3	Chloroform	0.0057	U	0.00098	0.0057	mg/Kg
71-55-6	1,1,1-Trichloroethane	0.0057	U	0.0012	0.0057	mg/Kg
108-87-2	Methylcyclohexane	0.0057	U	0.0013	0.0057	mg/Kg
71-43-2	Benzene	0.0057	U	0.00095	0.0057	mg/Kg
107-06-2	1,2-Dichloroethane	0.0057	U	0.0014	0.0057	mg/Kg
79-01-6	Trichloroethene	0.0057	U	0.0011	0.0057	mg/Kg
78-87-5	1,2-Dichloropropane	0.0057	U	0.0014	0.0057	mg/Kg
75-27-4	Bromodichloromethane	0.0057	U	0.0011	0.0057	mg/Kg
108-10-1	4-Methyl-2-Pentanone	0.028	U	0.0063	0.028	mg/Kg
108-88-3	Toluene	0.0057	U	0.0011	0.0057	mg/Kg
10061-02-6	t-1,3-Dichloropropene	0.0057	U	0.0011	0.0057	mg/Kg

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-6-7.5-8.0	SDG No.:	K4421
Lab Sample ID:	K4421-04	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	11.5
Sample Wt/Vol:	4.99 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOCMS Group1
GC Column:	RXI-624 ID : 0.25	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch IE
VW012104.D	1		08/22/19 12:25	VW082219

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
10061-01-5	cis-1,3-Dichloropropene	0.0057	U	0.0012	0.0057	mg/Kg
79-00-5	1,1,2-Trichloroethane	0.0057	U	0.0016	0.0057	mg/Kg
591-78-6	2-Hexanone	0.028	U	0.0084	0.028	mg/Kg
124-48-1	Dibromochloromethane	0.0057	U	0.0015	0.0057	mg/Kg
106-93-4	1,2-Dibromoethane	0.0057	U	0.0015	0.0057	mg/Kg
127-18-4	Tetrachloroethene	0.0057	U	0.00079	0.0057	mg/Kg
108-90-7	Chlorobenzene	0.0057	U	0.00089	0.0057	mg/Kg
100-41-4	Ethyl Benzene	0.0057	U	0.00097	0.0057	mg/Kg
179601-23-1	m/p-Xylenes	0.011	U	0.0019	0.011	mg/Kg
95-47-6	o-Xylene	0.0057	U	0.0012	0.0057	mg/Kg
100-42-5	Styrene	0.0057	U	0.0011	0.0057	mg/Kg
75-25-2	Bromoform	0.0057	U	0.0037	0.0057	mg/Kg
98-82-8	Isopropylbenzene	0.0057	U	0.00098	0.0057	mg/Kg
79-34-5	1,1,2,2-Tetrachloroethane	0.0057	U	0.0012	0.0057	mg/Kg
541-73-1	1,3-Dichlorobenzene	0.0057	U	0.0012	0.0057	mg/Kg
106-46-7	1,4-Dichlorobenzene	0.0057	U	0.0012	0.0057	mg/Kg
95-50-1	1,2-Dichlorobenzene	0.0057	U	0.0014	0.0057	mg/Kg
96-12-8	1,2-Dibromo-3-Chloropropane	0.0057	U	0.0038	0.0057	mg/Kg
120-82-1	1,2,4-Trichlorobenzene	0.0057	U	0.0013	0.0057	mg/Kg
87-61-6	1,2,3-Trichlorobenzene	0.0057	U	0.0014	0.0057	mg/Kg
SURROGATES						
17060-07-0	1,2-Dichloroethane-d4	55.4		56 - 120	111%	SPK: 50
1868-53-7	Dibromofluoromethane	54.0		57 - 135	108%	SPK: 50
2037-26-5	Toluene-d8	53.0		67 - 123	106%	SPK: 50
460-00-4	4-Bromofluorobenzene	48.0		33 - 141	96%	SPK: 50
INTERNAL STANDARDS						
363-72-4	Pentafluorobenzene	217000	7.95			
540-36-3	1,4-Difluorobenzene	366000	8.84			
3114-55-4	Chlorobenzene-d5	305000	11.63			
3855-82-1	1,4-Dichlorobenzene-d4	129000	13.56			



Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-6-7.5-8.0	SDG No.:	K4421
Lab Sample ID:	K4421-04	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	11.5
Sample Wt/Vol:	4.99 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOCMS Group1
GC Column:	RXI-624 ID : 0.25	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VW012104.D	1		08/22/19 12:25	VW082219

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units
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U = Not Detected

LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

E = Value Exceeds Calibration Range

Q = indicates LCS control criteria did not meet requirements

M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value

B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

() = Laboratory InHouse Limit

A = Aldol-Condensation Reaction Products

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-5-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-05	Matrix:	SOIL
Analytical Method:	8015D DRO	% Moisture:	19.3 Decanted:
Sample Wt/Vol:	30.09 Units: g	Final Vol:	1 mL
Soil Aliquot Vol:	uL	Test:	Diesel Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
FG005684.D	2	08/21/19 08:10	08/22/19 10:53	PB122422

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
DRO	DRO	42.3		2.06	4.12	mg/Kg
SURROGATES						
16416-32-3	Tetracosane-d50	5.91		37 - 130	59%	SPK: 20

Comments:

U = Not Detected

LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

E = Value Exceeds Calibration Range

P = Indicates >25% difference for detected concentrations between the two GC columns

Q = indicates LCS control criteria did not meet requirements

M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value

B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.

() = Laboratory InHouse Limit

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-5-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-05	Matrix:	SOIL
Analytical Method:	8015D GRO	% Moisture:	19.3 Decanted:
Sample Wt/Vol:	4.98 Units: g	Final Vol:	5 mL
Soil Aliquot Vol:	uL	Test:	Gasoline Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		

File ID/Qc Batch:	Dilution:	Date Analyzed	Prep Batch ID
FB022064.D	1	08/21/19 16:50	FB082119

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
GRO	GRO	0.027	J	0.015	0.056	mg/Kg
SURROGATES						
98-08-8	Alpha,Alpha,Alpha-Trifluoroto	15.7		50 - 150	79%	SPK: 20

Comments:

U = Not Detected

LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

E = Value Exceeds Calibration Range

P = Indicates >25% difference for detected concentrations between the two GC columns

Q = indicates LCS control criteria did not meet requirements

M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value

B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.

() = Laboratory InHouse Limit

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-5-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-05	Matrix:	SOIL
Analytical Method:	SW8270	% Moisture:	19.3
Sample Wt/Vol:	30.08 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF116464.D	1	08/21/19 08:20	08/21/19 14:35	PB122424

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
91-20-3	Naphthalene	0.41	U	0.062	0.41	mg/Kg
208-96-8	Acenaphthylene	0.41	U	0.074	0.41	mg/Kg
83-32-9	Acenaphthene	0.41	U	0.084	0.41	mg/Kg
86-73-7	Fluorene	0.41	U	0.063	0.41	mg/Kg
85-01-8	Phenanthrene	0.39	J	0.071	0.41	mg/Kg
120-12-7	Anthracene	0.10	J	0.069	0.41	mg/Kg
206-44-0	Fluoranthene	0.57		0.061	0.41	mg/Kg
129-00-0	Pyrene	0.49		0.075	0.41	mg/Kg
56-55-3	Benzo(a)anthracene	0.28	J	0.047	0.41	mg/Kg
218-01-9	Chrysene	0.26	J	0.053	0.41	mg/Kg
205-99-2	Benzo(b)fluoranthene	0.31	J	0.060	0.41	mg/Kg
207-08-9	Benzo(k)fluoranthene	0.12	J	0.070	0.41	mg/Kg
50-32-8	Benzo(a)pyrene	0.26	J	0.055	0.41	mg/Kg
193-39-5	Indeno(1,2,3-cd)pyrene	0.11	J	0.089	0.41	mg/Kg
53-70-3	Dibenzo(a,h)anthracene	0.41	U	0.065	0.41	mg/Kg
191-24-2	Benzo(g,h,i)perylene	0.13	J	0.076	0.41	mg/Kg
SURROGATES						
4165-60-0	Nitrobenzene-d5	70.7		31 - 132	71%	SPK: 100
321-60-8	2-Fluorobiphenyl	73.3		39 - 123	73%	SPK: 100
1718-51-0	Terphenyl-d14	66.0		37 - 115	66%	SPK: 100
INTERNAL STANDARDS						
3855-82-1	1,4-Dichlorobenzene-d4	88500	6.8			
1146-65-2	Naphthalene-d8	349000	8.07			
15067-26-2	Acenaphthene-d10	180000	9.83			
1517-22-2	Phenanthrene-d10	298000	11.32			
1719-03-5	Chrysene-d12	230000	13.96			
1520-96-3	Perylene-d12	218000	15.42			

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-5-9.2-9.7	SDG No.:	K4421
Lab Sample ID:	K4421-06	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	18.6
Sample Wt/Vol:	5.01 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOCMS Group1
GC Column:	RXI-624 ID : 0.25	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch IE
VW012105.D	1		08/22/19 12:51	VW082219

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
75-71-8	Dichlorodifluoromethane	0.0061	U	0.0011	0.0061	mg/Kg
74-87-3	Chloromethane	0.0061	U	0.0022	0.0061	mg/Kg
75-01-4	Vinyl Chloride	0.0061	U	0.0014	0.0061	mg/Kg
74-83-9	Bromomethane	0.0061	U	0.00046	0.0061	mg/Kg
75-00-3	Chloroethane	0.0061	U	0.00071	0.0061	mg/Kg
75-69-4	Trichlorofluoromethane	0.0061	U	0.00079	0.0061	mg/Kg
76-13-1	1,1,2-Trichlorotrifluoroethane	0.0061	U	0.00098	0.0061	mg/Kg
75-65-0	Tert butyl alcohol	0.031	U	0.019	0.031	mg/Kg
75-35-4	1,1-Dichloroethene	0.0061	U	0.0012	0.0061	mg/Kg
67-64-1	Acetone	0.048		0.0094	0.031	mg/Kg
75-15-0	Carbon Disulfide	0.0013	J	0.0013	0.0061	mg/Kg
1634-04-4	Methyl tert-butyl Ether	0.0061	U	0.0017	0.0061	mg/Kg
79-20-9	Methyl Acetate	0.0061	U	0.0034	0.0061	mg/Kg
75-09-2	Methylene Chloride	0.012	U	0.0064	0.012	mg/Kg
156-60-5	trans-1,2-Dichloroethene	0.0061	U	0.0015	0.0061	mg/Kg
75-34-3	1,1-Dichloroethane	0.0061	U	0.0011	0.0061	mg/Kg
110-82-7	Cyclohexane	0.0061	U	0.0022	0.0061	mg/Kg
78-93-3	2-Butanone	0.013	J	0.0082	0.031	mg/Kg
56-23-5	Carbon Tetrachloride	0.0061	U	0.0010	0.0061	mg/Kg
156-59-2	cis-1,2-Dichloroethene	0.0061	U	0.0012	0.0061	mg/Kg
74-97-5	Bromochloromethane	0.0061	U	0.0015	0.0061	mg/Kg
67-66-3	Chloroform	0.0061	U	0.0011	0.0061	mg/Kg
71-55-6	1,1,1-Trichloroethane	0.0061	U	0.0013	0.0061	mg/Kg
108-87-2	Methylcyclohexane	0.0061	U	0.0014	0.0061	mg/Kg
71-43-2	Benzene	0.0061	U	0.0010	0.0061	mg/Kg
107-06-2	1,2-Dichloroethane	0.0061	U	0.0015	0.0061	mg/Kg
79-01-6	Trichloroethene	0.0061	U	0.0011	0.0061	mg/Kg
78-87-5	1,2-Dichloropropane	0.0061	U	0.0015	0.0061	mg/Kg
75-27-4	Bromodichloromethane	0.0061	U	0.0012	0.0061	mg/Kg
108-10-1	4-Methyl-2-Pentanone	0.031	U	0.0069	0.031	mg/Kg
108-88-3	Toluene	0.0061	U	0.0012	0.0061	mg/Kg
10061-02-6	t-1,3-Dichloropropene	0.0061	U	0.0012	0.0061	mg/Kg

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-5-9.2-9.7	SDG No.:	K4421
Lab Sample ID:	K4421-06	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	18.6
Sample Wt/Vol:	5.01 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOCMS Group1
GC Column:	RXI-624 ID : 0.25	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch IE
VW012105.D	1		08/22/19 12:51	VW082219

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
10061-01-5	cis-1,3-Dichloropropene	0.0061	U	0.0013	0.0061	mg/Kg
79-00-5	1,1,2-Trichloroethane	0.0061	U	0.0017	0.0061	mg/Kg
591-78-6	2-Hexanone	0.031	U	0.0090	0.031	mg/Kg
124-48-1	Dibromochloromethane	0.0061	U	0.0016	0.0061	mg/Kg
106-93-4	1,2-Dibromoethane	0.0061	U	0.0016	0.0061	mg/Kg
127-18-4	Tetrachloroethene	0.0061	U	0.00085	0.0061	mg/Kg
108-90-7	Chlorobenzene	0.0061	U	0.00097	0.0061	mg/Kg
100-41-4	Ethyl Benzene	0.0061	U	0.0010	0.0061	mg/Kg
179601-23-1	m/p-Xylenes	0.012	U	0.0020	0.012	mg/Kg
95-47-6	o-Xylene	0.0061	U	0.0013	0.0061	mg/Kg
100-42-5	Styrene	0.0061	U	0.0012	0.0061	mg/Kg
75-25-2	Bromoform	0.0061	U	0.0040	0.0061	mg/Kg
98-82-8	Isopropylbenzene	0.0061	U	0.0011	0.0061	mg/Kg
79-34-5	1,1,2,2-Tetrachloroethane	0.0061	U	0.0013	0.0061	mg/Kg
541-73-1	1,3-Dichlorobenzene	0.0061	U	0.0013	0.0061	mg/Kg
106-46-7	1,4-Dichlorobenzene	0.0061	U	0.0013	0.0061	mg/Kg
95-50-1	1,2-Dichlorobenzene	0.0061	U	0.0016	0.0061	mg/Kg
96-12-8	1,2-Dibromo-3-Chloropropane	0.0061	U	0.0041	0.0061	mg/Kg
120-82-1	1,2,4-Trichlorobenzene	0.0061	U	0.0014	0.0061	mg/Kg
87-61-6	1,2,3-Trichlorobenzene	0.0061	U	0.0016	0.0061	mg/Kg
SURROGATES						
17060-07-0	1,2-Dichloroethane-d4	54.1		56 - 120	108%	SPK: 50
1868-53-7	Dibromofluoromethane	54.1		57 - 135	108%	SPK: 50
2037-26-5	Toluene-d8	53.9		67 - 123	108%	SPK: 50
460-00-4	4-Bromofluorobenzene	51.4		33 - 141	103%	SPK: 50
INTERNAL STANDARDS						
363-72-4	Pentafluorobenzene	228000	7.95			
540-36-3	1,4-Difluorobenzene	378000	8.84			
3114-55-4	Chlorobenzene-d5	323000	11.63			
3855-82-1	1,4-Dichlorobenzene-d4	133000	13.56			

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-4-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-07	Matrix:	SOIL
Analytical Method:	8015D DRO	% Moisture:	21.4 Decanted:
Sample Wt/Vol:	30.03 Units: g	Final Vol:	1 mL
Soil Aliquot Vol:	uL	Test:	Diesel Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
FG005688.D	2	08/21/19 08:10	08/22/19 13:03	PB122422

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
DRO	DRO	55.0		2.12	4.24	mg/Kg
SURROGATES						
16416-32-3	Tetracosane-d50	6.32		37 - 130	63%	SPK: 20

Comments:

U = Not Detected

LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

E = Value Exceeds Calibration Range

P = Indicates >25% difference for detected concentrations between the two GC columns

Q = indicates LCS control criteria did not meet requirements

M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value

B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.

() = Laboratory InHouse Limit

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/20/19
Client Sample ID:	SUNSET-PARK-SB-4-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-07	Matrix:	SOIL
Analytical Method:	8015D GRO	% Moisture:	21.4 Decanted:
Sample Wt/Vol:	5 Units: g	Final Vol:	5 mL
Soil Aliquot Vol:	uL	Test:	Gasoline Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		

File ID/Qc Batch:	Dilution:	Date Analyzed	Prep Batch ID
FB022123.D	1	08/23/19 15:30	FB082319

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
GRO	GRO	0.017	J	0.015	0.057	mg/Kg
SURROGATES						
98-08-8	Alpha,Alpha,Alpha-Trifluoroto	19.6		50 - 150	98%	SPK: 20

Comments:

U = Not Detected

LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

E = Value Exceeds Calibration Range

P = Indicates >25% difference for detected concentrations between the two GC columns

Q = indicates LCS control criteria did not meet requirements

M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value

B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.

() = Laboratory InHouse Limit

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-4-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-07	Matrix:	SOIL
Analytical Method:	SW8082A	% Moisture:	21.4 Decanted:
Sample Wt/Vol:	30.06 Units: g	Final Vol:	10000 uL
Soil Aliquot Vol:	uL	Test:	PCB
Extraction Type:		Injection Volume :	
GPC Factor :	1.0 PH :		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
PR040490.D	1	08/21/19 13:10	08/21/19 20:04	PB122439

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
12674-11-2	Aroclor-1016	0.022	U	0.0025	0.022	mg/Kg
11104-28-2	Aroclor-1221	0.022	U	0.0085	0.022	mg/Kg
11141-16-5	Aroclor-1232	0.022	U	0.0083	0.022	mg/Kg
53469-21-9	Aroclor-1242	0.022	U	0.0075	0.022	mg/Kg
12672-29-6	Aroclor-1248	0.022	U	0.0070	0.022	mg/Kg
11097-69-1	Aroclor-1254	0.022	U	0.0082	0.022	mg/Kg
37324-23-5	Aroclor-1262	0.022	U	0.0063	0.022	mg/Kg
11100-14-4	Aroclor-1268	0.022	U	0.0054	0.022	mg/Kg
11096-82-5	Aroclor-1260	0.022	U	0.0059	0.022	mg/Kg
SURROGATES						
877-09-8	Tetrachloro-m-xylene	10.3		10 - 166	51%	SPK: 20
2051-24-3	Decachlorobiphenyl	9.38	*	60 - 125	47%	SPK: 20

Comments:

U = Not Detected

LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

E = Value Exceeds Calibration Range

P = Indicates >25% difference for detected concentrations between the two GC columns

Q = indicates LCS control criteria did not meet requirements

M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value

B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.

() = Laboratory InHouse Limit

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-4-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-07	Matrix:	SOIL
Analytical Method:	SW8270	% Moisture:	21.4
Sample Wt/Vol:	30.02 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF116463.D	1	08/21/19 08:20	08/21/19 14:08	PB122424

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
91-20-3	Naphthalene	0.42	U	0.063	0.42	mg/Kg
208-96-8	Acenaphthylene	0.42	U	0.076	0.42	mg/Kg
83-32-9	Acenaphthene	0.42	U	0.086	0.42	mg/Kg
86-73-7	Fluorene	0.42	U	0.065	0.42	mg/Kg
85-01-8	Phenanthrene	0.42	U	0.073	0.42	mg/Kg
120-12-7	Anthracene	0.42	U	0.071	0.42	mg/Kg
206-44-0	Fluoranthene	0.14	J	0.063	0.42	mg/Kg
129-00-0	Pyrene	0.13	J	0.077	0.42	mg/Kg
56-55-3	Benzo(a)anthracene	0.42	U	0.048	0.42	mg/Kg
218-01-9	Chrysene	0.42	U	0.054	0.42	mg/Kg
205-99-2	Benzo(b)fluoranthene	0.11	J	0.062	0.42	mg/Kg
207-08-9	Benzo(k)fluoranthene	0.42	U	0.072	0.42	mg/Kg
50-32-8	Benzo(a)pyrene	0.42	U	0.056	0.42	mg/Kg
193-39-5	Indeno(1,2,3-cd)pyrene	0.42	U	0.092	0.42	mg/Kg
53-70-3	Dibenzo(a,h)anthracene	0.42	U	0.067	0.42	mg/Kg
191-24-2	Benzo(g,h,i)perylene	0.42	U	0.078	0.42	mg/Kg
SURROGATES						
4165-60-0	Nitrobenzene-d5	72.4		31 - 132	72%	SPK: 100
321-60-8	2-Fluorobiphenyl	78.0		39 - 123	78%	SPK: 100
1718-51-0	Terphenyl-d14	67.1		37 - 115	67%	SPK: 100
INTERNAL STANDARDS						
3855-82-1	1,4-Dichlorobenzene-d4	105000	6.8			
1146-65-2	Naphthalene-d8	410000	8.07			
15067-26-2	Acenaphthene-d10	209000	9.83			
1517-22-2	Phenanthrene-d10	302000	11.32			
1719-03-5	Chrysene-d12	232000	13.96			
1520-96-3	Perylene-d12	187000	15.43			

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-4-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-07	Matrix:	SOIL
Analytical Method:	SW8270	% Moisture:	21.4
Sample Wt/Vol:	30.02 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF116463.D	1	08/21/19 08:20	08/21/19 14:08	PB122424

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units
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U = Not Detected

LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

E = Value Exceeds Calibration Range

Q = indicates LCS control criteria did not meet requirements

M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value

B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

() = Laboratory InHouse Limit

A = Aldol-Condensation Reaction Products

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-4-7.5-8.0	SDG No.:	K4421
Lab Sample ID:	K4421-08	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	13.1
Sample Wt/Vol:	5 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOCMS Group1
GC Column:	RXI-624 ID : 0.25	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch IE
VW012055.D	1		08/21/19 02:33	VW082019

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
75-71-8	Dichlorodifluoromethane	0.0058	U	0.0010	0.0058	mg/Kg
74-87-3	Chloromethane	0.0058	U	0.0021	0.0058	mg/Kg
75-01-4	Vinyl Chloride	0.0058	U	0.0013	0.0058	mg/Kg
74-83-9	Bromomethane	0.0058	U	0.00044	0.0058	mg/Kg
75-00-3	Chloroethane	0.0058	U	0.00066	0.0058	mg/Kg
75-69-4	Trichlorofluoromethane	0.0058	U	0.00074	0.0058	mg/Kg
76-13-1	1,1,2-Trichlorotrifluoroethane	0.0058	U	0.00092	0.0058	mg/Kg
75-65-0	Tert butyl alcohol	0.029	U	0.018	0.029	mg/Kg
75-35-4	1,1-Dichloroethene	0.0058	U	0.0011	0.0058	mg/Kg
67-64-1	Acetone	0.042		0.0088	0.029	mg/Kg
75-15-0	Carbon Disulfide	0.0045	J	0.0012	0.0058	mg/Kg
1634-04-4	Methyl tert-butyl Ether	0.0058	U	0.0016	0.0058	mg/Kg
79-20-9	Methyl Acetate	0.0058	U	0.0032	0.0058	mg/Kg
75-09-2	Methylene Chloride	0.012	U	0.0060	0.012	mg/Kg
156-60-5	trans-1,2-Dichloroethene	0.0058	U	0.0014	0.0058	mg/Kg
75-34-3	1,1-Dichloroethane	0.0058	U	0.0010	0.0058	mg/Kg
110-82-7	Cyclohexane	0.0058	U	0.0021	0.0058	mg/Kg
78-93-3	2-Butanone	0.011	J	0.0077	0.029	mg/Kg
56-23-5	Carbon Tetrachloride	0.0058	U	0.00095	0.0058	mg/Kg
156-59-2	cis-1,2-Dichloroethene	0.0058	U	0.0011	0.0058	mg/Kg
74-97-5	Bromochloromethane	0.0058	U	0.0014	0.0058	mg/Kg
67-66-3	Chloroform	0.0058	U	0.00099	0.0058	mg/Kg
71-55-6	1,1,1-Trichloroethane	0.0058	U	0.0012	0.0058	mg/Kg
108-87-2	Methylcyclohexane	0.0058	U	0.0014	0.0058	mg/Kg
71-43-2	Benzene	0.0058	U	0.00096	0.0058	mg/Kg
107-06-2	1,2-Dichloroethane	0.0058	U	0.0014	0.0058	mg/Kg
79-01-6	Trichloroethene	0.0058	U	0.0011	0.0058	mg/Kg
78-87-5	1,2-Dichloropropane	0.0058	U	0.0014	0.0058	mg/Kg
75-27-4	Bromodichloromethane	0.0058	U	0.0011	0.0058	mg/Kg
108-10-1	4-Methyl-2-Pentanone	0.029	U	0.0064	0.029	mg/Kg
108-88-3	Toluene	0.0058	U	0.0011	0.0058	mg/Kg
10061-02-6	t-1,3-Dichloropropene	0.0058	U	0.0012	0.0058	mg/Kg

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-4-7.5-8.0	SDG No.:	K4421
Lab Sample ID:	K4421-08	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	13.1
Sample Wt/Vol:	5 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOCMS Group1
GC Column:	RXI-624 ID : 0.25	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch IE
VW012055.D	1		08/21/19 02:33	VW082019

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
10061-01-5	cis-1,3-Dichloropropene	0.0058	U	0.0012	0.0058	mg/Kg
79-00-5	1,1,2-Trichloroethane	0.0058	U	0.0016	0.0058	mg/Kg
591-78-6	2-Hexanone	0.029	U	0.0085	0.029	mg/Kg
124-48-1	Dibromochloromethane	0.0058	U	0.0015	0.0058	mg/Kg
106-93-4	1,2-Dibromoethane	0.0058	U	0.0015	0.0058	mg/Kg
127-18-4	Tetrachloroethene	0.0058	U	0.00080	0.0058	mg/Kg
108-90-7	Chlorobenzene	0.0058	U	0.00091	0.0058	mg/Kg
100-41-4	Ethyl Benzene	0.0058	U	0.00098	0.0058	mg/Kg
179601-23-1	m/p-Xylenes	0.012	U	0.0019	0.012	mg/Kg
95-47-6	o-Xylene	0.0058	U	0.0013	0.0058	mg/Kg
100-42-5	Styrene	0.0058	U	0.0011	0.0058	mg/Kg
75-25-2	Bromoform	0.0058	U	0.0038	0.0058	mg/Kg
98-82-8	Isopropylbenzene	0.0058	U	0.0010	0.0058	mg/Kg
79-34-5	1,1,2,2-Tetrachloroethane	0.0058	U	0.0013	0.0058	mg/Kg
541-73-1	1,3-Dichlorobenzene	0.0058	U	0.0012	0.0058	mg/Kg
106-46-7	1,4-Dichlorobenzene	0.0058	U	0.0012	0.0058	mg/Kg
95-50-1	1,2-Dichlorobenzene	0.0058	U	0.0015	0.0058	mg/Kg
96-12-8	1,2-Dibromo-3-Chloropropane	0.0058	U	0.0038	0.0058	mg/Kg
120-82-1	1,2,4-Trichlorobenzene	0.0058	U	0.0013	0.0058	mg/Kg
87-61-6	1,2,3-Trichlorobenzene	0.0058	U	0.0015	0.0058	mg/Kg
SURROGATES						
17060-07-0	1,2-Dichloroethane-d4	53.5		56 - 120	107%	SPK: 50
1868-53-7	Dibromofluoromethane	53.7		57 - 135	107%	SPK: 50
2037-26-5	Toluene-d8	53.2		67 - 123	106%	SPK: 50
460-00-4	4-Bromofluorobenzene	50.9		33 - 141	102%	SPK: 50
INTERNAL STANDARDS						
363-72-4	Pentafluorobenzene	252000	7.95			
540-36-3	1,4-Difluorobenzene	417000	8.84			
3114-55-4	Chlorobenzene-d5	351000	11.63			
3855-82-1	1,4-Dichlorobenzene-d4	148000	13.56			

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-3-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-09	Matrix:	SOIL
Analytical Method:	8015D DRO	% Moisture:	10.5 Decanted:
Sample Wt/Vol:	30.01 Units: g	Final Vol:	1 mL
Soil Aliquot Vol:	uL	Test:	Diesel Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
FG005675.D	10	08/21/19 08:10	08/21/19 21:08	PB122422

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
DRO	DRO	172		9.31	18.6	mg/Kg
SURROGATES						
16416-32-3	Tetracosane-d50	1.34		37 - 130	67%	SPK: 20

Comments:

U = Not Detected

LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

E = Value Exceeds Calibration Range

P = Indicates >25% difference for detected concentrations between the two GC columns

Q = indicates LCS control criteria did not meet requirements

M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value

B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.

() = Laboratory InHouse Limit

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-3-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-09	Matrix:	SOIL
Analytical Method:	8015D GRO	% Moisture:	10.5 Decanted:
Sample Wt/Vol:	5.07 Units: g	Final Vol:	5 mL
Soil Aliquot Vol:	uL	Test:	Gasoline Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		

File ID/Qc Batch:	Dilution:	Date Analyzed	Prep Batch ID
FB022066.D	1	08/21/19 17:53	FB082119

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
GRO	GRO	0.028	J	0.013	0.050	mg/Kg
SURROGATES						
98-08-8	Alpha,Alpha,Alpha-Trifluoroto	16.8		50 - 150	84%	SPK: 20

Comments:

U = Not Detected

LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

E = Value Exceeds Calibration Range

P = Indicates >25% difference for detected concentrations between the two GC columns

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M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value

B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.

() = Laboratory InHouse Limit

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-3-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-09	Matrix:	SOIL
Analytical Method:	SW8270	% Moisture:	10.5
Sample Wt/Vol:	30.06 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF116462.D	5	08/21/19 08:20	08/21/19 13:41	PB122424

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
91-20-3	Naphthalene	1.80	U	0.28	1.80	mg/Kg
208-96-8	Acenaphthylene	1.80	U	0.33	1.80	mg/Kg
83-32-9	Acenaphthene	0.98	J	0.38	1.80	mg/Kg
86-73-7	Fluorene	0.86	J	0.28	1.80	mg/Kg
85-01-8	Phenanthrene	5.60		0.32	1.80	mg/Kg
120-12-7	Anthracene	1.40	J	0.31	1.80	mg/Kg
206-44-0	Fluoranthene	4.20		0.28	1.80	mg/Kg
129-00-0	Pyrene	3.30		0.34	1.80	mg/Kg
56-55-3	Benzo(a)anthracene	1.70	J	0.21	1.80	mg/Kg
218-01-9	Chrysene	1.50	J	0.24	1.80	mg/Kg
205-99-2	Benzo(b)fluoranthene	1.70	J	0.27	1.80	mg/Kg
207-08-9	Benzo(k)fluoranthene	0.51	J	0.31	1.80	mg/Kg
50-32-8	Benzo(a)pyrene	1.30	J	0.25	1.80	mg/Kg
193-39-5	Indeno(1,2,3-cd)pyrene	0.52	J	0.40	1.80	mg/Kg
53-70-3	Dibenzo(a,h)anthracene	1.80	U	0.29	1.80	mg/Kg
191-24-2	Benzo(g,h,i)perylene	0.52	J	0.34	1.80	mg/Kg
SURROGATES						
4165-60-0	Nitrobenzene-d5	65.4		31 - 132	65%	SPK: 100
321-60-8	2-Fluorobiphenyl	81.9		39 - 123	82%	SPK: 100
1718-51-0	Terphenyl-d14	73.6		37 - 115	74%	SPK: 100
INTERNAL STANDARDS						
3855-82-1	1,4-Dichlorobenzene-d4	82400	6.79			
1146-65-2	Naphthalene-d8	339000	8.07			
15067-26-2	Acenaphthene-d10	181000	9.83			
1517-22-2	Phenanthrene-d10	310000	11.32			
1719-03-5	Chrysene-d12	240000	13.96			
1520-96-3	Perylene-d12	242000	15.42			

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-3-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-09	Matrix:	SOIL
Analytical Method:	SW8270	% Moisture:	10.5
Sample Wt/Vol:	30.06 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF116462.D	5	08/21/19 08:20	08/21/19 13:41	PB122424

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units
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U = Not Detected

LOQ = Limit of Quantitation

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LOD = Limit of Detection

E = Value Exceeds Calibration Range

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() = Laboratory InHouse Limit

A = Aldol-Condensation Reaction Products

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-3-8.0-8.5	SDG No.:	K4421
Lab Sample ID:	K4421-10	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	11.5
Sample Wt/Vol:	5.1 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOCMS Group1
GC Column:	RXI-624 ID : 0.25	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch IE
VW012078.D	1		08/21/19 19:01	VW082119

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
75-71-8	Dichlorodifluoromethane	0.0055	U	0.0010	0.0055	mg/Kg
74-87-3	Chloromethane	0.0055	U	0.0020	0.0055	mg/Kg
75-01-4	Vinyl Chloride	0.0055	U	0.0012	0.0055	mg/Kg
74-83-9	Bromomethane	0.0055	U	0.00042	0.0055	mg/Kg
75-00-3	Chloroethane	0.0055	U	0.00064	0.0055	mg/Kg
75-69-4	Trichlorofluoromethane	0.0055	U	0.00072	0.0055	mg/Kg
76-13-1	1,1,2-Trichlorotrifluoroethane	0.0055	U	0.00089	0.0055	mg/Kg
75-65-0	Tert butyl alcohol	0.028	U	0.017	0.028	mg/Kg
75-35-4	1,1-Dichloroethene	0.0055	U	0.0011	0.0055	mg/Kg
67-64-1	Acetone	0.025	J	0.0085	0.028	mg/Kg
75-15-0	Carbon Disulfide	0.0055	U	0.0012	0.0055	mg/Kg
1634-04-4	Methyl tert-butyl Ether	0.0055	U	0.0015	0.0055	mg/Kg
79-20-9	Methyl Acetate	0.0055	U	0.0031	0.0055	mg/Kg
75-09-2	Methylene Chloride	0.011	U	0.0058	0.011	mg/Kg
156-60-5	trans-1,2-Dichloroethene	0.0055	U	0.0014	0.0055	mg/Kg
75-34-3	1,1-Dichloroethane	0.0055	U	0.0010	0.0055	mg/Kg
110-82-7	Cyclohexane	0.0037	J	0.0020	0.0055	mg/Kg
78-93-3	2-Butanone	0.028	U	0.0074	0.028	mg/Kg
56-23-5	Carbon Tetrachloride	0.0055	U	0.00091	0.0055	mg/Kg
156-59-2	cis-1,2-Dichloroethene	0.0055	U	0.0011	0.0055	mg/Kg
74-97-5	Bromochloromethane	0.0055	U	0.0013	0.0055	mg/Kg
67-66-3	Chloroform	0.0055	U	0.00096	0.0055	mg/Kg
71-55-6	1,1,1-Trichloroethane	0.0055	U	0.0012	0.0055	mg/Kg
108-87-2	Methylcyclohexane	0.0040	J	0.0013	0.0055	mg/Kg
71-43-2	Benzene	0.0055	U	0.00093	0.0055	mg/Kg
107-06-2	1,2-Dichloroethane	0.0055	U	0.0013	0.0055	mg/Kg
79-01-6	Trichloroethene	0.0055	U	0.0010	0.0055	mg/Kg
78-87-5	1,2-Dichloropropane	0.0055	U	0.0014	0.0055	mg/Kg
75-27-4	Bromodichloromethane	0.0055	U	0.0011	0.0055	mg/Kg
108-10-1	4-Methyl-2-Pentanone	0.028	U	0.0062	0.028	mg/Kg
108-88-3	Toluene	0.0055	U	0.0011	0.0055	mg/Kg
10061-02-6	t-1,3-Dichloropropene	0.0055	U	0.0011	0.0055	mg/Kg

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-3-8.0-8.5	SDG No.:	K4421
Lab Sample ID:	K4421-10	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	11.5
Sample Wt/Vol:	5.1 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOCMS Group1
GC Column:	RXI-624 ID : 0.25	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch IE
VW012078.D	1		08/21/19 19:01	VW082119

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
10061-01-5	cis-1,3-Dichloropropene	0.0055	U	0.0012	0.0055	mg/Kg
79-00-5	1,1,2-Trichloroethane	0.0055	U	0.0016	0.0055	mg/Kg
591-78-6	2-Hexanone	0.028	U	0.0082	0.028	mg/Kg
124-48-1	Dibromochloromethane	0.0055	U	0.0015	0.0055	mg/Kg
106-93-4	1,2-Dibromoethane	0.0055	U	0.0014	0.0055	mg/Kg
127-18-4	Tetrachloroethene	0.0055	U	0.00077	0.0055	mg/Kg
108-90-7	Chlorobenzene	0.0055	U	0.00087	0.0055	mg/Kg
100-41-4	Ethyl Benzene	0.0055	U	0.00095	0.0055	mg/Kg
179601-23-1	m/p-Xylenes	0.011	U	0.0018	0.011	mg/Kg
95-47-6	o-Xylene	0.0055	U	0.0012	0.0055	mg/Kg
100-42-5	Styrene	0.0055	U	0.0011	0.0055	mg/Kg
75-25-2	Bromoform	0.0055	U	0.0036	0.0055	mg/Kg
98-82-8	Isopropylbenzene	0.0055	U	0.00096	0.0055	mg/Kg
79-34-5	1,1,2,2-Tetrachloroethane	0.0055	U	0.0012	0.0055	mg/Kg
541-73-1	1,3-Dichlorobenzene	0.0055	U	0.0012	0.0055	mg/Kg
106-46-7	1,4-Dichlorobenzene	0.0055	U	0.0012	0.0055	mg/Kg
95-50-1	1,2-Dichlorobenzene	0.0055	U	0.0014	0.0055	mg/Kg
96-12-8	1,2-Dibromo-3-Chloropropane	0.0055	U	0.0037	0.0055	mg/Kg
120-82-1	1,2,4-Trichlorobenzene	0.0055	U	0.0012	0.0055	mg/Kg
87-61-6	1,2,3-Trichlorobenzene	0.0055	U	0.0014	0.0055	mg/Kg
SURROGATES						
17060-07-0	1,2-Dichloroethane-d4	53.3		56 - 120	107%	SPK: 50
1868-53-7	Dibromofluoromethane	53.9		57 - 135	108%	SPK: 50
2037-26-5	Toluene-d8	53.3		67 - 123	107%	SPK: 50
460-00-4	4-Bromofluorobenzene	48.3		33 - 141	97%	SPK: 50
INTERNAL STANDARDS						
363-72-4	Pentafluorobenzene	242000	7.95			
540-36-3	1,4-Difluorobenzene	404000	8.84			
3114-55-4	Chlorobenzene-d5	337000	11.63			
3855-82-1	1,4-Dichlorobenzene-d4	139000	13.56			

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-2-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-11	Matrix:	SOIL
Analytical Method:	8015D GRO	% Moisture:	8.2 Decanted:
Sample Wt/Vol:	5.01 Units: g	Final Vol:	5 mL
Soil Aliquot Vol:	uL	Test:	Gasoline Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		

File ID/Qc Batch:	Dilution:	Date Analyzed	Prep Batch ID
FB022067.D	1	08/21/19 18:24	FB082119

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
GRO	GRO	0.036	J	0.013	0.049	mg/Kg
SURROGATES						
98-08-8	Alpha,Alpha,Alpha-Trifluoroto	12.6		50 - 150	63%	SPK: 20

Comments:

U = Not Detected

LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

E = Value Exceeds Calibration Range

P = Indicates >25% difference for detected concentrations between the two GC columns

Q = indicates LCS control criteria did not meet requirements

M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value

B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.

() = Laboratory InHouse Limit

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-2-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-11	Matrix:	SOIL
Analytical Method:	SW8270	% Moisture:	8.2
Sample Wt/Vol:	30.09 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF116461.D	5	08/21/19 08:20	08/21/19 13:14	PB122424

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
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TARGETS

91-20-3	Naphthalene	1.80	U	0.27	1.80	mg/Kg
208-96-8	Acenaphthylene	1.80	U	0.33	1.80	mg/Kg
83-32-9	Acenaphthene	1.80	U	0.37	1.80	mg/Kg
86-73-7	Fluorene	1.80	U	0.28	1.80	mg/Kg
85-01-8	Phenanthrene	1.80	U	0.31	1.80	mg/Kg
120-12-7	Anthracene	1.80	U	0.30	1.80	mg/Kg
206-44-0	Fluoranthene	0.68	J	0.27	1.80	mg/Kg
129-00-0	Pyrene	0.75	J	0.33	1.80	mg/Kg
56-55-3	Benzo(a)anthracene	0.40	J	0.20	1.80	mg/Kg
218-01-9	Chrysene	0.41	J	0.23	1.80	mg/Kg
205-99-2	Benzo(b)fluoranthene	0.55	J	0.26	1.80	mg/Kg
207-08-9	Benzo(k)fluoranthene	1.80	U	0.31	1.80	mg/Kg
50-32-8	Benzo(a)pyrene	0.37	J	0.24	1.80	mg/Kg
193-39-5	Indeno(1,2,3-cd)pyrene	1.80	U	0.39	1.80	mg/Kg
53-70-3	Dibenzo(a,h)anthracene	1.80	U	0.28	1.80	mg/Kg
191-24-2	Benzo(g,h,i)perylene	1.80	U	0.33	1.80	mg/Kg

SURROGATES

4165-60-0	Nitrobenzene-d5	59.7		31 - 132	60%	SPK: 100
321-60-8	2-Fluorobiphenyl	74.2		39 - 123	74%	SPK: 100
1718-51-0	Terphenyl-d14	67.2		37 - 115	67%	SPK: 100

INTERNAL STANDARDS

3855-82-1	1,4-Dichlorobenzene-d4	88100	6.79		
1146-65-2	Naphthalene-d8	362000	8.07		
15067-26-2	Acenaphthene-d10	194000	9.83		
1517-22-2	Phenanthrene-d10	331000	11.32		
1719-03-5	Chrysene-d12	234000	13.96		
1520-96-3	Perylene-d12	248000	15.42		

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-2-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-11	Matrix:	SOIL
Analytical Method:	SW8270	% Moisture:	8.2
Sample Wt/Vol:	30.09 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF116461.D	5	08/21/19 08:20	08/21/19 13:14	PB122424

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units
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U = Not Detected

LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

E = Value Exceeds Calibration Range

Q = indicates LCS control criteria did not meet requirements

M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value

B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

() = Laboratory InHouse Limit

A = Aldol-Condensation Reaction Products

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-2-9.5-10.0	SDG No.:	K4421
Lab Sample ID:	K4421-12	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	8.5
Sample Wt/Vol:	5 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOCMS Group1
GC Column:	RXI-624 ID : 0.25	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch IE
VW012079.D	1		08/21/19 19:26	VW082119

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
75-71-8	Dichlorodifluoromethane	0.0055	U	0.00099	0.0055	mg/Kg
74-87-3	Chloromethane	0.0055	U	0.0019	0.0055	mg/Kg
75-01-4	Vinyl Chloride	0.0055	U	0.0012	0.0055	mg/Kg
74-83-9	Bromomethane	0.0055	U	0.00041	0.0055	mg/Kg
75-00-3	Chloroethane	0.0055	U	0.00063	0.0055	mg/Kg
75-69-4	Trichlorofluoromethane	0.0055	U	0.00071	0.0055	mg/Kg
76-13-1	1,1,2-Trichlorotrifluoroethane	0.0055	U	0.00088	0.0055	mg/Kg
75-65-0	Tert butyl alcohol	0.027	U	0.017	0.027	mg/Kg
75-35-4	1,1-Dichloroethene	0.0055	U	0.0011	0.0055	mg/Kg
67-64-1	Acetone	0.027	U	0.0084	0.027	mg/Kg
75-15-0	Carbon Disulfide	0.0055	U	0.0012	0.0055	mg/Kg
1634-04-4	Methyl tert-butyl Ether	0.0055	U	0.0015	0.0055	mg/Kg
79-20-9	Methyl Acetate	0.0055	U	0.0031	0.0055	mg/Kg
75-09-2	Methylene Chloride	0.011	U	0.0057	0.011	mg/Kg
156-60-5	trans-1,2-Dichloroethene	0.0055	U	0.0014	0.0055	mg/Kg
75-34-3	1,1-Dichloroethane	0.0055	U	0.00099	0.0055	mg/Kg
110-82-7	Cyclohexane	0.0055	U	0.0020	0.0055	mg/Kg
78-93-3	2-Butanone	0.027	U	0.0073	0.027	mg/Kg
56-23-5	Carbon Tetrachloride	0.0055	U	0.00090	0.0055	mg/Kg
156-59-2	cis-1,2-Dichloroethene	0.0055	U	0.0011	0.0055	mg/Kg
74-97-5	Bromochloromethane	0.0055	U	0.0013	0.0055	mg/Kg
67-66-3	Chloroform	0.0055	U	0.00094	0.0055	mg/Kg
71-55-6	1,1,1-Trichloroethane	0.0055	U	0.0012	0.0055	mg/Kg
108-87-2	Methylcyclohexane	0.0055	U	0.0013	0.0055	mg/Kg
71-43-2	Benzene	0.0055	U	0.00092	0.0055	mg/Kg
107-06-2	1,2-Dichloroethane	0.0055	U	0.0013	0.0055	mg/Kg
79-01-6	Trichloroethene	0.0055	U	0.0010	0.0055	mg/Kg
78-87-5	1,2-Dichloropropane	0.0055	U	0.0014	0.0055	mg/Kg
75-27-4	Bromodichloromethane	0.0055	U	0.0011	0.0055	mg/Kg
108-10-1	4-Methyl-2-Pentanone	0.027	U	0.0061	0.027	mg/Kg
108-88-3	Toluene	0.0055	U	0.0011	0.0055	mg/Kg
10061-02-6	t-1,3-Dichloropropene	0.0055	U	0.0011	0.0055	mg/Kg

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-2-9.5-10.0	SDG No.:	K4421
Lab Sample ID:	K4421-12	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	8.5
Sample Wt/Vol:	5 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOCMS Group1
GC Column:	RXI-624 ID : 0.25	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch IE
VW012079.D	1		08/21/19 19:26	VW082119

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
10061-01-5	cis-1,3-Dichloropropene	0.0055	U	0.0012	0.0055	mg/Kg
79-00-5	1,1,2-Trichloroethane	0.0055	U	0.0016	0.0055	mg/Kg
591-78-6	2-Hexanone	0.027	U	0.0081	0.027	mg/Kg
124-48-1	Dibromochloromethane	0.0055	U	0.0014	0.0055	mg/Kg
106-93-4	1,2-Dibromoethane	0.0055	U	0.0014	0.0055	mg/Kg
127-18-4	Tetrachloroethene	0.0055	U	0.00076	0.0055	mg/Kg
108-90-7	Chlorobenzene	0.0055	U	0.00086	0.0055	mg/Kg
100-41-4	Ethyl Benzene	0.0055	U	0.00093	0.0055	mg/Kg
179601-23-1	m/p-Xylenes	0.011	U	0.0018	0.011	mg/Kg
95-47-6	o-Xylene	0.0055	U	0.0012	0.0055	mg/Kg
100-42-5	Styrene	0.0055	U	0.0011	0.0055	mg/Kg
75-25-2	Bromoform	0.0055	U	0.0036	0.0055	mg/Kg
98-82-8	Isopropylbenzene	0.0055	U	0.00095	0.0055	mg/Kg
79-34-5	1,1,2,2-Tetrachloroethane	0.0055	U	0.0012	0.0055	mg/Kg
541-73-1	1,3-Dichlorobenzene	0.0055	U	0.0012	0.0055	mg/Kg
106-46-7	1,4-Dichlorobenzene	0.0055	U	0.0012	0.0055	mg/Kg
95-50-1	1,2-Dichlorobenzene	0.0055	U	0.0014	0.0055	mg/Kg
96-12-8	1,2-Dibromo-3-Chloropropane	0.0055	U	0.0036	0.0055	mg/Kg
120-82-1	1,2,4-Trichlorobenzene	0.0055	U	0.0012	0.0055	mg/Kg
87-61-6	1,2,3-Trichlorobenzene	0.0055	U	0.0014	0.0055	mg/Kg
SURROGATES						
17060-07-0	1,2-Dichloroethane-d4	51.9		56 - 120	104%	SPK: 50
1868-53-7	Dibromofluoromethane	54.4		57 - 135	109%	SPK: 50
2037-26-5	Toluene-d8	53.2		67 - 123	106%	SPK: 50
460-00-4	4-Bromofluorobenzene	45.8		33 - 141	92%	SPK: 50
INTERNAL STANDARDS						
363-72-4	Pentafluorobenzene	178000	7.95			
540-36-3	1,4-Difluorobenzene	285000	8.84			
3114-55-4	Chlorobenzene-d5	231000	11.63			
3855-82-1	1,4-Dichlorobenzene-d4	92700	13.56			

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-2-9.5-10.0	SDG No.:	K4421
Lab Sample ID:	K4421-12	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	8.5
Sample Wt/Vol:	5 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOCMS Group1
GC Column:	RXI-624 ID : 0.25	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VW012079.D	1		08/21/19 19:26	VW082119

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units
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U = Not Detected

LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

E = Value Exceeds Calibration Range

Q = indicates LCS control criteria did not meet requirements

M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value

B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

() = Laboratory InHouse Limit

A = Aldol-Condensation Reaction Products

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-1-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-13	Matrix:	SOIL
Analytical Method:	8015D DRO	% Moisture:	8.6 Decanted:
Sample Wt/Vol:	30.06 Units: g	Final Vol:	1 mL
Soil Aliquot Vol:	uL	Test:	Diesel Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
FG005671.D	1	08/21/19 08:10	08/21/19 19:05	PB122422

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
DRO	DRO	27.2		0.91	1.82	mg/Kg
SURROGATES						
16416-32-3	Tetracosane-d50	15.4		37 - 130	77%	SPK: 20

Comments:

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LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

E = Value Exceeds Calibration Range

P = Indicates >25% difference for detected concentrations between the two GC columns

Q = indicates LCS control criteria did not meet requirements

M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value

B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.

() = Laboratory InHouse Limit

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-1-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-13	Matrix:	SOIL
Analytical Method:	8015D GRO	% Moisture:	8.6 Decanted:
Sample Wt/Vol:	4.99 Units: g	Final Vol:	5 mL
Soil Aliquot Vol:	uL	Test:	Gasoline Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		

File ID/Qc Batch:	Dilution:	Date Analyzed	Prep Batch ID
FB022068.D	1	08/21/19 18:55	FB082119

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
GRO	GRO	0.019	J	0.013	0.049	mg/Kg
SURROGATES						
98-08-8	Alpha,Alpha,Alpha-Trifluoroto	12.7		50 - 150	64%	SPK: 20

Comments:

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LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

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Q = indicates LCS control criteria did not meet requirements

M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value

B = Analyte Found in Associated Method Blank

N = Presumptive Evidence of a Compound

* = Values outside of QC limits

D = Dilution

S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.

() = Laboratory InHouse Limit

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-1-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-13	Matrix:	SOIL
Analytical Method:	SW8270	% Moisture:	8.6
Sample Wt/Vol:	30.02 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BM022230.D	1	08/21/19 08:20	08/21/19 15:43	PB122424

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
91-20-3	Naphthalene	0.36	U	0.054	0.36	mg/Kg
208-96-8	Acenaphthylene	0.36	U	0.066	0.36	mg/Kg
83-32-9	Acenaphthene	0.36	U	0.074	0.36	mg/Kg
86-73-7	Fluorene	0.36	U	0.056	0.36	mg/Kg
85-01-8	Phenanthrene	0.20	J	0.062	0.36	mg/Kg
120-12-7	Anthracene	0.36	U	0.061	0.36	mg/Kg
206-44-0	Fluoranthene	0.22	J	0.054	0.36	mg/Kg
129-00-0	Pyrene	0.20	J	0.067	0.36	mg/Kg
56-55-3	Benzo(a)anthracene	0.11	J	0.041	0.36	mg/Kg
218-01-9	Chrysene	0.11	J	0.047	0.36	mg/Kg
205-99-2	Benzo(b)fluoranthene	0.13	J	0.053	0.36	mg/Kg
207-08-9	Benzo(k)fluoranthene	0.36	U	0.062	0.36	mg/Kg
50-32-8	Benzo(a)pyrene	0.098	J	0.049	0.36	mg/Kg
193-39-5	Indeno(1,2,3-cd)pyrene	0.36	U	0.079	0.36	mg/Kg
53-70-3	Dibenzo(a,h)anthracene	0.36	U	0.057	0.36	mg/Kg
191-24-2	Benzo(g,h,i)perylene	0.084	J	0.067	0.36	mg/Kg
SURROGATES						
4165-60-0	Nitrobenzene-d5	65.3		31 - 132	65%	SPK: 100
321-60-8	2-Fluorobiphenyl	65.2		39 - 123	65%	SPK: 100
1718-51-0	Terphenyl-d14	60.6		37 - 115	61%	SPK: 100
INTERNAL STANDARDS						
3855-82-1	1,4-Dichlorobenzene-d4	33200	7.56			
1146-65-2	Naphthalene-d8	129000	10.34			
15067-26-2	Acenaphthene-d10	76300	14.22			
1517-22-2	Phenanthrene-d10	146000	16.99			
1719-03-5	Chrysene-d12	148000	21.19			
1520-96-3	Perylene-d12	173000	23.39			

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-1-9.0-9.5	SDG No.:	K4421
Lab Sample ID:	K4421-14	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	7.6
Sample Wt/Vol:	5.05 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOCMS Group1
GC Column:	RXI-624 ID : 0.25	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch IE
VW012080.D	1		08/21/19 19:52	VW082119

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
75-71-8	Dichlorodifluoromethane	0.0054	U	0.00097	0.0054	mg/Kg
74-87-3	Chloromethane	0.0054	U	0.0019	0.0054	mg/Kg
75-01-4	Vinyl Chloride	0.0054	U	0.0012	0.0054	mg/Kg
74-83-9	Bromomethane	0.0054	U	0.00041	0.0054	mg/Kg
75-00-3	Chloroethane	0.0054	U	0.00062	0.0054	mg/Kg
75-69-4	Trichlorofluoromethane	0.0054	U	0.00069	0.0054	mg/Kg
76-13-1	1,1,2-Trichlorotrifluoroethane	0.0054	U	0.00086	0.0054	mg/Kg
75-65-0	Tert butyl alcohol	0.027	U	0.016	0.027	mg/Kg
75-35-4	1,1-Dichloroethene	0.0054	U	0.0011	0.0054	mg/Kg
67-64-1	Acetone	0.027	U	0.0082	0.027	mg/Kg
75-15-0	Carbon Disulfide	0.0054	U	0.0011	0.0054	mg/Kg
1634-04-4	Methyl tert-butyl Ether	0.0054	U	0.0015	0.0054	mg/Kg
79-20-9	Methyl Acetate	0.0054	U	0.0030	0.0054	mg/Kg
75-09-2	Methylene Chloride	0.011	U	0.0056	0.011	mg/Kg
156-60-5	trans-1,2-Dichloroethene	0.0054	U	0.0013	0.0054	mg/Kg
75-34-3	1,1-Dichloroethane	0.0054	U	0.00097	0.0054	mg/Kg
110-82-7	Cyclohexane	0.0054	U	0.0019	0.0054	mg/Kg
78-93-3	2-Butanone	0.027	U	0.0071	0.027	mg/Kg
56-23-5	Carbon Tetrachloride	0.0054	U	0.00088	0.0054	mg/Kg
156-59-2	cis-1,2-Dichloroethene	0.0054	U	0.0011	0.0054	mg/Kg
74-97-5	Bromochloromethane	0.0054	U	0.0013	0.0054	mg/Kg
67-66-3	Chloroform	0.0054	U	0.00093	0.0054	mg/Kg
71-55-6	1,1,1-Trichloroethane	0.0054	U	0.0011	0.0054	mg/Kg
108-87-2	Methylcyclohexane	0.0054	U	0.0013	0.0054	mg/Kg
71-43-2	Benzene	0.0054	U	0.00090	0.0054	mg/Kg
107-06-2	1,2-Dichloroethane	0.0054	U	0.0013	0.0054	mg/Kg
79-01-6	Trichloroethene	0.0054	U	0.0010	0.0054	mg/Kg
78-87-5	1,2-Dichloropropane	0.0054	U	0.0013	0.0054	mg/Kg
75-27-4	Bromodichloromethane	0.0054	U	0.0011	0.0054	mg/Kg
108-10-1	4-Methyl-2-Pentanone	0.027	U	0.0060	0.027	mg/Kg
108-88-3	Toluene	0.0054	U	0.0010	0.0054	mg/Kg
10061-02-6	t-1,3-Dichloropropene	0.0054	U	0.0011	0.0054	mg/Kg

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OECS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-1-9.0-9.5	SDG No.:	K4421
Lab Sample ID:	K4421-14	Matrix:	SOIL
Analytical Method:	SW8260	% Moisture:	7.6
Sample Wt/Vol:	5.05 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOCMS Group1
GC Column:	RXI-624 ID : 0.25	Level :	LOW

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch IE
VW012080.D	1		08/21/19 19:52	VW082119

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
10061-01-5	cis-1,3-Dichloropropene	0.0054	U	0.0011	0.0054	mg/Kg
79-00-5	1,1,2-Trichloroethane	0.0054	U	0.0015	0.0054	mg/Kg
591-78-6	2-Hexanone	0.027	U	0.0079	0.027	mg/Kg
124-48-1	Dibromochloromethane	0.0054	U	0.0014	0.0054	mg/Kg
106-93-4	1,2-Dibromoethane	0.0054	U	0.0014	0.0054	mg/Kg
127-18-4	Tetrachloroethene	0.0054	U	0.00074	0.0054	mg/Kg
108-90-7	Chlorobenzene	0.0054	U	0.00084	0.0054	mg/Kg
100-41-4	Ethyl Benzene	0.0054	U	0.00091	0.0054	mg/Kg
179601-23-1	m/p-Xylenes	0.011	U	0.0018	0.011	mg/Kg
95-47-6	o-Xylene	0.0054	U	0.0012	0.0054	mg/Kg
100-42-5	Styrene	0.0054	U	0.0011	0.0054	mg/Kg
75-25-2	Bromoform	0.0054	U	0.0035	0.0054	mg/Kg
98-82-8	Isopropylbenzene	0.0054	U	0.00093	0.0054	mg/Kg
79-34-5	1,1,2,2-Tetrachloroethane	0.0054	U	0.0012	0.0054	mg/Kg
541-73-1	1,3-Dichlorobenzene	0.0054	U	0.0011	0.0054	mg/Kg
106-46-7	1,4-Dichlorobenzene	0.0054	U	0.0011	0.0054	mg/Kg
95-50-1	1,2-Dichlorobenzene	0.0054	U	0.0014	0.0054	mg/Kg
96-12-8	1,2-Dibromo-3-Chloropropane	0.0054	U	0.0036	0.0054	mg/Kg
120-82-1	1,2,4-Trichlorobenzene	0.0054	U	0.0012	0.0054	mg/Kg
87-61-6	1,2,3-Trichlorobenzene	0.0054	U	0.0014	0.0054	mg/Kg
SURROGATES						
17060-07-0	1,2-Dichloroethane-d4	54.9		56 - 120	110%	SPK: 50
1868-53-7	Dibromofluoromethane	54.3		57 - 135	109%	SPK: 50
2037-26-5	Toluene-d8	53.1		67 - 123	106%	SPK: 50
460-00-4	4-Bromofluorobenzene	48.1		33 - 141	96%	SPK: 50
INTERNAL STANDARDS						
363-72-4	Pentafluorobenzene	251000	7.95			
540-36-3	1,4-Difluorobenzene	425000	8.84			
3114-55-4	Chlorobenzene-d5	353000	11.63			
3855-82-1	1,4-Dichlorobenzene-d4	144000	13.56			

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19 09:40
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-7-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-15	Matrix:	SOIL
		% Solid:	100

Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
Corrosivity	10.6	H	1	0	0	pH		08/20/19 16:21	9045D
Ignitability	NO		1	0	0	oC		08/21/19 10:40	1030
Paint Filter	1.00	U	1	1.00	1.00	ml/100gm		08/21/19 12:15	9095B
Reactive Cyanide	0.050	U	1	0.050	0.050	mg/Kg	08/21/19 10:30	08/22/19 11:43	9012B
Reactive Sulfide	10.0	U	1	10.0	10.0	mg/Kg	08/21/19 12:30	08/21/19 14:40	9034

Comments:

U = Not Detected
 LOQ = Limit of Quantitation
 MDL = Method Detection Limit
 LOD = Limit of Detection
 D = Dilution
 Q = indicates LCS control criteria did not meet requirements
 H = Sample Analysis Out Of Hold Time

J = Estimated Value
 B = Analyte Found in Associated Method Blank
 * = indicates the duplicate analysis is not within control limits.
 E = Indicates the reported value is estimated because of the presence of interference.
 OR = Over Range
 N = Spiked sample recovery not within control limits

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-7-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-15	Matrix:	TCLP
Level (low/med):	low	% Solid:	0

Cas	Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
7440-38-2	Arsenic	0.10	U	1	0.0068	0.10	mg/L	08/21/19 10:02	08/21/19 17:16	SW6010
7440-39-3	Barium	0.96	N	1	0.040	0.50	mg/L	08/21/19 10:02	08/21/19 17:16	SW6010
7440-43-9	Cadmium	0.0021	J	1	0.0017	0.030	mg/L	08/21/19 10:02	08/21/19 17:16	SW6010
7440-47-3	Chromium	0.015	J	1	0.013	0.050	mg/L	08/21/19 10:02	08/21/19 17:16	SW6010
7439-92-1	Lead	0.31		1	0.014	0.060	mg/L	08/21/19 10:02	08/21/19 17:16	SW6010
7439-97-6	Mercury	0.0020	U	1	0.00043	0.0020	mg/L	08/21/19 15:12	08/22/19 11:11	SW7470A
7782-49-2	Selenium	0.043	J	1	0.028	0.10	mg/L	08/21/19 10:02	08/21/19 17:16	SW6010
7440-22-4	Silver	0.050	U	1	0.0017	0.050	mg/L	08/21/19 10:02	08/21/19 17:16	SW6010

Color Before:	Colorless	Clarity Before:	Clear	Texture:	Clear
Color After:	Colorless	Clarity After:	Clear	Artifacts:	Clear
Comments:	TCLP METALS				

U = Not Detected
 LOQ = Limit of Quantitation
 MDL = Method Detection Limit
 LOD = Limit of Detection
 D = Dilution
 Q = indicates LCS control criteria did not meet requirements

J = Estimated Value
 B = Analyte Found in Associated Method Blank
 * = indicates the duplicate analysis is not within control limits.
 E = Indicates the reported value is estimated because of the presence of interference.
 OR = Over Range
 N = Spiked sample recovery not within control limits

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19 10:20
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-6-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-16	Matrix:	SOIL
		% Solid:	100

Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
Corrosivity	10.2	H	1	0	0	pH		08/20/19 16:24	9045D
Ignitability	NO		1	0	0	oC		08/21/19 10:48	1030
Paint Filter	1.00	U	1	1.00	1.00	ml/100gm		08/21/19 12:22	9095B
Reactive Cyanide	0.050	U	1	0.050	0.050	mg/Kg	08/21/19 10:30	08/22/19 11:43	9012B
Reactive Sulfide	10.0	U	1	10.0	10.0	mg/Kg	08/21/19 12:30	08/21/19 14:42	9034

Comments: _____

U = Not Detected

LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

D = Dilution

Q = indicates LCS control criteria did not meet requirements

H = Sample Analysis Out Of Hold Time

J = Estimated Value

B = Analyte Found in Associated Method Blank

* = indicates the duplicate analysis is not within control limits.

E = Indicates the reported value is estimated because of the presence of interference.

OR = Over Range

N = Spiked sample recovery not within control limits

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-6-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-16	Matrix:	TCLP
Level (low/med):	low	% Solid:	0

Cas	Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
7440-38-2	Arsenic	0.10	U	1	0.0068	0.10	mg/L	08/21/19 10:02	08/21/19 17:19	SW6010
7440-39-3	Barium	1.43	N	1	0.040	0.50	mg/L	08/21/19 10:02	08/21/19 17:19	SW6010
7440-43-9	Cadmium	0.0021	J	1	0.0017	0.030	mg/L	08/21/19 10:02	08/21/19 17:19	SW6010
7440-47-3	Chromium	0.016	J	1	0.013	0.050	mg/L	08/21/19 10:02	08/21/19 17:19	SW6010
7439-92-1	Lead	0.70		1	0.014	0.060	mg/L	08/21/19 10:02	08/21/19 17:19	SW6010
7439-97-6	Mercury	0.0020	U	1	0.00043	0.0020	mg/L	08/21/19 15:12	08/22/19 11:13	SW7470A
7782-49-2	Selenium	0.047	J	1	0.028	0.10	mg/L	08/21/19 10:02	08/21/19 17:19	SW6010
7440-22-4	Silver	0.050	U	1	0.0017	0.050	mg/L	08/21/19 10:02	08/21/19 17:19	SW6010

Color Before:	Colorless	Clarity Before:	Clear	Texture:	Clear
Color After:	Colorless	Clarity After:	Clear	Artifacts:	Clear
Comments:	TCLP METALS				

U = Not Detected
 LOQ = Limit of Quantitation
 MDL = Method Detection Limit
 LOD = Limit of Detection
 D = Dilution
 Q = indicates LCS control criteria did not meet requirements

J = Estimated Value
 B = Analyte Found in Associated Method Blank
 * = indicates the duplicate analysis is not within control limits.
 E = Indicates the reported value is estimated because of the presence of interference.
 OR = Over Range
 N = Spiked sample recovery not within control limits

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19 10:55
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-5-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-17	Matrix:	SOIL
		% Solid:	100

Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
Corrosivity	8.20	H	1	0	0	pH		08/20/19 16:25	9045D
Ignitability	NO		1	0	0	oC		08/21/19 10:55	1030
Paint Filter	1.00	U	1	1.00	1.00	ml/100gm		08/21/19 12:30	9095B
Reactive Cyanide	0.050	U	1	0.050	0.050	mg/Kg	08/21/19 10:30	08/22/19 11:50	9012B
Reactive Sulfide	10.0	U	1	10.0	10.0	mg/Kg	08/21/19 12:30	08/21/19 14:45	9034

Comments: _____

U = Not Detected

LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

D = Dilution

Q = indicates LCS control criteria did not meet requirements

H = Sample Analysis Out Of Hold Time

J = Estimated Value

B = Analyte Found in Associated Method Blank

* = indicates the duplicate analysis is not within control limits.

E = Indicates the reported value is estimated because of the presence of interference.

OR = Over Range

N = Spiked sample recovery not within control limits

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-5-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-17	Matrix:	TCLP
Level (low/med):	low	% Solid:	0

Cas	Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
7440-38-2	Arsenic	0.044	J	1	0.0068	0.10	mg/L	08/21/19 10:02	08/21/19 17:23	SW6010
7440-39-3	Barium	2.01	N	1	0.040	0.50	mg/L	08/21/19 10:02	08/21/19 17:23	SW6010
7440-43-9	Cadmium	0.030	U	1	0.0017	0.030	mg/L	08/21/19 10:02	08/21/19 17:23	SW6010
7440-47-3	Chromium	0.050	U	1	0.013	0.050	mg/L	08/21/19 10:02	08/21/19 17:23	SW6010
7439-92-1	Lead	0.044	J	1	0.014	0.060	mg/L	08/21/19 10:02	08/21/19 17:23	SW6010
7439-97-6	Mercury	0.0020	U	1	0.00043	0.0020	mg/L	08/21/19 15:12	08/22/19 11:19	SW7470A
7782-49-2	Selenium	0.074	J	1	0.028	0.10	mg/L	08/21/19 10:02	08/21/19 17:23	SW6010
7440-22-4	Silver	0.050	U	1	0.0017	0.050	mg/L	08/21/19 10:02	08/21/19 17:23	SW6010

Color Before:	Colorless	Clarity Before:	Clear	Texture:	Clear
Color After:	Colorless	Clarity After:	Clear	Artifacts:	Clear
Comments:	TCLP METALS				

U = Not Detected
 LOQ = Limit of Quantitation
 MDL = Method Detection Limit
 LOD = Limit of Detection
 D = Dilution
 Q = indicates LCS control criteria did not meet requirements

J = Estimated Value
 B = Analyte Found in Associated Method Blank
 * = indicates the duplicate analysis is not within control limits.
 E = Indicates the reported value is estimated because of the presence of interference.
 OR = Over Range
 N = Spiked sample recovery not within control limits

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19 11:30
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-4-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-18	Matrix:	SOIL
		% Solid:	100

Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
Corrosivity	8.07	H	1	0	0	pH		08/20/19 16:27	9045D
Ignitability	NO		1	0	0	oC		08/21/19 11:05	1030
Paint Filter	1.00	U	1	1.00	1.00	ml/100gm		08/21/19 12:38	9095B
Reactive Cyanide	0.050	U	1	0.050	0.050	mg/Kg	08/21/19 10:30	08/22/19 11:50	9012B
Reactive Sulfide	10.0	U	1	10.0	10.0	mg/Kg	08/21/19 12:30	08/21/19 14:48	9034

Comments: _____

U = Not Detected

LOQ = Limit of Quantitation

MDL = Method Detection Limit

LOD = Limit of Detection

D = Dilution

Q = indicates LCS control criteria did not meet requirements

H = Sample Analysis Out Of Hold Time

J = Estimated Value

B = Analyte Found in Associated Method Blank

* = indicates the duplicate analysis is not within control limits.

E = Indicates the reported value is estimated because of the presence of interference.

OR = Over Range

N = Spiked sample recovery not within control limits

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-4-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-18	Matrix:	TCLP
Level (low/med):	low	% Solid:	0

Cas	Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
7440-38-2	Arsenic	0.10	U	1	0.0068	0.10	mg/L	08/21/19 10:02	08/21/19 17:27	SW6010
7440-39-3	Barium	1.62	N	1	0.040	0.50	mg/L	08/21/19 10:02	08/21/19 17:27	SW6010
7440-43-9	Cadmium	0.0045	J	1	0.0017	0.030	mg/L	08/21/19 10:02	08/21/19 17:27	SW6010
7440-47-3	Chromium	0.050	U	1	0.013	0.050	mg/L	08/21/19 10:02	08/21/19 17:27	SW6010
7439-92-1	Lead	1.63		1	0.014	0.060	mg/L	08/21/19 10:02	08/21/19 17:27	SW6010
7439-97-6	Mercury	0.0020	U	1	0.00043	0.0020	mg/L	08/21/19 15:12	08/22/19 11:21	SW7470A
7782-49-2	Selenium	0.057	J	1	0.028	0.10	mg/L	08/21/19 10:02	08/21/19 17:27	SW6010
7440-22-4	Silver	0.050	U	1	0.0017	0.050	mg/L	08/21/19 10:02	08/21/19 17:27	SW6010

Color Before:	Colorless	Clarity Before:	Clear	Texture:	Clear
Color After:	Colorless	Clarity After:	Clear	Artifacts:	Clear
Comments:	TCLP METALS				

U = Not Detected
 LOQ = Limit of Quantitation
 MDL = Method Detection Limit
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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19 12:10
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-3-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-19	Matrix:	SOIL
		% Solid:	100

Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
Corrosivity	8.81	H	1	0	0	pH		08/20/19 16:30	9045D
Ignitability	NO		1	0	0	oC		08/21/19 11:12	1030
Paint Filter	1.00	U	1	1.00	1.00	ml/100gm		08/21/19 12:45	9095B
Reactive Cyanide	0.050	U	1	0.050	0.050	mg/Kg	08/21/19 10:30	08/22/19 11:50	9012B
Reactive Sulfide	10.0	U	1	10.0	10.0	mg/Kg	08/21/19 12:30	08/21/19 14:52	9034

Comments: _____

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Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-3-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-19	Matrix:	TCLP
Level (low/med):	low	% Solid:	0

Cas	Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
7440-38-2	Arsenic	0.10	U	1	0.0068	0.10	mg/L	08/21/19 10:02	08/21/19 17:31	SW6010
7440-39-3	Barium	1.77	N	1	0.040	0.50	mg/L	08/21/19 10:02	08/21/19 17:31	SW6010
7440-43-9	Cadmium	0.0034	J	1	0.0017	0.030	mg/L	08/21/19 10:02	08/21/19 17:31	SW6010
7440-47-3	Chromium	0.050	U	1	0.013	0.050	mg/L	08/21/19 10:02	08/21/19 17:31	SW6010
7439-92-1	Lead	0.22		1	0.014	0.060	mg/L	08/21/19 10:02	08/21/19 17:31	SW6010
7439-97-6	Mercury	0.0020	U	1	0.00043	0.0020	mg/L	08/21/19 15:12	08/22/19 11:23	SW7470A
7782-49-2	Selenium	0.051	J	1	0.028	0.10	mg/L	08/21/19 10:02	08/21/19 17:31	SW6010
7440-22-4	Silver	0.050	U	1	0.0017	0.050	mg/L	08/21/19 10:02	08/21/19 17:31	SW6010

Color Before:	Colorless	Clarity Before:	Clear	Texture:	Clear
Color After:	Colorless	Clarity After:	Clear	Artifacts:	Clear
Comments:	TCLP METALS				

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19 12:40
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-2-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-20	Matrix:	SOIL
		% Solid:	100

Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
Corrosivity	10.0	H	1	0	0	pH		08/20/19 16:32	9045D
Ignitability	NO		1	0	0	oC		08/21/19 11:20	1030
Paint Filter	1.00	U	1	1.00	1.00	ml/100gm		08/21/19 12:48	9095B
Reactive Cyanide	0.050	U	1	0.050	0.050	mg/Kg	08/21/19 10:30	08/22/19 11:50	9012B
Reactive Sulfide	10.0	U	1	10.0	10.0	mg/Kg	08/21/19 12:30	08/21/19 14:55	9034

Comments: _____

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-2-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-20	Matrix:	TCLP
Level (low/med):	low	% Solid:	0

Cas	Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
7440-38-2	Arsenic	0.10	U	1	0.0068	0.10	mg/L	08/21/19 10:02	08/22/19 11:18	SW6010
7440-39-3	Barium	1.34	N	1	0.040	0.50	mg/L	08/21/19 10:02	08/22/19 11:18	SW6010
7440-43-9	Cadmium	0.0052	J	1	0.0017	0.030	mg/L	08/21/19 10:02	08/22/19 11:18	SW6010
7440-47-3	Chromium	0.050	U	1	0.013	0.050	mg/L	08/21/19 10:02	08/22/19 11:18	SW6010
7439-92-1	Lead	0.11		1	0.014	0.060	mg/L	08/21/19 10:02	08/22/19 11:18	SW6010
7439-97-6	Mercury	0.0020	U	1	0.00043	0.0020	mg/L	08/21/19 15:12	08/22/19 11:25	SW7470A
7782-49-2	Selenium	0.047	J	1	0.028	0.10	mg/L	08/21/19 10:02	08/22/19 11:18	SW6010
7440-22-4	Silver	0.050	U	1	0.0017	0.050	mg/L	08/21/19 10:02	08/22/19 11:18	SW6010

Color Before:	Colorless	Clarity Before:	Clear	Texture:	Clear
Color After:	Colorless	Clarity After:	Clear	Artifacts:	Clear
Comments:	TCLP METALS				

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Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19 13:20
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-1-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-21	Matrix:	SOIL
		% Solid:	100

Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
Corrosivity	7.94	H	1	0	0	pH		08/20/19 16:34	9045D
Ignitability	NO		1	0	0	oC		08/21/19 11:28	1030
Paint Filter	1.00	U	1	1.00	1.00	ml/100gm		08/21/19 12:55	9095B
Reactive Cyanide	0.050	U	1	0.050	0.050	mg/Kg	08/21/19 10:30	08/22/19 11:50	9012B
Reactive Sulfide	10.0	U	1	10.0	10.0	mg/Kg	08/21/19 12:30	08/21/19 14:58	9034

Comments: _____

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Client:	LiRo Engineers, Inc.	Date Collected:	08/19/19
Project:	DDC OEGS - Sunset Park Phase II SCI	Date Received:	08/19/19
Client Sample ID:	SUNSET-PARK-SB-1-COMP	SDG No.:	K4421
Lab Sample ID:	K4421-21	Matrix:	TCLP
Level (low/med):	low	% Solid:	0

Cas	Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
7440-38-2	Arsenic	0.016	J	1	0.0068	0.10	mg/L	08/21/19 10:02	08/22/19 11:21	SW6010
7440-39-3	Barium	1.98	N	1	0.040	0.50	mg/L	08/21/19 10:02	08/22/19 11:21	SW6010
7440-43-9	Cadmium	0.0045	J	1	0.0017	0.030	mg/L	08/21/19 10:02	08/22/19 11:21	SW6010
7440-47-3	Chromium	0.050	U	1	0.013	0.050	mg/L	08/21/19 10:02	08/22/19 11:21	SW6010
7439-92-1	Lead	0.12		1	0.014	0.060	mg/L	08/21/19 10:02	08/22/19 11:21	SW6010
7439-97-6	Mercury	0.0020	U	1	0.00043	0.0020	mg/L	08/21/19 15:12	08/22/19 11:28	SW7470A
7782-49-2	Selenium	0.028	J	1	0.028	0.10	mg/L	08/21/19 10:02	08/22/19 11:21	SW6010
7440-22-4	Silver	0.050	U	1	0.0017	0.050	mg/L	08/21/19 10:02	08/22/19 11:21	SW6010

Color Before:	Colorless	Clarity Before:	Clear	Texture:	Clear
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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

JOINT BID

JOINT BID

JOINT BID

JOINT BID

(NO TEXT ON THIS PAGE)

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- SECTION C. JOINT BID SPECIAL SPECIFICATIONS
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- SECTION E. PRIVATE UTILITIES SCOPE OF WORK
- SECTION F. PRIVATE UTILITIES TEST PITS AND SKETCHES
- SECTION G. PRIVATE UTILITY DRAWING LIST

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SECTION A – JOINT BID REQUIREMENTS AND STANDARD SPECIFICATIONS

SECTION A.1 - Requirements for Joint Bid Work

A. Definitions. Additional terms are defined in Standard Construction Contract.

1. "Business Days" will mean Monday through Friday, excluding holidays.
2. "City Facility(ies)" will mean any facility owned by the City, including, but not limited to, roadways, streets, highways, parkways and other thoroughfares, bridges, sewers, culverts, catch basins, chutes and water mains.
3. "Joint Bid Project(s)" will mean a construction project that the City and Utilities agree will be awarded in accordance with applicable law and will include both City Facilities and Utility Facilities.
4. "Pre-engineer" or "Pre-engineering" will mean a process undertaken by the Utilities on all Joint Bid Projects whereby the Utilities will determine and mark-out current Utility Facilities, and design the location and/or re-location of Utility Facilities in a manner that is to the extent practicable, efficient and cost-effective for both the City and the Utilities to avoid or ameliorate disturbances to the City Facilities and the Utilities Facilities, and in which the City and Utility participate in prior to the award of a Joint Bid Project contract.
5. "Price List Work" will mean work to be performed under the Price List items, excluding JB Specialty Items and Bid Items.
6. "Public Work" will mean the following: (a) construction, reconstruction, installation, alteration, maintenance, repair, grading, re-grading, regulating and improvement of roadways, highways, streets, parkways and other thoroughfares, and bridges and (b) similarly for sewers, culverts, catch basins, chutes and water mains.
7. "Shared Items" will mean the bid items in the City's construction contract in which the total cost will be paid for by the City and the Utilities in accordance with their share as mutually agreed upon.
8. "Specialty Contractor" will mean a contractor provided and paid for by the Utility, which may include the Utilities' in-house field forces.
9. "Specific Public Work Items" will mean a detailed set of specifications prepared by the City based on the City's engineering, design and plans that will represent the Public Work portion of the Joint Bid Project and it is these unit price items and quantities related to the Public Work that will be bid upon and evaluated by the City for the Public Work portion of the City's construction contract.
10. "Specific Shared Items" will mean a detailed set of specifications prepared by the City based on the City's engineering, design and plans that will represent the Shared Items portion of the Joint Bid Project and it is these unit prices and quantities related to Shared Items that will be bid upon and evaluated by the City for the Shared Items portion of the City's construction contract.
11. "Specific Utility Work Items" will mean a detailed set of specifications prepared by the Utilities based on the Utility's Pre-engineering that will represent the Utility Work

portion of the Joint Bid Project. The Specific Utility Work Items are composed of the Joint Bid Fixed Sum Items and JB Specialty Items, as described in Section A.2 below.

12. "Utility Facility(ies)" will mean the property owned by the Utilities, including, but not limited to, pipes, poles, conduits, wires, lines and other facilities, structures or property of the Utilities that may be below ground, at ground-level or above ground, that could disturb or interfere with the Public Work.
 13. "Utility" or "Utilities" will mean the utility entities participating in this Joint Bid Project.
 14. "Utility Work" will mean such work as is required to be performed by the Contractor during the performance of Public Work, as defined herein, in order to maintain, protect, support, shift, alter, relocate, remove, construct, and/or replace Utility Facilities at the Utilities' expense.
- B. The City is bidding jointly this Contract. The City has combined its Public 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 and Utility Work.
 - C. The City has prepared contract documents which include specifications, drawings and all other necessary contract documents for the Public 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 and Utility Work.
 - D. The Contractor agrees that its bid prices and the NYC Utility Price List prices for the Public Work and Utility Work will include all incremental costs and/ or additional compensation for performing Public Work and Utility 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, demobilization, remobilization, 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.
 - E. In the bid solicitation documents, the City has provided estimated quantities for both Specific Public Work Items, Specific Utility Work Items, and Specific Shared Items. Bidders are required to bid a unit price on all Work in the Bid Schedules. For the purposes of identifying the lowest responsive and responsible bidder, a bidder's unit prices bid must be calculated based on all Work, which includes the combined Specific Public Work Items, the Specific Utility Work Items, and the Specific Shared Items.
 - F. If the Utility determines that the Contractor is not qualified or best suited to perform a specific scope of Utility Work, the Utility has the right to utilize their Specialty Contractors. If the Contractor claims that delays were caused by a Utility for failure to supply and/or provide Specialty Contractors in a timely manner, then the Contractor may bring a claim against the Utility. To the extent the Contractor claims that a delay was caused by a Utility, the Contractor will be limited to bringing such legal action in a court of law and may not 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 will not be a party in the litigation process. Neither the Contractor nor the Utility may bring a delay claim against the City through either a court of law or the City's Contract Dispute Resolution Board process. Refer to the Standard Construction Contract for additional details. The Contractor must allow the Utility's Specialty Contractors to have reasonable access to the work area with prior notice and may, with the exception of the Utilities' in-house field forces, condition such access on proof of insurance acceptable to the Engineer.

- G. The Lower Manhattan Joint Bid Agreement, dated June 6, 2006, shall not apply to this project. The Contractor agrees that the Utilities are third-party beneficiaries of the contract for a Joint Bid Project, and that the Utilities shall be entitled to rely upon and enforce any and all terms and conditions of the Contract for a Joint Bid Project as it pertains to the Contractor and the performance of the Public Work, Shared Items, and Utility Work.

SECTION A.2 – Price List Method

A. This Contract has been prepared using the Price List Method. The Price List Method consists of all of the following.

1. The Contractor bids on the items listed in the Bid Schedule (“Bid Items”)
2. The Contractor agrees that the prices listed for items in the Price List (“PL Items”) represent full and complete compensation for the Specific Utility Work Items listed in the NYC Utility Price List. The NYC Utility Price List prices are fixed for the duration of the Contract, regardless of any time extensions. Overtime costs incurred during the performance of the Price List Work are reimbursable in accordance with Section G.2 below.
3. The Bid Schedule contains Joint Bid Fixed Sum Items (“JB FS Items”) that will be used for payment of Utility Work. These items may include:

Item No.	Description	Unit
JB-FS-AL	ALTICE JB FIXED SUM	F.S.
JB-FS-CC	CROWN CASTLE JB FIXED SUM	F.S.
JB-FS-CE	CON EDISON JB FIXED SUM	F.S.
JB-FS-EX	EXTNET JB FIXED SUM	F.S.
JB-FS-NG	NATIONAL GRID JB FIXED SUM	F.S.
JB-FS-LI	LIPA-PSEG JB FIXED SUM	F.S.
JB-FS-RC	RCN JB FIXED SUM	F.S.
JB-FS-SP	CHARTER-SPECTRUM-TW JB FIXED SUM	F.S.
JB-FS-VZ	ECS-VERIZON JB FIXED SUM	F.S.

4. If this Contract contains Specialty JB items that are not covered by the NYC Utility Price List (“JB Specialty Items”), the Contractor will bid on the JB Special items listed in the separate JB Specialty Item Bid Schedule. For clarity, standard City items that are not used in the Bid Schedule may be used as JB Specialty Items.
- B. Any costs that are to be paid for by the Utility will be paid according to the JB FS Items, whether the work is a Bid Item, PL Item, or JB Specialty Item.
- C. There is no restriction as to which items may be used to pay for Utility Work – any Bid Item, PL Item (regardless of the utility), or JB Specialty Item (regardless of the utility) may be used. Utility may use any applicable item from the Bid Items, the PL Items, or the JB Specialty Items, whether for anticipated or unanticipated Utility work, regardless of whether the item is considered or defined as a City item, such Utility’s item, or another Utility’s item. In consultation with the Utilities, the Engineer is responsible for verifying the applicability of items proposed for use by the Utilities in accordance with any agreement in effect between the City and the Utilities. The arbitrator(s) under Section A.4 shall have the sole and exclusive authority to determine which items are applicable should there be a dispute between any Utility and the Contractor on such issue.
- D. Quantities of work to be paid for under the JB FS Items must be tracked separately from the quantities of work paid for under the Bid Items. The method and format of separate tracking must be submitted to the Engineer for review and processing.
- E. Overruns:
1. Bid Items: Quantities of Bid Items paid for according to the JB FS Items are not overruns for the purpose of Standard Construction Contract Article 26.1. However, if

the City negotiates a new unit price for an item per Article 26.1, that new unit price will also be used for payment under the JB FS Items.

2. JB FS Items: The City will not pay the Contractor directly when there is an overrun of the JB FS Items, except when the City's RE determines that such overruns are caused by field conditions impacting planned City work, or scope of work changes. Overruns not paid by City will be paid directly to Contractor by the Utility at the established unit rate for the Bid Items, the PL Items, or the JB Specialty Items and according to the same retainage requirements as applicable between the City and the Contractor. In order to facilitate the shared cost reconciliation between the City and the Utilities, the Contractor must provide details of all payments from the Utilities. These details must include the items, quantities, and amounts that are covered by the payment.

In the event that funds are insufficient in the Utility budget code to continue payments under the JB FS Item, the Engineer may determine that all future payments under the JB FS Item are overruns, and will be paid directly to the Contractor by the Utility as specified in the paragraph above.

F. Extra Work:

1. If during construction the Contractor encounters utility facilities interferences or utility scope of work that it believes is not covered by the Contract, then the Contractor must immediately notify the City and the Utility in writing, describing the nature and location of the extra work in question. The Utility then has five (5) business days to investigate the conditions and then either:
 - i. Advise the Contractor and the City in writing that no interference with its facilities exists at the location in question, and hence that the Contractor may proceed with City work without providing for any impact from Company facilities;
 - ii. Advise the Contractor and the City in writing that the Contract items provide for the scope of work encountered, specifying the exact unit items that cover the work;
 - iii. Advise the Contractor and the City in writing that it intends to perform the necessary utility work with Utility forces or with Specialty Contractors, but not limited to, relocating its facility out of the way of the proposed City work. In this case, the Utility must provide a written schedule for the performance of the utility work it proposes to perform, which shall be subject to approval by the City based on its impact to the Contractor's currently approved progress schedule. Upon approval of the Utility's schedule by the City, the Contractor must provide access to the worksite to the Utility and/or any Specialty Contractors hired by it to perform this utility work. If necessary, the City may grant a contract time extension for delays caused by the performance of such utility work by the Utility.
 - iv. Reasonably specify in writing the scope of work to be performed by the Contractor on behalf of the Company that is not covered under the Contract, including, but not limited to, relocating, supporting, and/or protecting the Utility's facilities, and/or shifting the City facility if approved by the Engineer, and/or otherwise changing its operations to work in the presence of the Utility's facilities. Should the Utility elect this option, it must adequately define and provide an initial price offer for the work required to be performed.

2. For items not included in the Bid Items, PL Items, or JB Specialty Items ("Utility Extra Work"), the Utility and the Contractor will directly negotiate unit rates, lump sum amounts, or agree to payment on a Time and Material Basis. In this case, the requirements above for overruns apply for payment. The Utility may select whether the Extra Work will be paid under the appropriate JB FS Item or paid directly from the Utility, unless such payment would cause an overrun of the JB FS Item and the Extra Work will be paid directly from the Utility. In this case, the requirements above for overruns apply for payment. If Extra Work agreed to on a Time and Material Basis is not calculated in accordance with Article 26 of the Standard Construction Contract, this Extra Work must be paid directly to the Contractor by the Utility.

In order to facilitate the shared cost reconciliation between the City and the Utilities, the Contractor must provide details of all payments from the Utilities. These details must include the items, quantities, and amounts that are covered by the payment.

G. Overtime on Utility Work:

1. Acceleration of Utility Work

The Contractor will be paid under this article for Utility Work deemed necessary by the Commissioner (in consultation with the Utility) to accelerate Specific Utility Work Items during critical periods. Such accelerated Utility Work includes:

- A. 100% of the premium portions of overtime pay for working during non-scheduled work hours which must be defined as those hours of work outside the permissible hours stated in the original contract OCMC Traffic Stipulations; or,
- B. The premium portion of overtime pay for overtime actually worked beyond the 40-hour work week but within the permissible hours of work stated in the original contract OCMC Traffic Stipulations; or,
- C. All other incidental expenditures caused by modifications of project site regulations or administrative requirements ordered by the Commissioner (in consultation with the Utility) that result in additional costs to perform Contract Work as specified.

Such accelerated Utility Work must be paid for under the appropriate JB FS Item in accordance with the requirements of Articles 25 and 26 of the Standard Construction Contract.

Payment made under this article must cover the cost of all labor, materials, plant, equipment, insurance, and incidentals necessary to accelerate the work as ordered by the Commissioner (in consultation with the Utility).

This article may only be applied to Utility Work performed prior to Substantial Completion of the Project.

2. Overtime on Price List Work

When Price List Work is performed off shift or on weekends, 100% of the premium portions of overtime pay will be paid under this Section.

For clarity, overtime pay on Price List Work performed during the hours stated in the OCMC Traffic Stipulations included in the solicitation is eligible for reimbursement under this article.

Such overtime costs will be paid under the appropriate JB FS Item in accordance with the requirements of Articles 25 and 26 of the Standard Construction Contract, with no compensation for overhead and profit.

Payment made under this Section will cover the cost of all labor, materials, plant, equipment, insurance, and incidentals necessary to accelerate the work as ordered by the Commissioner (in consultation with the Utility).

This article may only be applied to Utility Work performed prior to Substantial Completion of the Project.

SECTION A.3 - Standard Specifications for Joint Bid Work

A. The Contractor is be responsible for performing work in accordance with the Private Utilities reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN", dated August 1, 2005, as amended below and in Section C.

B. 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 will be only as per the task performed."

C. 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 will be of controlled low strength material (CLSM) in compliance with requirements of Section 7.18, and its cost will be deemed included in this item."

D. 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."

E. 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 will be of controlled low strength material (CLSM) backfill in compliance with Section 7.18 in the Standard Highway Specifications, and its cost will be deemed included in this item."

F. 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."

G. Section JB 350 is not applicable and deemed deleted. The Contractor will not be paid separately to modify means and methods around overhead utilities; those costs must be included in the prices bid for all work.

H. Section JB 900 is not applicable and deemed deleted.

SECTION A.4 – Resolution of Certain Disputes Arising Between the Contractor and the Utilities
(Appendix “JB-A”)

A.1.0 Applicability. In recognition of the usefulness of a process of alternative dispute resolution for its efficiency, speed and cost-effectiveness in managing conflict and settling disputes that may arise under, or by virtue of, these special provisions of Joint Bidding, the City and Utilities have agreed to the procedures set forth in this **Appendix “JB-A.”** Accordingly, this **Appendix “JB-A”** will apply to disputes between the Contractor and the Utilities that arise in relation to this Contract, except for those disputes between the Contractor and the Utilities relating to delay claims, as described in Section A.1, Article F of these JB-Pages.

A.1.1 The Utilities’ Responsibilities. If the Utility identifies an issue in the payment requisition for the Utility Work, the Utility will immediately notify the City and the Contractor by a written notice. After sending such written notice, the Utility agrees to meet with the Contractor to resolve the issue. If the issue cannot be resolved, then the Utility or the Contractor will seek to resolve the issue through the arbitration process as set forth herein.

A.1.2 No Extra Or Disputed Work. If the Utility determines that the alleged extra Utility Work or the disputed Utility Work is part of the City’s Contract Documents and denies the Contractor’s claim or request for a change order, then after receiving the Utility’s written response, the Contractor will either accept the Utility’s determination or immediately seek to have the issue resolved through the arbitration process as set forth herein.

A.1.3 Extra Work. If the Utility determines that there is extra Utility Work, the extra Utility Work will be paid for based on the contract rates as set forth in A.2 of these JB-Pages. If all or a portion of the agreed upon extra Utility Work items are not in the contract rates, then the Utility and the Contractor will negotiate the cost of the extra Utility Work with each other with the understanding that the performance of Public and Utility Work will continue during all negotiations and discussions. If the parties reach an agreement on cost for the extra Utility Work, then the Contractor and the Utility will submit to the City’s RE a copy of the agreed upon prices together with supporting documentation. If the parties do not reach an agreement on cost for the extra Utility Work, then the parties will immediately arbitrate the issue as set forth herein.

A.2.0 Joint Bid Projects. Disputes that arise under this Appendix, as described above in paragraph A.1.0, will be resolved in accordance with the provisions of this **Appendix “JB-A”**. **Appendix “JB-A”** will NOT apply to any disputes between the City and the Contractor, or any disputes between the City and the Utilities. Since the arbitration of Utility interference disputes, as described in Article A.1.0 above, is a matter solely between the Utilities and the Contractor, and since the parties agree to reduce or eliminate any costs to the City relating to any arbitration pursuant to this **Appendix “JB-A”**, the parties hereby agree that:

A.2.1 The City will not be a party in the arbitration process;

A.2.2 Neither the Contractor nor the Utilities will call as a witness in the arbitration process any City employee, agent or consultant, including the City’s RE, his staff or City inspection personnel;

A.2.3 The City will not be responsible for any costs, fees or monetary awards or price adjustments associated in any way with the arbitration process described in this **Appendix “JB-A”**; and

A.2.4 Notwithstanding Articles A.2.1 and A.2.2, the City’s obligation to furnish information to the parties will be limited to those requests as set forth under the New York State Freedom of Information Law, as amended.

A.3.0 Pre-Arbitration Procedures.

A.3.1 Should a dispute arise between any Utility and the Contractor pursuant to Article A.1.0 of this Appendix, the disputing party will notify the City and the other party in writing within two (2) Business Days of the dispute that a dispute exists, and briefly describe; (i) the nature of the dispute; and (ii) the proposed resolution and rationale supporting its proposal.

A.3.2 After notifying the City of the dispute, the disputing parties will have fifteen

- (15) Business Days to meet, discuss the issues, exchange documents and/or exchange offers with due diligence and in good faith in order to reach an agreement and resolve the dispute.
- A.3.3. If the disputing parties reach an agreement, they will immediately notify the City in writing that the dispute has been resolved and describe the terms of the resolution.
- A.3.4. If the disputing parties have not reached an agreement within fifteen (15) Business Days of the date the City was first notified of the dispute, the Contractor will, within five (5) Business Days thereafter, submit to the Utility a written Final Offer, which will consist of: (i) a description (e.g., units and quantities) of all reasonable and necessary disputed work or extra work which the Contractor contends are not covered by application of the contract rates; and (ii) a detailed breakdown of the Contractor's proposed prices (e.g., unit prices and quantities) for such work.
- A.3.5. Upon receipt of the Contractor's Final Offer, the Utility will, within five (5) Business Days, either accept the Contractor's Final Offer or submit to the Contractor a written Final Offer which will consist of: (i) a description (e.g., units and quantities) of all reasonable and necessary disputed work or extra work, if any; and (ii) a detailed breakdown of the Utility's proposed prices (e.g., unit prices and quantities) for such work, if applicable.
- A.3.6. Once Final Offers have been exchanged by the parties, they may not be modified or withdrawn by either party except by mutual agreement or final settlement of the dispute.
- A.3.7. Upon exchange of Final Offers, the Contractor will have three (3) Business Days, to either accept or reject the Utility's Final Offer. If the Contractor rejects the Utility's Final Offer, then either the Contractor or the Utility will submit the dispute to the American Arbitration Association ("AAA") to be resolved in accordance with the Construction Industry Arbitration Rules ("Rules") in effect on the date the arbitration is initiated, except as such Rules are modified herein.
- A.3.8. Each of the steps described above will be a condition precedent to the obligations of the parties in succeeding steps. Since **Time is of the Essence**, should either party fail to comply with any of the pre-arbitration procedures described above, that party will be deemed to be in default. If, upon receipt of written notice of default by the other party, the defaulting party has not cured the default within three (3) Business Days, the other party may proceed to arbitration solely on the issue of whether the defaulting party was in default of these pre-arbitration procedures. If, after hearing evidence, the arbitrator(s) determine that the defaulting party was in default of these pre-arbitration procedures, then the arbitrator(s) will enter a final decision in favor of the other party in accordance with the Final Offer submitted by the other party or, if no Final Offer has been submitted prior to the default, according to the last written proposal submitted by the other party.
- A.4.0 General Provisions.
- A.4.1. The Utility agrees to pay for any disputed or extra Utility Work while the arbitration proceeding is pending based on the Utility's Final Offer.
- A.4.2. All determinations by the parties required by this **Appendix "JB-A"** will be clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination.
- A.4.3. The Utility agrees to copy the City on all communications involving the arbitration process and to notify the City of the final determination.
- A.4.4. The Utility agrees to pay the Contractor directly for any final settlement for extra Utility Work that may be agreed to by the Utilities and the Contractor or any final award for extra Utility Work issued by the arbitrator(s), less credits for any payments previously made by the Utility to the Contractor.
- A.4.5. All of the contract defined terms will apply here, as if they were re-stated herein.

- A.4.6 Since **Time Is Of The Essence** on all Joint Bid Projects, whenever there is a dispute pursuant to this **Appendix "JB-A"**, the terms of the City's Construction Contract will remain in full force and effect, and the Contractor will continue performing all of the Contract Work and the Utility Work as directed by the City.
- A.4.7 The timeframes set forth herein have been established to ensure that the Joint Bid Project does not stop for any disputes between the Contractor and the Utility.
- A.4.8 All of the timeframes are measured in Business Days, which include Monday, Tuesday, Wednesday, Thursday and Friday, but exclude holidays.
- A.4.9 For all disputes that arise under **Appendix "JB-A"**, the City's role will be limited to receiving copies of all written communications.
- A.4.10 The Contractor and all subcontractors hired by it agree to waive any rights they may have, if any, under law, equity, contract or otherwise to compel the City to assert any right the City may have, including the issuance of any directives or so-called "order outs" under the New York City Administrative Code, to require any or all of the Utilities to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove Utility facilities in connection with work to be performed under this contract. However, nothing in this Agreement will preclude the City from exercising its rights under the law, including the right to issue such a directive to a Utility.
- A.4.11 Each Utility will be named as an additional insured on all insurance policies required to be maintained by the Contractor in connection with the Joint Bid Project. The actual incremental cost, if any, to the Contractor of providing such insurance coverage will be borne by the Contractor. The Contractor will provide a written statement from its insurance provider documenting this added coverage to the Utility. Under no circumstances will the cost of insurance coverage on behalf of the Utility be borne by the City. Nothing in this paragraph will be interpreted to imply the City's acceptance of any additional responsibility or liability for any matter related to the performance of Utility Work. In particular, with regard to any Utility Work performed in accordance with or through this **Appendix "JB-A"**, the Utility and the Contractor bear joint and full responsibility to ensure that any Utility Work performed by the Contractor is in compliance with all applicable government and Utility regulations.

A.5.0 The Arbitration Procedures.

- A.5.1 Once the AAA has appointed an arbitrator(s), the arbitration will be scheduled as promptly as possible given the arbitrator(s) and the parties' schedules.
- A.5.2 No later than fourteen (14) calendar days prior to the first day of arbitration, the Utility and Contractor will submit to the arbitrator(s), and to each other, a summary of each party's respective position, all documentary, photographic or physical evidence on which the party intends to rely, and such other information as is deemed appropriate, along with a copy of each party's "Final Offer" as described above.
- A.5.3 The arbitration will be conducted and concluded in two (2) days.
- A.5.4 On the morning of the first (1st) day of the arbitration, Contractor and/or representatives will have 3½ hours to make a presentation of its claim to the arbitrator(s). During its presentation, Contractor will not be permitted to produce any evidence that has not already been provided to the Utility and the arbitrator(s) pursuant to Paragraph A.5.2, above. Contractor will be permitted to produce any analysis or description of its claim that has been prepared for the purpose of its presentation.
- A.5.5 After the Contractor's presentation, Utility and/or its representatives will have 2 hours to ask the Contractor questions about its claim and its presentation. Thereafter, the arbitrator(s) will have 2 hours to ask the Contractor questions about its claim and its presentation.

- A.5.6 On the morning of the second (2nd) day of the arbitration, Utility and/or its representatives will have 3½ hours to make a presentation of its claim to the arbitrator(s). During its presentation, the Utilities will not be permitted to produce any evidence that has not already been provided to the Contractor and the arbitrator(s) pursuant to Paragraph A.5.2, above. The Utility will be permitted to produce any analysis or description of its claim that has been prepared for the purpose of its presentation.
- A.5.7 After the Utility's presentation, the Contractor and/or its representatives will have 2 hours to ask the Utility questions about its claim and its presentation. Thereafter, the arbitrator(s) will have 2 hours to ask the Utility questions about its claim and its presentation.
- A.5.8 Subject to the above maximum time limitations set forth above, the arbitrator(s) may conduct the arbitration in such manner as the arbitrator(s) deems reasonable.
- A.5.9 The arbitrator(s) will then have one (1) week to select in writing, as the arbitrators' award, that party's Final Offer that appears to be more reasonable, based on the presentations at the arbitration hearings.
- A.5.10 The arbitrator(s) will have no discretion to grant an award other than one of the two (2) Final Offers submitted by the parties.
- A.5.11 The arbitration award will be final and binding upon the parties to the arbitration and judgment upon the award may be entered in a court having jurisdiction.
- A.5.12 Any award for work that has already been performed will be paid on the 7th day after receipt of the arbitrator's decision, or on the 30th day after completion of the work, whichever is later. Payment for work not yet completed at the time of the arbitrator's decision will be paid within thirty (30) calendar days of completion of work. Interest will accrue from the date payment is due at the rate of nine (9%) percent per annum. Either party may cause judgment to be entered in accordance with the decision of the arbitrator(s) in a court in the State of New York, County of New York.
- A.5.13 The Utility and the Contractor initially will share the arbitrator's(s') fees and any other costs of the arbitration equally. The non-prevailing party will then pay all arbitrator's(s') fees and costs of the arbitration and will reimburse the prevailing party for its share of such fees and costs theretofore paid.
- A.5.14 The parties may, at any time, settle any matter submitted to arbitration.
- A.5.15 Since **Time is of the Essence**, should any party, at any time after the dispute has been submitted for arbitration, materially fail to comply with: (i) the Rules, (ii) any of these arbitration procedures, or (iii) any procedural decisions by the arbitrator(s), then the arbitrator(s) will enter an order directing the party to cure its non-compliance within five (5) Business Days. If the party fails to comply with the order of the arbitrator(s) order within the five (5) Business Days, upon receipt of evidence that the non-complying party has failed to comply with the arbitrator's(s') order, the arbitrator(s) will enter a final decision in favor of the other party in accordance with the other party's Final Offer.

**END OF JB-PAGES SECTION A
(NO FURTHER TEXT ON THIS PAGE)**

SECTION B.
NYC JOINT BID ITEM PRICE LIST

NYCDDC Infrastructure Division - Joint Bid Utility Price List

Item No.	Item Description	Unit	Price
JB 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .1)	EACH	\$ 620
JB 100.2	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .2)	EACH	\$ 929
JB 100.3	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .3)	EACH	\$ 1,219
JB 100.4	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .4)	EACH	\$ 1,482
JB 100.5	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .5)	EACH	\$ 2,039
JB 100.6	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .6)	EACH	\$ 2,179
JB 100.7	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .7)	EACH	\$ 2,363
JB 101.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .1)	EACH	\$ 3,099
JB 101.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .2)	EACH	\$ 3,556
JB 101.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .3)	EACH	\$ 4,796
JB 101.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .4)	EACH	\$ 5,075
JB 101.5	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .5)	EACH	\$ 6,144
JB 101.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .6)	EACH	\$ 6,723
JB 101.7	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .7)	EACH	\$ 6,805
JB 102.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .1)	EACH	\$ 3,861
JB 102.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .2)	EACH	\$ 4,338
JB 102.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .3)	EACH	\$ 5,176
JB 102.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .4)	EACH	\$ 5,919
JB 102.5	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .5)	EACH	\$ 6,558
JB 102.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .6)	EACH	\$ 6,945
JB 102.7	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .7)	EACH	\$ 8,151
JB 103.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE .1)	EACH	\$ 4,525
JB 103.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE .2)	EACH	\$ 5,318

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NYCDDC Infrastructure Division - Joint Bid Utility Price List

Item No.	Item Description	Unit	Price
JB 103.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE 3)	EACH	\$ 6,616
JB 103.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMATER (TYPE 4)	EACH	\$ 7,779
JB 103.5	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMATER (TYPE 5)	EACH	\$ 9,308
JB 103.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMATER (TYPE 6)	EACH	\$ 9,978
JB 103.7	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMATER (TYPE 7)	EACH	\$10,648
JB 104.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE 1)	EACH	\$ 4,982
JB 104.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE 2)	EACH	\$ 5,510
JB 104.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE 3)	EACH	\$ 6,575
JB 104.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE 4)	EACH	\$ 7,388
JB 104.5	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE 5)	EACH	\$ 8,602
JB 104.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE 6)	EACH	\$ 9,000
JB 104.7	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE 7)	EACH	\$ 9,568
JB 105.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE 1)	EACH	\$ 5,343
JB 105.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE 2)	EACH	\$ 5,913
JB 105.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE 3)	EACH	\$ 7,304
JB 105.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE 4)	EACH	\$ 8,506
JB 105.5	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE 5)	EACH	\$10,209
JB 105.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE 6)	EACH	\$10,831
JB 105.7	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE 7)	EACH	\$10,150
JB 106.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE 1)	EACH	\$ 5,584
JB 106.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE 2)	EACH	\$ 6,161
JB 106.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE 3)	EACH	\$ 7,595
JB 106.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE 4)	EACH	\$ 8,828

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NYCDDC Infrastructure Division - Joint Bid Utility Price List

Item No.	Item Description	Unit	Price
JB 106.5	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .5)	EACH	\$10,460
JB 106.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .6)	EACH	\$11,090
JB 106.7	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .7)	EACH	\$11,719
JB 107.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .1)	EACH	\$ 5,894
JB 107.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .2)	EACH	\$ 6,583
JB 107.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .3)	EACH	\$ 8,017
JB 107.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .4)	EACH	\$ 9,305
JB 107.5	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .5)	EACH	\$11,170
JB 107.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .6)	EACH	\$11,598
JB 107.7	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .7)	EACH	\$12,026
JB 108.1	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .1)	EACH	\$ 945
JB 108.2	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .2)	EACH	\$ 1,627
JB 108.3	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .3)	EACH	\$ 2,317
JB 108.4	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .4)	EACH	\$ 2,959
JB 108.5	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .5)	EACH	\$ 3,450
JB 108.6	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .6)	EACH	\$ 3,864
JB 108.7	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .7)	EACH	\$ 4,735
JB 109.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .1)	EACH	\$ 1,370
JB 109.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .2)	EACH	\$ 1,904
JB 109.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .3)	EACH	\$ 2,576
JB 109.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .4)	EACH	\$ 3,298
JB 109.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .5)	EACH	\$ 3,822
JB 109.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .6)	EACH	\$ 4,284

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NYCDDC Infrastructure Division - Joint Bid Utility Price List

Item No.	Item Description	Unit	Price
JB 109.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .7)	EACH	\$ 4,440
JB 110.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .1)	EACH	\$ 1,786
JB 110.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .2)	EACH	\$ 2,302
JB 110.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .3)	EACH	\$ 2,971
JB 110.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .4)	EACH	\$ 3,753
JB 110.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .5)	EACH	\$ 4,391
JB 110.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .6)	EACH	\$ 5,050
JB 110.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .7)	EACH	\$ 5,906
JB 111.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .1)	EACH	\$ 2,224
JB 111.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .2)	EACH	\$ 2,976
JB 111.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .3)	EACH	\$ 3,959
JB 111.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .4)	EACH	\$ 5,038
JB 111.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .5)	EACH	\$ 5,947
JB 111.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .6)	EACH	\$ 6,745
JB 111.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .7)	EACH	\$ 8,427
JB 112.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .1)	EACH	\$ 2,220
JB 112.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .2)	EACH	\$ 2,877
JB 112.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .3)	EACH	\$ 3,993
JB 112.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .4)	EACH	\$ 5,147
JB 112.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .5)	EACH	\$ 6,037
JB 112.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .6)	EACH	\$ 6,794
JB 112.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .7)	EACH	\$ 8,029
JB 113.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .1)	EACH	\$ 2,557

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NYCDDC Infrastructure Division - Joint Bid Utility Price List

Item No.	Item Description	Unit	Price
JB 113.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .2)	EACH	\$ 3,464
JB 113.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .3)	EACH	\$ 4,602
JB 113.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .4)	EACH	\$ 5,784
JB 113.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .5)	EACH	\$ 6,644
JB 113.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .6)	EACH	\$ 7,488
JB 113.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .7)	EACH	\$ 8,714
JB 114.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .1)	EACH	\$ 2,699
JB 114.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .2)	EACH	\$ 3,897
JB 114.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .3)	EACH	\$ 5,850
JB 114.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .4)	EACH	\$ 7,595
JB 114.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .5)	EACH	\$ 8,990
JB 114.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .6)	EACH	\$ 9,950
JB 114.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .7)	EACH	\$10,260
JB 115.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .1)	EACH	\$ 3,112
JB 115.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .2)	EACH	\$ 4,458
JB 115.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .3)	EACH	\$ 6,569
JB 115.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .4)	EACH	\$ 8,658
JB 115.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .5)	EACH	\$10,240
JB 115.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .6)	EACH	\$11,241
JB 115.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .7)	EACH	\$11,633
JB 116.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .1)	EACH	\$ 3,377
JB 116.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE 2)	EACH	\$ 4,852
JB 116.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .3)	EACH	\$ 7,016

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NYCDDC Infrastructure Division - Joint Bid Utility Price List

Item No.	Item Description	Unit	Price
JB 116.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE 4)	EACH	\$ 9,344
JB 116.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE 5)	EACH	\$11,085
JB 116.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE 6)	EACH	\$12,198
JB 116.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE 7)	EACH	\$12,592
JB 200	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES	L.F.	\$ 261
JB 225.1A	INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EACH	\$ 4,352
JB 225.1B	INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES AT AN ADDITIONAL DEPTH OF UP TO 3 FEET	EACH	\$ 4,925
JB 225.2A	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EACH	\$ 2,176
JB 225.2B	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES AT AN ADDITIONAL DEPTH OF UP TO 3 FEET	EACH	\$ 2,749
JB 225.3A	REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EACH	\$ 1,998
JB 300A	SPECIAL CARE EXCAVATION AND BACKFILLING FOR TRANSMISSION MAINS (TRANSMISSION MAIN IS DESCRIBED AS ANY GAS MAIN WITH A MAOP GREATER THAN 124-PSIG)	C.Y.	\$ 338
JB 300.1	SPECIAL CARE EXCAVATION AND BACKFILLING IN TRENCH LESS THAN 5' DEEP	C.Y.	\$ 281
JB 300.2	SPECIAL CARE EXCAVATION AND BACKFILLING IN TRENCH GREATER THAN 5' DEEP	C.Y.	\$ 319
JB 301	SPECIAL CARE EXCAVATION AND BACKFILLING FOR OIL-O-STATIC PIPE	C.Y.	\$ 427
JB 303	FURNISH, DELIVER AND INSTALL TYPE 3/8 CLEAN SAND BACKFILL	C.Y.	\$ 224
JB 306	SPECIAL CARE EXCAVATION AND BACKFILLING WITHIN A CITY TRENCH	C.Y.	\$ 294
JB 330E	SUPPORT AND PROTECTION OF UTILITY FACILITIES DURING EXCAVATION	L.F.	\$ 192
JB 330G	SUPPORTS FOR PARALLEL FULLY EXPOSED GAS MAINS IN TRENCH	EACH	\$ 1,764
JB 330T1	SUPPORT AND PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN PARALLEL COMMUNICATION FACILITIES LIE COMPLETELY IN THE PROPOSED CITY TRENCH	L.F.	\$ 166
JB 330T2.1	COMMUNICATIONS FACILITY OPERATOR(S) REQUESTS THE TRENCH BE WIDENED	L.F.	\$ 373
JB 330T2.2	COMMUNICATION FACILITY OPERATOR(S) REQUESTS THE TRENCH / SHEETING BE MODIFIED	L.F.	\$ 483

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NYCDDC Infrastructure Division - Joint Bid Utility Price List

Item No.	Item Description	Unit	Price
JB 351	INSTALL AND REMOVE "A" FRAME ON UTILITY POLES	EACH	\$ 1,533
JB 400	TEST PITS FOR UTILITY FACILITIES	C.Y.	\$ 355
JB 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES	C.Y.	\$ 380
JB 401A	SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES CONNECTED TO THE BASE PAVEMENT	C.Y.	\$ 378
JB 401AC	SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF CABLE TV FACILITIES CONNECTED TO THE BASE PAVEMENT	C.Y.	\$ 378
JB 401AT	SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF TELECOMMUNICATION FACILITIES CONNECTED TO OR NEAR THE BASE PAVEMENT	C.Y.	\$ 378
JB 402.1	EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	\$ 76
JB 402.1A	EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	\$ 87
JB 402.2	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	\$ 50
JB 402.2A	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	\$ 62
JB 402T.1	EXISTING CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	\$ 76
JB 402T.1A	EXISTING CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	\$ 83
JB 402T.2	EXISTING NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	\$ 55
JB 402T.2A	EXISTING NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	\$ 71
JB 402T.3	ACM REMOVAL AND DISPOSAL OF VERIZON/ECS CONDUITS WITH ASBESTOS CONTAINING MATERIAL TRANSITE PIPES (ACM-TP) UP TO AND INCLUDING 4" DIAMETER	L.F.	\$ 107
JB 402T.J1	EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT - JOINTS BROKEN OUT AND CONDUITS REMAIN INTACT	L.F.	\$ 76

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NYCDDC Infrastructure Division - Joint Bid Utility Price List

Item No.	Item Description	Unit	Price
JB 402T.J1A	EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT - JOINTS BROKEN OUT AND CONDUITS REMAIN INTACT	L.F.	\$ 86
JB 402T.J2	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT - JOINTS BROKEN OUT AND CONDUITS REMAIN INTACT	L.F.	\$ 63
JB 402T.J2A	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT - JOINTS BROKEN OUT AND CONDUITS REMAIN INTACT	L.F.	\$ 71
JB 402T.R1A	EXISTING CONCRETE ENCASED STEEL/IRON CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	\$ 79
JB 402T.R2A	EXISTING NON - CONCRETE ENCASED STEEL/IRON CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	\$ 63
JB 402T.V1	EXISTING VACANT CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	\$ 78
JB 402T.V1A	EXISTING VACANT CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	\$ 53
JB 402T.V2	EXISTING VACANT NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	\$ 65
JB 402T.V2A	EXISTING VACANT NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	\$ 73
JB 405.1	TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS LESS THAN FIVE FEET	C.Y.	\$ 398
JB 405.2	TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS EQUAL TO OR GREATER THAN FIVE FEET, REQUIRING SHEETING	C.Y.	\$ 482
JB 406	EXCAVATION FOR UTILITY STRUCTURE	C.Y.	\$ 332
JB 410.1	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES UP TO AND INCLUDING 20% (TYPE .1)	C.Y.	\$ 397
JB 410.2	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 20% AND UP TO AND INCLUDING 40% (TYPE 2)	C.Y.	\$ 473
JB 410.3	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 40% AND UP TO AND INCLUDING 60% (TYPE 3)	C.Y.	\$ 553

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NYCDDC Infrastructure Division - Joint Bid Utility Price List

Item No.	Item Description	Unit	Price
JB 410.4	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 60% AND UP TO AND INCLUDING 80% (TYPE .4)	C.Y.	\$ 682
JB 410.5	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES UP TO AND INCLUDING 20% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .5)	C.Y.	\$ 772
JB 410.6	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 20% AND UP TO AND INCLUDING 40% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .6)	C.Y.	\$ 809
JB 410.7	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 40% AND UP TO AND INCLUDING 60% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .7)	C.Y.	\$ 897
JB 410.8	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 60% AND UP TO AND INCLUDING 80% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .8)	C.Y.	\$ 985
JB 450.1	CONSTRUCTION FIELD SUPPORT - SURVEY CREW (TYPE .1)	CREW/HR	\$ 382
JB 450.2	CONSTRUCTION FIELD SUPPORT - SMALL SIZE CREW (TYPE .2)	CREW/HR	\$ 538
JB 450.3	CONSTRUCTION FIELD SUPPORT - MEDIUM SIZE CREW (TYPE .3)	CREW/HR	\$ 1,294
JB 450.5	CONSTRUCTION FIELD SUPPORT - MEDIUM SIZE CREW (TYPE .5) PIPE-RIPPING SUPPORT	CREW/HR	\$ 1,089
JB 636 EA	ADJUSTMENT OF UTILITY HARDWARE (UNDER 7" WIDTH)	EACH	\$ 229
JB 636 EB	ADJUSTMENT OF UTILITY HARDWARE (7" TO UNDER 14" WIDTH)	EACH	\$ 385
JB 636 EC	ADJUSTMENT OF UTILITY HARDWARE (14" TO UNDER 30" WIDTH)	EACH	\$ 981
JB 636 ED	ADJUSTMENT OF UTILITY HARDWARE (30" TO UNDER 34" WIDTH)	EACH	\$ 1,029
JB 636 EE	ADJUSTMENT OF UTILITY HARDWARE (34" TO UNDER 41" WIDTH)	EACH	\$ 1,176
JB 636 EG	ADJUSTMENT OF UTILITY HARDWARE (41" TO UNDER 75" WIDTH)	EACH	\$ 1,323
JB 636 EH	ADJUSTMENT OF UTILITY HARDWARE (75" TO UNDER 125" WIDTH)	EACH	\$ 1,485
JB 636 EI	ADJUSTMENT OF UTILITY HARDWARE (125" TO UNDER 170" WIDTH)	EACH	\$ 1,638
JB 636 MA	ADJUSTMENT OF UTILITY HARDWARE 7" to 30" MILLING / RESURFACING	EACH	\$ 140
JB 636 MB	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (7" TO UNDER 14" WIDTH)	EACH	\$ 169
JB 636 MC	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (14" TO UNDER 30" WIDTH)	EACH	\$ 184
JB 636 MD	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (30" TO UNDER 34" WIDTH)	EACH	\$ 198

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NYCDDC Infrastructure Division - Joint Bid Utility Price List

Item No.	Item Description	Unit	Price
JB 636 ME	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (34" TO UNDER 41" WIDTH)	EACH	\$ 223
JB 636 MG	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (41" TO UNDER 75" WIDTH)	EACH	\$ 253
JB 636 MH	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (75" TO UNDER 125" WIDTH)	EACH	\$ 287
JB 636 MI	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (125" TO UNDER 170" WIDTH)	EACH	\$ 323
JB 636 SB	ADJUSTMENT TO UTILITY STEAM CASTINGS (UNDER AND INCLUDING 8" WIDTH)	EACH	\$ 263
JB 636 SC	ADJUSTMENT OF UTILITY STEAM CASTINGS (ABOVE 8" TO 34" WIDTH)	EACH	\$ 778
JB 700	SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER	C.Y.	\$ 146
JB 711	USE SHEETING LINE AS FORM	L.F.	\$ 7
JB 781	REMOVABLE CURB SIDEWALK PANEL FOR ACCESS TO UTILITY STRUCTURE OPENINGS	EACH	\$ 1,742
JB 798	MODIFICATION OF NON-CONCRETE YOKE TROLLEY STRUCTURES REMOVAL WHEN CROSSING UTILITY FACILITIES	L.F.	\$ 359
JB 799	MODIFICATION OF NON-CONCRETE YOKE TROLLEY STRUCTURES REMOVAL PARALLEL TO UTILITY FACILITIES	L.F.	\$ 113
JB 800	MODIFICATION OF CONCRETE YOKE TROLLEY STRUCTURE REMOVAL WHEN CROSSING UTILITY FACILITIES	L.F.	\$ 269
JB 801	MODIFICATION OF CONCRETE YOKE TROLLEY STRUCTURE REMOVAL PARALLEL TO UTILITY FACILITIES	L.F.	\$ 137
JB 802A	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	S.F.	\$ 6
JB 802B	SPECIAL CARE EXCAVATION AND RESOTRATION FOR CURB WORK	L.F.	\$ 13
JB 803.1	LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH RDWY REMOVAL (LINE CUT ASPHALT)	L.F.	\$ 12
JB 803.2	LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATIONS (LINE CUT ANY COMBINATION OF ASPHALT AND CONCRETE ROADWAY)	L.F.	\$ 24
JB 803.3	LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ASPHALT, CONCRETE AND BELGIAN BLOCK ROADWAY REMOVAL OPERATIONS	L.F.	\$ 34

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**END OF JB-PAGES SECTION B
(NO FURTHER TEXT ON THIS PAGE)**

SECTION C.
JOINT BID SPECIAL SPECIFICATIONS



GAS NOTES/PROVISIONS

PROJECT NO. SAND1048 – SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY, BROOKLYN

Special Care shall be taken during construction near National Grid's 16" – 350 PSI Steel Transmission Gas Line (STGL). The contractor shall minimize trench width and utilize approved sheeting to support and protect National Grid's 16" – 350 PSI STGL. Special Care hand excavation and backfilling shall be utilized for National Grid's 16" – 350 PSI STGL. Compensation for all support and protection of National Grid's 16" – 350 PSI STGL shall be made through Joint Bid Item 300A. Excavation near or exposing National Grid's 16" – 350 PSI STGL shall not be performed between November 1 – March 30.

LOCATIONS:

- SHEET U6 & U7: 29TH STREET BTWN 2ND AVE & 3RD AVE
 - 16" – 350 PSI Steel Transmission Gas Line

National Grid

JB502 - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. 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 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/KeySpan Energy 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 400) 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 710).

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/KeySpan personnel who will remove the Coal Tar Wrap as per National Grid/KeySpan procedures. This work by National Grid/KeySpan 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, 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:

National Grid

JB502

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), and/or cutting 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 300. 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.

JB-C4

MODIFIED SPECIFICATIONS

The specifications listed below supersede the specifications found in the "Joint-BIDDING SPECIFICATIONS AND SKETCHES FOR MANHATTAN (ISSUED: AUGUST 1st, 2005)".

Verizon:

Specification	Superseded Specifications
JB-225	JB-225.1A, JB-225.1B, JB-225.2A, JB-225.2B, & JB-225.3A
JB-300	JB-300.1, & JB-300.2
JB-306	JB-306
JB-351T	JB-351T
JB-401	JB-401
JB-402T	JB-402.1, JB-402T.1A, JB-402T.2, JB-402T.2A, JB-402T.R1A, JB-402T.R2A, JB-402T.V1, JB-402T.V1A, JB-402T.V2, JB-402T.V2A, JB-402T.J1, JB-402T.J1A, JB-402T.J2, & JB-402T.J2A
JB-402T.3	JB 402T.3
JB-403T	JB-403T
JB-404	JB-404
JB-405	JB-405.1, & JB-405.2
JB-450	JB-450
JB-603T	JB-603T.1, JB-603T.2, JB-603T.3, JB-603T.4, JB-603T.5, JB-603T.6, JB-603T.7, JB-603T.8, & JB-603T.9
JB-636E	JB-636E EA, JB-636 EB, JB-636 EC, JB-636 ED, JB 636 EE, JB 636 EG, JB-636 EH, & JB 636 EI
JB-636 M	JB-636 MA, JB-636 MB, JB-636 MC, JB-636 MD, JB 636 ME, JB-636 MH, JB-636 MI, & JB-636 SMC
JB-638NT	JB-638NT
JB-638RT	JB-638RT
JB-798	JB-798
JB-799	JB-799
JB-800	JB-800
JB-801	JB-801
JB-802	JB-802A, & JB-802B
JB-803	JB-803

JB 225 – INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES

A. Description

Under this section, the Contractor shall provide all incremental labor, materials, equipment, insurance and incidentals required to support and/or protect the integrity of utility facilities required during the excavation, installation and removal of catch basins within maximum excavation limits shown on sketch JB 225. This shall include but not be limited to the following types of utility facilities:

1. Conduits
2. Cables
3. Concrete encased conduit duct banks
4. Steel pipes
5. Steam facilities
6. Oil-o-static facilities, and
7. Non-Cost sharing gas facilities

encroaching the catch basin excavation and sheeting lines as described further in this section and attached sketch JB 225.

B. Materials

Furnish slurry fill or backfill as required. All materials used to support and protect utility facilities shall be as indicated on standard Sketches JB 100A, JB 100B, JB 100C, JB 100C-1, JB 100D, JB 100E and JB 100F, contained elsewhere in these specifications, shall be supplied by the Contractor and approved by the facility operator(s).

C. Methods of Construction

The Contractor shall use sheeting methods that permit maintenance, support and protection of all utility facilities covered by this section. It is the intent of this item to support, maintain and protect any and all combinations and configurations of utility facilities located within limits indicated on sketch JB 225. For the construction of Type III catch basins, the spillway shall be constructed in a separate stage where the excavation limits may be waived after the basin structure has been installed and backfilled. Excavation for the spillway shall not exceed 3' beyond the exterior finished surface of the proposed spillway. Excavation method for spillway construction shall be done by hand. Utility facilities located within the catch basin footprint, are not covered by this section and shall be removed or adjusted by the Contractor under other JB items or by facility operator at their own expense. This section shall then cover the adjusted facilities.

Utility facilities located beyond the established maximum payment limits are not affected by work specified and shall not be disturbed during any type of catch basin installation and/or removal. Contractor shall be solely and totally responsible for support, maintain and protect, any disturbances and/or any damages to such facilities at his expense. 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 hand excavation methods (pick

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and shovel and/or hand held power tools) directly below the pavement base to expose the facilities and to ascertain the spatial relationships and/or dimensions of these utilities with respect to the proposed excavation. Upon exposing the affected utilities as determined solely by the facility operator(s), the Contractor shall be permitted to proceed with a combination of hand and machine excavation, as appropriate, within a zone of protection whose limit shall be defined as a perimeter located one foot from the outside face of each utility interference.

D. Method of Measurement

The quantity to be measured for payment shall be each basin where utility facilities are located within the limits indicated on sketch JB 225. Utility facilities located within the catch basin footprint shall be removed or adjusted by the contractor under other JB items. This section shall then cover the adjusted facilities. Payment will be made only one time at locations where a new catch basin is to be installed at the same location as a preexisting catch basin as specified on contract drawings. For the purpose of this item, "same location" shall mean within 10ft of the preexisting basin location.

JB 225.1A – Installation and removal of catch basins with utility interferences (EA)

JB 225.1B – Installation and removal of catch basin with utility interference at an additional depth of up to 3 feet (EA)

JB 225.2A – Installation of catch basins with utility interferences (EA)

JB 225.2B – Installation of catch basins with utility interferences at an additional depth of up to 3 feet (EA)

JB 225.3A – Removal of catch basins with utility interferences. This item shall be applied only in situations where the catch basin is being removed and not replaced. This item requires complete removal of the catch basin including the floor. (EA)

E. Price to Cover

For JB items 225.1A & 225.2A – The price shall cover the cost of all labor, material, equipment, insurance and incidentals necessary to completely support and protect and maintain the integrity of the utilities without disruption of service to the customers and in accordance with other types of utility items. The price shall also include the cost of: supports, slings and beams installed for utility support; changes of sheeting method and configuration where necessary to accommodate the utility; a combination of hand and machine excavation within the payment limits specified; the disposal of excess backfill material; the placing of backfill material adjacent to catch basins within the maximum payment limits shown on sketch JB 225; backfilling and compacting around over, under and in between utility facilities; installation and removal of sheeting around facilities; support and protection of utility facilities encountered during construction of the spillway. The price shall also cover any additional excavations including hand and hand and machine excavations under and in between single and multiple facilities; and/or in between utility facilities and other existing structures. The unit price shall be deemed to cover all incremental cost for all labor, material, equipment, and incidentals necessary to excavate, install and/or remove specified catch basins while completely supporting, protecting, maintaining and/or adjusting the catch basin to accommodate the integrity of the encroaching utility facilities without disruption of service to the customers in accordance with the contract documents. All cost to support maintain, protect, and accommodate the integrity of utility facilities shall be deemed included in the price for this item. The price shall also cover all additional restricted excavating, sheeting, backfilling, and

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compaction around, over, under, and between utility facilities and all other existing structures and/or newly installed and/or removed catch basin.

For JB items 225.1B and .2B – The price to cover shall include all work as described in price to cover for JB 225.1A and .2A plus installation of the catch basin at an additional depth of up to three feet. 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. Payment will be made only one time if the Contractor elects to install new basins next to existing basins to accommodate their operations. No payment will be made for the removal of the existing basins if performed at a later sequence.

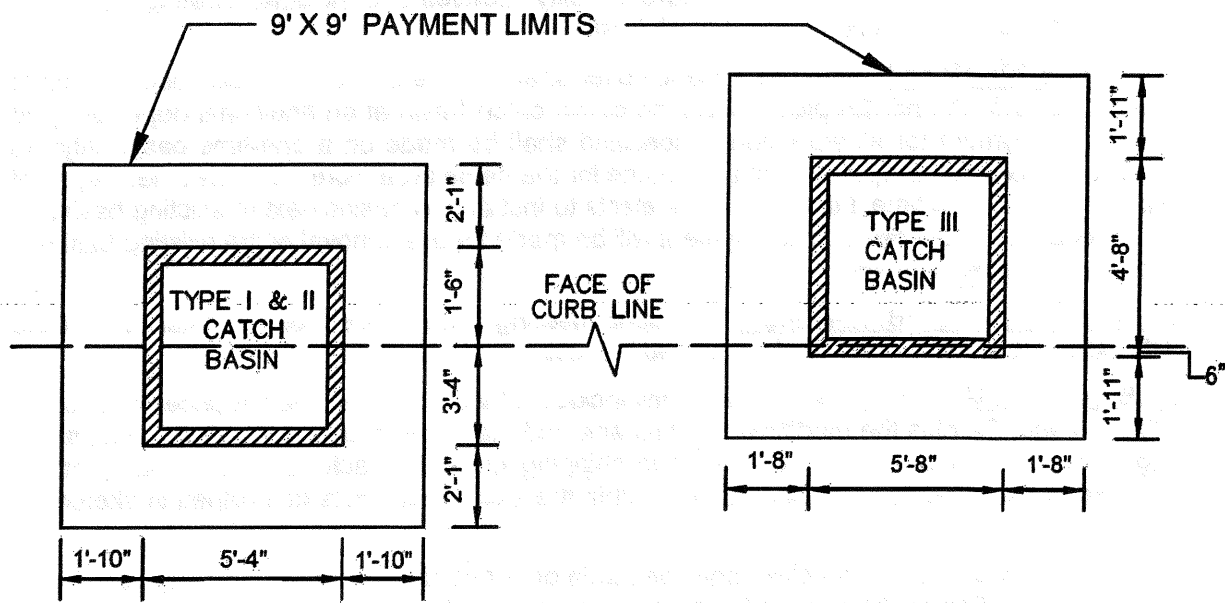
For JB items 225.1A, .1B, .2A, and .2B - if tight sheeting is not utilized for the installation of the catch basin this JB pay item shall be reduced by 60%.

For JB item 225.3A – The price to cover shall include all work as described in price to cover for JB 225.1A and .2A plus the modification of means and methods for the removal of catch basins using hand tools including but not limited to chipping guns and jack hammers when work is performed in the presence of utility facilities within the excavation limits as outlined in sketch JB 225.

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. Payment will be made only one time if the Contractor elects to install new basins next to existing basins to accommodate their operations. No payment will be made for the removal of the existing basins if performed at a later sequence.

F. References

1. Sketches JB 225, JB 100A, JB 100B, JB 100C, JB 100C-1, JB 100D, JB 100E and JB 100F
2. NYS Industrial Code Rule 753



CATCH BASIN ORIENTATION TO CURB LINE WITH PAYMENT LIMITS CONCENTRIC TO BASINS
N.T.S.

JB 225 PAY LIMITS

CATCH BASIN TYPE	DIMENSION TO UTILITY FACILITY PARALLEL FROM FACE OF CURB INTO STREET	DIMENSION TO UTILITY FACILITY PARALLEL FROM FACE OF CURB INTO SIDEWALK	DIMENSION TO UTILITY FACILITY PERPENDICULAR TO CURB FROM FACE OF CATCH BASIN
TYPE I & II TYPE III	3'-6" TO 5'-5" 0'-8" TO 2'-5"	1'-8" TO 3'-7" 4'-10" TO 6'-7"	0'-2" TO 1'-10" 0'-2" TO 1'-8"

NOTES:

FOR EXCAVATIONS GREATER THAN 9'X9', THE CONTRACTOR SHALL SUPPORT ALL UTILITIES AS SPECIFIED UNDER THE VARIOUS ITEMS WITH NO ADDITIONAL COMPENSATION FROM THE IMPACTED UTILITIES. PAYMENT UNDER THIS ITEM SHALL INCLUDE MODIFICATION OF SHEETING METHODS TO SUPPORT UTILITY FACILITIES PARTIALLY WITHIN THE PAYMENT LIMITS SPECIFIED.

ACCOMODATION OF UTILITY FACILITIES DURING CATCH BASIN INSTALLATIONS

LAST REVISION
2/27/2016

SKETCH NO.
JB 225

JB 300 - SPECIAL CARE EXCAVATION AND BACKFILLING

A. Description

Under this section, the Contractor shall provide all incremental labor, materials, equipment, insurance and incidentals required for trench excavation when protecting and maintaining and accommodating the integrity of utility facilities, including but not limited to:

1. Conduits
2. Cables
3. Structures
4. Concrete encased conduit ductbanks
5. Steel pipes
6. Steam facilities
7. Non-cost sharing gas facilities

of various sizes and configurations, encroaching (partially exposed) or paralleling (not exposed) within 6 inches of the approved city trench lines for all phases of contract excavation as shown on contract drawings and/or as encountered during construction, except excavations to the ultimate depth for curbs, sidewalks and roadway/base/sub-base removal which are covered under other JB items. This item shall also apply to facilities that cross excavations for water service installation and extensions or excavations for water tap searches. The items specified under this section shall not be measured for payment in conjunction with any other types of utility items. All work shall be performed in accordance with contract plans, specifications, sketches JB 300A and JB 300B and at the direction of the facility operator(s).

B. Materials – N/A

C. Method of Construction

The Contractor shall maintain and protect and accommodate the integrity of all utility facilities encroaching/paralleling within excavations as schematically shown on sketches JB 300A and JB 300B. 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 hand excavation methods (i.e. pick and shovel or hand held power tools) directly below the pavement base to expose the facilities and ascertain the spatial relationships and/or dimensions of these utilities with respect to the proposed excavation. Upon exposing the affected utilities sufficiently as determined solely by the facility operator(s), the Contractor shall be permitted to proceed with a combination of hand and machine excavation, as appropriate, within a zone of protection whose limit shall be defined as a perimeter located one foot from the outside face of each utility encroaching.

D. Method of Measurement

The unit price for this work item shall be based on the volume (C.Y.) of special care excavation calculated as follows:

- For paralleling facilities (not exposed) within six inches of city trench line: The area for payment shall be measured horizontally from the face of the excavation plus one foot towards the center

of trench and vertically from bottom of the roadway to the bottom of the trench, multiplied by the length of the paralleling utility facility as indicated in sketches JB 300A and JB 300B.

- **For encroaching facilities:** The area for payment shall be measured horizontally as the width of the encroaching facility plus one foot towards the center of the trench and vertically from the bottom of the roadway to the bottom of the trench, multiplied by the length of the encroaching utility facility as indicated in sketches JB 300A and JB 300B.
- **For facilities crossing water service excavations:** Depth as defined above multiplied by the width taken as the outside diameter width of structure plus one foot on either side, multiplied by the length of the exposed facility inside the trench.

The volume calculation shall in all cases include, the volume occupied by the utility proper within the payment area described above. Overlapping volume dimensions measured as described above may occur when multiple utilities are encroaching trench excavations. In such cases, all such utilities shall be counted as one utility limited by the maximum encroachment of pipes, conduit(s), and conduit banks faces. The volume shall then be calculated as described above and shown on sketches JB 100E, JB 300A and JB 300B. Utilities identified as abandoned by the facility operator prior to beginning of excavation, are not included for payment under this item.

JB 300.1 – Special care excavation and backfilling for utility facilities in city trenches less than 5' in depth

JB 300.2 – Special care excavation and backfilling for utility facilities in city trenches 5' or greater in depth

E. Price to Cover

The price shall cover the cost of all labor, material, equipment, insurance and incidentals necessary to completely protect and maintain and accommodate the integrity of the facilities without disruption of service to the customers and in accordance with contract documents. The price shall also include the cost of modifications to typical work methods, including water tap search excavations and the use of such methods as hand excavation around existing single and multiple facilities; backfilling and compaction around, over and under the utilities including the use of special methods, installation and removal of sheeting from around the facilities, and traffic plates that may be required to temporarily close and/or complete the work.

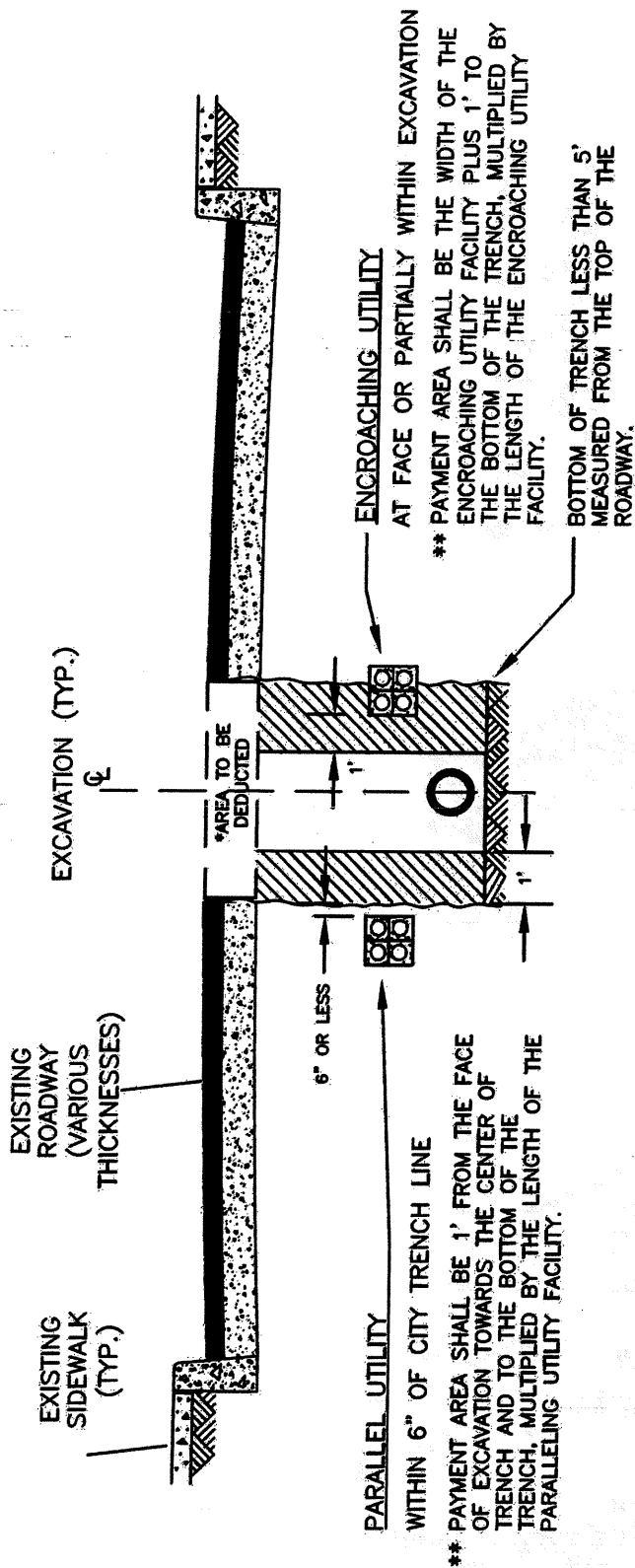
For item JB 300.1 – Depth shall be measured from the bottom of the existing roadway to the bottom of the trench up to a total trench depth of less than 5' measured from top of roadway.

For item JB 300.2 – Depth shall be measured from the bottom of the existing roadway to the bottom of the trench.

If the lowest utility facility is located at a depth less than 5' in a trench greater than 5' deep, then only item 300.1 shall apply. Only one payment for either 300.1 or 300.2 shall apply per trench wall.

F. References

1. Sketches JB 100E, 300A, JB 300B
2. NYS Industrial Code Rule 753



PROFILE

N.T.S.

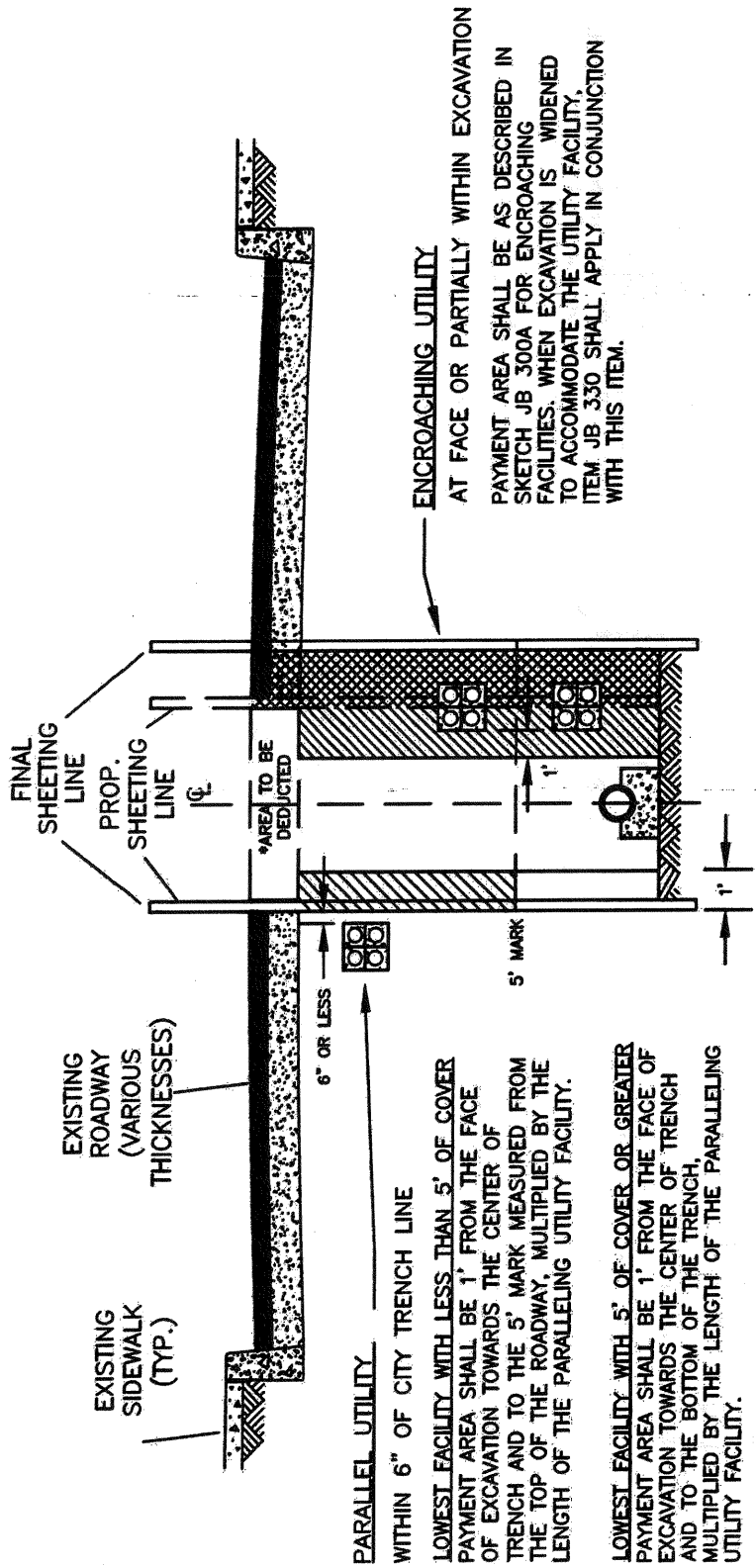
- NOTES:**
- * VOLUME OF ROADWAY SHALL BE DEDUCTED FROM PAYMENT AREA
 - ** ONLY ONE PAYMENT SHALL APPLY PER TRENCH WALL



PAYMENT AREA

JB-C23

UTILITY PARALLELING/ ENCROACHING IN CITY FACILITY TRENCH LESS THAN 5' IN DEPTH	
LAST REVISION 6/30/2015	SKETCH NO. JB 300 A





ENCROACHING UTILITY
 AT FACE OR PARTIALLY WITHIN EXCAVATION
 PAYMENT AREA SHALL BE AS DESCRIBED IN
 SKETCH JB 300A FOR ENCROACHING
 FACILITIES. WHEN EXCAVATION IS WIDENED
 TO ACCOMMODATE THE UTILITY FACILITY,
 ITEM JB 330 SHALL APPLY IN CONJUNCTION
 WITH THIS ITEM.

PARALLEL UTILITY
 WITHIN 6" OF CITY TRENCH LINE
 LOWEST FACILITY WITH LESS THAN 5' OF COVER
 PAYMENT AREA SHALL BE 1' FROM THE FACE
 OF EXCAVATION TOWARDS THE CENTER OF
 TRENCH AND TO THE 5' MARK MEASURED FROM
 THE TOP OF THE ROADWAY, MULTIPLIED BY THE
 LENGTH OF THE PARALLELING UTILITY FACILITY.
 LOWEST FACILITY WITH 5' OF COVER OR GREATER
 PAYMENT AREA SHALL BE 1' FROM THE FACE OF
 EXCAVATION TOWARDS THE CENTER OF TRENCH
 AND TO THE BOTTOM OF THE TRENCH,
 MULTIPLIED BY THE LENGTH OF THE PARALLELING
 UTILITY FACILITY.

NOTES:
 * VOLUME OF ROADWAY SHALL BE DEDUCTED FROM
 PAYMENT AREA
 ** ONLY ONE PAYMENT SHALL APPLY PER TRENCH
 WALL

PROFILE

N.T.S.

-  ITEM 300 PAYMENT AREA
-  ITEM 330 PAYMENT AREA

UTILITY PARALLELING/ ENCROACHING IN CITY FACILITY TRENCH 5' AND GREATER IN DEPTH	
LAST REVISION 10/05/2021	SKETCH NO. JB 300 B

JB 306 - SPECIAL CARE EXCAVATION AND BACKFILLING WITHIN A CITY TRENCH

A. Description

Under this section, the Contractor shall provide all incremental labor, materials, equipment, insurance and incidentals required for trench excavation when protecting and maintaining and accommodating the integrity of utility facilities, including but not limited to:

1. Conduits;
2. Cables;
3. Structures;
4. Conductors;
5. Concrete Encased Conduit Duct banks;
6. Steel Pipes; Steam facilities and
7. Non Cost Sharing Gas

of various sizes and configurations within the city trench. This item shall apply to excavations intended to search and locate utility facilities marked under NYS Industrial Code Rule 753 and not found. The contract items specified under this section shall not be measured for payment in conjunction with any other types of utility items. All work shall be performed in accordance with contract plans, specifications, and at the direction of the facility operator(s).

B. Materials – N/A

C. Method of Construction

The Contractor shall maintain, protect and accommodate the integrity of all utility facilities within excavations. 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 hand excavation methods (i.e. pick and shovel or hand held power tools) directly below the pavement base to expose the facilities and ascertain the spatial relationships and/or dimensions of these utilities with respect to the proposed excavation. Upon exposing the affected utilities sufficiently as determined solely by the facility operator(s), the Contractor shall be permitted to proceed with a combination of hand and machine excavation, as appropriate, within a zone of protection whose limit shall be defined as a perimeter located 12 inches from the outside face of each utility encroaching.

D. Method of Measurement

The unit price for this work item shall be based on the volume (C.Y.) of special care excavation calculated as follows:

- For locating utility facilities as directed by the facility operator which may or may not have marks in the street under NYS Industrial Code 753. The facility operator may at his sole discretion can direct the contractor to continue to excavate under this item to locate facilities outside the zone of protection of the marks as defined by industrial code 753 or if the utility representative has reason to believe an unmarked facility is present.

The volume calculation shall in all cases include, the volume occupied by the utility proper within the payment area described above. Overlapping volume dimensions measured as described above may occur when multiple utilities are encroaching trench excavations. In such cases, all such utilities shall be counted as one utility limited by the maximum encroachment of pipes, conduit(s), and conduit banks faces. The volume shall then be calculated as described above and shown on Sketch JB 300 A. Utilities identified as abandoned by the facility operator prior to the beginning of excavation, are not included for payment under this item.

E. Price to Cover

The price shall cover the cost of all incremental labor, material, equipment, insurance and incidentals necessary to completely protect and maintain and accommodate the integrity of the facilities without disruption of service to the customers and in accordance with contract documents. The price shall also include the cost of: modifications to typical work methods, loss of productivity due to slower rate of excavation including the use of such methods as hand excavation around existing single and multiple facilities; backfilling and compaction around, over and under the utilities including the use of special methods.

For item JB 0306 – Depth shall be measured from the bottom of the existing roadway to the bottom of the trench or the top of the utility facility (whichever is less). This item cannot be paid in conjunction with JB 100-116 for the same utility within the same excavation.

F. References

1. NYS Industrial Code Rule 753

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.

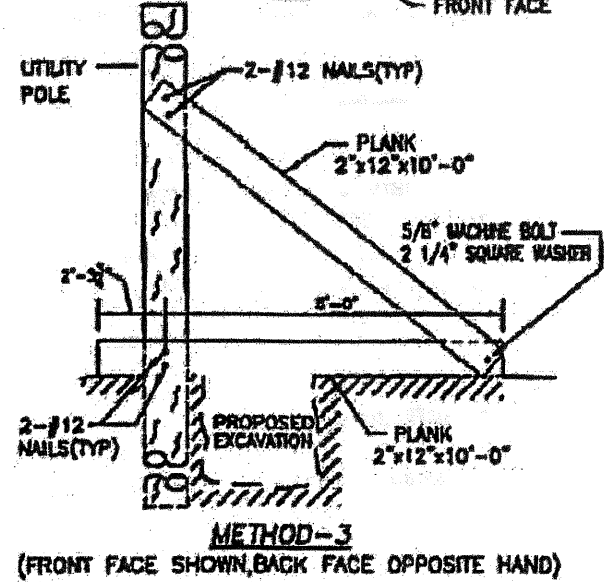
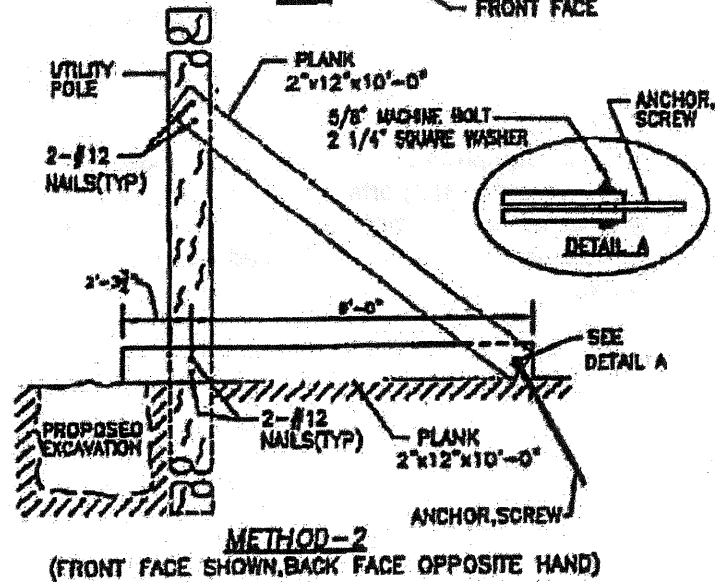
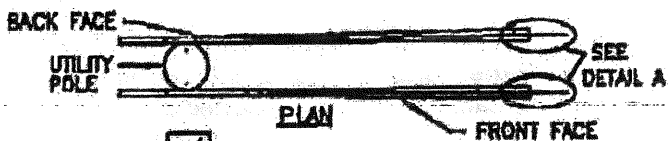
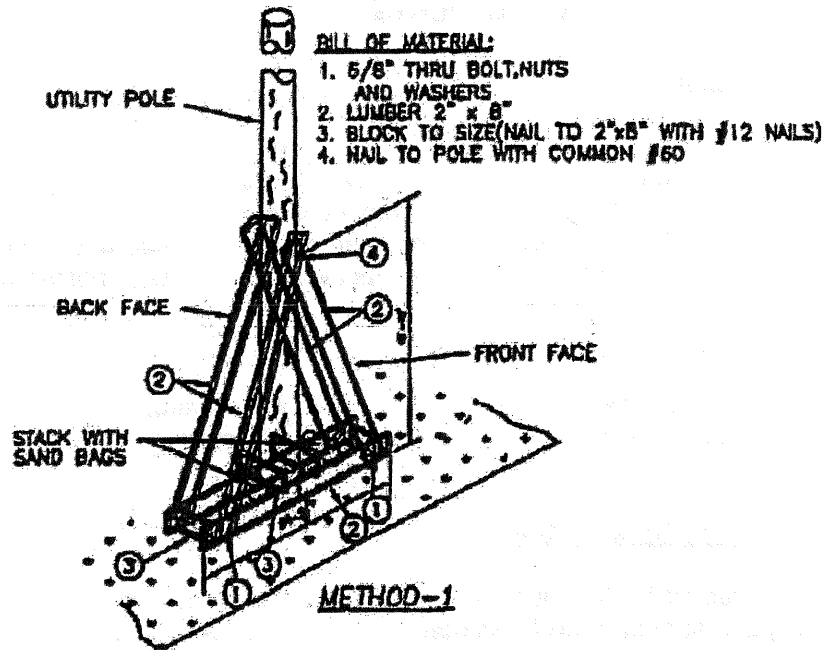
E. Price to Cover

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.

F. References

1. Sketch JB 351T

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.

JB SKETCH	
METHODS OF SHORING UTILITY POLES	
REVISIONS	CONTRACT NO.
3/7/18	SKETCH NO. JB 351T

JB 401 - TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES

A. Description

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to excavate by hand to locate and expose subsurface utilities encountered during construction in preparation for horizontal and vertical movement (covered by other Sections), and to support and maintain and protect the integrity of utility facilities including but not limited to:

1. Conduits;
2. Conductor(s) and/or cable(s);
3. Concrete Encased Conduit Bank(s);
4. Steel Pipe(s)

The trench to be excavated shall be determined by the size of the utility and the extent of adjustment required to avoid interferences as detailed on Sketch JB 402 A during all phases of contract work. The work shall be performed in accordance with the specifications, and at the directions of the facility operator in consultation with the Resident Engineer.

B. Materials

All materials used to support and maintain and protect shall be similar to those indicated on Sketches JB 100 A and 100 A-1 and shall be supplied by Contractor and be approved by the facility operator in consultation with the Resident Engineer.

C. Methods of Construction

The Contractor shall cut, break and remove various thickness of surface and base pavement, excavate by hand to expose, support and protect all utility facilities within the trench and then furnish and tamp backfill after work has been completed by the parties indicated under other Sections. 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 hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility. Upon exposing the affected utilities sufficiently to determine relationships and/or clearances at the sole discretion of the facility operator in consultation with the Resident Engineer, the Contractor shall be permitted to proceed with a combination of hand and machine excavation sufficiently to wingback all interferences of cable and conduit. The trench shall be adjusted so as to provide a nominal cover of 24" over the highest conduit. The width of the trench shall be as directed by the facility operator in consultation with the Resident Engineer. The bottom of the trench shall be graded smooth and tamped to minimize initial settlement and to avoid "point" support of conduits. All stones projecting into the trench bottom shall be removed, and the voids backfilled before conduits are placed. 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.

D. Method of Measurement

The Contractor shall be paid per cubic yard (C.Y.) of trench actually excavated to the limits directed as detailed in Sketch JB 402 A and to the satisfaction of the facility operator in consultation with the Resident Engineer. When two or more utility facilities requiring horizontal or vertical adjustment with different owners are in the same trench, the facility operators shall jointly determine the percentage of ownership of the trench.

E. Price to Cover

The price for excavation shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to completely expose, support and protect and maintain the integrity of the facilities without disruption of service to the customers and in accordance with the Contract Documents, associated maintenance of traffic, and traffic plates and sheeting that may be required, cut, break and remove various thickness of surface and base pavement, excavate by hand to expose existing structures, furnish, place and tamp backfill after required vertical and/or horizontal adjustments have been completed under other Sections. 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 other items. This item shall include cutbacks required for permanent restoration of trenches paid for under other items. The removal of abandoned pipes, conduits structures are covered under other items. The price shall also include the cost of locating and supporting and protecting all utilities encountered including slings and beams installed for utility support when required. The price shall include maintaining the sheeting for the duration of the relocation and work required by the facility operator including but not limited to pipe-ripping covered under JB 402T.

F. References

1. NYS Industrial Code Rule 753
2. Sketch JB 100 A and A-1
3. Sketch JB 402 A

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 contractor's 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.

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 contractor's 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 under this section and not restored shall be paid at 60% of the appropriate item in this section.

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, conduits (except iron/steel), support of cables/conduits, 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 potential delays and extended performance due to time allowance for the pipe-ripping operations.

The unit price shall include providing access to the facility operator pipe-ripping crews and 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 JB-402T covers access to the work site at all times for work required under this item.

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 402T.3 - ACM REMOVAL AND DISPOSAL OF VERIZON/ECS CONDUITS WITH ASBESTOS CONTAINING MATERIAL TRANSITE PIPES (ACM-TP) UP TO AND INCLUDING 4" DIAMETER

A. Description

Under this item the contractor shall provide all labor, equipment, transportation, insurance and incidentals to remove and dispose of asbestos containing material - transite pipe (ACM-TP).

The contractor shall strictly adhere to all environmental requirements and work practices and notifications specified under construction details.

The transite conduits (ACM-TP) to be removed contain active cables and these cables will remain active during the transite conduits removal.

All removal and disposal of ACM-TP shall be done by pre-qualified contractors (or sub-contractors) as specified under method of construction.

B. Materials

The contractor shall supply separate dumpsters to be used exclusively for the removal and disposal of the ACM-TP and all other materials such as bagging, dumpster linings, respirators and filters, enclosures and all other incidental material required for the removal and disposal of the Verizon/ECS ACM-TP in accordance with laws, rules and regulations of Federal, State or local agencies.

C. Method of Construction

a. Work Scope

Removal of concrete encased conduits shall be accomplished by hand held chipping hammers. The removal should be in a pre-identified operation in order to minimize the potential release of airborne asbestos fibers from the ACM-TP.

b. Notification And Variance

Verizon/ECS is required by the New York City Department of Environmental Protection (NYCDEP) to obtain a site specific variance.

The contractor shall prepare the variance application letter and the NYCDEP Form ACP-9 and will submit them to the NYCDEP not sooner than four (4) weeks prior to the start of the ACM-TP removal.

The contractor is responsible for preparing the NYCDEP Form ACP-7 together with NYCDEP Form ACP-9 as the applicant and providing these forms to Verizon/ECS for review and signature prior to submittal to the NYCDEP seven

(7) weeks prior to the commencement of the project (Notice to begin construction).

The contractor shall prepare the New York State Department of Labor (NYSDOL) notification Form DOSH-483 prior to submittal to the NYSDOL at least four (4) weeks prior to the commencement of the project.

The contractor shall prepare the United States Environmental Protection agency (USEPA) Notification of Demolition and Renovation form for submittal four (4) weeks prior to the commencement of the project.

c. Vendor Prequalification

All subcontracted environmental parties which shall include but not be limited to asbestos abatement contractor, project monitoring firm, air sampling and analytical contractor can be selected from Verizon's currently approved vendor lists. Should the contractor elect to use his own list, that information shall be provided to Verizon/ECS for review/ approval at least four (4) weeks prior to date the ACP-7 form is submitted to Verizon.

d. Waste Transport and Disposal

The ACM-TP that is removed will be disposed of as ACM waste at an asbestos landfill. This landfill site shall be selected from one of Verizon's list of approved disposal sites. The contractor will identify and obtain approval from Verizon for the transporter. The contractor can select one of the Verizon's currently approved transporters, or alternatively select a transporter of its own. Should the contractor elect to use latter, that information shall be provided to Verizon/ECS for review/approval at least 4 weeks prior to the date the ACP-7 is submitted to Verizon.

An original of the asbestos waste manifest is to be provided to the Verizon/ECS representative for all shipments that leave the work site. A signed copy (by the selected landfill) of the waste manifest is to be provided to Verizon/ECS not later than 10 days from the date the shipment leaves the site.

e. Exhibits

The forms are a component part of this item.

- 1-NYCDEP Form ACP-7
- 2-NYCDEP Form ACP-9R1
- 3-NYSDOL Form DOSH-483
- 4-USEPA - Notification Form

f. Work Plan

1. For this item the contractor must submit to Verizon/ECS for review and approval a detailed site specific work plan.
2. The contractor must submit to Verizon/ECS for review and approval any alternate proposals for variance requested from Regulatory Statutes (NYSDOL & NYCDEP).

3. The contractor shall provide all sampling and laboratory analysis required under the Industrial Code Rule 56 Subpart 17 and all applicable Blanket Variances. All sampling and analysis shall be performed by a firm independent from the Contractor. The price for the cost for compliance air monitoring sampling and analysis shall be included in the price bid for listed items.

4. Within five (5) calendar days of the receipt of the results of any part of the compliance air sampling and analysis, the Contractor shall forward a copy of those results (showing the name and address of the laboratory, the type of test performed, the method of measurement and all information normally relevant to sampling and analysis of asbestos remediation procedure) to Verizon/ECS on-site representative.

g. Project Folder

Upon completion of the abatement, the Contractor shall provide a complete job folder with the following documents, which shall include chain of custody records:

- a. Copy of Supervisor/Handler certifications
- b. Copy of the Subcontractor's Enclosure Entry Permit
- c. Result of Analysis for All Bulk Samples, Air and Clearance Monitoring
- d. Copy of all Notifications (City, State, Federal)
- e. Copy of the Vendor's Certificate of Insurance
- f. Copy of the Waste Transporter Permit
- g. Signed Asbestos Waste

D. Method of Measurement

Payment under this item shall be paid for by the linear foot (L.F.) of each conduit removed. A linear foot of conduit shall be defined as one (1) single conduit up to and including 4" nominal diameter measured along its longitudinal axis that has been broken out and removed.

E. Price to Cover

The unit price per linear foot (L.F.) shall cover the actual costs of all supervision, labor, insurance, (including asbestos liability insurance), materials and equipment necessary to complete the work. The Contractor shall cover the cost of preparing variance application, all filing fees and will submit the application with associated fees to the NYCDEP for processing.

Any contractor's alternative proposals for variance requested from regulatory statutes (NYS DOL & NYCDEP) shall be also included in the actual cost.

Excavation and backfill shall be paid for under JB 401.

F. References

N/A

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.)

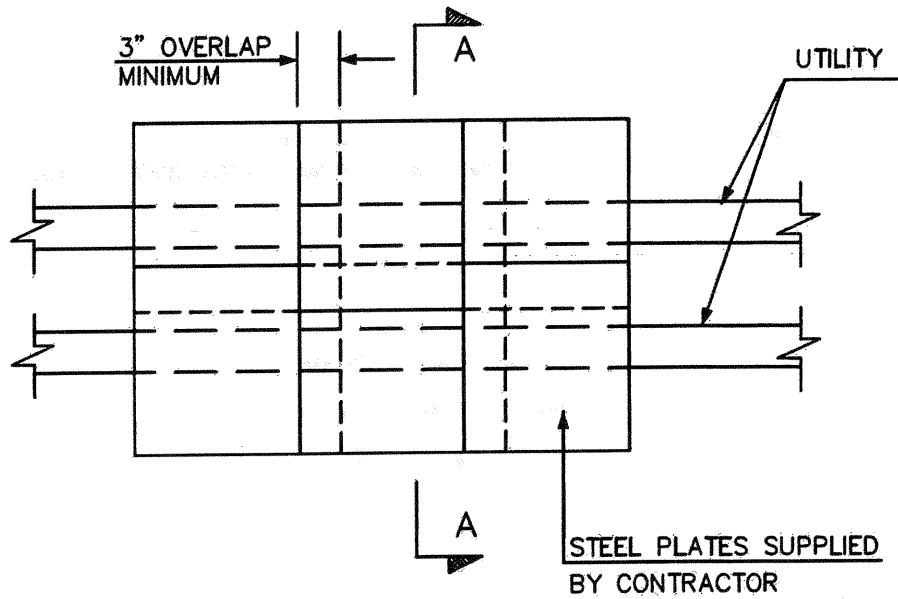
JB 403T.2 – Furnish and Install 3/8" thick steel plate (S.F.)

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

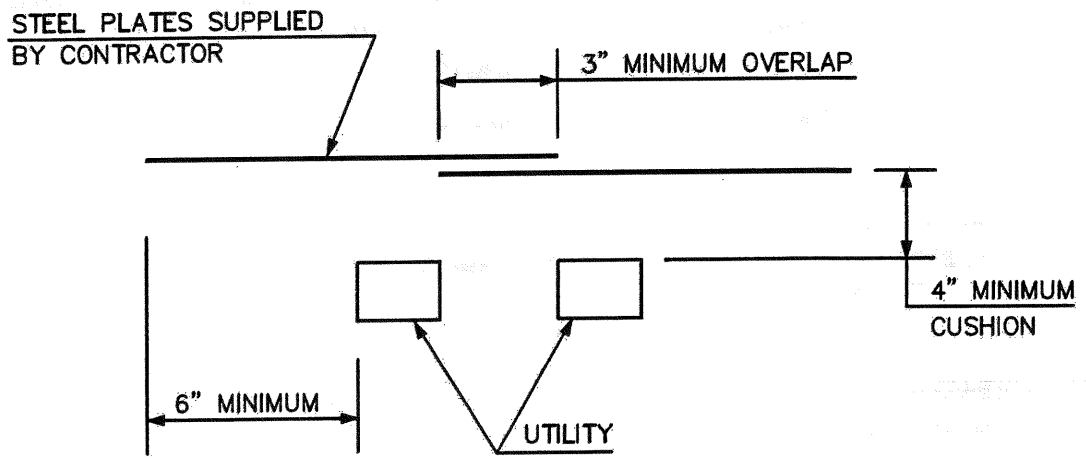
Sketch JB 403T



PLAN
NOT TO SCALE

STEEL PLATES SUPPLIED BY CONTRACTOR

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 404 - PIER AND PLATE METHOD OF PROTECTION FOR DUCTILE IRON WATER MAINS AND OTHER SHALLOW FACILITIES

A. Description

Under this section the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to protect ductile iron water mains that are installed with a cover of 24 inches or less crossing over various utility facilities. This section shall also apply for other facilities with shallow cover where protection plates are not sufficient and pier and plate method is required. The work shall be performed in accordance with the contract plans, specifications and at the direction of the facility operator.

B. Materials

The Contractor shall supply all material (concrete, beams, plates, etc.) necessary to provide the pier and plate method of protection as shown on BWS Standard Drawing No. 46464-Z.

C. Method of Construction

The Contractor shall provide pier and plate protection in accordance with BWS Standard Drawing No. 46464-Z. The Contractor shall support, maintain and accommodate the water main and all other utility facilities during the installation of the pier and plating components. The Contractor shall be solely and totally responsible for disturbances and/or any damages to such facilities.

D. Method of Measurement

The quantity to be measured for payment shall be the additional amount of square foot (S.F.) of steel plate required to be installed to protect ductile iron water mains crossing over utility facilities with a cover of 24 inches or less, or for other shallow facilities where the pier and plate method may be required, as directed by the Facility Operator.

E. Price to Cover

The price shall cover the cost of all supervision, labor, material, equipment, and incidentals necessary to construct the specified method of protection. The work shall also cover the cost to cut, break and remove additional pavement, additional excavation, special care excavation around utilities, sheeting, maintenance of traffic, traffic plates, and to furnish and install additional backfill and pavement restoration.

F. References

1. BWS Standard Drawing No. 46464-Z

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 450 – CONSTRUCTION FIELD SUPPORT

A. Description

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals necessary to provide construction field support, while maintaining and protecting surface and subsurface facilities, at various locations approved solely by the facility operator. The Contractor shall encounter various surface and subsurface utility facilities while performing various construction field support operations, which may include but are not limited to working over, under, adjacent to, around, in between and in close proximity of:

1. Conduits
2. Conductors
3. Concrete encased conduit banks
4. Steel pipes
5. Gas mains
6. Steam mains
7. Oil-o-static facilities
8. Utility structures and covers

The actual construction field support operation to be performed by the Contractor shall be performed in accordance with the contract plans, specifications or as determined based on actual field conditions and at the sole discretion and direction of the facility operator. This item shall apply to various field support operation tasks for which there are no other applicable JB Items to cover the required work. This item will not apply and will not be paid when there are other applicable JB items available either partly or completely covering tasks described below as determined solely by the facility operator.

The Contractor is expressly notified that the work under this Section affects the timing of other work to be performed on this Contract. The Contractor is advised to carefully investigate the relationship between this work and other work and adjust his schedule accordingly. The Contractor shall also coordinate his efforts with that of the facility operator with respect to all work impacting the facilities in question.

B. Materials

All materials used to provide construction field support shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer.

C. Methods of Construction

It is the intent of this item that the Contractor provides field support construction crews suffice to perform various item type tasks required as described. For the purpose of this item a crew consists of more than one non-management individual. The Contractor shall provide all labor and equipment necessary to perform the required task as described below under existing field conditions at various locations and at the sole discretion and direction of the facility operator in consultation with the Resident Engineer. The Contractor shall perform the necessary construction field support, while maintaining and protecting surface and subsurface facilities. The Contractor shall employ approved methods of operation, including the use of appropriate equipment and tools that will enable him to complete the field support operation work as described in the Item

Type description below. Existing facilities that are encountered during the construction field support operation shall be supported and protected similar to those indicated on sketches JB 100A and 100B and in a manner suitable to the facility operator in consultation with the Resident Engineer and are deemed included in this item except as included under JB-402T. The Contractor shall properly dispose of all materials excavated away from site, which may require the use of hand-held tools and equipment in order to ensure that the integrity of the underground utility facilities is not jeopardized. Care should be taken to avoid damage to existing utility facilities and structures, and to adjacent curbs, sidewalks, pavements and their foundations, and to avoid caving or sliding banks within excavations.

D. Method of Measurement

1 – Quantity - The quantity to be measured for payment shall be the number of actual crew hours (CRHRS.) provided by the Contractor for performing the various types of construction field support operation as directed by the facility operator in consultation with the Resident Engineer.

2 – Type – The unit type to be measured for payment shall be based on the actual task performed by the contractor and covered by the applicable Item Type. The tasks described within the Bid Item Type below are provided as a guide only as to the general nature of the various functions included, but these examples in no way limit the use of the item to these functions only. The contractor should use this information in order to approximate the various required crew sizes necessary to perform the work covered by this item in a productive, safe and efficient manner. The actual construction crew size required to perform the field support operation shall be determined solely by the contractor in order to perform the required construction field support operation. It is the responsibility of the contractor to provide appropriate field support crews capable of performing required tasks in a productive, safe and efficient manner. The actual crew performing the operation will not be considered, by the facility operator in consultation with the Resident Engineer, when determining the applicable item type, which shall be only as per the task performed.

Note: Only one measurement type will be used for each defined construction field support area.

Type .1 = Construction Field Support requiring an average size survey crew that will perform typical field survey functions and provide quality data analysis reports.

Type .2 = Construction Field Support requiring an average small size crew capable of performing various tasks not requiring the use of a machine or operator, which may include but are not limited to: opening/closing subsurface structure cover(s), setting/resetting MPT setup(s), assisting Utility Facility/Specialty crew(s) not included in JB 402T or JB 450.5, performing conduit occupancy identification, clean-up storage work-site area, etc.

Type .3 = Construction Field Support requiring an average medium size crew capable of performing various tasks which include the use of a machine and operator, which may include but are not limited to: excavations due to cable failures, including emergency type excavations, construct manhole enclosures, installing support system for utility facilities, dewatering utility structures and excavations, opening/closing traffic and/or pedestrian plates, etc. not included in JB 402T or JB 450.5.

Type .4 = Construction Field Support requiring an average large size crew capable of performing various tasks that requires the use of multiple machine(s) and operator(s), which may include but are not limited to: assistance during heat contingency, welding, repositioning and placing large diameter pipe, etc.

Type .5 = Construction Field Support requiring an average small size crew when requested by the facility operator on an on-demand hourly basis for a maximum of 2 hours per day or as approved by the facility operator to assist the facility operator or specialty contractor hired by the facility operator in shifting and supporting the conduits during pipe-ripping operations and all else necessary as required to complete the work including but not limited to constructing temporary work platform and temporary weather protection.

E. Price to Cover

The unit price bid for the various construction field support items shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to provide construction field support, which may include but is not limited to working over, under, adjacent to, around, in between and in close proximity of surface and subsurface utility facilities and exposing, supporting, protecting and maintaining the integrity of the facilities without disruption of service to the general public, utility customers and in accordance with the Contract Documents at various locations approved by the Facility Operator in consultation with the Resident Engineer. The unit price shall also include openings and closings of plates, and cones, barrels, arrow-boards, etc. and installing, shifting, moving and relocating cones, barrels, arrow-boards, etc. as may be required in order to provide access to excavations and during specialty work being performed by others excluding work operations covered under JB402T. The unit price shall also include excavating by hand to expose existing structures. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price bid. The unit price shall also include the cost of supporting and protecting all utilities encountered during the construction field support operation, as required except work operations covered under JB 402T. The unit price bid shall also include alternate methods for construction field support, which may include changes in equipment and special operations, and sequencing and the use of only all hand-held tools due to existing field conditions, including potential delays and extended performance. Any and all Contractor method changes and operation modifications employed for construction field support are deemed to be included in the price bid for this item. Work under this item may be paid in combination with other City, utility or facility accommodation Items bid under other contract items except where expressly excluded from that item.

F. References

1. Sketches JB 100A, JB 100B

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

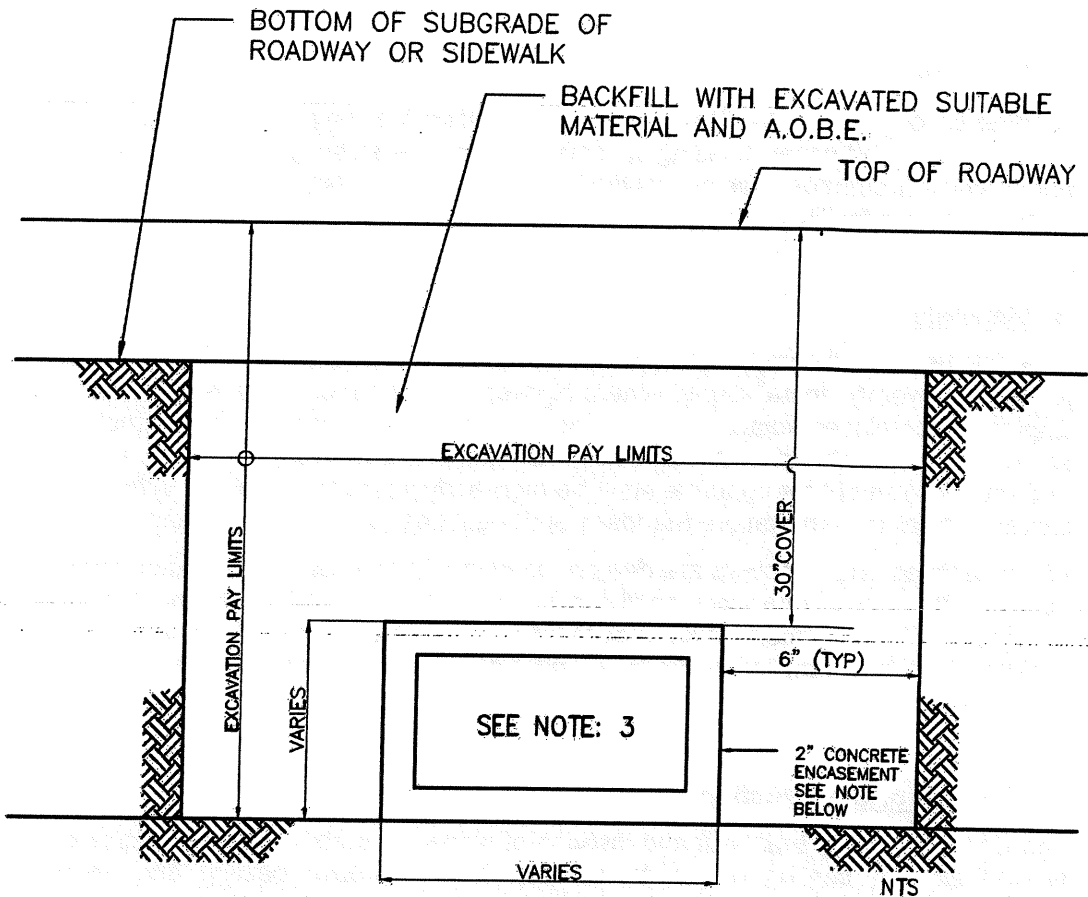
The unit price per linear foot of Conduit trench shall cover the cost of all labor, materials, equipment, insurance and incidentals necessary to furnish, install, rod, rope, and perform any other associated work required to install the conduit completely in place. Where conduits are to be connected to 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 636E - ADJUSTMENT OF UTILITY HARDWARE

Under this section the Contractor shall adjust existing utility street hardware including vault grates, valve boxes, etc., to the proposed grade by either building up or lowering the installation and resetting the castings, as and where directed by the facility operator.

A. Description

Building up or lowering the installation and resetting the castings shall consist of removing the existing frame and cover, building up or decreasing the existing installation, replacing the frame and/or cover if damaged, as determined by the facility operator, with a new frame and/or cover furnished by the facility operator, and setting the frame and cover to the new elevation.

B. Materials

Materials used shall comply with the Standards and specifications of the facility operator having jurisdiction over the installations. Where high-early strength concrete is required by the Resident Engineer to be placed adjacent to utility installations then the requirement for mortar shall be quick setting mortar capable of obtaining a minimum compressive strength of 1,500 psi in two (2) hours, and the requirement for concrete shall be high-early strength complying with current N.Y. State Department of Transportation, Standard Specifications for Class F concrete.

When castings and/or covers are deemed inadequate at a location as determined by the facility operator, the facility operators shall furnish new castings and/or covers to the Contractor for installation. The Contractor is required to inform the utility operator in advance of the need for the castings. Materials supplied by the facility operator shall be delivered to the contractor's designated storage area.

C. Methods of Construction

The Contractor shall breakout and dispose of sidewalk, curb, pavement and/or pavement base around existing casting, excavate as required to remove casting and install existing or replacement casting, remove casting, protect opening, reinstall existing casting or install new casting to the proposed grades, backfill, grade and compact fill around casting, install base concrete and or sidewalk pavement and curb, tack coat around frame, install and remove temporary pavement around casting where directed by the facility operator; and install and compact asphalt binder and wearing course or other permanent pavement around casting and perform all work in accordance with the contract plans and the specifications.

Setting or resetting the castings shall be done with bricks plus mortar and/or by raising or lowering adjustable castings according to the standards of the utility owner having jurisdiction over the installation. Work shall be done in a workmanlike manner. Any damage resulting from the Contractor's operations to the existing installation which is to remain shall be satisfactorily corrected at the Contractor's own expense, as directed by the facility operator. Castings, which are deemed unacceptable for resetting, shall become the property of the Contractor and shall be removed and disposed of by him away from the site.

No traffic shall be allowed on adjusted utility hardware until permitted by the facility operator.

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 utility hardware unit, measured in width, shall be defined as either, the diameter of the exposed edge of the casting, or the exposed edge of the longest side of rectangular frames as indicated in sketch JB 636.

JB 636 EA - Adjustment of Utility Hardware (Under 7" Width)

JB 636 EB - Adjustment of Utility Hardware (7" to under 14" Width)

JB 636 EC - Adjustment of Utility Hardware (14" to under 30" Width)

JB 636 ED - Adjustment of Utility Hardware (30" to under 34" Width)

JB 636 EE - Adjustment of Utility Hardware (34" to under 41" Width)

JB 636 EG - Adjustment of Utility Hardware (41" to under 75" Width)

JB 636 EH - Adjustment of Utility Hardware (75" to under 125" Width)

JB 636 EI - Adjustment of Utility Hardware (125" to under 170" Width)

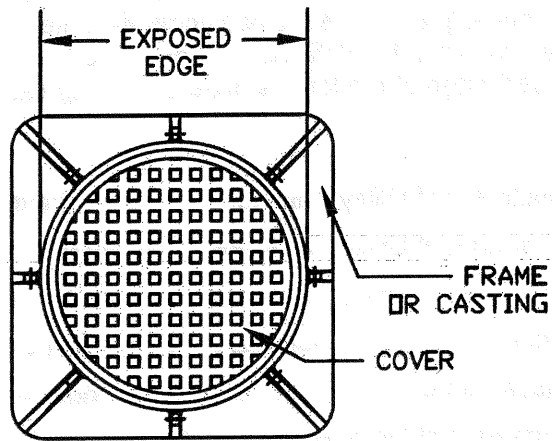
E. Price to Cover

The price for re-grading utility hardware shall be the unit price per each (EA.) and shall cover the cost of furnishing all labor, materials, plant, equipment, and incidentals required to remove existing frames and covers; build up the existing installations with brick and mortar, or lower the existing installations by removing bricks and mortar; replace damaged frames and/or covers with frames and/or covers furnished by others; break out pavement and/or pavement base; protect existing opening and installation; set the frames and covers to new elevations; grade and compact fill; install base concrete; tack coat frame; install, remove, and dispose temporary pavement; install and compact asphalt binder and wearing course or other permanent pavement; repair minor structural damage 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; and complete the work in accordance with the plans, the specifications, and the directions of the facility operator.

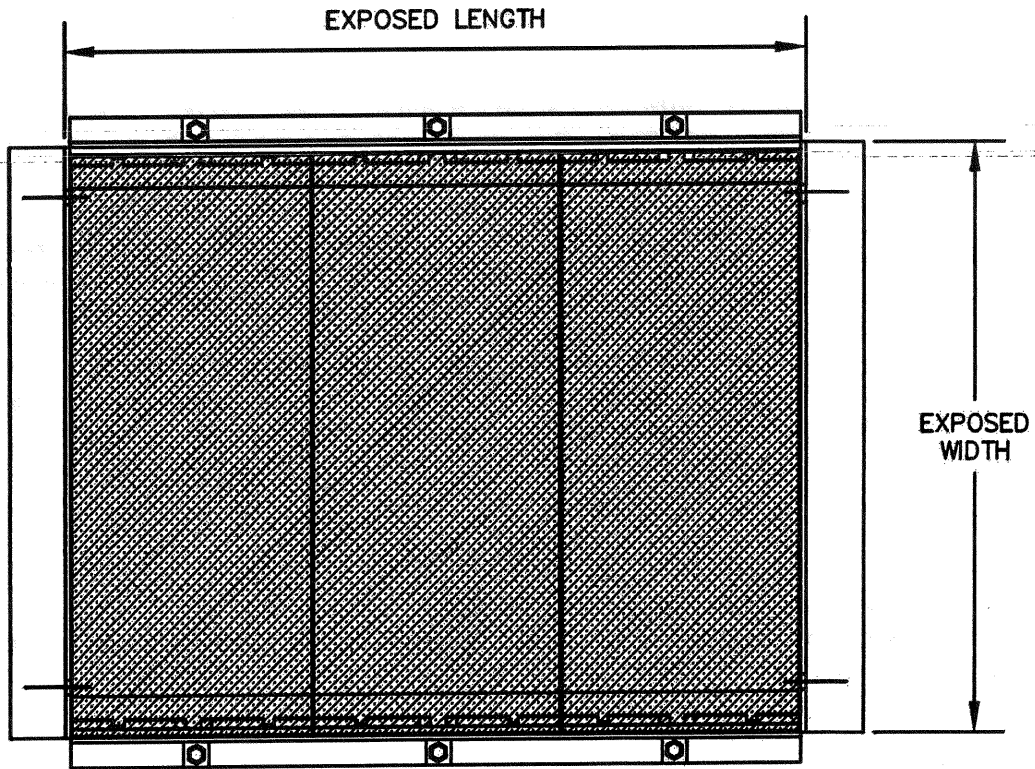
F. References

1. NYS DOT Standard Specs for Class F Concrete
2. Con Edison Specifications, latest revisions. EO-10321-B, latest revision – Chimneys, collars & grading blocks for manholes & vaults construction and installation
3. Sketch JB 636E

ROUND COVERS



RECTANGULAR COVERS/FRAMES



PLAN VIEW

N.T.S.

ADJUSTMENT OF
UTILITY HARDWARE

LAST REVISION
6/30/2015

SKETCH NO.
JB 636E

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.

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 the diameter of circular covers, the major axis of elliptical covers, or the larger length or width of rectangular covers.

1. Item 636 MA – Modification of Work Methods to Accommodate Utility Hardware (Under 7" Width)
2. Item 636 MB – Modification of Work Methods to Accommodate Utility Hardware (7" to under 14" Width)

3. Item 636 MC – Modification of Work Methods to Accommodate Utility Hardware (14" to under 30" Width)
4. Item 636 MD – Modification of Work Methods to Accommodate Utility Hardware (30" to under 34" Width)
5. Item 636 ME – Modification of Work Methods to Accommodate Utility Hardware (34" to under 41" Width)
6. Item 636 MG – Modification of Work Methods to Accommodate Utility Hardware (41" to under 75" Width)
7. Item 636 MH – Modification of Work Methods to Accommodate Utility Hardware (75" to under 125" Width)
8. Item 636 MI – Modification of Work Methods to Accommodate Utility Hardware (125" to under 170" Width)
9. Item 636 SMB – Modification of Work Methods to Accommodate Utility Steam Hardware (Under and including 8" Width)
10. 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

1. JB 636E

JB 638NT – FIELD CONSTRUCTED TELECOMMUNICATIONS MANHOLE STRUCTURES

Under this item the Contractor shall perform the complete installation of field constructed utility structures approved by the facility operator in consultation with the Resident Engineer. The utility structure shall be field constructed and installed in compliance with standard utility specifications and/or methods approved by the facility operator in consultation with the Resident Engineer.

A. Description

Installation of field constructed utility structure shall comply with utility standard specifications and/or as directed by the facility operator in consultation with the Resident Engineer and shall include:

- Service Boxes (various sizes)
- Manholes (various sizes)

Where approved by the facility operator, telephone structures may as an alternate be constructed of precast reinforced concrete.

B. Materials

The facility operator will furnish cable racks, pulling-in irons, sump castings, hardware, manhole steps/ladder supports and cast iron frames and covers. All other materials required for a complete manhole installation including concrete, reinforcing steel and structural steel shall be supplied by the Contractor and shall comply with the standards of the facility operator.

The Contractor shall notify the facility operator a minimum of 30 days prior to manhole construction for scheduling materials to be furnished by the utility company. The Contractor shall pick up said materials at the facility operator's yard.

All concrete shall have a minimum compressive strength of 4,000 psi at 28 days.

Reinforcing steel shall be deformed bars conforming to ASTM, Grade 60.

Structural steel shall conform to the requirements of ASTM A-36. Bolts shall conform with the requirements of ASTM A-325.

The Contractor shall supply all necessary materials (mortar, concrete, brick, etc.) for sealing duct entrance windows in manholes and for constructing chimneys and bricking up castings to grade.

C. Method of Construction

All work shall comply with the utility specifications, plans, and standards of the facility operator.

Refer to specification JB 406 for excavation and sheeting requirements associated with telephone manhole construction. Where replacement manholes are indicated on the plans, the demolition

and removal of the existing manhole structure and the protection of existing cables and splices will be paid separately under JB 638R.

The Contractor shall perform the necessary field construction of the floor, walls, and roof of the utility structure as shown on the Plans and as directed by the facility operator in consultation with the Resident Engineer. No traffic shall be allowed on the structure until permitted by the facility operator in consultation with the Resident Engineer.

Field conditions may require the contractor to modify the design of the manhole structure, as directed by the facility operator in consultation with the Resident Engineer.

Refer to specification JB 636E for guidelines relating to the installation of new frames and covers.

All structural steel roof beams shall be ground free of burrs and painted with one shop coat and two field coats of finish paint. The Contractor shall make provisions for and incorporate into the manhole all required materials as shown on the Plans, standard utility details or as directed by the facility operator in consultation with the Resident Engineer.

The Contractor shall provide duct entry windows in the new manhole as shown on the Plans and as directed by the facility operator. All windows shall be properly sealed around new ducts per utility company requirements.

All cable racks and wall brackets shall be supported on walls with $\frac{1}{2}$ " dia. X 2- $\frac{1}{2}$ " long galvanized steel machine bolts using $\frac{1}{2}$ " concrete inserts or expansion bolts. Vertical spacing of inserts shall not exceed 18" o.c. (typ).

The Contractor shall confirm placement of concrete inserts for cable rack supports, pulling-in irons, and other embedments shown on the Plans with the facility operator, in consultation with the Resident Engineer, prior to manhole construction.

All work shall be done in a workmanlike manner and any damage resulting from the Contractor's operations shall be satisfactorily corrected as directed by the facility operator in consultation with the Resident Engineer and at the Contractor's expense. The contractor shall perform the installation of the utility structure while maintaining, supporting, and protecting and accommodating the integrity of all utility facilities (without disruption of service) located within the areas of the excavation and the field constructed structure.

This item shall also apply when partially or totally rebuilding or modifying an existing utility structure.

The Contractor is advised that in lieu of poured-in-place structures the substitution of Precast Reinforced Concrete Structures that comply with Utility Specifications, will be permitted only when approved by the facility operator in consultation with the Resident Engineer, along with the following provisions:

1. Precast telephone manholes shall be constructed to the interior manhole dimensions and details shown on the Plans.

2. The Contractor shall submit shop drawings and design calculations for each precast manhole structure for review and approval by the facility operator and the Resident Engineer prior to fabrication. Shop drawings shall show the overall structure dimensions, roof openings, window sizes and locations, sump locations, reinforcing steel and details, construction joint types and locations including sealant material proposed. The inside face of all windows (4 sides) shall be beveled and provisions made for all inserts and hardware for a complete manhole installation, including cable pulling iron embedments and cable rack insert embedments in accordance with the standards and requirements of the facility operator.
3. Precast manhole design criteria shall be as follows:
 - Concrete Minimum Compressive Strength: 4,000 psi or greater at 28 days.
 - Steel Reinforcement: ASTM A-615, Grade 60.
 - Design Loading: AASHTO HS20-44
 - Shop drawings and calculations shall state design methodology used and all design assumptions including soil pressures and ground water levels used in the design.
4. A 9-inch thick compacted stone ballast leveling pad shall be provided as a foundation for all precast manholes.

D. Method of Measurement

The quantity to be measured for payment shall be the number of cubic yards (CY) of concrete, cast on site or pre-cast, as specified, concrete, brick, and mortar in place to the nearest hundredth of a cubic yard. No deductions will be made for the spaces occupied by steel reinforcement.

E. Price to Cover

The unit price under this item shall be a unit price per cubic yard (CY) of concrete, cast on site or pre-cast, as specified, concrete, brick, and mortar placed in the field constructed utility structure. The unit price shall cover the cost of all labor, materials, plant, equipment, insurance and incidentals required to field construct partially or totally, rebuild or modify, a utility structure. The unit price shall also include all formwork installation and removal, installation of concrete, bricks, mortar, steel reinforcement, structural steel beams, furnish and install pre-cast concrete, chimney, and installation of interior and exterior hardware, including frames and covers. The Contractor shall also install pipes, conduits, sumps, drains, sleeves, related steel or cast iron materials or equipment through the structures as shown on the drawings. Upon removal of forms, the Contractor shall remove debris and face off the entire interior of the structure. The unit price includes necessary realignment of existing ducts into the new structure up to five feet from the outside face of the new structure; any additional duct realignment required shall be paid under a separate JB item. The unit price shall further include the cost of maintaining, supporting, protecting and accommodating the integrity of all utility facilities (without disruption of service) during the work within the areas of excavation and the field constructed structure, and the furnishing of samples, as required. All work shall comply with the plans, specifications, standards, and directions of the facility operator in consultation with the Resident Engineer.

All pavement breaking, pavement removal and disposal, excavation, haul away, and disposal, furnish and install backfill, temporary pavement, sheeting, bracing, and all necessary incidentals shall be paid under item JB 406, only if required. All required break out and disposal of all types of conduits/duct banks in new structure area, including maintenance and support of cable shall be included in JB 638R. Where precast reinforced concrete manholes are used in lieu of poured in place manholes, the cost for furnishing, delivery and installation of the precast reinforced structures, additional excavation associated with the widening and deepening of trench due to increased width of precast structures and due to the placement of a stone ballast leveling pad; stone ballast; connections; and all work incidental thereto all in accordance with the Plans, Specification and Standards, shall be deemed included under this item. No additional or separate payments will be made for any work associated with the installation of precast reinforced structures.

The cost of providing an anti-freeze additive in concrete, when required, shall be paid for under Item 9.04 HW.

F. References

1. JB 406
2. JB 636E
3. JB 638R
4. Standard Utility Specifications and Drawings

JB 638RT – BREAK OUT AND REMOVE TELEPHONE/COMMUNICATIONS UTILITY STRUCTURE CONTAINING ACTIVE FACILITIES

A. Description

Under this section the Contractor shall provide all labor, materials, equipment, insurance and incidentals necessary to partially or totally break out and remove existing utility structures using methods approved by the facility operator. Breaking out and removing existing utility structures shall be performed while maintaining and protecting all subsurface facilities, at locations approved by the Facility Operator. The Contractor will encounter various underground facilities, located both inside and outside the utility structure, while partially or totally breaking out and removing existing utility structures and will be required to excavate and perform work over, under, adjacent to, around, in between and in close proximity of various congested configurations of multiple facilities, conduits, pipes and cables.

All work required to partially or totally break out and remove existing utility structures shall comply with standard utility specifications and/or as directed by the facility operator and shall include but not be limited to:

- Service Boxes (various sizes)
- Manholes (various sizes)
- Vaults (various sizes)
- Valve Boxes (various sizes)
- Concrete encased conduits containing cables

B. Materials

All materials used shall be supplied by the Contractor and comply with the standards of the facility operator.

C. Method of Construction

The Contractor shall perform the necessary breaking out and removal of the existing utility structure while maintaining and protecting all subsurface facilities. The Contractor will encounter various underground facilities located both inside and outside the utility structure, while partially or totally breaking out and removing existing utility structures and will be required to excavate and perform work over, under, adjacent to, around, in between and in close proximity of various congested configurations of multiple facilities, conduits, pipes and cables, as directed by the facility operator. All work shall be done in a workmanlike manner and any damage resulting from the Contractor's operations shall be satisfactorily corrected as directed by the facility operator and at the Contractor's expense.

This item shall also apply when partially or totally breaking out and removing an existing utility structure.

The rebuilding of the utility structure is covered under JB 638NT.

D. Method of Measurement

The quantity to be measured for payment shall be the number of cubic yards (CY) of concrete, reinforced concrete, brick, and mortar of the existing utility structure broken out, removed and disposed to the nearest hundredth of a cubic yard. No deductions will be made for the spaces occupied by steel reinforcement.

E. Price to Cover

The unit price bid under this item shall be a unit price per cubic yard (CY) of concrete, reinforced concrete, brick, and mortar of the existing utility structure broken out, removed and disposed. The unit price shall also cover the cost of all labor, materials, plant, equipment, insurance, and incidentals required to partially or totally break out, remove and dispose of existing utility structure. The unit price shall also include demolition of the existing utility structure, haul away and disposal of demolished materials, formwork, concrete, bricks, mortar, steel reinforcement, structural steel beams, interior hardware, exterior hardware, including frames and covers. The unit price shall further include the cost of maintaining, supporting, protecting and accommodating the integrity of all utility facilities (without disruption of service) during the work within the areas of excavation and the existing structure. All work shall comply with the plans, specifications and standards, provided by and at the directions of the facility operator.

The unit price shall include providing access to the facility operator tenants to verify and test cables before, during and after breaking out and removal of the utility 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 638RT as JB 638RT covers access to the work site at all times.

All pavement breaking, pavement removal and disposal, excavation, haul away, and disposal, furnish and install backfill, temporary pavement, sheeting, bracing, and all necessary incidentals shall be paid under item JB 406, only if required.

F. References

1. JB 406
2. Standard Utility Specifications and Drawings

JB 798 - MODIFICATION OF NON CONCRETE YOKE TROLLEY STRUCTURES REMOVAL WHEN CROSSING UTILITY FACILITIES

A. Description

This JB item shall only be applied to trolley structure systems that do not contain concrete yoke foundations. This JB item shall only be used for trolley systems that have rails and wood ties only.

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain and protect and accommodate the integrity of utility facilities that include but are not limited to:

1. Conduits;
2. Conductors;
3. Concrete encased Conduit banks;
4. Steel Pipes; Steam Facilities;
5. Oil-o-static Facilities;
6. Non-cost Sharing Gas Facilities;
7. Steam Facilities;

of various sizes and configurations crossing trolley structures at various angles located within a zone of protection, as indicated on Sketch JB 798, during the removal of trolley structures and subsequent backfilling operations. Utility facilities that run parallel to trolley structures are not included within this item and will be paid for under the appropriate JB item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and directed by the facility operator.

B. Materials - N/A

C. Method of Construction

The Contractor shall maintain, protect, and accommodate the integrity of all utility facilities of various sizes and configurations crossing trolley structures within a zone of protection as indicated in Sketch JB 798, during removal of trolley structures and subsequent backfilling and compaction operations under other contract item(s). The facility operator 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 hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility and ascertain the numerical relationships and/or dimensions of these utilities with respect to the proposed excavation. Contractor shall perform test pits at locations determined by the facility operator to expose utility as specified in JB 400. Upon exposing the affected utilities sufficiently, and at the sole discretion of the facility operator to determine relationships and/or dimensions, the Contractor shall be permitted to proceed with care to remove existing trolley structure within the zone of protection whose limit shall be defined as a distance of 24 inches from the outside face of each utility crossing.

D. Method of Measurement

The quantity to be measured for payment shall be the number of linear feet of modified trolley structure removal within the zone of protection as indicated on JB Sketch 798, measured along the centerline of trench. The trench is defined as one track set containing two rails. The zone of protection shall be defined, for the purpose of this agreement, as the boundary/area designated on the plans or a boundary/area 24 inches to either side of each of the designated facilities, based upon available records and/or information obtained from prior or new test pits, or any combination thereof. Where overlapping of the zones occurs due to multiple facilities, the boundary/area shall be modified to one zone measured from the outside limits. 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.

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 and protect and accommodate the integrity of utility facilities during the removal of trolley structures (including rails, timber ties, trolley conduits and main conduit), and backfilling and compacting within a zoned area designated for protection of utilities by the facility operator.

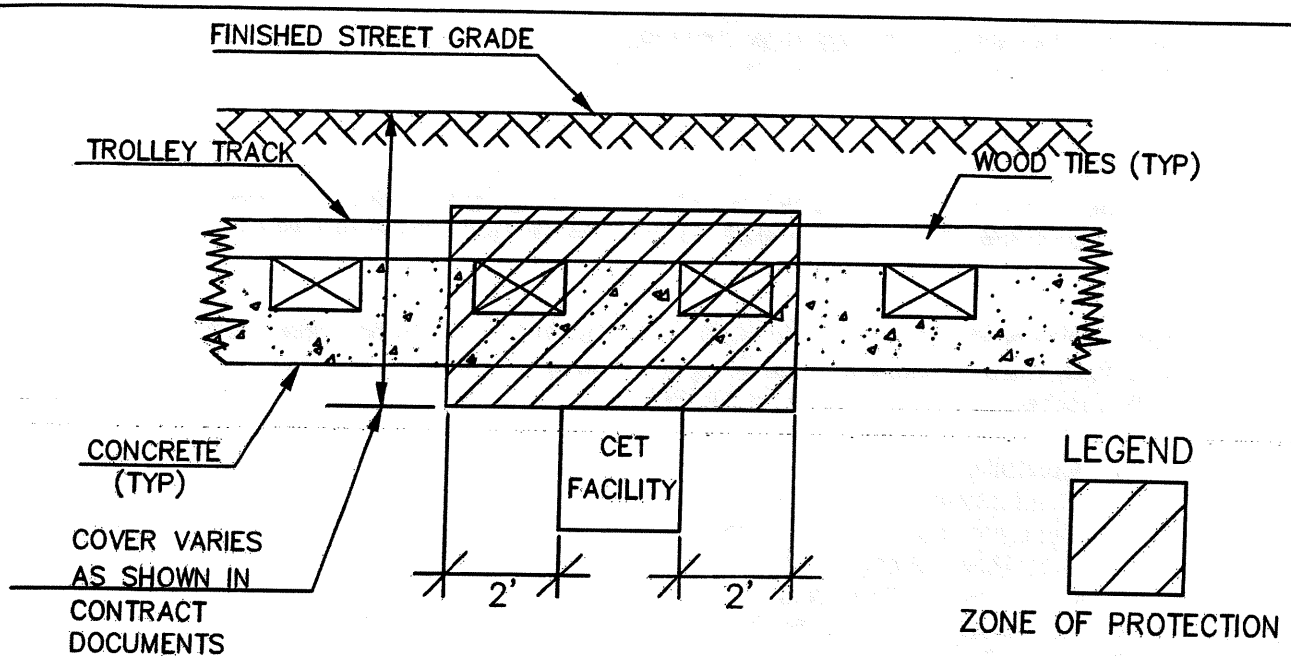
The price shall include any additional cutting, removing and disposing of roadway materials; hand or machine excavation; trucking and disposing of excavated materials, installation and removal of sheeting; and furnishing, installing and compacting backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The price shall also include means to ascertain the numerical relationship between utility and the trolley structure and 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 trolley demolition operations that are not performed in accordance with the specifications.

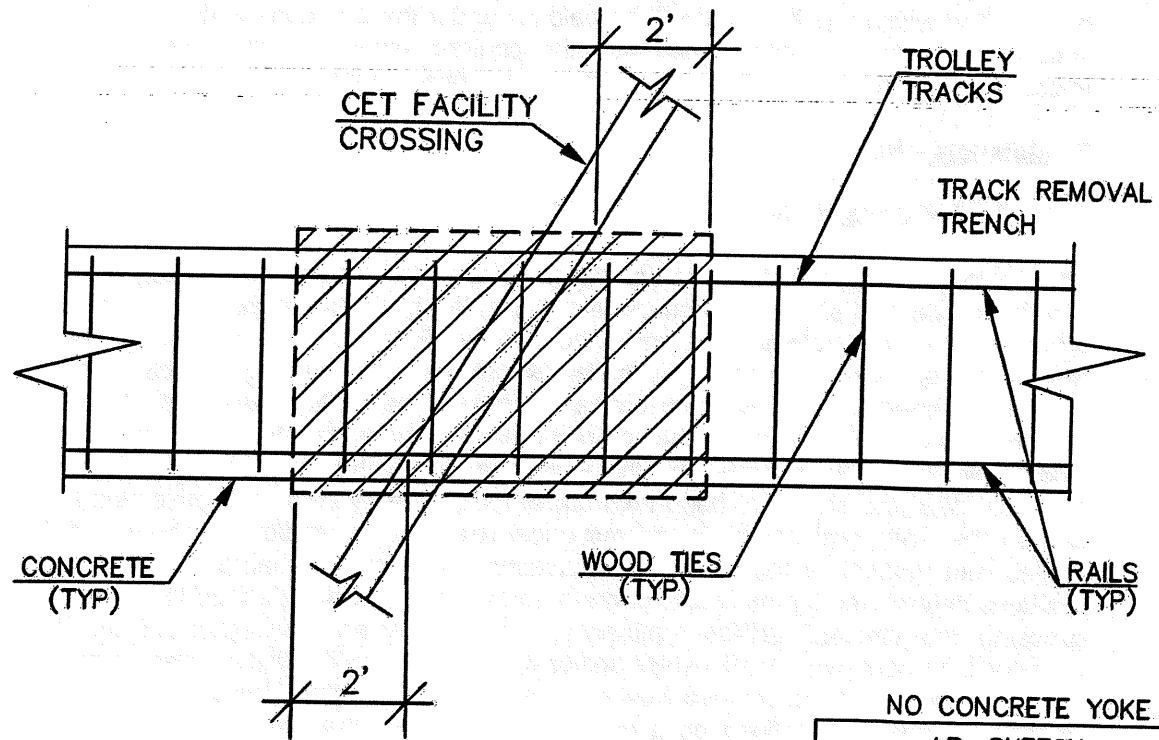
When this work is performed within a mass excavation area, a credit will be taken for the removed trolley structure.

F. References

1. NYS Industrial Code Rule 753
2. Sketch JB 798



SECTION OF CET FACILITIES CROSSING
TROLLEY TRACKS



PLAN OF CET FACILITIES
CROSSING TROLLEY TRACKS

NO CONCRETE YOKE	
J.B. SKETCH	
CET ACCOMODATION SECTIONS CROSSING TROLLEY RAILROAD STRUCTURES	
REVISIONS	CONTRACT NO.
09/13/2017	SKETCH NO. JB 798

JB 799 - MODIFICATION OF NON CONCRETE TROLLEY STRUCTURES REMOVAL PARALLEL TO UTILITY FACILITIES

A. Description

This JB item shall only be applied to trolley structure systems that do not contain concrete yoke foundations. This JB item shall only be used for trolley systems that have rails and wood ties only.

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:

1. Conduits;
2. Conductors;
3. Concrete encased Conduit banks;
4. Steel Pipes; Steam Facilities;
5. Oil-o-static Facilities; and
6. Non-cost Sharing Gas Facilities;
7. Steam Facilities.

of various sizes and configurations paralleling or encroaching trolley structures located within a zone of protection, as indicated on the Plans or as directed by the field representative, during all trolley structure removal operations and subsequent backfilling operations. Utility facilities which cross over, under and between the trolley structures are not included within this item and will be paid for under the appropriate JB item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and directed 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 encroaching trolley structures within a zone of protection as indicated on the Plans or as directed by the field representative, during removal of trolley structures and subsequent backfilling and compaction operations under other contract item(s). 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 hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility and ascertain the numerical relationships and/or dimensions of these utilities with respect to the proposed excavation. Contractor shall perform test pits at locations determined by the facility operator to expose utility as specified in JB 400. Upon exposing the affected utilities sufficiently, and at the sole discretion of the facility operator(s) to determine relationships and/or dimensions, the Contractor shall be permitted to proceed with care to remove existing trolley structure within the zone of protection whose limit shall be defined as a distance of 24 inches from the outside face of each utility to the edge of the trolley structure.

D. Method of Measurement

The quantity to be measured for payment shall be the number of linear feet of modified trolley structure removal within the zone of protection as indicated on the plans, measured along the centerline of trench. The trench is defined as one track set containing two rails. 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.

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 encroaching trolley structures during the removal of trolley structures (including rails, timber ties, trolley conduits, and main conduits), and backfilling and compacting within a zoned area designated for protection of utilities by the facility operator(s).

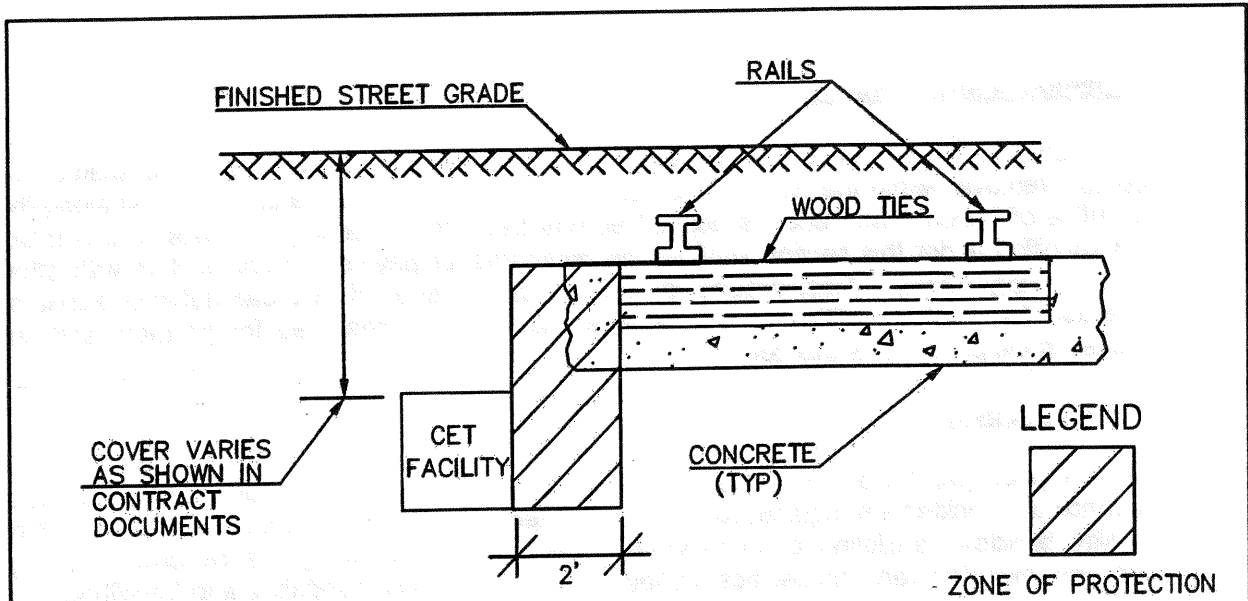
The unit price shall also include any additional cutting, removing and disposing of roadway materials; hand or machine excavation; trucking and disposing of excavated materials, installation and removal of sheeting; and furnishing, installing and compacting backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The price shall also include means to ascertain the numerical relationship between utility and the trolley structure, and 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 trolley demolition operations that are not performed in accordance with the specifications.

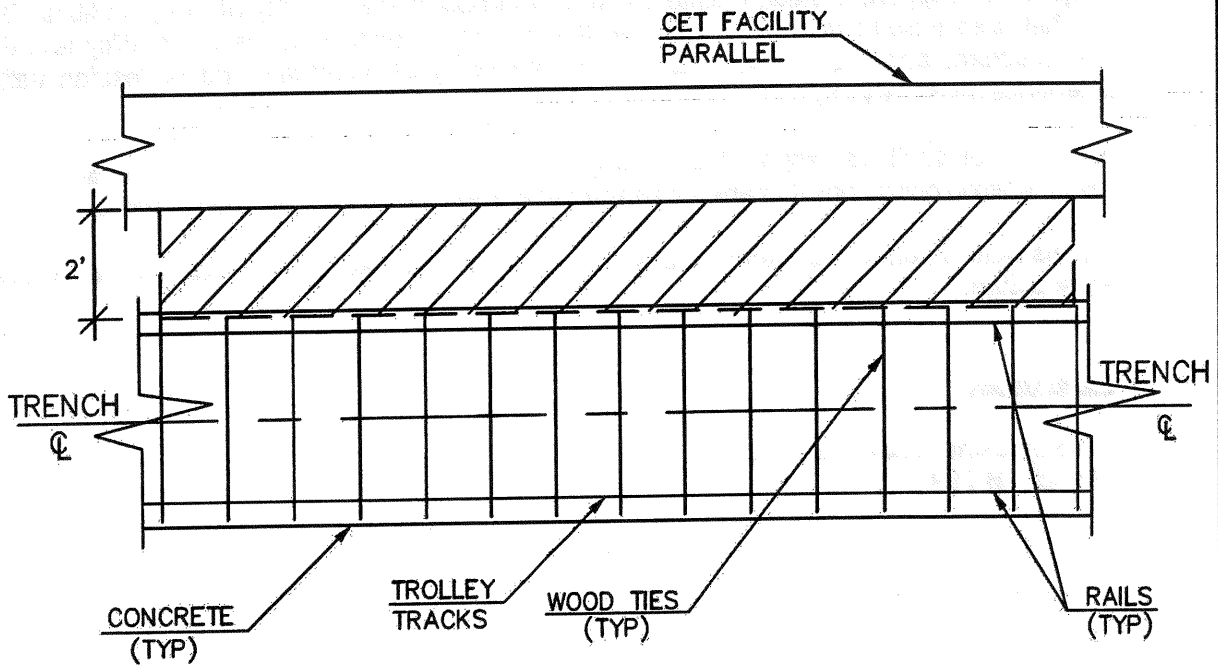
When this work is performed within a mass excavation area, a credit will be taken for the removed trolley structure.

F. References

1. NYS Industrial Code Rule 753
2. Sketch JB 799



SECTION OF CET FACILITIES PARALLELING TROLLEY TRACKS



PLAN OF CET FACILITIES PARALLELING TROLLEY TRACKS

NO CONCRETE YOKE	
J.B. SKETCH	
CET ACCOMODATION FACILITIES PARALLEL TROLLEY RAILROAD STRUCTURES	
REVISIONS	
09/13/2017	CONTRACT NO. SKETCH NO. JB 799

JB 800 - MODIFICATION OF CONCRETE YOKE TROLLEY STRUCTURES REMOVAL WHEN CROSSING UTILITY FACILITIES

A. Description

This JB item shall only be applied to trolley structure systems that contain concrete yoke foundations. This JB item shall not be used for trolley systems that have rails and wood ties only.

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain and protect and accommodate the integrity of utility facilities that include but are not limited to:

1. Conduits
2. Conductors
3. Concrete encased conduit banks
4. Steel pipes
5. Oil-o-static facilities
6. Non-cost Sharing Gas Facilities and
7. Steam Facilities

of various sizes and configurations crossing trolley structures at various angles located within a zone of protection, as indicated on Sketch JB 800, during the removal of trolley structures and subsequent backfilling operations. Utility facilities that run parallel to trolley structures are not included within this item and will be paid for under the appropriate JB item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and directed by the facility operator.

B. Materials - N/A

C. Method of Construction

The Contractor shall maintain, protect, and accommodate the integrity of all utility facilities of various sizes and configurations crossing trolley structures within a zone of protection as indicated in Sketch JB 800, during removal of trolley structures and subsequent backfilling and compaction operations under other contract item(s). The facility operator 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 hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility and ascertain the numerical relationships and/or dimensions of these utilities with respect to the proposed excavation. Contractor shall perform test pits to expose the utilities as specified under JB 400. Upon exposing the affected utilities sufficiently, and at the sole discretion of the facility operator to determine relationships and/or dimensions, the Contractor shall be permitted to proceed with hand held power tools to remove existing trolley structure within the zone of protection whose limit shall be defined as a perimeter located 24 inches from the outside face of each utility crossing.

D. Method of Measurement

The quantity to be measured for payment shall be the number of linear feet of modified trolley structure removal within the zone of protection as indicated on JB Sketch 800, measured along the centerline of trench. The trench is defined as one track set containing two rails. The zone of protection shall be defined, for the purpose of this agreement, as the boundary/area designated on the plans or a boundary/area 3 feet to either side of each of the designated facilities, based upon available records and/or information obtained from prior or new test pits, or any combination thereof. Where overlapping of the zones occurs due to multiple facilities, the boundary/area shall be modified to one zone measured from the outside limits. 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.

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 and protect and accommodate the integrity of utility facilities during the removal of trolley structures (including rails, timber ties, yokes, trolley conduits, main conduit, rail and yoke foundations), and backfilling and compacting within a zoned area designated for protection of utilities by the facility operator.

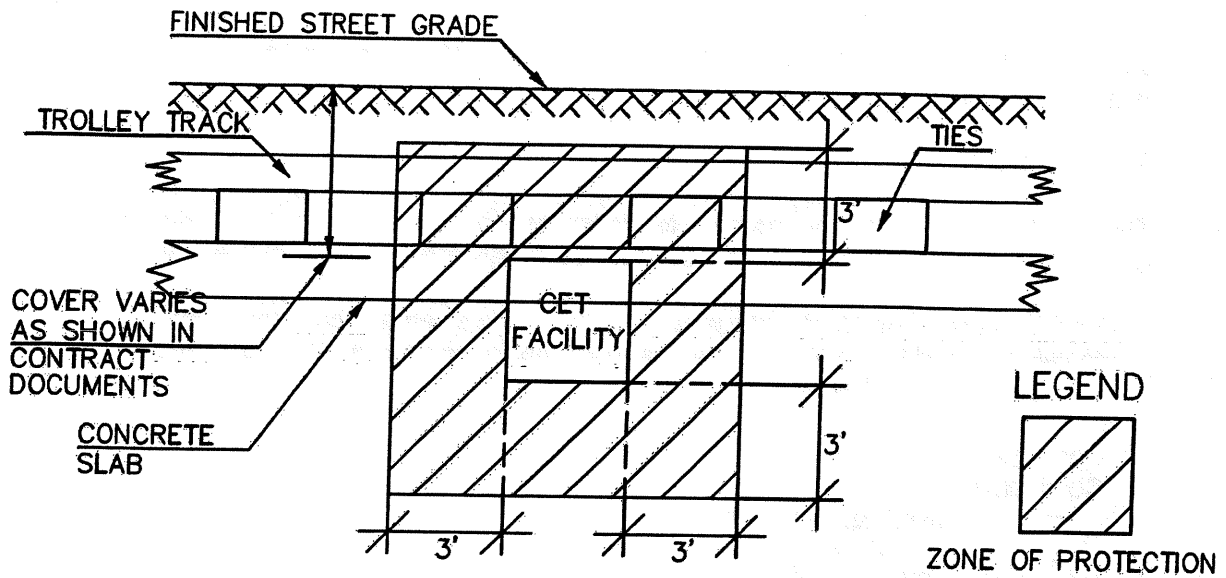
The unit price shall also include any additional cutting, removing and disposing of roadway materials; hand or machine excavation; trucking and disposing of excavated materials, installation and removal of sheeting; and furnishing, installing and compacting backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The unit 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 trolley demolition operations that are not performed in accordance with the specifications.

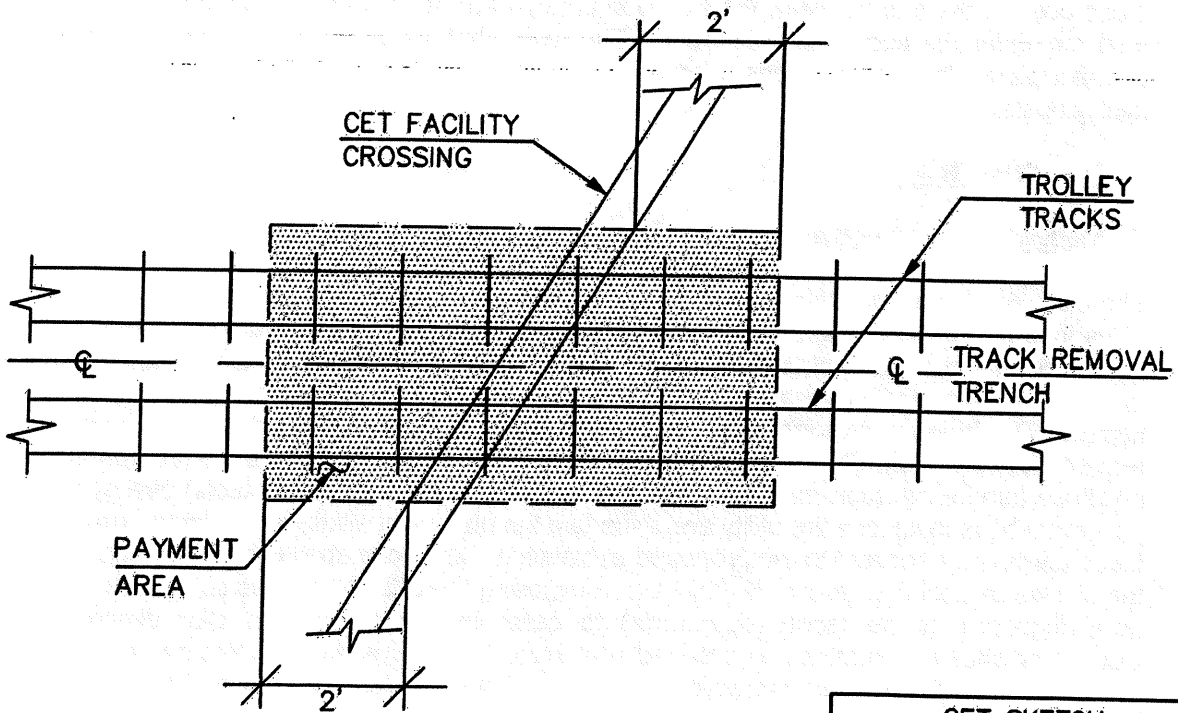
When this work is performed within a mass excavation area, a credit will be taken for the removed trolley structure.

F. References

1. NYS Industrial Code Rule 753
2. Sketch JB 800



SECTION OF CET FACILITIES CROSSING TROLLEY TRACKS



PLAN OF CET FACILITIES CROSSING TROLLEY TRACKS

CET SKETCH	
CET ACCOMODATION SECTIONS AT TROLLEY RAILROAD STRUCTURES	
REVISIONS	CONTRACT NO.
09/13/2017	SKETCH NO. JB 800

JB 801 - MODIFICATION OF CONCRETE YOKE TROLLEY STRUCTURES REMOVAL PARALLEL TO UTILITY FACILITIES

A. Description

This JB item shall only be applied to trolley structure systems that contain concrete yoke foundations. This JB item shall not be used for trolley systems that have rails and wood ties only.

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:

1. Conduits
2. Conductors
3. Concrete encased conduit banks
4. Steel pipes
5. Oil-o-static facilities
6. Non-cost sharing gas facilities and
7. Steam facilities

of various sizes and configurations paralleling or encroaching trolley structures located within a zone of protection, as indicated in sketch JB 801 or as directed by the field representative, during all trolley structure removal operations and subsequent backfilling operations. Utility facilities which cross over, under and between the trolley structures are not included within this item and will be paid for under the appropriate JB item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and directed 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 encroaching trolley structures within a zone of protection as indicated in sketch 801 or as directed by the field representative, during removal of trolley structures and subsequent backfilling and compaction operations under other contract item(s). 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 hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility and ascertain the numerical relationships and/or dimensions of these utilities with respect to the proposed excavation. Contractor shall perform test pits to expose the utilities as specified under JB 400. Upon exposing the affected utilities sufficiently, and at the sole discretion of the facility operator(s) to determine relationships and/or dimensions, the Contractor shall be permitted to proceed with hand held power tools to remove existing trolley structure within the zone of protection whose limit shall be defined as a perimeter located 24 inches from the outside face of each utility.

D. Method of Measurement

The quantity to be measured for payment shall be the number of linear feet of modified trolley structure removal within the zone of protection as indicated on the plans, measured along the centerline of trench. The trench is defined as one track set containing two rails. 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.

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 encroaching trolley structures during the removal of trolley structures (including rails, timber ties, yokes, trolley conduits, main conduit, rail and yoke foundations), and backfilling and compacting within a zoned area designated for protection of utilities by the facility operator(s).

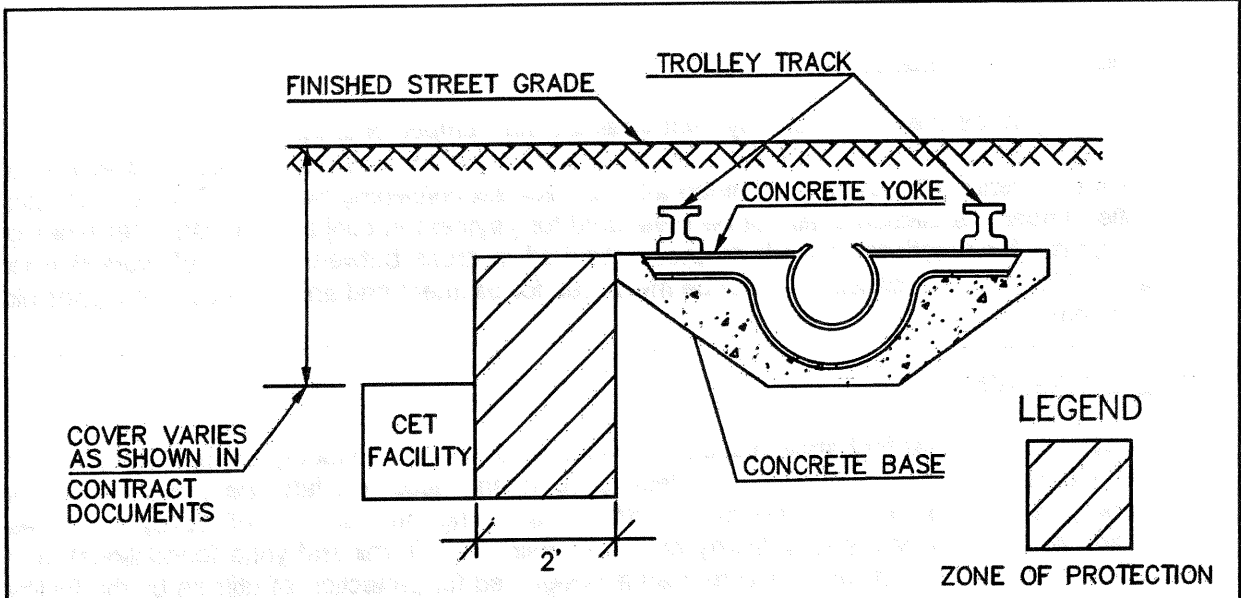
The unit price shall also include any additional cutting, removing and disposing of roadway materials; hand or machine excavation; trucking and disposing of excavated materials, installation and removal of sheeting; and furnishing, installing and compacting backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The unit 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 trolley demolition operations that are not performed in accordance with the specifications.

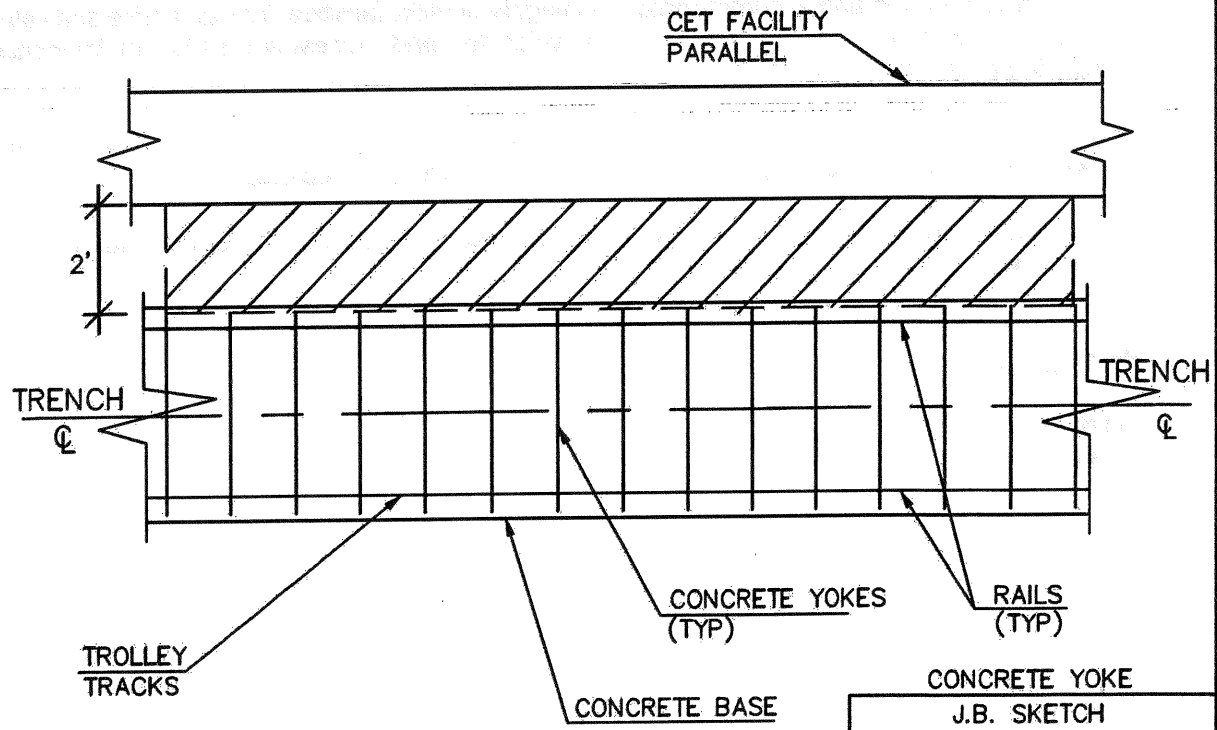
When this work is performed within a mass excavation area, a credit will be taken for the removed trolley structure.

F. References

1. NYS Industrial Code Rule 753
2. Sketch JB 801



**SECTION OF CET FACILITIES PARALLELING
TROLLEY TRACKS**



**PLAN OF CET FACILITIES
PARALLELING TROLLEY TRACKS**

CONCRETE YOKE	
J.B. SKETCH	
CET ACCOMODATION FACILITIES PARALLEL TROLLEY RAILROAD STRUCTURES	
REVISIONS	CONTRACT NO.
09/13/2017	SKETCH NO. JB 801

JB 802 - SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW CURBS AND SIDEWALKS

A. Description

Under this Section, the Contractor shall be required to modify work methods of installing new curb and sidewalk in order to maintain, protect and accommodate the integrity of private Utility Facilities located within a zone of protection immediately beneath existing sidewalk and curb designated to be replaced under other Contract items. The zone of protection shall define an area of curb and sidewalk where: work is within the vicinity of private Utility Facilities as shown on the Special Care Excavation Plan or where utilities are encountered during construction that are within 18 inches of either face of curb and/or 12 inches of the base material of proposed curb and/or sidewalk.

B. Materials – N/A

C. Method of Operation/Construction

Once clearances have been verified by available records to the satisfaction of the facility operator, the Contractor shall exercise extreme caution to install new curb and sidewalks within zoned areas of protection. Exercising extreme caution shall mean utilizing appropriate methods of operation/construction, special operations and sequencing, and by employing hand labor, using hand held tools only, under the personal direction of the appropriate facility operator. The work shall incorporate, but not be limited by, the following restrictions:

1. Removal of Existing Curb and Sidewalk

Removal of existing curb and sidewalk material shall be performed by saw cutting the curb and sidewalk, for a depth of not less than 2", to assist the Contractor in breaking up the concrete curb and sidewalk for removal by hand. Curb and sidewalk removal shall be done with hand labor, using hand held tools only while working from adjacent undisturbed sidewalk and/or pavement. Furthermore, it shall be understood to mean that digging and/or excavating directly with power-mechanized earth moving equipment will not be permitted. Power mechanized earth moving equipment may only be used as a depository of material removed from the excavation by hand as described above. All equipment, methods, and maintenance and protection provisions shall require full authorization by the facility operator.

2. Preparation and Installation of New Curb and Temporary and New Sidewalk

Backfilling, filling, grading of sub base, and installation of new curb and both temporary and new sidewalk, as required under other Contract Items, shall be performed utilizing materials, equipment and methods of construction that will insure the integrity of the private utility facilities and at the same time meet all requirements for this work as specified in other sections of this contract.

3. Compaction

The Contractor shall compact all sub-grade and new sub-base materials by utilizing native and/or blended fill material, equipment and methods of construction that will ensure integrity of private Utility Facilities and at the same time meet all requirements for compaction as specified in Section 4.11 of the Standard Highway Specifications.

4. Powered Excavating Equipment Limitations

The Contractor shall not employ powered or mechanical excavating equipment within the zone of protection. Powered or mechanical excavating equipment may only be used as a depository for material removed from the excavation by hand as described above.

The Contractor shall not be permitted to store, stand and/or travel equipment/vehicles on specified unpaved zoned protection areas.

D. Method of Measurement

1. ITEM JB 802A

The quantity of "Special Care Excavation and Restoration for Sidewalk Work" to be measured for payment shall be the number of square feet (SF) of new sidewalk actually installed under other contract items within the zone of protection areas requested by the facility operator. For payment purposes, the horizontal limits for a zone of protection area shall be defined as the area designated on the plans or an area equal to the length of the designated facility multiplied by its width plus 18 inches on each side. Where overlapping of zones occur due to multiple facilities, the area will be modified to one zone measured from the outside limits. Where the 18-inch area falls beyond the curb line the outside boundary shall be the curb line.

2. ITEM JB 802B

The quantity of "Special Care Excavation and Restoration for Curb Work" to be measured for payment shall be equal to the number of linear feet (LF) of new curb actually installed under other contract items within the zone of protection areas requested by the facility operator.

E. Price to Cover

1. ITEM JB 802A

The contract price per square foot for "Special Care Excavation and Restoration for Sidewalk Work" shall be the incremental cost difference of all labor, materials, equipment, insurance and incidentals required for excavation and disposal of pavement, base and all other material to new sub-grade within and adjacent to zone of protection areas; saw cutting, grading, preparation of sub-grades, backfilling and compaction within zone of protection areas; all in accordance with the plans, the specifications and the directions of the facility operator. The price shall further include the cost of maintaining, protecting and accommodating the integrity of private Utility Facilities during the performance of sidewalk reconstruction (under other Contract Items) within zone of protection areas designated on the plans or as directed by the facility operator.

2. ITEM JB 802B

The contract price per linear foot for "Special Care Excavation and Restoration for Curb Work" shall be the incremental cost difference of all labor, materials, equipment, insurance and incidentals required to install new curbs and temporary restoration material under other Contract items, within and adjacent to zone of protection areas; all in accordance with the plans, the specifications and the directions of the facility operator. The price shall further include the cost of maintaining, protecting, and accommodating the integrity of private Utility Facilities during the performance of curb reconstruction (under other Contract Items) within zone of protection areas designated on the plans or as directed by the facility operator.

Payment for all work specified herein shall be made on a one-time basis only; no payment will be made for the same area of sidewalk or length of curb more than one time. In addition, work under these items shall not be paid in combination with other utility items.

F. References

1. Section 4.11 Standard Highway Specification

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

Consolidated Edison Company of New York, Inc.

Guideline

For

**Safe Entry into Sub-Surface Structures
(Electrical Enclosed Space),**

Moving Energized Underground Cables

Removal of Conduit from Cables, and

**Sub-Surface Structure Break Out, Rebuild & Breaking Out a Point of Entry (POE's)
Into Sub-Surface Structures**

Performed by

Municipal Contractors

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1.0 Definitions

- 1.1 **Competent Person** – As a general rule, a Competent Person is an individual who, by way of training and/or experience, is knowledgeable of OSHA and other applicable standards, can identify workplace hazards relating to the specific operation and is designated by the employer with the authority to take all appropriate actions necessary to comply with all applicable standards and take prompt corrective measures to eliminate the hazards. Some OSHA standards add additional specific requirements that must be met by the Competent Person.
- 1.2 **Attendant** – An authorized individual who is stationed outside a sub-surface structure or an Electrical Enclosed Space to monitor the authorized entrants and to perform duties assigned including aiding individual(s) inside the sub-surface structure or Electrical Enclosed Space.
- 1.3 **Electrical Enclosed Space** – OSHA defines an Electrical Enclosed Space as a working space, such as a manhole, vault, tunnel, service box, or shaft, used for the operation and maintenance of electric power generation, transmission, and distribution lines and equipment. An Electrical Enclosed Space has a limited means of egress or entry and is designed for periodic entry under normal operating conditions. Under normal conditions, an Electrical Enclosed Space does not contain a hazardous atmosphere but may contain a hazardous atmosphere under abnormal conditions.
- 1.4 **CET Specification** – CET Specification defining private utility work within Municipal Construction Contracts.
- 1.5 **JB Specification** – Joint Bid specification defining private utility work within a NYC DDC Capital contract.
- 1.6 **Public Improvement Representative** – Con Edison employee, (Inspector, Construction Representative, Chief Construction Inspector, Project Specialist, or Manager) assigned to the Public Improvement section.
- 1.7 **Municipal Contractor** – Construction municipal contractor performing work for Municipal, State or other Public Agencies or Authorities.
- 1.8 **Electrically Competent Qualified Municipal Contractor** – is a Municipal Contractor employee designated and documented by the Municipal Contractor employer, in writing, as the electrically competent and qualified person who, by way of training and/or experience has the skills and techniques necessary to distinguish exposed live parts from other parts of electrical equipment, can identify non-insulated conductors from insulated conductors and/or cables and has the knowledge of the precautionary techniques, personal protective equipment, insulating and shielding materials, and insulated tools that are required for working on or near exposed energized electrical equipment. The Electrically Competent Qualified Municipal Contractor (ECQMC) employee can identify varying workplace electrical hazards relating to the specific operation and has the authority to take appropriate actions, as required. To meet the task specific qualifications of this guideline, the ECQMC employee must be familiar with this document, be able to demonstrate adherence, conduct job briefings and be present during critical tasks and/or operations to ensure that all crew members understand hazards associated with the job, work

procedures involved, special precautions, energy source controls and personal protective equipment requirements. The ECQMC should be onsite during the performance of all tasks in which ECQMC employees may be exposed to electrical hazards either noted in applicable sections of this guideline and/or listed in Appendix B – PI Check Point Tasks.

2.0 References

2.1 **OSHA Section 1910.269 – Electric Power Generation, Transmission & Distribution & 1926 Subpart V –Electric Power Transmission and Distribution**

2.2 Training

The OSHA Office of Training and Education (OTE) develops, directs, oversees, manages and ensures implementation of OSHA's national training and education policies and programs in support of OSHA's strategic goals with the objective of reducing occupational hazards through direct intervention, promoting a safety and health culture through compliance assistance, cooperative programs and strong leadership and maximizing OSHA effectiveness and efficiency by strengthening capabilities and infrastructure.

All Municipal Contractor employees shall be trained in and familiar with the safety-related work practices, safety procedures, and other safety requirements in section 1910.269(a)(2) and 1926 Subpart V that pertains to the Municipal Contractor employees' respective job assignments. Municipal Contractor employees shall also be trained in and familiar with any other safety practices, including emergency procedures, such as manhole rescue, that are not specifically addressed by this referenced section but that is related to their work and is necessary for their safety.

Con Edison manhole inspection and underground awareness training can be scheduled through the Con Edison TLC upon request of the municipal contractor. OSHA 10 certification cards and CPR / First Aid training are prerequisites.

2.2.1 Electrically Competent Qualified municipal contractors shall also be trained and competent in:

- a- The skills and techniques necessary to distinguish exposed live parts from other parts of electrical equipment
- b- The skills and techniques necessary to determine exposed live parts from other parts, (determination of non-insulated conductors from insulated conductors / cables).
- c- The knowledge of the precautionary techniques, personal protective equipment, insulating and shielding materials, and insulated tools that are required for working on or near exposed energized parts of electrical equipment. Generally, the Municipal Contractor will not be required to work on or near exposed/non-insulated energized parts of electrical equipment or cables. In the event special conditions exist requiring working near exposed/non insulated energized parts of electrical equipment or

cables, the Municipal Contractor shall cease working and immediately contact the authorized Con Edison Inspector so that a further assessment of the condition can be evaluated, and appropriate guidance provided.

- d- The Electrically Competent Qualified Municipal Contractor employee shall determine, through regular supervision and through inspections conducted on at least an annual basis that each Municipal Contractor employee is complying with the safety-related work practices outlined in this guidance document. Prior to entry into structures outlined in this procedure, the ECQMC employee shall ensure that any employee entering is trained and qualified.

2.2.2 A Municipal Contractor employee shall receive additional training (or retraining) by the Electrically Competent Municipal Contractor under any of the following conditions:

- a- If the Electrically Competent Qualified Municipal Contractor employee indicates that the Municipal Contractor employee is not complying with safety-related work practices
- b- If new technology, new types of equipment, or changes in procedures necessitate the use of safety-related work practices that are different from those which the Municipal Contractor employee would normally use
- c- If the Municipal Contractor employee must employ other safety-related work practices that are not normally used or that require modification from those stated in this guidance document

Note: OSHA requires retraining before commencing with a task that has not been performed within one year.

The required training shall be of the classroom and/or on-the-job type. The training shall establish Municipal Contractor proficiency in the work practices required and shall introduce the procedures necessary for compliance. The Electrically Competent Qualified Municipal Contractor shall certify that each Municipal Contractor employee has received the training required and retains records of this training to be supplied upon request by Con Edison.

3.0 Safe Entry into Sub-Surface Structures, (Electrical Enclosed Space)

All subsurface electric cable systems and related components shall be considered to be energized until they have been verified as being de-energized by qualified Con Edison electrical personnel. Prior to the state of conduit removal operations, the identity and content of the facility (conduit and cable contained therein) shall be

verified utilizing applicable Con Edison maps & plates. In case of any safety concern, the option of de-energizing shall be discussed with the PI Representative. Caution shall always be employed whenever conduits are opened to expose the interior, even if the Con Edison maps and plates indicate no live facilities.

3.1 Purpose

To establish a guideline that shall be employed for safe entry into Con Edison sub-surface structures by Municipal Contractors.

3.2 Application

Municipal Contractor personnel

3.3 Guideline

This guideline provides the requirements for practices that shall be employed for safe entry into Con Edison sub-surface structures. Municipal Contractor personnel requiring entry into Con Edison sub-surface structures shall adhere to this guideline.

3.4 Inspection/Testing

Prior to entry into a Con Edison sub-surface structure, properly trained and qualified Con Edison electrical personnel must conduct an inspection. The inspection will determine if the condition of the electrical facilities contained therein is sufficient to allow need based unrestricted access. The Con Edison electrical personnel will communicate to both PI Representative and to the ECQMC personnel any safety precautions to be taken and that the subsurface structure is safe for entry and document such findings. Any condition deemed to be un-safe through this formal inspection process would preclude granting access.

An inspection must take place daily prior to Municipal Contractor entry. Once the cover is placed on the electric subsurface structure another inspection must occur prior to Municipal Contractor entry unless the ECQMC has met the requirements outlined in Section 4.7.a. Inspections include but are not limited to:

- 1) Testing for stray voltage by a qualified Con Edison employee or an ECQMC employee who has completed applicable Con Edison training courses.
- 2) Completion of atmospheric testing.
- 3) Determination that it is safe to enter the space.
- 4) A visual inspection for any abnormalities previously defined.
- 5) Communication of inspection results and hazards to the Con Edison inspectors and the municipal contractor supervisor.
- 6) A copy of the underground inspection form can be reviewed in the field with the PI Representative in consultation with the qualified Con Edison electrical personnel upon request by the ECQMC.

3.5 Job Briefing

The Electrically Competent Qualified Municipal Contractor in charge shall conduct a job briefing with the municipal contractor's employees involved before they start the job. The briefing shall cover: the hazards associated with the job; work procedures involved; special precautions; and personal protective equipment requirements. The Electrically Competent Qualified Municipal Contractor shall instruct that all cables are to be treated as energized. Additional briefings shall be held if significant changes, which might affect the safety of the municipal contractor's employees, occur during performance of the work. The Electrically Competent Qualified Municipal Contractor shall document completion of the job briefing. A copy of the documented job briefing shall be available upon request by Con Edison.

3.6 Attendants

While work is performed in a Con Edison sub-surface structure, a Municipal Contractor Attendant shall be available in the immediate vicinity to render emergency assistance. Sub-surface structure Attendants shall comply with applicable OSHA requirements.

3.7 Hazardous Atmosphere

Municipal Contractor personnel shall perform a documented hazardous atmosphere test before entry into any Con Edison sub-surface structure and perform continuous air monitoring in compliance with applicable OSHA requirements. Any atmospheric reading deemed to be un-safe would prohibit access to the structure. The Municipal Contractor shall immediately notify the authorized Con Edison Inspector.

3.8 Personal Protective Equipment

Municipal Contractor personnel requiring entry into Con Edison sub-surface structures shall refer to and comply with applicable OSHA requirements regarding the use of Personal Protective Equipment when performing this work. Con Edison also requires that Municipal Contractor personnel assigned to work inside Con Edison sub-surface structures shall always wear Flame Resistant (FR) Clothing with a rating of 8 cal/cm² or HR2, wear a retrieval harness, and that a retrieval device be on location. In addition, an atmospheric tester must be in use continuously anytime a structure is occupied. See section 3.9 for Matrix on Con Edison's Personal Protective Equipment Guideline.

3.9 Con Edison Personal Protective Equipment Guideline

	Task	Class 0 Gloves	FR Clothing	FR Hood	Blast Goggles	Face Shield	Safety Glasses
1	Pavement breaking	N	N				Y
2	Breaking out concrete encased duct	Y	Y			Y	Y
3	Moving energized primary cables that are located outside a structure while in proximity to joints	Y	Y	Y	Y		

4	Moving primary cables outside a structure (no joints involved)	Y	Y				Y
5	Moving energized secondary cables	Y	Y				Y
6	Hand excavate to locate precast ducts	N	N				Y
7	Hand excavate to locate direct buried cables	Y	Y				Y
8	Removing cable from conduit	Y	Y				Y
9	Breaking structure for POE from outside/inside	Y	Y			Y	Y
10	Breaking sub-structure walls	Y	Y				Y
11	Pulling rope within structure with energized cable	Y	Y				Y
12	Pulling rope in enclosed spaces	Y	Y				Y
13	Building a bench or platform within a subsurface structure to support or protect cables.	Y	Y				Y
14	Breaking out unknown precast electric duct	Y	Y				Y
15	Using digging bar over electric facility	Y	N				Y
16	Using digging bar over direct buried cables	Y	Y				Y
17	Using Pneumatic clay digger in vicinity of electric facility	Y	Y				Y
18	Installing forms for field-constructed sub-surface structures from inside the designed footprint when connected cables are present	Y	Y				Y
19	Installing forms for field-constructed subsurface structures from outside the designed footprint when connected cables are present	N	N				Y
20	Installing forms for field-constructed subsurface structure prior to first energization of new cables	N	N				Y
21	Saw cutting operation	Y	N				Y
22	Hand excavate to locate cable fault	Y	Y				Y
23	Hand excavating to find service dead leg	Y	Y				Y
24	Removing underground silo	Y	Y				Y
25	Regrade	Y	N				Y
26	Build/remove shunt box w/ energized cable inside	Y	Y				Y

3.10 Access

Municipal Contractor personnel shall not climb into or out of Con Edison sub-surface structures by stepping on cables or hangers.

4.0 Removal of Conduit from Cables, Moving Energized Underground Cables & Working in Open Trenches / Excavations that Contain a D-Fault.

4.1 Purpose

Establish a guideline that shall be employed by Electrically Competent Qualified Municipal Contractor personnel, meeting OSHA & Con Edison training requirements, when removing conduit from cables and moving Con Edison energized underground cables located outside or inside structures and working in open trenches / excavations that contain a cable with a D-Fault condition.

4.2 Application

Municipal Contractor personnel

4.3 Guideline

This guideline details the requirements for practices that shall be employed when moving Con Edison energized underground cables located inside or outside of Con Edison structures. Only Electrically Competent Qualified Municipal Contractor personnel who have been trained and meet necessary OSHA & Con Edison requirements for moving energized underground cables in accordance with the following directions shall perform movement of energized cables on the Con Edison system.

4.4 Job Briefing

The Electrically Competent Qualified Municipal Contractor in charge shall conduct a documented job briefing with the Municipal Contractor's employees involved before the start of the job. The briefing shall cover: the hazards associated with the job; work procedures involved; special precautions; and personal protective equipment requirements. The Electrically Competent Qualified Municipal Contractor shall instruct that all cables are to be treated as energized. Additional briefings shall be held if significant changes, which might affect the safety of the Municipal Contractor's employees, occur during the course of the work. The Electrically Competent Qualified Municipal Contractor shall document completion of the job briefing. A copy of the documented job briefing shall be available upon request by Con Edison.

4.5 Removal of Conduit from Cables

All subsurface electric cable systems and related components shall be considered energized. Caution shall always be employed whenever conduits are opened to expose the interior cable. Refer to Appendix A for additional requirements and resources.

4.5.1. Pre-cast Concrete Conduit

- a- The conduit shall be fractured by striking the top end corner of the conduit with a 3 lb. hammer equipped with a non-conductive handle. When fracturing the conduit, all impact/chipping action shall be performed in such a manner to be directed across the top of the conduit away from any cable that may be inside of the conduit.

- b- A small piece of the concrete conduit shall be chipped away so that a visual examination of the interior of the conduit can be made to verify the presence of cable. All impact/chipping actions shall be performed in such a manner to be directed across the top of the duct, away from the cable.
- c- If cable is present, concrete-chipping operations shall continue until enough material has been removed to permit insertion of a non-conductive protective shield barrier between the conduit and cable or as directed by the authorized Con Edison Inspector based on existing field conditions. Material such as exterior grade plywood or lumber (min. thickness $\frac{3}{4}$ ") or suitably reinforced plastic sheet material (min. thickness 0.060" – e.g., Norplex Micarta NEMA Grade G-3 or G-10) shall be used for this purpose. This shield material shall provide protection for the cable during the remaining conduit removal operations. The remainder of the conduit shall be fractured using the 3 lb. hammer equipped with a non-conductive handle. Care shall be taken to avoid any impact upon the cable, either by direct or indirect hammer blows.
- d- During and after conduit removal operations, cable/conduit shall be properly supported as indicated in Section 4.7, below.

4.5.2 Concrete Encased Conduit

- a- The concrete encased conduit (including but not limited to pre-cast, fiber, tile, clay), shall be fractured by striking the top end corner of the conduit with a 3 lb. hammer equipped with a non-conductive handle. When fracturing the conduit, all impact/chipping action shall be performed in such a manner to be directed across the top of the conduit away from any cable that may be inside of the conduit.
- b- For concrete encased conduit, it may be necessary to employ a handheld cold chisel (in conjunction with the 3 lb. hammer) to remove concrete encasement. If a chisel is utilized, all impact/chipping actions shall be performed in such a manner to be directed across the top of the duct, away from the cable.
- c- If the concrete encasement is so dense as to render the use of a hammer and handheld chisel non-effective, an 8-pound sledgehammer may be employed. If neither of these devices proves effective, the use of a pneumatic chipping hammer will be permitted. The weight/size of the pneumatic chipping hammer shall not exceed 20 lbs. When utilizing a pneumatic chipping hammer, the device shall be securely positioned and be under close operator control at all times. The tool bit used for these operations shall be chisel shaped with a minimum width of two (2") inches. All impact/chipping actions shall be performed in such a manner to be directed across the top of the duct, away from the cable.
- e- A small piece of the concrete conduit shall be chipped away to permit verification of the presence of cable inside the conduit.

- f- If cable is present, concrete-chipping operations shall continue until enough material has been removed to permit insertion of a non-conductive protective shield barrier between the conduit and cable or as directed by the authorized Con Edison Inspector based on existing field conditions. Material such as exterior grade plywood or lumber (min. thickness $\frac{3}{4}$ ") or suitably reinforced plastic sheet material (min. thickness 0.060" – e.g., Norplex Micarta NEMA Grade G-3 or G-10) shall be used for this purpose. This shield material shall provide protection for the cable during the remaining conduit removal operation.
- g- After installation of the shield material has been completed, continue removal of remaining conduit and encasement, using handheld and power tools.
- h- During and after conduit removal operations, cable/conduit shall be properly supported as indicated in Section 4.7, below.

4.5.3 Wood Conduit

- a- Wooden conduit shall be split using a handheld cold chisel and a 3 lb. hammer equipped with a non-conductive handle. All impact/chipping action shall be performed in such a manner to be directed across the top of the conduit away from the cable.
- b- The chisel shall use to create a small window in the conduit that will permit a visual inspection of the conduit interior for the presence of cable.
- c- If cable is present, wood conduit material shall continue to be removed until enough material has been removed to permit insertion of a non-conductive protective shield barrier between the conduit and cable or as directed by the authorized Con Edison Inspector based on existing field conditions. Material such as exterior grade plywood or lumber (min. thickness $\frac{3}{4}$ ") or suitably reinforced plastic sheet material (min. thickness 0.060" – e.g., Norplex Micarta NEMA Grade G-3 or G-10) shall be used for this purpose. This shield material shall provide protection for the cable during the remaining conduit removal operation.
- d- After installation of the shield material has been completed, continue removal of remaining conduit
- e- During and after conduit removal operations, cable/conduit shall be properly supported as indicated in Section 4.7, below.

4.5.4 HDPE Conduit

- a- HDPE conduit shall be split using hand tools or a handheld pneumatic rotary cutting tool. All splitting/cutting actions shall be performed in such a manner to be directed across the top of the duct, away from the cable.

- b- Pneumatic Rotary Cutting Tool – A pneumatic rotary cutting tool, with a depth guide, shall be used to score an access area in the surface of the conduit. Prior to application of the cutting tool to the surface of the conduit, the depth collar on the pneumatic rotary cutting tool shall be set so that the cutting bit will penetrate approximately $\frac{3}{4}$ of the wall thickness of the conduit. After the conduit has been cut to the maximum depth allowable (such that the bit does not fully penetrate the thickness of the conduit), a 3 lb. hammer shall be used to knock out the access area (window) outlined by the cutting tool. This will permit visual inspection of the conduit interior for the presence of cable.
- c- If inspection of the interior of the conduit reveals that cable is present, a non-conductive protective shield barrier shall be inserted into the conduit between the conduit and cable. This shield material shall provide protection for the cable during the remaining conduit removal operations. Material such as exterior grade plywood or lumber (min. thickness $\frac{3}{4}$ ") or suitably reinforced plastic sheet material (min. thickness 0.060" – e.g., Norplex Micarta NEMA Grade G-3 or G-10) shall be used for this purpose. This shield material shall provide protection for the cable during the remaining conduit removal operations.
- d- If inspection of the conduit interior does not reveal the presence of cable, the remaining conduit may be removed using the tool choices mentioned in 4.5.4.a.

4.5.5 Metal Conduit

- a. When removing metal conduit, the Municipal Contractor shall first excavate and expose a collar connecting two sections of conduit. Once the collar is accessible, split and/or cut the collar off with a cutting tool that has a depth guide to inspect the conduit interior for the presence of cable. If a metal conduit collar is NOT easily accessible or found within 20 to 40 feet of open excavation, proceed to section 4.5.5.b. Note: If the work to be performed is in response to a suspected natural gas leak or in the presence of natural gas, only the use of non-powered hand tools is allowed. If work is required in the presence of a natural gas leak, further guidance will be provided by the PI Representative in consultation with Con Edison's Gas Engineering Department
- b. If a collar connecting two sections of conduit cannot be found, metal conduit will be split using hand tools and/or a handheld rotary cutting tool. All splitting actions will be directed across the top of the conduit, away from the cable. Note: If the work to be performed is in response to a suspected natural gas leak or in the presence of natural gas, only the use of non-powered hand tools is allowed. Further guidance will be provided by Gas Engineering.

- c. Score the outline of an access area onto the surface of the conduit. Do not fully penetrate the conduit with the tool while making this outline.
- d. Use this outline as a guide for further splitting and cutting operations that will eventually create a viewing window into the conduit.
- e. If inspection of the conduit interior reveals the presence of cable, insert a non-conductive protective barrier between the cable and conduit wall. The barrier will provide physical protection for the cable during remaining conduit removal operations. Materials including, but not limited to, exterior grade plywood, lumber, and Norplex Micarta are acceptable. After the installation of the non-conductive protective barrier, the removal of the remaining conduit may proceed using the tool choices mentioned in section 4.5.5.b.
- f. If inspection of the conduit interior does not reveal the presence of cable, the remaining conduit may be removed using the tool choices mentioned in section 4.5.5.b.

4.6 Visual Inspection

- a- A visual inspection of cables located outside Con Edison structures that will be moved, shall be performed by Electrically Competent Qualified Municipal Contractor personnel or the authorized Con Edison Inspector.
- b- After the conduits have been broken out (removed from the cables), the exposed cable(s) shall be inspected by the Electrically Competent Qualified Municipal Contractor personnel.
- c- The cables shall be visually inspected by the Electrically Competent Qualified Municipal Contractor personnel and determined to be free from any of the defects that would prevent relocation. Cable(s) shall be free of cracks, tears, and evidence of oil stains, swelling, or melting of the insulation. Cables shall not have any exposed conductor.

4.7 Cable Moving Operations

- a- Municipal Contractor personnel shall not move any cables or splices within an electrical manhole. Moving cables within an electrical manhole and splices regardless of location may only be performed by qualified Con Edison electrical personnel unless the Municipal Contractor personnel has completed applicable Con Edison training courses and has provided written proof of said training to the PI Representative. Whenever cables located in open excavations are moved, the Municipal Contractor shall protect the cables by ensuring the cable jacketing is not subjected to sharp edges or over bending as it exits the existing structure or the footprint of the existing structure if said structure has been demolished or is in the process of being demolished and/or rebuilt.

- b- Prior to moving any cables outside of a subsurface structure, the cables located within the associated connecting subsurface structures shall be inspected in accordance with Section 3.4 of this guideline.
- c- Municipal Contractor personnel meeting the training requirements and experienced in moving Con Edison cables only shall move cables.
- d- Cables shall not be moved until plastic "fair-leaders" are positioned at the duct edges to prevent chaffing damage.
- e- Synthetic web slings having a minimum width of two (2) inches shall support cables that have been removed from conduit. Slings shall be used in a basket hitch configuration.
- f- Conduit which house cables shall be supported using slings, cable, or rope. Conduits shall be supported in such manner as to maintain alignment with one another.
- g- Maximum distance between support points shall be four (4) feet.
- h- To prevent inadvertent over bending of the cables, the maximum vertical or horizontal offset between supports shall be one foot (1') for cable that is supported outside of conduit. For cable that is being moved while still installed in conduit, the conduit shall not be offset more than one foot per four-foot section of conduit.
- i- Each set of cables (cables from one duct/conduit) shall be moved individually. Cables from multiple ducts/conduits shall not be moved as a bundle.
- j- Relocation of cables shall always be performed in a careful manner with the movement of cable under complete control. There shall be no sudden movements of the cable or the conduit that contains cable.
- k- An observer shall be positioned to determine proper slack in structures and to ensure that joints remain properly supported on rack arms and specified offsets are maintained. This observation shall be performed from outside of the structure while the cable is being moved.
- l- Allowable horizontal and vertical offsets shall be determined based on applicable CET or JB item sketches and/or as directed by the authorized Con Edison Inspector.
- m- Cables shall not be permitted to fall freely from temporary supports.
- n- All cables supported by slings shall be visually inspected by the ECQMC personnel at the beginning and end of each work shift to ensure that no cracks, leaks, or other defects have developed.
- o- Cables shall be repositioned with care when being moved into their final position for the installation of split conduit.

4.8 Working in Open Trenches/Excavations that Contain an Energized a D-Fault

- 4.8.1** A D-Fault is defined as an abnormal condition found on an energized primary cable or splice that is presumed to be an indication of an impending fault. If the ECQMC personnel notices an abnormal condition on cable in a trench or excavation work must stop and the PI Representative shall be notified immediately to provide further guidance. If the PI Representative in consultation with qualified Con Edison electrical personnel deem the cable condition a D-Fault, the ECQMC personnel shall follow the directions noted below to continue work.
- 4.8.2** At distances greater than 20 feet from the energized D-Fault, no additional personal Protective Equipment (PPE) other than that referenced in Section 3.9 is required.
- 4.8.3** At distances greater than 10 feet but less than 20 feet from the D-Fault, a hard-hat mounted face shield is required in addition to PPE referenced in Section 3.9 above.
- 4.8.4** At distances greater than eight feet but less than 10 feet from the energized D-Fault, a hard-hat mounted full-face shield and a FR Hood in required in addition to PPE referenced in Section 3.9 above.
- 4.8.5** At distances less than eight feet from the D-Fault, no work shall be performed.
- 4.8.6** Movement of D-Faulted cable is strictly prohibited.

4.9 Personal Protective Equipment

Municipal Contractor personnel moving Con Edison energized cables shall refer to and comply with applicable OSHA requirements regarding the use of Personal Protective Equipment when performing this work. See Section 3.9 for Matrix on Con Edison's Personal Protective Equipment Guideline.

5.0 Sub-Surface Structure Break Out/Rebuild or Breaking Out a Point of Entry (POE's) in an Electrical Enclosed Space

The ECQMC must be present onsite with the municipal contractor crew to conduct the documented job briefing on each day any breakout operations are to be performed. This includes structure entry for POE, structure break out and/or rebuilds. The ECQMC shall address hazards, live cables, necessary PPE with other municipal contractor employees & request assistance from the PI Representative to arrange any required inspections with qualified Con Edison electrical personnel for any cable movement or adjustments. The ECQMC should refer to section 3.0 through 3.10 & section 4.7 of this procedure for all activities required prior to sub-surface structure entry and cable moving operations respectively. A copy of the documented job briefing shall be available upon request by Con Edison.

5.1 Activities Prior to Sub-Surface Structure Break Out, Rebuild or Creating POE's

- 5.1.1** Prior to the start of breakout operations, the location of all conduit and cable passing through the section of the wall and beneath the structure floor that is going to be broken out shall be visually identified inside and outside the structure.
- 5.1.2** When there is a potential for contact between the existing cables that have been visually identified and the tool being used to break the structure, the ECQMC shall discuss with the Public Improvement Representative if there is a possibility that Electric Operations can de-energize the cables that are in the potential zone of contact prior to breaking out the structure.
- 5.1.3** When the cables cannot be de-energized by Electric Operations then they must be protected by using acceptable non-conductive materials as noted in Section 5.2.
- 5.1.4** After cables have been protected, they shall be moved by qualified Con Edison electrical personnel or an ECQMC who has met the requirement of Section 4.7 above.
- 5.1.5** All primary cables shall be moved by or under the direct supervision of qualified Con Edison electrical personnel.

5.2 Structure or POE Break Out Operations

- 5.2.1** Using caution, expose the exterior sections for the structure that is required to be broken out (typically done in 2' – deep vertical sections) by carefully excavating on the outside of the structure. If conduit has been identified to be passing under the structure, take necessary precautions noted below.
- 5.2.2** Visually identify all conduits and cables passing through the structure and beneath the structure floor as well.
- 5.2.3** When there is a potential for contact between the existing cables that have been visually identified and the tool being used to break out the structure walls, roof floor and/or POE, protect the cables using fire rated (FR) wood, phenolic board, cable shields or other acceptable non-conductive materials. Cables on the walls in the POE area shall also be protected from falling debris using FR wood even if there is no potential for contact with said cables and the tool being utilized to break the structure.
- 5.2.4** Once all conduits and cables have been identified and protected on both the inside and the outside of the structure walls and beneath

the structure floor; and the structural integrity of the proposed break out area has been confirmed using hand tools, use the appropriate tool (up to and including a 90-pound jackhammer) to break out the section of structure wall, roof or floor that was previously prepared for break out

- 5.2.5** If a jackhammer is being used for the structure wall, roof, floor or POE breakout operation, where feasible, support the tool from underneath to prevent slippage.
- 5.2.6** Where possible, the use of a 90 lb. jackhammer shall be avoided within 8" of a live conduit. If the ECQMC's competent person determines that the breakout can only be made using a jackhammer within 8" of live conduit, a physical barrier must be placed between the jackhammer and all facilities that could possibly come in contact with the jackhammer. The Municipal Contractor may then begin utilizing the 90 lb. jackhammer using a 3" bit or wider.
- 5.2.7** After the top sections of roof or wall has been broken out, continue to excavate down to expose the next section of that wall to be broken out and repeat the process starting with section 5.2.1
- 5.2.8** For all additional walls in the structure that need to be broken out, resume operation starting with section 5.1 of this procedure.

APPENDIX – A – Breaking Out Conduit Checklist, On-the-Job Training (OJT) & Video

Breaking-Out Conduit Pre-Job Checklist

Contractor	
Location	
Date and Time	

A new Breaking-Out Conduit Pre-Job Checklist must be completed by the Foreperson each time individuals enter or change roles, and each time a Job Briefing is administered.

Roles Review	Name(s) of Individuals who will remain continuously on-site throughout this task's progress	Training in Compliance and Qualified for task?	Lead Person's Initials	
			Con Edison	Contractor
Foreperson		Yes / No		
Individual Completing On-site Peer Check		Yes / No		
Laborer(s) performing break-out		Yes / No		
Con Edison On-Site Representative		Yes / No		

Layout and Activity Review	
Layout #	
Duct(s) in Trench/Manhole	
Duct Type (CD, CED, HDPE, Metal)	
Are there Primary / Secondary electric lines? - What is energized? At what voltages?	
Are duct banks clear of all debris?	
Is there line of sight and all edges and corners?	
Will cable be moved? If so, to where and how will it be supported?	
How will bodies and tools be positioned?	

Personal Protective Equipment	
<input type="checkbox"/> Safety Boots	<input type="checkbox"/> 0 kV Gloves (Test Date on gloves: _____)
<input type="checkbox"/> Hard Hat	<input type="checkbox"/> Leather Gauntlets
<input type="checkbox"/> Safety Glasses	<input type="checkbox"/> Is a Harness Required? (EO-10130)
<input type="checkbox"/> Face Shield	<input type="checkbox"/> FR Hood and Goggles (if Primary in structure)
<input type="checkbox"/> Flame Retardant Coveralls	

Tools - All tools to be laid out in work area prior to start of activity	
<input type="checkbox"/> Claw Hammer	<input type="checkbox"/> Chipping Gun, must be less than 20 lbs. - Recommended 2"-4" piston stroke and < 1,500 BPM
<input type="checkbox"/> Chisel with at least 2" wide flat bit	
<input type="checkbox"/> 3 lbs. Hammer	<input type="checkbox"/> Micarta or similarly approved half-moon material
<input type="checkbox"/> 8 lbs. Sledgehammer	<input type="checkbox"/> Pneumatic Rotary Cutting Tool and Blade (HDPE pipe)

DOJT -OJT0070 PROCEDURE FOR REMOVING CONDUIT FROM UNDERGROUND DISTRIBUTION CABLE

1



PROCEDURE FOR REMOVING CONDUIT FROM UNDERGROUND DISTRIBUTION CABLE

- Underground electric cables are protected by conduit pipes which are buried under the roadway in the ground. The conduit protects the high voltage cables placed inside them from damage from shovels, digging bars and other work activities when excavating in the area to install new equipment. Even when using these manual devices to unearth existing ducts, extreme care must be taken not to pierce, cut, or break open the duct unless the safeguards listed in the following pages are used for your safety and the protection of the cables on the inside.
- A mechanical machine such as a backhoe should never be used to excavate around electric or gas facilities. The likelihood of the facility being damaged increases significantly when such practices are used.



GETTING PREPARED TO LOCATE DUCTS

- Before removing asphalt and concrete roadbase make sure a code 753 has been called in with the 811 center and spray marks are in place on the ground showing the path of the electric and gas lines.
- Check the spray painted mark outs against the Con Edison plates and prints. (Layout diagram, Conduit plate, Composite Feeder Plate, Low Tension mains & service and Gas Mains & Service Plate). Ask your Con Edison Representative to review these prints and the markouts with you.
- Remove concrete and asphalt within your new work zone with machine. Load out debris.
- Use a backhoe only to dig up areas where you have verified that there are no electric or gas facilities.

3



DIGGING IN AREAS WHERE YOU HAVE ELECTRIC, GAS FACILITIES, OR HAVE DISCREPANCIES BETWEEN THE MARKOUTS AND PRINTS

- Dig only using shovels and blunt edge digging bars to find electric and gas facilities. Never strike a blunt edged digging bar straight down into the soil. Precast, HDPE, Cast Iron & plastic gas mains/services can lie a few inches under the surface and the bar can still penetrate through them if you are not careful.
- When using a digging bar on hard, compacted soil, use a sideways striking motion toward the sides of the excavation, never straight down.
- Continuously remove soil from area, keep area clean of debris, locate ducts edge to edge to keep line of sight.
- Use air lance to blow out tight areas between facilities to visualize work zone.

4



PRE-JOB CHECKLIST

Breaking-Out Conduit Pre-Job Checklist

CONTRACTOR Name and Title: _____		Date of Work: _____	
Roles Review Supervisor: _____ Foreperson: _____ Safety: _____ Job Safety Officer: _____		Signature of Contractor: _____ Signature of Foreperson: _____ Signature of Safety: _____ Signature of Job Safety Officer: _____	
Layout and Activity Review Location of Work: _____ Description of Work: _____ Hazards: _____ Controls: _____ PPE: _____ Tools: _____ Other: _____			
Personal Protective Equipment Hard Hat: _____ Safety Glasses: _____ Gloves: _____ Footwear: _____ Fall Protection: _____ Hearing Protection: _____ Respiratory Protection: _____			
Tools - All tools to be laid out in work area prior to start of activity Saw: _____ Hammer: _____ Wrench: _____ Pliers: _____ Drill: _____ Other: _____			

- A new Breaking-Out Conduit Pre-Job Checklist must be completed by the Foreperson each time individuals enter or change roles, and each time a Job Briefing is administered.
- All tools to be laid out in work area prior to start of activity



5



PREPARE AREA FOR DUCT BREAK OUT

- Additional guidance for routine entry into electrical enclosed space is provided in GEHSI-S17.01 – Electrical Enclosed Space Entry.
- Once you have dug down and located duct banks make sure you clear all debris (soil, rocks) from the trench to visually have a line of site of all edges and corners.
- Determine if you need to remove the duct/s from the electrical conduit to move them to make room for the installation of additional new facilities. (WINGBACK).
- If necessary to conduct a removal: Address the PPE Requirements, work procedures and tools to be used on the following pages with the workers. Stress the importance of following procedures to avoid a high hazard injury such as shock or burns. Document in your safety briefing.

6



PPE REQUIREMENTS DURING DUCT BREAKOUT IN A TRENCH OR ENCLOSED SPACE

NOTE: ONLY COTTON WORK CLOTHS UNDERNEATH FR SUITS

You must wear an FR coverall during all duct break out procedures. Remove jewelry (chains, watches, rings, earrings)

You must wear Class 0 kV gloves, leather gauntlet leather protectors, helmet, safety glasses and face shield



FR Coverall



Class 0 kV Gloves, Gauntlets, Safety Glasses, Face Shield, Helmet.

7

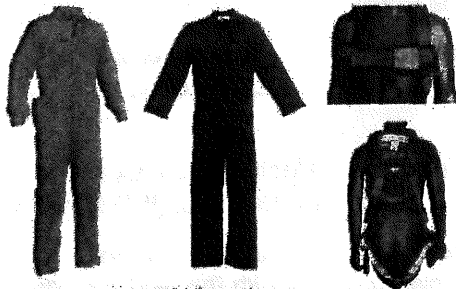


PPE REQUIREMENTS DURING DUCT BREAKOUT IN AN ELECTRICAL ENCLOSED SPACE

NOTE: ONLY COTTON WORK CLOTHS UNDERNEATH FR SUITS

You must wear an FR coverall and rescue harness during all duct break out procedures inside the EES. Remove jewelry (chains, watches, rings, earrings)

You must wear Class 0 kV gloves, leather gauntlet leather protectors, helmet, safety glasses and face shield



FR Coverall & Rescue Harness



Class 0 kV Gloves, Gauntlets, Safety Glasses, Face Shield, Helmet.

8



EQUIPMENT / TOOLS NEEDED FOR BREAKING OUT DUCTS

Precast Concrete Conduit



Only use small hammer to strike duct edges.

Insert Micarta to protect cable, keep striking away from center.

Slide Micarta along as you break off desired length of duct.

Concrete Encased Duct

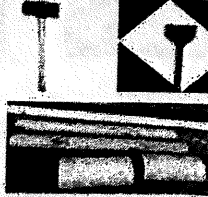


When breaking out concrete encased ducts the only tools to be used are: hammer, 3 lb. hammer With wood/plastic handle, chisel with 1.5" head, 6 lb. Sledgehammer by striking duct edges.

If concrete is not breaking with these tools, a 20 lb. chipping gun with a 1.5" head can be used.

Make a window in the Duct, slide in a Micarta board and continue breaking out the remaining duct.

See sequence on next page.



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CONCRETE ENCASED DUCT BREAKOUT SEQUENCE



Use a 3 lb. hammer striking edges. Advance to hammer & chisel with 1.5" head

If this is still not working, go to #2

1



Use 6 lb. sledgehammer striking edges, not center.

If this is still not working, go to #3

2



Use a 20 lb. chipping gun with a 2 to 4" piston stroke with a 1.5" head breaking toward edges, never straight down.

NEVER USE A JACKHAMMER, A RIVET BUSTER CHIPPING GUN, OR A BIT IN THE CHIPPING GUN LESS THAN A 1.5" HEAD. If this is still not working, go to #4

3



Visualize work zone when breaking away material. Keep work zone clean. Remember that electrical ducts are usually stacked in multiple rows and levels.

4

10

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BREAKING OUT INTERIORS OF CONCRETE/CLAY DUCTS



Find edges & visualize all ducts. Remember that there could be several across and underneath. Keep area clean, so you can tell configuration.

5



Break out window on each top duct found. Strike Away From the center.

6



Insert Micarta "half moon" protective insert in windows on ducts. Continue breaking top rows of ducts in a horizontal direction sliding Protective Micarta down the run while breaking the top & sides.

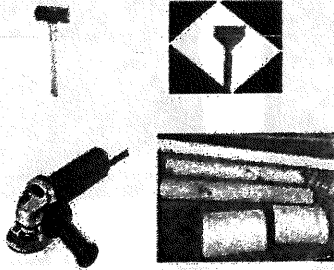
7

11

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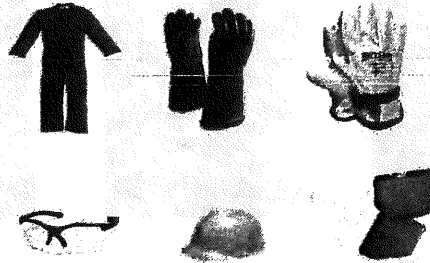
HDPE (PLASTIC) CONDUIT & STEEL DUCTS

Tools Needed



3 pd. Hammer, 2" chisel, Rotary Cutting Tool & Blade, Micarta protective "half moon"

PPE Needed



FR Coveralls, Class 0 KV Gloves, leather gauntlets, safety glasses, face shield and helmet

12

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MAKING A WINDOW IN HDPE



Visualize top of duct bank, remove excess concrete chips & dirt.
Have line of site for sections to be removed.

1



Use a rotary cutting tool to score a window in the HDPE pipe top.

Do procedure slowly and carefully.

Only score 90% of the way through the conduit.

2



Use hammer & chisel to cut away remaining plastic.

Strike away from center toward sides. Never strike straight down.

3



Insert Micarta "half moon" protection board.

Slide horizontally into conduit. Continue to cut open top of conduit to desired length. Moving the Micarta as you go.

Do each duct individually.

Do not lose your line of sight.

4

13

 conEdison

MAKING A WINDOW IN METAL CONDUIT



Visualize top of duct bank, remove excess concrete chips & dirt.

Have line of site for sections to be removed.

1



If you find a coupling connecting two sections of metal duct, slide collar over, or cut off.

There may be a large enough section underneath to insert Micarta protection board for conduit removal.

2



Use a rotary cutting tool to score a window in the steel conduit pipe top.

Do procedure slowly and carefully. Only score through 90% of steel conduit.

Use chisel and hammer to break away the rest striking away from center toward the corners.

3



Insert Micarta "half moon" protection board. Slide horizontally into conduit. Continue to cut open top of conduit to desired length, moving Micarta as you go.

Do each duct individually. Do not lose your line of sight.

4

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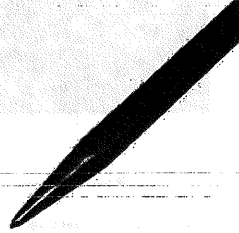
NEVER USE THESE TO FIND ELECTRICAL OR GAS FACILITIES



Never use a pickaxe



Never use a backhoe
Bucket, or ramhoe attachment
by electric or gas facilities



Never use a sharp digging
Bar.
Use blunt edge bar in
a sideways motion – never
straight down



Never use a jackhammer to break
out ducts, or use in the vicinity of
a gas main or service.

15

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QR Code for Video



**Breakout
Conduit**

players.brightcove.net



**Breakout
Conduit
(Spanish
subtitles)**

players.brightcove.net

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Breaking Out Conduit Video -

https://players.brightcove.net/6012566853001/default_default/index.html?videoId=6283610511001

Appendix B – PI Check Point Tasks

Public Improvement (PI) – Check Point Tasks

A PI Check Point Task is defined as a construction activity involving Con Edison facilities that warrant a briefing or discussion with the PI Representative and the Municipal Contractor. This briefing should be documented by the Municipal Contractor in accordance with the applicable sections of the PI Guideline (CONST-029) and OSHA.

Work Category	Task
Demolish Manhole (MH)	Inspect MH
	Build False Roof
	Remove Forms
	Demolish Walls
Build MH	Demolish MH Floor
	Install Forms
	Remove Forms
Wingback	Inspect Site
	Break Out Conduits / Duct Systems
Excavation	Reivew Mark-Outs
	Excavate
Backfill	Backfill Facilities
Roadway Restoration	Mill, Pave and/or Reconstruct Roadway
Electric Pipe Install	Install Conduit or Duct Systems
Structure POE's	Inspect MH or Service Box (SB)
	Move Cable(s)
MH or Service Box (SB) Regrade	Inspect MH or SB

**END OF JB-PAGES SECTION C
(NO FURTHER TEXT ON THIS PAGE)**

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
DIVISION OF WATER RIGHTS

SECTION D.
PRIVATE UTILITIES PARTICIPATING LIST

PRIVATE UTILITIES PARTICIPATING LIST
SAND1048

COMPANY NAME	CONTACT NAME	CONTACT TELEPHONE	E-MAIL
The Consolidated Edison Company Of New York, Inc.	Dennis Brady	917-608-3435	BradyD@coned.com
Verizon New York Inc.	Aubrey Makhanlall	516-758-3705	aubrey.n.makhanlall@verizon.com
Charter Communications, Inc.	John Piazza	718-888-4261	John.Piazza@charter.com
National Grid USA	Neville Jacobs Jr.	718-963-5612	neville.jacobs@nationalgrid.com

**END OF JB-PAGES SECTION D
(NO FURTHER TEXT ON THIS PAGE)**

SECTION E.
PRIVATE UTILITIES SCOPE OF WORK

JOINT BID WORKSHEET
ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR CONSOLIDATED EDISON COMPANY OF NEW YORK
SAND1048
SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN

JOINT BID ITEM NUMBER	DESCRIPTION	UNITS	ESTIMATED QUANTITY
JB 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .1)	EA	14
JB 100.2	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .2)	EA	10
JB 101.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .1)	EA	6
JB 108.2	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .2)	EA	1
JB 200	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES	LF	77
JB 225.1A	INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EA	15
JB 225.1B	INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES AT AN ADDITIONAL DEPTH OF UP TO 3 FEET	EA	1
JB 225.2A	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA	2
JB 225.3A	REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EA	3
JB 300.1	SPECIAL CARE EXCAVATION AND BACKFILLING IN TRENCH LESS THAN 5' DEEP	CY	70
JB 300.2	SPECIAL CARE EXCAVATION AND BACKFILLING IN TRENCH GREATER THAN 5' DEEP	CY	39
JB 306	EXCAVATION REQUIRING SPECIAL CARE ON ACCOUNT OF PARALLELING UTILITY FACILITIES	CY	213
JB 330E	SUPPORT AND PROTECTION OF UTILITY FACILITIES DURING EXCAVATION	LF	50
JB 351	INSTALL AND REMOVE "A" FRAME ON UTILITY POLES	EA	1
JB 400	TEST PITS FOR UTILITY FACILITIES	CY	200
JB 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES	CY	430
JB 402.2	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	LF	1,245

JOINT BID WORKSHEET
ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR CONSOLIDATED EDISON COMPANY OF NEW YORK

SAND1048

SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN

JOINT BID ITEM NUMBER	DESCRIPTION	UNITS	ESTIMATED QUANTITY
JB 450.1	CONSTRUCTION FIELD SUPPORT - SURVEY CREW (TYPE .1)	CRHRS	1
JB 450.2	CONSTRUCTION FIELD SUPPORT - SMALL SIZE CREW (TYPE .2)	CRHRS	133
JB 450.3	CONSTRUCTION FIELD SUPPORT - MEDIUM SIZE CREW (TYPE .3)	CRHRS	141
JB 636 MG	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (41" TO UNDER 75" WIDTH)	EA	3
JB 636 MI	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (125" TO UNDER 170" WIDTH)	EA	15
JB 711	USE SHEETING LINE AS FORM	LF	36
JB 802A	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	SF	6,809
JB 802B	SPECIAL CARE EXCAVATION AND RESOTRATION FOR CURB WORK	LF	227

JB-E3

**CON EDISON JOINT BIDDING SCOPE OF WORK
SUPPORT AND PROTECTION
SAND1048
SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN**

JB 100.1 UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .1) EA

At the following locations:

Intersection of 37th St. and 2nd Ave.
Intersection of 36th Street and 2nd Ave.
Intersection of 34th Street and 2nd Ave.
Intersection of 33rd Street and 2nd Ave.
Intersection of 31st Street and 2nd Ave.
Intersection of 32nd Street and 2nd Ave.
Intersection of 29th Street and 2nd Ave.
F/O House 3 95 On 29th Street
Intersection of 2nd Ave. and 33rd Street
Intersection of 37th and 2nd Ave.
Intersection 31st Street and 2nd Ave.
Intersection of 32nd Street and 2nd Ave.
Intersection of 29th Street and 2nd Ave.

Total Quantity for JB 100.1 = 14

JB 100.2 UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .2) EA

At the following locations:

Intersection 37th Street and 2nd Ave.
Intersection of 2nd Ave. and 35th Street
Intersection of 32nd Street and 2nd Ave.
Intersection of 30th Street and 2nd Ave.
Intersection of 29th Street and 2nd Ave.
F/O House# 95 On 29th Street
Intersection of 3rd Ave. and 29th Street

Total Quantity for JB 100.2 = 10

JB 101.1 UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .1) EA

At the following locations:

Intersection of 36th Street and 2nd Ave.
Intersection of 33rd Street and 2nd Ave.

Total Quantity for JB 101.1 = 6

**CON EDISON JOINT BIDDING SCOPE OF WORK
SUPPORT AND PROTECTION
SAND1048
SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN**

JB 108.2 UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE EA
.2)

At the following locations:

65' WW/C 3rd Ave. and 17' N/S/C 29th Street

Total Quantity for JB 108.2 = 1

JB 200 EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES LF

At the following locations:

Intersection of 2nd Ave. and 35th Street

Intersection of 32nd Street and 2nd Ave.

Intersection of 2nd Avenue and 37th Street

Total Quantity for JB 200 = 77

JB 225.1A INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES EA

At the following locations:

Intersection of 37th Street and 2nd Ave.

Intersection of 2nd Ave. and 35th Street

Intersection 34th Street and 2nd Ave.

Intersection of 33rd Street and 2nd Ave.

Intersection of 32nd Street and 2nd Ave.

Interseciton 31st Street and 2nd Ave.

Intersection of 30th Street and 2nd Ave.

Intersection of 3rd Ave. and 29th Street

Intersection of 2nd Ave. and 36th Street

Intersection of 2nd Avenue and 35th Street

Intersection of 2nd Ave. and 34th Street

Total Quantity for JB 225.1A = 15

JB 225.1B INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES AT AN EA
ADDITIONAL DEPTH OF UP TO 3 FEET

At the following locations:

Intersection of 37th Street and 2nd Ave.

Total Quantity for JB 225.1B = 1

**CON EDISON JOINT BIDDING SCOPE OF WORK
SUPPORT AND PROTECTION
SAND1048
SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN**

JB 225.2A	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA
	<i>At the following locations:</i>	
	Intersection of 2nd Ave. and 37th Street	
	Intersection of 2nd Ave. and 32nd Street	
	Total Quantity for JB 225.2A = 2	
JB 225.3A	REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EA
	<i>At the following locations:</i>	
	Intersection of 32nd Street and 2nd Ave.	
	100' N/N/C 33rd Street and East Curb of 2nd Avenue	
	36' S/S/C 32nd Street and East Curb of 2nd Ave.	
	Total Quantity for JB 225.3A = 3	
JB 300.1	SPECIAL CARE EXCAVATION AND BACKFILLING IN TRENCH LESS THAN 5' DEEP	CY
	<i>At the following locations:</i>	
	Intersection 31st Street and 2nd Ave.	
	Intersection of 3rd Ave. and 29th Street	
	Total Quantity for JB 300.1 = 70	
JB 300.2	SPECIAL CARE EXCAVATION AND BACKFILLING IN TRENCH GREATER THAN 5' DEEP	CY
	<i>At the following locations:</i>	
	Intersection of 2nd Ave. and 37th Street	
	Intersection of 3rd Ave. and 29th Street	
	Total Quantity for JB 300.2 = 39	
JB 306	EXCAVATION REQUIRING SPECIAL CARE ON ACCOUNT OF PARALLELING UTILITY FACILITIES	CY
	<i>At the following locations:</i>	
	29th Street Between 2nd Ave. and 3rd Ave.	
	Total Quantity for JB 306 = 213	

**CON EDISON JOINT BIDDING SCOPE OF WORK
SUPPORT AND PROTECTION
SAND1048
SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN**

JB 330E	SUPPORT AND PROTECTION OF UTILITY FACILITIES DURING EXCAVATION	LF
	<i>At the following locations:</i>	
	29th Street Between 2nd Ave. and 3rd Ave.	
	Total Quantity for JB 330E = 50	
JB 351	INSTALL AND REMOVE "A" FRAME ON UTILITY POLES	EA
	<i>At the following locations:</i>	
	Intersection of 32nd Street and 2nd Ave.	
	Total Quantity for JB 351 = 1	
JB 400	TEST PITS FOR UTILITY FACILITIES	CY
	<i>At the following locations:</i>	
	Various Location	
	Various Location	
	Total Quantity for JB 400 = 200	
JB 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES	CY
	<i>At the following locations:</i>	
	Intersection of 30th Street and 2nd Ave.	
	Intersection of 29th Street and 2nd Ave.	
	Intersection of 2nd Avenue and 35th Street	
	Intersection of 2nd Avenue and 33rd Street	
	Intersection of 2nd Ave. and 37th Street	
	Intersection of 37th Street and 2nd Ave.	
	30' E/E/C 2nd Ave. and N/S of 37th Street	
	15' N/N/C 30th Street and 2nd Ave.	
	Intersection of 29th Street and 2nd Ave.	
	350' E/E/C 2nd Ave. and S/S 29th Street	
	Intersection 29th Street and 3rd Ave.	
	Total Quantity for JB 401 = 430	

**CON EDISON JOINT BIDDING SCOPE OF WORK
SUPPORT AND PROTECTION
SAND1048
SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN**

JB 402.2 **EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT** **LF**

At the following locations:

Intersection of 30th Street and 2nd Ave.
Intersection of 2nd Avenue and 35th Street
Intersection of 2nd Avenue and 33rd Street
Intersection of 29th Street and 2nd Ave.
Intersection of 2nd Ave. and 37th Street
Intersection of 37th Street and 2nd Ave.
30' E/E/C 2nd Ave. and N/S of 37th Street
15' N/N/C 30th Street and 2nd Ave.
Intersection of 29th Street and 2nd Ave.
350' E/E/C 2nd Ave. and S/S 29th Street
Intersection of 3rd Ave. and 29th Street

Total Quantity for JB 402.2 = 1,245

JB 450.1 **CONSTRUCTION FIELD SUPPORT - SURVEY CREW (TYPE .1)** **CRHRS**

At the following locations:

Various Location

Total Quantity for JB 450.1 = 1

JB 450.2 **CONSTRUCTION FIELD SUPPORT - SMALL SIZE CREW (TYPE .2)** **CRHRS**

At the following locations:

Various Locations
Various Locations

Total Quantity for JB 450.2 = 133

JB 450.3 **CONSTRUCTION FIELD SUPPORT - MEDIUM SIZE CREW (TYPE .3)** **CRHRS**

At the following locations:

Various Locations
Various Locations

Total Quantity for JB 450.3 = 141

**CON EDISON JOINT BIDDING SCOPE OF WORK
SUPPORT AND PROTECTION
SAND1048
SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN**

JB 636 MG

MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (41" TO UNDER 75" WIDTH) EA

At the following locations:

23' N/N/C 39th St. 2' E/E/C 2nd Ave.
Intersection of 2nd Ave. and 35th Street
F/O House# 830 On 29th Street

Total Quantity for JB 636 MG = 3

**CON EDISON JOINT BIDDING SCOPE OF WORK
SUPPORT AND PROTECTION
SAND1048
SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN**

JB 636 MI MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (125" TO UNDER 170" WIDTH) EA

At the following locations:

8' E/E/C 2nd Ave. and 55' N/N/C 39th Street
2nd Avee. Bet. 39th Street and 37th St.
9 E/E/C 2nd Ave. and 22' S/S/C 37th Street
Intersection 36th Street and 2nd Ave.
Intersection 34th Street and 2nd Ave.
53' N/N/C 33rd Street and 2' W/E/C East Curb of 2nd Ave.
34' S/S/C 32nd Street and 10' E/E/C 2nd Ave.
Intersection of 32nd Street and 2nd Ave.
Interseciton 31st Street and 2nd Ave.
Intersection of 30th Street and 2nd Ave.
85' N/N/C 30th Street and 6' W/E/C 2nd Ave.
Intersection of 29th Street and 2nd Ave.
206' W/W/C 3rd Ave. and 22' N/S/C 29th Street

Total Quantity for JB 636 MI = 15

**CON EDISON JOINT BIDDING SCOPE OF WORK
SUPPORT AND PROTECTION
SAND1048
SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN**

CY

JB 711

USE SHEETING LINE AS FORM

LF

At the following locations:

Intersection of 34th St. and 2nd Ave.

Intersection of 35th and 2nd Ave.

Intersection of 36th Street and 2nd Ave.

AS SHOWN ON CONTRACT DRAWINGS AND DIRECTED BY A CON EDISON REP.

Total Quantity for JB 711 = 36

**CON EDISON JOINT BIDDING SCOPE OF WORK
SUPPORT AND PROTECTION
SAND1048
SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN**

JB 802A

SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK

SF

At the following locations:

2nd Ave. Bet. 29th Street and 37th St.
2nd Ave. Bet. 39th Street and 37th St.
2nd Ave. Bet. 39th Street and 37th St.
Intersection of 37th Street and 2nd Ave.
Intersection of 37th Street and 2nd Ave.
Intersection of 33rd Street and 2nd Ave.
54' S/S/C 32nd Street and East Curb of 2nd Ave.
54' S/S/C 32nd Street and East Curb of 2nd Ave.
F/O House# 95 On 29th Street
F/O House# 95 On 29th Street
170' W/W/C 3rd Ave. and North Curb of 29th Street
35' W/W/C 3rd Ave. and South Curb of 29th Street
Intersection of 2nd Avenue and 37th Street
Intersection of 2nd Ave. and 34th Street
Intersection of 2nd Ave. and 33rd Street
Intersection of 2nd Avenue and 29th Street
Intersection of 29th Street and 2nd Avenue
Intersection of 36th Street and 2nd Avenue
Intersection of 36th Street and 2nd Avenue

2nd Ave. Bet. 29th Street and 37th St.

Total Quantity for JB 802A = 6,809

**CON EDISON JOINT BIDDING SCOPE OF WORK
SUPPORT AND PROTECTION
SAND1048
SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN**

JB 802B

SPECIAL CARE EXCAVATION AND RESOTRATION FOR CURB WORK

LF

At the following locations:

2nd Ave. Bet. 39th Street and 37th St.
2nd Ave. Bet. 29th Street and 37th St.
Intersection of 37th Street and 2nd Ave.
Intersection 36th Street and 2nd Ave.
Intersection of 2nd Ave. and 35th Street
Intersection 34th Street and 2nd Ave.
Intersection of 33rd Street and 2nd Ave.
54' S/S/C 32nd Street and East Curb of 2nd Ave.
Intersection of 32nd Street and 2nd Ave.
Interseciton 31st Street and 2nd Ave.
Intersection of 30th Street and 2nd Ave.
100'n/N/C 30th Street West Curb of 2nd Ave.
Intersection of 29th Street and 2nd Ave.
F/O House# 95 On 29th Street
170' W/W/C 3rd Ave. and North Curb of 29th Street
35' W/W/C 3rd Ave. and South Curb of 29th Street
Intersection of 3rd Ave. and 29th Street
Intersection of 36th Street and 2nd Avenue
Various Locations

Total Quantity for JB 802B = 227

**CON EDISON CONTRACT INCLUSION ANALYSIS
CITY BID ITEMS ESTIMATED QUANTITIES**

SAND1048

**SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN**

CITY BID ITEM NUMBER	DESCRIPTION	UNIT	TOTAL QUANTITY
4.02 CB	ASPHALTIC CONCRETE MIXTURE	TONS	71
4.04 HF	CONCRETE BASE PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION (HIGH EARLY STRENGTH)	CY	48
6.55	SAWCUTTING EXISTING PAVEMENT	LF	100
6.91	REFLECTIVE CRACKING MEMBRANE (18" WIDE)	LF	100
51.42S1SO	INCREMENTAL COST OF TYPE 3 CATCH BASIN WITH CURB PIECE IN LIEU OF TYPE 1 CATCH BASIN	EA	14
60.11R612	FURNISHING AND DELIVERING 12" DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	LF	50
60.12D12	LAYING 12" DUCTILE IRON PIPE AND FITTINGS	LF	50
73.31AEO	ADDITIONAL EARTH EXCAVATION INCLUDING TEST PIT	CY	19

**CON EDISON JOINT BIDDING SCOPE OF WORK
CITY BID ITEMS FOR INCLUSION IN
SAND1048
SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN**

4.02 CB ASPHALTIC CONCRETE MIXTURE TONS

At the following locations:

Various Location

Intersection of 32nd Street and 2nd Ave.

30' E/E/C 2nd Ave. and N/S of 37th Street

15' N/N/C 30th Street and 2nd Ave.

Intersection of 29th Street and 2nd Ave.

350' E/E/C 2nd Ave. and S/S 29th Street

Intersection of 3rd Ave. and 29th St.

Total Quantity for 4.02 CB = 71

**4.04 HF CONCRETE BASE PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION (HIGH
EARLY STRENGTH) CY**

At the following locations:

Intersection of 3rd Ave. and 29th St.

Various Location

Intersection of 32nd Street and 2nd Ave.

30' E/E/C 2nd Ave. and N/S of 37th Street

15' N/N/C 30th Street and 2nd Ave.

Intersection of 29th Street and 2nd Ave.

350' E/E/C 2nd Ave. and S/S 29th Street

Total Quantity for 4.04 HF = 48

6.55 SAWCUTTING EXISTING PAVEMENT LF

At the following locations:

Various Location

Total Quantity for 6.55 = 100

**CON EDISON JOINT BIDDING SCOPE OF WORK
CITY BID ITEMS FOR INCLUSION IN
SAND1048
SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN**

6.91 REFLECTIVE CRACKING MEMBRANE (18" WIDE) LF

At the following locations:

Various Location

Total Quantity for 6.91 = 100

51.42S1S0 INCREMENTAL COST OF TYPE 3 CATCH BASIN WITH CURB PIECE IN LIEU OF TYPE 1 CATCH BASIN EA

At the following locations:

Various Location

Total Quantity for 51.42S1S0 = 14

60.11R612 FURNISHING AND DELIVERING 12" DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56) LF

At the following locations:

Various Locations

Total Quantity for 60.11R612 = 50

60.12D12 LAYING 12" DUCTILE IRON PIPE AND FITTINGS LF

At the following locations:

Various Locations

Total Quantity for 60.12D12 = 50

73.31AEO ADDITIONAL EARTH EXCAVATION INCLUDING TEST PIT CY

At the following locations:

Various Locations

Total Quantity for 73.31AEO = 19

**CON EDISON CONTRACT INCLUSION ANALYSIS
CITY BID SPECIALTY ITEMS ESTIMATED QUANTITIES**

SAND1048

**SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN**

CITY BID ITEM NUMBER	DESCRIPTION	UNIT	TOTAL QUANTITY
JB 500	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	LF	491
JB 501	REMOVAL OF ABANDONED MASONRY FOR UTILITY FACILITIES	CY	17
JB 603E.1	INSTALL UTILITY CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	LF	2100
JB 636R	REPAIR TO UTILITY STRUCTURES	CY	33
JB 638N	INSTALLATION OF FIELD CONSTRUCTED UTILITIES STRUCTURES	CY	69
JB 638R	BREAK OUT AND REMOVE UTILITY STRUCTURE	CY	69

**CON EDISON JB SPECIALTY ITEM SCOPE OF
WORK SUPPORT AND PROTECTION
SAND1048
SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN**

JB 500 REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED) LF

At the following locations:

Intersection of 32nd Street and 2nd Ave.
Intersection of 2nd Avenue and 33rd Street
53' E/E/C 2nd Ave. and 37th Street
N/E Corner of The Intersection of 2nd Ave. and 36th Street
N/E Corner of The Intersection of 2nd Ave. and 36th Street
Intersection of 3rd Ave. and 29th Street

Total Quantity for JB 500 = 491

JB 501 REMOVAL OF ABANDONED MASONRY FOR UTILITY FACILITIES CY

At the following locations:

340' E/E/C 2nd Ave. S/S 29th Street

Total Quantity for JB 501 = 17

JB 603E.1 INSTALL UTILITY CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT LF

At the following locations:

Intersection of 3rd Ave. and 29th Street
Intersection of 3rd Ave. and 29th Street

Total Quantity for JB 603E.1 = 2,100

**CON EDISON JB SPECIALTY ITEM SCOPE OF
WORK SUPPORT AND PROTECTION
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SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN**

JB 636 R **REPAIR TO UTILITY STRUCTURES** **CY**

At the following locations:

Intersection of 29th Street and 2nd Ave.

Total Quantity for JB 636 R = 33

JB 638 N **INSTALLATION OF FIELD CONSTRUCTED UTILITIES STRUCTURES.** **CY**

At the following locations:

Intersection of 29th Street and 2nd Ave.

340' E/E/C 2nd Ave. S/S 29th Street

Intersecton 29th Street and 2nd Ave.

Total Quantity for JB 638 N = 69

JB638R **BREAK OUT AND REMOVE UTILITY STRUCTURE** **CY**

At the following locations

Intersection of 29th Street and 2nd Ave

340' E/E/C 2nd Ave. S/S 29th Street

Intersection 29th Street and 2nd Ave.

Total Quantity for JB 638R = 69

JOINT BID WORKSHEET
SAND1048 - BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN
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 CONNECTION AND/OR TEST PIT (TYPE .1)	EA.	12
JB 100.2	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .2)	EA.	4
JB 100.3	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .3)	EA.	3
JB 101.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .1)	EA.	7
JB 101.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .2)	EA.	3
JB 101.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .3)	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.	2
JB 108.3	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .3)	EA.	2
JB 200	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES	L.F.	25
JB 225.1A	INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.	4
JB 225.2A	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.	6
JB 225.3A	REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.	4
JB 300.1	SPECIAL CARE EXCAVATION AND BACKFILLING IN TRENCH LESS THAN 5' DEEP	C.Y.	25
JB 300.2	SPECIAL CARE EXCAVATION AND BACKFILLING IN TRENCH GREATER THAN 5' DEEP	C.Y.	25
JB 330T1	SUPPORT AND PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMMUNICATION FACILITIES LIE COMPLETELY IN THE PROPOSED CITY TRENCH	L.F.	100
JB 330T2.1	COMMUNICATIONS FACILITY OPERATOR(S) REQUESTS THE TRENCH BE WIDENED	L.F.	100
JB 330T2.2	COMMUNICATION FACILITY OPERATOR(S) REQUESTS THE TRENCH / SHEETING BE MODIFIED	L.F.	100
JB 400	TEST PITS FOR UTILITY FACILITIES	C.Y.	35
JB 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES	C.Y.	235
JB 402T.1A	EXISTING CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	200

JB-E18

JOINT BID WORKSHEET
SAND1048 - BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN
ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR VERIZON

JOINT BID ITEM NUMBER	DESCRIPTION	Unit of Measure	Estimated Quantity
JB 402T.2A	EXISTING NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	1245
JB 402T.3	ACM REMOVAL AND DISPOSAL OF VERIZON/ECS CONDUITS WITH ASBESTOS CONTAINING MATERIAL TRANSITE PIPES (ACM-TP) UP TO AND INCLUDING 4" DIAMETER	L.F.	50
JB 402T.V1A	EXISTING VACANT CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	150
JB 402T.V2A	EXISTING VACANT NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	165
JB 406	EXCAVATION FOR UTILITY STRUCTURE	C.Y.	16
JB 450.3	CONSTRUCTION FIELD SUPPORT - MEDIUM SIZE CREW (TYPE .3)	CREW/HR	100
JB 636 EE	ADJUSTMENT OF UTILITY HARDWARE (34" TO UNDER 41" WIDTH)	EACH	12
JB 700	SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER	C.Y.	322
JB 711	USE SHEETING LINE AS FORM	L.F.	20
JB 781	REMOVABLE CURB SIDEWALK PANEL FOR ACCESS TO UTILITY STRUCTURE OPENINGS	EACH	3
JB 798	MODIFICATION OF NON-CONCRETE YOKE TROLLEY STRUCTURES REMOVAL WHEN CROSSING UTILITY FACILITIES	L.F.	250
JB 799	MODIFICATION OF NON-CONCRETE YOKE TROLLEY STRUCTURES REMOVAL PARALLEL TO UTILITY FACILITIES	L.F.	250
JB 802A	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	S.F.	3773
JB 802B	SPECIAL CARE EXCAVATION AND RESOTRATION FOR CURB WORK	L.F.	175
JB 803.2	LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATIONS (LINE CUT ANY COMBINATION OF ASPHALT AND CONCRETE ROADWAY)	L.F.	200

JB-E18a

VERIZON JOINT BIDDING SCOPE OF WORK
SUPPORT & PROTECTION
SAND1048 - BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN

JB 100.1 UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .1) EA.

At the following locations:

N/S OF 37TH STREET, E/O 2ND AVENUE	1
INT. OF 2ND AVENUE AND 37TH STREET	1
W/S OF 2ND AVENUE, N/O 34TH STREET	1
W/S OF 2ND AVENUE, N/O 33RD STREET	1
N/S OF 33RD STREET, E/O 2ND AVENUE	1
E/S OF 2ND AVENUE FROM 31ST STREET TO 30TH STREET	1
E/S OF 2ND AVENUE, N/O 30TH STREET	1
E/S OF 2ND AVENUE, N/O 29TH STREET	1
W/S OF 2ND AVENUE, N/O 29TH STREET	1
S/S OF 29TH STREET, E/O 2ND AVENUE	1
AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	2

Total quantity for JB 100.1 = 12

JB 100.2 UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .2) EA.

At the following locations:

N/S OF 29TH STREET FROM 2ND AVENUE TO 3RD AVENUE	2
AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	2

Total quantity for JB 100.2 = 4

JB 100.3 UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .3) EA.

At the following locations:

INT. OF 2ND AVENUE AND 37TH STREET	1
AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	2

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:

W/S OF 2ND AVENUE, N/O 39TH STREET	1
INT. OF 2ND AVENUE AND 36TH STREET	1
INT. OF 2ND AVENUE AND 33RD STREET	1
W/S OF 2ND AVENUE, N/O 29TH STREET	1
E/S OF 2ND AVENUE, N/O 29TH STREET	1
AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	2

Total quantity for JB 101.1 = 7

JB 101.2 UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .2) EA.

At the following locations:

AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	3
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Total quantity for JB 101.2 = 3

VERIZON JOINT BIDDING SCOPE OF WORK
SUPPORT & PROTECTION
SAND1048 - BROOKLYN WATERFRONT GREENWAY
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JB 101.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE 3)	EA.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	3
	Total quantity for JB 101.3 =	3
JB 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)	EA.
	At the following locations:	
	S/E/C OF 2ND AVENUE AND 29TH STREET	1
	S/S OF 29TH STREET FROM 2ND AVENUE TO 3RD AVENUE	3
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	2
	Total quantity for JB 108.1 =	6
JB 108.2	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE 2)	EA.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	2
	Total quantity for JB 108.2 =	2
JB 108.3	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE 3)	EA.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	2
	Total quantity for JB 108.3 =	2
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	25
	Total quantity for JB 200 =	25
JB 225.1A	INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.
	At the following locations:	
	W/S OF 2ND AVENUE, N/O 29TH STREET	1
	S/S OF 29TH STREET FROM 2ND AVENUE TO 3RD AVENUE	1
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	2
	Total quantity for JB 225.1A =	4

VERIZON JOINT BIDDING SCOPE OF WORK
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JB 225.2A	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.
	At the following locations:	
	E/S OF 2ND AVENUE, S/O 37TH STREET	1
	N/S OF 37TH STREET, E/O 2ND AVENUE	1
	S/S OF 29TH STREET, E/O 2ND AVENUE	1
	S/S OF 29TH STREET FROM 2ND AVENUE TO 3RD AVENUE	1
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	2
	Total quantity for JB 225.2A =	6
JB 225.3A	REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.
	At the following locations:	
	S/S 37TH STREET, E/O 2ND AVENUE	1
	S/S OF 29TH STREET, E/O 2ND AVENUE	1
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	2
	Total quantity for JB 225.3A =	4
JB 300.1	SPECIAL CARE EXCAVATION AND BACKFILLING IN TRENCH LESS THAN 5' DEEP	C.Y.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	25
	Total quantity for JB 300.1 =	25
JB 300.2	SPECIAL CARE EXCAVATION AND BACKFILLING IN TRENCH GREATER THAN 5' DEEP	C.Y.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	25
	Total quantity for JB 300.2 =	25
JB 330T1	SUPPORT AND PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMMUNICATION FACILITIES LIE COMPLETELY IN THE PROPOSED CITY TRENCH	L.F.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	100
	Total quantity for JB 330T1 =	100
JB 330T2.1	COMMUNICATIONS FACILITY OPERATOR(S) REQUESTS THE TRENCH BE WIDENED	L.F.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	100
	Total quantity for JB 330T2.1 =	100

VERIZON JOINT BIDDING SCOPE OF WORK
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JB 330T.2	COMMUNICATION FACILITY OPERATOR(S) REQUESTS THE TRENCH / SHEETING BE MODIFIED	L.F.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	100
	Total quantity for JB 330T.2 =	100
JB 400	TEST PITS FOR UTILITY FACILITIES	C.Y.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	35
	Total quantity for JB 400 =	35
JB 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES	C.Y.
	At the following locations:	
	E/S OF 2ND AVENUE, S/O 37TH STREET	67
	N/S OF 37TH STREET, E/O 2ND AVENUE	10
	W/S OF 2ND AVENUE, N/O 29TH STREET	17
	S/S OF 29TH STREET, E/O 2ND AVENUE	16
	S/S OF 29TH STREET FROM 2ND AVENUE AND TO 3RD AVENUE	75
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	50
	Total quantity for JB 401 =	235
JB 402T.1A	EXISTING CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	200
	Total quantity for JB 402T.1A =	200
JB 402T.2A	EXISTING NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.
	At the following locations:	
	E/S OF 2ND AVENUE, S/O 37TH STREET	350
	N/S OF 37TH STREET, E/O 2ND AVENUE	25
	W/S OF 2ND AVENUE, N/O 29TH STREET	70
	S/S OF 29TH STREET, E/O 2ND AVENUE	150
	S/S OF 29TH STREET FROM 2ND AVENUE TO 3RD AVENUE	400
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	250
	Total quantity for JB 402T.2A =	1245
JB 402T.3	ACM REMOVAL AND DISPOSAL OF VERIZON/ECS CONDUITS WITH ASBESTOS CONTAINING MATERIAL TRANSITE PIPES (ACM-TP) UP TO AND INCLUDING 4" DIAMETER	L.F.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	50
	Total quantity for JB 402T.3 =	50

VERIZON JOINT BIDDING SCOPE OF WORK
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BOROUGH OF BROOKLYN

JB 402T.V1A **EXISTING VACANT CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASMENT** **L.F.**

At the following locations:

AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE 150

Total quantity for JB 402T.V1A = 150

JB 402T.V2A **EXISTING VACANT NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASMENT** **L.F.**

At the following locations:

E/S OF 2ND AVENUE, S/O 37TH STREET 100

S/S OF 29TH STREET, E/O 2ND AVENUE 30

AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE 35

Total quantity for JB 402T.V2A = 165

JB 406 **EXCAVATION FOR UTILITY STRUCTURE** **C.Y.**

At the following locations:

E/S OF 2ND AVENUE, S/O 37TH STREET 4

S/S OF 29TH STREET FROM 2ND AVENUE TO 3RD AVENUE 7

AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE 5

Total quantity for JB 406 = 16

JB 450.3 **CONSTRUCTION FIELD SUPPORT - MEDIUM SIZE CREW (TYPE .3)** **CREW/HR**

At the following locations:

AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE 100

Total quantity for JB 450.3 = 100

JB-E23

VERIZON JOINT BIDDING SCOPE OF WORK
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SAND1048 - BROOKLYN WATERFRONT GREENWAY
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JB 636 EE ADJUSTMENT OF UTILITY HARDWARE (34" TO UNDER 41" WIDTH) EACH

At the following locations:

INT. OF 2ND AVENUE AND 37TH STREET	1
E/S OF 2ND AVENUE FROM 36TH STREET TO 35TH STREET	1
E/S OF 2ND AVENUE FROM 35TH STREET TO 34TH STREET	1
E/S 2ND AVENUE FROM 34TH STREET TO 33RD STREET	1
E/S OF 2ND AVENUE FROM 33RD STREET TO 32ND STREET	1
E/S OF 2ND AVENUE FROM 32ND STREET TO 31ST STREET	1
E/S OF 2ND AVENUE, S/O 29TH STREET	1
N/S OF 29TH STREET FROM 2ND AVENUE TO 3RD AVENUE	1
S/S OF 29TH STREET FROM 2ND AVENUE TO 3RD AVENUE	1
AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	3

Total quantity for JB 636 EE = 12

JB-E24

VERIZON JOINT BIDDING SCOPE OF WORK
SUPPORT & PROTECTION
SAND1048 - BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN

JB 700	SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER	C.Y.
	At the following locations:	
	2ND AVENUE BETWEEN 39TH STREET AND 37TH STREET	21
	S/S 37TH STREET, E/O 2ND AVENUE	13
	W/S OF 2ND AVENUE, S/O 35TH STREET	16
	E/S OF 2ND AVENUE FROM 36TH STREET TO 35TH STREET	8
	W/S OF 2ND AVENUE FROM 35TH STREET TO 34TH STREET	16
	E/S OF 2ND AVENUE FROM 35TH STREET TO 34TH STREET	8
	E/S OF 2ND AVENUE, N/O 34TH STREET	8
	E/S 2ND AVENUE FROM 34TH STREET TO 33RD STREET	8
	W/S OF 2ND AVENUE, N/O 33RD STREET	19
	N/S OF 33RD STREET, E/O 2ND AVENUE	19
	E/S OF 2ND AVENUE, S/O 29TH STREET	40
	S/W/C OF 3RD AVENUE AND 29TH STREET	29
	S/S OF 29TH STREET FROM 2ND AVENUE TO 3RD AVENUE	67
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	50
	Total quantity for JB 700 =	322
JB 711	USE SHEETING LINE AS FORM	L.F.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	20
	Total quantity for JB 711 =	20
JB 781	REMOVABLE CURB SIDEWALK PANEL FOR ACCESS TO UTILITY STRUCTURE OPENINGS	EACH
	At the following locations:	
	ALONG 2ND AVENUE FROM 30TH STREET TO 29TH STREET	1
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	2
	Total quantity for JB 781 =	3
JB 798	MODIFICATION OF NON-CONCRETE YOKE TROLLEY STRUCTURES REMOVAL WHEN CROSSING UTILITY FACILITIES	L.F.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	250
	Total quantity for JB 798 =	250
JB 799	MODIFICATION OF NON-CONCRETE YOKE TROLLEY STRUCTURES REMOVAL PARALLEL TO UTILITY FACILITIES	L.F.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	250
	Total quantity for JB 799 =	250

JB-E25

VERIZON JOINT BIDDING SCOPE OF WORK
SUPPORT & PROTECTION
SAND1048 - BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN

JB 802A **SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK** **S.F.**

At the following locations:

E/S OF 2ND AVENUE FROM 39TH STREET TO 37TH STREET	1710
S/S 37TH STREET, E/O 2ND AVENUE	250
W/S OF 2ND AVENUE, S/O 35TH STREET	50
E/S OF 2ND AVENUE FROM 36TH STREET TO 35TH STREET	90
W/S OF 2ND AVENUE FROM 35TH STREET TO 34TH STREET	60
E/S OF 2ND AVENUE FROM 35TH STREET TO 34TH STREET	90
E/S OF 2ND AVENUE, N/O 34TH STREET	90
E/S 2ND AVENUE FROM 34TH STREET TO 33RD STREET	90
W/S OF 2ND AVENUE, N/O 33RD STREET	70
ALONG 2ND AVENUE FROM 30TH STREET TO 29TH STREET	40
N/S OF 29TH STREET, E/O 2ND AVENUE	140
S/W/C OF 3RD AVENUE AND 29TH STREET	95
S/S OF 29TH STREET, W/O 3RD AVENUE	98
AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	900

Total quantity for JB 802A = 3773

JB 802B **SPECIAL CARE EXCAVATION AND RESOTRATION FOR CURB WORK** **L.F.**

At the following locations:

E/S OF 2ND AVENUE BETWEEN 39TH STREET AND 37TH STREET	10
S/S 37TH STREET, E/O 2ND AVENUE	7
W/S OF 2ND AVENUE, S/O 35TH STREET	7
E/S OF 2ND AVENUE FROM 36TH STREET TO 35TH STREET	7
W/S OF 2ND AVENUE FROM 35TH STREET TO 34TH STREET	7
E/S OF 2ND AVENUE FROM 35TH STREET TO 34TH STREET	7
E/S OF 2ND AVENUE, N/O 34TH STREET	7
E/S 2ND AVENUE FROM 34TH STREET TO 33RD STREET	7
W/S OF 2ND AVENUE, N/O 33RD STREET	7
ALONG 2ND AVENUE FROM 30TH STREET TO 29TH STREET	7
N/S OF 29TH STREET, E/O 2ND AVENUE	10
S/W/C OF 3RD AVENUE AND 29TH STREET	21
S/S OF 29TH STREET, W/O 3RD AVENUE	21
AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	50

Total quantity for JB 802B = 175

JB 803.2 **LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATIONS (LINE CUT ANY COMBINATION OF ASPHALT AND CONCRETE ROADWAY)** **L.F.**

At the following locations:

AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	200
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Total quantity for JB 803.2 = 200

UTILITY CONTRACT INCLUSION ANALYSIS
BID ITEM ACCOMMODATION
SAND1048 - BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN
ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR VERIZON

BID ITEM NUMBER	DESCRIPTION	Unit of Measure	Estimated Quantity
4.02 CB	ASPHALTIC CONCRETE MIXTURE	TONS.	23
4.02 AG	ASPHALTIC CONCRETE WEARING COURSE, 3" THICK	S.Y.	121
4.04 HF	CONCRETE BASE FOR PAVEMENT, 11" THICK (HIGH EARLY STRENGTH)	C.Y.	38
4.13 AAS	4" CONCRETE SIDEWALK (UNPIGMENTED)	S.F.	75
6.02 AAN	UNCLASSIFIED EXCAVATION	C.Y.	53
6.55	SAWCUTTING EXISTING PAVEMENT	L.F.	580
70.81CB	CLEAN BACKFILL	C.Y.	53

JB-E27

UTILITY INCLUSION SCOPE OF WORK
BID ITEM ACCOMMODATION
SAND1048 - BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN

4.02 CB ASPHALTIC CONCRETE MIXTURE TONS.

At the following locations:

E/S OF 2ND AVENUE, S/O 37TH STREET	7
N/S OF 37TH STREET, E/O 2ND AVENUE	1
W/S OF 2ND AVENUE, N/O 29TH STREET	3
S/S OF 29TH STREET, E/O 2ND AVENUE	4
S/S OF 29TH STREET FROM 2ND AVENUE TO 3RD AVENUE	8

Total quantity for 4.02 CB = 23

4.02 AG ASPHALTIC CONCRETE WEARING COURSE, 3" THICK S.Y.

At the following locations:

E/S OF 2ND AVENUE, S/O 37TH STREET	44
N/S OF 37TH STREET, E/O 2ND AVENUE	8
W/S OF 2ND AVENUE, N/O 29TH STREET	19
S/S OF 29TH STREET, E/O 2ND AVENUE	19
S/S OF 29TH STREET FROM 2ND AVENUE TO 3RD AVENUE	50

Total quantity for 4.02 AG = 121

4.04 HF CONCRETE BASE FOR PAVEMENT, 11" THICK (HIGH EARLY STRENGTH) C.Y.

At the following locations:

E/S OF 2ND AVENUE, S/O 37TH STREET	11
N/S OF 37TH STREET, E/O 2ND AVENUE	2
W/S OF 2ND AVENUE, N/O 29TH STREET	5
S/S OF 29TH STREET, E/O 2ND AVENUE	7
S/S OF 29TH STREET FROM 2ND AVENUE TO 3RD AVENUE	13

Total quantity for 4.04 HF = 38

4.13 AAS 4" CONCRETE SIDEWALK (UNPIGMENTED) S.F.

At the following locations:

N/E/C OF 2ND AVENUE AND 37TH STREET	75
-------------------------------------	----

Total quantity for 4.13 AAS = 75

6.02 AAN UNCLASSIFIED EXCAVATION C.Y.

At the following locations:

E/S OF 2ND AVENUE, S/O 37TH STREET	15
N/S OF 37TH STREET, E/O 2ND AVENUE	3
W/S OF 2ND AVENUE, N/O 29TH STREET	6
S/S OF 29TH STREET, E/O 2ND AVENUE	9
S/S OF 29TH STREET FROM 2ND AVENUE TO 3RD AVENUE	17
N/E/C OF 2ND AVENUE AND 37TH STREET	3

Total quantity for 6.02 AAN = 53

JB-E28

UTILITY INCLUSION SCOPE OF WORK
BID ITEM ACCOMMODATION
SAND1048 - BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN

6.55	SAWCUTTING EXISTING PAVEMENT	L.F.
	At the following locations:	
	E/S OF 2ND AVENUE, S/O 37TH STREET	100
	N/S OF 37TH STREET, E/O 2ND AVENUE	50
	W/S OF 2ND AVENUE, N/O 29TH STREET	70
	S/S OF 29TH STREET, E/O 2ND AVENUE	90
	S/S OF 29TH STREET FROM 2ND AVENUE TO 3RD AVENUE	200
	N/E/C OF 2ND AVENUE AND 37TH STREET	50
	Total quantity for	6.55 = 560

70.81CB	CLEAN BACKFILL	C.Y.
	At the following locations:	
	E/S OF 2ND AVENUE, S/O 37TH STREET	15
	N/S OF 37TH STREET, E/O 2ND AVENUE	3
	W/S OF 2ND AVENUE, N/O 29TH STREET	6
	S/S OF 29TH STREET, E/O 2ND AVENUE	9
	S/S OF 29TH STREET FROM 2ND AVENUE TO 3RD AVENUE	17
	N/E/C OF 2ND AVENUE AND 37TH STREET	3
	Total quantity for	70.81CB = 53

JB-E29

JOINT BID WORKSHEET
SAND1048 - BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN
JB SPECIALTY ITEMS
FOR VERIZON

JOINT BID ITEM NUMBER	DESCRIPTION	Unit of Measure	Estimated Quantity
JB 403T.2	FURNISH AND INSTALL STEEL PROTECTION PLATES FOR UTILITES FACILITES (3/8" THICK)	S.F.	150
JB 500	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	L.F.	1161
JB 501	REMOVAL OF ABANDONED MASONRY FOR UTILITY FACILITIES	C.Y.	35
JB 638 NT	INSTALLATION OF FIELD CONSTRUCTED TELEPHONE UTILITY STRUCTURE	C.Y.	4
JB 638 RT	BREAK OUT AND REMOVE UTILITY STRUCTURE CONTAINING ACTIVE CABLES	C.Y.	4

JB-E29a

VERIZON JB SPECIALTY ITEMS SCOPE OF WORK
SUPPORT & PROTECTION
SAND1048 - BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN

JB 403T.2 FURNISH AND INSTALL STEEL PROTECTION PLATES FOR UTILITES FACILITES (3/8" THICK) S.F.

At the following locations:

AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE 150

Total quantity for JB 403T.2 = 150

JB 500 REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED) L.F.

At the following locations:

INT. OF 2ND AVENUE, N/O 37TH STREET	120
W/S OF 2ND AVENUE, N/O 37TH STREET	40
W/S OF 2ND AVENUE, S/O 36TH STREET	40
W/S OF 2ND AVENUE, N/O 36TH STREET	40
ALONG 2ND AVENUE FROM 36TH STREET TO 35TH STREET	60
W/S OF 2ND AVENUE, S/O 35TH STREET	80
ALONG 2ND AVENUE FROM 35TH STREET TO 34TH STREET	60
W/S OF 2ND AVENUE, S/O 34TH STREET	50
W/S OF 2ND AVENUE, N/O 34TH STREET	50

VERIZON JB SPECIALTY ITEMS SCOPE OF WORK
SUPPORT & PROTECTION
SAND1048 - BROOKLYN WATERFRONT GREENWAY
BOROUGH OF BROOKLYN

ALONG 2ND AVENUE FROM 34TH STREET TO 33RD STREET	90
W/S OF 2ND AVENUE, N/O 33RD STREET	100
INT. OF 2ND AVENUE AND 33RD STREET	100
N/S OF 33RD STREET, E/O 2ND AVENUE	20
W/S OF 2ND AVENUE FROM 32ND STREET TO 31ST STREET	100
ALONG 2ND AVENUE FROM 30TH STREET TO 29TH STREET	130
W/S OF 2ND AVENUE, N/O 29TH STREET	35
S/S OF 29TH STREET, W/O 3RD AVENUE	21
AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	25

Total quantity for JB 500 = 1161

JB 501 REMOVAL OF ABANDONED MASONRY FOR UTILITY FACILITIES C.Y.

At the following locations:

W/S OF 2ND AVENUE, N/O 36TH STREET	5
W/S OF 2ND AVENUE, N/O 35TH STREET	5
W/S OF 2ND AVENUE, N/O 34TH STREET	5
W/S OF 2ND AVENUE, N/O 33RD STREET	5
AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	15

Total quantity for JB 501 = 35

JB 638 NT INSTALLATION OF FIELD CONSTRUCTED TELEPHONE UTILITY STRUCTURE C.Y.

At the following locations:

E/S OF 2ND AVENUE, S/O 37TH STREET	1
S/S OF 29TH STREET, W/O 3RD AVENUE	1
AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	2

Total quantity for JB 638 NT = 4

JB 638 RT BREAK OUT AND REMOVE UTILITY STRUCTURE CONTAINING ACTIVE CABLES C.Y.

At the following locations:

E/S OF 2ND AVENUE, S/O 37TH STREET	1
S/S OF 29TH STREET, W/O 3RD AVENUE	1
AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	2

Total quantity for JB 638 RT = 4

JB-E29c

Support & Protection
Project No. SAND1048
Replacement of Water Main, Storm Sewers and Appurtenances
Borough of Brooklyn

JB Item Number	Description	Unit of Measure	Estimated Quantity
200	Extra Depth Excavation Of Catch Basin Chute Connection Pipes	LF	8
225.1A	Installation And Removal Of Catch Basins With Utility Interferences	CY	2
300.1	Special Care Excavation And Backfilling In Trench Less Than 5' Deep	CY	120
300A	Special Care Excavation And Backfilling For Transmission Mains (transmission Main Is Described As Any Gas Main With A Maop Greater Than 124-psig)	CY	400
400	Test Pits For Utility Facilities	CY	30
636EA	Adjustment Of Utility Hardware (Under 7" Width)	EA	75
636EB	Adjustment Of Utility Hardware (7" to Under 14" Width)	EA	20
802A	Special Care Excavation And Restoration For Sidewalk Work	SF	2000
802B	Special Care Excavation And Restoration For Curb Work	LF	500

JB Item No. Description

200	<p>Extra Depth Excavation Of Catch Basin Chute Connection Pipes</p> <p>1 @ 2nd Ave / 30 St & 31 St</p> <p>2 @ 32 St & 2nd Ave</p> <p>1 @ 34 St & 2nd Ave</p> <p>2 @ 35 St & 2nd Ave</p> <p>2 @ 37 St & 2nd Ave</p> <p>Quantity - 8 LF</p>
225.1A	<p>Installation And Removal Of Catch Basins With Utility Interferences</p> <p>2 @ 37 St & 2nd Ave</p> <p>Quantity - 2 CY</p>
300.1	<p>Special Care Excavation And Backfilling In Trench Less Than 5' Deep</p> <p>120 @ AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID</p> <p>Quantity - 120 CY</p>
300A	<p>Special Care Excavation And Backfilling For Transmission Mains (transmission Main is Described As Any Gas Main With A Maop Greater Than 124-psig)</p> <p>400 @ AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID</p> <p>Quantity - 400 CY</p>
400	<p>Test Pits For Utility Facilities</p> <p>30 @ AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID</p> <p>Quantity - 30 CY</p>
636EA	<p>Adjustment Of Utility Hardware (Under 7" Width)</p> <p>75 @ AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID</p> <p>Quantity - 75 EA</p>
636EB	<p>Adjustment Of Utility Hardware (7" to Under 14" Width)</p> <p>20 @ AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID</p> <p>Quantity - 20 EA</p>
802A	<p>Special Care Excavation And Restoration For Sidewalk Work</p> <p>2000 @ AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID</p> <p>Quantity - 2000 SF</p>
802B	<p>Special Care Excavation And Restoration For Curb Work</p> <p>500 @ AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID</p> <p>Quantity - 500 LF</p>

Support & Protection
Project No. SAND1048
Replacement of Water Main, Storm Sewers and Appurtenances
Borough of Brooklyn

JB SPECIALTY Item Number	Description	Unit of Measure	Estimated Quantity
JB 502	Removal of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes.	LF	350
JB 710.1	Removal Of Abandoned Utility Steel/cast Iron/ Plastic Pipes, Up To And Including 12" Diameter Pipe	LF	950

JB SPECIALTY Item No.

Scope of Work Description

JB502

**Removal of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes.
350 @ AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID
Quantity - 350 LF**

JB710.1

**Removal Of Abandoned Utility Steel/cast Iron/ Plastic Pipes, Up To And Including 12" Diameter Pipe
950 @ AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID
Quantity - 950 LF**

JB-E32a

FOR INFORMATION ONLY
ENGINEER'S ESTIMATE OF QUANTITIES AND TYPES OF INTERFERENCE
CHARTER SPECTRUM
SANDHOG
SUNSET PARK NORTH WATERFRONT GREENWAY
Borough of Brooklyn

JOINT BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
JB 802A	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	SF	150
JB 802B	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	LF	6

**CHARTER/SPECTRUM
SUPPORT & PROTECTION
SAND1048
Sunset Park North Waterfront Greenway
Borough of Brooklyn**

JB 802A	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	SF
	At the following locations:	70
	NWC of 3rd Ave and 29th St	80
	NEC of 3rd Ave and 29th St	150
	Total quantity for JB 802A	
JB 802B	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	LF
	At the following locations:	
	NWC of 3rd Ave and 29th St	3
	NEC of 3rd Ave and 29th St	3
	Total quantity for JB 802B	6

**END OF JB-PAGES SECTION E
(NO FURTHER TEXT ON THIS PAGE)**

STANDARD
100-101

**SECTION F. PRIVATE UTILITIES TEST
PITS AND SKETCHES**



JOB NO: SAND1048

TEST PIT # 02

PREPARED BY: U. NICHOLAS

DATE: 8/16/2019

CHECKED BY: T. PHUONG

DATE: 8/16/2019

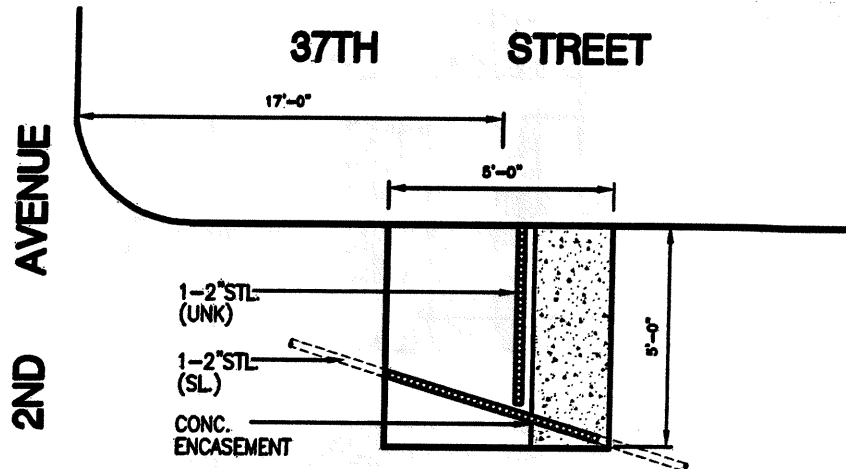
JOB NAME: SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY

LOCATION: 17' E/E/C 2ND AVE. &
NORTH CURB OF 37TH STREET

PURPOSE: INSTALLATION OF CATCH BASIN

DATE OF EXCAVATION: 7/9/2019

CONTRACT SHEET NO: U3 OF U8

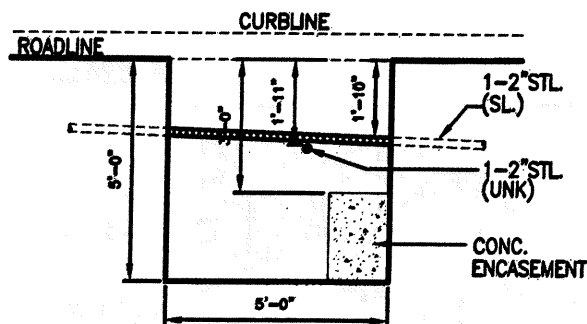


PLAN

N.T.S.

JB

225.1B



PROFILE - LOOKING NORTH

N.T.S.

JB-F1a



JOB NO: SAND1048

TEST PIT # 03

PREPARED BY: U. NICHOLAS

DATE: 8/16/2019

CHECKED BY: T. PHUONG

DATE: 8/16/2019

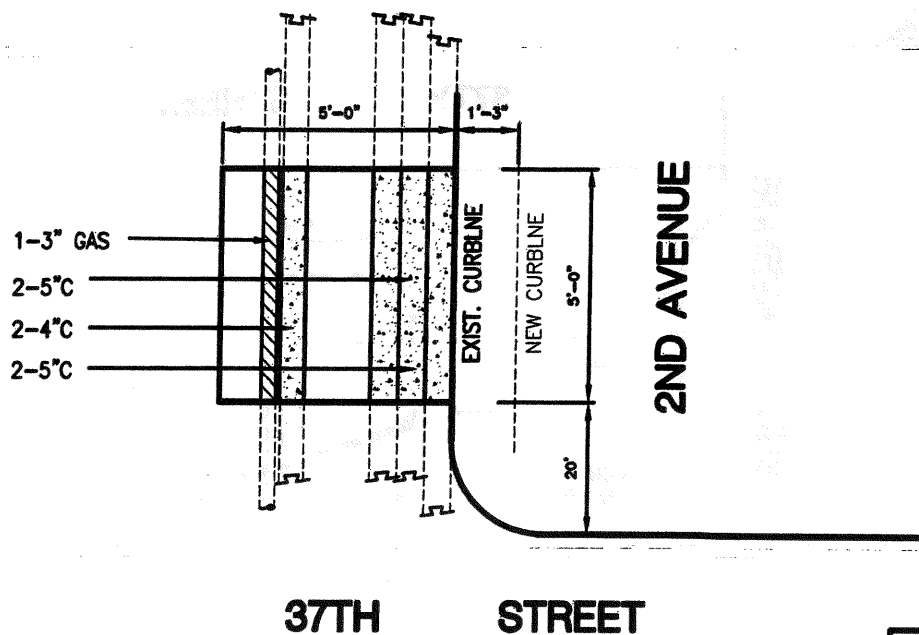
JOB NAME: SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY

LOCATION: 20' N/N/C 37TH STREET &
EAST CURB OF 2ND AVENUE

PURPOSE: INSTALLATION OF CATCH BASIN

DATE OF EXCAVATION: 7/9/2019

CONTRACT SHEET NO: U3 OF U8



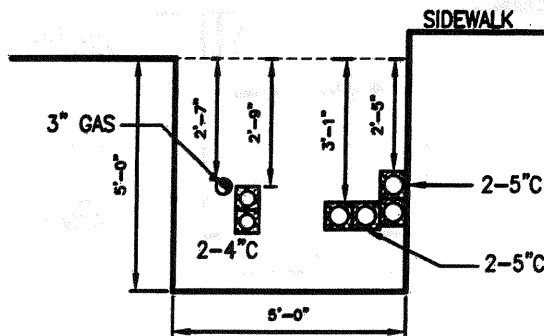
37TH STREET

2ND AVENUE

PLAN

N.T.S.

JB
225
401
402
200



PROFILE - LOOKING NORTH

N.T.S.

JB-F1b



JOB NO: SAND1048

TEST PIT # 04

PREPARED BY: U. NICHOLAS

DATE: 8/16/2019

CHECKED BY: T. PHUONG

DATE: 8/16/2019

JOB NAME: SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY

LOCATION: 15' S/S/C 36TH STREET &
EAST CURB OF 2ND AVENUE

PURPOSE: INSTALLATION OF CATCH BASIN

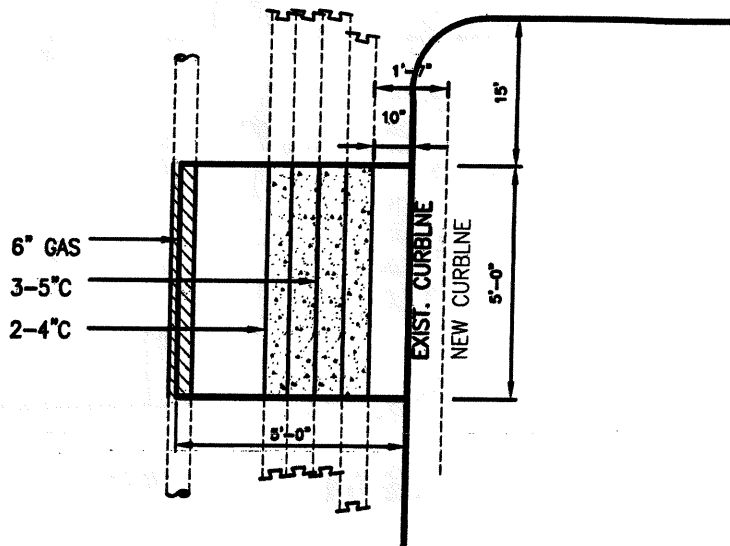
DATE OF EXCAVATION: 7/9/2019

CONTRACT SHEET NO: U4 OF U8



2ND AVENUE

36TH STREET

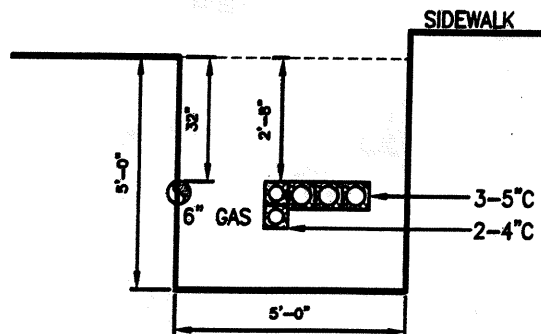


PLAN

N.T.S

JB

225



PROFILE - LOOKING NORTH

N.T.S.

JB-F1c



JOB NO: SAND1048

TEST PIT # 05

PREPARED BY: U. NICHOLAS

DATE: 8/16/2019

CHECKED BY: T. PHUONG

DATE: 8/16/2019

JOB NAME: SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY

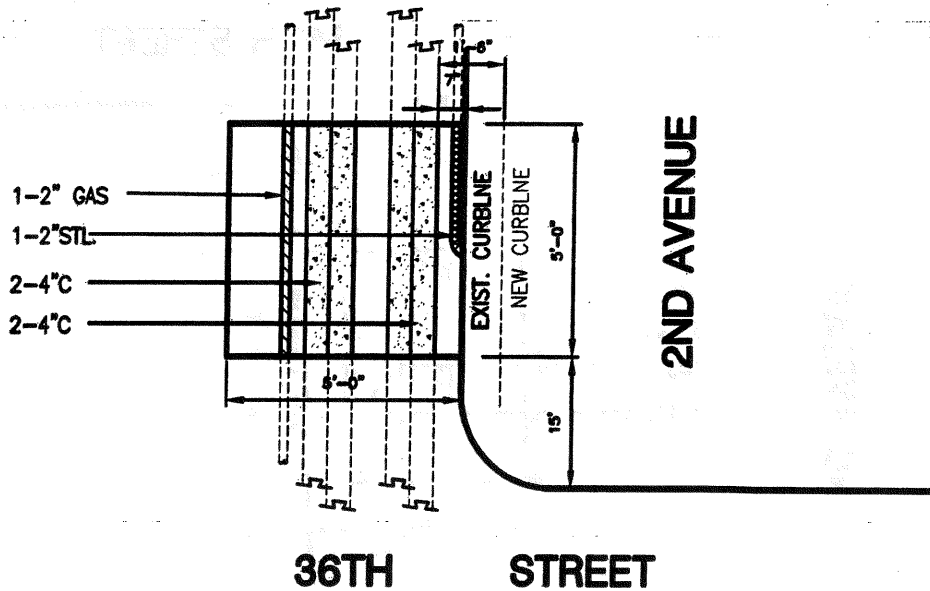
LOCATION: 15' N/N/C 36TH STREET &

PURPOSE: INSTALLATION OF CATCH BASIN

EAST CURB OF 2ND AVENUE

DATE OF EXCAVATION: 7/9/2019

CONTRACT SHEET NO: U4 OF U8



36TH STREET

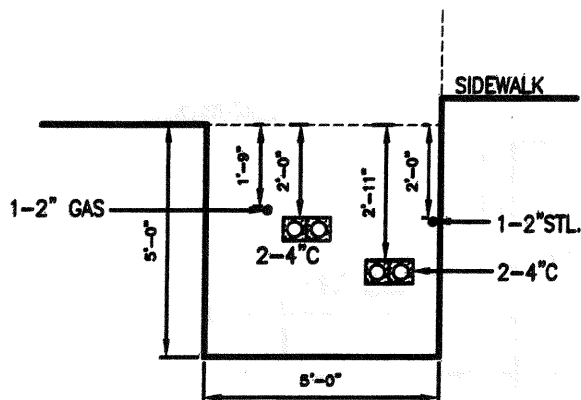
2ND AVENUE

PLAN

N.T.S

JB

225.1A



PROFILE - LOOKING NORTH

N.T.S.

JB-F1d



JOB NO: SAND1048

TEST PIT # 06

PREPARED BY: U. NICHOLAS

DATE: 8/16/2019

CHECKED BY: T. PHUONG

DATE: 8/16/2019

JOB NAME: SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY

LOCATION: 31' S/S/C 35TH STREET & EAST CURB OF 2ND AVENUE

PURPOSE: INSTALLATION OF CATCH BASIN

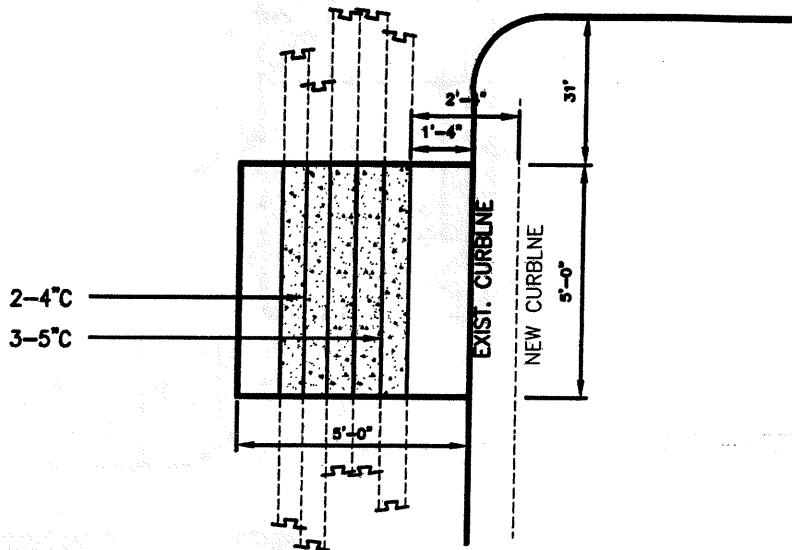
DATE OF EXCAVATION: 7/9/2019

CONTRACT SHEET NO: U4 OF U8



2ND AVENUE

35TH STREET

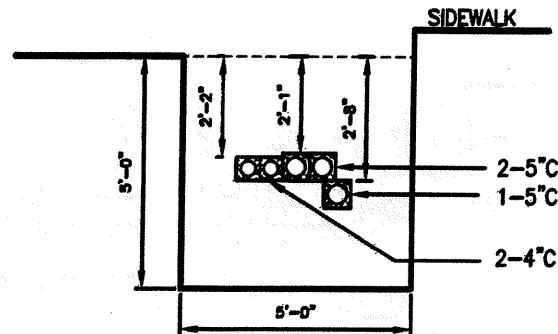


PLAN

N.T.S.

JB

225.1A



PROFILE - LOOKING NORTH

N.T.S.

JB-F1e



JOB NO: SAND1048

TEST PIT # 07

PREPARED BY: U. NICHOLAS

DATE: 8/16/2019

CHECKED BY: T. PHUONG

DATE: 8/16/2019

JOB NAME: SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY

LOCATION: 19' N/N/C 35TH STREET &

PURPOSE: INSTALLATION OF CATCH BASIN

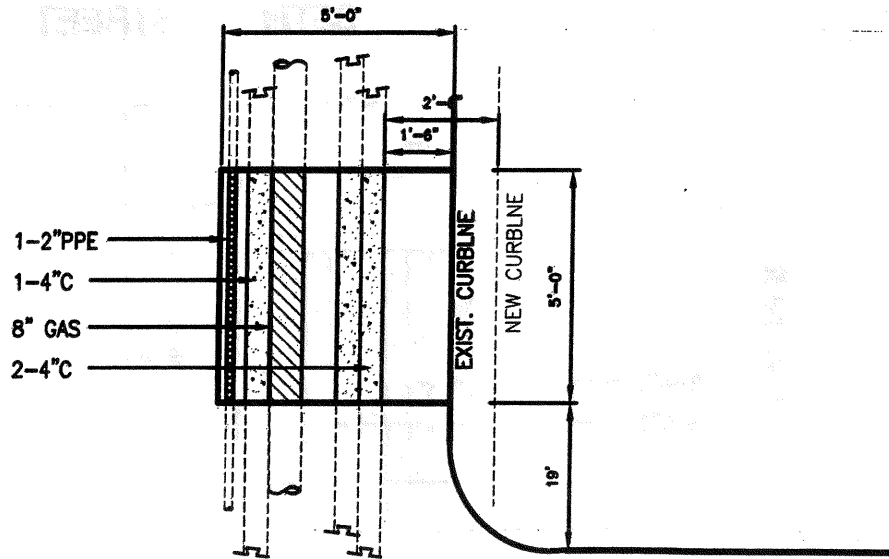
EAST CURB OF 2ND AVENUE

DATE OF EXCAVATION: 7/9/2019

CONTRACT SHEET NO: U4 OF U8



2ND AVENUE

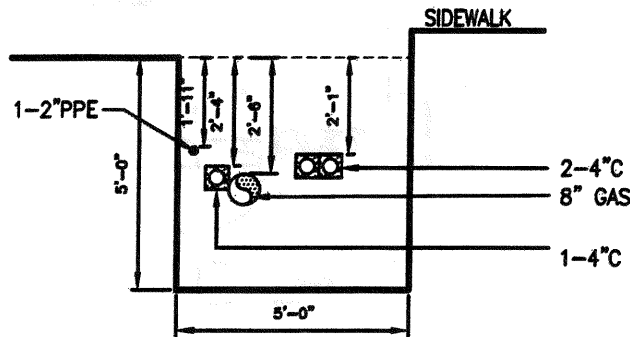


35TH STREET

PLAN

N.T.S.

JB
225.1A
401
402.2



PROFILE - LOOKING NORTH

N.T.S.

JB-F1f



JOB NO: SAND1048

TEST PIT # 08

PREPARED BY: U. NICHOLAS

DATE: 8/16/2019

CHECKED BY: T. PHUONG

DATE: 8/16/2019

JOB NAME: SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY

LOCATION: 16' N/N/C 34TH ST. &

PURPOSE: INSTALLATION OF CATCH BASIN

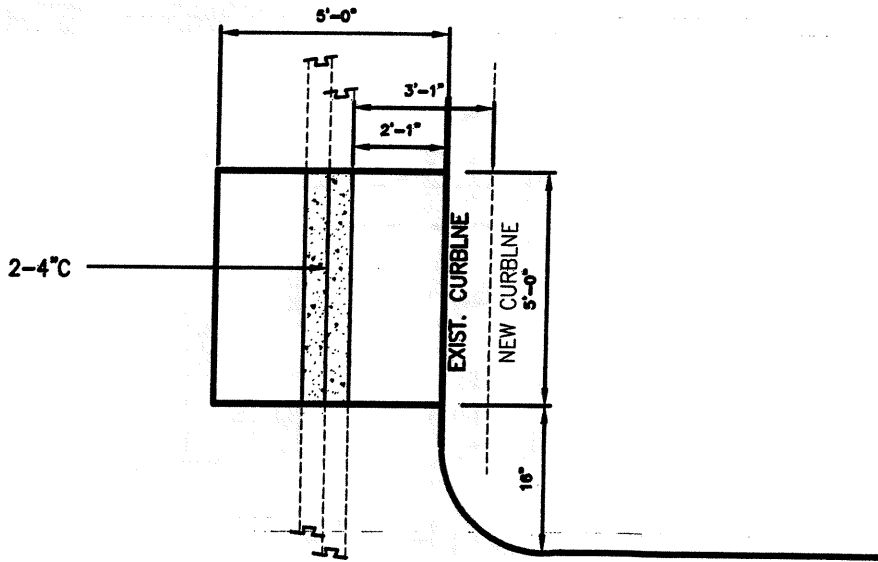
EAST CURB OF 2ND AVENUE

DATE OF EXCAVATION: 7/9/2019

CONTRACT SHEET NO: U4 OF U8



2ND AVENUE



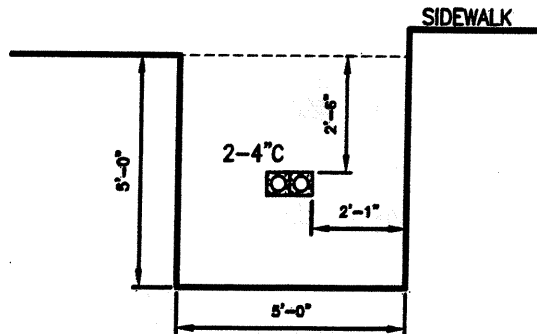
34TH STREET

JB

225.1A

PLAN

N.T.S.



PROFILE - LOOKING NORTH

N.T.S.

JB-F1g



JOB NO: SAND1048

TEST PIT # 09

PREPARED BY: U. NICHOLAS

DATE: 8/19/2019

CHECKED BY: T. PHUONG

DATE: 8/19/2019

JOB NAME: SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY

LOCATION: 17' S/S/C 33RD STREET &

PURPOSE: INSTALLATION OF CATCH BASIN

EAST CURB OF 2ND AVENUE

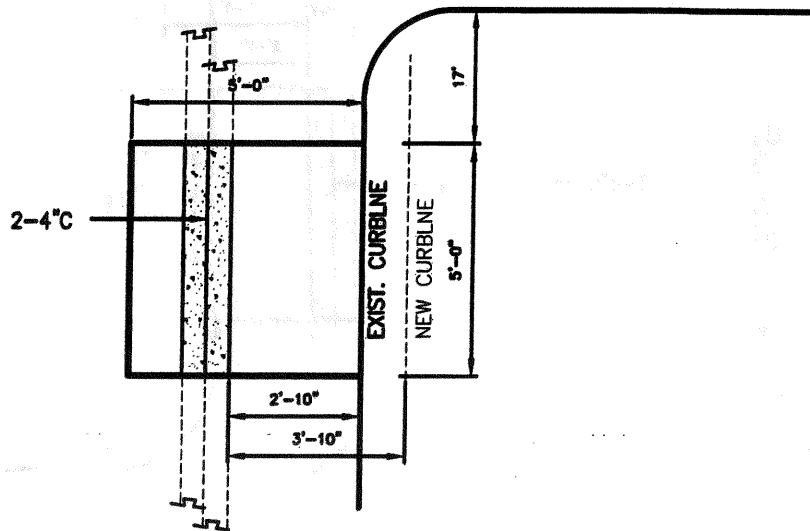
DATE OF EXCAVATION: 7/11/2019

CONTRACT SHEET NO: U5 OF U8



33RD STREET

2ND AVENUE

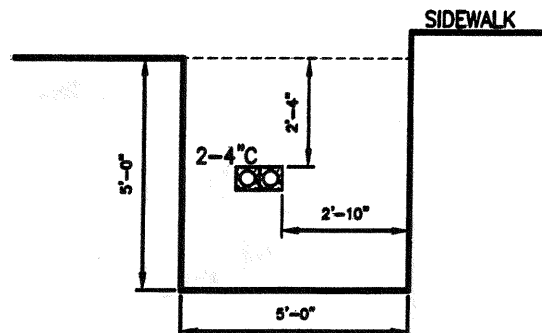


PLAN

N.T.S.

JB

225.1A



PROFILE - LOOKING NORTH

N.T.S.

JB-F1h



JOB NO: SAND1048

TEST PIT # 10

PREPARED BY: U. NICHOLAS

DATE: 8/19/2019

CHECKED BY: T. PHUONG

DATE: 8/19/2019

JOB NAME: SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY

LOCATION: 23' N/N/C 33RD STREET & EAST CURB OF 2ND AVENUE

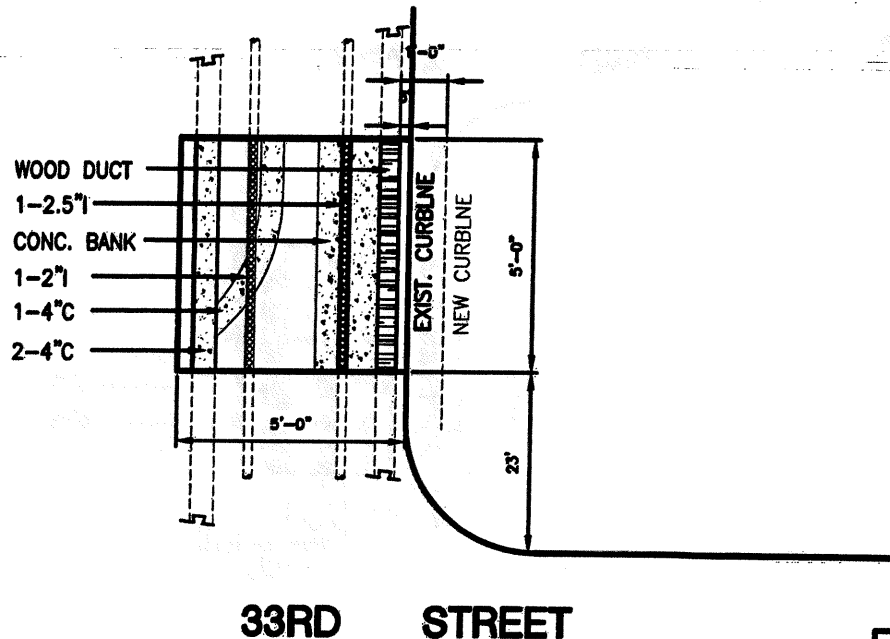
PURPOSE: INSTALLATION OF CATCH BASIN

DATE OF EXCAVATION: 7/10/2019

CONTRACT SHEET NO: U5 OF U8



2ND AVENUE

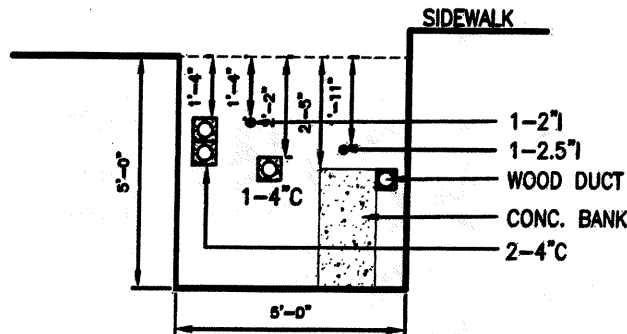


33RD STREET

PLAN

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225.1A
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402.2
401



PROFILE - LOOKING NORTH

N.T.S.

JB-F1i



JOB NO: SAND1048

TEST PIT # 11

PREPARED BY: U. NICHOLAS

DATE: 8/19/2019

CHECKED BY: T. PHUONG

DATE: 8/19/2019

JOB NAME: SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY

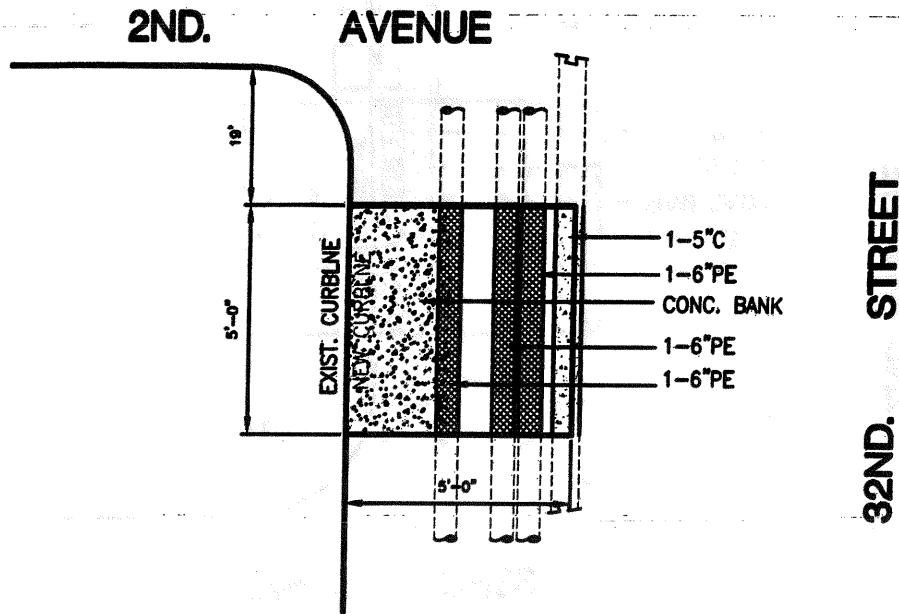
LOCATION: 19' E/E/C 2ND AVE. &

PURPOSE: INSTALLATION OF CATCH BASIN

SOUTH CURB OF 32ND STREET

DATE OF EXCAVATION: 7/10/2019

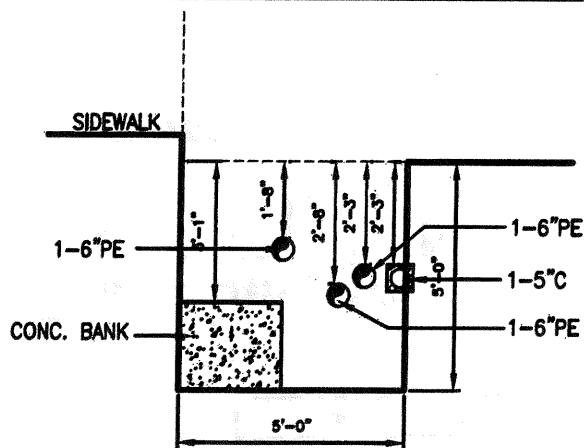
CONTRACT SHEET NO: U6 OF U8



PLAN

N.T.S.

JB
200
500
225.1A
100.1



PROFILE - LOOKING WEST

N.T.S.

JB-F1j



JOB NO: SAND1048

TEST PIT # 12

PREPARED BY: U. NICHOLAS

DATE: 8/19/2019

CHECKED BY: T. PHUONG

DATE: 8/19/2019

JOB NAME: SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY

LOCATION: 193' N/N/C 32ND STREET &

PURPOSE: INSTALLATION OF CATCH BASIN

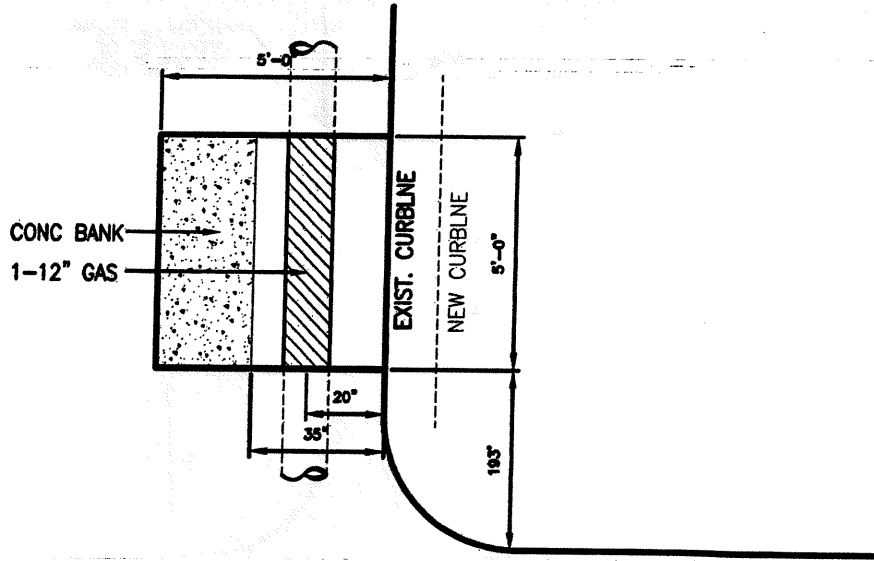
EAST CURB OF 2ND AVENUE

DATE OF EXCAVATION: 7/10/2019

CONTRACT SHEET NO: U5 OF U8



2ND AVENUE

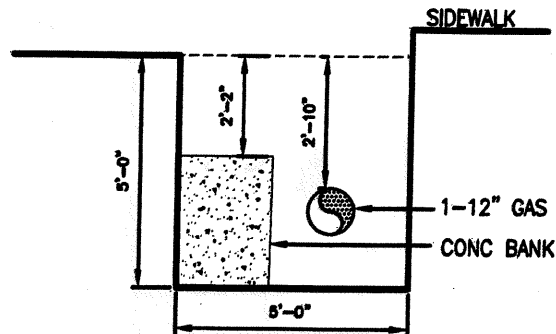


32ND. STREET

PLAN

N.T.S

JB
225.1A



PROFILE - LOOKING NORTH

N.T.S.

JB-F1k



JOB NO: SAND1048

TEST PIT # 14

PREPARED BY: U. NICHOLAS

DATE: 8/19/2019

CHECKED BY: T. PHUONG

DATE: 8/19/2019

JOB NAME: SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY

LOCATION: 23' N/N/C 30TH STREET &

PURPOSE: INSTALLATION OF CATCH BASIN

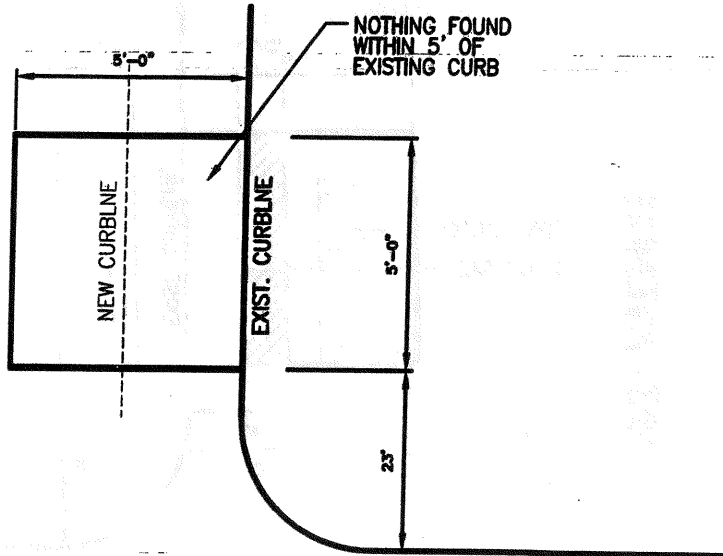
EAST CURB OF 2ND AVENUE

DATE OF EXCAVATION: 7/10/2019

CONTRACT SHEET NO: U6 OF U8



2ND AVENUE



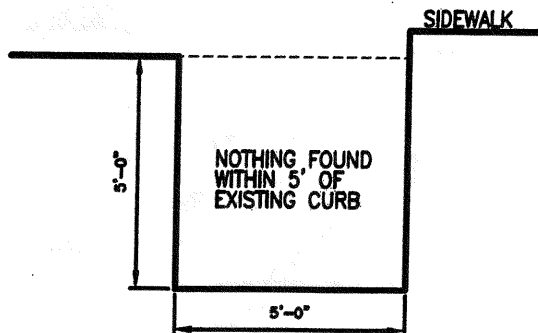
30TH. STREET

PLAN

N.T.S.

JB

225.1A



PROFILE - LOOKING NORTH

N.T.S.

JB-F11



JOB NO: SAND1048

TEST PIT # 16

PREPARED BY: U. NICHOLAS

DATE: 8/19/2019

CHECKED BY: T. PHUONG

DATE: 8/19/2019

JOB NAME: SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY

LOCATION: 20' S/S/C 34TH STREET &
EAST CURB OF 2ND AVE

PURPOSE: INSTALLATION OF CATCH BASIN

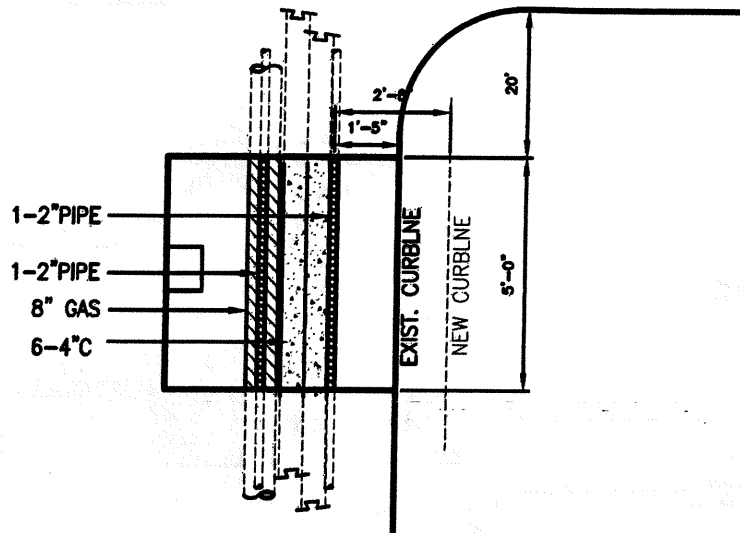
DATE OF EXCAVATION: 7/11/2019

CONTRACT SHEET NO: U4 OF U8



2ND AVENUE

34TH STREET

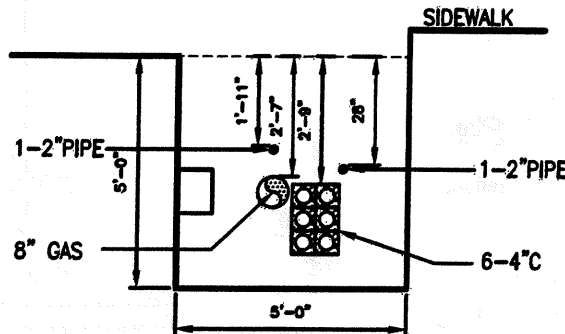


PLAN

N.T.S.

JB

225.1A



PROFILE - LOOKING NORTH

N.T.S.

JB-F1m

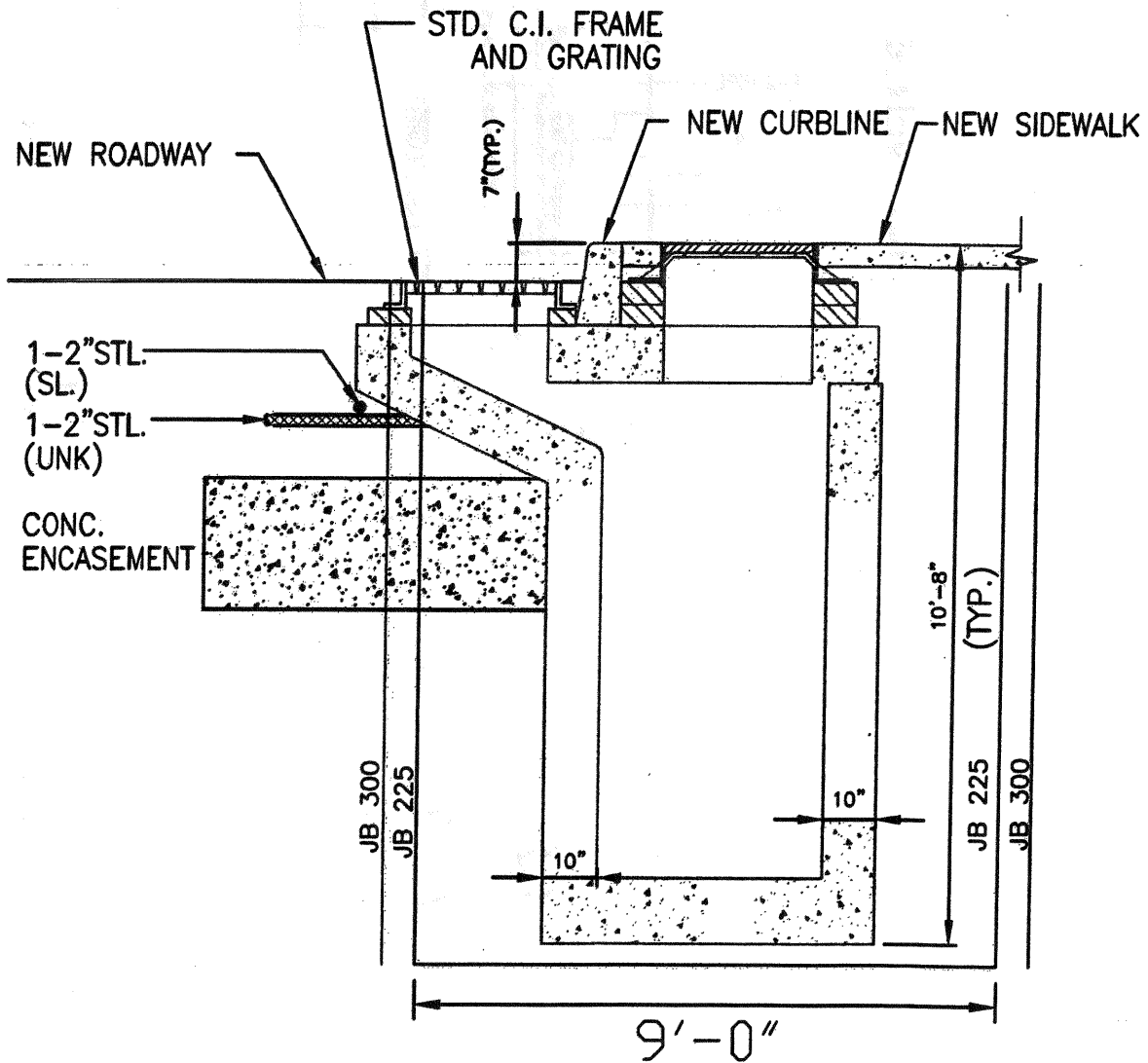


TYPE 3 CATCH BASIN

REQD. FOR CONTRACT NO. SAND1048

LOCATION 17' E/E/C 2ND AVE AND NORTH CURB OF 37TH ST.

TEST PIT NO. 02



JB-F1n

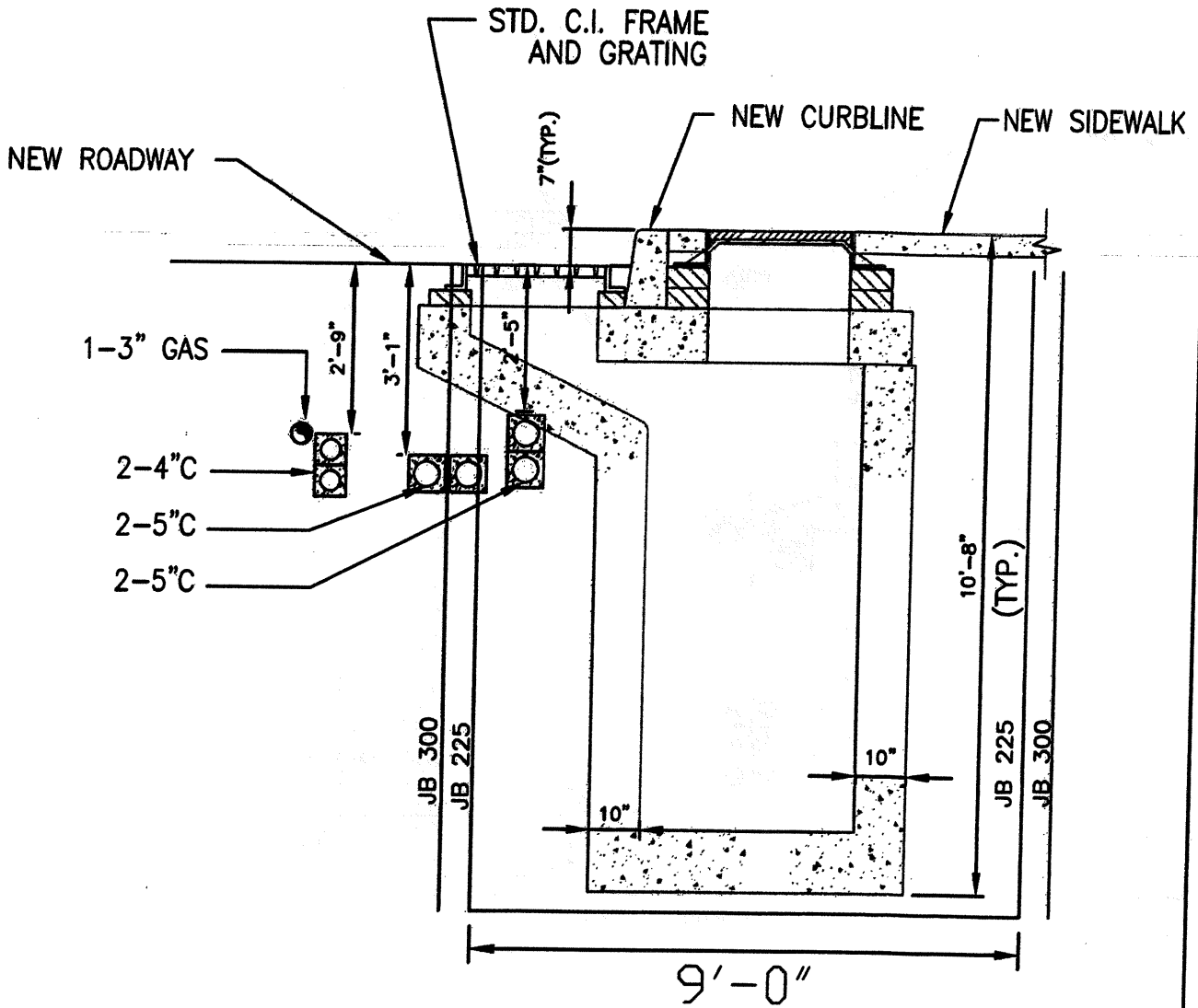


TYPE 3 CATCH BASIN

REQD. FOR CONTRACT NO. SAND1048

LOCATION 20' N/W/C 37TH ST. & EAST CURB OF 2ND AVE

TEST PIT NO. 03



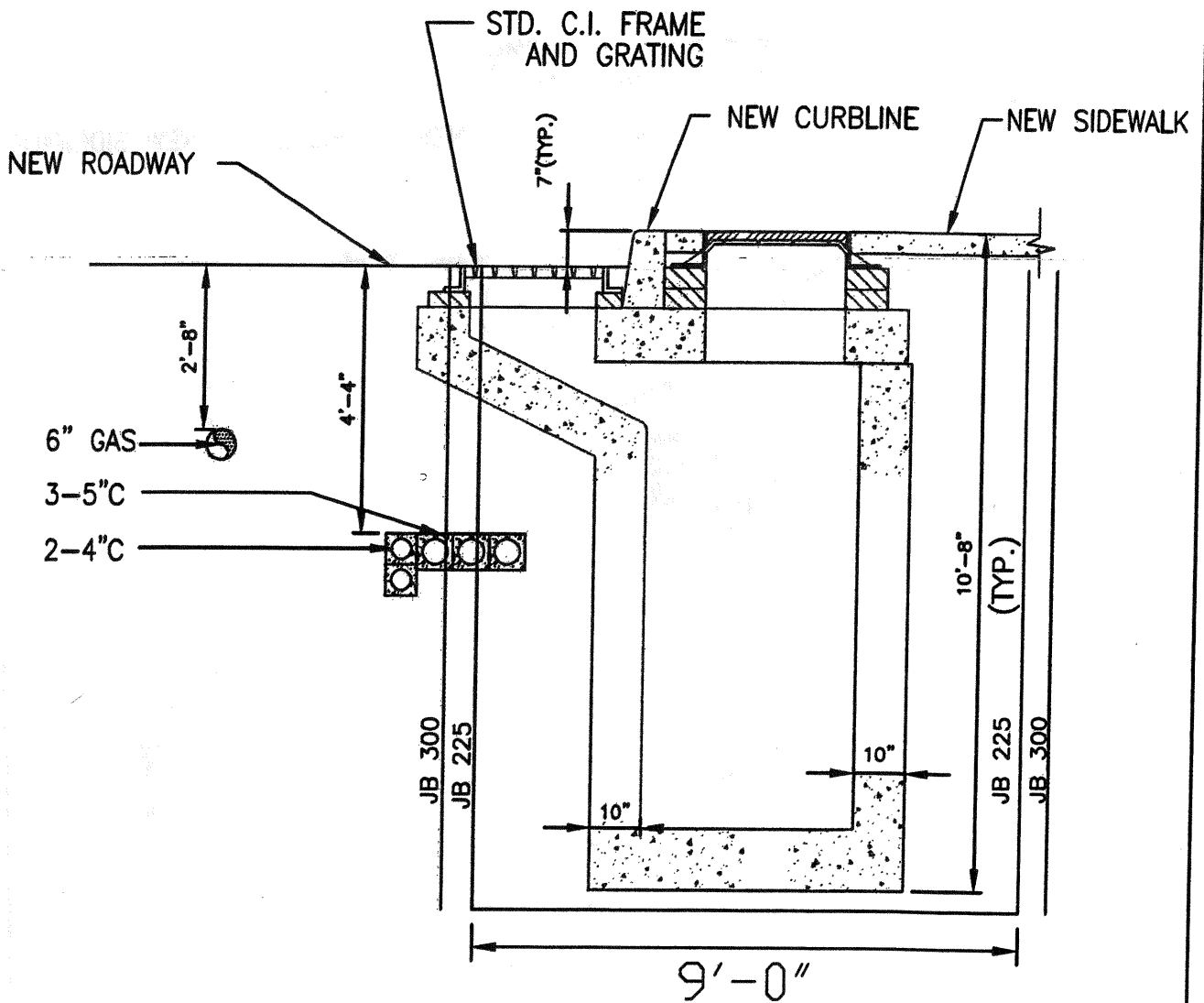


TYPE 3 CATCH BASIN

REQD. FOR CONTRACT NO. SAND1048

LOCATION 15' S/S/C 36TH ST. & EAST CURB OF 2ND AVE

TEST PIT NO. 04



JB-F1p

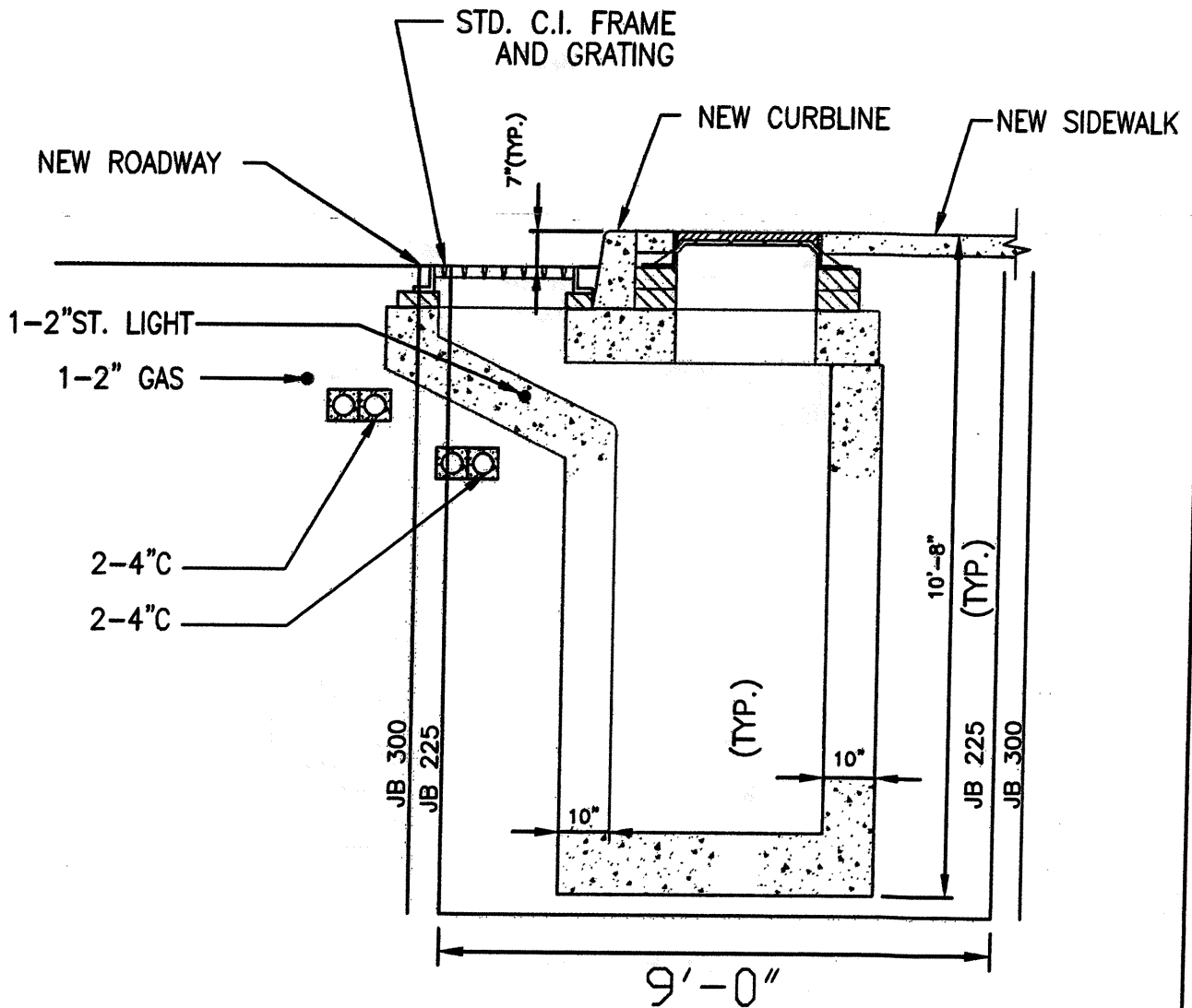


TYPE 3 CATCH BASIN

REQD. FOR CONTRACT NO. SAND1048

LOCATION 15' N/N/C 36TH ST. & EAST CURB OF 2ND AVE

TEST PIT NO. 05



JB-F1q

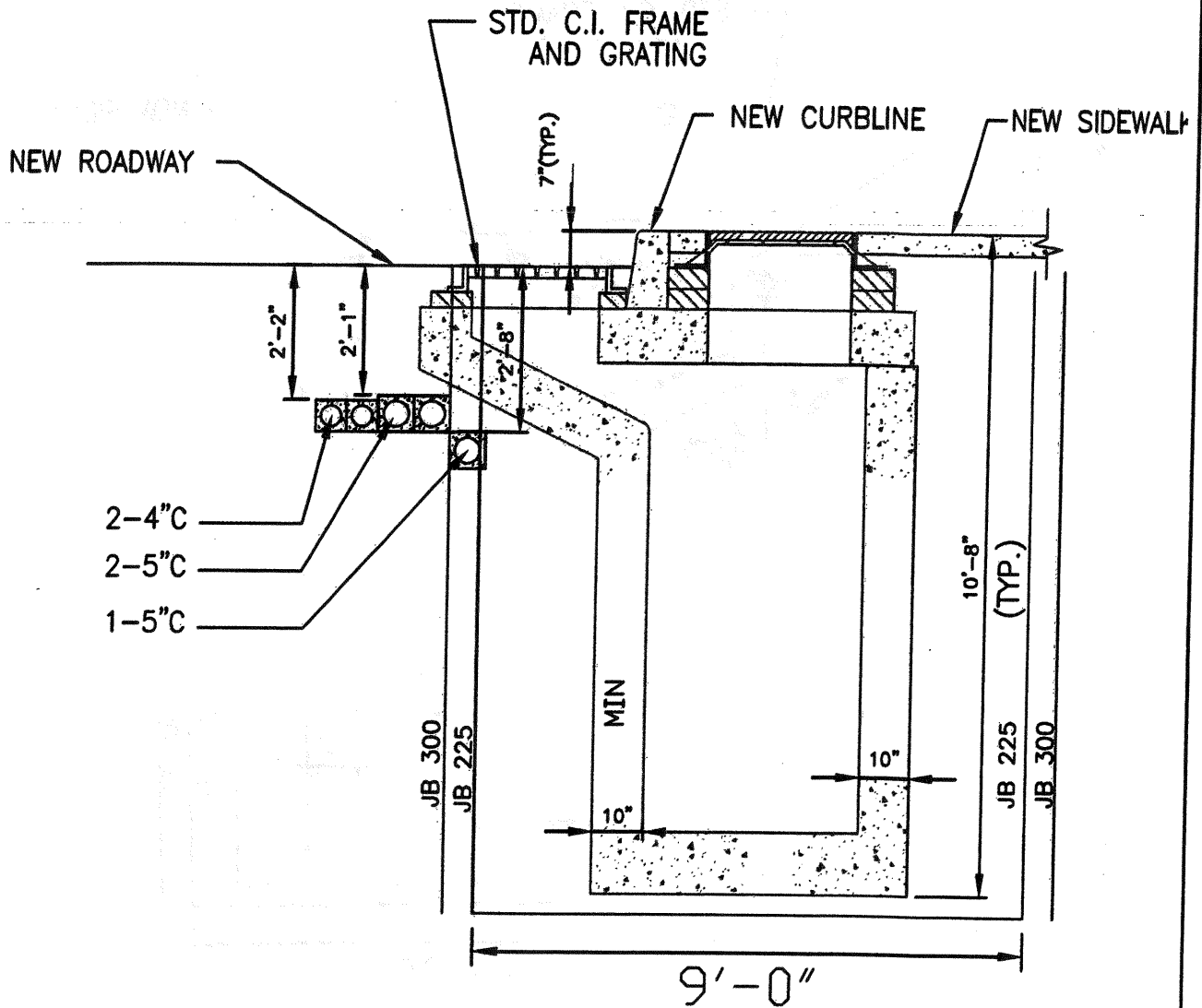


TYPE 3 CATCH BASIN

REQD. FOR CONTRACT NO. SAND1048

LOCATION 31' S/S/C 35TH ST. & EAST CURB OF 2ND AVE

TEST PIT NO. 06



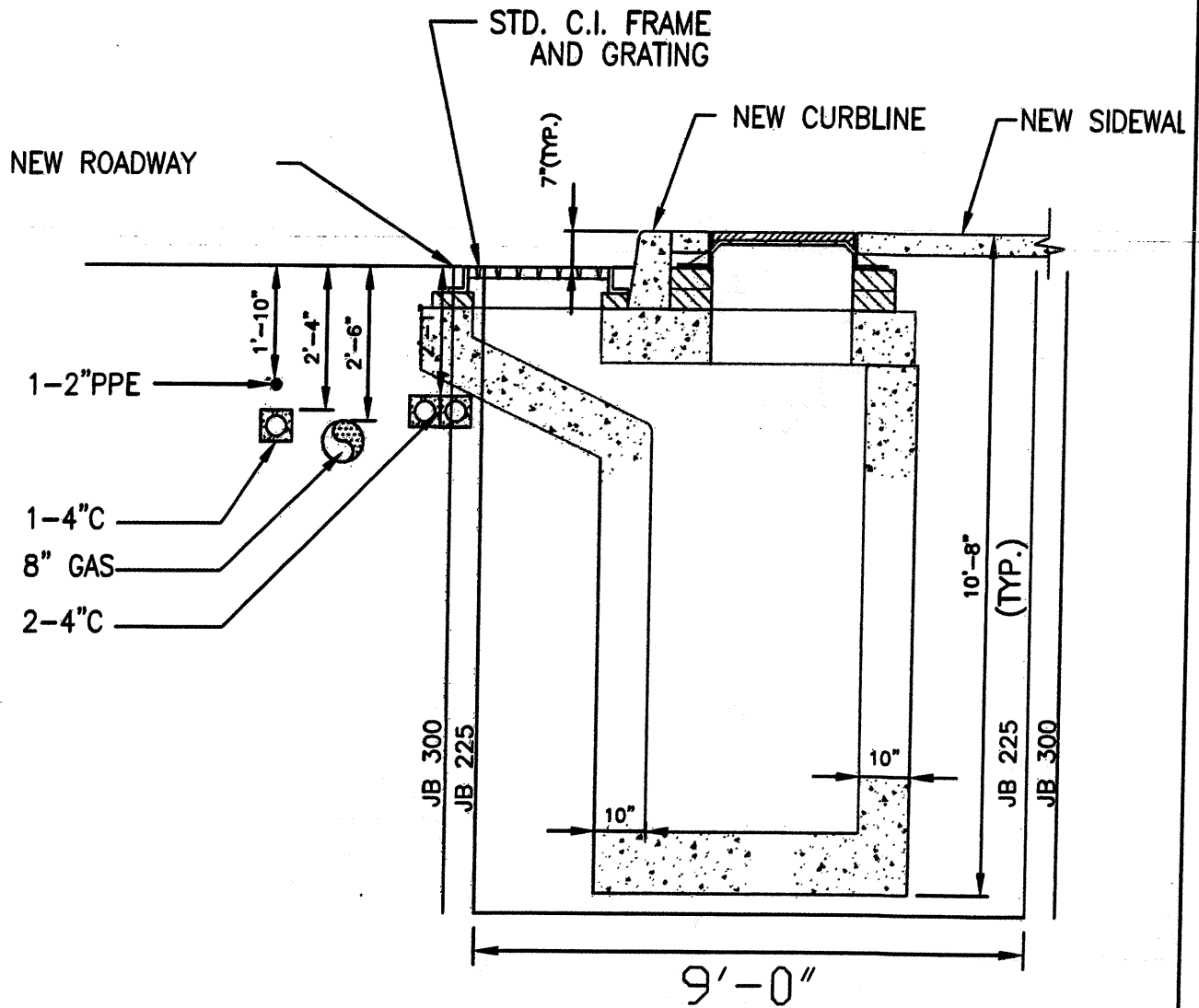


TYPE 3 CATCH BASIN

REQD. FOR CONTRACT NO. SAND1048

LOCATION 19' N/W/C 35TH ST. & EAST CURB OF 2ND AVE

TEST PIT NO. 07





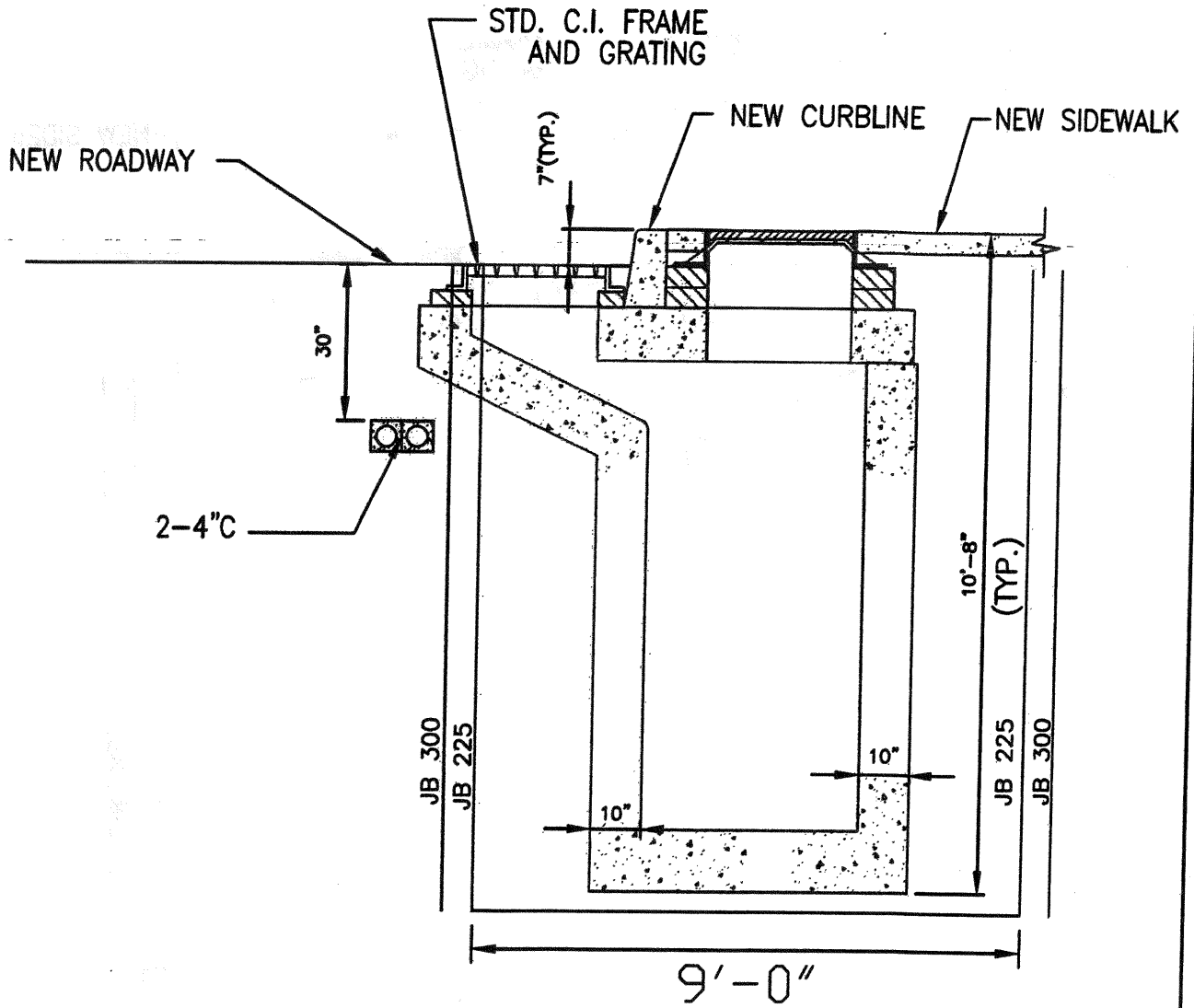
conEdison

TYPE 3 CATCH BASIN

REQD. FOR CONTRACT NO. SAND1048

LOCATION 16' N/W/C 34TH ST. & EAST CURB OF 2ND AVE

TEST PIT NO. 08





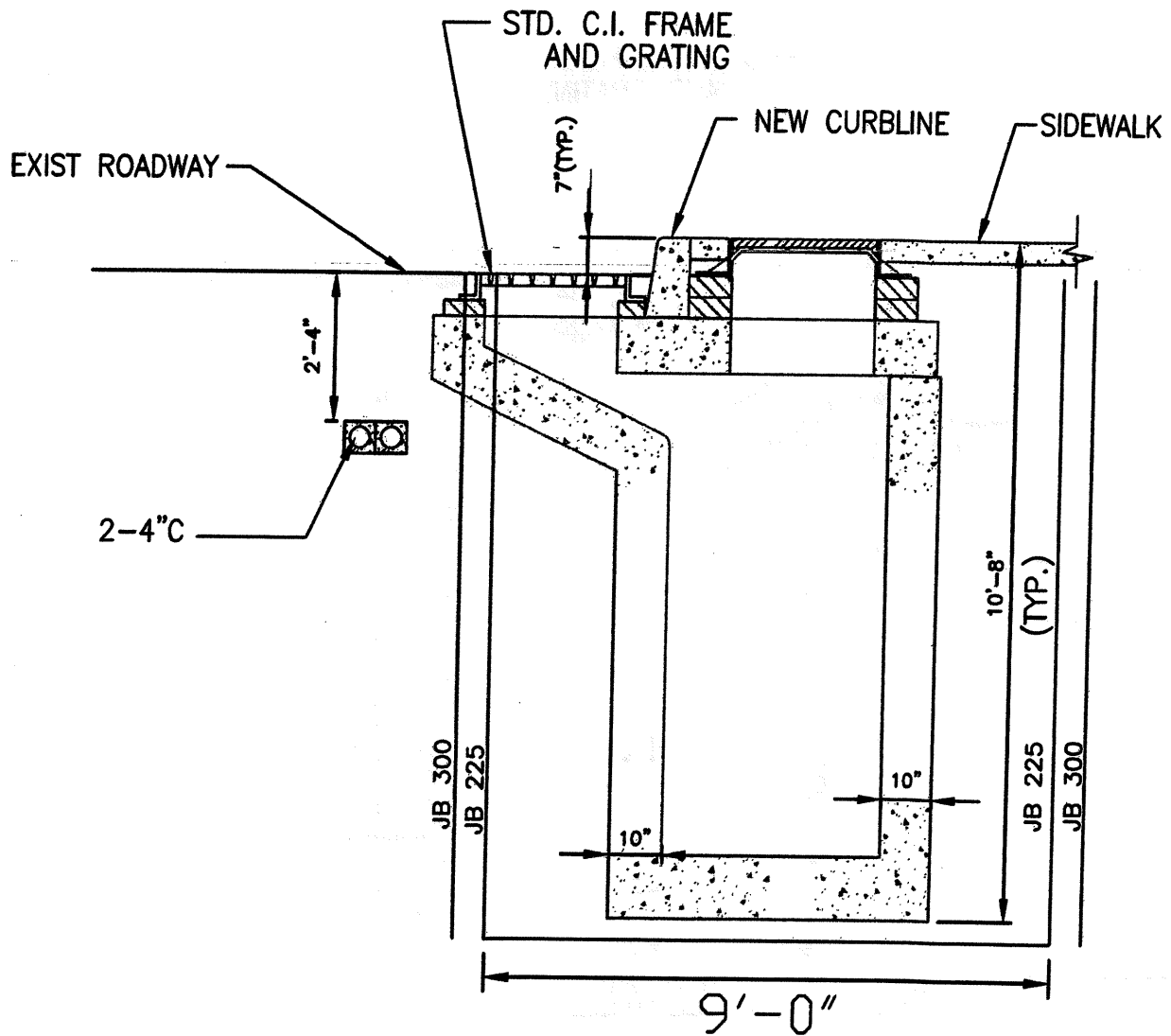
conEdison

TYPE 3 CATCH BASIN

REQD. FOR CONTRACT NO. SAND1048

LOCATION 17' S/S/C 33RD ST. & EAST CURB OF 2ND AVE.

TEST PIT NO. 09



JB-F1u



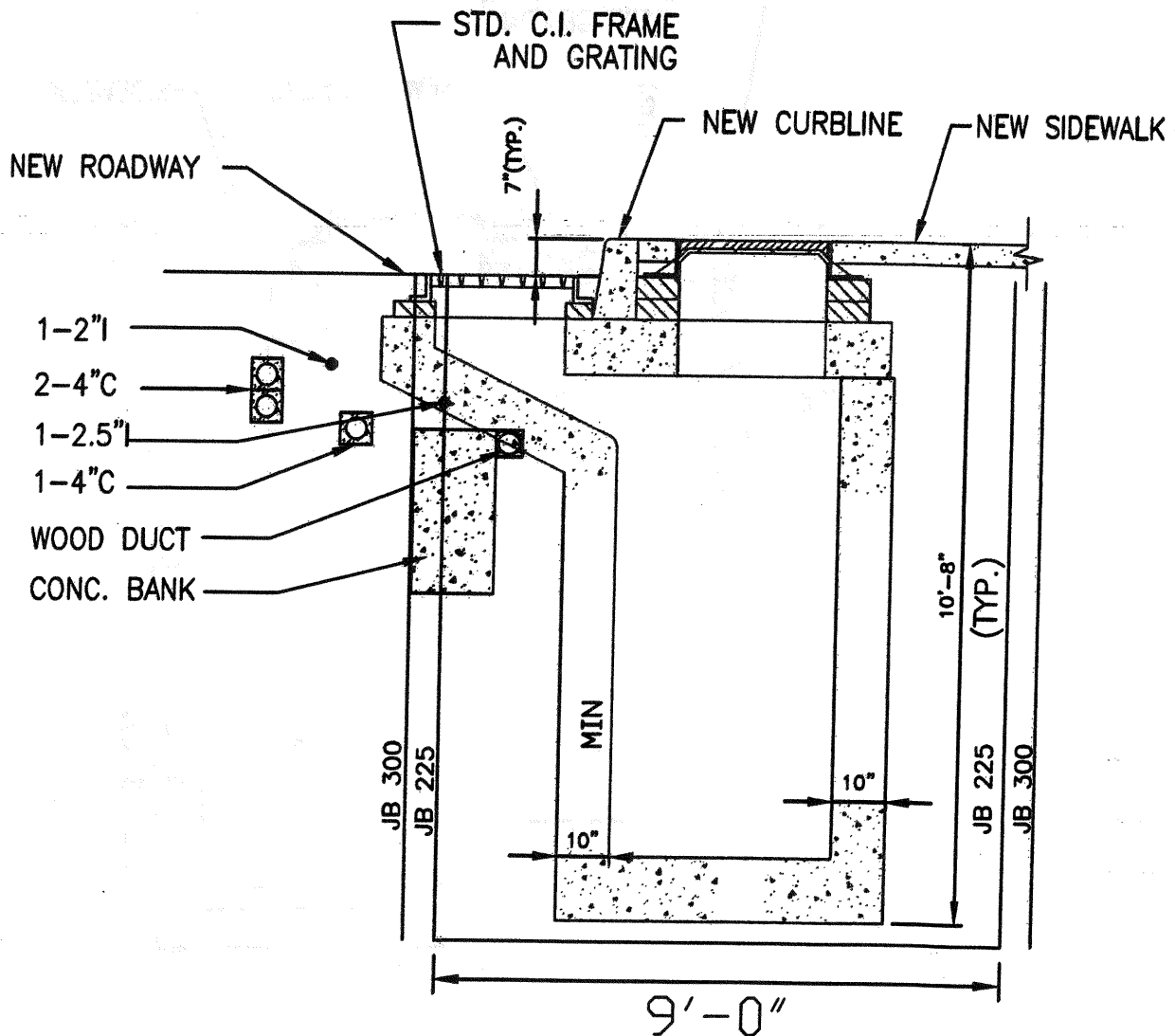
conEdison

TYPE 3 CATCH BASIN

REQD. FOR CONTRACT NO. SAND1048

LOCATION 23 N/W/C 33RD ST. & EAST CURB OF 2ND AVE

TEST PIT NO. 10



JB-F1v

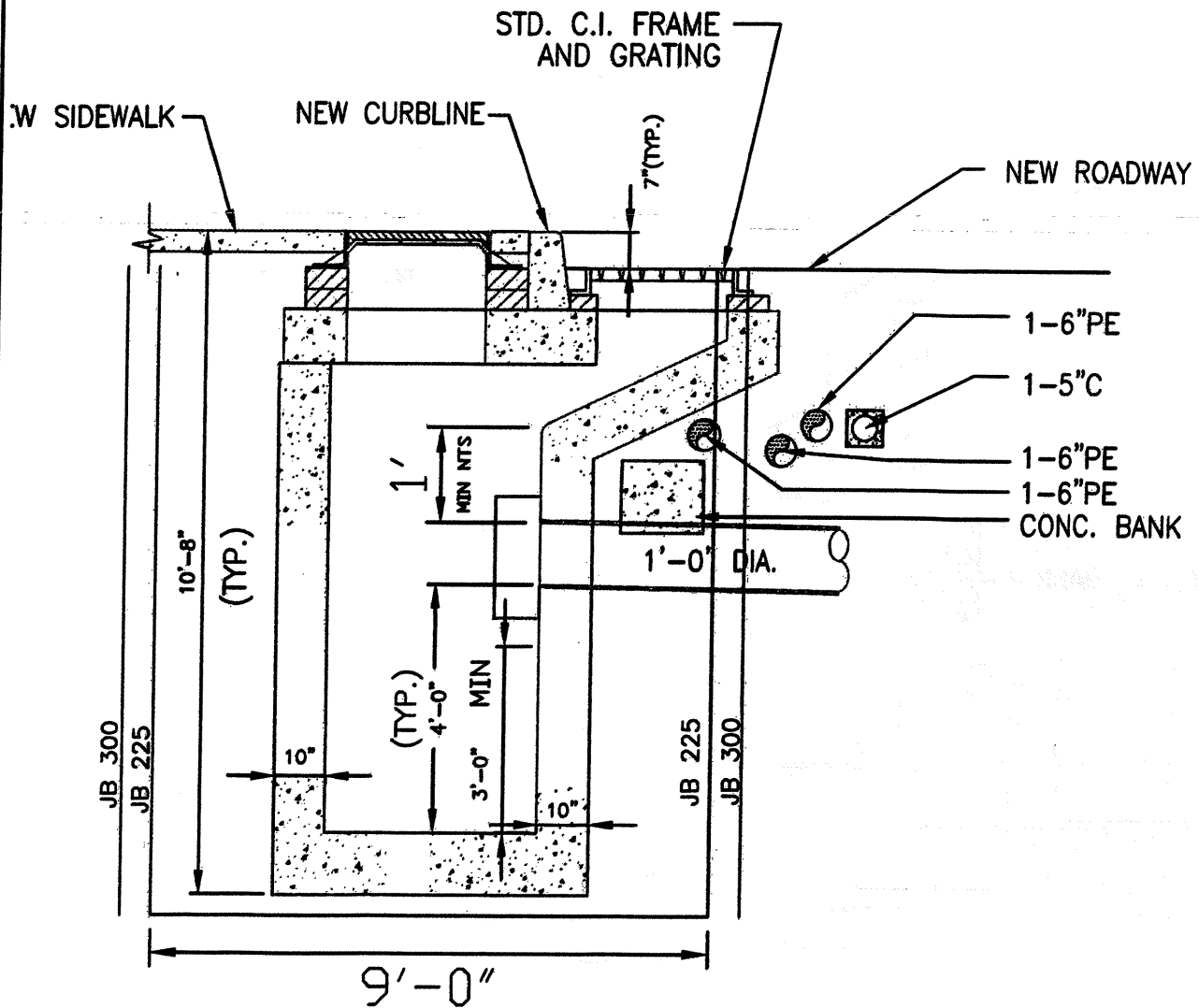


TYPE 3 CATCH BASIN

REQD. FOR CONTRACT NO. SAND1048

LOCATION 19' E/E/C 2ND AVE & SOUTH CURB OF 32ND ST

TEST PIT NO. 11



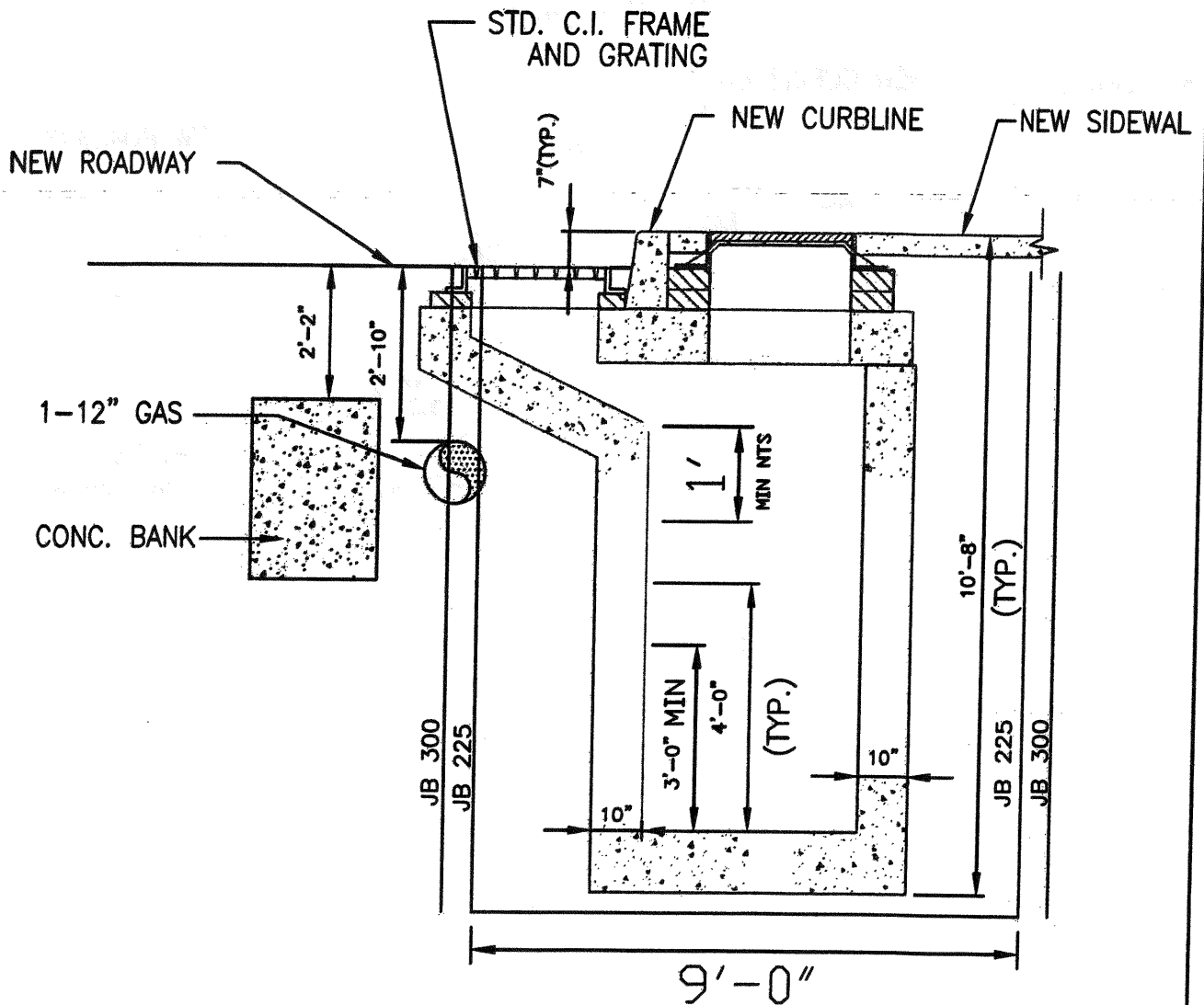


TYPE 3 CATCH BASIN

REQD. FOR CONTRACT NO. SAND1048

LOCATION 193' N/W/C 32ND ST. & EAST CURB OF 2ND AVE

TEST PIT NO. 12





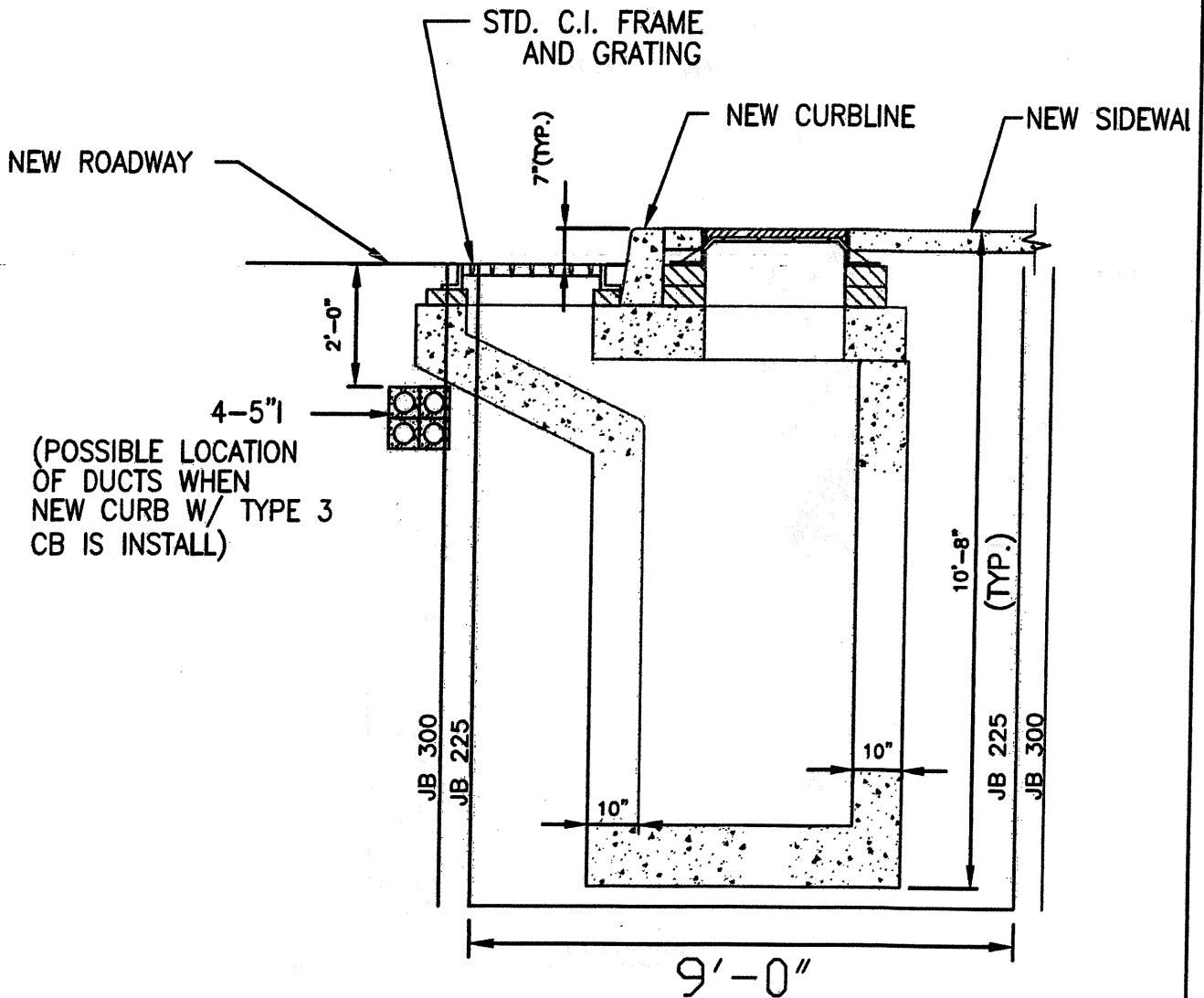
conEdison

TYPE 3 CATCH BASIN

REQD. FOR CONTRACT NO. SAND1048

LOCATION 23' N/N/C 30TH ST. & EAST CURB OF 2ND AVE

TEST PIT NO. 14



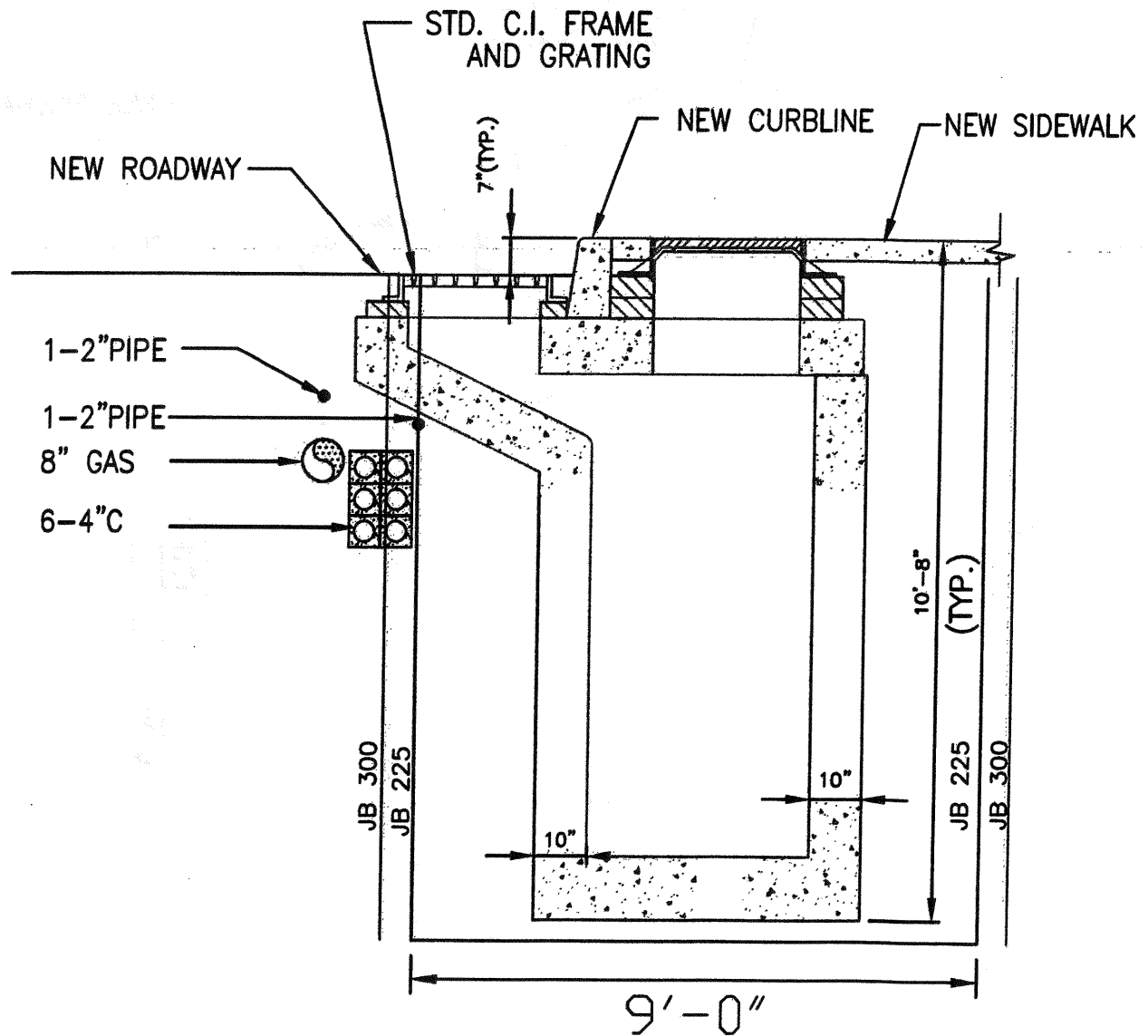
JB-F1y

TYPE 3 CATCH BASIN

REQD. FOR CONTRACT NO. SAND1048

LOCATION 20' S/S/C 34TH ST. & EAST CURB OF 2ND AVE

TEST PIT NO. 16





JOB NO: SAND1048

TEST PIT # 15

PREPARED BY: U. NICHOLAS

DATE: 8/19/2019

CHECKED BY: T. PHUONG

DATE: 8/19/2019

JOB NAME: SUNSET PARK NORTH SECTION OF THE BROOKLYN WATERFRONT GREENWAY

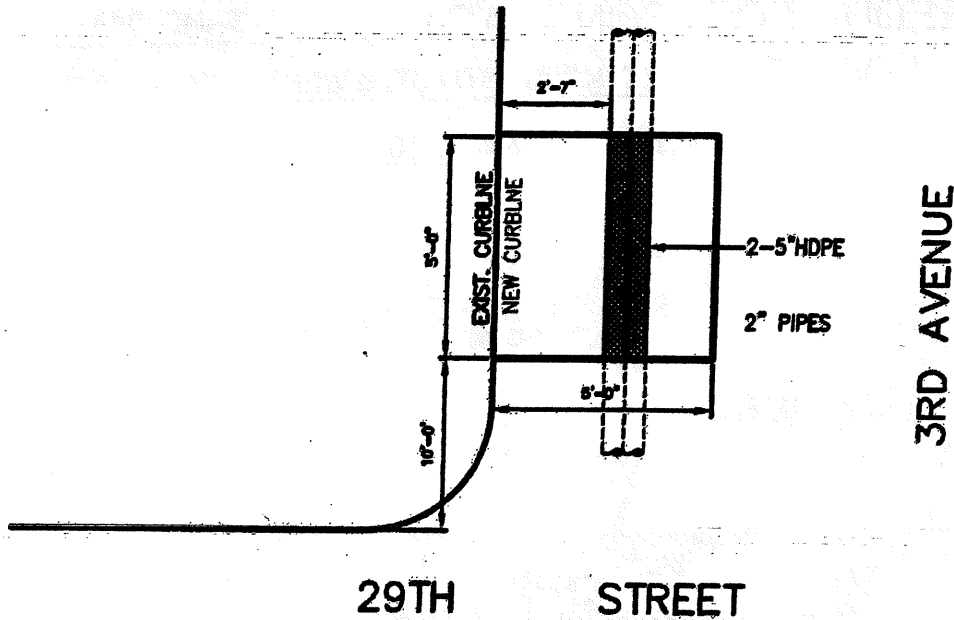
LOCATION: 10' N/N/C 29TH ST. &

PURPOSE: INSTALLATION OF CATCH BASIN

WEST CURB OF 3RD AVENUE

DATE OF EXCAVATION: 7/11/2019

CONTRACT SHEET NO: U7 OF U8

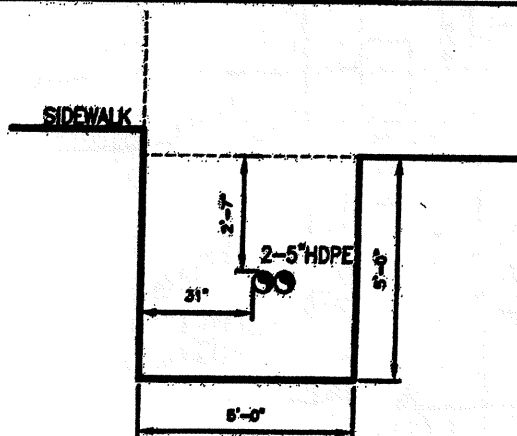


PLAN

N.T.S.

CET

225.1A



PROFILE - LOOKING NORTH

N.T.S.

JB-F2

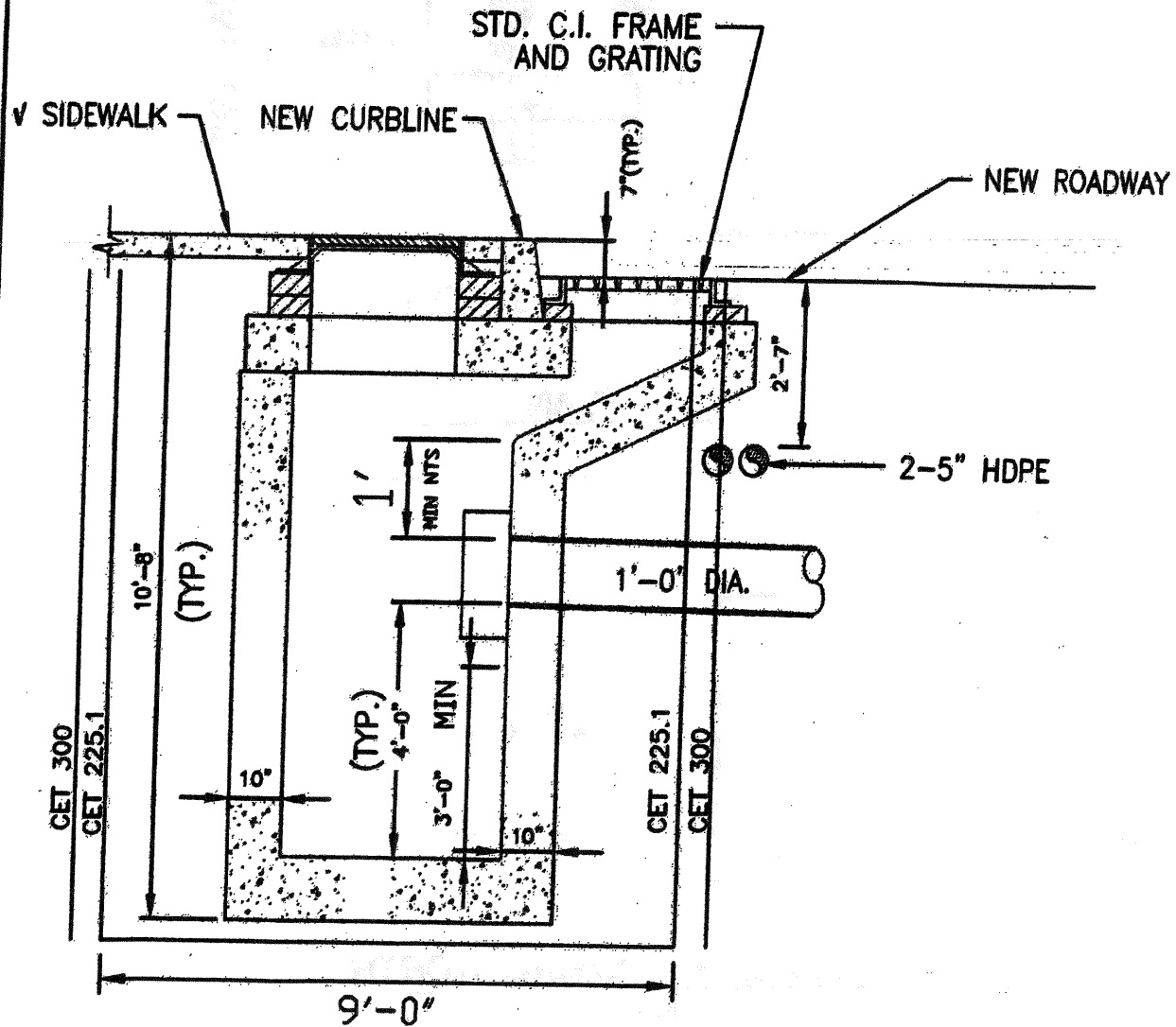


TYPE 3 CATCH BASIN

REQD. FOR CONTRACT NO. SAND1048

LOCATION 10' N/N/C 29TH ST. & WEST CURB OF 3RD AVE

TEST PIT NO. 15





JOB NO.: SAND1048

TEST PIT #: 1

JOB: BROOKLYN WATERFRONT GREENWAY

TP DATE: 6/17/2019

FINAL DESIGN FOR SUNSET PARK NORTH SECTION INSPECTOR: PM

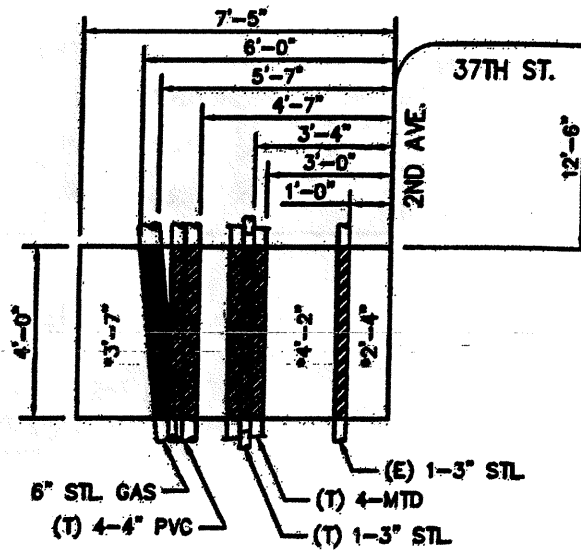
LOCATION: E/S OF 2ND AVENUE, S/O 37TH STREET

PURPOSE: LOCATE EXISTING UNDERGROUND FACILITIES

DIMENSION: 7'-5" X 4'-0" X 2'-5"

VOLUME: 2.7 CY

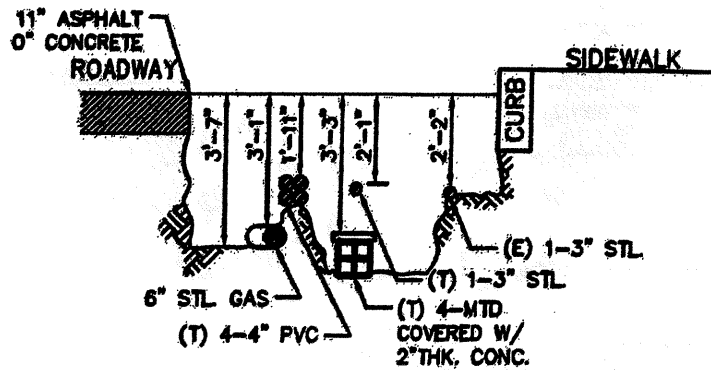
SHEET NO. 1 OF 4



JB ITEMS
JB 100.2
JB225.2A
JB 401
JB 402T.2A
JB 406
JB 638 NT
JB 638 RT

NOTE:
1. ALL DRAWINGS SHOWING UTILITY
SUPPORT AND PROTECT WORK ARE
FOR REFERENCE ONLY.

PLAN



SECTION LOOKING NORTH

JB-F4



JOB NO.: SAND1048

TEST PIT #: 2

JOB: BROOKLYN WATERFRONT GREENWAY

TP DATE: 6/17/2019

FINAL DESIGN FOR SUNSET PARK NORTH SECTION INSPECTOR: PM

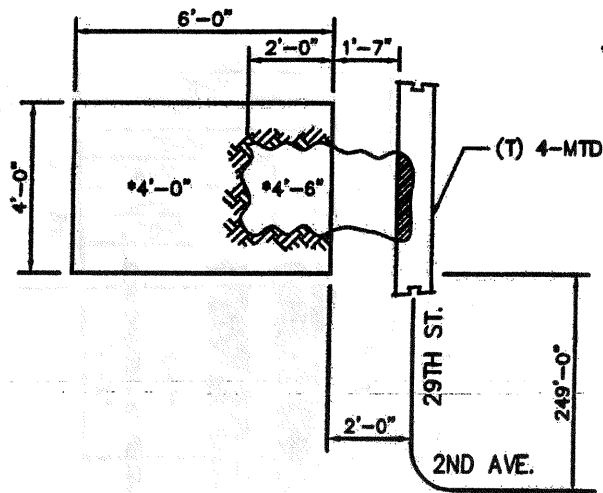
LOCATION: S/S OF 29TH STREET, E/O 2ND AVENUE

PURPOSE: LOCATE EXISTING UNDERGROUND FACILITIES

DIMENSION: 6'-0" X 4'-0" X 4'-2"

VOLUME: 3.7 CY

SHEET NO. 2 OF 4

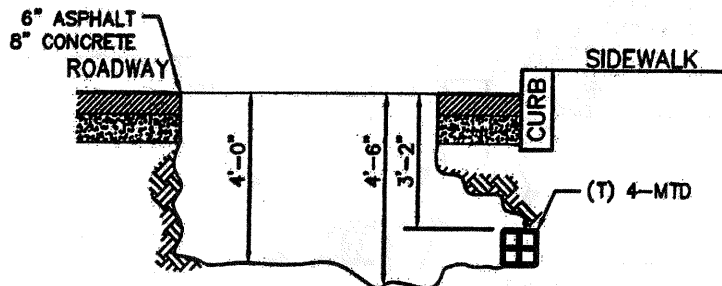


NOTE:
1. ALL DRAWINGS SHOWING UTILITY
SUPPORT AND PROTECT WORK ARE
FOR REFERENCE ONLY.

PLAN

JB
ITEMS

JB 108.1
JB 401
JB 402T.2A
JB 402T.V2A



SECTION LOOKING EAST

JB-F5



JOB NO.: SAND1048

TEST PIT #: 3

JOB: BROOKLYN WATERFRONT GREENWAY

TP DATE: 6/17/2019

FINAL DESIGN FOR SUNSET PARK NORTH SECTION INSPECTOR: PM

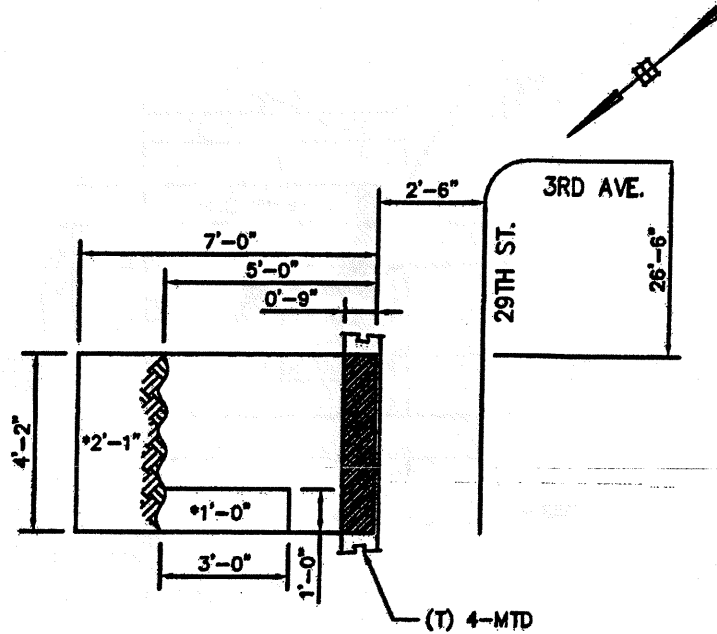
LOCATION: S/S OF 29TH STREET, E/O 2ND AVENUE

PURPOSE: LOCATE EXISTING UNDERGROUND FACILITIES

DIMENSION: 7'-0" X 4'-2" X 2'-6"

VOLUME: 2.7 CY

SHEET NO. 3 OF 4

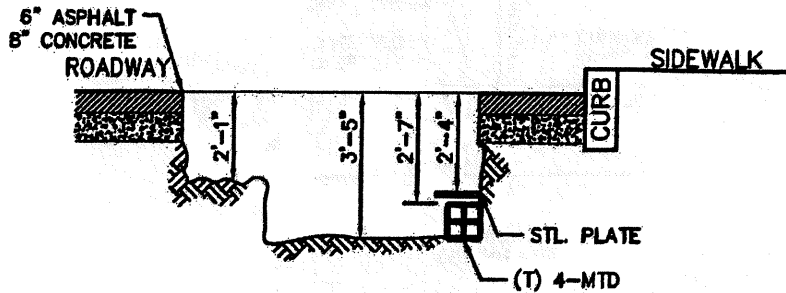


NOTE:

- 1. ALL DRAWINGS SHOWING UTILITY SUPPORT AND PROTECT WORK ARE FOR REFERENCE ONLY.

PLAN

JB
ITEMS



SECTION LOOKING EAST

JB-F6



JOB NO.: SAND1048

TEST PIT #: 4

JOB: BROOKLYN WATERFRONT GREENWAY

TP DATE: 9/04/2019

FINAL DESIGN FOR SUNSET PARK NORTH SECTION INSPECTOR: RD

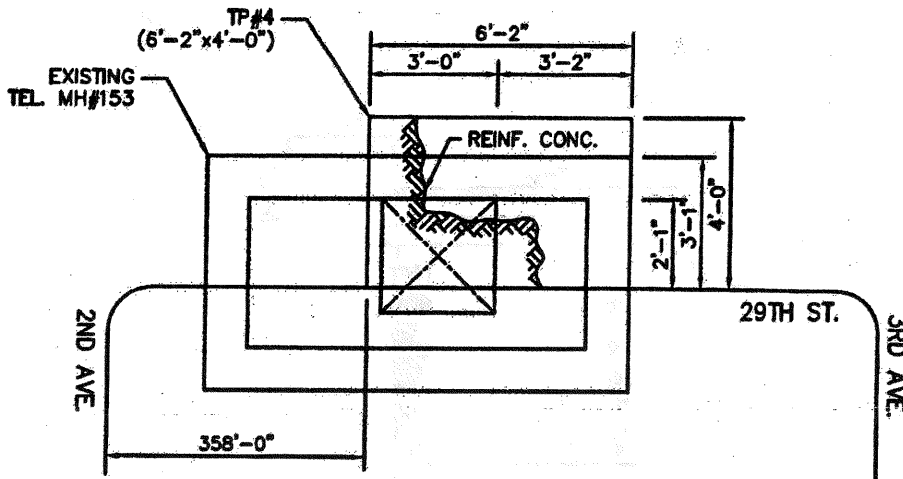
LOCATION: S/S OF 29TH STREET, E/O 2ND AVENUE

PURPOSE: LOCATE EXISTING UNDERGROUND FACILITIES

DIMENSION: 6'-2" X 4'-0" X 2'-0"

VOLUME: 1.8 CY

SHEET NO. 4 OF 4

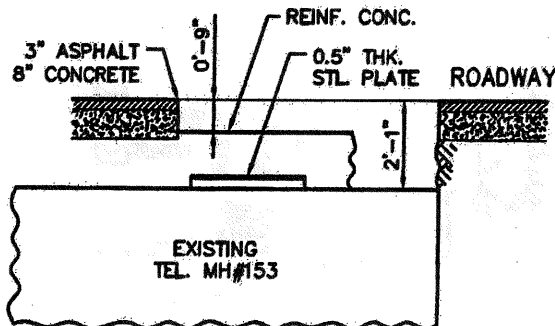


JB
ITEMS

JB 100.1
JB 225.2A
JB 402T.2A
JB 406
JB 638 NT
JB 638 RT

NOTE:
1. ALL DRAWINGS SHOWING UTILITY
SUPPORT AND PROTECT WORK ARE
FOR REFERENCE ONLY.

PLAN



SECTION LOOKING EAST

JB-F7



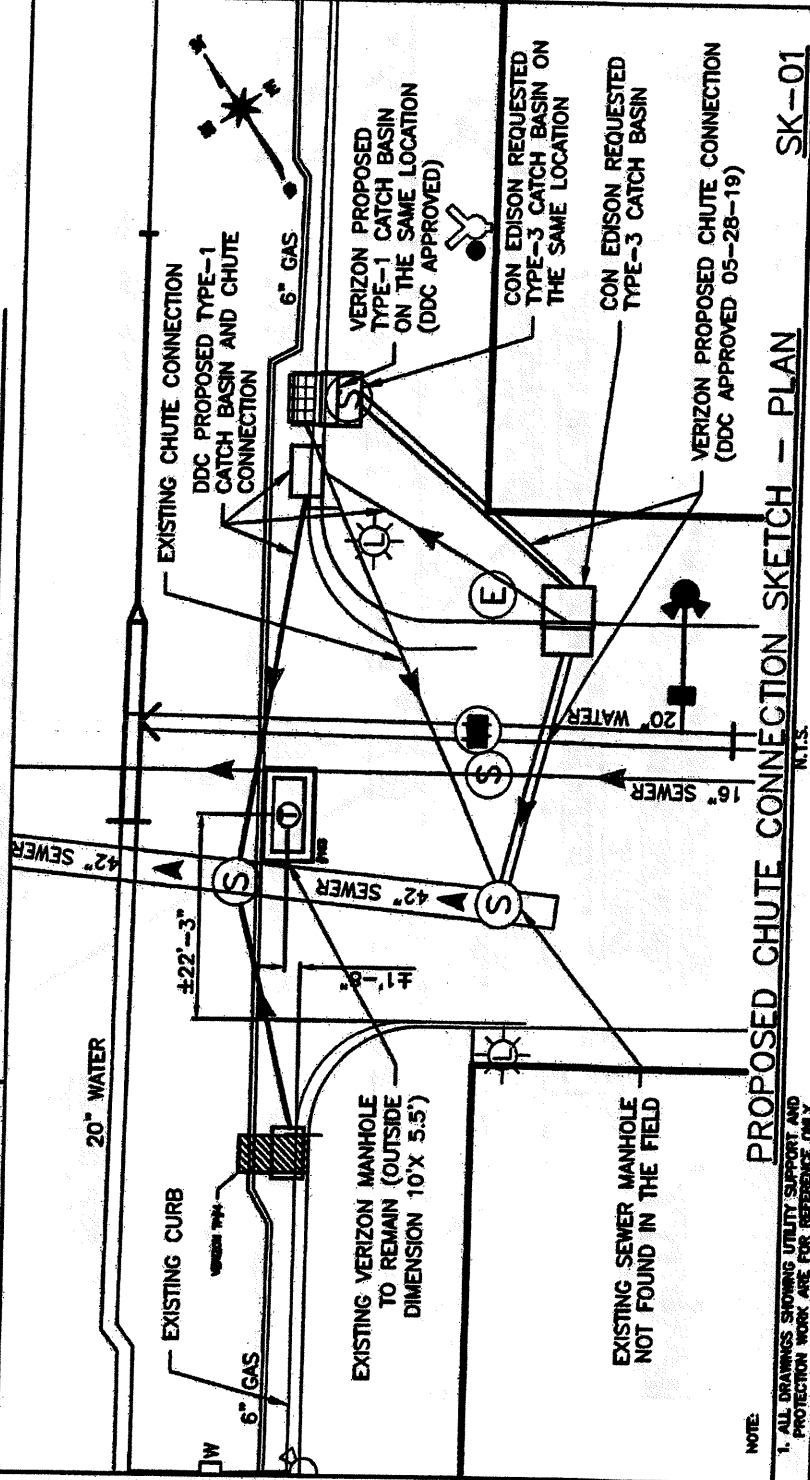
SHEET NO. 1 OF 3

JOB: BROOKLYN WATERFRONT GREENWAY PREPARED BY: MB DATE: 04/05/2023

FINAL DESIGN FOR SUNSET PARK NORTH SECT. CHECKED BY: PM DATE: 04/05/2023

JOB NO: SAND1048

LOCATION: N/E/C OF 2ND AVENUE AND 37TH STREET



PROPOSED CHUTE CONNECTION SKETCH - PLAN SK-01

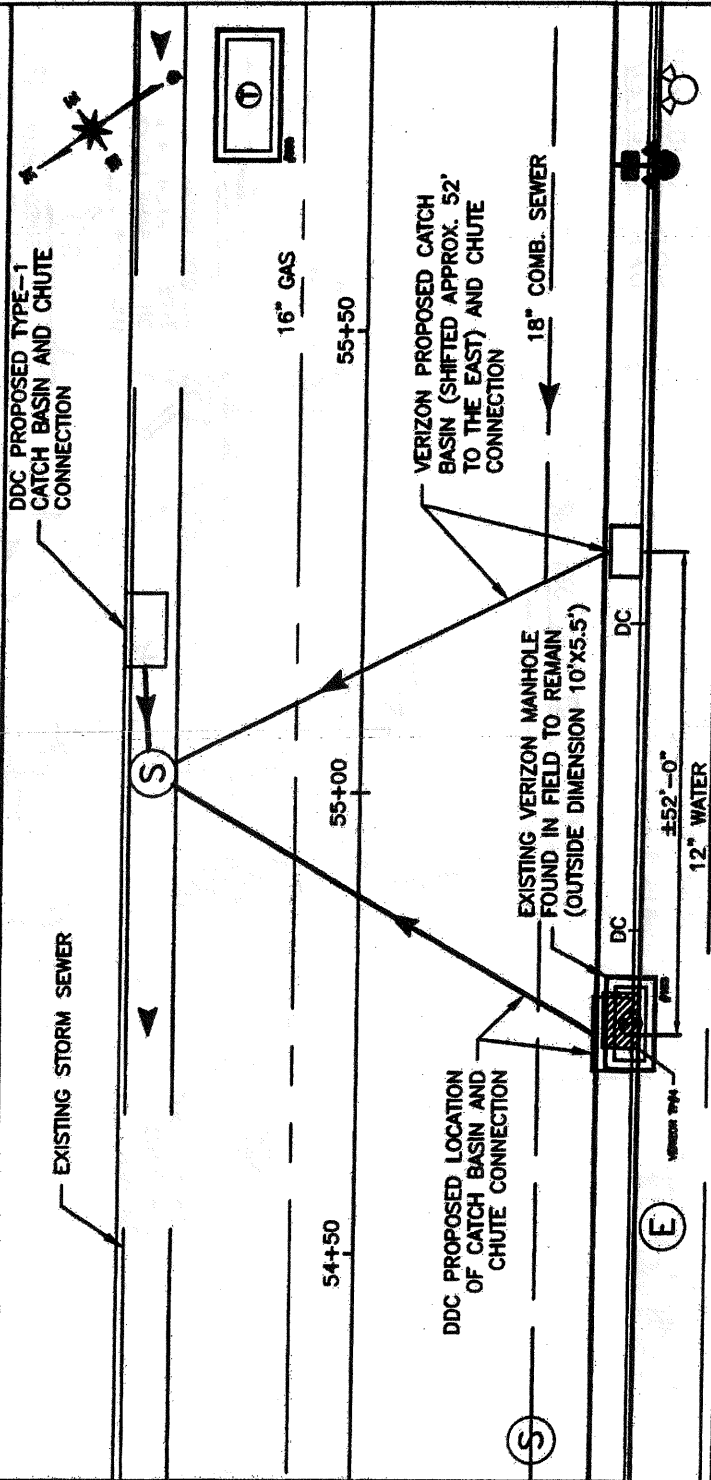


SHEET NO. 2 OF 3

JOB: BROOKLYN WATERFRONT GREENWAY PREPARED BY: MB DATE: 04/05/2023
FINAL DESIGN FOR SUNSET PARK NORTH SECT. CHECKED BY: PM DATE: 04/05/2023

JOB NO: SAND1048

LOCATION: S/S OF 29TH STREET BETWEEN 2ND AVENUE AND 3RD AVENUE



SK-02

PROPOSED NEW CATCH BASIN LOCATION SKETCH - PLAN

NOTE:
1. ALL DRAWINGS SHOWING UTILITY SUPPORT AND PROTECTION WORK ARE FOR REFERENCE ONLY.

JB-F9



SHEET NO. 3 OF 3

JOB: BROOKLYN WATERFRONT GREENWAY
FINAL DESIGN FOR SUNSET PARK NORTH SECT.

PREPARED BY: MB

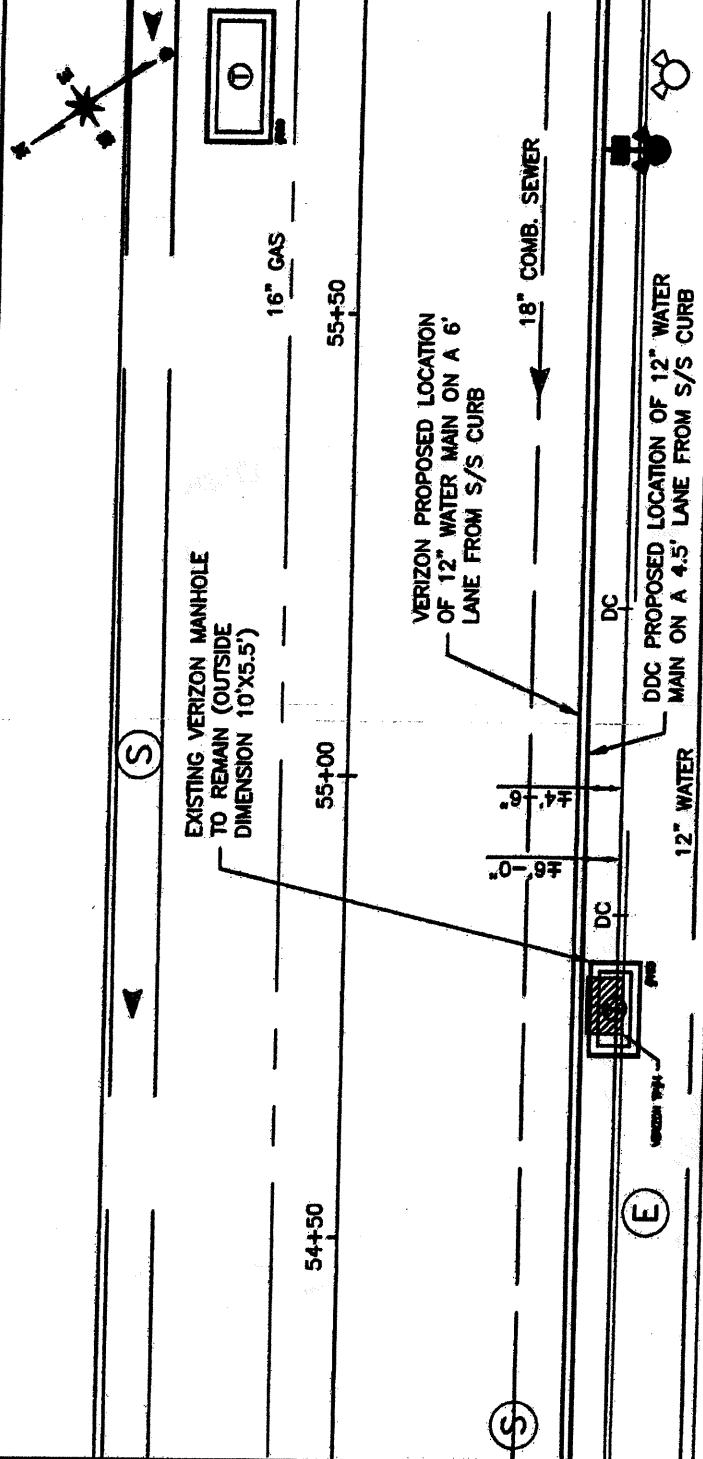
DATE: 04/05/2023

CHECKED BY: PM

DATE: 04/05/2023

JOB NO: SAND1048

LOCATION: S/S OF 29TH STREET BETWEEN 2ND AVENUE AND 3RD AVENUE



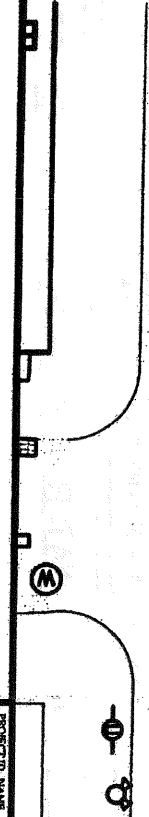
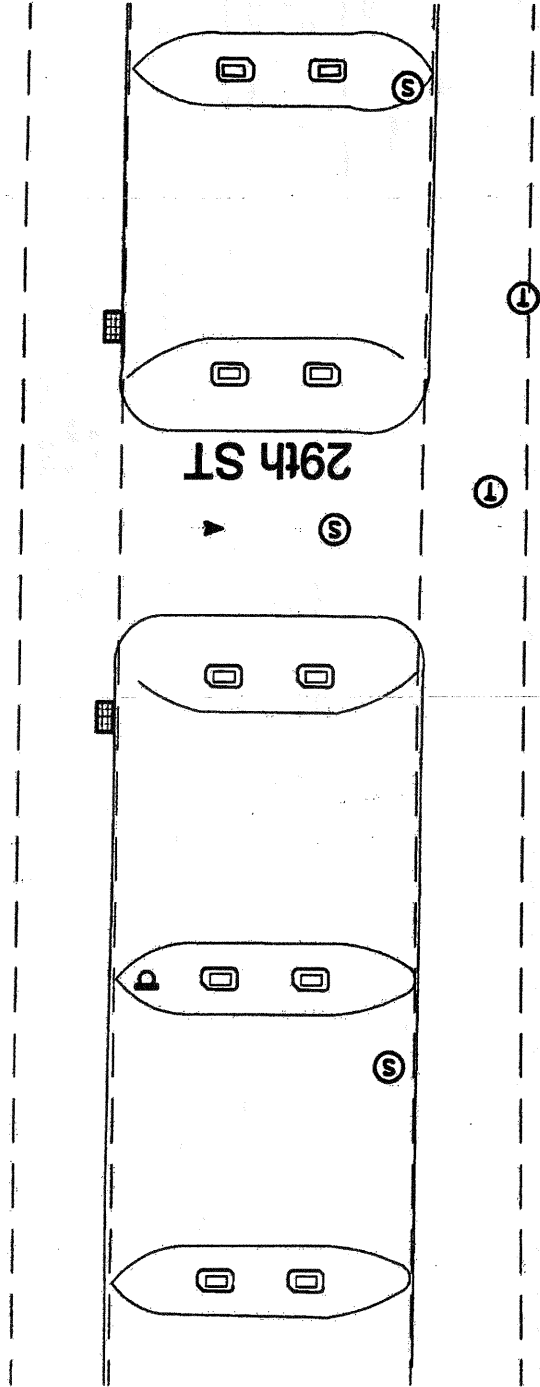
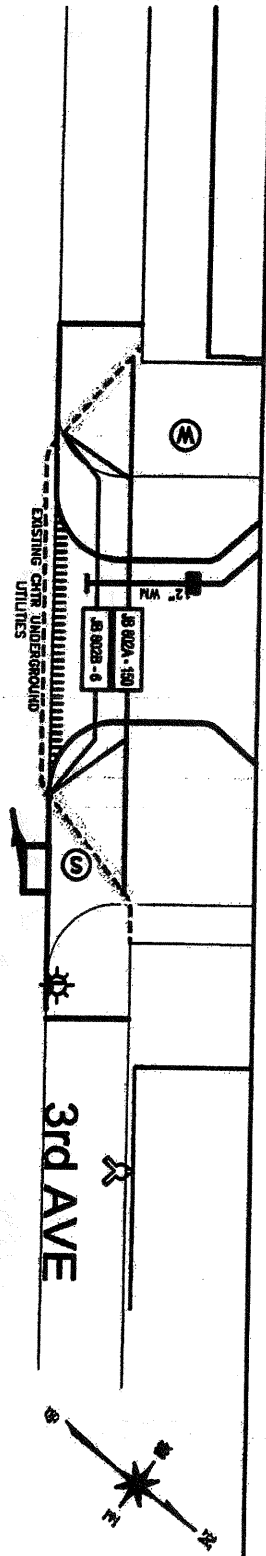
NOTE:
 1. ALL DRAWINGS SHOWING UTILITY SUPPORT AND PROTECTION WORK ARE FOR REFERENCE ONLY.

PROPOSED NEW LOCATION OF 12" WATER MAIN - PLAN

N.T.S.

SK-03

JB-F10



GENERAL NOTE:
 DO NOT SAW CUT OVER CHARTER SPECTRUM FACILITIES.
 SHALLOW COVER AT THE LOCATION.
 TO CONTACT CHARTER REPRESENTATIVE PRIOR TO THE START OF
 CONSTRUCTION @ 57.242.1173

PROJECT ID: NAME
SAND1048 - SUNSET PARK N BK WATERF. GREENWAY
 PROJECT TITLE
CHARTER/SPECTRUM- INTERFERENCE DRAWINGS

DATE
11.02.23
 SHEET #
1 / 1

**END OF JB-PAGES SECTION F
(NO FURTHER TEXT ON THIS PAGE)**

SECTION G. PRIVATE UTILITY DRAWING LIST

UTILITY DRAWING LIST

CON EDISON		
DRAWING TITLE	DRAWING NO.	NO. OF SHEETS
GENERAL NOTES AND CONDITION FOR UTILITY WORK	JB-U1	1
CONDUIT AND DUCT OCCUPANCY PLATES	JB-U2 TO JB-U7	6
LOW TENSION MAINS AND SERVICE PLATES	JB-U8 TO JB-U13	6
CHARTER		
DRAWING TITLE	DRAWING NO.	NO. OF SHEETS
<i>System Print</i>	JB-U14	1

VERIZON		
DRAWING TITLE	DRAWING NO.	NO. OF SHEETS
VERIZON EXISTING FACILITIES PLANS	JB-U15 TO JB-U21	7

TOTAL NUMBER OF CONTRACT DRAWINGS ATTACHED ARE TWENTY-ONE (21)

STUDY DRAWING LIST

NO.	DESCRIPTION	DATE
1
2
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**END OF JB-PAGES SECTION G
(NO FURTHER TEXT ON THIS PAGE)**



**Department of
Design and
Construction**

**DIVISION OF INFRASTRUCTURE
BUREAU OF DESIGN**

VOLUME 3 OF 3

PROJECT ID: SAND1048

**RECONSTRUCTION OF SUNSET PARK NORTH SECTION
OF THE BROOKLYN WATERFRONT GREENWAY**

INCLUDING ROADWAY RECONSTRUCTION, SEWER AND WATER MAIN,
STREET LIGHTING AND TRAFFIC SIGNAL, LANDSCAPING WORK

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

Contractor

Dated _____, 20____