



**Department of  
Design and  
Construction**

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

30-30 THOMSON AVENUE  
LONG ISLAND CITY, NEW YORK 11101-3045  
TELEPHONE (718) 391-1000  
WEBSITE [www1.nyc.gov/site/ddc/index.page](http://www1.nyc.gov/site/ddc/index.page)

**VOLUME 1 OF 3**

**LAW**

**BID BOOKLET**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED  
FOR:

**PROJECT ID: SANDR01**

**HYLAN BOULEVARD STREETScape IMPROVEMENTS  
FROM SEAVER AVENUE TO STOBE AVENUE**

**INCLUDING SIDEWALK, SEWER, WATER MAIN, BMP,  
STREET LIGHTING, AND TRAFFIC WORK**

**TOGETHER WITH ALL WORK INCIDENTAL THERETO**

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

FOR THE DEPARTMENT OF TRANSPORTATION  
PREPARED BY

*MICHAEL BAKER ENGINEERING, INC.*

**NOVEMBER 2, 2018**





Lorraine Grillo  
Commissioner

Jamie Torres-Springer  
First Deputy Commissioner

Justin Walter  
Chief Administrative Officer  
Administration

Nicholas Mendoza  
Agency Chief Contracting Officer

Lorraine Holley  
Deputy ACCO

January 14, 2020

**CERTIFIED MAIL - RETURN RECEIPT REQUEST**

J. D'ANNUNZIO & SONS, INC.  
3730 Park Avenue  
South Plainfield, NJ 07080

RE: FMS ID: SANDR01  
E-PIN: 85019B0021001  
DDC PIN: 8502019HW0014C  
HYLAN BLVD STREETScape  
IMPROVEMENTS FROM SEAVER  
AVENUE TO STOBE AVENUE-BOROUGH  
OF STATEN ISLAND

**NOTICE OF AWARD**

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of \$26,587,000.00 submitted at the bid opening on July 30, 2019. Within ten (10) days of your receipt of this notice of award, you are required to take the actions set forth in Paragraphs (1) through (3) below. For your convenience, attached please find a copy of Schedule A of the General Conditions to the Contract, which sets forth the types and amounts of insurance coverage required for this contract.

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

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

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

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

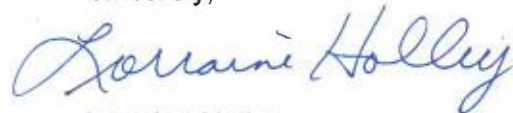
**As of August 16, 2019, please be advised that Contract Site Safety Plans for DDC projects must be submitted through DDC's online Site Safety Plan (SSP) application (available via our Agency Portal – DDC Anywhere).**

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

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

For questions regarding this web-based application, please contact DDC via email at: [appsupport@ddc.nyc.gov](mailto:appsupport@ddc.nyc.gov).

Sincerely,



Lorraine Holley  
Deputy ACCO

# CONTRACT SANDR01

# NOTICE TO BIDDERS

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The bidder's attention is directed to Volume 3, S-Pages, Special Provision Article A, Sub-article A.6, which states:

*As part of the pre-award process for this contract, the low bidder will be required to submit a preliminary schedule and work plan in order to explain how it arrived at its "N" time proposal.*

*Award will only be made if the low bidder's preliminary schedule and work plan have sufficient detail to successfully explain and justify its "N" time proposal.*

*The sufficient detail required should include, but is not limited to:*

- *Resources, including:*
  - *Numbers of crews, with crew composition*
  - *Manpower*
  - *Major pieces of equipment*
- *Numbers of shifts being worked*
- *Anticipated weather delays*
- *Holiday embargo*
- *Traffic phasing*

# **CONTRACT SANDR01 - SPECIAL NOTICE TO BIDDERS**

## **M/WBE REQUIREMENTS**

As noted on Schedule B in this Volume 1, this contract has no City M/WBE Goals.

However, this Contract has NY State M/WBE Goals, as noted in Volume 3 (GOSR-Pages, page 26), and requires reporting of diversity and labor compliance via a NY State mandated web system (GOSR-Pages, page 32).

The bidder is warned that M/WBE vendors must be listed in the NY State M/WBE directory, which can be found online:

<https://ny.newnycontracts.com/>

## **BID SECURITY AND INSURANCE AMOUNTS**

The amounts required for Bid Security and for Insurance, shown in Schedule A, in Volume 3, differ from the standard amounts on DDC contracts.

**M/WBE UTILIZATION PLAN**

**INSTRUCTIONS:** This form is submitted at the time of bid or procurement submission, or at the time of contract execution, or within a reasonable time thereafter as outlined in procurement submission instructions. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

<b>Subrecipient Name:</b>		<b>Project Name:</b>	
<b>Offeror's Name:</b>		<b>Federal ID Number:</b>	
<b>Address:</b>		<b>Contract Number (if applicable):</b>	
<b>City State &amp; Zip Code:</b>		<b>Phone:</b>	
<b>Location of Work:</b>			

*M/WBE Target Goal*

Category	Percentage	Amount
<b>MBE:</b>	%	\$
<b>WBE:</b>	%	\$
<b>Totals:</b>	%	\$

*Proposed M/WBE Participation*

Category	Percentage	Amount
<b>MBE:</b>	%	\$
<b>WBE:</b>	%	\$
<b>Totals:</b>	%	\$

1. Certified M/WBE Subcontractors/Suppliers Information:		Classification NYS-ESD Certified (Choose One Only)		Federal ID No. :	Detailed Description of Work:	Dollar Value of Subcontractors/ Supplies/Services	Intended performance dates on each component of the contract
		MBE	WBE				
A	Name:						
	Address:						
	Email:						
	Phone:						
B	Name:						
	Address:						
	Email:						
	Phone:						
C	Name:						
	Address:						
	Email:						
	Phone:						
D	Name:						
	Address:						
	Email:						
	Phone:						

<b>Contractor Use:</b>	
Name of Preparer:	
Authorized Signature:	
Date:	
Email:	
Phone:	

# Notices to Bidders

## Pre-Bid Questions (PBQs)

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

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

## Apprenticeship Program

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

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

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

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



# Notices to Bidders

## PASSPort Disclosure Filing

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

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

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

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

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

# Notices to Bidders

## NYC Construction Loan Pilot Program

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

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

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

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

**CITY OF NEW YORK**

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

**BID BOOKLET**

FOR FURNISHING ALL LABOR AND MATERIALS  
NECESSARY AND REQUIRED FOR:

**PROJECT ID: SANDR01**

**HYLAN BOULEVARD STREETScape IMPROVEMENTS**  
**FROM SEAVER AVENUE TO STOBE AVENUE**

**INCLUDING SIDEWALK, SEWER, WATER MAIN, BMP,**  
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BID BOOKLET

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

**SPECIAL NOTICE TO BIDDERS – GOSR FUNDED CONTRACTS**

**BID SUBMISSION REQUIREMENTS**

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

1. Bid Schedule and Bid Form, including Affirmation
2. Bid Security (if required, see Attachment 1 on Page A-1)
3. Debarment History Certification (See Page GOSR-6 in the GOSR-Pages)
4. DBE Utilization Schedule (See Page GOSR -28 in the GOSR-Pages)

**FAILURE TO SUBMIT ITEMS (1) THROUGH (4)  
WILL RESULT IN THE DISQUALIFICATION OF THE BID.**

5. Safety Questionnaire
6. Construction Employment Report (if bid is \$1,000,000 or more)
7. Contract Certificate (if bid is less than \$1,000,000)
8. Confirmation of Vendex Compliance
9. Bidder's Certification of Compliance with Iran Divestment Act
10. Special Experience Requirements (if applicable)
11. Apprenticeship Program Questionnaire (if applicable)
12. Disclosure of Lobbying Activities (if applicable) (See Page GOSR-29 in the GOSR-Pages)
13. Any addenda issued prior to the receipt of bids

**FAILURE TO SUBMIT ITEMS (5) THROUGH (13)  
MAY RESULT IN THE DISQUALIFICATION OF THE BID.**

**NOTES:**

- (1) All of the above referred to blank forms to be completed and submitted with the bid are included in the BID BOOKLET.
- (2) If the bidder has any questions or requires additional information, please contact the Department of Design and Construction by phone (718-391-2601) or by fax (718-391-2627).
- (3) **PASSPort Compliance:** The Bidder is advised that Vendex Questionnaires and procedures have been replaced by the PASSPort system. Compliance with PASSPort is mandatory for contract Award. PASSPort details are set forth on NTB-2 at the beginning of this Bid Booklet.
- (4) **SPECIAL EXPERIENCE REQUIREMENTS:** The Bidder is advised that Special Experience Requirements may apply to this contract. Such requirements are set forth on pages 3, 3a, 3b, and 4 of this Bid Booklet.

**SPECIAL NOTICE TO BIDDERS**

**SPECIAL EXPERIENCE REQUIREMENTS (Revised 03/2014)**

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

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

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

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

- Trunk Water Main Work:** The entity that will perform the trunk water main work must, within the last seven (7) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least one (1) project similar in scope and type to the required work.

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

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

- The individual serving as the Restoration Specialist (Construction Monitor) must be a Registered Landscape Architect licensed by the state of New York, or must have equivalent professional experience.

- The individual serving as the Erosion and Sediment Control Licensed/Certified Professional must be a Certified Professional in Erosion and Sediment Control (CPESC), certified by CPESC, Inc.

- Micro-Tunneling/Pipe Jacking Work:** The entity that will perform the micro-tunneling/pipe jacking work must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least two (2) projects similar in scope and type to the required work.

- OTHER:** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

□ **OTHER:** \_\_\_\_\_

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

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

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

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

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

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



## QUALIFICATION FORM

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

Name of Contractor: J. D'ANNUNZIO & SONS, INC.

Name of Project: BROOKFIELD AVENUE LANDFILL REMEDIATION

Location of Project: STATEN ISLAND, NY

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

Name: ROY TYSVAER

Title: DIRECTOR Phone Number: 718-595-6208

Brief description of the Project completed or the Project in progress: Final capping of 128 acre landfill including earthwork, landscaping, wetland creation, erosion control, stormwater controls

Was the Project performed as a prime, a subcontractor or a sub-subcontractor: Prime as part of J.V.

Amount of Contract, Subcontract or Sub-subcontract: \$241,357,000

Start Date and Completion Date: 10/01/2009 to 02/28/2017

\*\*\*\*\*  
Name of Contractor: D'ANNUNZIO & SONS, INC.

Name of Project: NJ TURNPIKE T869.120.802 INTERCHANGE 8A BRIDGES

Location of Project: NJ TURNPIKE INTERCHANGE 8A

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

Name: MIKE GAROFALO

Title: CONSTRUCTION MANAGER Phone Number: 732-750-5300 ext: 8248

Brief description of the Project completed or the Project in progress: Construction of 4 bridges, demolition of 3 bridges including earthwork, grading, landscaping, erosion control

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

Amount of Contract, Subcontract or Sub-subcontract: \$38,880,000

Start Date and Completion Date: 07/01/2010 to 09/01/2012

**QUALIFICATION FORM**

Name of Contractor: D'ANNUNZIO & SONS, INC.

Name of Project: NJ TURNPIKE R-1487 INTERCHANGE 12 IMPROVEMENTS

Location of Project: NJ TURNPIKE INTERCHANGE 12

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

Name: LARRY WILLIAMS

Title: ASSISTANT CHIEF ENGINEER Phone Number: 732-750-5300 ext: 8260

Brief description of the Project completed or the Project in progress: Construction of 2200 LF bridge, 20 retaining walls, box culvert, utility relocations, earthwork, grading, landscaping, erosion control

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

Amount of Contract, Subcontract or Sub-subcontract: \$80,350,000

Start Date and Completion Date: 10/01/2006 to 12/31/2009

\*\*\*\*\*  
Name of Contractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Location of Project: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Brief description of the Project completed or the Project in progress: \_\_\_\_\_

\_\_\_\_\_

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

Amount of Contract, Subcontract or Sub-subcontract: \_\_\_\_\_

Start Date and Completion Date: \_\_\_\_\_

ATTACHMENT 1 - BID INFORMATION

PROJECT ID: SANDR01

PIN: 8502019HW0014C

Description and Location of Work:

**HYLAN BOULEVARD STREETScape IMPROVEMENTS  
FROM SEAVER AVENUE TO STOBE AVENUE**

**INCLUDING SIDEWALK, SEWER, WATER MAIN, BMP,  
STREET LIGHTING, AND TRAFFIC WORK**

**TOGETHER WITH ALL WORK INCIDENTAL THERETO**

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

Documents Available At:

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

Submission of Bids To:

30-30 Thomson Avenue  
First Floor Bid Procurement Room  
Long Island City, New York 11101  
Before 11:00 A.M. on July, 23, 2019

Bid Opening:

30-30 Thomson Avenue  
First Floor Bid Procurement Room  
Long Island City, New York 11101  
Time and Date: 11:00 A.M. on July, 23, 2019

Pre-Bid Conference:

Yes     X     No             
If Yes, Mandatory            Optional:     X      
Time and Date: Tuesday, July 9, 2019 @ 10:00 a.m.  
Location: DDC Bid room, 1<sup>st</sup> floor

Bid Security:

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

- (1) Bond in an amount not less than 5% of the TOTAL BID PRICE set forth on the Bid Form, OR
- (2) Certified Check in an amount not less than 10% of the TOTAL BID PRICE set forth on the Bid Form.

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

Agency Contact Person:

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



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

**LIST OF STANDARD DRAWINGS**

H-1005	BUS STOP IN NEW ROADWAY	HIGHWAYS
H-1010	STEEL FACED CURB/STEEL FACING TYPE D	HIGHWAYS
H-1011	SIDEWALK PEDESTRIAN RAMPS	HIGHWAYS
H-1012	TIMBER CURB	HIGHWAYS
H-1013	ILLUMINATED TIMBER BARRICADE	HIGHWAYS
H-1014	TEMPORARY PEDESTRIAN STEEL BARRICADE	HIGHWAYS
H-1015	STEEL FACED DROP CURB DRIVEWAYS	HIGHWAYS
H-1031	TYPICAL PAVEMENT KEY	HIGHWAYS
H-1034	TYPICAL CONSTRUCTION JOINTS FOR CONCRETE BASE FOR PAVEMENT	HIGHWAYS
H-1035	REINFORCED CONCRETE CURB & DROP CURB	HIGHWAYS
H-1040	TRANSVERSE CONSTRUCTION JOINTS FOR CONCRETE BASE	HIGHWAYS
H-1042 A	STANDARD TRENCH OR HOLE RESTORATION FOR STREETS PROTECTED BY NYC ADMINISTRATION CODE § 19-144	HIGHWAYS
H-1044	CONCRETE CURB	HIGHWAYS
H-1045	CONCRETE SIDEWALK	HIGHWAYS
H-1046	STREET TREE PLANTING DETAIL - TYPE I	HIGHWAYS
H-1047	TYPICAL CURB DETAIL AT EXISTING TREES	HIGHWAYS
H-1049	PLASTIC BARREL	HIGHWAYS
H-1053	DETAILS FOR CONSTRUCTION AREA OF ADJUSTMENT AND TRANSITION SECTIONS	HIGHWAYS
H-1054	LIMITS OF MEASUREMENT FOR PAYMENT OF TEMPORARY ASPHALT PAVEMENT	HIGHWAYS
H-1055	PAVEMENT KEY TYPE A, B-1, B-2, C	HIGHWAYS
MS-1003	TYPICAL ROADWAY CROSS-SECTION/RESURFACING	HIGHWAYS
TBUS-1	TYPICAL PAVEMENT MARKINGS BUS LANES	TRAFFIC
TCW-1	TYPICAL PAVEMENT MARKINGS CROSSWALKS & STOP BARS	TRAFFIC
TSC-1	TYPICAL PAVEMENT MARKINGS STRIPING AND CROSS HATCHING	TRAFFIC
TAR-1	TYPICAL PAVEMENT MARKINGS ARROWS & SYMBOLS	TRAFFIC
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SE6	STANDARD FOR 24" DIA. TO 48" DIA. CIRCULAR PRECAST REINFORCED CONCRETE PIPE ON CONCRETE CRADLE ON PILES-2 PILE BENT (5', 10' AND 15' COVER)	DEP
SE13	STANDARD FOR SHALLOW MANHOLE ON 8" DIA. TO 30" DIA. PIPE SEWERS. TYPE A-3 (LESS THAN 4'-0" COVER)	DEP
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SE39	27" DIAMETER CAST IRON MANHOLE FRAME AND COVER (FOR ACCESS OR CLEANOUT)	DEP
SE40	27" DIAMETER CAST IRON EXTENSION RING FOR 27" DIAMETER MANHOLE FRAME AND COVER	DEP
SE41	STANDARD FOR 36" DIAMETER MANHOLE FRAME AND COVER FOR CLEANOUT	DEP

SE42	24" DIAMETER CAST IRON MANHOLE COVER	DEP
SE43	CAST IRON MANHOLE STEP	DEP
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19841-Z-B	STANDARD METHODS FOR RECONSTRUCTING CATCH BASIN CONNECTIONS	DEP
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26438-Z-A	STANDARD SYMBOLS TO BE USED ON ALL PLANS	DEP
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40868-Z	SUPPORTS FOR WATER MAINS OVER PIPE CROSSING	DEP
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44387-Z-B	RODDING ALL SPECIAL CASTINGS, LEAD & MECHANICAL JOINTS ON LOW PRESSURE WATER MAINS, PUSH-ON JOINT PIPE	DEP
45161-A-Z	STANDARD STEEL HYDRANT FENDER	DEP
46464-Z	METHOD FOR PROTECTING D.I. WATER MAINS WITH SHALLOW (LESS THAN 24") COVER	DEP
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# BID SCHEDULE

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

**NOTES:**

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

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



# BID SCHEDULE

Item Number Format	Applicable Specifications
83X.XXX HW-XXX MX.XXX MP XXX NYC-XXX NYCT-XXX NYPD-XXX P XXX PK-XXX	New Sections in the I-Pages, located in Volume 3 of 3 herein.
BMP-XXX	Specifications for Construction of Best Management Practice (BMP) and Mitigation Area in the BMP-Pages, located in Volume 3 of 3 herein.
E XXX ME XXX 16.XX	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 <b>AND</b> NYC Division of Street Lighting Standard Drawings.
T-XXX	NYC DOT Specifications for Traffic Signals and Intelligent Transportation Systems <b>AND</b> 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.
XXX.XXX <i>(Any number of digits after the decimal point)</i>	New York State Department of Transportation Standard Specifications <b>OR</b> New Sections in the I-Pages, located in Volume 3 of 3 herein.



Department of  
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7/24/2019 11:48 AM

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

CONTRACT PIN: 8502019HW0014C  
PROJECT ID: SANDR01  
REBID: N/A

## BID SCHEDULE

- NOTE:** (1) The Agency may reject a bid if it contains unbalanced bid prices. An unbalanced bid is considered to be one containing lump sum or unit items which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs, anticipated for the performance of the items in question.
- (2) The following bid prices on Unit Price Contracts are to be paid for the actual quantities of the item numbers in the completed work or structure, and they cover the cost of all work, labor, material, tools, plant and appliances of every description necessary to complete the entire work, as specified, and the removal of all debris, temporary work and appliances.
- (3) PLEASE BE SURE A LEGIBLE BID IS ENTERED, IN INK, FOR EACH ITEM.  
Alterations must be initialed in ink by the bidder.
- (4) The Extended Amount entered in Column 6 shall be the product of the Estimated Quantity in Column 3 times the Unit Price Bid in Column 5.
- (5) Prospective bidders must examine the Bid Schedule carefully and, before bidding, must advise the Commissioner, in writing, if any pages are missing, and must request that such missing pages be furnished them. The pages of this Bid Schedule are numbered consecutively, as follows:  
B - 3 [REVISION # 1] Through B - 40 [REVISION # 1]

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

# BID SCHEDULE FORM

COL 1 SEQ NO	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (FIGURES) DOLLARS CTS	COL 6 EXTENDED AMOUNT (FIGURES) DOLLARS CTS
001	4.02 AB-R ASPHALTIC CONCRETE WEARING COURSE, 1-1/2" THICK	240.00	S.Y.	100	24,000
002	4.02 AF-R ASPHALTIC CONCRETE WEARING COURSE, 2" THICK	245.00	S.Y.	110	26,950
003	4.02 AG ASPHALTIC CONCRETE WEARING COURSE, 3" THICK	7,050.00	S.Y.	30	211,500
004	4.02 CB ASPHALTIC CONCRETE MIXTURE	1,425.00	TONS	130	185,250
005	4.04 H CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	40.00	C.Y.	300	12,000
006	4.04 HE CONCRETE BASE FOR PAVEMENT, 10" THICK (HIGH-EARLY STRENGTH)	1,390.00	C.Y.	240	333,600
007	4.05 AC REINFORCED CONCRETE PAVEMENT (BUS STOPS)	90.00	C.Y.	600	54,000
008	4.08 AE CONCRETE CURB (22" DEEP)	280.00	L.F.	130	36,400



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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
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7/24/2019 11:48 AM

## BID SCHEDULE FORM

COL 1 SEQ NO	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS		COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	
009	4.08 AEM CONCRETE CURB, MOUNTABLE (22" DEEP)	90.00	L.F.	190	00	17,100	00
010	4.08 AJM CONCRETE CURB, MOUNTABLE (27" DEEP)	30.00	L.F.	150	00	4,500	00
011	4.09 AEA STRAIGHT STEEL FACED CONCRETE CURB (22" DEEP)	1,300.00	L.F.	170	00	221,000	00
012	4.09 AF STRAIGHT STEEL FACED CONCRETE CURB (27" DEEP)	200.00	L.F.	175	00	35,000	00
013	4.09 BEA DEPRESSED STEEL FACED CONCRETE CURB (22" DEEP)	40.00	L.F.	175	00	7,000	00
014	4.09 CEA CORNER STEEL FACED CONCRETE CURB (22" DEEP)	220.00	L.F.	225	00	49,500	00
015	4.11 CA FILL, PLACE MEASUREMENT	5,990.00	C.Y.	50	00	299,500	00
016	4.13 AAS 4" CONCRETE SIDEWALK (UNPIGMENTED)	17,300.00	S.F.	19	00	328,700	00

# BID SCHEDULE FORM

COL 1 SEQ NO	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNPRICED (IN FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
017	4.13 BAS 7" CONCRETE SIDEWALK (UNPIGMENTED)	15,060.00	S.F.	20	301,200 <sup>00</sup>
018	4.13 DE EMBEDDED PREFORMED DETECTABLE WARNING UNITS	200.00	S.F.	40	8,000 <sup>00</sup>
019	4.14 STEEL REINFORCEMENT BARS	220.00	LBS.	3	660 <sup>00</sup>
020	4.14 W WELDED STEEL WIRE FABRIC	1,150.00	LBS.	3	3,450 <sup>00</sup>
021	4.15 TOPSOIL	70.00	C.Y.	100	7,000 <sup>00</sup>
022	4.16 AA TREES REMOVED (4" TO UNDER 12" CALIPER)	2.00	EACH	500	1,000 <sup>00</sup>
023	4.16 BA TREES PLANTED, 2-1/2" TO 3" CALIPER, ALL TYPES	14.00	EACH	1,300	18,200 <sup>00</sup>
024	4.16 BA510 TREES PLANTED, 2-1/2" TO 3" CALIPER, ALL TYPES, IN 5' X 10' TREE PITS	7.00	EACH	1,600	11,200 <sup>00</sup>



Department of  
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
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## BID SCHEDULE FORM

COL 1 SEQ. NO.	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNITS	COL 5 UNIT PRICE (IN FIGURES) DOLLARS		COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	
				UNIT PRICE (IN FIGURES)	DOLLARS	EXTENDED AMOUNT (IN FIGURES)	DOLLARS
025	4.16 STUMP STUMP REMOVAL	1.00	UNITS	500	00	500	00
026	4.18 A MAINTENANCE TREE PRUNING (UNDER 12" CAL.)	7.00	EACH	300	00	2,100	00
027	4.20 SEEDING	127.00	S.Y.	6	00	762	00
028	4.21 TREE CONSULTANT	132.00	P/HR	75	00	9,900	00
029	50.11MD80040 8'-0"W X 4'-0"H DOUBLE BARREL FLAT TOP REINFORCED CONCRETE STORM SEWER	260.00	L.F.	2,600	00	6,76,000	00
030	50.11MS040030 4'-0"W X 3'-0"H SINGLE BARREL FLAT TOP REINFORCED CONCRETE STORM SEWER	280.00	L.F.	1,400	00	3,92,000	00
031	50.11MS080030 8'-0"W X 3'-0"H SINGLE BARREL FLAT TOP REINFORCED CONCRETE STORM SEWER	20.00	L.F.	4,000	00	80,000	00
032	50.11MS080040 8'-0"W X 4'-0"H SINGLE BARREL FLAT TOP REINFORCED CONCRETE STORM SEWER	140.00	L.F.	2,500	00	3,50,000	00



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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: SANDR01  
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502019HW0014C

REBID: N/A

# BID SCHEDULE FORM

COL 1 SEQ. NO.	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES, DOLLARS)	COL 6 EXTENDED AMOUNT (IN FIGURES, DOLLARS)
033	50.21M3E024D 24" R.C.P. CLASS III STORM SEWER, ENCASED IN CONCRETE	95.00	L.F.	800	76,000 <sup>00</sup>
034	50.21M3E030D 30" R.C.P. CLASS III STORM SEWER, ENCASED IN CONCRETE	20.00	L.F.	1,600	32,000 <sup>00</sup>
035	50.21M3E036D 36" R.C.P. CLASS III STORM SEWER, ENCASED IN CONCRETE	80.00	L.F.	800	64,000 <sup>00</sup>
036	50.21M3E045W 45"W X 29"H R.C.P. CLASS HE-III STORM SEWER, ENCASED IN CONCRETE	45.00	L.F.	800	36,000 <sup>00</sup>
037	50.31SC10 10" E.S.V.P. SANITARY SEWER, ON CONCRETE CRADLE	140.00	L.F.	600	84,000 <sup>00</sup>
038	51.11C001 CHAMBER NO. 1	1.00	EACH	450,000	450,000 <sup>00</sup>
039	51.11C002 CHAMBER NO. 2	1.00	EACH	400,000	400,000 <sup>00</sup>
040	51.11C003 CHAMBER NO. 3	1.00	EACH	300,000	300,000 <sup>00</sup>

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[REVISION # 1]



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## BID SCHEDULE FORM

COL 1 SEQ. NO.	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS		COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	
041	51.11C004 CHAMBER NO. 4	1.00	EACH	300,000	00	300,000	00
042	51.11C005 CHAMBER NO. 5	1.00	EACH	250,000	00	250,000	00
043	51.21S0A1000V STANDARD MANHOLE TYPE A-1	2.00	EACH	8,000	00	16,000	00
044	51.21S0A3000V STANDARD SHALLOW MANHOLE TYPE A-3	1.00	EACH	10,000	00	10,000	00
045	51.21S0B1000V STANDARD MANHOLE TYPE B-1	3.00	EACH	20,000	00	60,000	00
046	51.21S0C1036R STANDARD MANHOLE TYPE C-1 ON 36" R.C.P. SEWER	2.00	EACH	10,000	00	20,000	00
047	51.23RF REPLACEMENT OF EXISTING MANHOLE FRAME AND COVER	5.00	EACH	1,200	00	6,000	00
048	51.41S001 STANDARD CATCH BASIN, TYPE 1	14.00	EACH	15,000	00	210,000	00





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COL 1 SEQ NO	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEERS ESTIMATE QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
049	52.11D12 12" DUCTILE IRON PIPE BASIN CONNECTION	430.00	L.F.	350	150,500 <sup>00</sup>
050	53.11DR TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS	1,075.00	L.F.	5	5,375 <sup>00</sup>
051	54.31SR SHOTCRETE FOR REPAIR WORK	210.00	C.F.	60	12,600 <sup>00</sup>
052	55.11AB ABANDONING BASINS AND INLETS	7.00	EACH	2,400	16,800 <sup>00</sup>
053	554.40 FILL TYPE RETAINING WALL (0-6 FT)	3,520.00	S.F.	24	84,480 <sup>00</sup>
054	580.01 REMOVAL OF STRUCTURAL CONCRETE	6.00	C.Y.	1,200	7,200 <sup>00</sup>
055	6.02 AAN UNCLASSIFIED EXCAVATION	3,765.00	C.Y.	90	338,850 <sup>00</sup>
056	6.09 CONCRETE HEADER (6" WIDE X 15" DEEP)	500.00	L.F.	90	45,000 <sup>00</sup>

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 (REVISION # 1)



Department of  
Design and  
Construction

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

PROJECT ID: SANDR01  
CONTRACT PIN: 8502019HW0014C  
REBID: N/A

## BID SCHEDULE FORM

COL 1 SEQ. NO.	COL 2 ITEM NUMBER & DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
057	6.22 F ADDITIONAL HARDWARE	2,200.00	LBS.	1	2,640 <sup>00</sup>
058	6.25 RS TEMPORARY SIGNS	440.00	S.F.	11	4,840 <sup>00</sup>
059	6.26 TIMBER CURB	880.00	L.F.	14	12,320 <sup>00</sup>
060	6.28 AA LIGHTED TIMBER BARRICADES	110.00	L.F.	40	4,400 <sup>00</sup>
061	6.40 D ENGINEER'S FIELD OFFICE (TYPE D)	30.00	MONTH	10,000	300,000 <sup>00</sup>
062	6.43 D DIGITAL PHOTOGRAPHS	5,115.00	SETS	15	76,725 <sup>00</sup>
063	6.44 THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	14,300.00	L.F.	1	14,300 <sup>00</sup>
064	6.44 CST COLOR SURFACE TREATMENT FOR PAVEMENTS (CST)	16,632.00	S.F.	7	116,424 <sup>00</sup>

# BID SCHEDULE FORM

COL 1 SEQ NO	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEERS ESTIMATE QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
065	6.49 TEMPORARY PAVEMENT MARKINGS (4" WIDE)	3,300.00	L.F.	1	3,300 <sup>00</sup>
066	6.50 CLEANING OF DRAINAGE STRUCTURES	4.00	EACH	2,400	9,600 <sup>00</sup>
067	6.52 FED UNIFORMED FLAGPERSON PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 224,250.00	1.00	F.S.	224,250	\$224,250 <sup>00</sup>
068	6.53 REMOVE EXISTING LANE MARKINGS (4" WIDE)	3,520.00	L.F.	1	3,520 <sup>00</sup>
069	6.55 SAWCUTTING EXISTING PAVEMENT	450.00	L.F.	5	2,250 <sup>00</sup>
070	6.59 P TEMPORARY CONCRETE BARRIER	2,310.00	L.F.	30	69,300 <sup>00</sup>
071	6.59 PF TEMPORARY CONCRETE BARRIER WITH FENCE	6,600.00	L.F.	20	132,000 <sup>00</sup>
072	6.67 SUBBASE COURSE, SELECT GRANULAR MATERIAL	1,190.00	C.Y.	125	148,750 <sup>00</sup>



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					00		00
073	6.68 PLASTIC FILTER FABRIC	7,290.00	S.Y.	4	00	29,160	00
074	6.75 GRINDING EXISTING ASPHALTIC CONCRETE WEARING COURSE	40.00	C.Y.	500	00	20,000	00
075	6.82 A REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	99.00	S.F.	52	00	5,148	00
076	6.82 B REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	138.00	L.F.	11	00	1,518	00
077	6.83 AA FURNISHING NEW NON-REFLECTORIZED TRAFFIC SIGNS	42.00	S.F.	10	00	420	00
078	6.83 AB FURNISHING NEW TRAFFIC SIGN POSTS	121.00	L.F.	11	00	1,331	00
079	6.83 AR FURNISHING NEW REFLECTORIZED TRAFFIC SIGNS	63.00	S.F.	11	00	693	00
080	6.83 BA INSTALLING TRAFFIC SIGNS	105.00	S.F.	11	00	1,155	00

# BID SCHEDULE FORM

COL 1 SEQ. NO.	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
081	6.83 BB INSTALLING TRAFFIC SIGN POSTS	121.00	L.F.	11	1,331 <sup>00</sup>
082	6.84 B LOLLIPOP TYPE BUS STOP SIGNS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 12,000.00	1.00	F.S.	12,000	\$12,000 <sup>00</sup>
083	6.86 AA FURNISHING NEW STREET NAME SIGNS	16.00	S.F.	21	336 <sup>00</sup>
084	6.86 AB FURNISHING NEW STREET NAME SIGN POSTS	47.00	L.F.	21	987 <sup>00</sup>
085	6.86 BA INSTALLING STREET NAME SIGNS	16.00	S.F.	52	832 <sup>00</sup>
086	6.86 BB INSTALLING STREET NAME SIGN POSTS	47.00	L.F.	52	2,444 <sup>00</sup>
087	6.87 PLASTIC BARRELS	470.00	EACH	50	23,500 <sup>00</sup>
088	6.91 REFLECTIVE CRACKING MEMBRANE (18" WIDE)	5,710.00	L.F.	5	28,550 <sup>00</sup>



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# BID SCHEDULE FORM

COL 1 SEQ NO	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS (GIS)	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS (GIS)
089	6.97 A EXTRA-HIGH-EARLY STRENGTH CONCRETE	510.00	C.Y.	450 <sup>00</sup>	229,500 <sup>00</sup>
090	60.11R520 FURNISHING AND DELIVERING 20-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)	735.00	L.F.	240 <sup>00</sup>	176,400 <sup>00</sup>
091	60.11R524 FURNISHING AND DELIVERING 24-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)	20.00	L.F.	300 <sup>00</sup>	6,000 <sup>00</sup>
092	60.11R606 FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	110.00	L.F.	60 <sup>00</sup>	6,600 <sup>00</sup>
093	60.11R608 FURNISHING AND DELIVERING 8-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	330.00	L.F.	80 <sup>00</sup>	26,400 <sup>00</sup>
094	60.11R612 FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	1,035.00	L.F.	125 <sup>00</sup>	129,375 <sup>00</sup>
095	60.12D06 LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	155.00	L.F.	120 <sup>00</sup>	18,600 <sup>00</sup>
096	60.12D08 LAYING 8-INCH DUCTILE IRON PIPE AND FITTINGS	360.00	L.F.	200 <sup>00</sup>	72,000 <sup>00</sup>

# BID SCHEDULE FORM

COL 1 SEQ. NO.	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
097	60.12D12 LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	1,095.00	L.F.	90	98,550 <sup>00</sup>
098	60.12D20 LAYING 20-INCH DUCTILE IRON PIPE AND FITTINGS	765.00	L.F.	165	126,225 <sup>00</sup>
099	60.12D24 LAYING 24-INCH DUCTILE IRON PIPE AND FITTINGS	25.00	L.F.	500	12,500 <sup>00</sup>
100	60.13M0A24 FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24-INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	8.00	TONS	10,000	80,000 <sup>00</sup>
101	60.21SP3T12 FURNISHING, DELIVERING AND LAYING 12-INCH STRAIGHT STEEL PIPE, 3/8-INCH WALL THICKNESS	58.00	L.F.	140	8,120 <sup>00</sup>
102	60.21SP3T20 FURNISHING, DELIVERING AND LAYING 20-INCH STRAIGHT STEEL PIPE, 3/8-INCH WALL THICKNESS	96.00	L.F.	280	26,880 <sup>00</sup>
103	60.22BR3T12 FURNISHING, DELIVERING AND LAYING 12-INCH STEEL BENDS AND REDUCERS, 3/8-INCH WALL THICKNESS	14.00	L.F.	300	4,200 <sup>00</sup>
104	60.22BR3T20 FURNISHING, DELIVERING AND LAYING 20-INCH STEEL BENDS AND REDUCERS, 3/8-INCH WALL THICKNESS	20.00	L.F.	400	8,000 <sup>00</sup>

**BID SCHEDULE FORM**

COL 1 SEQ NO	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CENTS	DOLLARS	CENTS
105	61.11DMM06 FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	8.00	EACH	1,500	00	12,000	00
106	61.11DMM08 FURNISHING AND DELIVERING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	2.00	EACH	2,200	00	4,400	00
107	61.11DMM12 FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	5.00	EACH	4,400	00	22,000	00
108	61.11DMM20 FURNISHING AND DELIVERING 20-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	2.00	EACH	25,000	00	50,000	00
109	61.12DMM06 SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	8.00	EACH	1	00	8	00
110	61.12DMM08 SETTING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	2.00	EACH	1,300	00	2,600	00
111	61.12DMM12 SETTING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	5.00	EACH	1,500	00	7,500	00





NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
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# BID SCHEDULE FORM

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112	61.12DMM20 SETTING 20-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	2.00	EACH	2,400 <sup>00</sup>	4,800 <sup>00</sup>
113	62.11SD FURNISHING AND DELIVERING HYDRANTS	8.00	EACH	4,000 <sup>00</sup>	32,000 <sup>00</sup>
114	62.12SG SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	8.00	EACH	2,000 <sup>00</sup>	16,000 <sup>00</sup>
115	62.13RH REMOVING HYDRANTS	5.00	EACH	600 <sup>00</sup>	3,000 <sup>00</sup>
116	62.14FS FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	16.00	EACH	600 <sup>00</sup>	9,600 <sup>00</sup>
117	63.11MH FURNISHING, DELIVERING AND INSTALLING 36-INCH CAST IRON MANHOLE HEADS AND COVERS	2.00	TONS	2,700 <sup>00</sup>	5,400 <sup>00</sup>
118	63.11VC FURNISHING AND DELIVERING VARIOUS CASTINGS	6.00	TONS	2,700 <sup>00</sup>	16,200 <sup>00</sup>
119	64.11EL WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2- INCH OR LARGER SCREW TAPS	4.00	EACH	500 <sup>00</sup>	2,000 <sup>00</sup>

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 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502019HW0014C  
 REBID: N/A

# BID SCHEDULE FORM

COL 1 SEQ. NO.	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS CENTS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS CENTS
120	64.11ST WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS	4.00	EACH	400 <sup>00</sup>	1,600 <sup>00</sup>
121	64.12COEG CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	165.00	L.F.	150 <sup>00</sup>	24,750 <sup>00</sup>
122	64.12COLT CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	110.00	L.F.	45 <sup>00</sup>	4,950 <sup>00</sup>
123	64.12ESEG EXTENDING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	165.00	L.F.	170 <sup>00</sup>	28,050 <sup>00</sup>
124	64.12ESLT EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	110.00	L.F.	125 <sup>00</sup>	13,750 <sup>00</sup>
125	65.11BR FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	220.00	LBS.	22 <sup>00</sup>	4,840 <sup>00</sup>
126	65.21PS FURNISHING AND PLACING POLYETHYLENE SLEEVE Unit price bid shall not be less than: \$ 2.00	165.00	L.F.	3 <sup>00</sup>	495 <sup>00</sup>

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COL 1 SEQ NO	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES, DOLLARS)	COL 6 EXTENDED AMOUNT (IN FIGURES, DOLLARS)
127	65.31FF FURNISHING, DELIVERING AND PLACING FILTER FABRIC Unit price bid shall not be less than: \$ 0.10	87,780.00	S.F.	0	43,890 <sup>00</sup>
128	65.51PC FURNISHING AND PLACING CAST-IN-PLACE CONCRETE CLASS 40 AND PRECAST CONCRETE CLASS 50	33.00	C.Y.	2,000	66,000 <sup>00</sup>
129	65.61SS FURNISHING, DELIVERING AND PLACING STRUCTURAL, REINFORCING AND MISCELLANEOUS STEEL	23,100.00	LBS.	2	50,820 <sup>00</sup>
130	65.71SG FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	300.00	C.Y.	90	27,000 <sup>00</sup>
131	7.13 B MAINTENANCE OF SITE Unit price bid shall not be less than: \$ 8,000.00	24.00	MONTH	8,000	192,000 <sup>00</sup>
132	7.16 D TEST PITS	260.00	C.Y.	500	130,000 <sup>00</sup>
133	7.36 PEDESTRIAN STEEL BARRICADES	176.00	L.F.	25	4,400 <sup>00</sup>



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134	7.88 AA RODENT INFESTATION SURVEY AND MONITORING Unit price bid shall not be less than: \$ 1,000.00	1.00	L.S.	10,000	00	10,000	00
135	7.88 AB RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 60.00	408.00	EACH	60	00	24,480	00
136	7.88 AC BAITING OF RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 12.00	408.00	EACH	12	00	4,896	00
137	7.88 AD WATERBUG BAIT APPLICATIONS Unit price bid shall not be less than: \$ 75.00	96.00	BLOCK	75	00	7,200	00
138	70.12AN CONTINUOUS FLIGHT AUGER (CFA) PILES	27,267.00	V.F.	80	00	2,181,360	00
139	70.12AT CONTINUOUS FLIGHT AUGER (CFA) PILES, LOAD TEST	2.00	EACH	100,000	00	200,000	00

# BID SCHEDULE FORM

COL 1 SEQ. NO.	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (UNIT FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (UNIT FIGURES) DOLLARS
140	70.21DK DECKING Unit price bid shall not be less than: \$ 100.00	180.00	S.Y.	400	72,000 <sup>00</sup>
141	70.31FN FENCING Unit price bid shall not be less than: \$ 2.00	2,763.00	L.F.	12	33,156 <sup>00</sup>
142	70.51EO EXCAVATION OF BOULDERS IN OPEN CUT Unit price bid shall not be less than: \$ 75.00	25.00	C.Y.	200	5,000 <sup>00</sup>
143	70.61RE ROCK EXCAVATION	25.00	C.Y.	10	250 <sup>00</sup>
144	70.71SB STONE BALLAST Unit price bid shall not be less than: \$ 15.00	274.00	C.Y.	80	21,920 <sup>00</sup>
145	70.81CB CLEAN BACKFILL Unit price bid shall not be less than: \$ 15.00	105.00	C.Y.	40	4,200 <sup>00</sup>



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146	70.91SW12 FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS	2,200.00	S.F.	3 <sup>00</sup>	6,600 <sup>00</sup>
147	70.91SW20 FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 20-INCH IN DIAMETER	12,210.00	S.F.	2 <sup>00</sup>	24,420 <sup>00</sup>
148	72.11HF HYDRAULIC FILL FOR ABANDONED SEWERS AND WATER MAINS	75.00	C.Y.	300 <sup>00</sup>	22,500 <sup>00</sup>
149	73.11AB ADDITIONAL BRICK MASONRY Unit price bid shall not be less than: \$ 62.50	15.00	C.Y.	300 <sup>00</sup>	4,500 <sup>00</sup>
150	73.21AC ADDITIONAL CONCRETE Unit price bid shall not be less than: \$ 62.50	25.00	C.Y.	300 <sup>00</sup>	7,500 <sup>00</sup>
151	73.31AE0 ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS) Unit price bid shall not be less than: \$ 20.00	115.00	C.Y.	200 <sup>00</sup>	23,000 <sup>00</sup>



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152	73.41AG ADDITIONAL SELECT GRANULAR BACKFILL Unit price bid shall not be less than: \$ 15.00	55.00	C.Y.	80	4,400	00
153	73.51AS ADDITIONAL STEEL REINFORCING BARS Unit price bid shall not be less than: \$ 1.00	50.00	LBS.	2	110	00
154	73.61AT ADDITIONAL STONE BALLAST Unit price bid shall not be less than: \$ 15.00	15.00	C.Y.	150	2,250	00
155	8.01 C1 HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL	46,500.00	TONS	24	1,116,000	00
156	8.01 C2 SAMPLING AND TESTING OF CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PURPOSES	90.00	SETS	1,700	153,000	00
157	8.01 H HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL	6,000.00	TONS	150	900,000	00
158	8.01 S HEALTH AND SAFETY	1.00	L.S.	50,000	50,000	00



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159	8.01 W1 REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER	180.00	DAY	400	00	72,000	00
160	8.01 W2 SAMPLING AND TESTING OF CONTAMINATED WATER	180.00	SETS	700	00	126,000	00
161	8.02 A SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	324.00	S.F.	15	00	4,860	00
162	8.02 B SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	242.00	L.F.	25	00	6,050	00
163	8.08 VMS VARIABLE MESSAGE SIGN	2.00	EACH	2,000	00	4,000	00
164	9.04 HW ALLOWANCE FOR ANTI-FREEZE ADDITIVE IN CONCRETE PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 20,000.00	1.00	F.S.	20,000	00	\$20,000	00
165	9.99 FLASHING ARROW BOARD	2.00	EACH	2,000	00	4,000	00



# BID SCHEDULE FORM

COL 1 SEQNO	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	CIS
166	91698.93 INCENTIVE PAYMENTS AND DISINCENTIVE ASSESSMENTS FOR B PORTION WORK PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 900,000.00	1.00	F.S.	900,000	\$900,000	00
167	BMP-7.09 LICENSED SURVEYOR	15.00	DAY	2,500	37,500	00
168	BMP-7.103 CONCRETE	4.00	C.Y.	3,000	12,000	00
169	BMP-7.103-A CONCRETE (NONSTRUCTURAL)	305.00	C.Y.	350	106,750	00
170	BMP-7.107-B RIP-RAP AND ANGULAR NATURAL FIELD STONE	242.00	C.Y.	250	60,500	00
171	BMP-7.109 GEOTEXTILE FABRIC	10,010.00	S.F.	2	20,020	00
172	BMP-7.113-12 12" DUCTILE IRON PIPE	136.00	L.F.	150	20,400	00
173	BMP-7.117 GRAFFITI RESISTANT COATING	83.00	S.F.	15	1,245	00



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

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# BID SCHEDULE FORM

COL 1 SEQ. NO.	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (FIGURES) DOLLARS		COL 6 EXTENDED AMOUNT (FIGURES) DOLLARS	
174	BMP-7.129-1 STRUCTURE NO. 1	1.00	EACH	200,000 <sup>00</sup>	00	200,000 <sup>00</sup>	00
175	BMP-7.129-2 STRUCTURE NO. 2	1.00	EACH	300,000 <sup>00</sup>	00	300,000 <sup>00</sup>	00
176	BMP-7.129-3 STRUCTURE NO. 3	1.00	EACH	700,000 <sup>00</sup>	00	700,000 <sup>00</sup>	00
177	BMP-7.129-4 STRUCTURE NO. 4	1.00	EACH	900,000 <sup>00</sup>	00	900,000 <sup>00</sup>	00
178	BMP-7.133 CHECK VALVE	3.00	EACH	300	00	900	00
179	BMP-7.204 PA COLONIAL STONE	4.00	C.Y.	5,500 <sup>00</sup>	00	22,000 <sup>00</sup>	00
180	BMP-7.301 DEBRIS REMOVAL AND DISPOSAL	143.00	C.Y.	200	00	28,600 <sup>00</sup>	00
181	BMP-7.302 CLEARING, GRUBBING AND REMOVALS	310,200.00	S.F.	0	30	93,060 <sup>00</sup>	00



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# BID SCHEDULE FORM

COL 1 SEQ NO	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEERS ESTIMATE QTY QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (UNITS) DOLLARS		COL 6 EXTENDED AMOUNT (FIGURES) DOLLARS	
182	BMP-7.304-A EXCAVATION	57,970.00	C.Y.	75	00	4,347,750	00
183	BMP-7.305 CRUSHED STONES	279.00	C.Y.	60	00	16,740	00
184	BMP-7.306-A TREE REMOVAL 6" TO 12" CALIPER	148.00	EACH	400	00	59,200	00
185	BMP-7.306-B TREE REMOVAL ABOVE 12" TO 18" CALIPER	18.00	EACH	700	00	12,600	00
186	BMP-7.306-C TREE REMOVAL ABOVE 18" TO 24" CALIPER	9.00	EACH	1,200	00	10,800	00
187	BMP-7.306-D TREE REMOVAL ABOVE 24" CALIPER	2.00	EACH	4,000	00	8,000	00
188	BMP-7.307-A GRADING	315,904.00	S.F.	0	10	31,590	40
189	BMP-7.308 FILL	3,727.00	C.Y.	25	00	93,175	00



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## BID SCHEDULE FORM

COL 1 SEC. NO.	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	COL 7 CIS
190	BMP-7.401-A CANOPY TREES (2 1/2" TO 3" CALIPER)	12.00	EACH	1,400 <sup>00</sup>	16,800 <sup>00</sup>	00
191	BMP-7.401-C CANOPY TREES - WHIPS 5' TO 6'	186.00	EACH	330 <sup>00</sup>	61,380 <sup>00</sup>	00
192	BMP-7.401-H SHRUBS	607.00	EACH	200 <sup>00</sup>	121,400 <sup>00</sup>	00
193	BMP-7.401-I SEEDING	215,589.00	S.F.	0 <sup>60</sup>	129,353 <sup>40</sup>	60
194	BMP-7.401-J HERBACEOUS PLANTS (PLUGS)	23,000.00	EACH	6 <sup>00</sup>	138,000 <sup>00</sup>	00
195	BMP-7.403 TOPSOIL	2,196.00	C.Y.	100 <sup>00</sup>	219,600 <sup>00</sup>	00
196	BMP-7.404-A RESTORATION SPECIALIST	132.00	HRS	90 <sup>00</sup>	11,880 <sup>00</sup>	00
197	BMP-7.404-B EROSION AND SEDIMENT CONTROL LICENSED/CERTIFIED PROFESSIONAL	20.00	DAY	600 <sup>00</sup>	12,000 <sup>00</sup>	00

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COL 1 SEQ NO	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)
				DOLLARS	CENTS	
198	BMP-7.405-A VECTOR AND PEST CONTROL	88.00	HRS	80	00	7,040 00
199	BMP-7.407 JUTE MESH	192,500.00	S.F.	0	20	38,500 00
200	BMP-7.408-B HERBICIDE APPLICATION	20.00	CREW DAY	2,200	00	44,000 00
201	BMP-7.413 TEMPORARY GOOSE EXCLUSION FENCE	6,776.00	L.F.	20	00	135,520 00
202	BMP-7.415 INVASIVE VINE AND PLANT REMOVAL	20.00	CREW DAY	3,200	00	64,000 00
203	BMP-7.418 CLEAN SAND FOR RESTORED AREA	66.00	C.Y.	150	00	9,900 00
204	BMP-7.419 TREE AND ROOT PRUNING	5.00	CREW DAY	2,000	00	10,000 00
205	BMP-7.502 CONSTRUCTION LIMIT FENCE	2,882.00	L.F.	27	00	77,814 00



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COL 1 SEQ. NO.	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CENTS	DOLLARS	CENTS
206	BMP-7.504 REINFORCED SILT FENCE	374.00	L.F.	35	00	13,090	00
207	BMP-7.505 SAND BAG	6,780.00	EACH	9	00	61,020	00
208	BMP-7.506-A SEDIMENT TRAP WITH FILTER	1.00	EACH	20,000	00	20,000	00
209	BMP-7.510 PORTABLE SEDIMENT TANK	1.00	EACH	30,000	00	30,000	00
210	BMP-7.512 DIRTBAG	10.00	EACH	700	00	7,000	00
211	BMP-7.517 SLOPE STABILIZATION MAT	3,927.00	S.Y.	15	00	58,905	00
212	BMP-7.601-G GALVANIZED STEEL "W" BEAM GUIDE RAIL	52.00	L.F.	150	00	7,800	00
213	BMP-7.602-B BOULDER RELOCATION	74.00	EACH	150	00	11,100	00

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COL 1 SEQ NO	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES, DOLLARS)	COL 6 EXTENDED AMOUNT (IN FIGURES, DOLLARS)
214	BMP-7.603-B STEEL PIPE BOLLARD - REMOVABLE	10.00	EACH	2,500 <sup>00</sup>	25,000 <sup>00</sup>
215	BMP-7.604-4 4-FOOT BLACK CHAIN LINK FENCE	701.00	L.F.	55 <sup>00</sup>	38,555 <sup>00</sup>
216	BMP-7.605-A PERMANENT SIGNS ON STEEL RAIL POSTS	10.00	EACH	300 <sup>00</sup>	3,000 <sup>00</sup>
217	BMP-7.605-B 0.020" TEMPORARY SIGNS	24.00	EACH	110 <sup>00</sup>	2,640 <sup>00</sup>
218	BMP-7.605-E 0.080" PERMANENT SIGNS (ADOPT A BLUEBELT)	3.00	EACH	200 <sup>00</sup>	600 <sup>00</sup>
219	BMP-7.606-B PERMANENT MAINTENANCE ACCESSWAY (PAVERS)	1,584.00	S.F.	27 <sup>00</sup>	42,768 <sup>00</sup>
220	BMP-7.606-C PERMANENT MAINTENANCE ACCESSWAY (GRAVEL)	286.00	S.F.	55 <sup>00</sup>	15,730 <sup>00</sup>
221	BMP-7.606-D PERMEABLE PAVERS WITH CONCRETE EDGE RESTRAINTS	1,815.00	S.F.	27 <sup>00</sup>	49,005 <sup>00</sup>



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222	BMP-7.612-A GALVANIZED STEEL GRAPHIC	1.00	EACH	1,200	1,200	00
223	BMP-7.622 FOREBAY MICROPOOL SEDIMENT CLEAN-OUT INDICATOR	5.00	EACH	500	2,500	00
224	BMP-7.626 STEEL ROD BENCH ON CONCRETE PAD	11.00	EACH	3,000	33,000	00
225	BMP-7.627 INTERPRETIVE SIGN	3.00	EACH	2,600	7,800	00
226	BMP-7.705 EROSION CONTROL MAT	24,552.00	S.F.	1	24,552	00
227	BMP-7.710 RENO MATTRESS	521.00	S.Y.	30	15,630	00
228	SL-20.02.02 FURNISH AND INSTALL STANDARD TYPE ANCHOR BOLT FOUNDATION, AS PER DRAWING E-3788	1.00	EACH	1,100	1,100	00
229	SL-21.03.03 FURNISH AND INSTALL TYPE 2T, 6T, 8T OR 12T LAMPPOST WITH TRANSFORMER BASE	1.00	EACH	4,500	4,500	00





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230	SL-22.16.05 FURNISH AND INSTALL ROADWAY TYPE LED FIXTURE AS PER SPECIFICATION 466 WITH PEC RECEPTACLE AND PEC	19.00	EACH	600	11,400	00
231	SL-24.01.04 REMOVE BRACKET, LUMINAIRE AND CONTROL, IF ANY, FROM WOOD POLE	9.00	EACH	900	8,100	00
232	SL-24.01.05 FURNISH AND INSTALL FABRICATED STEEL 8 FT. BRACKET WITH HARDWARE ON WOOD POLE, AS PER DRAWING J-3585.	17.00	EACH	1,200	20,400	00
233	SL-26.01.04 FURNISH AND INSTALL LONG LIFE PHOTO ELECTRIC CONTROL WITH SURGE PROTECTION FOR LED LIGHT	15.00	EACH	150	2,250	00
234	T-1.18 REMOVE TYPE "A", "B", "S" OR "T" SERIES FOUNDATION	1.00	EACH	2,200	2,200	00
235	T-1.20 REMOVE TYPE "M" SERIES FOUNDATION	1.00	EACH	2,200	2,200	00
236	T-1.3 INSTALL TYPE "M2-5S" FOUNDATION	2.00	EACH	4,000	8,000	00
237	T-2.16 FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH SIGNALS	2.00	EACH	2,600	5,200	00

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				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
238	T-2.24 REMOVE TYPE "M" SERIES POST	1.00	EACH	1,200	1,200	00	00
239	T-2.28 REMOVE MAST ARM FROM ANY POST	1.00	EACH	900	900	00	00
240	T-2.4 INSTALL TYPE "M-2" POST	2.00	EACH	1,600	3,200	00	00
241	T-20160 FURNISH 20 FOOT SIGNAL MAST ARM POLE ASSEMBLY TYPE "M-2"	2.00	EACH	6,500	13,000	00	00
242	T-20220 c) FURNISH 1-1/4" ANCHOR BOLT ASSEMBLIES FOR M-2 (EACH) (4 REQUIRED PER POST)	8.00	EACH	160	1,280	00	00
243	T-3.1 INSTALL "ONE-WAY" SIGNAL UNIT ON MAST ARM OR TOP OF TRAFFIC POST	8.00	EACH	600	4,800	00	00
244	T-3.18 REMOVE SIGNAL HEAD FROM ANY TYPE POST	4.00	EACH	550	2,200	00	00
245	T-3.2 INSTALL "ONE-WAY" SIGNAL UNIT ON THE SHAFT OF ANY POST	2.00	EACH	600	1,200	00	00



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246	T-3-21 REMOVE PEDESTRIAN SIGNAL OR SIGN UNIT OR OTHER ILLUMINATED SIGNS FROM ANY POST	8.00	EACH	550	4,400	00
247	T-3-3 INSTALL "ONE-WAY" SIGNAL ON WOOD POLE, CONTRACTOR SUPPLYING BRACKETS	1.00	EACH	800	800	00
248	T-3-6 INSTALL PEDESTRIAN SIGNAL ON ANY TYPE POST	8.00	EACH	600	4,800	00
249	T-30013L FURNISH ADJUSTABLE 3 SECTION 1-WAY, DIE CAST ALUMINUM TRAFFIC SIGNALS 8" - W/LED LENS	4.00	EACH	600	2,400	00
250	T-31200 e) "VB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	2.00	EACH	350	700	00
251	T-31235 d) "4MS"	2.00	EACH	450	900	00
252	T-31351 g) "VB-2P" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	4.00	EACH	350	1,400	00
253	T-31500AL FURNISH 12" LENS & SIGNAL SECTION (LED AMBER ARROWS)	2.00	EACH	350	700	00

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COL. 1 SEQ. NO.	COL. 2 ITEM NUMBER AND DESCRIPTION	COL. 3 ENGINEERS ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS		COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	
254	T-31500GL FURNISH 12" LENS & SIGNAL SECTION (LED GREEN ARROWS)	2.00	EACH	350	00	700	00
255	T-31500L FURNISH ADJUSTABLE 3 SECTION 1-WAY, DIE CAST ALUMINUM TRAFFIC SIGNALS 12" - W/LED LENS	7.00	EACH	850	00	5,950	00
256	T-33001-L FURNISH POLYCARBONATE PEDESTRIAN SIGNAL (16 X 16) W/LED COUNT LENS (SPECIFICATION A-L)	8.00	EACH	700	00	5,600	00
257	T-4.22 INSTALL ANY TYPE OF ADVANCED SOLID STATE TRAFFIC SIGNAL CONTROLLER AND CABINET ON METAL POLE	1.00	EACH	1,500	00	1,500	00
258	T-4.8 REMOVE ONE CONTROL BOX AND CONTROLLER FROM ANY POST OR SUPPORT	1.00	EACH	1,200	00	1,200	00
259	T-5.15 FURNISH AND INSTALL 1" RIGID CONDUIT ON POLES	10.00	L.F.	60	00	600	00
260	T-5.17 FURNISH AND INSTALL 2" RIGID CONDUIT ON A POST	10.00	L.F.	65	00	650	00
261	T-5.32 RESTORING PERMANENT ROADWAY (INCLUDING SAWCUT)	170.00	L.F.	13	00	2,210	00

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262	T-5.36 REMOVE CONDUIT FROM POST	20.00	L.F.	25 <sup>00</sup>	500 <sup>00</sup>
263	T-5.50 FURNISH AND INSTALL 2" HDPE UNDERGROUND CONDUIT IN PAVED ROADWAY	170.00	L.F.	200 <sup>00</sup>	34,000 <sup>00</sup>
264	T-5.52 FURNISH AND INSTALL 2" HDPE UNDERGROUND CONDUIT IN UNPAVED AREA	30.00	L.F.	90 <sup>00</sup>	2,700 <sup>00</sup>
265	T-6.1 INSTALL CABLE (INCLUDES OVERHEAD)	300.00	L.F.	9 <sup>00</sup>	2,700 <sup>00</sup>
266	T-6.10 REMOVE CABLE (INCLUDES OVERHEAD)	500.00	L.F.	5 <sup>00</sup>	2,500 <sup>00</sup>
267	T-6.2 INSTALL MULTIPLE CABLE (INCLUDES OVERHEAD)	500.00	L.F.	9 <sup>00</sup>	4,500 <sup>00</sup>
268	T-60000B FURNISH 2 c # 10B (BREAKDOWN = 2#10 WITH 3RD WIRE FOR GROUNDING).	500.00	L.F.	4 <sup>00</sup>	2,000 <sup>00</sup>
269	T-60040 c) 7 CONDUCTOR, 14 A.W.G.	300.00	L.F.	3 <sup>00</sup>	900 <sup>00</sup>



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270	T-60190 e) 13 CONDUCTOR, 14 A.W.G.	600.00	L.F.	5 <sup>00</sup>	3,000 <sup>00</sup>	00
271	T-7.18 FURNISH ONE JUNCTION BOX (10" X 8" X 4")	1.00	EACH	1,000 <sup>00</sup>	1,000 <sup>00</sup>	00
272	T-7.20 INSTALL ONE JUNCTION BOX ON ANY POLE	1.00	EACH	800 <sup>00</sup>	800 <sup>00</sup>	00
273	T-7.47 REMOVE JUNCTION BOX	1.00	EACH	700 <sup>00</sup>	700 <sup>00</sup>	00
274	T-8.8 INSTALL CONCRETE PYLON	2.00	EACH	1,000 <sup>00</sup>	2,000 <sup>00</sup>	00
275	T-8.9 REMOVE CONCRETE PYLON	2.00	EACH	850 <sup>00</sup>	1,700 <sup>00</sup>	00
276	T-81000 FURNISH CONCRETE PYLON	2.00	EACH	850 <sup>00</sup>	1,700 <sup>00</sup>	00
277	UTL-6.01.1 GAS MAIN CROSSING SEWER UP TO 24" IN DIAMETER (\$6.01) Unit price bid shall not be less than: \$ 1,040.00	1.00	EACH	2,000 <sup>00</sup>	2,000 <sup>00</sup>	00

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278	UTL-6.01.10 GAS MAIN CROSSING WATER MAIN 24" THRU 30" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 550.00	1.00	EACH	1,200 <sup>00</sup>	1,200 <sup>00</sup>
279	UTL-6.01.77 GAS MAIN CROSSING 8'-0"W X 4'-0"H FLAT TOP REINFORCED CONCRETE STORM SEWER (S6.01) Unit price bid shall not be less than: \$ 2,740.00	1.00	EACH	3,300 <sup>00</sup>	3,300 <sup>00</sup>
280	UTL-6.01.8 GAS SERVICES CROSSING TRENCHES AND/OR EXCAVATIONS (S6.01) Unit price bid shall not be less than: \$ 465.00	3.00	EACH	600 <sup>00</sup>	1,800 <sup>00</sup>
281	UTL-6.01.9 GAS MAIN CROSSING WATER MAIN UP TO 20" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 485.00	3.00	EACH	1,100 <sup>00</sup>	3,300 <sup>00</sup>
282	UTL-6.03 REMOVAL OF ABANDONED GAS FACILITIES. ALL SIZES. (S6.03) Unit price bid shall not be less than: \$ 15.00	800.00	L.F.	18 <sup>00</sup>	14,400 <sup>00</sup>
283	UTL-6.03.1 REMOVAL OF ABANDONED GAS FACILITIES WITH POSSIBLE COAL TAR WRAP. ALL SIZES. (FOR NATIONAL GRID WORK ONLY) (S6.03) Unit price bid shall not be less than: \$ 25.00	200.00	L.F.	35 <sup>00</sup>	7,000 <sup>00</sup>



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284	UTL-6.04 ADJUST HARDWARE TO GRADE USING SPACER RINGS/ADAPTORS. (STREET REPAVING.) (\$6.04) Unit price bid shall not be less than: \$ 35.00	2.00	EACH	60	120
285	UTL-6.05 ADJUST HARDWARE TO GRADE BY RESETTING. (ROAD RECONSTRUCTION.) (\$6.05) Unit price bid shall not be less than: \$ 65.00	2.00	EACH	300	600
286	UTL-6.06 SPECIAL CARE EXCAVATION AND BACKFILLING (\$6.06) Unit price bid shall not be less than: \$ 180.00	200.00	C.Y.	200	40,000
287	UTL-6.07 TEST PITS FOR GAS FACILITIES (\$6.07) Unit price bid shall not be less than: \$ 100.00	20.00	C.Y.	400	8,000
288	UTL-GCS-2WS GAS INTERFERENCES AND ACCOMMODATIONS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 30,000.00	1.00	F.S.	30,000	\$30,000



# BID SCHEDULE FORM

COL 1 SEQ. NO.	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS CENTS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS CENTS
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**SUB-TOTAL: \$ 24,682,828.00**

289	6.39 B MOBILIZATION BID PRICE OF MOBILIZATION SHALL NOT EXCEED 8% OF THE ABOVE SUB-TOTAL PRICE.	1.00	L.S.	1,874,171.20	1,874,171.20
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**TOTAL BID PRICE: \$ 26,587,000.00**

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

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

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

**PROJECT ID: SANDR01**

**HYLAN BOULEVARD STREETScape IMPROVEMENTS  
FROM SEAVER AVENUE TO STOBE AVENUE**

**INCLUDING SIDEWALK, SEWER, WATER MAIN, BMP,  
STREET LIGHTING, AND TRAFFIC WORK**

**TOGETHER WITH ALL WORK INCIDENTAL THERETO**

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

Name of Bidder: J. D'Annunzio & Sons, Inc.

Date of Bid Opening: July 23, 2019

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

Place of Business of Bidder: 3730 Park Avenue, South Plainfield, NJ 07080

Bidder's Telephone Number: 732-574-1300 Fax Number: 732-574-1244

Bidder's E-Mail Address: mdannunzio@dannunziocoip.com

Residence of Bidder (If Individual): \_\_\_\_\_

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

Names of Partners

Residence of Partners

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Organized under the laws of the State of New York

Name and Home Address of President: Michael A. D'Annunzio  
1 James Court, Scotch Plains, NJ 07076

Name and Home Address of Secretary: Stephen McMaster  
14 Maplewood Ave, Cranbury, NJ 08512

Name and Home Address of Treasurer: Stephen McMaster  
14 Maplewood Ave, Cranbury, NJ 08512

**BID FORM**

J. D'Annunzio & Sons, Inc.

The above-named Bidder affirms and declares:

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

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

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

6. Compliance Report

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

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

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

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

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

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

**Section V: Vendor Certification and Required Affirmations:**

I hereby:

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

**BID FORM**

**PROJECT ID. SANDR01**

**TOTAL BID SCHEDULE PRICE:**

In the space provided to the right, the Bidder shall indicate its Total Bid Schedule Price in figures. Such Total Bid Schedule Price is to be transferred from the final page of the Bid Schedule.

**"A" Portion**

\$ 26,587,000.00

**CONSECUTIVE CALENDAR DAYS:**

In the space provided below, the Bidder shall indicate the number of consecutive calendar days (CCD) it proposes to establish for the time required to complete all work.

**"B" Portion**

The "B" Portion of the bid is the calculated in the space provided to the right as "N" (Total number of CCD's) multiplied by the Daily Cost of \$15,000.

"N" = 546  
(Not to exceed 730 CCD)

"N" x \$15,000 =

\$ 8,190,000.00

**TOTAL BID PROPOSAL:**

("A" Portion + "B" Portion)

**"A" + "B"**

\$ 34,777,000.00

BB 7/30/19

**BIDDER'S SIGNATURE AND AFFIDAVIT**

Bidder: J. D'Annunzio & Sons, Inc.

By: [Signature] Michael A. D'Annunzio, President  
(Signature of Partner or corporate officer)

[Signature] Stephen McMaster

Attest:  
(Corporate Seal)

Secretary of Corporate Bidder

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

**BID FORM (TO BE NOTARIZED)**

**AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL**

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_ ss: \_\_\_\_\_ being duly sworn says:

I am the person described in and who executed the foregoing bid, and the several matters therein stated are in all respects true.

\_\_\_\_\_  
(Signature of the person who signed the Bid)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

**AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP**

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_ ss: \_\_\_\_\_ being duly sworn says:

I am a member of \_\_\_\_\_ the firm described in and which executed the foregoing bid. I subscribed the name of the firm thereto on behalf of the firm, and the several matters therein stated are in all respects true.

\_\_\_\_\_  
(Signature of Partner who signed the Bid)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

**AFFIDAVIT WHERE BIDDER IS A CORPORATION**

STATE OF <sup>New Jersey</sup> ~~NEW YORK~~, COUNTY OF Middlesex ss: \_\_\_\_\_ being duly sworn says:

I am the President of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at 1 James Court, Scotch Plains NJ 07076.  
I have knowledge of the several matters therein stated, and they are in all respects true.

[Signature]  
(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this 23 day of July, 2019

[Signature]  
Notary Public

SIU W LAU  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES APRIL 18, 2021

**AFFIRMATION**

**PROJECT ID. SANDR01**

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

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

Full Name of Bidder: J. D'Annunzio & Sons, Inc.  
Address: 3730 Park Avenue  
City: South Plainfield State: NJ Zip Code: 07080

**CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:**

A - Individual or Sole Proprietorship\*  
SOCIAL SECURITY NUMBER

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

C - Corporation  
EMPLOYER IDENTIFICATION NUMBER  
22-2403072

By: [Signature]  
Signature

Title: Michael A. D'Annunzio, President

If a corporation, place seal here

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

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

**BID BOND 1  
FORM OF BID BOND**

KNOW ALL MEN BY THESE PRESENTS. That we, J. D'Annunzio & Sons, Inc.

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

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

Ten Percent of Bid Amount

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

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

Project ID: SANDR01, Hylan Boulevard Streetscape Improvements from Seaver Avenue to Stobe Avenue

Staten Island, NY

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

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



BID BOND 2

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the 23rd day of July, 2019.

(Seal)

J. D'Annunzio & Sons, Inc.

(L.S.)

Principal

By:

*Michael A. D'Annunzio*  
Michael A. D'Annunzio, President

(Seal)

Liberty Mutual Insurance Company

Surety

By:

*Lisa Nosal*  
Lisa Nosal, Atty-in-fact

BID BOND 3

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New Jersey County of Middlesex ss:  
On this 23rd day of July, 2019, before me personally came Michael A. D'Annunzio to me known, who, being by me duly sworn, did depose and say that he resides at James Court, Scotch Plains, NJ 07076 that he is the President of J. D'Annunzio & Sons Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

SIU W LAU  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES APRIL 18, 2021

  
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

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

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

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

\_\_\_\_\_  
Notary Public

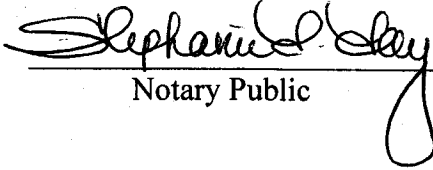
AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES

ACKNOWLEDGEMENT OF SURETY

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

On 07/23/2019, before me personally came Lisa Nosal to me known, who, being by me duly sworn, did depose and say that she is an attorney-in-fact of Liberty Mutual Insurance Company the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, and that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My Commission expires:

  
Notary Public

STEPHANIE F FOY  
Notary Public, State of New Jersey  
My Commission Expires  
October 27, 2023



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

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

Certificate No: 8200339-973841

POWER OF ATTORNEY

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

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

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



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

By: David M. Carey, Assistant Secretary

Not valid for mortgage, no an, letter of credit, currency rate, interest rate, residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

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

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



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

By: Teresa Pastella, Notary Public

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

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of July, 2019.



By: Renee C. Llewellyn, Assistant Secretary

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



LIBERTY MUTUAL INSURANCE COMPANY  
 FINANCIAL STATEMENT — DECEMBER 31, 2018

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



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

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

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

*T. Mikolajewski*

Assistant Secretary

## M/WBE PROGRAM

### M/WBE UTILIZATION PLAN

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

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

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

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

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

**NOTICE TO ALL PROSPECTIVE CONTRACTORS**

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

**ARTICLE I. M/WBE PROGRAM**

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

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

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

**PART A**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PART B: MISCELLANEOUS**

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

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

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

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

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

## **ARTICLE II. ENFORCEMENT**

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

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

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

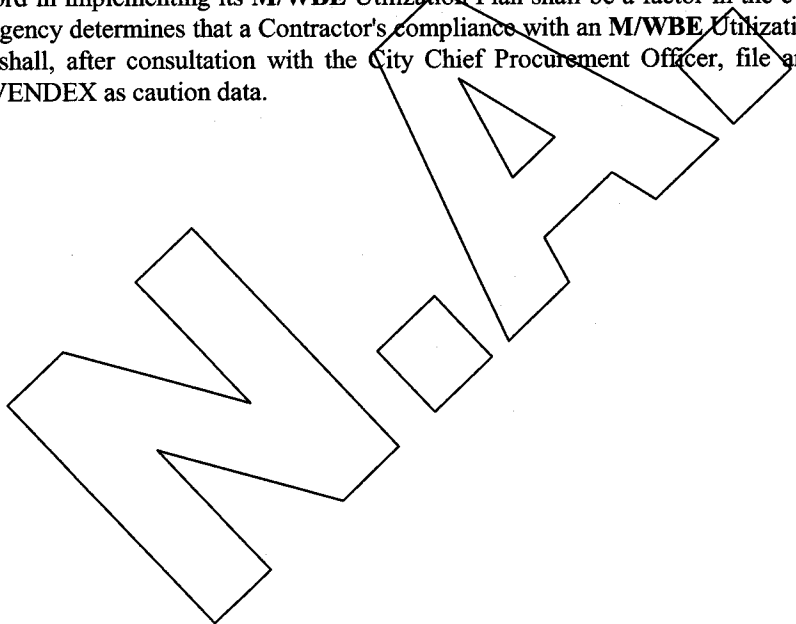
- (a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
- (b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
- (c) making a finding that the Contractor is in default of the Contract;
- (d) terminating the Contract;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

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

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

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

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



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

**Part I to be completed by contracting agency**

**Contract Overview**

APT E- Pin # 85019B0021 FMS Project ID#: SANDR01  
 Project Title/ Agency PIN # HYLAN BOULEVARD STREETScape IMPROVEMENTS / 8502019HW0014C  
 Bid/Proposal Response Date July, 23, 2019  
 Contracting Agency Department of Design and Construction  
 Agency Address 30-30 Thomson Ave. City Long Island City State NY Zip Code 11101  
 Contact Person Janelle Husain Title MWBE Outreach & Compliance Analyst  
 Telephone # (718) 391-1322 Email husainja@ddc.nyc.gov

**Project Description** (attach additional pages if necessary)

**HYLAN BOULEVARD STREETScape IMPROVEMENTS  
FROM SEAVER AVENUE TO STOBE AVENUE  
INCLUDING SIDEWALK, SEWER, WATER MAIN, BMP,  
STREET LIGHTING, AND TRAFFIC WORK  
TOGETHER WITH ALL WORK INCIDENTAL THERETO  
BOROUGH OF STATEN ISLAND  
CITY OF NEW YORK**

**M/WBE Participation Goals for Services**

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

Prime Contract Industry: Construction

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

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

**SCHEDULE B - Part II: M/WBE Participation Plan**

Part II to be completed by the bidder/proposer.

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

**Section I: Prime Contractor Contact Information**

Tax ID # _____	FMS Vendor ID # _____
Business Name _____	Contact Person _____
Address _____	
Telephone # _____	Email _____

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

<b>PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS</b>			
<input type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals.  Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture.  Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	Total Bid/Proposal Value	Agency Total Participation Goals (Line 1, Page 13)	Calculated M/WBE Participation Amount
	\$	X	= \$ Line 2
<b>PRIME CONTRACTOR OBTAINED PARTIAL WAIVER APPROVAL: ADOPTING MODIFIED M/WBE PARTICIPATION GOALS</b>			
<input type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Modified M/WBE Participation Goals.  Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture.  Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	Total Bid/Proposal Value	Adjusted Participation Goal (From Partial Waiver)	Calculated M/WBE Participation Amount
	\$	X	= \$ Line 3

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

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

MBE       WBE

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

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

**Section IV: General Contract Information**

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

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

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

✓ Scopes of Subcontract Work



Tax ID #: \_\_\_\_\_

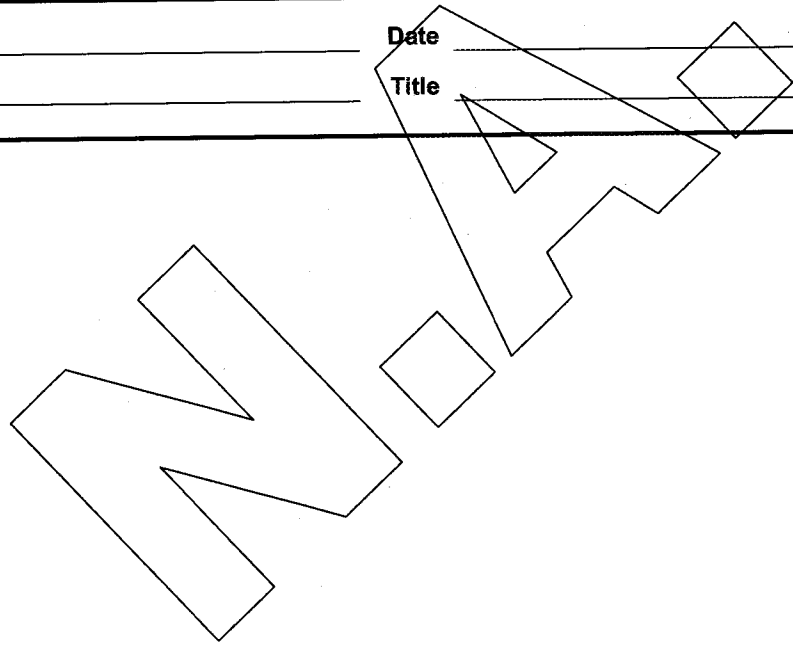
APT E-  
PIN #: \_\_\_\_\_

**Section V: Vendor Certification and Required Affirmations**

I hereby:

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

Signature _____	Date _____
Print Name _____	Title _____



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

**Contract Overview**

Tax ID # \_\_\_\_\_ FMS Vendor ID # \_\_\_\_\_  
 Business Name \_\_\_\_\_  
 Contact Name \_\_\_\_\_ Telephone # \_\_\_\_\_ Email \_\_\_\_\_  
 Type of Procurement  Competitive Sealed Bids  Other Bid/Response Due Date \_\_\_\_\_  
 APT E-PIN # (for this procurement): \_\_\_\_\_ Contracting Agency: \_\_\_\_\_

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

\_\_\_\_\_ %  
 Agency M/WBE Participation Goal

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

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

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

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

**References**

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

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

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

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

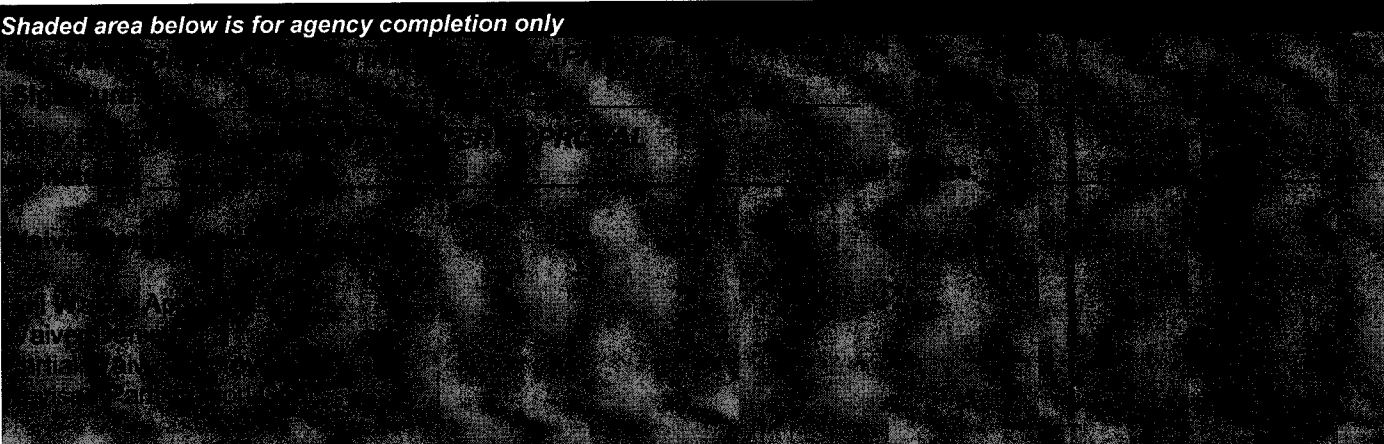
TYPE OF Contract \_\_\_\_\_ ENTITY \_\_\_\_\_ DATE COMPLETED \_\_\_\_\_  
 Manager at entity that hired vendor (Name/Phone No./Email) \_\_\_\_\_  
 Total Contract Amount \$ \_\_\_\_\_ Total Amount Subcontracted \$ \_\_\_\_\_  
 Type of Work Subcontracted \_\_\_\_\_

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

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Title: \_\_\_\_\_



## APPRENTICESHIP PROGRAM REQUIREMENTS

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

YES                       NO

**(1) Apprenticeship Program Requirements**

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

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

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

**(2) Apprenticeship Program Questionnaire**

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

APPRENTICESHIP PROGRAM QUESTIONNAIRE ("APQ")

Bidder Name: J.D'Annunzio & Sons, Inc.

Project ID Number: SANDRO1

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

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

YES  NO

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

YES  NO

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

YES  NO

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

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

APPRENTICESHIP PROGRAM QUESTIONNAIRE ("APQ")

Project ID Number: SANDRO1

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

See attached letter

Bidder: J. D'Annunzio & Sons, Inc.

By: [Signature] Title: President  
(Signature of Partner or Corporate Officer) Michael A. D'Annunzio

Date: July 23, 2019



## THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK, INC.

Denise M. Richardson  
Executive Director

August 6, 2019

J. D'Annunzio & Sons, Inc.  
Attn: Mr. Michael A. D'Annunzio, P.E.  
3730 Park Avenue  
South Plainfield, NJ 07080

Dear Mr. D'Annunzio:

J. D'Annunzio & Sons, Inc. is a member in good standing of the General Contractors Association of New York ("GCA"). Through your membership in the GCA, you have authorized the GCA to enter into collective bargaining agreements on your behalf.

As such, your firm is signatory to the collective bargaining agreements and participates in, upholds and is subject to all provisions of those agreements, including the union(s) established and approved apprenticeship programs.

The General Contractors Association has collective bargaining agreements with the following unions:

- Laborers International Union of North America  
Local 731, Heavy Construction Laborers  
Local 147 Tunnel Workers  
Local 1010 Highway, Road & Street Construction Laborers
- New York District Council of Carpenters  
Local 1556 Dockbuilders/Timbermen
- International Union of Operating Engineers  
Local 14 / 15 Operating Engineers  
Local 15 C Operating Engineers Mechanics & Helpers  
Local 15 D Surveyors
- International Brotherhood of Teamsters Local 282
- Metallic Lathers Local 46

Please contact me if you require additional information.

Sincerely,

John Murray  
Deputy Director, Labor Relations

### SAFETY QUESTIONNAIRE

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

**1. Bidder Information:**

Company Name: J. D'Annunzio & Sons, Inc.

DDC Project Number: SANDRO1

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

Company has previously worked for DDC  YES  NO

**2. Type(s) of Construction Work**

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

**3. Experience Modification Rate:**

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



Project ID. SANDRO1

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

YEAR	INTRASTATE RATE	INTERSTATE RATE
<u>2018</u>	<u>.93</u>	<u>.935</u>
<u>2017</u>	<u>1.04</u>	<u>.767</u>
<u>2016</u>	<u>1.42</u>	<u>.537</u>

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

**4. OSHA Information:**

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

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

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

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

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

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

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

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
<u>2018</u>	<u>49,794</u>	<u>4.01</u>
<u>2017</u>	<u>60,442</u>	<u>6.61</u>
<u>2016</u>	<u>100,882</u>	<u>7.93</u>

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

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

5. Safety Performance on Previous DDC Project(s)

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

YES  NO Accident on previous DDC Project(s).  
DDC Project Number(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

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

Date: 7/23/19

By: [Signature]  
(Signature of Owner, Partner, Corporate Officer)

Title: President  
Michael A. D'Annunzio



OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0".

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(G)	(H)	(I)	(J)
0	1	0	0

Number of Days	Total number of days of job transfer or restriction
(K)	(L)
2	0

Number of Days	Total number of days of job transfer or restriction
(M)	(N)
1	0
0	0
0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 55 minutes per response, including time for reviewing the instruction, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates of time burdens or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

**Establishment information**

Your establishment name J. D'Annunzio & Sons, Inc. - NEW YORK  
 Street 3730 Park Avenue  
 City South Plainfield State New Jersey Zip 07080  
 Industry description (e.g., Manufacture of motor truck trailers)  
Heavy Construction  
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)  
 OR North American Industrial Classification (NAICS), if known (e.g., 338212)  
2 3 7 3 1 0

**Employment information**

Annual average number of employees 25  
 Total hours worked by all employees last year 49,794.5

Signature: [Signature]  
 Title: President  
 Date: 1/28/19

Company executive: Michael A. D'Annunzio  
 Phone: 732-574-1300

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Knowingly falsifying this document may result in a fine.



OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0".

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35. In OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Total number of deaths	0	(G)	Total number of cases with days away from work	1	(H)	Total number of cases with job transfer or restriction	1	(I)	Total number of other recordable cases	0	(J)
------------------------	---	-----	--	---	-----	--	---	-----	--	---	-----

Total number of days away from work	58	(K)	Total number of days of job transfer or restriction	61	(L)
-------------------------------------	----	-----	---	----	-----

Total number of... (M)				
(1) Injury	2	(4) Poisoning	0	
(2) Skin Disorder	0	(5) Hearing Loss	0	
(3) Respiratory Condition	0	(6) All Other illnesses	0	

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3544, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name J. D'Amunzio & Sons, Inc. - NEW YORK PROJECTS  
 Street 3730 Park Avenue  
 City South Plainfield State New Jersey Zip 07080  
 Industry description (e.g., Manufacture of motor truck trailers)  
Heavy Construction  
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)  
2 3 7 3 1 0  
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment Information

Annual average number of employees 33  
 Total hours worked by all employees last year 60,442

Sign here [Signature]  
 Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

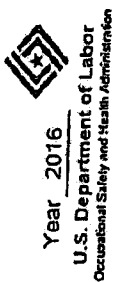
Michael A. D'Amunzio Company executive  
 Title President  
 Phone 732-574-1300 Date \_\_\_\_\_

OSHA's Form 300 (Rev. 01/2004)

**Log of Work-Related Injuries and Illnesses**

You must report information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are compensated by a medical or workers' compensation act, or that result in lost work days of 14 or more. For the purpose of this form, you must also report occupational injury and illness incidents that meet any of the specific recording criteria in 29 CFR 1904.103. For more information on how to use this form, visit [www.osha-slc.gov](http://www.osha-slc.gov). You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness described on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 2016

U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment name **J. D'Annunzio & Sons, Inc. - NEW YORK PROJECTS**

City **South Plainfield** State **New Jersey**

Classify the case

(A) Case No.	(B) Employer's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (m-d-yy)	(E) Where the event occurred (e.g., Leading dock north end)		(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Several deep lacerations on right forearm from assembly tool)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:					Enter the number of days the injured or ill worker was:	Check the "injury" column or choose one type of illness:										
				(G) Days away from work	(H) Job transfer or restriction or restriction		(I) Remained at work	(J) Other recordable cases	(K) Away From Work (days)	(L) On Job transfer or restriction (days)	(1) Injury		(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All other illnesses						
350	Laborer		02/14	NY Project; Gallery #3		Strained back - Sprain/Strain back; source: Form	X					180			X								
325	Directing Eng.		07/13	NY Project; South Stage Area - Sec 04		Fractured left ankle - Fracture on left side of ankle; source: Buckel	X					109			X								
326	Laborer		08/01	Constance, RI, 32 & Evans Drive		Strain, lower back - Sprain/Strain on lower side of back; source: Form 301 (revised)		X				0					X						
323	Carpenter		10/25	NY Project; 3rd Floor RAM		Strain, right ankle - Sprain/Strain on right side of ankle; source: Manager	X					2					X						
<b>Page totals</b>							<b>0</b>	<b>3</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>297</b>	<b>16</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including the time for reviewing the instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Washington, DC 20503. Send all responses to the Office of Management and Budget, Paperwork Project (0704-0188). If you have any comments about the estimated burden for this collection of information, contact the Office of Management and Budget, Paperwork Project (0704-0188). Do not send the completed form to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases	
Total number of deaths	0 (G)
Total number of cases with days away from work	3 (H)
Total number of cases with job transfer or restriction	1 (I)
Total number of other recordable cases	0 (J)

Number of Days	
Total number of days away from work	291 (K)
Total number of days of job transfer or restriction	16 (L)

Injury and Illness Types	
Total number of... (M)	
(1) Injury	4 (4) Poisoning 0
(2) Skin Disorder	0 (5) Hearing Loss 0
(3) Respiratory Condition	0 (6) All Other Illnesses 0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

**Establishment information**

Your establishment name J. D'Annunzio & Sons, Inc. - NEW YORK PROJECTS  
 Street 3730 Park Avenue  
 City South Plainfield State New Jersey Zip 07080  
 Industry description (e.g., Manufacture of motor truck trailers)  
Heavy Construction  
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)  
2 3 7 3 1 0  
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)

**Employment information**

Annual average number of employees 38  
 Total hours worked by all employees last year 100,882

Sign here \_\_\_\_\_  
 Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.  
 Michael A. D'Annunzio \_\_\_\_\_  
 Company executive  
 President & CEO  
 Title  
 732-574-1300 \_\_\_\_\_  
 Phone  
 01/23/2017 \_\_\_\_\_  
 Date



## Pre-Award Process

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

\*\*\*\*\*

- (A) **Project Reference Form:** If required, the bidder must complete and submit the Project Reference Form set forth on pages 27 through 29 of this Bid Booklet. The Project Reference Form consists of 3 parts: (1) Contracts Completed by the Bidder, (2) Contracts Currently Under Construction by the Bidder, and (3) Pending Contracts Not Yet Started by the Bidder.
- (B) **Copy of License:** If required, the bidder must submit a copy of the license under which the bidder will be performing the work. Such license must clearly show the following: (1) Name of the Licensee, (2) License Number, and (3) Expiration date of the License. A copy of the license will be required from bidders for the following contracts: Plumbing Work, Electrical Work and Asbestos Abatement.
- (C) **Financial Information:** If required, the bidder must submit the financial information described below:
- (1) **Audited Financial Statements:** Financial statements (Balance Sheet and Income Statement) of the entity submitting the bid, as audited by an independent auditor licensed to practice as a certified public accountant (CPA). Audited financial statements for the three most recent fiscal years must be submitted. Each such financial statement must include the auditor's standard report.
- If the bidder does not have audited financial statements, it must submit an affidavit attesting to the fact that the bidder does not have such statements. In addition, the bidder must submit the following documentation covering the three most recent fiscal years: signed federal tax returns, unaudited financial statements, and a "certified review letter" from a certified public accountant (CPA) verifying the unaudited financial statements.
- Unless the most recent audited or unaudited financial statement was issued within ninety (90) days, the bidder must submit interim financial information that includes data on financial position and results of operation (income data) for the current fiscal year. Such information may be summarized on a monthly or quarterly basis or at other intervals.
- (2) **Schedule of Aged Accounts Receivable,** including portion due within ninety (90) days.

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

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

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

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



**J. D'ANNUNZIO  
& SONS, INC.**  
CONTRACTORS • ENGINEERS

3730 PARK AVENUE | SOUTH PLAINFIELD, NEW JERSEY 07080  
P: 732.574.1300 | F: 732.574.1244  
[www.dannunziocorp.com](http://www.dannunziocorp.com)  
*An Equal Opportunity Employer*

### Project References

**Delta Airlines LaGuardia 27 kV Infrastructure, Lot 4 and Frontage Utilities  
LaGuardia Airport Reconfiguration of Terminals C & D**

**Owner: Delta Airlines**

**Bulova Corporate Center  
75-20 Astoria Blvd., Suite 230  
East Elmhurst, NY 11370**

**Contact Person: Anthony Manganiello, Office 929-270-4550, Cell 516-319-3074  
Contract Amount: \$61,500,000.00 (3 Projects)**

**EWB-154.392 Bridges N57, N58, N59 and EWR-154.389 Airside Infrastructure  
Terminal A Redevelopment Program Newark Liberty International Airport**

**Owner: The Port Authority of NY & NJ**

**66 Carson Road  
Newark, NJ 07114**

**Contact Person: Leonardo Iacoviello, Office 973-565-5558, Cell 201-232-5370  
Contract Amount: \$90,000,000.00 (2 Projects)**

**American Dream Mall Ring Road, Connector Road and General Sitework  
East Rutherford, NJ**

**Owner: PCL Construction Services Inc.**

**300 Paterson Plank Road East  
East Rutherford, NJ 07073**

**Contact Person: Wayne Melnyk, Office 201-635-3600, Cell 425-786-4421  
Contract Amount: \$83,000,000.00 (4 Projects)**

**Brookfield Avenue Landfill Remediation  
Staten Island, NY**

**Owner: NYC Department of Environmental Protection**

**96-05 Horace Harding Expressway, 4<sup>th</sup> Floor  
Corona, NY 11368**

**Contact Person: Roy Tysvaer, Office 718-595-6208, Cell 347-924-2633  
Contract Amount: \$256,400,000.00**

**Partnering for Quality Results and Lasting Relationships**

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

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

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

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

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

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

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

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

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

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

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

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_  
\_\_\_\_\_

Contracting Agency or Owner: \_\_\_\_\_

Project Number: \_\_\_\_\_

Proposed Contract Amount: \_\_\_\_\_

Description and Address of Proposed Contract: \_\_\_\_\_

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

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

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

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

**VENDEX COMPLIANCE**

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

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

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

Name of Bidder: J. D'Annunzio & Sons, Inc.  
Bidder's Address: 3730 Park Ave South Plainfield, NJ 07080  
Bidder's Telephone Number: 732-574-1300  
Bidder's Fax Number: 732-574-1244  
Date of Bid Opening: July 23, 2019  
PROJECT ID: SANDRO1

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

- (1) **Submission of Vendex Questionnaires to MOCS:** By signing in the space provided below, the Bidder certifies that as of the date specified below, the Bidder has submitted Vendex Questionnaires to the Mayor's Office of Contract Services, Attn: VENDEX, 253 Broadway, 9<sup>th</sup> Floor, New York, New York 10007.

Date of Submission: April 13, 2015

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

Print Name: Michael A. D'Annunzio, President

- (2) **Submission of Certification of No Change to DDC:** By signing in the space provided below, the Bidder certifies that it has read the instructions in a "Vendor's Guide to Vendex" and that such instructions do not require the Bidder to submit Vendex Questionnaires. The Bidder has completed TWO ORIGINALS of the Certification of No Change set forth on the next page of this Bid Booklet.

By: \_\_\_\_\_  
(Signature of Partner or corporate officer)

Print Name: \_\_\_\_\_



# Certificate of No Change Form



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

I, \_\_\_\_\_, being duly sworn, state that I have read  
*Enter Your Name*

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

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

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

## **Vendor Questionnaire** *This section is required.*

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

Name of Submitting Entity: \_\_\_\_\_

Vendor's Address: \_\_\_\_\_

Vendor's EIN or TIN: \_\_\_\_\_ Requesting Agency: \_\_\_\_\_

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

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

Signature date on change submission for the submitting vendor: \_\_\_\_\_

# Principal Questionnaire

*This section refers to the most recent principal questionnaire submissions.*



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

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

## **Certification** *This section is required.*

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

### **Certified By:**

\_\_\_\_\_  
*Name (Print)*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Name of Submitting Entity*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

### **Notarized By:**

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*County License Issued*

\_\_\_\_\_  
*License Number*

Sworn to before me on: \_\_\_\_\_  
*Date*

## Certificate of No Change Form

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

I, \_\_\_\_\_, being duly sworn, state that I have read  
*Enter Your Name*

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

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Name of Submitting Entity: \_\_\_\_\_

Vendor's Address: \_\_\_\_\_

Vendor's EIN or TIN: \_\_\_\_\_ Requesting Agency: \_\_\_\_\_

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

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

Signature date on change submission for the submitting vendor: \_\_\_\_\_

# Principal Questionnaire

*This section refers to the most recent principal questionnaire submissions.*



Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
1		
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3		
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5		
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Check if additional changes were submitted and attach a document with the date of additional submissions.

## **Certification** *This section is required.*

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

### **Certified By:**

\_\_\_\_\_  
*Name (Print)*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Name of Submitting Entity*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

### **Notarized By:**

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*County License Issued*

\_\_\_\_\_  
*License Number*

Sworn to before me on: \_\_\_\_\_  
*Date*

## IRAN DIVESTMENT ACT COMPLIANCE RIDER

### FOR NEW YORK CITY CONTRACTORS

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

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

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

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

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

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

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

[Please Check One]

*J. D'Annunzio & Sons, Inc.*

**BIDDER'S CERTIFICATION**

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

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

*[Signature]*  
\_\_\_\_\_  
SIGNATURE  
*Michael A. D'Annunzio*  
\_\_\_\_\_  
PRINTED NAME  
*President*  
\_\_\_\_\_  
TITLE

Sworn to before me this  
23 day of July 2019

*[Signature]*  
\_\_\_\_\_  
Notary Public

Dated: *July 23, 2019*

SIU W LAU  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES APRIL 18, 2021

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

## **CONSTRUCTION**

## **EMPLOYMENT**

## **REPORT**

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

**CONSTRUCTION EMPLOYMENT REPORT  
 INSTRUCTIONS**

**WHO MUST FILE A CONSTRUCTION EMPLOYMENT REPORT**

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

		CONTRACT VALUE	REPORTING REQUIREMENT
Federal/Federally assisted	Prime and subcontractors	\$10,000 or greater	Construction Employment Report
City and state funded	Prime contractor	\$1,000,000 or greater	
	Subcontractor	\$750,000 or greater	
		Less than \$750,000	Less than \$750,000 Certificate (City/State Only)

Prime Contractor:

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

Subcontractor:

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

**WHERE TO FILE**

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

**DLS REVIEW PROCESS**

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



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

**Certificate of Approval**

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

**Continued Approval Certificate**

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

**Conditional Certificate of Compliance**

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

**Determination of Nonperformance**

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

## HOW TO COMPLETE THE EMPLOYMENT REPORT

### Contents

**General Information**

**Part I: Contractor/Subcontractor Information**

**Part II: Employment Policies and Practices**

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

**Signature Page**

### PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

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

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

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

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

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

**PART II: EMPLOYMENT POLICIES AND PRACTICES**

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

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

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

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

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

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

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

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

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

1. Number of complaint(s)	2. Nature of the complaint(s)	3. Position(s) of the complainant(s)	4. Was an investigation conducted? Y/N	5. Current status of the disposition
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**Question 28:** Indicate whether in the past three (3) years complaints have been filed with a court of law or administrative agency, naming your company as a defendant (or respondent) in a complaint alleging violation of any anti-discrimination or affirmative action laws. If yes, develop and submit a log to show, for each administrative/and or judicial action filed, the following information:

1. Name(s) of complainant(s)	2. Administrative agency or court in which action was filed	3. Nature of the complaint(s)	4. Current status	5. If not pending, the complaint's disposition
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**Question 29:** Identify each job for which a physical qualification exists. Identify and explain the physical qualification(s) for each stated job. Submit job descriptions for each job and the reasons for the qualifications.

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

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

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

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

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

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

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

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

**SIGNATURE PAGE**

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

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

**CONSTRUCTION EMPLOYMENT REPORT**

**GENERAL INFORMATION**

1. Your contractual relationship in this contract is: Prime contractor  Subcontractor
- 1a. Are MWBE goals attached to this project? Yes  No
2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:
- Minority Owned Business Enterprise  Locally Based Business Enterprise  
 Women Owned Business Enterprise  Emerging Business Enterprise  
 Disadvantaged Business Enterprise
- 2a. If you are certified as an MBE, WBE, LBE, EBE or DBE, what city/state agency are you certified with? NYC Dept. Small Business Services Are you DBE certified? Yes  No
3. Please indicate if you would like assistance from SBS in identifying certified MWBEs for contracting opportunities: Yes  No
4. Is this project subject to a project labor agreement? Yes  No
5. Are you a Union contractor? Yes  No  If yes, please list which local(s) you affiliated with We are affiliated as a member of GCA of New York
6. Are you a Veteran owned company? Yes  No

**PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION**

7. 22-2403072 Employer Identification Number or Federal Tax I.D. mdannunzio@dannunziocorp.com Email Address
8. J. D'ANNUNZIO & SONS, INC. Company Name
9. 3730 Park Avenue South Plainfield, NJ 07080 Company Address and Zip Code
10. MICHAEL A. D'ANNUNZIO Chief Operating Officer 732-574-1300 Telephone Number
11. Same Designated Equal Opportunity Compliance Officer Telephone Number  
(If same as Item #10, write "same")
12. Same Name of Prime Contractor and Contact Person  
(If same as Item #8, write "same")

13. Number of employees in your company: Varies

14. Contract information: Remaining Info TBD  
(a) NYCDDC Contracting Agency (City Agency) (b) \_\_\_\_\_ Contract Amount

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

(e) \_\_\_\_\_ Projected Commencement Date (f) \_\_\_\_\_ Projected Completion Date

(g) Description and location of proposed contract:  
\_\_\_\_\_  
\_\_\_\_\_

15. Has your firm been reviewed by the Division of Labor Services (DLS) within the past 36 months and issued a Certificate of Approval? Yes \_\_\_ No   
If yes, attach a copy of certificate.

16. Has DLS within the past month reviewed an Employment Report submission for your company and issued a Conditional Certificate of Approval? Yes \_\_\_ No   
If yes, attach a copy of certificate.

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

17. Has an Employment Report already been submitted for a different contract (not covered by this Employment Report) for which you have not yet received compliance certificate? Yes \_\_\_ No  If yes,  
Date submitted: \_\_\_\_\_  
Agency to which submitted: \_\_\_\_\_  
Name of Agency Person: \_\_\_\_\_  
Contract No: \_\_\_\_\_  
Telephone: \_\_\_\_\_

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

(a) Name and address of OFCCP office.

N/A

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

Yes \_\_\_ No

If yes, attach a copy of such certificate.

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

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

(d) Were any deficiencies found? Yes \_\_\_ No

If yes, attach a copy of such findings.

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

The General Contractors Association of New York Inc.  
If yes, attach a list of such associations and all applicable CBA's.

**PART II: DOCUMENTS REQUIRED**

*To be provided prior to award*

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

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

To be provided prior to award

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

If yes, is the medical examination given:

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

- \_\_\_ Minorities and Women
- \_\_\_ Individuals with handicaps
- \_\_\_ Other. Please specify \_\_\_\_\_

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

If yes, please attach a copy of this policy.

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

*To be provided prior to award*

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

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

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

If yes, attach a log. See instructions.

29. Are there any jobs for which there are physical qualifications? Yes \_\_\_ No \_\_\_

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

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

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

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**SIGNATURE PAGE**

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

J. D'Annunzio & Sons, Inc.  
Contractor's Name

Carolina Yepes Boya, Executive Assistant  
Name of person who prepared this Employment Report Title

Michael A. D'Annunzio, President  
Name of official authorized to sign on behalf of the contractor Title

732-574-1300  
Telephone Number

[Signature] July 23, 2019  
Signature of authorized official Date

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

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

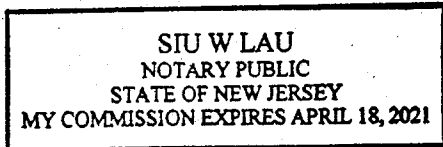
Willful or fraudulent falsifications of any data or information submitted herewith may result in the termination of the contract between the City and the bidder or contractor and in disapproval of future contracts for a period of up to five years. Further, such falsification may result in civil and/or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

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

**Only original signatures accepted.**

Sworn to before me this 23 day of July 20 19

Siu W. Lau [Signature] July 23, 2019  
Notary Public Authorized Signature Date



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

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

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

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

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

**OWNERSHIP CODES**

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

**FORM B: PROJECTED WORKFORCE**

**TRADE CLASSIFICATION CODES**

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

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

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

Total (Col. #1-10):

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

Total Female  
(Col. #6 - 10):

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

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**FORM B: PROJECTED WORKFORCE**

Trade: \_\_\_\_\_

Union Affiliation, if applicable \_\_\_\_\_

Total (Col. #1-10): \_\_\_\_\_

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

Total Female  
(Col. #6 - 10): \_\_\_\_\_

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

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

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**FORM C: CURRENT WORKFORCE**

**TRADE CLASSIFICATION CODES**

(J) Journeylevel Workers  
 (H) Helper  
 (TOT) Total by Column

(A) Apprentice  
 (TRN) Trainee

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

Trade:	MALES					FEMALES				
	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
Union Affiliation, if applicable										
Total (Col. #1-10):	J									
Total Minority, Male & Female (Col. #2,3,4,5,7,8,9, & 10):	H									
Total Female (Col. #6 - 10):	A									
	TRN									
	TOT									

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

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**FORM C: CURRENT WORKFORCE**

Trade: \_\_\_\_\_

Union Affiliation, if applicable \_\_\_\_\_

Total (Col. #1-10): \_\_\_\_\_

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

Total Female  
(Col. #6 - 10): \_\_\_\_\_

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

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

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(NO TEXT ON THIS PAGE)





13. Number of employees in your company: \_\_\_\_\_

14. Contract information:

(a) \_\_\_\_\_  
Contracting Agency (City Agency)

(b) \_\_\_\_\_  
Contract Amount

(c) \_\_\_\_\_  
Procurement Identification Number (PIN)

(d) \_\_\_\_\_  
Contract Registration Number (CT#)

(e) \_\_\_\_\_  
Projected Commencement Date

(f) \_\_\_\_\_  
Projected Completion Date

(g) Description and location of proposed contract:

\_\_\_\_\_  
\_\_\_\_\_

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

If yes, attach a copy of certificate.

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

If yes, attach a copy of certificate.

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

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

Date submitted: \_\_\_\_\_

Agency to which submitted: \_\_\_\_\_

Name of Agency Person: \_\_\_\_\_

Contract No: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

If yes,

(a) Name and address of OFCCP office.

\_\_\_\_\_  
\_\_\_\_\_

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

If yes, attach a copy of such certificate.

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

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

(d) Were any deficiencies found? Yes\_\_\_ No\_\_\_

If yes, attach a copy of such findings.

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

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

## PART II: DOCUMENTS REQUIRED

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

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

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

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

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

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

If yes, is the medical examination given:

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

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

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

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

---

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

- \_\_\_ Minorities and Women  
\_\_\_ Individuals with handicaps  
\_\_\_ Other. Please specify \_\_\_\_\_

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

If yes, please attach a copy of this policy.

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

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

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

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

If yes, attach a log. See instructions.

29. Are there any jobs for which there are physical qualifications? Yes \_\_\_ No \_\_\_

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

---

---

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

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

---

---

**SIGNATURE PAGE**

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

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Name of person who prepared this Employment Report Title

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature of authorized official Date

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

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

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

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

**Only original signatures accepted.**

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public Authorized Signature Date

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

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

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

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

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

**OWNERSHIP CODES**

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

**FORM B: PROJECTED WORKFORCE**

**TRADE CLASSIFICATION CODES**

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

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

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

Total (Col. #1-10):

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

Total Female  
(Col. #6 - 10):

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

**FORM B: PROJECTED WORKFORCE**

Trade: \_\_\_\_\_

Union Affiliation, if applicable \_\_\_\_\_

Total (Col. #1-10): \_\_\_\_\_

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

Total Female  
(Col. #6 - 10): \_\_\_\_\_

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

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

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**FORM C: CURRENT WORKFORCE**

**TRADE CLASSIFICATION CODES**

- (J) Journeylevel Workers
- (H) Helper
- (TOT) Total by Column

- (A) Apprentice
- (TRN) Trainee

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

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

Trade: \_\_\_\_\_

Union Affiliation, if applicable \_\_\_\_\_

Total (Col. #1-10): \_\_\_\_\_

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

Total Female  
(Col. #6 - 10): \_\_\_\_\_

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

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**FORM C: CURRENT WORKFORCE**

Trade: \_\_\_\_\_

Union Affiliation, if applicable \_\_\_\_\_

Total (Col. #1-10): \_\_\_\_\_

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

Total Female  
(Col. #6 - 10): \_\_\_\_\_

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

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

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(NO TEXT ON THIS PAGE)

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

Date \_\_\_\_\_

File Number \_\_\_\_\_

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

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

MBE Yes \_\_\_ No \_\_\_      WBE Yes \_\_\_ No \_\_\_      LBE Yes \_\_\_ No \_\_\_

DBE Yes \_\_\_ No \_\_\_      EBE Yes \_\_\_ No \_\_\_

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

\_\_\_\_\_

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

\_\_\_ Minority Owned Business Enterprise

\_\_\_ Locally based Business Enterprise

\_\_\_ Women Owned Business Enterprise

\_\_\_ Emerging Business Enterprise

\_\_\_ Disadvantaged Business Enterprise

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Employer Identification Number or Federal Tax I.D

\_\_\_\_\_  
Company Address and Zip Code

\_\_\_\_\_  
Contact Person (First Name, Last Name)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Description and location of proposed subcontract:

\_\_\_\_\_

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

\_\_\_\_\_

Are you a Veteran owned company? Yes \_\_\_ No \_\_\_

\_\_\_\_\_  
Procurement Identification Number (PIN)  
(City contracts only)

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

Block and Lot Number  
(ICIP projects only)

Contract Amount

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

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

Signature of authorized official \_\_\_\_\_ Date \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
**Only original signatures accepted.**

Notary Public \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

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

# ADDENDA CONTROL SHEET

BID OPENING DATE: July 23, 2019

PROJECT NO.: SANDR01

DESCRIPTION: HYLAN BOULEVARD STREETScape IMPROVEMENTS

Addendum		Addendum Contains:				
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Amendments	Drawings (number)
1	06/21/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)

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

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: SANDR01  
HYLAN BOULEVARD STREETScape IMPROVEMENTS  
FROM SEAVER AVENUE TO STOBE AVENUE

INCLUDING SIDEWALK, SEWER, WATER MAIN, BMP,  
STREET LIGHTING, AND TRAFFIC WORK

TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF STATEN ISLAND  
CITY OF NEW YORK

ADDENDUM NO. 1

DATED: June 21, 2019

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

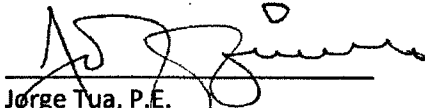
1. **Refer** to the Bid and Contract Documents, VOLUME 1 OF 3 of the BID BOOKLETS, page following the SPECIAL NOTICE TO BIDDERS, with the title M/WBE UTILIZATION PLAN;  
**Delete** M/WBE UTILIZATION PLAN in its entirety;  
**Substitute** with the attached new M/WBE UTILIZATION PLAN and Certified M/WBE Subcontractors/ Supplier Information.
2. **Refer** to the Bid and Contract Documents, VOLUME 1 OF 3 of the BID BOOKLETS, SPECIAL NOTICE TO BIDDERS – FEDERALLY FUNDED CONTRACTS (Revised 04-2016), page 2;  
**Delete**; SPECIAL NOTICE TO BIDDERS – FEDERALLY FUNDED CONTRACTS (Revised 04-2016), page 2  
**Substitute** with revised SPECIAL NOTICE TO BIDDERS – GOSR CONTRACTS, page 2-R.
3. **Refer** to the Bid and Contract Documents, VOLUME 1 OF 3 of the BID BOOKLETS, page 3a;  
**Delete** page 3a in its entirety;  
**Substitute** with revised page 3a-R.  
**NOTE:** Pile, CFA Pile, and/or Mini-Pile Work Special Experience Requirements is required.
4. **Refer** to the Bid and Contract Documents, VOLUME 3 OF 3, Table of Contents;  
**Delete** Table of Contents in its entirety;  
**Substitute** with attached revised Table of Contents.


- 5. Refer to the Bid and Contract Documents, VOLUME 3 OF 3 of the BID BOOKLETS;  
Insert attached S-PAGES (SPECIAL PROVISIONS) following page I-24 of I-PAGES.
  
- 6. Refer to the Bid and Contract Documents, VOLUME 3 OF 3, GOSR-PAGES;  
Delete GOSR-Pages in their entirety;  
Substitute with attached GOSR-PAGES and DAVIS BACON WAGE RATE.
  
- 7. For additional information, see the attached one (1) page of "Questions Submitted by Bidders and DDC's Responses".

**END OF ADDENDUM NO. 1**

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of TWO (2) pages and NINETY EIGHT (98) pages of attachments.

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

  
\_\_\_\_\_  
Jorge Tua, P.E.  
Executive Director

J. D'Annunzio & Sons, Inc.  
Name of Bidder  
By:   
\_\_\_\_\_  
Michael A. D'Annunzio  
President



## QUESTIONS SUBMITTED BY BIDDERS AND DDC'S RESPONSES

### Question #1:

In Volume 3 of 3 of the bid booklets, page i, the Table of Contents show that there should be 34 GOSR pages. However, we only found one page (GOSR-1) in the booklet. Will the remaining pages be released in a future addendum?

### DDC's Response:

*See Article 6 of this Addendum No.1.*

**M/WBE UTILIZATION PLAN**

**INSTRUCTIONS:** This form is submitted at the time of bid or procurement submission, or at the time of contract execution, or within a reasonable time thereafter as outlined in procurement submission instructions. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Subrecipient Name:		Project Name:	
Offeror's Name:		Federal ID Number:	
Address:		Contract Number (if applicable):	
City State & Zip Code:		Phone:	
Location of Work:			

M/WBE Target Goal		Proposed M/WBE Participation	
Category	Percentage	Category	Percentage
MBE:	%	MBE:	%
WBE:	%	WBE:	%
Totals:	%	Totals:	%
	\$		\$
	\$		\$
	\$		\$

**( NO TEXT ON THIS PAGE )**

1. Certified M/WBE Subcontractors/Suppliers Information:		Classification NYS-ESD Certified (Choose One Only)		Federal ID No. :	Detailed Description of Work:	Dollar Value of Subcontractors/Supplies/Services	Intended performance dates on each component of the contract
		MBE	WBE				
A	Name:						
	Address:						
	Email:						
	Phone:						
B	Name:						
	Address:						
	Email:						
	Phone:						
C	Name:						
	Address:						
	Email:						
	Phone:						
D	Name:						
	Address:						
	Email:						
	Phone:						

**Contractor Use:**

Name of Preparer: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**( NO TEXT ON THIS PAGE )**

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

**SPECIAL NOTICE TO BIDDERS – GOSR FUNDED CONTRACTS**

**BID SUBMISSION REQUIREMENTS**

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

1. Bid Schedule and Bid Form, including Affirmation
2. Bid Security (if required, see Attachment 1 on Page A-1)
3. Debarment History Certification (See Page GOSR-6 in the GOSR-Pages)
4. DBE Utilization Schedule (See Page GOSR -28 in the GOSR-Pages)

**FAILURE TO SUBMIT ITEMS (1) THROUGH (4)  
WILL RESULT IN THE DISQUALIFICATION OF THE BID.**

5. Safety Questionnaire
6. Construction Employment Report (if bid is \$1,000,000 or more)
7. Contract Certificate (if bid is less than \$1,000,000)
8. Confirmation of Vendex Compliance
9. Bidder's Certification of Compliance with Iran Divestment Act
10. Special Experience Requirements (if applicable)
11. Apprenticeship Program Questionnaire (if applicable)
12. Disclosure of Lobbying Activities (if applicable) (See Page GOSR-29 in the GOSR-Pages)
13. Any addenda issued prior to the receipt of bids

**FAILURE TO SUBMIT ITEMS (5) THROUGH (13)  
MAY RESULT IN THE DISQUALIFICATION OF THE BID.**

**NOTES:**

- (1) All of the above referred to blank forms to be completed and submitted with the bid are included in the BID BOOKLET.
- (2) If the bidder has any questions or requires additional information, please contact the Department of Design and Construction by phone (718-391-2601) or by fax (718-391-2627)
- (3) PASSPort Compliance: The Bidder is advised that Vendex Questionnaires and procedures have been replaced by the PASSPort system. Compliance with PASSPort is mandatory for contract Award. PASSPort details are set forth on NTB-2 at the beginning of this Bid Booklet.
- (4) SPECIAL EXPERIENCE REQUIREMENTS: The Bidder is advised that Special Experience Requirements may apply to this contract. Such requirements are set forth on pages 3, 3a, 3b, and 4 of this Bid Booklet.

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

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

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

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

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

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

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

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

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

□ **OTHER:** \_\_\_\_\_  
\_\_\_\_\_

**VOLUME 3 OF 3****TABLE OF CONTENTS**

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
	SPECIFICATIONS AND STANDARDS OF NEW YORK CITY	1 to 2
SCHEDULE A	GENERAL CONDITIONS TO CONSTRUCTION CONTRACT	SA-1 to SA-12
R – PAGES	REVISIONS TO THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION STANDARD HIGHWAY SPECIFICATIONS	R-1 to R-2
I – PAGES	NEW SECTIONS	I-1 to I-24
S – PAGES	SPECIAL PROVISIONS	S-1 to S-12
GOSR – PAGES	GOVERNOR’S OFFICE OF STORM RECOVERY PROJECTS	GOSR-1 to GOSR -44
SW – PAGES	SEWER AND WATER MAIN SPECIFICATIONS	SW-1 to SW-8
EP7 (1.0) –	PAGES GAS COST SHARING (EP-7) STANDARD SPECIFICATIONS	EP7-1 to EP7-28A1
HAZ – PAGES	SPECIFICATIONS FOR HANDLING, TRANSPORTATION AND DISPOSAL OF NONHAZARDOUS AND POTENTIALLY HAZARDOUS CONTAMINATED MATERIALS	HAZ-1 to HAZ-49
BMP-PAGES	SPECIFICATIONS FOR CONSTRUCTION OF BEST MANAGEMENT PROCTICE (BMP) AND MITIGATION AREA	BMP-1 to BMP-246
UI - PAGES	UTILITY INTERFERENCE SECTION	UI-1 to UI-19



(NO TEXT ON THIS PAGE)

**S - PAGES**

## **SPECIAL PROVISIONS**

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### **NOTICE**

THE PAGES CONTAINED HEREIN (S-PAGES) ARE SPECIAL PROVISIONS THAT SHALL APPLY TO AND BECOME A PART OF THE CONTRACT.

**TABLE OF CONTENTS**

<b>ARTICLE</b>	<b>DESCRIPTION</b>	<b>PAGE NO.</b>
A	A+B BIDDING	S-1
B	LINES AND GRADES	S-3
C	SPECIFIC TRAFFIC STIPULATIONS	S-3
D	HOLIDAY CONSTRUCTION EMBARGO	S-3
E	SPECIAL EVENT CONSTRUCTION EMBARGO	S-4
F	CONTRACT ITEMS THAT INCLUDE BACKFILL AS A PART OF THEIR WORK	S-5
G	SCHEDULING PRESENTATION	S-5
H	DISPOSAL OF EXCESS EXCAVATED MATERIAL	S-6
I	ACCELERATED PROJECT SCHEDULE AND COMBINATION OF STAGES	S-6
J	NO EXTENSION OF TIME FOR WINTER SHUT-DOWN	S-6
K	PRIVATE UTILITY HARDWARE ADJUSTMENTS	S-6
L	SURVEY MONUMENTS	S-6
M	RESTORATION OF ADJACENT AREAS	S-6
N	USE OF CITY WATER	S-7
O	ITEM 6.52 FED	S-7
P	FUEL COST	S-7
Q	DPR CONSTRUCTION PERMITS	S-7
R	START OF CONTRACT WORK	S-7
S	PRICES TO INCLUDE	S-7
	OCMC TRAFFIC STIPULATIONS	S-8

(NO TEXT ON THIS PAGE)

## **SPECIAL PROVISIONS**

A. **A+B BIDDING.** This contract is based on an A + B method of bidding (also referred to as cost plus time bidding) requiring contractors to bid a Total Bid Schedule Price, which is the amount for which the entire work will be performed, arrived at by a correct computation of all items specified in the proposal, and then to specify the number of days to complete the on-site construction work. The apparent low bid is then determined as the lowest combination of the Total Bid Schedule Price plus the number of days specified by the Contractor multiplied by the daily user's cost established by the Department, which is known as the time cost. The Total Bid Schedule Price is referred to as the "A" portion of the bid and the time cost is called the "B" portion to the bid. Bids which specify times longer than the maximum time established by the Department for the work shall be declared non-responsive. **The sum of the Total Bid Schedule Price plus time cost is used only to determine the apparent low bid.**

### A.1 **MODIFICATIONS TO THE INFORMATION FOR BIDDERS.**

1. **Refer to the Bid and Contract Documents (Volume 2 of 3), INFORMATION FOR BIDDERS, SECTION 26. "Bid, Performance and Payment Security";**

**Add** the following paragraph to the end of SECTION 26:

"(F) The amount for Bid, Performance and Payment Security shall be based on the 'A' portion items only."

3. **Refer to the Bid and Contract Documents (Volume 2 of 3), INFORMATION FOR BIDDERS, Subsection 33. (A) "Comparison of Bids";**  
**Delete** Subsection 33. (A), in its entirety;

**Substitute** the following paragraph:

"(A) **Comparison of Bids:** Bids on Unit Price Contracts using A+B Bidding will be compared on the basis of the Bidder's TOTAL BID SCHEDULE PRICE to obtain the "A" portion of the bid, to which the Bidder's "B" portion of the bid (on the Bid Form in the Bid Booklet) will be added for comparison of bids only."

### A.2. **A + B BIDDING.**

Proposal shall specify the following on the Bid Form, as described on the Bid Form:

- Total Bid Schedule Price (a/k/a Bid Proposal) as the "A" Portion of the Bid;
- "N", the number of consecutive calendar days (CCD);
- The calculated "B" Portion of the Bid;
- The Total Bid Proposal, as the "A" Portion plus the "B" Portion.

A.3. **"B" PORTION WORK.** For this project the "B" portion work shall consist of the time cost to substantial completion of the entire project as described in the Contract Drawings and specifications, inclusive of "Changes and Extra Work" but exclusive of punch list.

The number of consecutive calendar days "N" which is specified by the Contractor for the "B" portion (time cost) of the work shall start on the date shown on the "Notice to Proceed".

A.4. DEFINITION OF TERMS. For this project the following additional definitions shall apply:

- (a) Calendar Day - The days as they succeed each other, inclusive of Sundays and holidays.
- (b) Amount of the Awarded Contract - The correct or corrected total of the quantities shown in the bid schedule by the bidder ("A" portion of bid).
- (c) Daily Cost - The amount which represents the average daily cost of interference and inconvenience to the street user and the daily cost to the City but excludes the construction engineering inspection costs.
- (d) Engineering Inspection Costs - The costs to the City for inspection of the Contractor's work.
- (e) Substantially Complete - THIS DEFINITION SHALL APPLY ONLY TO "B" PORTION WORK. The "B" portion (time cost) work shall be considered to be substantially complete when, at the sole determination of the NYCDDC Commissioner, all contract work has been completed, inclusive of Changes and Extra Work but exclusive of punch list and planting work.

A.5. PREPARATION OF PROPOSAL. The bidder shall establish the number of consecutive calendar days to be used for the "B" portion of the bid. The total number of such consecutive calendar days established by bidder for the "B" portion (time cost) of the bid shall not exceed 730 consecutive calendar days which shall include bad weather days, lane restrictions, peak hour restrictions or other similar items as specified in the contract. Bids showing time for completion of "B" portion work in excess of this amount will be considered non-responsive.

The product of the number of consecutive calendar days proposed by the bidder multiplied by the Daily Cost of \$15,000.00 per calendar day shall be added to the amount bid for the "A" portion (all items of work) of the bid. This total sum will be the amount used to determine the lowest bid for consideration of bids for award.

A.6. CONSIDERATION OF BIDS. As part of the pre-award process for this contract, the low bidder will be required to submit a preliminary schedule and work plan in order to explain how it arrived at its "N" time proposal.

Award will only be made if the low bidder's preliminary schedule and work plan have sufficient detail to successfully explain and justify its "N" time proposal.

The sufficient detail required should include, but is not limited to:

- Resources, including:
  - Numbers of crews, with crew composition
  - Manpower
  - Major pieces of equipment
- Numbers of shifts being worked
- Anticipated weather delays
- Holiday embargo
- Traffic phasing

A.7. EARLY COMPLETION OF THE "B" PORTION WORK. Incentives for early completion of the "B" Portion will be paid per Item 91698.93.

A.8. FAILURE TO SUBSTANTIALLY COMPLETE THE "A" PORTION WORK IN THE TIME BID. Failure to substantially complete the "A" portion work to which A+B bidding applies within the established number of calendar days "N" stated by the Contractor in the bid schedule will result in the Daily Cost of \$15,000.00 per day, assessed as liquidated damages in accordance with Article 15 of the Standard Construction Contract, and Schedule A on Page SA-1 of the. Said liquidated damages will be assessed for every calendar day in excess of the stated number, up to the time in which the "A" portion work subject to A+B bidding is substantially complete, exclusive of punch list and planting work.

The NYCDDC Commissioner will be the sole authority in determining as to when the work subject to A+B bidding is substantially complete.

A.9. ADJUSTMENTS TO "B" PORTION WORK. When "B" portion work to which A+B bidding applies is adjusted, particularly under Article 11 and Article 26 of the Standard Construction Contract, consideration will be given to modifying the number of days for the performance of this portion of work. When a contract extension of time is granted under Article 13 of the Standard Construction Contract, consideration will be given to modifying the number of days for the performance of the "A" portion work to which A+B bidding applies. However, time extensions, for whatever reasons granted, will not be used to change the number of calendar days to actually accomplish the identified "B" portion work to determine incentive payments.

B. LINES AND GRADES. The Contractor shall furnish lines and grades in accordance with Section 1.06.27 of the NYCDOT Standard Highway Specifications, except that survey controls established for this project may no longer exist and the Contractor shall be required to re-establish the survey control information using official Borough Survey Control Monuments and Bench Marks, where they exist. The Contractor shall check with Topographic Section of the Borough President's Office as to the reliability and accuracy of the data to be used for lines and grades.

C. SPECIFIC TRAFFIC STIPULATIONS. Under this contract, the Contractor shall perform the work in strict accordance with the requirements of Section 6.70 in the Standard Highway Specifications, specific traffic stipulations as called for on the plans, OCMC Traffic Stipulations attached to the end of these Special Provisions, and the directions of the Engineer. In case of a conflict, the Engineer's decision shall be final.

In addition, the cost of compliance with requirements of the OCMC Traffic Stipulations, unless otherwise provided for, shall be deemed included in the prices bid for all scheduled items.

D. HOLIDAY CONSTRUCTION EMBARGO. A special Holiday Construction Embargo shall be in effect on the Friday of the week preceding Thanksgiving Day week from 6:00 AM to 11:59 PM and again from the Monday of Thanksgiving Day week from 6:00 AM through January 2, at 11:59 PM. Roadway and sidewalk construction activities will be restricted during the embargo period on the streets listed below\*.

Any permits issued prior to the date of this notice, for work during this embargo period on the

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\* Please note that this embargo only applies to NYCDOT construction permits.

\* List of street and maps of the affected locations are available by borough on the Department of Transportation's website at:

<http://www.nyc.gov/html/dot/html/motorist/trafalrt.shtml>

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.

**E. SPECIAL EVENT CONSTRUCTION EMBARGO:** The Contractor is notified that a "SPECIAL EVENT CONSTRUCTION EMBARGO" will be in effect for all the locations included in this project. The Contractor is prohibited from working during any special events, festivals, street fairs, parades, etc., including relocation of storage areas, as directed by the **NYCDOT - Office of Special Events**, and must make safe the area as directed and/or ordered by the Engineer and must comply with the event categories and stipulations as listed below:

Event Categories And Stipulations:

(1) Street Fairs/Festivals:

- a) All excavations must be plated with skid resistant plates.
- b) Plates must be recessed and flush with pavement.
- c) All pavement defects must be corrected within or adjacent to work zone.
- d) The Contractor is responsible for any defects within the immediate vicinity if DOT Street and Arterial Maintenance cannot make repairs due to project interference. (As determined by DOT).
- e) All equipment, trailers and material storage must be removed.

(2) Running/Walking/Biking:

- a) All excavations must be backfilled and paved or plates must be recessed and paved over flush with pavement.
- b) All pavement defects must be corrected within or adjacent to work zone.



- c) The Contractor is responsible for any defects within the immediate vicinity if DOT Street and Arterial Maintenance cannot make repairs due to project interference. (As determined by DOT).
- d) All equipment, trailers and material storage must be removed.

(3) Parades:

- a) All excavations must be backfilled and paved or plates need to be recessed and paved over flush with pavement.
- b) Formation & dispersal areas plates must be recessed and flush with pavement. (Plates must be skid resistant)
- c) All pavement defects must be corrected within or adjacent to work zone.
- d) The Contractor is responsible for any defects within the immediate vicinity if DOT Street and Arterial Maintenance cannot make repairs due to project interference. (As determined by DOT).
- e) All equipment, trailers and material storage must be removed.

(4) Mayoral:

- a) All excavations must be backfilled and paved or plates need to be recessed and paved over flush with pavement.
- b) All pavement defects must be corrected within or adjacent to work zone.
- c) The Contractor is responsible for any defects within the immediate vicinity if DOT Street and Arterial Maintenance cannot make repairs due to project interference. (As determined by DOT).
- d) All equipment, trailers and material storage must be removed.

All work for temporary restoration of the streets and sidewalks and removal thereof, if and as required for the "SPECIAL EVENT CONSTRUCTION EMBARGO" period, will be paid to the Contractor under the appropriate scheduled items. There will be no additional payment for the removal and storage of equipment, trailers and material etc., as ordered.

The Contractor is advised to acquire a copy of the latest **Special Events Schedule/Calendar** that is available at the **NYCDOT - Office of Special Events**. The Contractor is notified that the following table of parades, fairs, festivals, etc. normally occurring annually on the following time period/weekend is provided for the Contractor's information only.

First Sunday of May	TD Bank Five Borough Bike Tour
First Week of July	4 <sup>th</sup> of July Fireworks
September	NYC Century Bike Tour
October	Walk to End Hydrocephalus NYC

**F. CONTRACT ITEMS THAT INCLUDE BACKFILL AS A PART OF THEIR WORK.**

The following shall pertain to all contract items that have backfill as a part of their work: Backfilling shall comply with Subsection 4.11.3 of the Standard Specifications and no additional payment will be made for any Highway or Street Lighting work item requiring Contractor to furnish additional fill material to meet these requirements when backfilling.

**G. SCHEDULING PRESENTATION.** The Contractor shall submit construction schedule in the form of a bar chart using "Microsoft Project 2010", or in an approved equivalent program which shall be directly and fully translatable into Microsoft Project 2010 format, within seven days of the initial Pre-Construction Meeting. Each bar in the chart shall show dates the

Contractor plans to start and complete each construction activity after the initial Pre-Construction Meeting. Bar chart shall show the order and interdependence of all activities necessary to complete the work and the sequence in which activity is to be accomplished as planned by the Contractor and in accordance with all subcontractors or suppliers whose work shall be shown on the bar chart. The Contractor shall submit the bar chart for the Engineer's review and revise it, if required, until approved by the Engineer.

The Contractor shall submit weekly progress status update reports or as otherwise directed by the Engineer. The Contractor shall submit updated bar chart every month. The revised bar chart shall be made in the same form and detail as the original submittal and shall be accompanied by an explanation of the reasons for the revisions all of which shall be subject to approval by the Engineer.

H. DISPOSAL OF EXCESS EXCAVATED MATERIAL. All excess excavated material, with the exception of contaminated material, shall become the property of the Contractor and shall be properly disposed of away from the site, at the Contractor's expense. Contaminated material shall be disposed of separately in accordance with contract requirements.

I. ACCELERATED PROJECT SCHEDULE AND COMBINATION OF STAGES. Contractor shall plan and/or stage his/her work schedule using all hours/days available. Contractor is advised that all applicable unit prices shall include, for the purpose of this contract, all overtime costs, premium time costs, shift differentials required to complete construction within the specified "Time(s) of Completion" stipulated in this contract.

Contractor shall be permitted to accelerate this project, to combine stages and/or work sequences. Any such changes shall be shown in the construction schedule, to be furnished in accordance with the General Provisions of the Standard Specifications and the above "SCHEDULING PRESENTATION" Article, and shall be submitted for approval of the Engineer.

J. NO EXTENSION OF TIME FOR WINTER SHUT-DOWN. Where the Contractor's approved work schedule for installing sidewalk, curb, roadway base and/or pavement falls within the winter period of December 1st through April 1st, the Contractor will NOT be granted an extension of time for completion of this contract due to the winter shut-down period, unless otherwise provided in Schedule A.

K. PRIVATE UTILITY HARDWARE ADJUSTMENTS will be performed by the owning utility company or its agent, at its expense. The Contractor shall notify the utility company 72 hours prior to start of work at each location where its hardware requires adjustment.

L. SURVEY MONUMENTS. When working in the vicinity of survey monument the Contractor shall hand excavate per Item 8.02 A and 8.02 B at City Survey Monuments, for a distance of five (5) feet around each monument, as directed by the Engineer.

M. RESTORATION OF ADJACENT AREAS. The Contractor shall be required to remove all form work. In planting strip areas, the Contractor shall be required to restore areas damaged as a result of his operations, to the satisfaction of the Engineer, with sod. The Contractor shall also, as directed by the Engineer, make safe adjacent areas to his work, such as: restoring missing or damaged pavement markings that were removed or damaged as a result of the Contractor's operations (as per requirements of Section 6.44 in the Standard Specifications); resetting granite blocks in tree pits; and, applying asphaltic concrete mixture (Item 4.02 CB) where

badly broken sidewalk or curb may create a dangerous condition just outside his area of operation, where and when directed by the Engineer.

All restoration work shall be done to the satisfaction of the Engineer.

N. USE OF CITY WATER. The Contractor is notified that for use of City water under this project the Contractor shall be required to obtain a water use permit from the Department of Environmental Protection at the Contractor's own cost.

O. ITEM NO. "6.52 FED". The contractor is notified that wherever the Item No. "6.52 CG" and words "Crossing Guard" are used in the Contract Documents and Drawings it shall mean the Item No. "6.52 FED" and the words "Uniformed Flagperson", respectively.

P. 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 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and September 1<sup>st</sup>) 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.

Q. DPR CONSTRUCTION PERMITS . DPR Construction Permits are required for all work on parkland or on sidewalks adjacent to parks or other areas maintained by DPR.

R. 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.

S. PRICES TO INCLUDE. No direct payment will be made for costs incurred in complying with the foregoing Special Provisions, unless otherwise provided. Said costs will be deemed to have been included in the prices bid for all the scheduled contract items.



## Department of Transportation

POLLY TROTTENBERG, Commissioner

### OCMC TRAFFIC STIPULATIONS

03/05/2019

OCMC FILE NO: REC-19-074  
 CONTRACT NO: SANDR01  
 PROJECT: HYLAN BOULEVARD STREETScape IMPROVEMENTS

LOCATION(S): HYLAN BOULEVARD BETWEEN SEAVER AVENUE AND STOBE AVENUE

PERMISSION IS HEREBY GRANTED TO THE NYC DDC AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE ABOVE LOCATION(S) FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE STIPULATIONS, AS NOTED BELOW:

#### I. SPECIAL STIPULATIONS

- A. **EMBARGOES** – A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE **HOLIDAY EMBARGO** OR ANY OTHER SPECIAL EVENT EMBARGOES PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.
- B. **BIKE LANES** – IF WORK IS IN OR AFFECTING A BIKE LANE, THE PERMITTEE MUST POST ADVANCE WARNING SIGNS 350 FEET AND 200 FEET PRIOR TO THE WORK ZONE STATING "CONSTRUCTION IN BIKE LANE AHEAD PROCEED WITH CAUTION", AND ALSO POST A SIGN AT THE WORK ZONE STATING "CONSTRUCTION IN BIKE LANE PROCEED WITH CAUTION". SUCH SIGNS SHALL BE ORANGE, 3' X 3', DIAMOND-SHAPED WITH 4" BLACK LETTERING. SIGNS SHALL BE POSTED IN ACCORDANCE WITH THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- C. **BIKE SHARE STATIONS**: THE PERMITTEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT THE OPERATION OF EXISTING BIKE SHARE STATIONS WITHOUT FIRST CONTACTING NYC BIKE SHARE AT 855-245-3311 FOR THEIR REQUIREMENTS PRIOR TO COMMENCING WORK.
- D. **CITYBENCH**: THE PERMITTEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT AN EXISTING CITYBENCH WITHOUT FIRST CONTACTING NYC DOT AT 212-839-6569, OR VIA EMAIL AT [CITYBENCH@DOT.NYC.GOV](mailto:CITYBENCH@DOT.NYC.GOV) PRIOR TO COMMENCING WORK.
- E. **PROTECTION OF NYC DEP GREEN INFRASTRUCTURE**: THE PERMITTEE SHALL TAKE PRECAUTION OF NYC DEP GREEN INFRASTRUCTURE IN THE RIGHT-OF-WAY. THE PERMITTEE MUST PROTECT NYC DEP GREEN INFRASTRUCTURE DOWNSTREAM OF THE WORK OR WITHIN FIVE (5) FEET OF THE WORK AREA. THE PERMITTEE MUST EMAIL NYC DEP AT [SUSTAINABILITY@DEP.NYC.GOV](mailto:SUSTAINABILITY@DEP.NYC.GOV) FOR PROTECTION REQUIREMENTS PRIOR TO COMMENCING WORK. THE PERMITTEE IS RESPONSIBLE FOR RESTORATION OF DAMAGED NYC DEP INFRASTRUCTURE AS DIRECTED BY NYC DEP.
- F. **BUS STOPS** – THE PERMITTEE SHALL PROVIDE WRITTEN NOTICE TO NYC DOT OCMC AND NEW YORK CITY TRANSIT (NYCT) A MINIMUM OF FIVE (5) WEEKS IN ADVANCE FOR LANE/STREET CLOSURES THAT AFFECT BUS ROUTES/BUS STOPS.
- G. **STREET LIGHTS / TRAFFIC SIGNALS**: THE PERMITTEE SHALL NOT REMOVE OR RELOCATE EXISTING STREET LIGHTS OR TRAFFIC SIGNALS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT STREET LIGHTING / TRAFFIC SIGNALS UNIT.
- H. **TRAFFIC CAMERAS, DETECTION/COMMUNICATION EQUIPMENT**: IF AT ANY TIME DURING THE APPROVED WORK, THE PERMITTEE ENCOUNTERS TRAFFIC SURVEILLANCE CAMERAS, DETECTION EQUIPMENT OR ANY TYPE OF COMMUNICATION EQUIPMENT (WIRELESS OR HARD-WIRED) ON ANY NYC DOT FACILITY, THAT IS NOT INCLUDED ON THE DESIGN/BUILD DRAWINGS, THE PERMITTEE SHALL IMMEDIATELY NOTIFY NYC DOT TRAFFIC MANAGEMENT BY PHONE AT 718-433-3390 OR 718-433-3340 AND VIA EMAIL AT [TMC@DOT.NYC.GOV](mailto:TMC@DOT.NYC.GOV) AND AWAIT DIRECTION PRIOR TO CONTINUING WORK.
- I. **METERS** – THE PERMITTEE 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 PERMITTEE SHALL BE REQUIRED TO OBTAIN SEPARATE PERMITS RELATED TO TEST PITS.
- K. **TEMPORARY PARKING REGULATIONS/PAVEMENT MARKINGS** – THE PERMITTEE IS REQUIRED TO INSTALL, MAINTAIN AND REMOVE ALL NECESSARY TEMPORARY PARKING AND REGULATORY SIGNS AND PAVEMENT MARKINGS, AND RESTORE THEIR ORIGINAL CONDITION PER NYC DOT STANDARDS, PRIOR TO EXPIRATION OF THEIR PERMITS. THE PERMITTEE OR AGENCY PERFORMING PUBLIC OUTREACH SHALL POST AND MAINTAIN ADVISORY SIGNS A MINIMUM OF 48 HOURS PRIOR TO CHANGING EXISTING PARKING REGULATION SIGNS TO APPROVED TEMPORARY CONSTRUCTION PARKING REGULATION SIGNS. THE ADVISORY SIGNS SHOULD BE POSTED ON ALL POLES AND DRIVE RAILS ON THE SEGMENT AFFECTED, INDICATING THE DATE OF THE CHANGE, THE NEW REGULATIONS AND A TELEPHONE NUMBER TO OBTAIN MORE INFORMATION.
- L. **ACCESS TO ADJUTING PROPERTIES** – THE PERMITTEE SHALL COORDINATE ALL ACTIVITIES WITH ADJUTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES.
- M. **AUTHORIZED PARKING** – PRIOR TO PERFORMING WORK WHICH IMPACTS AUTHORIZED PARKING, THE PERMITTEE SHALL SUBMIT IN WRITING, AND COPY OCMC-STREETS, A REQUEST TO OCCUPY SPACE CURRENTLY USED BY AUTHORIZED VEHICLES. APPROVAL MUST BE RECEIVED FROM AUTHORIZED PARKING PRIOR TO OCCUPYING THESE AREAS.

NYC Department of Transportation  
 Bureau of Permit Management and Construction Control  
 65 Water Street - 7<sup>th</sup> Floor, New York, NY 10041  
 T: 212.839.9621 F: 212.839.8970  
[www.nyc.gov/dot](http://www.nyc.gov/dot)

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PROJECT: HYLAN BOULEVARD BETWEEN SEAVER AVENUE AND STOBE AVENUE

- N. **NOTIFICATION** – THE PERMITEE MUST AT LEAST TWO (2) WORKING DAYS BEFORE THE START OF CONSTRUCTION NOTIFY THE NYC FIRE DEPARTMENT, NYC POLICE DEPARTMENT, NYCEMS, LOCAL COMMUNITY BOARD, BOROUGH PRESIDENT'S OFFICE-CHIEF ENGINEER, NYCDOT OCMC OFFICE, AND ALL ABUTTING PROPERTY OWNERS.
- O. **CONSTRUCTION INFORMATIONAL SIGNS** – THIS PROJECT REQUIRES A CONSTRUCTION PROJECT INFORMATIONAL SIGN (CPIS) IN ACCORDANCE WITH NYCDOT HIGHWAY RULE SECTION 2-02 (4) AND (5). CRITERIA AND A PROTOTYPE FOR THIS SIGN MAY BE FOUND ON THE NYCDOT WEBSITE AT:

[HTTP://WWW.NYC.GOV/HTML/DOT/DOWNLOADS/PDF/DOT\\_CPIS\\_DIRECTIONS.PDF](http://www.nyc.gov/html/dot/downloads/pdf/dot_cpis_directions.pdf)

P. **ENHANCED MITIGATIONS**

- o **ENHANCED MITIGATIONS FOR PEDESTRIAN FLOW**, INCLUDING METAL FENCING, SHALL BE PROVIDED TO ENSURE PEDESTRIANS STAY WITHIN THEIR DESIGNATED PATH/ROUTE. PEDESTRIAN MANAGERS SHALL BE PROVIDED TO ASSIST WITH PEDESTRIANS AT THE DESIGNATED CROSSWALK AREAS.
- o **VARIABLE MESSAGE SIGNS (VMS)** SHALL BE PROVIDED FOR THIS PROJECT. **A TOTAL OF 2 VMS SHALL BE PLACED FOR THIS CONTRACT.** THE LOCATIONS AND MESSAGES SHALL BE RECOMMENDED BY NYCDOT AND THEIR CONTRACTOR A MINIMUM OF TWO (2) WEEKS PRIOR TO WORK COMMENCING, FOR OCMC REVIEW AND APPROVAL.
- o **"NO STANDING ANYTIME-TEMPORARY CONSTRUCTION" SIGNS** AND TEMPORARY PAVEMENT MARKINGS SHALL BE INSTALLED AND MAINTAINED AS WARRANTED BY THE MAINTENANCE AND PROTECTION OF TRAFFIC (MPT) REQUIRED TO FACILITATE TRAFFIC MOVEMENTS THROUGH THE WORK ZONE. ALL TEMPORARY SIGNS AND PAVEMENT MARKINGS SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.
- o **COMMUNITY OUTREACH** SHALL BE PROVIDED FOR THE DURATION OF THE PROJECT.

**II. MAINTENANCE AND PROTECTION OF TRAFFIC**

**A. HYLAN BOULEVARD BETWEEN STOBE AVENUE AND SEAVER AVENUE**

1. Work hours shall be as follows: 9:00 PM – 5:00 AM
2. During working hours, the contractor shall maintain a minimum of 2-11ft. lanes for traffic, one in each direction.
3. Flagmen must be provided to assist traffic during working hours.
4. The contractor shall maintain either 5ft sidewalk for pedestrians or 5ft. protected walkway in the roadway for pedestrians. The walkway must be ramped at each entry/exit, to & from the sidewalk for handicapped accessibility at all times.
5. The contractor must coordinate with MTA Bus Company regarding Bus lines/stops before mobilization.
6. Work cannot occur on both sides of the street simultaneously.
7. When working on bus pads, the contractor may occupy 2-11ft width of the roadway adjacent to the curb for a maximum of 3 consecutive days for concrete curing.
8. Work cannot extend more than 100ft. at a time.
9. When working on sidewalk and curb re-construction
  - a. The contractor shall maintain either 5ft sidewalk for pedestrians or 5ft. protected walkway in the roadway for pedestrians. The walkway must be ramped at each entry/exit, to & from the sidewalk for handicapped accessibility at all times.
  - b. If maintaining a pedestrian walkway in the roadway, it must meet NYCDOT specifications and be ramped at each entry and exit for handicap accessibility.
  - c. During working hours, the contractor shall occupy eleven (11) feet adjacent to the curb.
  - d. After working hours, the contractor may occupy a maximum of eight (8) feet adjacent to the curb, including any pedestrian walkway.
  - e. The contractor shall not work on opposite sidewalks/curbs simultaneously.
10. When working on roadway re-surfacing,
  - a. The contractor shall maintain a minimum of 2-11ft. lanes for traffic, one in each direction.
  - b. After working hours, the contractor shall restore the roadway to its full width.
11. After working hours, the contractor shall restore a minimum of 4-11ft. lanes for traffic, 2 in each direction..

**B. INTERSECTION OF HYLAN BOULEVARD AND STOBE AVENUE**

1. Work hours shall be as follows: 9:00 PM – 5:00 AM
2. During working hours, the contractor shall maintain a minimum of 2-11 ft. lanes for traffic, one in each direction on Hylan Boulevard with no impact on both legs of Stobe Avenue.
3. Only right turns permitted to Hylan Boulevard.

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PROJECT: HYLAN BOULEVARD BETWEEN SEAVER AVENUE AND STOBE AVENUE

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4. For left turns, vehicles must follow planned detour submitted by the contractor
5. Flagmen must be provided to assist traffic during working hours.
6. The contractor may occupy/close one crosswalk at a time.
7. Water and Sewer Installation.
  - i. Working on south segment of the intersection, the contractor may fully close the south leg of Stobe Avenue for traffic with no impact on north leg, while maintaining 3-11ft. lanes for traffic on Hylan Boulevard one for eastbound traffic and 2 for westbound traffic.
  - ii. Working on north segment of the intersection, the contractor may fully close the north leg of Stobe Avenue for traffic with no impact on the south leg, while maintaining 4-11ft. lanes for traffic on Hylan Boulevard, 2 in each direction.
8. The contractor shall apply full roadway closure and planned detour to vehicular traffic.
9. The contractor shall submit a written notice a minimum of seven (7) days prior to the full closure with planned detour for OCMC review and approval before mobilizing.
10. It will be the contractor's responsibility to inform the NYC Fire Department/EMS, NYC Police Department and local Community Board daily, in writing, including the location of the work area and the layout of the emergency access from either side of the work area. This notification shall be specific by the house number where possible. Representatives of the local NY Fire Battalion, NYC Police Department and the local Community Board shall sign such notice daily.
11. The NYC Fire Department/EMS and the NYC Police Department must have access to the local residents on the affected street segment. The work area shall include the excavated trench, equipment and stored materials necessary for the work.
12. After working hours, the contractor shall restore all travelling lanes for traffic.

#### C. INTERSECTION OF HYLAN BOULEVARD AND SEAVER AVENUE

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1. Work hours shall be as follows: 9:00 PM – 5:00 AM.
2. During working hours, the contractor shall maintain a minimum of 2-11 ft. lanes for traffic, one in each direction on Hylan Boulevard with no impact on both legs of Stobe Avenue.
3. Only right turns permitted to Hylan Boulevard.
4. Flagmen must be provided to assist traffic during working hours.
5. The contractor may occupy/close one crosswalk at a time.
6. Storm Sewer Installations and Water Mains connections/valves.
  - i. Working on Northeast segment of the intersection, the contractor shall maintain a minimum of one-10 FT. lane for southbound traffic on north leg of Seaver Avenue with no impact on south leg, and a minimum of 3-11ft. lanes on Hylan Boulevard, one lane for westbound traffic and two lanes for eastbound traffic.
  - ii. Working on northwest segment of the intersection, the contractor shall maintain a minimum of 2-10ft. for northbound/southbound traffic on north leg of Seaver Avenue with no impact on the south leg and 4-11ft. moving lanes on Hylan Boulevard, 2 in each direction.
  - iii. Working on southeast segment of the intersection, the contractor shall maintain a minimum of 2-10ft. lanes on South leg of Seaver Avenue, with no impact on north leg and maintaining a minimum of 3-11ft. lanes on Hylan Boulevard, 1 lane for eastbound traffic and 2 lanes for westbound traffic.
  - iv. Working for southwest segment of the intersection, the contractor shall maintain a minimum of one-10ft. lane for northbound traffic with no impact on the north leg and maintain a minimum of 3-11 ft. lanes, 2 lanes for westbound traffic and 1 lane for eastbound traffic.
7. The contractor shall apply for partial roadway closure where needed by detouring traffic.
8. The contractor shall submit a written notice a minimum of seven (7) days prior to the partial closure with Planned detour to OCMC review and approval before mobilizing.
9. It will be the contractor's responsibility to inform the NYC Fire Department/EMS, NYC Police Department and local Community Board daily, in writing, including the location of the work area and the layout of the emergency access from either side of the work area. This notification shall be specific by the house number where possible. Representatives of the local NY Fire Battalion, NYC Police Department and the local Community Board shall sign such notice daily.
10. The NYC Fire Department/EMS and the NYC Police Department must have access to the local residents on the affected street segment. The work area shall include the excavated trench, equipment and stored materials necessary for the work.

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PROJECT: HYLAN BOULEVARD BETWEEN SEAVER AVENUE AND STOBE AVENUE

11. After working hours, the contractor shall restore all travelling lanes for traffic.

## II. GENERAL NOTES

- A. **THIS IS NOT A PERMIT.** THIS STIPULATION SHEET MUST BE SUBMITTED WITH ALL REQUESTS FOR PERMITS PERTAINING TO THE ABOVE CONTRACT AND PRESENT AT THE WORK SITE ALONG WITH ALL ACTIVE CONSTRUCTION PERMITS WHEN THE APPROVED WORK IS BEING PERFORMED.
- B. THE PERMITTEE MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.
- C. THE PERMITTEE SHALL COMPLY WITH ALL REQUIREMENTS OF THE NYCDOT SPECIAL EVENTS UNIT AS IDENTIFIED BELOW:
1. **STREET FAIRS / FESTIVALS**
    - ALL EXCAVATIONS MUST BE PLATED WITH SKID RESISTANT PLATES.
    - PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT.
    - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
    - THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
    - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.
  2. **RUNNING / WALKING / BIKING EVENTS**
    - ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
    - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
    - THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
    - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.
  3. **PARADES**
    - ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
    - FORMATION AND DISPERSAL AREA PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT (PLATES MUST BE SKID RESISTANT).
    - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
    - THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
    - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.
  4. **MAYORAL EVENTS**
    - ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
    - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
    - THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
    - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.
- D. ALL RELOCATION WORK BY THE UTILITIES SUCH AS; CON EDISON, TELEPHONE, GAS AND CABLE COMPANIES SHALL PRECEDE THE CONTRACTORS' START OF WORK ON ALL AFFECTED ROADWAYS IN THE IMPACTED CONTRACT AREA.
- E. THE CONTRACTOR IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE CONTRACTOR MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS.
- F. THE PERMITTEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY-OWNED OR PRIVATELY OWNED, NON-PAVED, LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, WRITTEN APPROVAL FROM THE NYCDOT OCMC-HIGHWAYS IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR PUBLIC PARK, WRITTEN APPROVAL FROM THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION OR NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF ANY OTHER JURISDICTION SUCH AS PRIVATE PROPERTY, STATE, FEDERAL ETC., IT IS THE PERMITTEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.
- G. THE PERMITTEE SHALL ADHERE TO THE NYCDOT BUREAU OF BRIDGES' SPECIAL PROVISIONS FOR LANDSCAPE PROTECTION, MAINTENANCE AND RESTORATION, ITEMS 1.18.15 THROUGH 1.18.19, WHENEVER AND WHEREVER ANY OF THE PERMITTEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT - OF - WAY.
- H. NO DEVIATION OR DEPARTURE FROM THESE STIPULATIONS WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE OCMC-STREETS. REQUEST FOR SUCH MODIFICATIONS SHALL BE SUBMITTED TO THE OFFICE OF THE OCMC-STREETS, NEW YORK CITY DEPARTMENT OF TRANSPORTATION, A MINIMUM OF TWENTY (20) DAYS IN ADVANCE FOR CONSIDERATION.

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PROJECT: Hylan Boulevard Between Seaver Avenue and Stobe Avenue

- I. FOR ANY CONSTRUCTION ACTIVITY RESULTING IN THE FULL CLOSURE OF A ROADWAY FOR MORE THAN 180 CONSECUTIVE CALENDAR DAYS, THE CONTRACTOR MUST PRODUCE AND SUBMIT A COMMUNITY REASSESSMENT, IMPACT AND AMELIORATION (CRIA) STATEMENT TO NYCDOT PLANNING AND OBTAIN THEIR APPROVAL BEFORE APPLYING FOR PERMITS, IN COMPLIANCE WITH THE PROVISIONS OF LOCAL LAW 24 STREET CLOSURE LAW.
- J. FOR THIS PROJECT THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL NECESSARY ADVANCE WARNING AND DETOUR SIGNS, TEMPORARY CONTROL DEVICES, BARRICADES, LIGHTS AND FLASHING ARROW BOARDS IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," THE TYPICAL SCHEMES INCLUDED IN THIS SPECIFICATION; AND AS ORDERED BY THE ENGINEER-IN-CHARGE AND THE OCMC-STREETS.
- K. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING HIS CONSTRUCTION SIGNAGE. THE IDENTIFICATION SHALL INCLUDE THE CONTRACTOR'S NAME, SPONSORING AGENCY NAME AND THE CONTRACT NUMBER. THE IDENTIFICATION SHALL BE PLACED ON THE BACK OF THE SIGN. THE LETTERING SHALL BE THREE (3) INCHES HIGH.
- L. THE OCMC-STREETS RESERVES THE RIGHT TO VOID OR MODIFY THESE STIPULATIONS SHOULD CONSTRUCTION FAIL TO COMMENCE WITHIN TWO (2) YEARS OF THE SIGNED DATE OF THESE STIPULATIONS.



**GARY SMALLS**  
DIRECTOR  
OCMC-STREETS



**HEBA GUIREUIS**  
PROJECT MANAGER  
OCMC-STREETS



GOSR - PAGES:

**GOVERNOR'S OFFICE OF STORM  
RECOVERY PROJECTS**

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# GOVERNOR'S OFFICE OF STORM RECOVERY ("GOSR") 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 exhibits listed below, and included in this ATTACHMENT are made a part of this contract documents, and the Contractor will be responsible for compliance with all the provisions contained therein:

- 1) EXHIBIT E SUPPLEMENTARY CONDITIONS FOR CONTRACTS
- 2) GOSR PROJECT SIGN REQUIREMENTS
- 3) SECTION 3 POLICY REQUIREMENTS AND CONTRACTOR PLAN
- 4) DAVIS-BACON WAGE RATES

2. Amendments to the NYC Department of Transportation Standard Highway Specifications,

Volume I, General Conditions:

- i) Refer to Pages 36 through 38, Article 1.06.46. Project Sign;  
Add the following text to the end of Article 1.06.46:

“(B) ADDITIONAL GOSR PROJECT SIGN:

In addition to the Project Sign specified in Subsection 1.06.46.(A), above, the Contractor shall also be required to furnish and install an GOSR Project Sign.

The GOSR Project Sign (see attachments) shall be posted and maintained upon in conformance with the attached “NY RISING COMMUNITY RECONSTRUCTION PROGRAM PROJECT SIGN REQUIREMENTS”. The Contractor shall protect and repair the sign from damage during the continuance of work under the Contract. In addition, the requirements for Sign Quality, Schedule, and Removal as specified under Subsection 1.06.46.(A)2, 3, and 4 shall also apply to the GOSR Project Sign and the sign panel material etc., must conform to requirement of the above attached specifications with sample sign.

**( NO TEXT ON THIS PAGE )**

**EXHIBIT E**

**SUPPLEMENTARY CONDITIONS FOR CONTRACTS**

## DEFINITIONS

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“GOSR”: Governor’s Office of Storm Recovery and its successors and assigns, as well as the Housing Trust Fund Corporation and its successors and assigns, and its parent entities and their successors and assigns.

“Subrecipient”: \_\_\_\_\_

“Contractor”: \_\_\_\_\_

When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor’s direct or indirect subcontractors), references herein to “Subrecipient” shall be deemed to refer to the party seeking products and/or services, and references to “Contractor” shall be deemed to refer to the party providing products and/or services, and references to the “Agreement” or “Contract” or “contract” shall be deemed to refer to the agreement between such subcontracting parties.

## ORDER OF PRECEDENCE

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In the event of a conflict between the terms of these Supplementary Conditions and the terms of the remainder of the contract (including any other attachments thereto and amendments thereof), the terms of these Supplementary Conditions shall control.

In the event of a conflict among the requirements found in these Supplementary Conditions, which conflict would make it impossible to comply with all of the requirements set forth herein, the provisions shall be applied with the following priority:

- (1) Part I: Required Federal Provisions; then
- (2) Part II: Required State Provisions;

and the remaining requirements shall be interpreted in a manner so as to allow for the terms contained therein to remain valid and consistent with such superseding provisions. If any provision of these Supplementary Conditions relates to a matter embraced by another provision(s) of these Supplementary Conditions, but is not in conflict therewith, all such provisions shall apply. Any question as to which requirements control in a particular instance which cannot be resolved by Contractor and Subrecipient shall be submitted in writing (indicating the issue and the applicable provisions) by Subrecipient to GOSR, which shall decide the applicable question.

## PART I: REQUIRED FEDERAL PROVISIONS

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The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development ("HUD").

### GENERAL CONDITIONS

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
2. **STATUTORY AND REGULATORY COMPLIANCE.** Contractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.
3. **BREACH OF CONTRACT TERMS.** The Subrecipient and GOSR reserve their rights to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
4. **REPORTING REQUIREMENTS.** The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Subrecipient and GOSR. The Contractor shall cooperate with all Subrecipient and GOSR efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 CFR Part 200 and 24 C.F.R. § 570.507.
5. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government, GOSR, and the Subrecipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

6. **DEBARMENT, SUSPENSION, AND INELIGIBILITY.** The Contractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 2424. The Contractor shall notify the Subrecipient and GOSR should it or any of its subcontractors become debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 2424.

7. **CONFLICTS OF INTEREST.** The Contractor shall notify the Subrecipient as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as described in 2 CFR Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the Subrecipient is able to assess such actual or potential conflict. The Contractor shall provide the Subrecipient any additional information necessary for the Subrecipient to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the Subrecipient, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by GOSR, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

8. **SUBCONTRACTING.** The Contractor represents to the Subrecipient that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Contractor will include these Required Federal Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

9. **ASSIGNABILITY.** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Subrecipient.

10. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the Subrecipient, GOSR, and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor in the performance of the services called for in this contract.

11. **TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000).** Unless otherwise provided in the Agreement, if, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Subrecipient shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Subrecipient, become the Subrecipient's property

and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Subrecipient for damages sustained by the Subrecipient by virtue of any breach of the contract by the Contractor, and the Subrecipient may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Subrecipient from the Contractor is determined.

**12. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000).**

Unless otherwise provided in the Agreement, the Subrecipient may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Subrecipient as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

**13. LOBBYING (Applicable to contracts exceeding \$100,000).** The Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an 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, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this certification 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 subrecipients shall certify and disclose accordingly.

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.

**14. BONDING REQUIREMENTS (Applicable to construction and facility improvement contracts exceeding \$100,000).** The Contractor shall comply with New York State bonding requirements, unless they have not been approved by HUD, in which case the Contractor shall comply with the following minimum bonding requirements:



- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.
- C. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**15. ACCESS TO RECORDS.** The Subrecipient, GOSR, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

**16. MAINTENANCE/RETENTION OF RECORDS.** All records connected with this contract will be maintained in a central location and will be maintained for a period of at least four (4) years following the date of final payment and close-out of all pending matters related to this contract, provided that Section 1 of the Required State Provisions herein is also satisfied.

### **CIVIL RIGHTS AND DIVERSITY PROVISIONS**

**17. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.** The Contractor will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 2 CFR Part 200. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the contract. As used in these Required Federal Provisions, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- 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 business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, 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.

**18. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063.** The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the Program assisted hereunder, will not itself so discriminate.

**19. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

**20. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990.** The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations

The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance from HUD.

**21. AGE DISCRIMINATION ACT OF 1975.** The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

**22. NONDISCRIMINATION.**

The Contractor shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable. The Contractor shall comply with all other federal statutory and constitutional non-discrimination provisions. During the performance of this contract, the Contractor agrees as follows:

- A. 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.
- B. 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.
- C. 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.

- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) 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.

With respect to construction contracts and subcontracts exceeding \$10,000, The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 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, 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).

**23. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000).** The Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the nondiscrimination clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the nondiscrimination clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

**24. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000).** The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

1. Recruitment, advertising, and job application procedures;
2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
3. Rates of pay or any other form of compensation and changes in compensation;
4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
5. Leaves of absence, sick leave, or any other leave;
6. Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

8. Activities sponsored by the Contractor including social or recreational programs; and
  9. Any other term, condition, or privilege of employment.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- E. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, 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 Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**25. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (Applicable to contracts exceeding \$100,000 in value for housing construction, rehabilitation, or other public construction).**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

H. Irrespective of any applicable federal reporting requirements as noted in the statutory language above or otherwise, Contractor shall submit quarterly reports along with any supporting documentation, in a form acceptable to Subrecipient, of its Section 3 compliance efforts to Subrecipient. Contractor may be required to consolidate all reports received from subcontractors and lower-tiered subcontractors into a single report or several reports as reasonably requested by Subrecipient. Notwithstanding the provision of such reports and supporting documentation, Contractor shall maintain copies of all reports and supporting documents as set forth in these Supplementary Conditions.

**26. FAIR HOUSING ACT.** Contractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. Contractor shall comply with the provisions of the Equal Opportunity in Housing Act, which prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with federal funds.

### **LABOR PROVISIONS**

**27. COPELAND "ANTI-KICKBACK" ACT (Applicable to all construction or repair contracts).** Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

**28. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers).** The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations

issued pursuant to that act and with other applicable federal laws and regulations pertaining to labor standards.

**29. DAVIS-BACON ACT AND OTHER LABOR COMPLIANCE (Applicable to construction contracts exceeding \$2,000 when required by federal program legislation).**

The Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5), and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as they apply to the performance of this agreement. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at [http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_12586.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12586.pdf).

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the Federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Subrecipient and GOSR for review upon request.

If Contractor is engaged under a contract in excess of \$2,000 for construction, renovation, or repair work financed in whole or in part with assistance provided by GOSR, Contractor agrees, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, to comply and to cause all subcontractors engaged under such contracts to comply with federal requirements adopted by GOSR pertaining to such contracts and with the applicable requirements of the Department of Labor under 29 C.F.R. Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is to relieve Contractor of its obligation, if any, to require payment of the higher wage. Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

**ENVIRONMENTAL PROVISIONS**

**30. ENERGY EFFICIENCY.** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

**31. SOLID WASTE DISPOSAL.** Pursuant to 2 CFR § 200.322, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable,

consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**32. CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS.**

The Contractor and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of this Agreement as any of the following may hereinafter be amended, superseded, replaced, or modified:

- A. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 C.F.R., 1977 Comp., p. 117, as interpreted at 24 C.F.R. Part 55), and Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961, 3 C.F.R., 1977 Comp., p. 121);
- B. Coastal Zone Management Act of 1972, as amended (16 U.S.C. § 1451 *et seq.*);
- C. Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. § 349, as amended), and EPA regulations for Sole Source Aquifers (40 C.F.R. Part 149);
- D. Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*);
- E. Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);
- F. Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*);
- G. EPA regulations for Determining Conformity of Federal Actions to State or Federal Implementation Plans (40 C.F.R. Parts 6, 51, and 93);
- H. Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201 *et seq.*), and USDA regulations at 7 C.F.R. Part 658;
- I. HUD criteria and standards at 24 C.F.R. Part 51;
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 C.F.R., 1994 Comp. p. 859);
- K. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001-4128);
- L. National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a);
- M. Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. § 3501);

- N. Runway Clear Zone regulations (24 C.F.R. Part 51);
- O. Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, *et seq.*), commonly known as the Clean Water Act, and all regulations and guidelines issued thereunder;
- P. Environmental Protection Agency ("EPA") regulations at 40 C.F.R. Part 50, as amended;
- Q. HUD regulations at 24 C.F.R. Part 51, Subpart B, and New York State and local laws, regulations, and ordinances related to noise abatement and control, as applicable;
- R. HUD regulations at 24 C.F.R. Part 51 Subpart C regarding siting of projects near hazardous operations handling conventional fuels or chemicals of an explosive or flammable nature;
- S. HUD and EPA regulations related to asbestos-containing material and lead-based paint, including but not limited to Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York Department of Labor (12 NYCRR 56), the National Emission Standard for Asbestos (40 C.F.R. § 61.145), the National Emission Standard for Asbestos (40 C.F.R. § 61.150), and 24 C.F.R. Part 35 Subparts B, H, and J; and
- T. All other applicable environmental laws that may exist now or in the future.

Further, Contractor shall abide by any conditions or requirements set forth in any environmental review performed pursuant to 24 C.F.R. Part 58, which are HUD's regulations for Responsible Entities implementing the National Environmental Policy Act.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Subrecipient, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the EPA pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.



D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

## PART II: REQUIRED STATE PROVISIONS

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The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "Contract") agree to be bound by the following clauses which are hereby made a part of the Contract.

1. **ACCOUNTING RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of work done for the Subrecipient under this Contract (hereinafter, collectively, "the Records") consistent with generally accepted bookkeeping practices. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter, provided that Section 16 of the Required Federal Provisions herein is also satisfied. The Subrecipient, GOSR, and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Subrecipient and GOSR shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Subrecipient and GOSR, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Subrecipient's or GOSR's right to discovery in any pending or future litigation.

2. **NON-ASSIGNABILITY.** This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent in writing of the Subrecipient and GOSR, and any attempts to assign the Contract without such written consent are null and void. However, this Contract shall be binding upon and inure to the benefit of the Subrecipient and GOSR, and their successors and assigns.

3. **INDEMNITY.** The Contractor shall indemnify and hold New York State and the Housing Trust Fund Corporation and their employees, officers, Members and Directors (collectively, the "Indemnities") harmless from and against all claims, demands, liability, loss, cost, damage or expense, including attorney's fees, which may be incurred by the Indemnities because of negligence or malfeasance on the part of the Contractor arising out of this Contract.

4. **NON-DISCRIMINATION.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status, domestic violence victim status, pregnancy, religious practice, presence of a service animal, or criminal conviction. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section

239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

If directed to do so by the State Commissioner of Human Rights ("Commissioner"), the Contractor will send to each labor union to which the Contractor is bound a notice provided by the Commissioner advising of this provision. The Contractor will keep posted in conspicuous places notices of the Commissioner regarding laws against discrimination. The Contractor will state in all advertisements for employees that all qualified applicants will be afforded equal opportunities without discrimination because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

If the Contractor has fifteen or more employees, it is an unlawful employment practice for the Contractor to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to the individual's compensation, terms, conditions, or privileges of employment, or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect an individual's status as an employee, because of such individual's race, color, religion, sex, or national origin, or because an individual opposed any practice made unlawful by Title VII of the Civil Rights Act of 1964, as amended, or because he or she made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under that Title, and that it shall be an unlawful employment practice to print or publish or cause to be printed or published any notice or advertisement relating to employment indicating any preference, limitation, specification, or discrimination on the basis of race, color, religion, sex, or national origin.

If the Contractor has fifteen or more employees, the Contractor: (1) will make and keep such records relevant to the determinations of whether unlawful employment practices have been or are being committed; (2) will preserve such records for such periods as the Equal Employment Opportunity Commission ("EEOC") shall prescribe by regulation; (3) will make such reports therefrom as the EEOC shall prescribe by regulation or order; (4) must post and keep posted in conspicuous places upon its premises where notices to employees and applicants for employment are customarily posted a notice prepared or approved by the EEOC setting forth excerpts from, or summaries of, pertinent provisions of Title VII of the Civil Rights Act of 1964, as amended, and information pertinent to the filing of a complaint.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will comply with all non-discriminatory employment practices, will furnish all information deemed necessary by the Commissioner, and will permit the Commissioner access to its records to ascertain compliance. The Contractor will bind all subcontractors hired to perform services in connection with this Contract to the requirements of this section, take such

action for enforcement as the Commissioner may direct, and notify the Commissioner if such action results in litigation. This Contract may be terminated by Subrecipient upon the Commissioner's finding of non-compliance with this section, and the Contractor may be declared ineligible for future contracts with an agency of the state or a public authority until the Contractor satisfies the Commissioner of compliance.

**5. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby the Agency or Agencies, is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Agency or Agencies, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

- A. The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Subrecipient's contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- B. At the request of the Subrecipient or GOSR, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- C. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of this Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of A through C above in every subcontract. Section 312 does not apply to: (i) work, goods or services unrelated to this Contract; or (ii) employment outside New York State. Subrecipient and GOSR shall consider compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Subrecipient and GOSR shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, Subrecipient and GOSR shall waive the applicability of Section 312 to the extent of such duplication or conflict.

Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**6. OPPORTUNITIES FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES.** Contractor shall make a good faith effort to solicit active participation by enterprises identified in the New York State Minority and Women-Owned Business Enterprises Directory of Certified Firms in order to promote Subrecipient's obligation to make good-faith efforts to promote and assist the participation of certified M/WBEs through the use of contractors and their subcontractors in an amount equal to fifteen percent (15%) minority-owned business enterprises ("MBE") and fifteen percent (15%) women-owned business enterprises ("WBE").

Contractor agrees to be bound by the provisions of Section 316 of Article 15-A of the Executive Law, which pertain to enforcement of Article 15-A.

**7. PROPRIETARY INFORMATION.** All memoranda, analyses, spreadsheets and other pertinent documents or writings, including reports and financial statements developed or prepared by, or for, the Contractor in connection with the performance of this Contract are "Proprietary Information" and shall be, and remain, the property of the Subrecipient. All original documents constituting Proprietary Information shall be delivered to the Subrecipient by the Contractor, or any subcontractor, or any other person possessing them, upon the termination of this Contract or upon the earlier request of the Subrecipient, except that the Contractor may retain copies for its files. Proprietary Information may not be utilized, disclosed or otherwise made available to other persons by the Contractor without the prior written approval of the Subrecipient. The provisions of this section shall be in addition to, and not in derogation of, any duty imposed upon the Contractor by any law, regulation or rule governing professional conduct respecting confidentiality.

**8. COPYRIGHT.** If this Agreement results in any copyrightable material or inventions, the Subrecipient, GOSR, and/or HUD reserve the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes. This clause shall survive indefinitely the termination of this Agreement for any reason.

**9. ENVIRONMENTAL LAWS.** Contractor shall comply with any and all applicable New York State and local environmental laws, including all permits and approvals issued thereunder. Additionally, Contractor shall comply with any and all conditions or requirements set forth in an environmental review performed pursuant to the State Environmental Quality Review Act.

**10. SECTION HEADINGS.** The caption of sections in this Contract are inserted solely for convenience of reference and are not intended to define, limit, or describe the scope of this Contract or any provision hereof or to otherwise affect this Contract in any way. The section headings shall not be considered in any way in construing this Contract.

11. **COUNTERPARTS.** This Contract may be executed in any number of counterparts. Each such counterpart shall be deemed to be a duplicate original. All such counterparts shall constitute but one and the same instrument.

12. **GOVERNING LAW.** This Contract has been executed and delivered in, and shall be construed and enforced in accordance with the laws of, the State of New York. In the event of conflict between New York State law and federal laws and regulations, the latter shall prevail.

13. **WORKERS' COMPENSATION.** This Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

14. **NO ARBITRATION.** Disputes involving this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

15. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), the Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service of process hereunder shall be complete upon the Contractor's actual receipt of process or upon the Subrecipient's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify the Subrecipient, in writing, of each and every change of address to which service of process can be made. Service of process by the Subrecipient to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

16. **NON-COLLUSIVE BIDDING CERTIFICATION.** If this Contract was awarded based upon the submission of a bid or proposal, the Contractor affirms, under penalty of perjury, that the prices in its bid or proposal were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, or as to any matter relating to such prices with any other Contractor or with any competitor.

17. **LOBBYING REFORM LAW DISCLOSURE.** If the procurement of the goods or services provided herein were applicable to Lobbying Reform Law Disclosure as pursuant to State Finance Law §§139-j and 139-k, the Subrecipient reserves the right to terminate this Contract in the event it is found that the certification filed by the Offerer/Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Subrecipient may exercise their termination right by providing written notification to the Contractor.

18. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York

State Finance Law), and shall permit independent monitoring of compliance with such principles.

**19. GENERAL RESPONSIBILITY LANGUAGE.** The Contractor shall at all times during Contract term remain responsible. The Contractor agrees, if requested by Subrecipient or GOSR, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

For purposes of this Agreement, Contractor responsibility generally means that the Contractor has the integrity to justify the award of public dollars and the capacity to perform the requirements of this Contract fully. In connection herewith, to the extent that the Subrecipient may make certain determinations with respect to Contractor responsibility, wherein the Subrecipient determines whether it has reasonable assurances that a Contractor is responsible, is an important part of the procurement process, promoting fairness in contracting, mitigating contract issues, and protecting the Contractor and the Subrecipient against failed contracts. In making such a responsibility determination, the Subrecipient shall evaluate the Contractor's responsibility with respect to four factors: (i) financial and organizational capacity; (ii) legal authority to do business in New York State; (iii) integrity; and (iv) previous performance.

**20. SUSPENSION OF WORK (for Non-Responsibility).** The Subrecipient reserves the right to suspend any or all activities under this Contract, at any time, when the Subrecipient discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Subrecipient issues a written notice authorizing a resumption of performance under the Contract.

**21. TERMINATION (for Non-Responsibility).** Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Subrecipient staff, the Contract may be terminated by the Subrecipient at the Contractor's expense where the Contractor is determined by the Subrecipient to be non-responsible. In such event, the Subrecipient may complete the contractual requirements in any manner they deem advisable and pursue available legal or equitable remedies for breach.

**22. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/reggs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Subrecipient.

During the term of the Contract, should the Subrecipient receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Subrecipient will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Subrecipient shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The Subrecipient reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.



**PART III: INSURANCE**

A. Unless otherwise directed by GOSR, Contractor shall procure and maintain without interruption, at its sole cost and expense, during the term of this Agreement (or any extensions thereof) and for a period of two years thereafter, insurance of the type, and with limits and deductibles, as follows:

- a. Commercial General Liability Insurance and Excess Liability Insurance. Providing both bodily injury (including death) and property damage insurance with limits in the aggregate and per occurrence in accordance with the following table:

Contract Type	Contract Value	Each Occurrence	General Aggregate
Services	Any	\$1,000,000	\$2,000,000
Construction	< \$10 million	\$2,000,000	\$2,000,000
	\$10M - \$50M	\$5,000,000	\$5,000,000
	> \$50 million	\$10,000,000	\$10,000,000

Such insurance is to be written on an occurrence basis with defense outside of limits. New York State, the New York State Housing Trust Fund Corporation, and the Subrecipient shall each be named as an additional insured. For construction contracts, the minimum required level of insurance may be provided through a combination of commercial general liability and umbrella and/or excess liability policies.

- b. Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.
- c. Professional Liability. If the Contractor is engaged in providing professional services under this Agreement, professional errors and omissions coverage with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. If the Contractor is not engaged in providing professional services under this Agreement, this professional errors and omissions coverage is not required.
- d. Worker's Compensation. Covering workers' compensation and employers' liability and disability benefits as required by the State of New York.
- B. In addition to the foregoing, Contractor and any subcontractors shall procure and maintain any and all insurance which is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order or other legal requirement.
- C. All insurance shall be primary and non-contributory and shall waive subrogation against GOSR and the Subrecipient and all of either of their former, current, or future officers,

directors, and employees. No deductible of more than \$50,000 shall be permitted without advance written approval by GOSR, which GOSR may withhold, condition or deny in its sole and exclusive discretion.

- D. The Contractor shall provide Certificates of Insurance to GOSR and the Subrecipient prior to the commencement of work and shall provide full and complete copies of the actual policies and all endorsements upon request. Subcontractors under this Agreement shall be required to maintain insurance meeting all of the requirements set forth in Section A above for items a-d; provided that, for purposes of item a, the "Contract Value" is the value of the subcontract. Contractor shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Contractor given its normal course of business for subcontracts for similar work or services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar work or services to those anticipated hereunder.
- E. If the above insurance requirements are potentially excessive because they exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to, waive, decrease, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to waive, decrease, alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no waiver, decrease, alteration or amendment shall be made except as approved in advance and in writing by GOSR.
- F. If the above insurance requirements are potentially inadequate because they do not meet or exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to increase, supplement, expand, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to increase, supplement, expand, or otherwise alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no increase, supplement, expansion or other alteration or amendment shall be made except in an amendment to this Agreement, as approved in advance and in writing by GOSR.

## PART IV: REPORTING

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**Elation Systems, Inc.** is a provider of cloud-based diversity and labor compliance reporting and management services. The Governor's Office of Storm Recovery (GOSR) has adopted this web-based compliance management system to help all of its Contractors, Subrecipients, and Subrecipient's Contractors receiving federal funds to adhere to Labor Compliance (Davis-Bacon), Minority and Women Owned Business (MWBE) and Section 3 reporting requirements.

Contractors, Subrecipients, and Subrecipient's Contractors must comply with instructions from GOSR on how and when to meet all reporting requirements, and how to utilize Elation to satisfy those requirements.

To this end, all Contractors, Subrecipients, and Subrecipient's Contractors must register with Elation Systems and attend an online training on the use of this tool. GOSR offers a series of virtual training events. GOSR requires all parties receiving federal funds through GOSR programs to use the Elation Systems application to make reporting requirements easier, faster and simpler to complete.

Prior to participating in training, it is necessary to create an Elation account. An account may be created at <https://www.elationsys.com/app/Registration>.

Questions related to reporting requirements should be directed to GOSR's Monitoring and Compliance team at [stormrecovery.dl.gosr-monitoring&compliance@stormrecovery.ny.gov](mailto:stormrecovery.dl.gosr-monitoring&compliance@stormrecovery.ny.gov).



## NY RISING COMMUNITY RECONSTRUCTION PROGRAM PROJECT SIGN REQUIREMENTS

All projects funded through GOSR are required to have a weatherproof outdoor project sign. The expense associated with meeting this requirement is an eligible expense and may be charged as a construction or an administrative expense. Specifications for project signs should conform to the following.

### A. Sign Specifications

#### Installation

1. Install sign at the site within one week of the start of construction.
2. Erect sign in a prominent location, secure from vandalism.

#### Materials

1. Signboard: 4' X 8', 3/4" plywood, MDO B-B EXT-APA.
2. Primer: As recommended by finish coat manufacturer for the substrate and finish material.
3. Lettering and striping shall be uniform with sharp, neat profiles.
4. "Optional Information" included on sign shall be visually subordinate to other information provided.
5. Supports: Treated D.F. posts.

#### Maintenance and Removal

1. Maintain the sign plumb and level for the duration of the work.
2. The sign must be removed from the property 60 days after final payment or project completion, whichever is later.

### B. Sign Design

The sign design layout must follow the sample layout shown below.

### C. Sign Placement

1. With respect to placement, traffic control signs, regulatory, warning, and guide signs have a higher priority than GOSR signage.
2. In no case shall these signs be placed such that they obscure road users' view of other traffic control devices.
3. GOSR signs should be placed where they can be easily identified with the corresponding projects.
4. If the placement of GOSR signs conflicts with newly installed higher priority signs, or traffic signals, or temporary traffic control devices, or other priority devices, the sign should be relocated.
5. Due to public safety concerns, GOSR signs should not be allowed at the following locations:
  - On the front, back, adjacent to or around any traffic control device, including traffic signs, signals, changeable message signs, traffic control device posts or structures, or bridge piers.
  - At key decision points where a driver's attention is more appropriately focused on traffic control devices, roadway geometry, or traffic conditions. These locations include, but are not limited to exit and entrance ramps, intersections controlled by traffic signals or by stop or yield signs, highway-rail grade crossings, and areas of limited sight distance.

# PUMP STATION • VILLAGE OF BAYVILLE, NY

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Governor Andrew M. Cuomo  
State of New York  
Governor's Office of Storm Recovery

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Governor's Office of  
Storm Recovery



Insert Subrecipient Information here

For more information on this project, please visit [www.stormrecovery.ny.gov](http://www.stormrecovery.ny.gov)



This project is made possible by a grant from the State's Housing Trust Fund Corporation, funded by the U.S. Department of Housing and Urban Development Community Development Block Grant Disaster Recovery (CDBG-DR) Program





**Governor's Office of  
Storm Recovery**

**ANDREW M. CUOMO**  
Governor

# Section 3 Policy Requirements and Contractor Plan

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## **PART I. SECTION 3 GOALS AND REQUIREMENTS**

Section 3 goals apply to subrecipients, contractors, and subcontractors. The subrecipient will perform outreach efforts along with the Prime Contractor ("Contractor"), and will ensure compliance with the Section 3 Greatest Extent Feasible goals as described below. The Contractor will submit *PART II. SECTION 3 PLAN FOR CONTRACTORS* to document efforts and utilization for Section 3 Business Concerns and Residents. The Contractor should ensure that any subcontractors who are hiring new employees or procuring sub-subcontractors should perform outreach to the Greatest Extent Feasible.

### **Section 3 Goal: New Hires**

This goal applies to contract awards of \$100,000 or more in connection with a Section 3 eligible project.

Contractor will, to the greatest extent feasible, strive to comply with the following goal:

- Thirty percent (30%) of the aggregate number of new hires for the project shall be Section 3 residents

A Section 3 Resident is a public housing resident, low and very-low income person (as defined by HUD) who lives in the metropolitan area or non-metropolitan county where a HUD-assisted project for housing or community development is located.

If Contractor does not meet the Section 3 goal for new hires, Subrecipient and Contractor must demonstrate why meeting the goal was not feasible.

### **Section 3 Goals: Business Concerns**

These goals apply to contract awards of \$100,000 or more in connection with a Section 3 eligible project. Contractor will, to the greatest extent feasible, strive to comply with the following goals:

- Ten percent (10%) of the total dollar amount of all covered construction contracts shall be awarded to Section 3 business concerns<sup>1</sup>
- Three percent (3%) of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3 business concerns.<sup>2</sup>

Section 3 Business Concerns are businesses that can provide evidence that they meet one of the following criteria:

- a) Business is 51 percent or more owned by Section 3 residents; or
- b) At least 30 percent of business' full-time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or

Business provides evidence of commitment to sub-subcontract in excess of 25 percent of the dollar award of its subcontract to business concerns that meet the qualifications in the above two clauses a and b.

If Contractor does not meet the Section 3 goals for business concerns, Subrecipient and Contractor must demonstrate why meeting the goals was not feasible.

Contractors are not required to hire or enter into contracts with unqualified Section 3 Residents or Business Concerns simply to meet the Section 3 goals, as anyone selected for contracting or employment opportunities must meet the qualifications for the job/contract being sought. However, contractors must document their outreach efforts and, to the greatest extent feasible (GEF), attempt to source qualified Section 3 residents and business concerns to meet the goal. If the expenditure of funding for an otherwise covered project and activity does not result in new employment, contracting, or training opportunities, reporting is still required.

### **Evidence of Section 3 Certification**

Contractor should provide the Section 3 Employee Self-Affirmation Form to employees who may qualify as Section 3 Residents. Section 3 Employee Self-Affirmation Forms and other documentation should be maintained by the Subrecipient, Contractor, and/or Subcontractor as applicable.

Businesses can self-certify as Section 3 Business Concerns by completing the HUD Section 3 Business Registry (<https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>). The business seeking Section 3 status must be able to provide adequate documentation as evidence of meeting the criteria for Section 3 Business Concerns listed above.

### **Documenting Greatest Extent Feasible Efforts**

Contractors that fail to meet the minimum numerical goals bear the burden of demonstrating why it was not possible to do so. Such justifications should describe the efforts that were taken, barriers encountered, and other relevant information that will enable making a compliance determination. Contractors that submit Section 3 Plans containing all zeroes, without a sufficient explanation to justify their submission, are in noncompliance with the requirements of Section 3.

If Contractor does not meet the Section 3 goals, the Contractor shall submit copies of supporting documentation to show efforts were made to comply with Section 3 to the greatest extent feasible, including but not limited to the following:

- Reporting summary with metrics of strategies selected,
- A narrative that ties in all good faith effort components,
- Maintain a database of supporting raw data detailing outreach efforts, responses, and results

**The Contractor may use GOSR's Section 3 GEF efforts documentation spreadsheet, or may record this information in another format. Backup documentation should be included as well.**

### **Greatest Extent Feasible Efforts Examples**

#### **Efforts for Section 3 Residents**

1. Recruit Section 3 Residents for open positions
  - i. Notify Section 3 coordinator of any current or future open positions.
  - ii. Advertise employment and training positions in the project service area or neighborhood by distributing flyers or publishing advertisements in local papers or community publications. Advertisements should note that this is a Section 3 eligible project.
  - i. Contact local organizations and request their assistance in notifying Section 3 Residents of the positions to be filled. Organizations include educational institutions, housing developments, community organizations, state-local agencies, probation-parole agencies, and unemployment compensation programs.
  - ii. Sponsor a job fair or informational meeting. Coordinate with local organizations.
  - iii. Employ a job coordinator or consult with local employment service providers to match eligible and qualified Section 3 Residents with open positions.
  - iv. Maintain file of eligible, interested applicants.
2. Utilize Apprenticeship Programs to Hire Section 3 Residents
  - i. Many apprentices may qualify as Section 3 Residents based on their income levels. Contractors should encourage all apprentices to fill out the Section 3 Self-Certification Form. Strategies for hiring apprentices include creating an apprenticeship program, or hiring from existing apprenticeship programs.



### Efforts for Section 3 Business Concerns

1. Contact business assistance agencies, minority contracting associations and community organizations to inform them of opportunities and seek assistance in identifying eligible businesses.
2. Advertise contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
3. Where appropriate, break out contract work items into economically feasible units to facilitate participation by Section 3 Business Concerns.
4. Use the HUD Section 3 Businesses Registry (<https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness>) to search for Section 3 Business Concerns. Reach out to all applicable Section 3 Business Concerns directly with potential subcontracting opportunities.
5. Maintain a log of all contacts with Section 3 Business Concerns and develop a relationship with these firms in case opportunities develop over the life of the contract.
6. Create an account on GOSR's Opportunity Portal (<https://www.nystormrecoveryopps.ny.gov>) and advertise subcontracting opportunities for Section 3 Business Concerns.
7. Create an account on the NYS Contract Reporter system (<https://www.nyscr.ny.gov>) and advertise subcontracting opportunities for Section 3 Business Concerns.
8. After all M/WBEs have been identified for utilization on the project, determine if these M/WBE firms also qualify as Section 3 Business Concerns. Request that the subs fill out the Certification for Businesses Seeking Identification as Section 3 and that their employees fill out the Certification for Individuals Seeking Identification as Section 3 Business Concerns.

### Section 3 Reporting & Training

The Governor's Office of Storm Recovery (GOSR) utilizes Elation Systems, a web-based compliance management system, to help all its Contractors and Subrecipients receiving Federal CDBG-DR funds to adhere to Labor Compliance (Davis-Bacon), Minority and Women Owned Business (MWBE) and Section 3 Federal reporting requirements.

Contractor will participate in at least one of GOSR's *free virtual training sessions* per the following schedule. Contractor will register for an Elation Systems account prior to training.

#### WEBINARS

**2019 Dates for Contractors/Subcontractors:** Jan 9, Feb 6, Mar 6, Apr 3, May 1, Jun 5, Jul 10, Aug 7, Sep 4, Oct 2, Nov 6

*All webinars are live @ 11am EST*

<https://zoom.us/webinar/register/1d5ac0822073022f7c24e00bf0acd2b8>

#### REGISTRATION

<https://www.elationsys.com/app/Registration/>



**Governor's Office of  
Storm Recovery**

ANDREW M. CUOMO  
Governor

**PART II. SECTION 3 PLAN FOR CONTRACTORS**

**Instructions**

This document serves as the Section 3 Plan for the Contractor's work on the project in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135.30), as amended. Section 3 is intended to ensure that, to the greatest extent feasible, low- and very low-income persons receive benefits in employment and related economic opportunities when such opportunities are generated by funding from HUD.

**For construction contracts, the apparent responsible low bidder must submit this Section 3 Plan document within twenty-one (21) days of the bid opening to the GOSR Program Manager. The Section 3 Plan must be submitted before GOSR will provide contract consent.**

Section 3 goals apply to subrecipients, contractors, and subcontractors. The Prime Contractor ("Contractor") will submit this Section 3 Plan to document efforts and utilization for Section 3 Business Concerns and Residents. The subrecipient will perform outreach efforts along with the Contractor, and will ensure compliance with the Section 3 Greatest Extent Feasible goals as described below. The Contractor should ensure that any subcontractors who are hiring new employees or procuring sub-subcontractors should perform outreach to the Greatest Extent Feasible.

**Supporting Documentation must be submitted with this Plan if Section 3 Business Concern and/or Resident goals are not met. Supporting Documentation will also be collected at the end of the contract, before final payment, if actual utilization does not meet the utilization in this Plan.**

**General Information**

Contractor Name: \_\_\_\_\_

Type of Contract:  Construction  Non-construction

Project Name: \_\_\_\_\_

Bid Opening Date: \_\_\_\_\_

Date of Section 3 Plan Submittal: \_\_\_\_\_

Authorized Representative (Name, Title): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

### Section 3 Utilization Plan

**TABLE 1A: SECTION 3 BUSINESS CONCERN SUMMARY**

Type of Contract (% Goal)	Total Contract Value	Section 3 Business Concern <sup>2</sup> Goal	Est. Section 3 Business Concern Utilization
Construction (10% Goal)		\$ 0.00	

**TABLE 1B: BUSINESS UTILIZATION BREAKDOWN**

Subcontractor Name	Description of Work to be Performed	Est. Contract Amount	Section 3 Business Concern**? (Y/N)
		\$	No
		\$	No
		\$	No
		\$	No
		\$	No
		\$	No
		\$	No

**TABLE 2A: SECTION 3 NEW HIRES SUMMARY**

Total Est. New Hires	Section 3 Residents* Goal (30% of New Hires)	Est. Section 3 Residents* Utilization (no. of new hires who are Section 3 Residents)
	0	

- <sup>2</sup> Section 3 Business Concerns are businesses that can provide evidence that they meet one of the following criteria:
- a) Business is 51 percent or more owned by Section 3 residents; or
  - b) At least 30 percent of business' full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
  - c) Business provides evidence of commitment to sub-subcontract in excess of 25 percent of the dollar award of its subcontract to business concerns that meet the qualifications in the above two clauses a and b.

**TABLE 2B: SECTION 3 WORKFORCE UTILIZATION BREAKDOWN**

<b>Job Category</b>	<b>Total Estimated Positions</b>	<b>No. Positions Currently Occupied By Permanent Employees</b>	<b>No. Positions Not Currently Occupied</b>	<b>No. Positions To Be Filled w/Section 3 Residents<sup>3</sup></b>
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/Rental/Mgmt.				
Office Clerical				
Service Workers				
Others				

**TRADE:**

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

**TRADE:**

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

<sup>3</sup> A Section 3 resident is a public housing resident, low and very-low income person who lives in the metropolitan area or non-metropolitan county where a HUD-assisted project for housing or community development is located.

**Outreach for Greatest Extent Feasible (GEF) Compliance**

*If Contractor's utilization does not meet the Section 3 Business Concern or Section 3 Residents goals, Contractor must fill out this section to document both previous and future outreach strategies for Business Concern and/or Resident utilization, to show efforts were made to comply with Section 3 to the Greatest Extent Feasible.*

Please provide a narrative description of 1) the outreach efforts that the Contractor has taken to meet the Section 3 Business Concern and Section 3 Resident utilization goals, 2) the results of the outreach, and 3) any factors that influenced Section 3 Business Concern or Resident outreach results.

**Contractor must attach list of outreach efforts performed with backup documentation. Contractor may use GOSR's template or may include information in another format.**

Does the Contractor require assistance at this time from GOSR's Office of Diversity and Civil Rights regarding Section 3 outreach (including but not limited to events, training and support in approaching Union based training and apprenticeship programs)?  Yes  No

If yes, please explain:

**DAVIS BACON WAGE RATE**

"General Decision Number: NY20190003 05/03/2019

Superseded General Decision Number: NY20180003

State: New York

Construction Types: Building, Heavy, Highway and Residential

Counties: Bronx, Kings, New York, Queens and Richmond  
Counties in New York.

BUILDING & RESIDENTIAL CONSTRUCTION PROJECTS (includes single family homes and apartments up to and including 4 stories),  
HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate

will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/25/2019
2	04/05/2019
3	05/03/2019

\* ASBE0012-001 12/31/2018

	Rates	Fringes
Asbestos Workers/Insulator		
Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 67.86	34.06
HAZARDOUS MATERIAL HANDLER.....	\$ 39.00	12.75

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BOIL0005-001 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 55.23	33%+24.12+a

FOOTNOTE:



a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

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BRNY0001-001 07/01/2018

	Rates	Fringes
BRICKLAYER.....	\$ 61.37	27.87
MASON - STONE.....	\$ 62.67	30.59

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BRNY0001-002 07/01/2018

	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 53.67	27.44

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BRNY0004-001 01/01/2019

	Rates	Fringes
MARBLE MASON.....	\$ 59.03	36.67

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BRNY0007-001 01/01/2019

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 54.24	35.85
TERRAZZO WORKER/SETTER.....	\$ 55.84	35.87

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BRNY0020-001 01/01/2019

	Rates	Fringes
MARBLE FINISHER.....	\$ 47.07	34.43

BRNY0024-001 01/01/2018

	Rates	Fringes
BRICKLAYER		
MARBLE POLISHERS.....	\$ 40.89	26.69

BRNY0052-001 12/03/2018

	Rates	Fringes
Tile Layer.....	\$ 51.40	27.81

BRNY0088-001 01/01/2019

	Rates	Fringes
TILE FINISHER.....	\$ 54.24	35.85

CARP0001-009 07/01/2016

	Rates	Fringes
CARPENTER		
Carpenters.....	\$ 52.50	45.58
Soft Floor Layers.....	\$ 50.50	45.18

CARP0740-001 07/01/2018

	Rates	Fringes
MILLWRIGHT.....	\$ 52.70	52.61

CARP1556-006 07/01/2018

	Rates	Fringes
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Dock Builder & Piledrivermen

DOCKBUILDERS.....\$ 53.63 50.07

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CARP1556-007 07/01/2018

	Rates	Fringes
Diver Tender.....	\$ 48.24	50.07
Diver.....	\$ 67.94	50.07

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CARP1556-011 07/01/2018

	Rates	Fringes
Carpenters:		
TIMBERMEN.....	\$ 49.10	49.37

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ELEC0003-001 05/10/2017

	Rates	Fringes
ELECTRICIAN		
Electricians.....	\$ 56.00	70.718%+14.75+a
Jobbing, and maintenance		
and repair work.....	\$ 28.50	51.243%+7.50+a

PAID HOLIDAYS:

- a. New Years Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day

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\* ELEC1049-001 03/31/2019

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.....	\$ 34.45	23.06
Heavy Equipment Operator....	\$ 45.93	28.24
Lineman and Cable Splicer...	\$ 57.41	29.72
Tree Trimmer.....	\$ 30.09	14.12

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 ELEV0001-002 03/17/2018

	Rates	Fringes
ELEVATOR MECHANIC		
Elevator Constructor.....	\$ 64.48	42.103+a+b
Modernization and Repair....	\$ 50.49	40.399+a+b

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Good Friday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: An employee who has worked less than 5

years shall receive vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

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 ENGI0014-001 07/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(HEAVY & HIGHWAY)		
GROUP 1.....	\$ 92.76	31.15
GROUP 2.....	\$ 76.51	31.15
GROUP 3.....	\$ 78.96	31.15
GROUP 4.....	\$ 77.07	31.15
GROUP 5.....	\$ 75.55	31.15
GROUP 6.....	\$ 72.53	31.15
GROUP 7.....	\$ 73.90	31.15
GROUP 8.....	\$ 71.78	31.15
GROUP 9.....	\$ 70.24	31.15
GROUP 10.....	\$ 67.16	31.15
GROUP 11.....	\$ 62.73	31.15
GROUP 12.....	\$ 64.13	31.15
GROUP 13.....	\$ 64.63	31.15
GROUP 14.....	\$ 48.73	31.15
GROUP 15.....	\$ 45.27	31.15
POWER EQUIPMENT OPERATOR		
(PAVEMENT-HEAVY & HIGHWAY)		
Asphalt Plants.....	\$ 59.14	31.15+a
Asphalt roller.....	\$ 69.91	31.15+a
Asphalt spreader.....	\$ 71.78	31.15+a
POWER EQUIPMENT OPERATOR		
(STEEL ERECTION)		

Compressors, Welding		
Machines.....	\$ 45.34	31.15
Cranes, Hydraulic Cranes,		
2 drum derricks,		
Forklifts, Boom Trucks.....	\$ 76.43	31.15
Three drum derricks.....	\$ 79.54	31.15

POWER EQUIPMENT OPERATOR

(UTILITY)

Horizontal Boring Rig.....	\$ 68.25	31.15
Off shift compressors.....	\$ 56.70	31.15
Utility Compressors.....	\$ 44.98	31.15

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Tower crane

GROUP 2: Rubber Tire Backhoes over 37,000 lbs, Track Backhoes, power shovel, Hydraulic clam shells, moles and machines of a similar type

GROUP 3: Mine hoists and crane, etc. used as mine hoists

GROUP 4: Gradalls, keystones, cranes (with digging buckets), bridge cranes, trenching machines, vermeer cutter and machines of a similar nature

GROUP 5: Piledrivers, derrick boats, tunnel shovels

GROUP 6: All drills, and machines of a similar nature

GROUP 7: Back filling machines, cranes, mucking machines, dual drum pavers

GROUP 8: Mixers (concrete w/loading attachments), concrete pavers, cableways, land derricks, power house (low pressure units), concrete pumps

GROUP 9: Concrete plants, well drilling machines, stone crushers double drum hoist, power house (other than above)

GROUP 10: Concrete mixers

GROUP 11: Elevators

GROUP 12: Concrete breaking machine, Hoists (single drum), load masters, locomotive and dinkies over 10 tons

GROUP 13: Vibratory console

GROUP 14: Compressors (portable 3 or more in battery), tugger machine (caissons), well point pumps, chum drill

GROUP 15: Boilers, (high pressure, compressors (portable, single, or 2 in battery, not over 100' apart), pumps (river cofferdam and welding machines (except where arc is operated by members of local 15) push button machines, all engines irrespective of power (power pac) used to drive auxilliary equipment, air, hydraulic etc.

PREMIUMS ON CRANES (Crawler or Truck):

100' to 149' boom - add .50  
150' to 249' boom - add .75  
250' to 349' boom - add 1.00  
350' to 450' boom - add 1.50

Premiums for Cranes on Steel Erection:

100' to 149' boom - add 1.75  
150' to 249' boom - add 2.00  
250' to 349' boom - add 2.25  
350' to 450' boom - add 2.75  
Tower crane - add 2.00

FOOTNOTE:

a. Paid Holidays: New Year's Day; Lincoln's Birthday;

Washington's Birthday; Memorial Day; Independence Day;  
Labor Day; Veterans Day; Columbus Day; Election Day;  
Thanksgiving Day; and Christmas Day; provided the employee  
works one day the payroll week in which the holiday occurs.

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ENGI0014-002 07/01/2016

	Rates	Fringes
Power Equipment Operator		
BUILDING & RESIDENTIAL		
GROUP 1.....	\$ 71.85	31.15+a
GROUP 2.....	\$ 76.12	31.15+a
GROUP 3.....	\$ 69.39	31.15+a
GROUP 4.....	\$ 63.12	31.15+a
GROUP 5.....	\$ 47.26	31.15+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Double drum

GROUP 2: Stone derrick, cranes, hydraulic cranes, boom  
trucks

GROUP 3: 4 pole Hoist, Single Drum Hoists

GROUP 4: Fork lift, house cars, plaster (platform machine),  
plaster bucket, concrete pump and all other equipment used  
for hoisting material

GROUP 5: Compressors, welding machines (cutting concrete  
work), paint spraying, sand blasting, pumps (with the  
exclusion of concrete pumps), house car (settlement basis  
only), all engines irrespective of power (power pac) used  
to drive auxiliary equipment, air, hydraulic, etc., boilers



Premiums for Cranes:

100'-149' boom - add 1.75  
 150'-249' boom - add 2.00  
 250'-349' boom - add 2.25  
 350'-450' boom - add 2.75  
 Tower cranes add 2.00

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the payroll week in which the holiday occurs

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 ENGI0015-001 07/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
HEAVY AND HIGHWAY		
GROUP 1.....	\$ 65.94	32.95
GROUP 2.....	\$ 63.98	32.95
GROUP 3.....	\$ 60.69	32.95
GROUP 4.....	\$ 57.42	32.95
GROUP 5.....	\$ 39.70	32.95

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cherrypickers 20 tons and over and loaders (rubber-tired and/or tractor type with a manufacturer's rated capacity of six cubic yards and over

GROUP 2: Rubber Tire Backhoes up to and including 37,000 lbs, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) and machines of a similar nature, Boat Captains, Boat Operators, operation of

Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of a similar nature, Vac-alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers, and Turn-a Pulls, Tugger Hoist (used exclusively for handling excavated material), Tractors with attachments, Hyster and Roustabout Cranes, Cherrypickers, Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers, Loaders- Rubber-tired and Tractor, Barber Greene, Eimco Loaders and Eimco Backhoes, Mighty Midget and similar breakers and tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature, Locomotives ten (10) tons or under, Mini-Max, Break-Tech and machines of a similar nature, Milling Machines, robotic and demolition machines and machines of a similar nature including Bobcat, Pile Rig Rubber-tired Excavator (37,000 lbs. and under), 2 man auger

GROUP 3: Minor Equipment such as Tractors, Post Hole Diggers and Drivers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers (five (5) tons and under), Tugger Hoists, Dual Purpose Trucks, Fork Lifts and Dempsey Dumpsters

GROUP 4: Oilers for the following equipment: (all gasoline, electric, diesel, or air operated) gradalls and concrete pumps or similarly equipment manned by two-men

GROUP 5: Oilers for the following equipment: (all gasoline, electric, diesel, or air operated) shovels, cranes (draglines), backhoes, pavers, trenching machines, gunite machines, compressors (3 or more in battery)

Premiums for Cranes:

100'-149' boom - add 1.75  
150'-249' boom - add 2.00  
250'-349' boom - add 2.25  
350'-450' boom - add 2.75

Tower cranes add 2.00

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the payroll week in which the holiday occurs

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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

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IRON0040-002 07/01/2018

BRONX, NEW YORK, RICHMOND

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 50.70	75.42

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IRON0046-003 07/01/2018

	Rates	Fringes
IRONWORKER METALLIC LATHERS AND REINFORCING IRONWORKERS.....	\$ 56.28	22.62

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IRON0197-001 07/01/2018

	Rates	Fringes
IRONWORKER STONE DERRICKMAN.....	\$ 49.34	39.46

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IRON0361-002 07/01/2018

KINGS, QUEENS

	Rates	Fringes
Ironworkers: (STRUCTURAL).....	\$ 50.70	75.42

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IRON0580-001 07/01/2018

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 44.65	53.62

LABO0006-001 07/01/2016

	Rates	Fringes
LABORER (Cement and Concrete Workers).....	\$ 42.48	17.35

LABO0029-001 07/01/2017

	Rates	Fringes
Laborers:		
Heavy		
Blasters (hydraulic trac drill).....	\$ 47.15	35.49
Blasters.....	\$ 46.27	35.49
Hydraulic Trac Drill.....	\$ 41.29	35.49
Jackhammers, Chippers, Spaders, Concrete Breakers, All Other Pneumatic Tools, Walk Behind Self-Propelled Hydraulic Asphalt and Concrete Breaker.....	\$ 39.34	35.49
Powder Carriers.....	\$ 35.17	35.49

LABO0078-001 12/01/2016

	Rates	Fringes
LABORERS		
BUILDING CONSTRUCTION		
ASBESTOS (Removal, Abatement, Encapsulation or Decontamination of asbestos); LEAD; & HAZARDOUS WASTE LABORERS		

(Hazardous Waste,  
 Hazardous Materials,  
 Biochemical and Mold  
 Remediation, HVAC, Duct  
 Cleaning, Re-spray  
 Fireproofing, etc).....\$ 36.00                    16.20

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 LABO0079-001 07/01/2018

	Rates	Fringes
LABORER (Building Construction)		
Demolition Laborers (Interior)		
Tier A.....	\$ 37.44	23.60
Tier B.....	\$ 26.63	17.57
Mason Tender/General Laborer.....		
	\$ 40.65	28.85

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.

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 LABO0147-001 07/01/2016

	Rates	Fringes
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LABORERS (FREE AIR & TUNNEL).....\$ 72.67 47.72

Maintenance Men, Inside Muck Lock Tenders, Pump Men, Electricians, Cement Finishers, Caulkers, Hydraulic Men, Shield Men, Monorail Operators, Motor Men, Conveyor Men, Powder Carriers, Pan Men, Riggers, Chuck Tenders, Track Men Painters, Nippers, Brakemen, Cable Men, Hose Men, Grout Men, Gravel Men, Form Workers, Concrete Workers, Tunnel Laborers, Mole Nipper (one (1) Mole Sipper per Working Shaft per Shift for up to and including Two (2) Moles

LABO0731-001 07/01/2016

Rates Fringes

LABORER

Building, Heavy and

Residential Construction

LABORER: (Asbestos, Lead, Hazardous Waste Removal

(including

soil)/CEMENT/CONCRETE.....\$ 41.00 38.53

UTILITY LABORER.....\$ 40.85 38.53

Paid Holidays: Labor Day and Thanksgiving Day

LABO1010-001 07/01/2018

Rates Fringes

Laborers:

HIGHWAY CONSTRUCTION

Fence Installer & Repairer.\$ 42.48 42.21

FORMSETTERS.....\$ 46.35 42.21

LABORERS.....\$ 42.48 42.21

Landscape Planting & Maintenance.....	\$ 42.48	42.21
Maintenance Safety Surface.....	\$ 42.48	42.21
Slurry/Sealcoater/Play Equipment Installer.....	\$ 42.48	42.21
Small Equipment Operator (Not Operating Engineer)...	\$ 42.48	42.21
Small Power Tools Operator.....	\$ 42.48	42.21

FOOTNOTES:

a. PAID HOLIDAYS: Memorial Day, Fourth of July, Labor Day, Columbus Day, Election Day and Thanksgiving Day, provided the employee has worked one (1) day in the calendar week in which the said holiday occurs.

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LABO1010-002 07/01/2018

	Rates	Fringes
Laborers-Asphalt Construction:		
Micro Paver.....	\$ 46.95	42.21
Raker.....	\$ 46.35	42.21
Screedperson.....	\$ 46.95	42.21
Shoveler (Production Paving Only).....	\$ 42.48	42.21
Small Equipment Operator (Asphalt).....	\$ 42.48	42.21

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PAIN0009-001 05/01/2018

	Rates	Fringes
GLAZIER.....	\$ 29.05	18.88
PAINTER		
Painters, Drywall		



Finishers, Lead Abatement		
Worker.....	\$ 45.70	27.67
Spray, Scaffold and		
Sandblasting.....	\$ 48.70	27.67

PAIN0806-001 10/01/2018

	Rates	Fringes
Painters:		
Structural Steel and Bridge.	\$ 49.50	41.88

PAIN1974-001 06/28/2018

	Rates	Fringes
Painters:		
Drywall Tapers/Pointers.....	\$ 47.82	25.21

PLAS0262-001 08/01/2018

	Rates	Fringes
PLASTERER.....	\$ 45.58	26.52

PLAS0262-002 08/01/2018

KINGS AND QUEENS COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 45.58	26.52

PLAS0780-001 07/01/2018

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 51.97 33.56

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 PLUM0001-001 10/01/2018

	Rates	Fringes
PLUMBER		
MECHANICAL EQUIPMENT AND SERVICE		
Any repair and/or replacement of the present plumbing system that does not change the existing roughing.....	\$ 42.30	17.11
PLUMBERS:.....	\$ 68.40	33.80

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 PLUM0638-001 12/28/2016

	Rates	Fringes
PLUMBER		
SERVICE FITTERS.....	\$ 26.30	2.55
SPRINKLER FITTERS, STEAMFITTERS.....	\$ 61.81	48.30

Service Fitter work shall consist of all repair, service and maintenance work on domestic, commercial and industrial refrigeration, air conditioning and air cooling, stoker and oil burner apparatus and heating apparatus etc., including but not exclusively the charging, evacuation, leak testing and assembling for all machines for domestic, commercial and industrial refrigeration, air conditioning and heating apparatus. Also, work shall include adjusting, including capacity adjustments, checking and repairing or replacement of all controls and start up of all machines and repairing all defects that may develop on any system for domestic, commercial and industrial refrigeration and all air

conditioning, air cooling, stoker and oil burner apparatus and heating apparatus regardless of size or type.

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ROOF0008-003 07/01/2018

	Rates	Fringes
ROOFER.....	\$ 42.50	33.37

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SHEE0028-002 07/31/2014

	Rates	Fringes
SHEET METAL WORKER		
BUILDING CONSTRUCTION.....	\$ 50.91	36.70
RESIDENTIAL CONSTRUCTION....	\$ 27.22	16.48

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TEAM0282-001 07/01/2018

	Rates	Fringes
TRUCK DRIVER		
Asphalt.....	\$ 43.43	48.7025+a
Euclids & Turnapulls.....	\$ 43.53	48.7025+a
High Rise.....	\$ 51.36	48.7025+a

FOOTNOTES:

PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day (Armistice Day), Thanksgiving Day, Day after Thanksgiving and Christmas Day. Employees working two (2) days in the calendar week in which a holiday falls are to be paid for such holiday, provided that they shape each remaining workday during such calendar week.

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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 [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

---

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination

- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

---

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"



**( NO TEXT ON THIS PAGE )**

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

## ADDENDA CONTROL SHEET

BID OPENING DATE: July 23, 2019

PROJECT NO.: SANDR01

DESCRIPTION: HYLAN BOULEVARD STREETScape IMPROVEMENTS

Addendum		Addendum Contains:				
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Amendments	Drawings (number)
1	06/21/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
2	06/25/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)

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

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: SANDR01  
HYLAN BOULEVARD STREETScape IMPROVEMENTS  
FROM SEAVER AVENUE TO STOBE AVENUE

INCLUDING SIDEWALK, SEWER, WATER MAIN, BMP,  
STREET LIGHTING, AND TRAFFIC WORK

TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF STATEN ISLAND  
CITY OF NEW YORK

ADDENDUM NO. 2

DATED: June 25, 2019

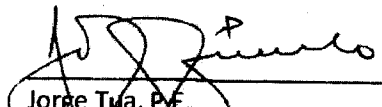
THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. **Refer** to the Bid and Contract Documents, VOLUME 3 OF 3, HAZ-PAGES, Page HAZ.-49, Text Box "The Phase II report is available from the ACCO Contracts Office on CD that is part of a purchased set of bid documents. The file will also be uploaded to NYCCDC, BID DOCUMENT ONLINE website for contractors to download the report.";  
The Contractor is advised to obtain the Final, PHASE II Surface Corridor Investigation Report in the most convenient way as described above.

END OF ADDENDUM NO. 2

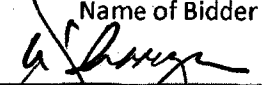
By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of ONE (1) page.

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

  
\_\_\_\_\_  
Jorge Twa, P.E.  
Executive Director

J. D'Annunzio & Sons, Inc.  
Name of Bidder

By:

  
\_\_\_\_\_  
Michael A. D'Annunzio  
President

A2-1

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

# ADDENDA CONTROL SHEET

BID OPENING DATE: July 23, 2019

PROJECT NO.: SANDR01

DESCRIPTION: HYLAN BOULEVARD STREETScape IMPROVEMENTS

Addendum		Addendum Contains:				
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Amendments	Drawings (number)
1	06/21/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
2	06/25/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
3	06/25/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)

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

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: SANDR01  
HYLAN BOULEVARD STREETScape IMPROVEMENTS  
FROM SEAVER AVENUE TO STOBE AVENUE

INCLUDING SIDEWALK, SEWER, WATER MAIN, BMP,  
STREET LIGHTING, AND TRAFFIC WORK

TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF STATEN ISLAND  
CITY OF NEW YORK

ADDENDUM NO. 3

DATED: June 25, 2019

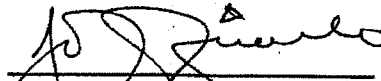
THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Bid and Contract Documents, VOLUME 2 OF 3, INFORMATION FOR BIDDERS Dated JUNE 2015;  
Delete INFORMATION FOR BIDDERS Dated JUNE 2015 in their entirety;  
Substitute with attached INFORMATION FOR BIDDERS Dated MAY 2019.
2. For additional information, see the attached one (1) page of "Questions Submitted by Bidders and DDC's Responses".

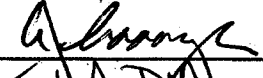
END OF ADDENDUM NO. 3

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of ONE (1) page and TWENTY NINE (29) pages of attachments.

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

  
\_\_\_\_\_  
Jorge Tua, P.E.  
Executive Director

J. D'Annunzio & Sons, Inc.  
Name of Bidder

By:   
Michael A. D'Annunzio  
President

A3-1

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

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**INFORMATION FOR BIDDERS**

**MAY 2019**

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

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## INFORMATION FOR BIDDERS

### 1. Description and Location of Work

The description and location of the work for which bids are requested are specified in Attachment 1, "Bid Information". Attachment 1 is included in the BID BOOKLET, VOLUME 1 OF 3.

### 2. Time and Place for Receipt of Bids

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

### 3. Definitions

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

### 4. Invitation For Bids and Contract Documents

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

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

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

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

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



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

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

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

5. Pre-Bid Conference

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

6. Agency Contact

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

7. Bidder's Oath

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

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

8. Examination and Viewing of Site

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

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

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

9. Examination of Proposed Contract

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

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

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

10. Form of Bid

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

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

11. Irrevocability of Bid

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

12. Acknowledgment of Amendments

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

13. Bid Samples and Descriptive Literature

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

14. Proprietary Information/Trade Secrets

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

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

15. Pre-Opening Modification or Withdrawal of Bids

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

16. Bid Evaluation and Award

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

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

17. Late Bids, Late Withdrawals and Late Modifications

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

18. Withdrawal of Bids

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

19. Mistake in Bids

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

(B) Mistakes Discovered Before Award

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

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

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

therein is strictly prohibited.

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

## 20. Low Tie Bids

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

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

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

## 21. Rejection of Bids

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

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

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

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

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

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

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

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

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

## 23. Affirmative Action and Equal Employment Opportunity

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

## 24. PASSPort COMPLIANCE

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

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

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

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

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

25. Complaints About the Bid Process

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

26. Bid, Performance and Payment Security

(A) Bid Security: Each bid must be accompanied by bid security in an amount and type specified in Attachment 1 (BID BOOKLET, VOLUME 1 OF 3). The bid security shall assure the City of New York of the adherence of the bidder to its proposal, the execution of the Contract, and the furnishing of Performance and Payment Bonds by the bidder, if required in Attachment 1. Bid security shall be returned to the bidder as follows:

- (1) Within ten (10) days after the bid opening, the Comptroller will be notified to return the deposits of all but the three (3) lowest bidders. Within five (5) days after the award, the Comptroller will be notified to return the deposits of the remaining two unsuccessful bidders.
- (2) Within five (5) days after the execution of the Contract and acceptance of the Contractor's bonds, the Comptroller will be notified to return the bid security of the successful bidder or, if performance and payment bonds are not required, only after the sum retained under Article 21 of the Contract equals the amount of the bid security.
- (3) Where all bids are rejected, the Comptroller will be notified to return the deposit of the three (3) lowest bidders at the time of rejection.

(B) Performance and Payment Security: Performance and Payment Security must be provided in an amount and type specified in Attachment 1 (BID BOOKLET, VOLUME 1 OF 3). The performance and payment security shall be delivered by the contractor prior to or at the time of execution of the Contract. If a contractor fails to deliver the required performance and payment security, its bid security shall be enforced, and an award of Contract may be made to the next lowest responsible and responsive bidder, or the contract may be rebid.

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

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

Whenever the successful bidder deposits obligations of the City of New York as performance and payment security, the Comptroller may sell and use the proceeds thereof for any purpose for which the principal or surety on such bond would be liable under the terms of the Contract. If the money is deposited with the Comptroller, the successful bidder shall not be entitled to receive interest on such money from the City.

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

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

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

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

**27. Failure to Execute Contract**

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

**28. Bidder Responsibilities and Qualifications**

(A) Bidders must include with their bids all information necessary for a determination of bidder responsibility, as set forth in the Specifications.

(B) The Agency may require any bidder or prospective bidder to furnish all books of account, records, vouchers, statements or other information concerning the bidder's financial status for examination as may be required by the Agency to ascertain the bidder's responsibility and capability to perform the Contract. If required, a bidder must also submit a sworn statement setting forth such information as the Agency may require concerning present and proposed plant and equipment, the personnel and qualifications of his working organizations, prior experience and performance record.

(C) **Oral Examination on Qualifications:** In addition thereto, and when directed by the Agency, the bidder, or a responsible officer, agent or employee of the bidder, must submit to an oral examination to be conducted by the Agency in relation to his proposed tentative plan and schedule of



operations, and such other matters as the Agency may deem necessary in order to determine the bidder's ability and responsibility to perform the work in accordance with the Contract. Each person so examined must sign and verify a stenographic transcript of such examination noting thereon such corrections as such person may desire to make.

(D) If the bidder fails or refuses to supply any of the documents or information set forth in paragraph (B) hereof or fails to comply with any of the requirements thereof, the Agency may reject the bid.

## 29. Employment Report

In accordance with Executive Order No. 50 (1980) as modified by Executive Order 108 (1986), the filing of a completed Employment Report (ER) is a requirement of doing business with the City of New York for construction contractors with contracts of \$1,000,000 or more and subcontractors with construction subcontracts of \$750,000 or more. The required forms and information are included in the Bid Booklet.

## 30. Labor Law Requirements

(A) General: The successful bidder will be required to comply strictly with all Federal, State and local labor laws and regulations.

(B) New York State Labor Law: This Contract is subject to New York State Labor Law Section 220, which requires that construction workers on the site be paid prevailing wages and supplements. The Contractor is reminded that all wage provisions of this Contract will be enforced strictly and failure to comply will be considered when evaluating performance. Noncompliance may result in the contractor being debarred by the City from future contracts. Complaints filed with the Comptroller may result in decisions which may debar a contractor from bidding contracts with any state governmental entity and other political subdivisions.

(C) Records: The Contractor is expected to submit accurate payroll reports and other required documents and verify attendance and job classifications being utilized in compliance with the law, Contract provisions and agency procedures.

## 31. Insurance

(A) Bidders are advised that the insurance requirements contained herein are regarded as material terms of the Contract. As required by Article 22 of the Contract, the contractor must effect and maintain with companies licensed and authorized to do business in the State of New York, the types of insurance set forth therein, when required by and in the amounts set forth in Schedule A of the General Conditions. Such required insurance must be provided from the date the contractor is ordered to commence work and up to the date of final acceptance of all required work.

(B) The contractor must, within ten days of receipt of the notice of award, submit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A of the General Conditions, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by Section 57 of the New York State Workers' Compensation Law and Section 220 of the Disability Benefits Law.

32. Lump Sum Contracts

(A) Comparison of Bids: Bids on Lump Sum Contracts will be compared on the basis of the lump sum price bid, adjusted for alternate prices bid, if any.

(B) Lump Sum Bids for "General Construction Work" which include excavation shall include all necessary excavation work defined in the Specifications as being included in the lump sum bid. The bidder shall also bid a unit price for the additional cost of excavating material which is defined in the Specifications as excavation for which additional payment will be made. The total estimated additional cost of removing such material will be taken as the quantity set forth in the Engineer's Estimate multiplied by the unit price bid. This total estimated cost of additional excavation shall be added to the lump sum bid for the General Construction Work for the purpose of comparing bids to determine the low bidder.

(C) Variations from Engineer's Estimate: The Engineer's Estimate of the quantity of excavation for which additional payment will be made is approximate only and is given solely to be used as a uniform basis for the comparison of bids and such estimate is not to be considered as part of this contract. The quantities actually required to complete the contract work may be more or less than the quantities in the Engineer's Estimate and, if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

33. Unit Price Contracts

(A) Comparison of Bids: Bids on Unit Price Contracts will be compared on the basis of a total estimated price, arrived at by taking the sum of the estimated quantities of such items, in accordance with the Engineer's Estimate of Quantities set forth in the Bid Schedule, multiplied by the corresponding unit prices, and including any lump sum bids on individual items.

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

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

34. Excise Tax

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

35. Licenses and Permits

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

36. Multiple Prime Contractors

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

37. Locally Based Enterprise Requirements (LBE)

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) certification documents of any proposed LBE subcontractor which is not on the LBE certified list, and

(c) copies of the certification letter of any proposed subcontractor which is an LBE.

(3) Documentation of good faith efforts to achieve the required LBE percentage shall include as appropriate but not limited to the following:

(a) attendance at prebid meetings, when scheduled by the agency, to advise bidders of contract requirements;

- (b) advertisement where appropriate in general circulation media, trade association publications and small business media of the specific subcontracts that would be at least equal to the percentage goal for LBE utilization specified by the contractor;
- (c) written notification to association of small, minority and women contractors soliciting specific subcontractors;
- (d) written notification by certified mail to LBE firms that their interest in the contract is solicited for specific work items and their estimated values;
- (e) demonstration of efforts made to select portions of the work for performance by LBE firms in order to increase the likelihood of achieving the stated goal;
- (f) documented efforts to negotiate with LBE firms for specific subcontracts, including at a minimum:
  - (i) The names, address and telephone numbers of LBE firms that are contacted;
  - (ii) A description of the information provided to LBE firms regarding the plans and specifications for portions of the work to be performed;
  - (iii) Documentation showing that no reasonable price can be obtained from LBE firms;
  - (iv) A statement of why agreements with LBE firms were not reached;
- (g) a statement of the reason for rejecting any LBE firm which the contractor deemed to be unqualified; and
- (h) documentation of efforts made to assist the LBE firms contacted that needed assistance in obtaining required insurance.

(E) Unless otherwise waived by the Commissioner with the approval of the Office of Economic and Financial Opportunity, failure of a proposed contractor to provide the information required by paragraphs (C) and (D) above may render the bid non-responsive and the Contract may not be awarded to the bidder. If the contractor states that it will subcontract a specific portion of the work, but can demonstrate despite good faith efforts it cannot achieve its required LBE percentage for subcontracted work until after award of Contract, the Contract may be awarded, subject to a letter of compliance from the contractor stating that it will comply with Administrative Code Section 6-108.1 and subject to approval by the Commissioner. If the contractor has not met its required LBE percentage prior to award, the contractor shall demonstrate that a good faith effort has been made subsequent to award to obtain LBEs on each subcontract until it meets the required percentage.

(F) When a bidder indicates prior to award that no work will be subcontracted, no work may be subcontracted without the prior written approval of the Commissioner, which shall be granted only if the contractor in good faith seeks LBE subcontractors at least six weeks prior to the start of work.

(G) The contractor may not substitute or change any LBE which was identified prior to award of the contract without the written permission of the Commissioner. The contractor shall make a written application to the Commissioner for permission to make such substitution or change, explaining why the contractor needs to change its LBE subcontractor and how the contractor will meet its LBE subcontracting requirement. Copies of such application must be served on the originally identified LBE by certified mail return receipt requested, as well as the proposed substitute LBE. The Commissioner shall determine whether or not to grant the contractor's request for substitution.

### 38. Bid Submission Requirements

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

39. Comptroller's Certificate

This Contract shall not be binding or of any force unless it is registered by the Comptroller in accordance with Section 328 of the City Charter and the Procurement Policy Board Rules. This Contract shall continue in force only after annual appropriation of funds by the City of New York and certification as hereinabove set forth.

40. Procurement Policy Board Rules

This Invitation For Bids is subject to the Rules of the Procurement Policy Board of the City of New York. In the event of a conflict between said Rules and a provision of this Invitation For Bids, the Rules shall take precedence.

41. DDC Safety Requirements

The DDC Safety Requirements apply to the work to be performed pursuant to the Contract. The DDC Safety Requirements are set forth on the following pages.

**CITY OF NEW YORK**  
**DEPARTMENT OF DESIGN AND CONSTRUCTION**  
**SAFETY REQUIREMENTS**

**FEBRUARY 2019**

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***THE DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS:***

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

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

## I. POLICY ON SITE SAFETY

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

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

## II. PURPOSE

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

## III. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A Project Safety Manager shall possess the additional training, years of experience, and skills necessary to thoroughly understand the health and safety hazards and controls for large construction projects, including the full scope of the specific Work.

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



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

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

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

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

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

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

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

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

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

#### IV. RESPONSIBILITIES

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

##### A. DDC or CM Resident Engineer / Construction Project Manager

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

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

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

**B. Contractors**

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

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

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

#### V. SAFETY QUESTIONNAIRE

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

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

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

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

City of New York Department of Design and Construction: Safety Requirements  
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**VI. SAFETY PROGRAM AND SITE SAFETY PLAN**

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

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

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

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

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

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

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

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

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

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

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

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

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

City of New York Department of Design and Construction: Safety Requirements  
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**VIII. EVALUATION DURING WORK IN PROGRESS**

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

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

**IX. SAFETY PERFORMANCE EVALUATION**

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

QUESTIONS SUBMITTED BY BIDDERS AND DDC'S RESPONSES

Question #1:

Reference Bid Booklets Volume 1 and 2: there seem to be some discrepancies between the "Bid Submission Requirements" listed in Volume 1 page 2 and Volume 2 page 14. Please clarify which of the two lists of "Bid Submission Requirements" will govern?

DDC's Response:

*See Article 1 of this Addendum No.3.*



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

# ADDENDA CONTROL SHEET

BID OPENING DATE: July 23, 2019

PROJECT NO.: SANDR01

DESCRIPTION: HYLAN BOULEVARD STREETScape IMPROVEMENTS

Addendum		Addendum Contains:				
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Amendments	Drawings (number)
1	06/21/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
2	06/25/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
3	06/25/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
4	07/08/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
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The Table above is a guide. Refer to the referenced Addendum for specific information.

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: SANDR01  
HYLAN BOULEVARD STREETScape IMPROVEMENTS  
FROM SEAVER AVENUE TO STOBE AVENUE

INCLUDING SIDEWALK, SEWER, WATER MAIN, BMP,  
STREET LIGHTING, AND TRAFFIC WORK

TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF STATEN ISLAND  
CITY OF NEW YORK

ADDENDUM NO. 4

DATED: July 08, 2019

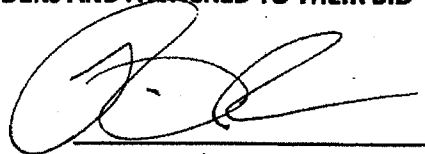
THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. **Refer** to the Bid and Contract Documents, VOLUME 2 OF 3, LABOR LAW ARTICLE 8 – NYC PUBLIC WORK published on 6/1/2019, pages 1 thru 88 and CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE published 6/1/2019, pages 1 thru 35;  
**Delete** LABOR LAW ARTICLE 8 – NYC PUBLIC WORK published on 6/1/2019, pages 1 thru 88 and CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE published 6/1/2019, pages 1 thru 35; in their entirety;  
**Substitute** with attached LABOR LAW ARTICLE 8 – NYC PUBLIC WORK published on 7/1/2019, pages 1 thru 90 and CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE published 7/1/2019, pages 1 thru 36.

END OF ADDENDUM NO. 4

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of ONE (1) page and ONE HUNDRED AND TWENTY SIX (126) pages of attachments.

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




Richard Jones, P.E.  
Executive Director

J. D'Annunzio & Sons, Inc.

Name of Bidder

By:

  
Michael A. D'Annunzio  
President

A4-1

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

LABOR LAW ARTICLE 8 - NYC PUBLIC WORKS

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

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

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

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

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public work contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-4443. All callers must have the agency name and contract registration number available when calling with questions on public work contracts. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Klinach, P.E., Office of the Comptroller, 1 Centre Street, Room 651, New York, N.Y. 10007; Fax (212) 669-4002.

The appropriate schedule of prevailing wages and benefits must be posted at all public work sites pursuant to Labor Law § 220 (3-a) (a).

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site [comptroller.nyc.gov/wages](http://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](http://comptroller.nyc.gov/wages).

The Comptroller's Office has attempted to include all overtime, shift and night differential, Holiday, Saturday, Sunday or other premium time work. However, this schedule does not set forth every prevailing practice with respect to such rates with which employers must comply. All such practices are nevertheless part of the employer's prevailing wage obligation and contained in the collective bargaining agreements of the prevailing wage unions. These collective bargaining agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

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

Prevailing rates and ratios for apprentices are published in the Construction Apprentice Prevailing Wage Schedule. Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be paid at the apprentice rates. Apprentices who are not so registered must be paid as journey persons.

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

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

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

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

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

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

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

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

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

**Wasył Kinach, P.E.**  
Director of Classifications  
Bureau of Labor Law

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

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

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

**ASBESTOS HANDLER**  
**SEE HAZARDOUS MATERIAL HANDLER**

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**BLASTER**

**Blaster**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$55.86**  
Supplemental Benefit Rate per Hour: **\$44.48**

**Blaster- Hydraulic Trac Drill**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$50.00**  
Supplemental Benefit Rate per Hour: **\$44.48**

**Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$49.17**  
Supplemental Benefit Rate per Hour: **\$44.48**

**Blaster - Journeyperson**

(Laborer, Chipper/Jackhammer including Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers and Hydro (Water) Demolition, Powder Carrier, Hydraulic Chuck Tender, Chuck Tender and Nipper)

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$42.65**  
Supplemental Benefit Rate per Hour: **\$44.48**

**Blaster - Magazine Keepers: (Watch Person)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$21.33**  
Supplemental Benefit Rate per Hour: **\$44.48**

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.



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

**Overtime Holidays**

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

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

**Paid Holidays**

Labor Day  
Thanksgiving Day

**Shift Rates**

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

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**BOILERMAKER**

**Boilermaker**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$59.17

Supplemental Benefit Rate per Hour: \$44.59

Supplemental Note: For time and one half overtime - \$66.44 For double overtime - \$88.28

**Overtime Description**

For Repair and Maintenance work:

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

For New Construction work:

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

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

New Year's Day  
President's Day  
Memorial Day  
Independence Day

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

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

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

### **Paid Holidays**

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

### **Shift Rates**

When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7 ½) hours and receive eight hours at the regular straight time hourly rate plus twenty-five cents (\$0.25) per hour. The third shift shall work seven (7) hours and receive eight hours at the regular straight time hourly rate plus fifty cents (\$0.50) per hour. A thirty (30) minute lunch period shall not be considered as time worked. Work in excess of the above shall be paid overtime at the appropriate new construction work or repair work overtime wage and supplemental benefit hourly rate.

(Local #5)

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## **BRICKLAYER**

### **Bricklayer**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$56.32  
Supplemental Benefit Rate per Hour: \$33.11

### **Overtime**

Time and one half the regular rate after a 7 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.  
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).  
New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day

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

Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

Overtime rates to be paid outside the regular scheduled work day.

(Bricklayer District Council)

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**CARPENTER - BUILDING COMMERCIAL**

**Building Commercial**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$52.50

Supplemental Benefit Rate per Hour: \$46.38

**Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

**Overtime Holidays**

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

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Paid Holidays**

None

**Shift Rates**

The employer may work two (2) shifts with the first shift at the straight time wage rate starting at the established time between 7 a.m. and 9 a.m. The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight (8) hours pay for seven (7) hours of work, nine (9) hours pay for eight (8) hours of work.

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

When it is not possible to conduct alteration work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

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**CARPENTER - HEAVY CONSTRUCTION WORK**  
**(Construction of Engineering Structures and Building Foundations)**

**Heavy Construction Work**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$54.68**

Supplemental Benefit Rate per Hour: **\$51.73**

**Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

**Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

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

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

**Carpenter High Rise A**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$50.78

Supplemental Benefit Rate per Hour: \$43.44

**Carpenter High Rise B**

Carpenter High Rise B worker is excluded from high risk operations such as erection decking, perimeter debris netting, leading edge work, self-climbing form systems, and the installation of cocoon systems unless directly supervised by a Carpenter High Rise A worker.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$40.19

Supplemental Benefit Rate per Hour: \$16.75

**Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

The second shift wage rate shall be 113% of the straight time hourly wage rate. There must be a first shift in order to work a second shift.

(Carpenters District Council)

## **CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST**

### **Carpenter - Hod Hoist**

(Assisted by Mason Tender)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$50.50**

Supplemental Benefit Rate per Hour: **\$39.56**

### **Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

### **Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

(Carpenters District Council)

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## **CARPENTER - WOOD WATER STORAGE TANK**

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

**Tank Mechanic**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$34.14  
Supplemental Benefit Rate per Hour: \$19.00

**Tank Helper**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$27.30  
Supplemental Benefit Rate per Hour: \$19.00

**Overtime**

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

**Paid Holidays**

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

**Vacation**

Employed for one (1) year.....one (1) week vacation (40 hours)  
Employed for three (3) years.....two (2) weeks vacation (80 hours)  
Employed for more than twenty (20) years.....three (3) weeks vacation (120 hours)

**SICK LEAVE:**

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

(Carpenters District Council)

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**CEMENT & CONCRETE WORKER**

**Cement & Concrete Worker**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$43.53

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

Supplemental Benefit Rate per Hour: **\$28.95**

Supplemental Note: **\$32.45 on Saturdays; \$35.95 on Sundays & Holidays**

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

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$33.05**

Supplemental Benefit Rate per Hour: **\$20.95**

Supplemental Note: **\$22.45 on Saturdays; \$23.95 on Sundays & Holidays**

**Overtime Description**

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

**Overtime**

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

1/2 day before Christmas Day

1/2 day before New Year's Day

**Shift Rates**

On shift work extending over a twenty-four hour period, all shifts are paid at straight time.

(Cement Concrete Workers District Council)

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**CEMENT MASON**

**Cement Mason**

Effective Period: 7/1/2019 - 6/30/2020



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

Wage Rate per Hour: **\$44.97**

Supplemental Benefit Rate per Hour: **\$40.56**

Supplemental Note: Supplemental benefit time and one half rate: **\$71.19**; Double time rate: double the base supplemental benefit rate.

### Overtime Description

Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday.

### Overtime Holidays

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

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

### Shift Rates

For an off shift day, (work at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential. Four Days a week at Ten (10)hour day.

(Local #780) (BCA)

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## CORE DRILLER

### Core Driller

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$40.44**

Supplemental Benefit Rate per Hour: **\$26.70**

### Core Driller Helper

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$32.12**

Supplemental Benefit Rate per Hour: **\$26.70**

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

**Core Driller Helper(Third year in the industry)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$28.91

Supplemental Benefit Rate per Hour: \$26.70

**Core Driller Helper (Second year in the industry)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$25.70

Supplemental Benefit Rate per Hour: \$26.70

**Core Driller Helper (First year in the industry)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$22.48

Supplemental Benefit Rate per Hour: \$26.70

**Overtime Description**

Time and one half the regular rate for work on a holiday plus Holiday pay when worked.

**Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Shift Rates**

The shift day shall be the continuous eight and one-half (8½) hours from 6:00 A.M. to 2:30 P.M. and from 2:30 P.M. to 11:00 P.M., including one-half (½) hour of employees regular rate of pay for lunch. When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive seventy-five cents (\$0.75) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

(Carpenters District Council)

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

**DERRICKPERSON AND RIGGER**

**Derrick Person & Rigger**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$50.91

Supplemental Benefit Rate per Hour: \$54.11

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$55.53 - For work performed in Staten Island.

**Derrick Person & Rigger - Site Work**

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

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$42.59

Supplemental Benefit Rate per Hour: \$42.37

**Overtime Description**

The first two hours of overtime on weekdays and the first seven hours of work on Saturdays are paid at time and one half for wages and supplemental benefits. All additional overtimes is paid at double time for wages and supplemental benefits. Deduct \$1.42 from the Staten Island hourly benefits rate before computing overtime.

**Overtime**

Double time the regular rate for Sunday.

**Overtime Holidays**

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

New Year's Day  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

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

(Local #197)

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**DIVER**

**Diver (Marine)**

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

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$69.22  
Supplemental Benefit Rate per Hour: \$51.73

**Diver Tender (Marine)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$49.14  
Supplemental Benefit Rate per Hour: \$51.73

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.  
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

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

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

**Paid Holidays**

None

**Shift Rates**

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

(Carpenters District Council)

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**DOCKBUILDER - PILE DRIVER**

**Dockbuilder - Pile Driver**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$54.63  
Supplemental Benefit Rate per Hour: \$51.73

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

**Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

**Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

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**DRIVER: TRUCK (TEAMSTER)**

**Driver - Dump Truck**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$41.18

Supplemental Benefit Rate per Hour: \$49.65

Supplemental Note: Over 40 hours worked: at time and one half rate - \$22.08; at double time rate - \$29.44

**Driver - Tractor Trailer**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$43.84

Supplemental Benefit Rate per Hour: \$49.03

Supplemental Note: Over 40 hours worked: at time and one half rate - \$19.80; at double time rate - \$26.40

**Driver - Euclid & Turnapull Operator**

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

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$44.40**

Supplemental Benefit Rate per Hour: **\$49.03**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$19.80; at double time rate - \$26.40

### Overtime Description

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

### Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Shift Rates

Off single shift work commencing between 6:00 P.M. and 5:00 A.M. shall work eight and one half (8 1/2) hours allowing for one half hour for lunch and be paid 117.3% of the straight time hourly wage rate.

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### Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$39.00**

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

Supplemental Benefit Rate per Hour: \$45.52

Supplemental Note: Over 40 hours worked: time and one half rate \$16.78; double time rate \$22.37

**Overtime Description**

For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to paid for these holidays, provided they shape each remaining workday during that calendar week.

**Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

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

President's Day

Columbus Day

Veteran's Day

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

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Christmas Day

(Local #282)

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**ELECTRICIAN**

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

**Electrician "A" (Regular Day / Day Shift)**

Effective Period: 7/1/2019 - 6/30/2020

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

Wage Rate per Hour: \$56.00  
Supplemental Benefit Rate per Hour: \$56.54

**Electrician "A" (Regular Day Overtime after 7 hrs / Day Shift Overtime after 8 hrs)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$84.00  
Supplemental Benefit Rate per Hour: \$60.07

**Electrician "A" (Swing Shift)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$65.71  
Supplemental Benefit Rate per Hour: \$64.36

**Electrician "A" (Swing Shift Overtime After 7.5 hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$98.57  
Supplemental Benefit Rate per Hour: \$68.51

**Electrician "A" (Graveyard Shift)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$73.60  
Supplemental Benefit Rate per Hour: \$70.94

**Electrician "A" (Graveyard Shift Overtime After 7 hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$110.40  
Supplemental Benefit Rate per Hour: \$75.59

**Overtime**

Time and one half the regular rate after a 7 hour day.  
Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on a holiday.  
New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving



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

Christmas Day

**Paid Holidays**

None

**Shift Rates**

When so elected by the Employer, one or more shifts of at least five days duration may be scheduled as follows:  
Day Shift: 8:00 am to 4:30 pm, Swing Shift 4:30 pm to 12:30 am, Graveyard Shift: 12:30 am to 8:00 am.

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is \$24.92.

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**Electrician "M" (First 8 hours)**

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$29.00**

Supplemental Benefit Rate per Hour: **\$23.43**

First and Second Year "M" Wage Rate Per Hour: **\$24.50**

First and Second Year "M" Supplemental Rate: **\$21.07**

**Electrician "M" (Overtime After First 8 hours)**

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$43.50**

Supplemental Benefit Rate per Hour: **\$25.26**

First and Second Year "M" Wage Rate Per Hour: **\$36.75**

First and Second Year "M" Supplemental Rate: **\$22.62**

**Overtime**

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

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

President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

(Local #3)

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**ELECTRICIAN - ALARM TECHNICIAN**

(Scope of Work - Inspect, test, repair, and replace defective, malfunctioning, or broken devices, components and controls of Fire, Burglar and Security Systems)

**Alarm Technician**

Effective Period: 7/1/2019 - 3/9/2020

Wage Rate per Hour: **\$33.40**

Supplemental Benefit Rate per Hour: **\$17.68**

Supplemental Note: \$16.06 only after 8 hours worked in a day

Effective Period: 3/10/2020 - 6/30/2020

Wage Rate per Hour: **\$33.90**

Supplemental Benefit Rate per Hour: **\$18.43**

Supplemental Note: \$16.80 only after 8 hours worked in a day

**Overtime Description**

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.

Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

**Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Paid Holidays**

New Year's Day

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

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

**Shift Rates**

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:00 A.M.

**Vacation**

At least 1 year of employment.....ten (10) days  
5 years or more of employment.....fifteen (15) days  
10 years of employment.....twenty (20) days  
Plus one Personal Day per year

**Sick Days:**

One day per Year. Up to 4 vacation days may be used as sick days.

(Local #3)

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**ELECTRICIAN-STREET LIGHTING WORKER**

**Electrician - Electro Pole Electrician**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$56.00  
Supplemental Benefit Rate per Hour: \$58.44

**Electrician - Electro Pole Foundation Installer**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$42.66  
Supplemental Benefit Rate per Hour: \$43.52

**Electrician - Electro Pole Maintainer**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$36.61  
Supplemental Benefit Rate per Hour: \$39.16

**Overtime Description**

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

Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.

Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.

Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

### Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Paid Holidays

None

(Local #3)

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## ELEVATOR CONSTRUCTOR

### Elevator Constructor

Effective Period: 7/1/2019 - 3/16/2020

Wage Rate per Hour: \$66.95

Supplemental Benefit Rate per Hour: \$36.65

Effective Period: 3/17/2020 - 6/30/2020

Wage Rate per Hour: \$69.56

Supplemental Benefit Rate per Hour: \$37.47

### Overtime Description

For New Construction: work performed after 7 or 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

### Overtime

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

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

**Paid Holidays**

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Vacation**

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

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**ELEVATOR REPAIR & MAINTENANCE**

**Elevator Service/Modernization Mechanic**

Effective Period: 7/1/2019 - 3/16/2020

Wage Rate per Hour: **\$52.44**

Supplemental Benefit Rate per Hour: **\$36.55**

Effective Period: 3/17/2020 - 6/30/2020

Wage Rate per Hour: **\$54.56**

Supplemental Benefit Rate per Hour: **\$37.37**

**Overtime Description**

For Scheduled Service Work: Double time - work scheduled in advance by two or more workers performed on Sundays, Holidays, and between midnight and 7:00am.

**Overtime**

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

**Paid Holidays**

New Year's Day  
President's Day

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

Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Shift Rates**

Afternoon shift - regularly hourly rate plus a (15%) fifteen percent differential. Graveyard shift - time and one half the regular rate.

**Vacation**

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

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**ENGINEER**

**Engineer - Heavy Construction Operating Engineer I**

Cherry pickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$70.71

Supplemental Benefit Rate per Hour: \$39.74

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: \$113.14

**Engineer - Heavy Construction Operating Engineer II**

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherry pickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 man auger.

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

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$68.58**  
Supplemental Benefit Rate per Hour: **\$39.74**  
Supplemental Note: **\$72.08** on overtime  
Shift Wage Rate: **\$109.73**

**Engineer - Heavy Construction Operating Engineer III**

Minor Equipment such as Tractors, Post Hole Diggers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers five tons and under, Tugger Holsts, Dual Purpose Trucks, Fork Lifts, and Dempsey Dumpers, Fireperson.

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$65.00**  
Supplemental Benefit Rate per Hour: **\$39.74**  
Supplemental Note: **\$72.08** on overtime  
Shift Wage Rate: **\$104.00**

**Engineer - Heavy Construction Maintenance Engineer I**

Installing, Repairing, Maintaining, Dismantling and Manning of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills of a similar nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Holsts, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except River Cofferdam Pumps and Wells Point Pumps; Motorized Buggies (three or more); equipment used in the cleaning and televising of sewers, but not limited to jet-rodder/vacuum truck, vacall/vactor, closed circuit television inspection equipment; high powered water pumps, jet pumps; screed machines and concrete finishing machines of a similar nature; vermeers.

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$68.25**  
Supplemental Benefit Rate per Hour: **\$39.74**  
Supplemental Note: **\$72.08** on overtime  
Shift Wage Rate: **\$109.20**

**Engineer - Heavy Construction Maintenance Engineer II**

On Base Mounted Tower Cranes

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$90.00**  
Supplemental Benefit Rate per Hour: **\$39.74**  
Supplemental Note: **\$72.08** on overtime  
Shift Wage Rate: **\$144.00**

**Engineer - Heavy Construction Maintenance Engineer III**

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

On Generators, Light Towers

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$44.64

Supplemental Benefit Rate per Hour: \$39.74

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: \$71.42

**Engineer - Heavy Construction Maintenance Engineer IV**

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$45.83

Supplemental Benefit Rate per Hour: \$39.74

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: \$73.33

**Engineer - Steel Erection Maintenance Engineers**

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$65.31

Supplemental Benefit Rate per Hour: \$39.74

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: \$104.50

**Engineer - Steel Erection Oiler I**

On a Truck Crane

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$61.05

Supplemental Benefit Rate per Hour: \$39.74

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: \$97.68

**Engineer - Steel Erection Oiler II**

On a Crawler Crane

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$46.18

Supplemental Benefit Rate per Hour: \$39.74

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: \$73.89

**Overtime Description**



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

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

**Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

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

**Paid Holidays**

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

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**Engineer - Building Work Maintenance Engineers I**

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$62.45

Supplemental Benefit Rate per Hour: \$39.74

Supplemental Note: \$72.08 on overtime

**Engineer - Building Work Maintenance Engineers II**

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$48.26

Supplemental Benefit Rate per Hour: \$39.74

Supplemental Note: \$72.08 on overtime

**Engineer - Building Work Oilers I**

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

All gasoline, electric, diesel or air operated Gradealls: Concrete Pumps, Overhead Cranes in Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines; Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$59.33**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: **\$72.08** on overtime

**Engineer - Building Work Oilers II**

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$43.78**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: **\$72.08** on overtime

**Overtime Description**

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

**Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

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

**Paid Holidays**

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

**Shift Rates**

Off Shift: double time the regular hourly rate.

(Local #15)

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

## ENGINEER - CITY SURVEYOR AND CONSULTANT

### Party Chief

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$40.41**

Supplemental Benefit Rate per Hour: **\$22.75**

Supplemental Note: Overtime Benefit Rate - \$27.25 per hour (time & one half) \$31.75 per hour (double time).

### Instrument Person

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$33.13**

Supplemental Benefit Rate per Hour: **\$22.75**

Supplemental Note: Overtime Benefit Rate - \$27.25 per hour (time & one half) \$31.75 per hour (double time).

### Rodperson

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$28.54**

Supplemental Benefit Rate per Hour: **\$22.75**

Supplemental Note: Overtime Benefit Rate - \$27.25 per hour (time & one half) \$31.75 per hour (double time).

### Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

### Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

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

**ENGINEER - FIELD (BUILDING CONSTRUCTION)**  
**(Construction of Building Projects, Concrete Superstructures, etc.)**

**Field Engineer - BC Party Chief**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$65.44**

Supplemental Benefit Rate per Hour: **\$35.12**

Supplemental Note: Overtime Benefit Rate - \$49.33 per hour (time & one half) \$63.54 per hour (double time).

**Field Engineer - BC Instrument Person**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$50.83**

Supplemental Benefit Rate per Hour: **\$35.12**

Supplemental Note: Overtime Benefit Rate - \$49.33 per hour (time & one half) \$63.54 per hour (double time).

**Field Engineer - BC Rodperson**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$32.84**

Supplemental Benefit Rate per Hour: **\$35.12**

Supplemental Note: Overtime Benefit Rate - \$49.33 per hour (time & one half) \$63.54 per hour (double time).

**Overtime Description**

Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

**Paid Holidays**

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

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

**ENGINEER - FIELD (HEAVY CONSTRUCTION)**  
(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations,  
Engineering Structures etc.)

**Field Engineer - HC Party Chief**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$74.18**

Supplemental Benefit Rate per Hour: **\$36.51**

Supplemental Note: Overtime benefit rate - \$51.29 per hour (time & one half), \$66.07 per hour (double time).

**Field Engineer - HC Instrument Person**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$54.47**

Supplemental Benefit Rate per Hour: **\$36.51**

Supplemental Note: Overtime benefit rate - \$51.29 per hour (time & one half), \$66.07 per hour (double time).

**Field Engineer - HC Rodperson**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$45.70**

Supplemental Benefit Rate per Hour: **\$36.51**

Supplemental Note: Overtime benefit rate - \$51.29 per hour (time & one half), \$66.07 per hour (double time).

**Overtime Description**

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

**Paid Holidays**

New Year's Day  
Lincoln's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

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

## **ENGINEER - FIELD (STEEL ERECTION)**

### **Field Engineer - Steel Erection Party Chief**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$69.15**

Supplemental Benefit Rate per Hour: **\$36.01**

Supplemental Note: Overtime benefit rate - \$50.54 per hour (time & one half), \$65.07 per hour (double time).

### **Field Engineer - Steel Erection Instrument Person**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$53.88**

Supplemental Benefit Rate per Hour: **\$36.01**

Supplemental Note: Overtime benefit rate - \$50.54 per hour (time & one half), \$65.07 per hour (double time).

### **Field Engineer - Steel Erection Rodperson**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$36.04**

Supplemental Benefit Rate per Hour: **\$36.01**

Supplemental Note: Overtime benefit rate - \$50.54 per hour (time & one half), \$65.07 per hour (double time).

### **Overtime Description**

Time and one half the regular rate for Saturday for the first eight hours worked.

Double time the regular rate for Saturday for work performed in excess of eight hours.

### **Overtime**

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

Double time the regular rate for Sunday.

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

### **Paid Holidays**

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

## **ENGINEER - OPERATING**

### **Operating Engineer - Road & Heavy Construction I**

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$81.17

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

Shift Wage Rate: \$129.87

### **Operating Engineer - Road & Heavy Construction II**

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$84.01

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

Shift Wage Rate: \$134.42

### **Operating Engineer - Road & Heavy Construction III**

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$86.69

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

Shift Wage Rate: \$138.70

### **Operating Engineer - Road & Heavy Construction IV**

Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$84.62

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

Shift Wage Rate: \$135.39

### **Operating Engineer - Road & Heavy Construction V**

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

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

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$82.96**  
Supplemental Benefit Rate per Hour: **\$32.95**  
Supplemental Note: **\$59.95** overtime hours  
Shift Wage Rate: **\$132.74**

**Operating Engineer - Road & Heavy Construction VI**

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$78.85**  
Supplemental Benefit Rate per Hour: **\$32.95**  
Supplemental Note: **\$59.95** overtime hours  
Shift Wage Rate: **\$126.16**

**Operating Engineer - Road & Heavy Construction VII**

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$63.81**  
Supplemental Benefit Rate per Hour: **\$32.95**  
Supplemental Note: **\$59.95** overtime hours  
Shift Wage Rate: **\$102.10**

**Operating Engineer - Road & Heavy Construction VIII**

Utility Compressors

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$49.67**  
Supplemental Benefit Rate per Hour: **\$32.95**  
Supplemental Note: **\$59.95** overtime hours  
Shift Wage Rate: **\$62.44**

**Operating Engineer - Road & Heavy Construction IX**

Horizontal Boring Rig

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$75.02**  
Supplemental Benefit Rate per Hour: **\$32.95**  
Supplemental Note: **\$59.95** overtime hours  
Shift Wage Rate: **\$120.03**

**Operating Engineer - Road & Heavy Construction X**

Elevators (manually operated as personnel hoist).



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

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$69.01  
Supplemental Benefit Rate per Hour: \$32.95  
Supplemental Note: \$59.95 overtime hours  
Shift Wage Rate: \$110.42

**Operating Engineer - Road & Heavy Construction XI**

Compressors (Portable 3 or more in battery), Driving of Truck Mounted Compressors, Well-point Pumps, Tugger Machines Well Point Pumps, Churn Drill.

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$53.74  
Supplemental Benefit Rate per Hour: \$32.95  
Supplemental Note: \$59.95 overtime hours  
Shift Wage Rate: \$85.98

**Operating Engineer - Road & Heavy Construction XII**

All Drills and Machines of a similar nature.

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$79.68  
Supplemental Benefit Rate per Hour: \$32.95  
Supplemental Note: \$59.95 overtime hours  
Shift Wage Rate: \$127.49

**Operating Engineer - Road & Heavy Construction XIII**

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$77.19  
Supplemental Benefit Rate per Hour: \$32.95  
Supplemental Note: \$59.95 overtime hours  
Shift Wage Rate: \$123.50

**Operating Engineer - Road & Heavy Construction XIV**

Concrete Mixer

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$73.82  
Supplemental Benefit Rate per Hour: \$32.95  
Supplemental Note: \$59.95 overtime hours  
Shift Wage Rate: \$118.11

**Operating Engineer - Road & Heavy Construction XV**

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

Compressors (Portable Single or two in Battery, not over 100 feet apart), Pumps (River Cofferdam) and Welding Machines, Push Button Machines, All Engines Irrespective of Power (Power-Pac) used to drive auxiliary equipment; Air, Hydraulic, etc.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$49.99**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$79.98**

**Operating Engineer - Road & Heavy Construction XVI**

Concrete Breaking Machines, Hoists (Single Drum), Load Masters, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$70.53**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$112.85**

**Operating Engineer - Road & Heavy Construction XVII**

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$71.06**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$113.70**

**Operating Engineer - Road & Heavy Construction XVIII**

Tower Crane

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$101.71**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$162.74**

**Operating Engineer - Paving I**

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$78.85**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

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

Shift Wage Rate: \$126.16

**Operating Engineer - Paving II**

Asphalt Roller

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$76.83

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

Shift Wage Rate: \$122.93

**Operating Engineer - Paving III**

Asphalt Plants

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$65.08

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

Shift Wage Rate: \$104.13

**Operating Engineer - Concrete I**

Cranes

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$84.25

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

**Operating Engineer - Concrete II**

Compressors

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$50.37

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

**Operating Engineer - Concrete III**

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$67.45

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

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

**Operating Engineer - Steel Erection I**

Three Drum Derricks

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$87.14**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$139.42**

**Operating Engineer - Steel Erection II**

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$83.75**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$134.00**

**Operating Engineer - Steel Erection III**

Compressors, Welding Machines.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$49.95**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$79.92**

**Operating Engineer - Steel Erection IV**

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$47.58**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Shift Wage Rate: **\$76.13**

**Operating Engineer - Building Work I**

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$69.51**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

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

**Operating Engineer - Building Work II**

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, Jacking System, etc.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$52.21

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

**Operating Engineer - Building Work III**

Double Drum

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$79.02

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

**Operating Engineer - Building Work IV**

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$83.68

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

**Operating Engineer - Building Work V**

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$77.15

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

**Operating Engineer - Building Work VI**

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$76.35

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

**Operating Engineer - Building Work VII**

Rack & Pinion and House Cars

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

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$60.84**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

For New House Car projects Wage Rate per Hour **\$48.70**

### **Overtime Description**

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

### **Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

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

### **Paid Holidays**

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

### **Shift Rates**

For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

(Operating Engineer Local #14)

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## **FLOOR COVERER**

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

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

**Floor Coverer**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$50.50**

Supplemental Benefit Rate per Hour: **\$45.98**

**Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Paid Holidays**

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

1/2 day on New Year's Eve if work is performed in the A.M.

**Shift Rates**

Two shifts may be utilized with the first shift working 8 a.m. to the end of the shift at straight time rate of pay. The wage rate for the second shift consisting of 7 hours shall be paid at 114.29% of straight time wage rate. The wage rate for the second shift consisting of 8 hours shall be paid 112.5% of the straight time wage rate. There must be a first shift to work the second shift.

(Carpenters District Council)

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**GLAZIER**

**(New Construction, Remodeling, and Alteration)**

**Glazier**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$46.05**

Supplemental Benefit Rate per Hour: **\$43.39**

Supplemental Note: Supplemental Benefit Overtime Rate: **\$65.10**

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

**Overtime**

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

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

Shifts shall be any 8 consecutive hours after the normal working day for which the Glazier shall receive 9 hours pay for 8 hours worked.

(Local #1281)

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**GLAZIER - REPAIR & MAINTENANCE**

(For the Installation of Glass - All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$141,750)

**Craft Jurisdiction for repair, maintenance and fabrication**

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non-commercial buildings), Glass tinting.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$25.64

Supplemental Benefit Rate per Hour: \$22.29

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Sunday.  
Time and one half the regular rate for work on the following holiday(s).



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

Time and one half the regular hourly rate after 40 hours in any work week.

**Paid Holidays**

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Local #1281)

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**HAZARDOUS MATERIAL HANDLER**

(Removal, abatement, encapsulation or decontamination of asbestos, lead, mold, or other toxic or hazardous waste/materials)

**Handler**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$36.50

Supplemental Benefit Rate per Hour: \$16.45

**Overtime**

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

Time and one half the regular rate for Sunday.

Time and one half the regular hourly rate after 40 hours in any work week.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
Easter.

**Paid Holidays**

None

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

(Local #78 and Local #12A)

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## HEAT AND FROST INSULATOR

### Heat & Frost Insulator

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$61.46

Supplemental Benefit Rate per Hour: \$40.46

### Overtime Description

Double time shall be paid for supplemental benefits during overtime work.  
8th hour paid at time and one half.

### Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

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

Labor Day

### Paid Holidays

None

### Shift Rates

The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium.

(Local #12) (BCA)

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

**HOUSE WRECKER  
(TOTAL DEMOLITION)**

**House Wrecker - Tier A**

On all work sites the first, second, eleventh and every third House Wrecker thereafter will be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). Other House Wreckers may be Tier B House Wreckers.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$37.18**

Supplemental Benefit Rate per Hour: **\$29.77**

**House Wrecker - Tier B**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$26.41**

Supplemental Benefit Rate per Hour: **\$22.18**

**Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

(Mason Tenders District Council)

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**IRON WORKER - ORNAMENTAL**

**Iron Worker - Ornamental**

Effective Period: 7/1/2019 - 6/30/2020

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

Wage Rate per Hour: **\$45.15**

Supplemental Benefit Rate per Hour: **\$55.62**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

**Overtime Description**

Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter, time and one half the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

**Overtime**

Double time the regular rate for Sunday.

**Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

For off shift work - 8 hours pay for 7 hours of work. When two or three shifts are employed on a job, Monday through Friday, the workday for each shift shall be seven hours and paid for ten and one-half hours at the single time rate. When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven hours and paid fifteen and three-quarters hours.

(Local #580)

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**IRON WORKER - STRUCTURAL**

**Iron Worker - Structural**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$51.05**

Supplemental Benefit Rate per Hour: **\$76.89**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

**Overtime Description**

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

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).  
New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

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

**Shift Rates**

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

(Local #40 & #361)

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**LABORER**

(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

**Laborer**

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$42.65  
Supplemental Benefit Rate per Hour: \$44.48

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

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

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

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

**Paid Holidays**

Labor Day  
Thanksgiving Day

**Shift Rates**

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

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**LANDSCAPING**

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

**Landscaper (Year 6 and above)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$31.75  
Supplemental Benefit Rate per Hour: \$16.05

**Landscaper (Year 3 - 5)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$30.72  
Supplemental Benefit Rate per Hour: \$16.05

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

**Landscaper (up to 3 years)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$28.14  
Supplemental Benefit Rate per Hour: \$16.05

**Groundperson**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$28.14  
Supplemental Benefit Rate per Hour: \$16.05

**Tree Remover / Pruner**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$36.92  
Supplemental Benefit Rate per Hour: \$16.05

**Landscaper Sprayer (Pesticide Applicator)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$26.59  
Supplemental Benefit Rate per Hour: \$16.05

**Watering - Plant Maintainer**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$21.40  
Supplemental Benefit Rate per Hour: \$16.05

**Overtime Description**

For all overtime work performed, supplemental benefits shall include an additional seventy-five (\$0.75) cents per hour.

**Overtime**

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

**Paid Holidays**

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

**Shift Rates**

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

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

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## **MARBLE MECHANIC**

### **Marble Setter**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$54.44**

Supplemental Benefit Rate per Hour: **\$40.77**

### **Marble Finisher**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$42.86**

Supplemental Benefit Rate per Hour: **\$38.22**

### **Marble Polisher**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$39.81**

Supplemental Benefit Rate per Hour: **\$30.35**

### **Marble Maintenance Finisher**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$24.31**

Supplemental Benefit Rate per Hour: **\$13.34**

### **Overtime Description**

Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

### **Overtime**

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

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

New Year's Day

President's Day

Good Friday



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

Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

(Local #7)

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**MASON TENDER**

**Mason Tender**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$38.40

Supplemental Benefit Rate per Hour: \$31.04

**Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

**Overtime Holidays**

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

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

**Paid Holidays**

None

**Shift Rates**

The employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate. When it is not possible to conduct alteration work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

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

(Local #79)

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## **MASON TENDER (INTERIOR DEMOLITION WORKER)**

### **Mason Tender Tier A**

Tier A Interior Demolition Worker performs all burning, chopping, and other technically skilled tasks related to interior demolition work.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$36.44**

Supplemental Benefit Rate per Hour: **\$24.50**

### **Mason Tender Tier B**

Tier B Interior Demolition Worker performs manual work and work incidental to demolition work, such as loading and carting of debris from the work site to an area where it can be loaded in to bins/trucks for removal. Also performs clean-up of the site when demolition is completed.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$25.63**

Supplemental Benefit Rate per Hour: **\$18.82**

### **Overtime**

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

Time and one half the regular rate for Sunday.

### **Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

None

(Local #79)

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

## METALLIC LATHER

### Metallic Lather

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$46.23

Supplemental Benefit Rate per Hour: \$46.67

Supplemental Note: Overtime Supplemental Benefit rate - \$57.92

### Overtime Description

Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

### Overtime

Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

### Overtime Holidays

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

New Year's Day  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Christmas Day

### Paid Holidays

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

### Shift Rates

There will be no shift differential paid on the first shift if more than one shift is employed. The shift differential will remain \$12/hour on the second and third shift for the first eight (8) hours if worked. There will be no pyramiding on overtime worked on second and third shifts. The time and one half (1.5x) rate will be against the base wage rate, not the shift differential

(Local #46)

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## MILLWRIGHT

### Millwright

Effective Period: 7/1/2019 - 6/30/2020

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

Wage Rate per Hour: **\$54.20**

Supplemental Benefit Rate per Hour: **\$53.81**

**Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

**Overtime Holidays**

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

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

1/2 day on New Year's Eve if work is performed in the A.M.

**Shift Rates**

The first shift shall receive the straight time rate of pay. The second shift receives the straight time rate of pay plus fifteen (15%) per cent. Members of the second shift shall be allowed one half hour to eat, with this time being included in the hours of the workday established. There must be a first shift to work a second shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) per cent for weekday hours.

(Local #740)

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**MOSAIC MECHANIC**

**Mosaic Mechanic - Mosaic & Terrazzo Mechanic**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$49.91**

Supplemental Benefit Rate per Hour: **\$43.24**

**Mosaic Mechanic - Mosaic & Terrazzo Finisher**

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

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$48.31  
Supplemental Benefit Rate per Hour: \$43.24

**Mosaic Mechanic - Machine Operator Grinder**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$48.31  
Supplemental Benefit Rate per Hour: \$43.24

**Overtime**

Time and one half the regular rate after a 7 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

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

New Year's Day  
Washington's Birthday  
Good Friday  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

(Local #7)

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**PAINTER**

**Painter - Brush & Roller**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$43.00  
Supplemental Benefit Rate per Hour: \$32.49  
Supplemental Note: \$ 37.75 on overtime

**Spray & Scaffold / Decorative / Sandblast**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$46.00

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

Supplemental Benefit Rate per Hour: **\$32.49**  
Supplemental Note: \$ 37.75 on overtime

**Overtime**

Time and one half the regular rate after a 7 hour day.  
Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

(District Council of Painters #9)

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**PAINTER - LINE STRIPING (ROADWAY)**

**Striping - Machine Operator**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$35.00**

Supplemental Benefit Rate per Hour: **\$12.37**

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

**Lineperson (Thermoplastic)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$39.00**

Supplemental Benefit Rate per Hour: **\$12.37**

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

**Overtime Description**

For Paid Holidays: Employees will only receive Holiday Pay for holidays not worked if said employee worked both the weekday before and the weekday after the holiday.

**Overtime**

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

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

Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.  
Time and one half the regular rate for work on the following holiday(s).

**Paid Holidays**

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

**Shift Rates**

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.  
Friday may be used as a make-up day.

**Vacation**

Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation. Vacation must be taken during winter months.

(Local #1010)

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**PAINTER - METAL POLISHER**

**METAL POLISHER**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$30.58  
Supplemental Benefit Rate per Hour: \$7.16

**METAL POLISHER - NEW CONSTRUCTION**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$31.53  
Supplemental Benefit Rate per Hour: \$7.16

**METAL POLISHER - SCAFFOLD OVER 34 FEET**

Effective Period: 7/1/2019 - 6/30/2020

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

Wage Rate per Hour: **\$34.08**

Supplemental Benefit Rate per Hour: **\$7.16**

### Overtime Description

All work performed on Saturdays shall be paid at time-in-a half. The exception being; for suspended scaffold work and work deemed as a construction project; an eight (8) hour shift lost during the week due to circumstances beyond the control of the employer, up to a maximum of eight (8) hours per week, may be worked on Saturday at the straight time rate.

### Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

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

### Paid Holidays

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Shift Rates

Four Days a week at Ten (10) hours straight a day.

Local 8A-28A

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## PAINTER - SIGN

### Sign Painter

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$41.98**

Supplemental Benefit Rate per Hour: **\$20.10**

### Assistant Sign Painter

Effective Period: 7/1/2019 - 6/30/2020



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

Wage Rate per Hour: \$35.67  
Supplemental Benefit Rate per Hour: \$18.47

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.  
Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Vacation**

At least 1 year of employment.....1 week  
2 years or more of employment.....2 weeks  
8 years or more of employment.....3 weeks.

(Local #8A-28A)

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**PAINTER - STRUCTURAL STEEL**

**Painters on Structural Steel**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$49.50  
Supplemental Benefit Rate per Hour: \$41.83

**Painter - Power Tool**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$55.50  
Supplemental Benefit Rate per Hour: \$41.83  
Overtime Wage Rate: \$6.00 above the "Painters on Structural Steel" overtime rate.

**Overtime Description**

Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

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

**Overtime**

Time and one half the regular rate after a 7 hour day.  
Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.

**Overtime Holidays**

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

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

**Paid Holidays**

None

**Shift Rates**

Regular hourly rates plus a ten per cent (10%) differential

(Local #806)

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**PAPERHANGER**

**Paperhanger**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$45.40

Supplemental Benefit Rate per Hour: \$34.74

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

**Overtime**

Time and one half the regular rate after a 7 hour day.  
Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

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

**Paid Holidays**

None

**Shift Rates**

Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

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**PAVER AND ROADBUILDER**

**Paver & Roadbuilder - Formsetter**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$46.85**

Supplemental Benefit Rate per Hour: **\$44.86**

Supplemental Note: For time and one half overtime - \$48.74 For double overtime - \$52.61

**Paver & Roadbuilder - Laborer**

Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work for installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry/seal coating, paving stones, maintenance of safety surfaces; play equipment installation, and other related work.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$42.98**

Supplemental Benefit Rate per Hour: **\$44.86**

Supplemental Note: For time and one half overtime - \$48.74 For double overtime - \$52.61

**Production Paver & Roadbuilder - Screed Person**

(Production paving is asphalt paving when using a paving machine or on a project where a paving machine is traditionally used)

Adjustment of paving machinery on production paving jobs.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$47.45**

Supplemental Benefit Rate per Hour: **\$44.86**

Supplemental Note: For time and one half overtime - \$48.74 For double overtime - \$52.61

**Production Paver & Roadbuilder - Raker**

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

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$46.85**

Supplemental Benefit Rate per Hour: **\$44.86**

Supplemental Note: For time and one half overtime - \$48.74 For double overtime - \$52.61

**Production Paver & Roadbuilder - Shoveler**

General laborer (except removal of surfaces - see Paver and Roadbuilder-Laborer) including but not limited to tamper, AC paint and liquid tar work.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$42.98**

Supplemental Benefit Rate per Hour: **\$44.86**

Supplemental Note: For time and one half overtime - \$48.74 For double overtime - \$52.61

**Overtime Description**

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay.

**Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

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

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

**Paid Holidays**

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

**Shift Rates**

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time.

When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 10% over the single time rate for the screed person, rakers and shovelers directly involved only. This differential is to be paid when there is only one shift and the shift works at night. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

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

(Local #1010)

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## **PLASTERER**

### **Plasterer**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$45.93**

Supplemental Benefit Rate per Hour: **\$26.52**

### **Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

### **Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

When it is not possible to conduct work during regular working hours (between 6:30am and 4:30pm), a shift differential shall be paid at the regular hourly rate plus a twelve per cent (12%) per hour differential. Workers on shift work shall be allowed a paid one-half hour meal break.

(Local #262)

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## **PLASTERER - TENDER**

### **Plasterer - Tender**

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

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$38.40**

Supplemental Benefit Rate per Hour: **\$31.04**

### **Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

### **Overtime Holidays**

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

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

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## **PLUMBER**

### **Plumber**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$69.00**

Supplemental Benefit Rate per Hour: **\$37.20**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

### **Plumber - Temporary Services**

Temporary Services - When there are no Plumbers on the job site, there may be three shifts designed to cover the entire twenty-four hour period, including weekends if necessary, at the following rate straight time.

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

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$55.28  
Supplemental Benefit Rate per Hour: \$29.68

**Overtime Description**

Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is \$1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

**Overtime**

Double time the regular time rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

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

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Shift Rates**

Shift work, when directly specified in public agency or authority documents where plumbing contract is \$8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

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**PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)**

(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

**Plumber**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$43.05  
Supplemental Benefit Rate per Hour: \$17.71

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

**Overtime**

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

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

(Plumbers Local # 1)

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**PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME  
CONSTRUCTION)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$47.89**

Supplemental Benefit Rate per Hour: **\$26.74**

**Overtime**

Double time the regular rate after an 8 hour day.  
Double time the regular time rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

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

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day



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

**Paid Holidays**

None

**Shift Rates**

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday.  
50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

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**PLUMBER: PUMP & TANK**  
**Oil Trades (Installation and Maintenance)**

**Plumber - Pump & Tank**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$67.45**

Supplemental Benefit Rate per Hour: **\$25.26**

**Overtime**

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

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Paid Holidays**

None

**Shift Rates**

All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

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

(Plumbers Local #1)

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**POINTER, WATERPROOFER, CAULKER, SANDBLASTER,  
STEAMBLASTER**  
(Exterior Building Renovation)

**Journey person**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$53.42

Supplemental Benefit Rate per Hour: \$26.52

**Overtime**

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

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

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

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**ROOFER**

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

**Roofer**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$43.50**  
Supplemental Benefit Rate per Hour: **\$33.81**

**Overtime**

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

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).  
New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)

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**SHEET METAL WORKER**

**Sheet Metal Worker**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$50.15**  
Supplemental Benefit Rate per Hour: **\$50.55**  
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

**Sheet Metal Worker - Fan Maintenance**

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$40.12**  
Supplemental Benefit Rate per Hour: **\$50.55**

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

**Sheet Metal Worker - Duct Cleaner**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$16.08

Supplemental Benefit Rate per Hour: \$11.63

**Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Paid Holidays**

None

**Shift Rates**

Work that can only be performed outside regular working hours (eight hours of work between 7:30 A.M. and 3:30

P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate.

Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays.

(Local #28)

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**SHEET METAL WORKER - SPECIALTY  
(Decking & Siding)**

**Sheet Metal Specialty Worker**

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

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$46.30

Supplemental Benefit Rate per Hour: \$25.95

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

### Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

### Paid Holidays

None

(Local #28)

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## SHIPYARD WORKER

### Shipyard Mechanic - First Class

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$28.50

Supplemental Benefit Rate per Hour: \$3.95

### Shipyard Mechanic - Second Class

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$19.07

Supplemental Benefit Rate per Hour: \$3.59

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

**Shipyard Laborer - First Class**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$23.40**  
Supplemental Benefit Rate per Hour: **\$3.75**

**Shipyard Laborer - Second Class**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$17.38**  
Supplemental Benefit Rate per Hour: **\$3.52**

**Shipyard Dockhand - First Class**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$21.57**  
Supplemental Benefit Rate per Hour: **\$3.68**

**Shipyard Dockhand - Second Class**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$17.28**  
Supplemental Benefit Rate per Hour: **\$3.52**

**Overtime Description**

Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.  
Time and one half the regular hourly rate after 40 hours in any work week.

**Paid Holidays**

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Based on Survey Data

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

**SIGN ERECTOR**  
**(Sheet Metal, Plastic, Electric, and Neon)**

**Sign Erector**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$49.35  
Supplemental Benefit Rate per Hour: \$54.63

**Overtime**

Time and one half the regular rate after a 7 hour day.  
Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.  
Time and one half the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Shift Rates**

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

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**STEAMFITTER**

**Steamfitter I**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$57.50  
Supplemental Benefit Rate per Hour: \$57.29  
Supplemental Note: Overtime supplemental benefit rate: \$113.84

**Steamfitter -Temporary Services**

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

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$43.70

Supplemental Benefit Rate per Hour: \$46.54

### **Overtime**

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

Work performed between 3:30 P.M. and 7:00 A.M. and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate and paid at the overtime supplemental benefit rate above.

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### **Steamfitter II**

For heating, ventilation, air conditioning and mechanical public work contracts with a dollar value not to exceed \$30,000,000 and for fire protection/sprinkler public work contracts not to exceed \$3,000,000.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$57.50

Supplemental Benefit Rate per Hour: \$57.29

Supplemental Note: Overtime supplemental benefit rate: \$113.84

### **Steamfitter -Temporary Services**



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

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$43.70

Supplemental Benefit Rate per Hour: \$46.54

### Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Paid Holidays

None

### Shift Rates

May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M. Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a 15% percent premium on wage and 15% percent premium on supplemental benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

Local #638

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## STEAMFITTER - REFRIGERATION AND AIR CONDITIONER (Maintenance and Installation Service Person)

### Refrigeration and Air Conditioner Mechanic

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

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$42.35**

Supplemental Benefit Rate per Hour: **\$17.46**

**Refrigeration and Air Conditioner Service Person V**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$34.80**

Supplemental Benefit Rate per Hour: **\$15.59**

**Refrigeration and Air Conditioner Service Person IV**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$28.83**

Supplemental Benefit Rate per Hour: **\$14.05**

**Refrigeration and Air Conditioner Service Person III**

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$24.74**

Supplemental Benefit Rate per Hour: **\$12.91**

**Refrigeration and Air Conditioner Service Person II**

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$20.51**

Supplemental Benefit Rate per Hour: **\$11.83**

**Refrigeration and Air Conditioner Service Person I**

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$15.01**

Supplemental Benefit Rate per Hour: **\$10.60**

**Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Double time and one half the regular rate for work on the following holiday(s).

Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Columbus Day

**Paid Holidays**

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

(Local #638B)

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**STONE MASON - SETTER**

**Stone Mason - Setter**

(Assisted by Derrickperson and Rigger)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$54.17**

Supplemental Benefit Rate per Hour: **\$42.65**

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

1/2 day on Christmas Eve if work is performed in the A.M.

**Shift Rates**

For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

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**TAPER**

**Drywall Taper**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$47.82

Supplemental Benefit Rate per Hour: \$26.81

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #1974)

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**TELECOMMUNICATION WORKER**

(Install/maintain/repair telecommunications cables carrying data, video, and/or voice except for installation on building construction/alteration/renovation projects.)

**Telecommunication Worker**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$44.75**

Supplemental Benefit Rate per Hour: **\$23.15**

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$22.84 for Staten Island only.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

**Shift Rates**

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

**Vacation**

After 6 months.....one week.  
After 12 months but less than 7 years.....two weeks.  
After 7 or more but less than 15 years.....three weeks.  
After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

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**TILE FINISHER**

**Tile Finisher**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$42.72  
Supplemental Benefit Rate per Hour: \$33.57

**Overtime**

Time and one half the regular rate after a 7 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

**Paid Holidays**

None

**Shift Rates**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

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## TILE LAYER - SETTER

### Tile Layer - Setter

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$54.84

Supplemental Benefit Rate per Hour: \$38.32

### Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

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## TIMBERPERSON

### Timberperson

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$50.05

Supplemental Benefit Rate per Hour: \$51.03

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Time and one half the regular hourly rate after 40 hours in any work week.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Local #1636)

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**TUNNEL WORKER**

**Blasters, Mucking Machine Operators (Compressed Air Rates)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$65.42

Supplemental Benefit Rate per Hour: \$56.42

**Tunnel Workers (Compressed Air Rates)**

Includes shield driven liner plate portions or solidification portions work (8 hour shift) during excavation phase.

Effective Period: 7/1/2019 - 6/30/2020



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$63.21**  
Supplemental Benefit Rate per Hour: **\$54.60**

**Top Nipper (Compressed Air Rates)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$62.02**  
Supplemental Benefit Rate per Hour: **\$53.57**

**Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$60.84**  
Supplemental Benefit Rate per Hour: **\$52.63**

**Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$60.84**  
Supplemental Benefit Rate per Hour: **\$52.63**

**Changehouse Attendant: Powder Watchperson (Compressed Air Rates)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$53.40**  
Supplemental Benefit Rate per Hour: **\$49.60**

**Blasters (Free Air Rates)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$62.41**  
Supplemental Benefit Rate per Hour: **\$54.17**

**Tunnel Workers (Free Air Rates)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$59.72**  
Supplemental Benefit Rate per Hour: **\$51.89**

**All Others (Free Air Rates)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$55.18**  
Supplemental Benefit Rate per Hour: **\$48.03**

**Microtunneling (Free Air Rates)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$47.78

Supplemental Benefit Rate per Hour: \$41.51

### Overtime Description

For work performed during excavation and primary concrete tunnel lining phases - Double time the regular rate after an 8 hour day and Saturday, Sunday and on the following holiday(s) listed below.

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, Saturday, Sunday and double time the regular rate for work on the following holiday(s) listed below.

For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

For work not listed above - Time and one half the regular rate after an 8 hour day and Saturday and double time the regular rate on Sunday and on the following holiday(s) listed below.

### Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

(Local #147)

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## UTILITY LOCATOR

(Locate & mark underground utilities for street excavation.)

### Utility Locator (Year 7 and above)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$31.56

Supplemental Benefit Rate per Hour: \$1.93

### Utility Locator (Year 5 - 6)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$22.85

Supplemental Benefit Rate per Hour: \$1.93

### Utility Locator (Year 4)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$21.54**  
Supplemental Benefit Rate per Hour: \$1.93

**Utility Locator (Year 3)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$20.30**  
Supplemental Benefit Rate per Hour: \$1.93

**Utility Locator (Year 2)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$19.13**  
Supplemental Benefit Rate per Hour: \$1.93

**Utility Locator (Year 1)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$18.04**  
Supplemental Benefit Rate per Hour: \$1.93

**Utility Locator (Up to 1 year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$17.00**  
Supplemental Benefit Rate per Hour: \$1.93  
Supplemental Note: No benefits for the first 90 days of employment.

**Overtime**

Time and one half the regular rate for work on the following Paid Holiday(s).  
Time and one half the regular hourly rate after 40 hours in any work week.

**Paid Holidays**

- New Year's Day
- Memorial Day
- Independence Day
- Thanksgiving Day
- Christmas Day

**Shift Rates**

10% shift differential to employees working any shift starting between noon and 5 AM.

**Vacation**

- For up to 1 year ..... 0 hours
- For year 1 - 2 ..... 48 hours per year
- For year 3 - 9 ..... 96 hours per year
- For year 10 or more ..... 144 hours per year

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

**Sick Days:**

**For up to 1 year employee receives 40 hours paid sick leave.**

**For year 1 employee earns 2 hours of paid sick leave for every 100 overtime hours worked.**

**For year 2 - 9 years employee earns 4 hours of paid sick leave for every 100 overtime hours worked.**

**For year 10 or more employee earns 6 hours of paid sick leave for every 100 overtime hours worked.**

**(C.W.A.)**

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**WELDER**

**TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE  
PERFORMING THE WORK.**

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE**

**OFFICE OF THE COMPTROLLER**

**CITY OF NEW YORK**

**CONSTRUCTION APPRENTICE  
PREVAILING WAGE SCHEDULE**

**Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be paid at the apprentice rates in this schedule. Apprentices who are not so registered must be paid as journey persons in accordance with the trade classification of the work they actually performed.**

**Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**BOILERMAKER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Boilermaker (First Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$31.76

**Boilermaker (Second Year: 1st Six Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$33.59

**Boilermaker (Second Year: 2nd Six Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$35.43

**Boilermaker (Third Year: 1st Six Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$37.25

**Boilermaker (Third Year: 2nd Six Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 85% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$39.08

**Boilermaker (Fourth Year: 1st Six Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 90% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$40.93

**Boilermaker (Fourth Year: 2nd Six Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 95% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$42.75

(Local #5)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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**BRICKLAYER**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

**Bricklayer (First 750 Hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$20.61

**Bricklayer (Second 750 Hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$20.61

**Bricklayer (Third 750 Hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$20.61

**Bricklayer (Fourth 750 Hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$20.61

**Bricklayer (Fifth 750 Hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 90% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$20.61

**Bricklayer (Sixth 750 Hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 95% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$20.61

(Bricklayer District Council)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**CARPENTER**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

**Carpenter (First Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.44

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.49

**Carpenter (Second Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.44

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.49

**Carpenter (Third Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.44

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.49

**Carpenter (Fourth Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.44

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.49

(Carpenters District Council)

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**CARPENTER - HIGH RISE CONCRETE FORMS**

**(Ratio of Apprentice to Journeyman: 1 to 1, 2 to 5)**

**Carpenter - High Rise (First Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$17.52

Supplemental Benefit Rate per Hour: \$16.30

**Carpenter - High Rise (Second Year)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$23.95  
Supplemental Benefit Rate per Hour: \$16.43

**Carpenter - High Rise (Third Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$30.53  
Supplemental Benefit Rate per Hour: \$16.56

**Carpenter - High Rise (Fourth Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$38.15  
Supplemental Benefit Rate per Hour: \$16.71

(Carpenters District Council)

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**CEMENT MASON**  
**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

**Cement Mason (First Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

**Cement Mason (Second Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

**Cement Mason (Third Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 70% of Journeyman's Rate

(Local #780)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**CEMENT AND CONCRETE WORKER**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Cement & Concrete Worker (First 1333 hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$20.00

**Cement & Concrete Worker (Second 1333 hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$25.45

**Cement & Concrete Worker (Last 1334 hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$26.95

**Cement & Concrete Worker (Hired after 2/6/2016 - First 1334 hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 53% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$14.04

**Cement & Concrete Worker (Hired after 2/6/2016 - Second 1334 hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 69% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$18.97

**Cement & Concrete Worker (Hired after 2/6/2016 - Last 1334 hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 85% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$20.05

(Cement Concrete Workers District Council)

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**DERRICKPERSON & RIGGER (STONE)**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Derrickperson & Rigger (stone) - First Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: 50% of Journeyperson's rate

**Derrickperson & Rigger (stone) - Second Year: 1st Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
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: 7/1/2019 - 6/30/2020  
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: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 90% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

(Local #197)

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**DOCKBUILDER/PILE DRIVER**  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

**Dockbuilder/Pile Driver (First Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$34.12

**Dockbuilder/Pile Driver (Second Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$34.12

**Dockbuilder/Pile Driver (Third Year)**

Effective Period: 7/1/2019 - 6/30/2020

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$34.12

**Dockbuilder/Pile Driver (Fourth Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$34.12

(Carpenters District Council)

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**ELECTRICIAN**

**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**

**Electrician (First Term: 0-6 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$15.75  
Supplemental Benefit Rate per Hour: \$14.03  
Overtime Supplemental Rate Per Hour: \$15.07

**Electrician (First Term: 7-12 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$16.25  
Supplemental Benefit Rate per Hour: \$14.28  
Overtime Supplemental Rate Per Hour: \$15.36

**Electrician (Second Term: 0-6 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$17.25  
Supplemental Benefit Rate per Hour: \$14.79  
Overtime Supplemental Rate Per Hour: \$15.94

**Electrician (Second Term: 7-12 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$18.25  
Supplemental Benefit Rate per Hour: \$15.30  
Overtime Supplemental Rate Per Hour: \$16.51

**Electrician (Third Term: 0-6 Months)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$19.25

Supplemental Benefit Rate per Hour: \$15.81

Overtime Supplemental Rate Per Hour: \$17.09

**Electrician (Third Term: 7-12 Months)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$20.25

Supplemental Benefit Rate per Hour: \$16.32

Overtime Supplemental Rate Per Hour: \$17.67

**Electrician (Fourth Term: 0-6 Months)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$21.25

Supplemental Benefit Rate per Hour: \$16.83

Overtime Supplemental Rate Per Hour: \$18.24

**Electrician (Fourth Term: 7-12 Months)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$23.25

Supplemental Benefit Rate per Hour: \$17.85

Overtime Supplemental Rate Per Hour: \$19.39

**Electrician (Fifth Term: 0-12 Months)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$24.50

Supplemental Benefit Rate per Hour: \$21.07

Overtime Supplemental Rate Per Hour: \$22.62

**Electrician (Fifth Term: 13-18 Months)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$29.00

Supplemental Benefit Rate per Hour: \$23.43

Overtime Supplemental Rate Per Hour: \$25.26

**Overtime Description**

Overtime Wage paid at time and one half the regular rate

(Local #3)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**ELEVATOR CONSTRUCTOR**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

**Elevator (Constructor) - First Year**

Effective Period: 7/1/2019 - 3/16/2020  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$31.52

Effective Period: 3/17/2020 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$32.14

**Elevator (Constructor) - Second Year**

Effective Period: 7/1/2019 - 3/16/2020  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$32.03

Effective Period: 3/17/2020 - 6/30/2020  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$32.67

**Elevator (Constructor) - Third Year**

Effective Period: 7/1/2019 - 3/16/2020  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Rate Per Hour: \$33.06

Effective Period: 3/17/2020 - 6/30/2020  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Rate Per Hour: \$33.74

**Elevator (Constructor) - Fourth Year**

Effective Period: 7/1/2019 - 3/16/2020  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Rate Per Hour: \$34.08

Effective Period: 3/17/2020 - 6/30/2020  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Rate Per Hour: \$34.80

(Local #1)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**ELEVATOR REPAIR & MAINTENANCE**  
**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)**

**Elevator Service/Modernization Mechanic (First Year)**

Effective Period: 7/1/2019 - 3/16/2020  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Benefit Per Hour: \$31.47

Effective Period: 3/17/2020 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Benefit Per Hour: \$32.09

**Elevator Service/Modernization Mechanic (Second Year)**

Effective Period: 7/1/2019 - 3/16/2020  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Benefit Per Hour: \$31.98

Effective Period: 3/17/2020 - 6/30/2020  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Benefit Per Hour: \$32.62

**Elevator Service/Modernization Mechanic (Third Year)**

Effective Period: 7/1/2019 - 3/16/2020  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Benefit Per Hour: \$32.99

Effective Period: 3/17/2020 - 6/30/2020  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Benefit Per Hour: \$33.67

**Elevator Service/Modernization Mechanic (Fourth Year)**

Effective Period: 7/1/2019 - 3/16/2020  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Benefit Per Hour: \$34.01

Effective Period: 3/17/2020 - 6/30/2020  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Benefit Per Hour: \$34.73

(Local #1)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**ENGINEER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 5)

**Engineer - First Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$25.38  
Supplemental Benefit Rate per Hour: \$26.69

**Engineer - Second Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$31.72  
Supplemental Benefit Rate per Hour: \$26.69

**Engineer - Third Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$34.89  
Supplemental Benefit Rate per Hour: \$26.69

**Engineer - Fourth Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$38.06  
Supplemental Benefit Rate per Hour: \$26.69

(Local #15)

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**ENGINEER - OPERATING**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 5)

**Operating Engineer - First Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour 40% of Journeyman's Rate  
Supplemental Benefit Per Hour: \$22.45

**Operating Engineer - Second Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyman's Rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Supplemental Benefit Per Hour: \$22.45

**Operating Engineer - Third Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 60% of Journeyman's Rate  
Supplemental Benefit Per Hour: \$22.45

(Local #14)

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**FLOOR COVERER**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Floor Coverer (First Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 40% of Journeyman's rate  
Supplemental Rate Per Hour: \$31.24

**Floor Coverer (Second Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$31.24

**Floor Coverer (Third Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Rate Per Hour: \$31.24

**Floor Coverer (Fourth Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Rate Per Hour: \$31.24

(Carpenters District Council)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**GLAZIER**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)**

**Glazier (First Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

**Glazier (Second Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

**Glazier (Third Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

**Glazier (Fourth Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #1281)

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**HAZARDOUS MATERIAL HANDLER**

**(Ratio of Apprentice Journeyman: 1 to 1, 1 to 3)**

**Handler (First 1000 Hours)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 78% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$14.25

**Handler (Second 1000 Hours)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$14.25

**Handler (Third 1000 Hours)**

Effective Period: 7/1/2019 - 6/30/2020

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 83% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$14.25

**Handler (Fourth 1000 Hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 89% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$14.25

(Local #78)

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**HEAT & FROST INSULATOR**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Heat & Frost Insulator (First Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 35% of Journeyman's rate

**Heat & Frost Insulator (Second Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 45% of Journeyman's rate

**Heat & Frost Insulator (Third Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

**Heat & Frost Insulator (Fourth Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

(Local #12)

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**HOUSE WRECKER**  
(TOTAL DEMOLITION)  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**House Wrecker - First Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$21.17  
Supplemental Benefit Rate per Hour: \$19.09

**House Wrecker - Second Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$22.32  
Supplemental Benefit Rate per Hour: \$19.09

**House Wrecker - Third Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$23.97  
Supplemental Benefit Rate per Hour: \$19.09

**House Wrecker - Fourth Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$26.53  
Supplemental Benefit Rate per Hour: \$19.09

(Mason Tenders District Council)

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**IRON WORKER - ORNAMENTAL**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Iron Worker (Ornamental) - 1st Ten Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$40.20

**Iron Worker (Ornamental) - 11 -16 Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$41.44

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Iron Worker (Ornamental) - 17 - 22 Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$42.68

**Iron Worker (Ornamental) - 23 - 28 Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Rate Per Hour: \$45.17

**Iron Worker (Ornamental) - 29 - 36 Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Rate Per Hour: \$47.65

(Local #580)

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**IRON WORKER - STRUCTURAL**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

**Iron Worker (Structural) - 1st Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$26.62  
Supplemental Benefit Rate per Hour: \$53.09

**Iron Worker (Structural) - 7- 18 Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$27.22  
Supplemental Benefit Rate per Hour: \$53.09

**Iron Worker (Structural) - 19 - 36 months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$27.83  
Supplemental Benefit Rate per Hour: \$53.09

(Local #40 and #361)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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**LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)**

(Ratio Apprentice to Journeyman: 1 to 1, 1 to 3)

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First 1000 hours**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$44.48

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$44.48

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Rate Per Hour: \$44.48

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 90% of Journeyman's rate  
Supplemental Rate Per Hour: \$44.48

(Local #731)

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**MARBLE MECHANICS**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Cutters & Setters - First 750 Hours**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

**Cutters & Setters - Second 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 45% of Journeyman's rate

**Cutters & Setters - Third 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

**Cutters & Setters - Fourth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

**Cutters & Setters - Fifth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

**Cutters & Setters - Sixth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

**Cutters & Setters - Seventh 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 70% of Journeyman's rate

**Cutters & Setters - Eighth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

**Cutters & Setters - Ninth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

**Cutters & Setters - Tenth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 95% of Journeyman's rate



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Polishers & Finishers - First 900 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 70% of Journeyman's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

**Polishers & Finishers - Second 900 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

**Polishers & Finishers - Third 900 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 90% of Journeyman's rate

(Local #7)

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**MASON TENDER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Mason Tender - First Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$21.39

Supplemental Benefit Rate per Hour: \$19.90

**Mason Tender - Second Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$22.54

Supplemental Benefit Rate per Hour: \$19.90

**Mason Tender - Third Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$24.29

Supplemental Benefit Rate per Hour: \$19.90

**Mason Tender - Fourth Year**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$26.95  
Supplemental Benefit Rate per Hour: \$19.90

(Local #79)

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**METALLIC LATHER**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Metallic Lather (First Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$23.04  
Supplemental Benefit Rate per Hour: \$20.00

**Metallic Lather (Second Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$28.38  
Supplemental Benefit Rate per Hour: \$20.66

**Metallic Lather (Third Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$34.68  
Supplemental Benefit Rate per Hour: \$21.32

**Metallic Lather (Fourth Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$37.18  
Supplemental Benefit Rate per Hour: \$21.82

(Local #46)

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**MILLWRIGHT**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Millwright (First Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$29.16  
Supplemental Benefit Rate per Hour: \$34.66

**Millwright (Second Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$34.46  
Supplemental Benefit Rate per Hour: \$38.31

**Millwright (Third Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$39.76  
Supplemental Benefit Rate per Hour: \$42.61

**Millwright (Fourth Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$50.36  
Supplemental Benefit Rate per Hour: \$49.27

(Local #740)

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**PAINTER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Painter - Brush & Roller - First Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$17.20  
Supplemental Benefit Rate per Hour: \$15.05

**Painter - Brush & Roller - Second Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$21.50  
Supplemental Benefit Rate per Hour: \$19.39

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Painter - Brush & Roller - Third Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$25.80

Supplemental Benefit Rate per Hour: \$22.79

**Painter - Brush & Roller - Fourth Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$34.40

Supplemental Benefit Rate per Hour: \$29.16

(District Council of Painters)

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**PAINTER - METAL POLISHER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Metal Polisher (First Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$13.00

Supplemental Benefit Rate per Hour: \$5.13

**Metal Polisher (Second Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$13.00

Supplemental Benefit Rate per Hour: \$5.13

**Metal Polisher (Third Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$15.75

Supplemental Benefit Rate per Hour: \$5.13

(Local 8A-28)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**PAINTER - STRUCTURAL STEEL**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Painters - Structural Steel (First Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

**Painters - Structural Steel (Second Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

**Painters - Structural Steel (Third Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #806)

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**PAVER AND ROADBUILDER**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Paver and Roadbuilder - First Year (Minimum 1000 hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$28.86  
Supplemental Benefit Rate per Hour: \$21.40

**Paver and Roadbuilder - Second Year (Minimum 1000 hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$30.50  
Supplemental Benefit Rate per Hour: \$21.40

(Local #1010)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**PLASTERER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Plasterer - First Year: 1st Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 40% of Journeyman's rate  
Supplemental Rate Per Hour: \$13.88

**Plasterer - First Year: 2nd Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 45% of Journeyman's rate  
Supplemental Rate Per Hour: \$14.36

**Plasterer - Second Year: 1st Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$16.44

**Plasterer - Second Year: 2nd Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$17.53

**Plasterer - Third Year: 1st Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Rate Per Hour: \$19.72

**Plasterer - Third Year: 2nd Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Rate Per Hour: \$20.81

(Local #530)

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**PLASTERER - TENDER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Plasterer Tender - First Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$21.39  
Supplemental Benefit Rate per Hour: \$19.90

**Plasterer Tender - Second Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$22.54  
Supplemental Benefit Rate per Hour: \$19.90

**Plasterer Tender - Third Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$24.29  
Supplemental Benefit Rate per Hour: \$19.90

**Plasterer Tender - Fourth Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$26.95  
Supplemental Benefit Rate per Hour: \$19.90

(Local #79)

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**PLUMBER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Plumber - First Year: 1st Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$16.28  
Supplemental Benefit Rate per Hour: \$5.43

**Plumber - First Year: 2nd Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$19.28  
Supplemental Benefit Rate per Hour: \$6.43

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Plumber - Second Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$27.23**  
Supplemental Benefit Rate per Hour: **\$19.80**

**Plumber - Third Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$29.33**  
Supplemental Benefit Rate per Hour: **\$19.80**

**Plumber - Fourth Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$32.18**  
Supplemental Benefit Rate per Hour: **\$19.80**

**Plumber - Fifth Year: 1st Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$33.58**  
Supplemental Benefit Rate per Hour: **\$19.80**

**Plumber - Fifth Year: 2nd Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$45.65**  
Supplemental Benefit Rate per Hour: **\$19.80**

(Plumbers Local #1)

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**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: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: **\$26.36**  
Supplemental Benefit Rate per Hour: **\$14.00**



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Second Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$29.42  
Supplemental Benefit Rate per Hour: \$18.97

**Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Third Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$34.80  
Supplemental Benefit Rate per Hour: \$21.72

**Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Fourth Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$41.93  
Supplemental Benefit Rate per Hour: \$22.72

(Bricklayer District Council)

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**ROOFER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

**Roofer - First Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 35% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$3.36

**Roofer - Second Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$16.92

**Roofer - Third Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$20.29

**Roofer - Fourth Year**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$25.37

(Local #8)

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**SHEET METAL WORKER**  
**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)**

**Sheet Metal Worker (0-6 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 25% of Journeyman's rate  
Supplemental Rate Per Hour: \$6.51

**Sheet Metal Worker (7-18 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 35% of Journeyman's rate  
Supplemental Rate Per Hour: \$18.57

**Sheet Metal Worker (19-30 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 45% of Journeyman's rate  
Supplemental Rate Per Hour: \$25.40

**Sheet Metal Worker (31-36 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$29.95

**Sheet Metal Worker (37-42 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$29.95

**Sheet Metal Worker (43-48 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Rate Per Hour: \$36.83

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Sheet Metal Worker (49-54 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Rate Per Hour: \$36.83

**Sheet Metal Worker (55-60 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Rate Per Hour: \$41.42

(Local #28)

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**SIGN ERECTOR**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Sign Erector - First Year: 1st Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 35% of Journeyman's rate  
Supplemental Rate Per Hour: \$15.75

**Sign Erector - First Year: 2nd Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 40% of Journeyman's rate  
Supplemental Rate Per Hour: \$17.86

**Sign Erector - Second Year: 1st Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 45% of Journeyman's rate  
Supplemental Rate Per Hour: \$19.98

**Sign Erector - Second Year: 2nd Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$22.12

**Sign Erector - Third Year: 1st Six Months**

Effective Period: 7/1/2019 - 6/30/2020

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$29.92

**Sign Erector - Third Year: 2nd Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$32.56

**Sign Erector - Fourth Year: 1st Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Rate Per Hour: \$35.92

**Sign Erector - Fourth Year: 2nd Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Rate Per Hour: \$38.65

**Sign Erector - Fifth Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Rate Per Hour: \$41.33

**Sign Erector - Sixth Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Rate Per Hour: \$44.01

(Local #137)

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**STEAMFITTER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Steamfitter - First Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate and Supplemental Per Hour: 40% of Journeyman's rate

**Steamfitter - Second Year**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

**Steamfitter - Third Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

**Steamfitter - Fourth Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

**Steamfitter - Fifth Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate and Supplemental Rate Per Hour: 85% of Journeyperson's rate.

(Local #638)

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**STONE MASON - SETTER**

(Ratio Apprentice of Journeyperson: 1 to 1, 1 to 2)

**Stone Mason - Setters - First 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

**Stone Mason - Setters - Second 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

**Stone Mason - Setters - Third 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

**Stone Mason - Setters - Fourth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Stone Mason - Setters - Fifth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 90% of Journeyman's rate

Supplemental Rate Per Hour: 50% of Journeyman's rate

**Stone Mason - Setters - Sixth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 100% of Journeyman's rate

Supplemental Rate Per Hour: 50% of Journeyman's rate

(Bricklayers District Council)

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**TAPER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Drywall Taper - First Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

**Drywall Taper - Second Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

**Drywall Taper - Third Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #1974)

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**TILE LAYER - SETTER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Tile Layer - Setter - First 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

**Tile Layer - Setter - Second 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

**Tile Layer - Setter - Third 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

**Tile Layer - Setter - Fourth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

**Tile Layer - Setter - Fifth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

**Tile Layer - Setter - Sixth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 95% of Journeyman's rate

(Local #7)

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**TIMBERPERSON**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)**

**Timberperson - First Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 40% of Journeyman's rate  
Supplemental Rate Per Hour: \$33.76

**Timberperson - Second Year**

Effective Period: 7/1/2019 - 6/30/2020

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Rate Per Hour: \$33.76

**Timberperson - Third Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Rate Per Hour: \$33.76

**Timberperson - Fourth Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$33.76

(Local #1536)



CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE

# ADDENDA CONTROL SHEET

BID OPENING DATE: July 23, 2019

PROJECT NO.: SANDR01

DESCRIPTION: HYLAN BOULEVARD STREETScape IMPROVEMENTS

Addendum		Addendum Contains:				
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Amendments	Drawings (number)
1	06/21/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
2	06/25/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
3	06/25/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
4	07/08/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
5	7/12/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)

The Table above is a guide. Refer to the referenced Addendum for specific information.

ATTACH TO CONTRACT DOCUMENTS

THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN

PROJECT ID: SANDR01  
HYLAN BOULEVARD STREETScape IMPROVEMENTS  
FROM SEAVER AVENUE TO STOBE AVENUE

INCLUDING SIDEWALK, SEWER, WATER MAIN, BMP,  
STREET LIGHTING, AND TRAFFIC WORK

TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF STATEN ISLAND  
CITY OF NEW YORK

ADDENDUM NO. 5

DATED: July 12, 2019

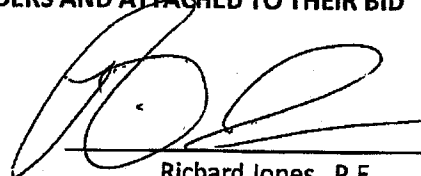
THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. **For the Pre-Bid Conference held on July 9, 2019:**
  - a. See the attached Sign-In Sheet of Attendees.
  - b. Attendees were reminded of contract requirements that differ from usual DDC Infrastructure contracts, and that the bidders must carefully read the GOSR-Pages in Volume 3 for the specific requirements, which include:
    1. State M/WBE requirements;
    2. Section 3 requirements.
  - c. Attendees were advised to ask any questions in writing.

END OF ADDENDUM NO. 5

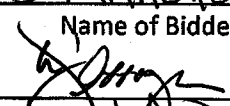
By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of ONE (1) page and TWO (2) pages of attachments.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BID



Richard Jones, P.E.  
Executive Director

J. D'Annunzio & Sons, Inc.  
Name of Bidder

By:   
Michael D. D'Annunzio A5-1  
President

**NYC** Department of  
**DDC** Design and  
Construction

**PRE-BID CONFERENCE SIGN IN SHEET**

PROJECT NO. SA00001

DATE: 7/9/19

DESCRIPTION: \_\_\_\_\_

COMPANY NAME (Please print clearly)	COMPANY REPRESENTATIVE (Please print clearly)	TELEPHONE NO. FAX NO.	E-MAIL ADDRESS:
DDC PM	Landry Philemy	718 391 3196	Philemy@ddc
DDC - ODIP	LEA MARI	718-391-1003	casele@ddc.ny
DDC - ODIP	Janelle Husain	718-391-1322	husainj@ddc
THELENN CREEK PROPERTIES	JEFF KOPYVA	201-957-5657	JKOPYVA@T
Posillico Civil Inc.	Andy Garretti	718-412-9668	AGARRETT@POS.
Posillico Civil Inc.	Joseph Tappani	516-779-4368	JTAPPANI@
Posillico Civil Inc.	Deirdre O'Neill	516-398-9853	doneill@pa
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DDC	Sorana Holley	718-391-2601	holley1@
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DDC	Barry Vanterpool	718 391-2310	Barry Vanterpool
DDC	Tom Libonati	718-391-1716	Libonati@



Department of  
Design and  
Construction

**PRE-BID CONFERENCE SIGN IN SHEET**

PROJECT NO. SAANDRO1

DATE: 7/9/19

DESCRIPTION: \_\_\_\_\_

COMPANY NAME (Please print clearly)	COMPANY REPRESENTATIVE (Please print clearly)	TELEPHONE NO. FAX NO.	E-MAIL ADDRESS:
Michael Baker	Philip Kirkpatrick		Philip.Kirkpa
MICHAEL BAKER	CHRISTOPHER FORDS	914-539-4810	CFORDS@MBAKER.COM
NYC DDC	Dana Gumb	718-391-3228	gumbirda@d
NYC DOT	JANED ALAM	212-839-6922	JALAM@DOT
JRCEVZ	Amanda Fory	732-290-0700	AFLORY@JR
NYC DDC	Zoeq Wu	718-391-2418	wuzo@ddc.nyc
NYC DDC	Jiaming Ye	718-391-1424	yeji@ddc.nyc
NYC DDC	MOHAMMAD A. RAHMAN	(718)-391-2931	rahmanm@d
Huicatan Corp.	Luis Figueroa	718-356-1983	lfigueroa@H
PDC	RICH SONES	718-391-1417	SONESR@PDC
GOSR	Christ McNamara	917-690-3827	Christophen@GOSR

CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE

# ADDENDA CONTROL SHEET

BID OPENING DATE: July 23, 2019

PROJECT NO.: SANDR01

DESCRIPTION: HYLAN BOULEVARD STREETScape IMPROVEMENTS

Addendum		Addendum Contains:				
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Amendments	Drawings (number)
1	06/21/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
2	06/25/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
3	06/25/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
4	07/08/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
5	07/12/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
6	07/18/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> (40)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)

The Table above is a guide. Refer to the referenced Addendum for specific information.

ATTACH TO CONTRACT DOCUMENTS

THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN

PROJECT ID: SANDR01  
HYLAN BOULEVARD STREETScape IMPROVEMENTS  
FROM SEAVER AVENUE TO STOBE AVENUE

INCLUDING SIDEWALK, SEWER, WATER MAIN, BMP,  
STREET LIGHTING, AND TRAFFIC WORK

TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF STATEN ISLAND  
CITY OF NEW YORK

ADDENDUM NO. 6

DATED: July 18 2019

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

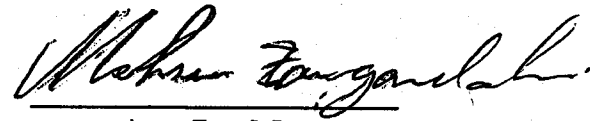
1. **Refer** to the Bid and Contract Documents, VOLUME 1 OF 3, LIST OF CONTRACT DRAWINGS, page A-5;  
**Delete** page A-5 in its entirety;  
**Substitute** with attached revised page A-5R.
2. **Refer** to the Book 3 of 3, Schedule A, Page SA-5 and Page SA-9;  
**Delete** Schedule A, Page SA-5 and Page SA-9 in their entirety;  
**Substitute** with attached revised Page SA-5R and SA-9R.
3. **Refer** to the Book 3 of 3, BMP -Pages, Pages BMP-9, BMP-61, BMP-62 and BMP-197;  
**Delete** Pages BMP-9, BMP-61, BMP-62 and BMP-197 in its entirety;  
**Substitute** with attached revised Pages BMP-9R, BMP-61R, BMP-62R and BMP-197R.  
**Add** attached new page BMP-9a following revised page BMP-9R.
4. **Refer** to the Contract Drawings, Drawing Nos. TC1, U17, ROB01 through ROB04, G-1 and C-1;  
**Delete** Drawing No. TC1, U17, ROB01 through ROB04, G-1 and C-1 in their entirety;  
**Substitute** with attached revised drawing No. TC1, U17, ROB01 through ROB04, G-1 and C-1.  
**Changes Made:** All the changes are marked as bubbles.
5. **Refer** to the Contract Drawings;  
**Insert** the attached new Drawings Nos. SD-ES-1 through SE-ES-2, SD-C-1 through SD-C-15, and SD-SF-1 through SD-SF-2 following Drawing No. SD-2
6. **Refer** to the Contract Drawings, Drawing Nos. U6 through U16, U18 and U19;  
**Change** Note "STEEL REINFORCING BARS SHALL BE GARDE 60 ASTM A615 PLAIN BARS" to "STEEL REINFORCING BARS SHALL BE GARDE 60 ASTM A615 DEFORMED BARS", wherever it appears on the Contract Drawing Nos. U6 through U16, U18 and U19.

7. Refer to the Contract Drawing No. LA9;  
Change Call-out "LOCATE PLAQUE ON RIGHT SIDE OF WALL, SEE DWG L2" to "LOCATE PLAQUE ON RIGHT SIDE OF WALL, SEE DWG LA2".
8. Refer to the Contract Drawings, Drawing No. U7;  
Add the outside wall thickness is 1'-0".
9. Refer to the Contract Drawings for MPT Sheet 41 of 57 through Sheet 53 of 57;  
Delete the MPT Drawings Sheet 41 of 57 through Sheet 53 of 57 in their entirety;  
Substitute with attached revised Drawing Nos. MPT 1 through MPT 13.
10. For additional information see the attached pages of "Questions Submitted by Bidders and DDC's Responses".

END OF ADDENDUM NO. 6

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of TWO (2) pages, FORTY (40) drawings and FIFTEEN (15) pages of attachments.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BID

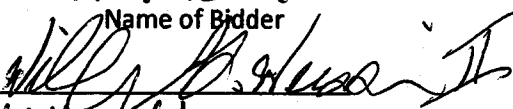


Jorge Tua, P.E.  
Executive Director

J. D'Annunzio & Sons Inc

Name of Bidder

BY:



William Weissman  
Vice President

<b>BMP NC-13 HYLAN BLVD. &amp; BMP NC-14 MEADOW PL.</b>		
<b>DRAWING INDEX, LEGEND AND NOTES</b>	<b>G-1</b>	<b>1</b>
<b>NC-13 AND NC-14 EROSION AND SEDIMENT CONTROL</b>	<b>C-1</b>	<b>2</b>
<b>NC-13 AND NC-14 FINAL SITE PLAN</b>	<b>C-2</b>	<b>3</b>
<b>NC-13 AND NC-14 GEOMETRY PLAN</b>	<b>C-3</b>	<b>4</b>
<b>NC-13 AND NC-14 PROFILES SHEET 1 OF 2</b>	<b>C-4</b>	<b>5</b>
<b>NC-13 AND NC-14 PROFILES AND CROSS-SECTIONS SHEET 2 OF 2</b>	<b>C-5</b>	<b>6</b>
<b>NC-13 AND NC-14 LANDSCAPING PLANS</b>	<b>C-6-C-7</b>	<b>7-8</b>
<b>NC-12 FINAL SITE PLAN</b>	<b>C-8</b>	<b>9</b>
<b>GENERAL NOTES AND ABBREVIATIONS</b>	<b>S-1</b>	<b>10</b>
<b>HEADWALL PLANS</b>	<b>S-2-S-2A</b>	<b>11-11A</b>
<b>HEADWALL SECTIONS AND DETAILS</b>	<b>S-3</b>	<b>12</b>
<b>WEIR WALL PLAN, SECTIONS AND ELEVATION</b>	<b>S-4</b>	<b>13</b>
<b>STANDARD DETAILS</b>	<b>SD-1-SD-2</b>	<b>14-15</b>
<b>STANDARD DETAILS – EROSION AND SEDIMENT CONTROL DETAILS</b>	<b>SD-ES-1 – SD-ES-2</b>	<b>1-2</b>
<b>STANDARD DETAILS – CIVIL DETAILS</b>	<b>SD-C-1 – SD-C-15</b>	<b>1-15</b>
<b>STANDARD DETAILS – STONE FACING DETAILS AND GENERAL NOTES</b>	<b>SD-SF-1 – SD-SF-2</b>	<b>1-2</b>
<b>SECTION UI</b>		



**(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>\$ 5,000,000</u> per occurrence and <u>\$ 5,000,000</u> per project aggregate applicable to this Contract.</p> <p>■ Additional Insureds:</p> <ol style="list-style-type: none"> <li>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,</li> <li>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),</li> <li>3. New York State Department of Transportation, including its officials and employees</li> <li>4. New York State Housing Trust Fund Corporation.</li> <li>5. NYS Governor's Office of Storm Recovery (GOSR), including Subrecipient its officials and employees</li> <li>6. National Grid.</li> </ol>

<p>[OTHER] <span style="float: right;">Art. 22.1.8</span></p> <p><input type="checkbox"/> Professional Liability</p> <p>A. The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of \$2,000,000 in the aggregate and \$1,000,000.00 per occurrence. 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] <span style="float: right;">Art. 22.1.8</span></p> <p><input checked="" type="checkbox"/> Engineer's Field Office</p> <p><b>Section 6.40, Standard Highway Specifications</b></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] <span style="float: right;">Art. 22.1.8</span></p> <p><input type="checkbox"/> The Following Additional Insurance Must Be Provided:</p> <p><b>Umbrella/Excess Liability Insurance</b> - 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>	

DIVISION VII - DETAILED SPECIFICATIONS -  
CONTRACT SANDR01

- Covering open-body trucks transporting materials likely to generate airborne dust at all times when in motion; and
- Prompt removal of earth or other material from paved streets where earth or other material has been deposited by trucking or earth-moving equipment, erosion by water, or other means.

No separate payment must be made for this work; the cost thereof must be included in the bid price for other items.

G. Sequence of Construction

All work shall be completed in accordance with the Contract Drawings, and upon approval of the Engineer. Stake out and receive approval from the Engineer for the limits of work, dewatering procedures, SWPPP, all sediment and erosion control procedures, and necessary tree guards before beginning any clearing.

Work for the proposed project will be performed in two phases, as outlined below and shown in contract drawings. The phases include the following areas:

- Area 'A': BMP NC-14
- Area 'B': BMP NC-13 section upstream of weir
- Area 'C': BMP NC-13 section downstream of weir

Landscaping is not included in construction sequencing; the Contractor must receive approval for all of the landscaping work from the Engineer prior to construction.

Suggested Sequence of Construction

Phase 1

1. Install perimeter erosion control measures, including reinforced silt fence, construction limit fence, and tree guards.
2. Install stabilized construction entrances on Hylan Boulevard, Boundary Avenue, and Laconia Avenue. Interior access shall be the responsibility of the contractor.

3. Remove existing encroachments and perform general site clearing and grubbing.
4. Install sandbags between Areas 'A' and 'B' and maintain existing stream.
5. Perform dewatering from Area 'A' to the live stream in Area 'B' as necessary to perform grading work.
6. Perform grading and install outlet structures, forebays and reno mattress in Area 'A'.

Phase 2

1. Install sandbags between Areas 'B' And 'C'
2. Perform dewatering in Area 'B' To Area 'C' as necessary to perform grading work.
3. Perform grading and install outlet structures, forebays, weirs, reno mattress and micropool in Area 'B'.
4. Install slope stabilization measures, such as jute mesh or equivalent, as indicated in the specifications. Seed and stabilize all graded areas.

7.11 **TRANSPORTATION AND HANDLING OF MATERIALS AND EQUIPMENT**

A. General

DIVISION VII - DETAILED SPECIFICATIONS -  
CONTRACT SANDR01

7.129 CONCRETE STRUCTURES

A. Work Included

The Contractor must investigate, install, test and place in satisfactory operation all Concrete Structures as shown on the Contract Drawings and specified herein. The Concrete Structures define as below:

Structure No. 1 - NC-13 Filbert Ave - Headwall  
Structure No. 2 - NC-13 Bermuda Pl - Headwall  
Structure No. 3 - NC-14 Hylan Blvd- Headwall  
Structure No. 4 - NC-13 In-Stream Weir

B. General Requirements

1. General Specifications-The General Specification: 11-Concrete (Dated November 1991) and the NYCDEP Standard Sewer and Water Main Specification are declared to be part of this specification, the same as it fully set forth elsewhere herein. Copies of this specification may be obtained from the Department. Concrete work must conform to all requirements of that specification except as modified by the applicable sections of this Specification.

2. Geotechnical Investigation

A geotechnical review must be performed by the contractor prior to construction. The geotechnical review must include an analysis of the boring data provided herein. The geotechnical review must include, but not be limited to, bearing capacity and bearing elevation, soil properties, recommendations on foundation type, and subgrade preparation recommendations. Scour must be considered in the foundation recommendations. See contract drawings for additional geotechnical review requirements. The geotechnical review must be signed and sealed by an Engineer licensed in the state of New York. The geotechnical review must be submitted by the Contractor to the Engineer. The Contractor may be required to revise the design in order to comply with the recommendations made by the Geotechnical Engineer. All modifications are to be submitted to the Engineer for review.

DIVISION VII - DETAILED SPECIFICATIONS -  
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3. Submittals

The Contract must submit to the Engineer for approval shop drawings and other materials required to substantiate conformance to the requirements set forth on the Contract Drawings and the Specifications in accordance with the Standard Sewer and Water Main Specifications. Submittals must also include all material required under the "Submittals" section of the chapters of General Specification 11, Concrete, and any additional submittals hereinafter specified.

C. Measurement and Payment

The quantity to be measured for payment under this Section must be the total number of Concrete Structures installed as directed by the Engineer.

The Contract price for each Concrete Structures must be as indicated on the Bid Schedule of Prices Item No. BMP-7.129-1 to BMP-7.129-4. The bid price must include all work and equipment necessary to complete this item in accordance with the plans and specifications and to the satisfaction of the Engineer. The Concrete Structures unit price must include but not be limited to geotechnical investigation, concrete, reinforcement, excavation, backfilling, crushed stone, geotextile, sheeting and bracing, stone facing, mudmat, SS angles, and etc. The unit price must also include removal of all existing structure and debris found at the proposed new structure location. The piles shall be paid under item 70.12AN and 70.12AT.

D. Concrete Structures Summary

<u>Item</u>	<u>Description</u>
BMP-7.129-1	Structure No. 1 - NC-13 Filbert Ave Headwall
BMP-7.129-2	Structure No. 2 - NC-13 Bermuda Pl Headwall
BMP-7.129-3	Structure No. 3 - NC-14 Hylan Blvd Headwall
BMP-7.129-4	Structure No. 4 - NC-13 In-Stream Weir

DIVISION VII - DETAILED SPECIFICATIONS -  
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12. Shipping Lists: The shipping list for the materials furnished must be endorsed with the manufacturer's voucher certifying that the materials used comply with these specifications.
13. Clean-up and Removals: After field installation is complete, the Contractor must remove from the work areas any excess material, debris, litter, etc. used for or remaining from the chain link fence installation.

C. Measurement and Payment

The Contract price per linear foot for the Black Chain Link Fence must be as indicated on the BID SCHEDULE OF PRICES, BMP - 7.604-4 for 4 ft fence.

The unit price bid must include the costs for all labor, material, equipment and incidental expenses necessary or required to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

\* \* \* \* \*

**QUESTIONS SUBMITTED BY BIDDERS AND DDC'S RESPONSES**

**Question #1:**

Item 7.129 par. C – does it include piles, mudmat, SS angles?

**DDC's Response:**

*See Article 3 of this Addendum No. 6.*

**Question #2:**

Item 7.129 – what material is being excavated under this item – contaminated, hazardous?

**DDC's Response:**

*Refer to HAZ-PAGES on BID BOOKLET 3 OF 3, results of the Phase II environmental testing can be found in the Specifications for Handling, Transportation and Disposal of Potential and Identified Contaminated and Hazardous Materials. Additionally, items 8.01 C1 and 8.01 H cover the disposal of non-hazardous contaminated soil and hazardous soil respectively if encountered.*

**Question #3:**

On dwg 40 of 47, Steel graphics refer to dwg L2 – not in bid documents.

**DDC's Response:**

*See Article 7 of this Addendum No. 6.*

**Question #4:**

On dwg C-1, the construction limit fence says to see dwg SD-ES-1 – not in bid documents

**DDC's Response:**

*See Article 5 of this Addendum No. 6.*

**Question #5:**

On dwg C-2, BMP ID Signs and bluebelt sign refer to dwg SD-C-6 – not in bid documents

**DDC's Response:**

*See Article 5 of this Addendum No. 6.*

**Question #6:**

On dwg C-2, permanent accessway with concrete pavers refer to dwg SD-C-4 – not in bid documents

**DDC's Response:**

*See Article 5 of this Addendum No. 6.*

**Question #7:**

On dwg C-2, Reno mat refers to SD-C-3 – not in bid documents

**DDC's Response:**

*See Article 5 of this Addendum No. 6.*

**Question #8:**

Drawing U7 note 1 calls for plain rebar. Plain rebar is rebar without deformation. Please confirm or revise the note.

**DDC's Response:**

*See Article 6 of this Addendum No. 6.*



**Question #9:**

Drawing U7 invert plan elevations conflict with elevations as per section AA invert elevation on drawing U8.

**DDC's Response:**

*Drawing U7 Sections A-A and B-B are applicable to Chamber 1 as shown on Drawing U6. Drawing U8 applies to Chamber 2 with its respective plans and sections shown on Drawing U8.*

**Question #10:**

Drawing U7 – what is wall thickness? Location of columns C1 for invert plan differs from roof plan.

**DDC's Response:**

*See Article 8 of this Addendum No. 6.  
Per the Column details on U6, columns C-1 are located under the roof beams. The question incorrectly refers to U7, however, the invert and roof plan are shown on U6.*

**Question #11:**

Drawing U12 indicate 8'x4' culvert as poured in place. Drawing U17 does not have this statement for the same culvert size. Any reason?

**DDC's Response:**

*See Article 4 of this Addendum No. 6.*

**Question #12:**

Drawing TC1 List of Contract Drawings calls for drawings MPT1 thru MPT13. Cannot find these drawings.

**DDC's Response:**

*See Article 4 of this Addendum No. 6.*

**Question #13:**

Drawing 41 of 57 note 3 calls for stage 1 phase 3 – cannot find applicable drawing. Same is for stage 3 phase 4 or stage 4 all phases.

**DDC's Response:**

*See Article 9 of this Addendum No. 6.*

**Question #14:**

Drawing 41 of 57 description of stages/phasing conflicts with drawing 43 of 57 phasing and staging plans. Please reconcile.

**DDC's Response:**

*See Article 9 of this Addendum No. 6.*

**Question #15:**

Drawing ROB-01.00 provides no info on water table elevations. Please confirm that no ground water is present for the depths borings are drilled.

**DDC's Response:**

*See Article 4 of this Addendum No. 6.*

**Question #16:**

Drawing S-3 note 1 refers to drawings SD-SF-1 and 2. Cannot be found.

**DDC's Response:**

*See Article 5 of this Addendum No. 6.*

**Question #17:**

Reference BMP NC-13 and NC-14 drawings: the drawings call out for standard details/drawings that were not provided nor listed in the "Specifications and Standards of New York City". A few examples include, but are not limited to: Reinforced Silt Fence DWG SD-ES-1, Pipe Collar with Stone Facing DWG SD-C-3 and 5' Wide Gravel Path SD-C-13. Please provide these specifications and standard details or indicate where they are in the documents provided.

**DDC's Response:**

*See Article 5 of this Addendum No. 6.*

**Question #18:**

BMP spec specific provisions par. 6 Restoration Specialist – is it the same as per item 7.404.A?

**DDC's Response:**

*Yes.*

**Question #19:**

Item 7.129 par. A lists culverts as a part of structures. Please confirm or revise. Same is applicable to items like catch basins, sand filter and so on.

**DDC's Response:**

*See Article 3 of this Addendum No. 6.*

**Question #20:**

Item 7.129 par. A listing of work differs from work listing as per par. C. Please reconcile.

**DDC's Response:**

*See Article 3 of this Addendum No. 6.*

**Question #21:**

Drawing U2 details for 3' x 4' culvert – rebar layout for pile plan conflicts rebar layout as shown on typical section. Same is for 8' x 4' culvert on the same sheet.

**DDC's Response:**

*The question incorrectly refers to Drawing U2. However, drawing number U12 does not show the pile distribution rebar (#6 @ 12" BW) for clarity. The plan shows the bottom layer of the box culverts.*

**Question #22:**

MPT drawing 41 of 57 – Stage 3 Phase 2 scope calls for 20" watermain installation. Actually 20" water is installed during Stage 3 Phase 1 work.

**DDC's Response:**

*See Article 9 of this Addendum No. 6.*

**Question #23:**

MPT drawing are confusing and unclear regarding sequence of chamber 2 and 3 installation. Drawing 41 of 57 scope of work for Stage 3 Phase 2 does not list chambers work in description.

**DDC's Response:**

*See Article 9 of this Addendum No. 6.*

**Question #24:**

1. Chamber 5 – during what stage/phase is it installed?
2. Chamber 4 is installed during Stage2/Phase 1 work and at elevation 6.03 is above existing road elevation. How is full intersection opened to traffic?

**DDC's Response:**

*See Article 9 of this Addendum No. 6.*

**Question #25:**

Drawing 41 of 57 General notes par. 3 list of stages/phases differs from the list of stages/phasing plans as provided on drawing 43 of 57. Please reconcile.

**DDC's Response:**

*See Article 9 of this Addendum No. 6.*

**Question #26:**

Spec page SA-5 insurance limits conflict to state required by book 3 page 30 limits. Please reconcile.

**DDC's Response:**

*See Article 2 of this Addendum No. 6.*

**Question #27:**

Spec page BMP-5 par. 7.07 calls for permits to be or were acquired by DEP. Please provide the timeframe required by DEP to obtain the permits as listed or provide copies of permits if already have been obtained.

**DDC's Response:**

*Regarding Section 7.07 Permits to be Acquired by DEP found on page BMP-5, here is the status of those permits and approvals:*

- *The US Army Corps of Engineers authorized the project with the Bluebelt Regional General Permit (RGP) issued on July 30, 2014.*
- *The NYS DEC authorized the project with the New Creek Bluebelt Watershed Level Permit issued on October 29, 2014. NYC DEP has requested the construction authorization letter for this project from NYS DEC, as required by the watershed level permit.*
- *The NYS Department of State Coastal Zone Consistency Review was accomplished with the Staten Island Drainage Plans for Mid-Island Bluebelt Final Generic Environmental Impact Statement issued on November 4, 2013.*
- *The project site is not in the Special South Richmond Development District; therefore, no approval is required under that section of the City's zoning code.*
- *The NYC Planning Commission's Waterfront Revitalization (Coastal Zone) Consistency determination was accomplished with the Staten Island Drainage Plans for Mid-Island Bluebelt Final Generic Environmental Impact Statement issued on November 4, 2013.*

*Above permits will be provided to the Contractor after contract award. Please note that the Contractor is responsible for obtaining all other necessary permits, including but not limited to NYC DOT permits and stormwater pollution prevention plan permits.*

**Question #28:**

Please clearly differentiate BMP work from DDC scope to understand which pay items are applicable to specific work. For example item 8.01C2 – is it applicable to street work, BMP or both?

**DDC's Response:**

*BMP work is for the work shown outside the street right of way limits.*

**Question #29:**

According to Phase 2 subsurface corridor investigation report borings were done for street work only. Please confirm that soil within BMP area is clean soil for disposal purposes.

**DDC's Response:**

*Please refer to HAZ-PAGES, results of the Phase II environmental testing can be found in the Specifications for Handling, Transportation and Disposal of Potential and Identified Contaminated and Hazardous Materials. Additionally, items 8.01 C1 and 8.01 H cover the disposal of non-hazardous contaminated soil and hazardous soil respectively if encountered.*

**Question #30:**

Spec page BMP-9 par. G sequence of construction as listed in items A thru I differs from as called by sequence notes on drawing C-1. Please reconcile.

**DDC's Response:**

*See Articles 3 and 4 of this Addendum No. 6.*

**Question #31:**

Reference Bid Schedule Item #95 "Laying 6-inch ductile iron pipe and fittings": the contract drawings do not show 6" d.i.p. Please indicate where this item is located.

**DDC's Response:**

*6" D.I.P. is used for the fire hydrant connection to the proposed watermain. Refer to NYC DEP Specification 62.12 and NYC DEP Std. Dwg. 31050-Z.*

**Question #32:**

Reference BMP NC-13 and NC-14 drawings: the drawings call out for standard details/drawings that were not provided nor listed in the "Specifications and Standards of New York City". A few examples include, but are not limited to: Reinforced Silt Fence DWG SD-ES-1, Pipe Collar with Stone Facing DWG SD-C-3 and 5' Wide Gravel Path SD-C-13. Please provide these specifications and standard details or indicate where they are in the documents provided.

**DDC's Response:**

*See Article 5 of this Addendum No. 6.*

**Question #33:**

Reference drawing U2, the profile shows a line for the proposed grade and for the legal grade. In some portions there is a 5ft difference. Please confirm which grade the contractor will be required to comply with.

**DDC's Response:**

*Contractor shall comply with the proposed grade line.*

**Question #34:**

Pay item BMP-7.502 – please provide fence details.

**DDC's Response:**

*See Article 5 of this Addendum No. 6.*

**Question #35:**

Pay item BMP 7.604 par. A refers to contract drawings for fence details which cannot be found. Please provide. Same item par. C refers to multiple pay items which are not listed in the bid schedule. Please reconcile.

**DDC's Response:**

*See Articles 3 and 5 of this Addendum No. 6.*

**Question #36:**

As per Addendum #3, what percentage for LBE will be required for this project?

**DDC's Response:**

*This project is not subject to LBE requirements.*

**Question #37:**

Are there any details/specifications for the (GRES) Geosynthetic Reinforced Earth Solutions system that we should be following? Also, how will the contractor get reimbursed for this item of work?

**DDC's Response:**

*Work for the (GRES) Geosynthetic Reinforced Earth Solutions system is paid for under item 554.40 and NSYDOT standard detail drawings and specifications 554 shall be utilized.*

**Question #38:**

Bid Items #001 & #002 (Asphalt Wearing Course 1.5" and 2") don't seem to exist on this project. Based on the plans and specifications provided, a full roadway reconstruction is to follow. What is DDC intention of the utilization of these bid item quantities?

**DDC's Response:**

*Item 4.02 AF-R is being used at driveways, see drawing H1. Item 4.02 AB-R is being used for the 8" water main installation along Stobe outside the full depth pavement limits, see drawing U4.*

**Question #39:**

Are all the necessary NYCDDC permits and land acquisitions acquired for this project due to this project being a "Time is of the Essence" requirement?

**DDC's Response:**

*The major work of the project will occur on City-owned property. However, because Hylan Boulevard will be raised, some grading will be necessary on adjacent private properties. Consent Letters have been sent to those private property owners, and consent has been received from the following; Block 3658 Lots 7, 8 and 9. DDC to provide update on Block 3351 Lots 116/140 – Hylan Seaver Mall Inc and Block 3551 Lot 59 – Loduca Co.*

**Question #40:**

As per the revised NTB (page 2-R) – Addendum #1, requirements for the "Debarment History Certification" needs to be provided. As mentioned in said addendum, this "certification" is referenced on page GOSR-6, but it's not provided. Please provide clarification in where we can locate said certification.

**DDC's Response:**

*Contractor if has debarment history, must provide a certification of debarment history at the time of the BID. In absence of such certificate along with the bid documents at the time of bid will be construed as, if it has no debarment history.*

**Question #41:**

As per the revised NTB (page 2-R) – Addendum #1, requirements for the “DBE Utilization Schedule” needs to be provided for the bid opening. As mentioned in said addendum, this form is referenced on page GOSR-28, but it’s not provided. Please provide clarification in where we can attain the form.

**DDC's Response:**

*Please refer to the Article 1, page A1-1 of Addendum 1, dated: 06/21/2019, which addresses your question and requirements of Article 6 on page GOSR-28.*

**Question #42:**

Due to the complexity of the above-indicated project and in order to provide you with the competitive proposal, we respectfully request a TWO week bid postponement (until August 6, 2019).

**DDC's Response:**

*There will be no postponement in the BID DATE.*

CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE

# ADDENDA CONTROL SHEET

BID OPENING DATE: July 30, 2019

PROJECT NO.: SANDR01

DESCRIPTION: HYLAN BOULEVARD STREETScape IMPROVEMENTS

Addendum		Addendum Contains:				
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Amendments	Drawings (number)
1	06/21/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
2	06/25/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
3	06/25/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
4	07/08/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
5	07/12/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
6	07/18/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> (40)
7	07/19/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)

The Table above is a guide. Refer to the referenced Addendum for specific information.

ATTACH TO CONTRACT DOCUMENTS

THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN

PROJECT ID: SANDR01  
HYLAN BOULEVARD STREETScape IMPROVEMENTS  
FROM SEAVER AVENUE TO STOBE AVENUE

INCLUDING SIDEWALK, SEWER, WATER MAIN, BMP,  
STREET LIGHTING, AND TRAFFIC WORK

TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF STATEN ISLAND  
CITY OF NEW YORK

ADDENDUM NO. 7

DATED: July 19 2019

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Bid and Contract Documents, VOLUME 1 OF 3, Attachment 1 – Bid Information on Page A-1;  
Change the dates shown for Submission of Bids and for Bid Opening from "July 23,2019" to read "July 30, 2019."
2. Refer to the Bid and Contract Documents, VOLUME 1 OF 3, Schedule B – M/WBE Utilization Plan on Page 13;  
Change the dates shown for Submission of Bids and for Bid Opening from "July 23,2019" to read "July 30, 2019."
3. Refer to the Book 2 of 3, INFORMATION FOR BIDDERS dated May 2019;  
Delete INFORMATION FOR BIDDERS dated May 2019 in its entirety;  
Substitute with attached INFORMATION FOR BIDDERS dated July 2019;  
Add attached new NOTICE TO BIDDERS at front of INFORMATION FOR BIDDERS dated July 2019.

END OF ADDENDUM NO. 7

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of  
ONE (1) page and THIRTY (30) pages of attachments.

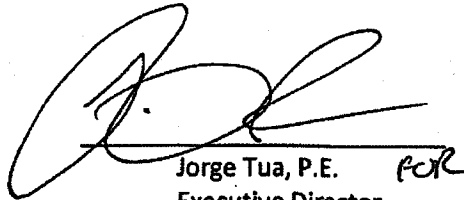
THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BID

J. D'Annunzio & Sons Inc

Name of Bidder

By:

William Weissman II  
William Weissman  
Vice President

  
Jorge Tua, P.E. *PCR*  
Executive Director  
*Richard Jones*

*7/19/19  
WJ*



# **NOTICE TO BIDDERS**

Please note that the Information for Bidders has been updated to include new Section 41, Viewing of Submitted Bid Documents.

**(NO FURTHER TEXT ON THIS PAGE)**

7/12/2019

DISCONTINUE THE USE OF THIS NOTICE ON 1/1/2020

**(NO TEXT ON THIS PAGE)**

**CITY OF NEW YORK**

**DEPARTMENT OF  
DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE**

**INFORMATION FOR BIDDERS**

**JULY 2019**

*CITY OF NEW YORK CITY  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
INFORMATION FOR BIDDERS*

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## INFORMATION FOR BIDDERS

### 1. Description and Location of Work

The description and location of the work for which bids are requested are specified in Attachment 1, "Bid Information". Attachment 1 is included in the BID BOOKLET, VOLUME 1 OF 3.

### 2. Time and Place for Receipt of Bids

Sealed bids shall be received on or before the date and hour specified in Attachment 1, at which time they will be publicly opened and read aloud in the presence of the Commissioner or his or her representative, and any bidders who may desire to be present.

### 3. Definitions

The definitions set forth in the Procurement Policy Board Rules shall apply to this Invitation For Bids.

### 4. Invitation For Bids and Contract Documents

(A) Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of the Contract and the Invitation for Bids.

- (1) All provisions required by law to be inserted in this Contract, whether actually inserted or not
- (2) The Contract Drawings and Specifications
- (3) The General Conditions, the General Requirements and the Special Conditions, if any
- (4) The Contract
- (5) The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and, if used, the Bid Booklet
- (6) The Budget Director's Certificate; all Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed with the Work.

(B) For particulars as to this procurement, including quantity and quality of the purchase, extent of the work or labor to be performed, delivery and performance schedule, and any other special instructions, prospective bidders are referred to the Invitation For Bids Documents. A copy of such documents can be obtained at the location set forth in Attachment 1.

(C) Deposit for Copy of Invitation For Bids Documents: Prospective bidders may obtain a copy of the Invitation For Bids Documents by complying with the conditions set forth in the Notice of Solicitation. The deposit must be in the form of a check or money order made payable to the City of New York, and drawn upon a state or national bank or trust company, or a check of such bank or trust company signed by a duly authorized officer thereof.

(D) Return of Invitation For Bids Documents: All Invitation For Bids Documents must be returned to the Department upon request. If the bidder elects not to submit a bid thereunder, the

Invitation For Bids Documents shall be returned to the Department, along with a statement that no bid will be submitted.

(E) Return of Deposit: Such deposit will be returned within 30 days after the award of the contract or the rejection of all bids as set forth in the advertisement, provided the Invitation For Bids Documents are returned to the location specified in Attachment 1, in physical condition satisfactory to the Commissioner.

(F) Additional Copies: Additional copies of the Invitation For Bids Documents may be obtained, subject to the conditions set forth in the advertisement for bids.

5. Pre-Bid Conference

A pre-bid conference shall be held as set forth in Attachment 1. Nothing stated at the pre-bid conference shall change the terms or conditions of the Invitation For Bids Documents, unless a change is made by written amendment as provided in Section 9 below. Failure to attend a mandatory pre-bid conference shall constitute grounds for the rejection of the bid.

6. Agency Contact

Any questions or correspondence relating to this bid solicitation shall be addressed to the Agency Contact person specified in Attachment 1.

7. Bidder's Oath

(A) The bid shall be properly signed by an authorized representative of the bidder and the bid shall be verified by the written oath of the authorized representative who signed the bid, that the several matters stated and information furnished therein are in all aspects true.

(B) A materially false statement willfully or fraudulently made in connection with the bid or any of the forms completed and submitted with the bid may result in the termination of any Contract between the City and the Bidder. As a result, the Bidder may be barred from participating in future City contracts as well as be subject to possible criminal prosecution.

8. Examination and Viewing of Site

(A) Pre-Bidding (Investigation) Viewing of Site -Bidders must carefully view and examine the site of the proposed work, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions on, about or above the site relating to or affecting in any way the performance of the work to be done under the Contract which were or should have been indicated to a reasonably prudent bidder. To arrange a date for visiting the work site, bidders are to contact the Agency Contact person specified in Attachment 1.

(B) Should the contractor encounter during the progress of the work subsurface conditions at the site materially differing from any shown on the Contract Drawings or indicated in the Specifications or such subsurface conditions as could not reasonably have been anticipated by the contractor and were not anticipated by the City, which conditions will materially affect the cost of the work to be done under the

Contract, the attention of the Commissioner must be called immediately to such conditions before they are disturbed. The Commissioner shall thereupon promptly investigate the conditions. If he finds that they do so materially differ, or that they could not have been reasonably anticipated by the contractor and were not anticipated by the City, the Contract may be modified with his written approval.

9. Examination of Proposed Contract

(A) Request for Interpretation or Correction: Prospective bidders must examine the Contract Documents carefully and before bidding must request the Commissioner in writing for an interpretation or correction of every patent ambiguity, inconsistency or error therein which should have been discovered by a reasonably prudent bidder. Such interpretation or correction, as well as any additional contract provisions the Commissioner may decide to include, will be issued in writing by the Commissioner as an addendum to the Contract, which will be transmitted to each person recorded as having received a copy of the Contract Documents from the Department. Transmission of such addendum will be by mail, e-mail, facsimile or hand delivery. Such addendum will also be posted at the place where the Contract Documents are available for the inspection of prospective bidders. Upon transmission as provided for herein, such addendum shall become a part of the Contract Documents, and binding on all bidders, whether or not actual notice of such addendum is shown.

(B) Only Commissioner's Interpretation or Correction Binding: Only the written interpretation or correction so given by the Commissioner shall be binding, and prospective bidders are warned that no other officer, agent or employee of the City is authorized to give information concerning, or to explain or interpret, the Contract.

(C) Documents given to a subcontractor for the purpose of soliciting the subcontractor's bid shall include either a copy of the bid cover sheet or a separate information sheet setting forth the project name, the Contract number (if available), the contracting agency and the Project's location.

10. Form of Bid

Each bid must be submitted upon the prescribed form and must contain: a) the name, residence and place of business of the person or persons making the same; b) the names of all persons interested therein, and if no other person is so interested, such fact must be distinctly stated; c) a statement to the effect that it is made without any connection with any other person making a bid for the same purpose and that it is in all respects fair and without collusion or fraud; d) a statement that no Council member or other officer or employee or person whose salary is payable in whole or part from the City Treasury is directly or indirectly interested therein or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof; e) a statement that the bidder is not in arrears to the City or to any agency upon a debt or contract or taxes, and is not a defaulter as surety or otherwise upon any obligation to the City to any agency thereof, except as set forth in the bid.

**THE BID SHALL BE TYPEWRITTEN OR WRITTEN LEGIBLY IN INK. THE BID SHALL BE SIGNED IN INK. ERASURES OR ALTERATIONS SHALL BE INITIALED BY THE SIGNER IN INK. FAILURE TO CONFORM TO THE REQUIREMENTS OF THIS SECTION 10 SHALL RESULT IN THE REJECTION OF THE BID.**

11. Irrevocability of Bid

The prices set forth in the bid cannot be revoked and shall be effective until the award of the Contract, unless the bid is withdrawn as provided for in Sections 15 and 18 below.

12. Acknowledgment of Amendments

The receipt of any amendment to the Contract Documents shall be acknowledged by the bidder in its bid submission.

13. Bid Samples and Descriptive Literature

Bid samples and descriptive literature shall not be submitted by the bidder, unless expressly requested elsewhere in the Contract or Contract Documents. Any unsolicited bid samples or descriptive literature which are submitted shall not be examined or tested and shall not be deemed to vary any of the provisions of this Contract.

14. Proprietary Information/Trade Secrets

(A) The bidder shall identify those portions of the bid which it deems to be confidential, proprietary information or trade secrets, and provide justification why such materials shall not be disclosed by the City. All such materials shall be clearly indicated by stamping the pages on which such information appears, at the top and bottom thereof with the word "Confidential". Such materials stamped "Confidential" must be easily separable from the non-confidential sections of the bid.

(B) All such materials so indicated shall be reviewed by the Agency and any decision not to honor a request for confidentiality shall be communicated in writing to the bidder. For those bids which are unsuccessful, all such confidential materials shall be returned to the bidder. Prices, makes and model or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available after bid opening, regardless of any designation of confidentiality made by the bidder.

15. Pre-Opening Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written notice received in the office designated in Attachment 1, before the time and date set for the bid opening. If a bid is withdrawn in accordance with this Section, the bid security, if any, shall be returned to the bidder.

16. Bid Evaluation and Award

In accordance with the New York City Charter, the Procurement Policy Board Rules and the terms and conditions of this Invitation For Bids, this Contract shall be awarded, if at all, to the responsible bidder whose bid meets the requirements and evaluation criteria set forth in the Invitation For Bids, and whose bid price is either the most favorable bid price or, if the Invitation For Bids so states, the most favorable evaluated bid price. A bid may not be evaluated for any requirement or criterion that is not disclosed in the Invitation For Bids.

**Restriction:** No negotiations with any bidder shall be allowed to take place except under the circumstances and in the manner set forth in Section 21. Nothing in this Section shall be deemed to permit a contract award to a bidder submitting a higher quality item than that designated in the Invitation For Bids, if that bid is not also the most favorable bid.



17. Late Bids, Late Withdrawals and Late Modifications

Any bid received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. Any request for withdrawal or modification received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. The exception to this provision is that a late modification of a successful bid that makes the bid terms more favorable to the City shall be considered at any time it is received.

18. Withdrawal of Bids

Except as provided for in Section 15, above, a bidder may not withdraw its bid before the expiration of forty-five (45) days after the date of the opening of bids; thereafter, a bidder may withdraw its bid only in writing and in advance of an actual award. If within sixty (60) days after the execution of the Contract, the Commissioner fails to fix the date for commencement of work by written notice to the bidder, the bidder, at his option, may ask to be relieved of his obligation to perform the work called for by written notice to the Commissioner. If such notice is given to the Commissioner, and the request to withdraw is granted, the bidder waives all claims in connection with this Contract.

19. Mistake in Bids

(A) Mistake Discovered Before Bid Opening: A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in Section 15 above.

(B) Mistakes Discovered Before Award

(1) In accordance with General Municipal Law (Section 103, subdivision 11), where a unilateral error or mistake is discovered in a bid, such bid may be withdrawn upon written approval of the Agency Chief Contracting Officer if the following conditions are met:

- (a) The mistake is known or made known to the agency prior to the awarding of the Contract or within 3 days after the opening of the bid, whichever period is shorter; and
- (b) The price bid was based upon an error of such magnitude that enforcement would be unconscionable; and
- (c) The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and
- (d) The error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and
- (e) It is possible to place the agency in the same position as existed prior to the bid.

(2) Unless otherwise required by law, the sole remedy for a bid mistake in accordance with this Article shall be withdrawal of the bid, and the return of the bid bond, or other security, if any, to the bidder. Thereafter, the agency may, in its discretion, award the Contract to the next lowest bidder or rebid the Contract. Any amendment to or reformation of a bid or a Contract to rectify such an error or mistake

therein is strictly prohibited.

(3) If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be corrected are typographical errors, errors in extending unit prices, transposition errors and arithmetical errors.

20. Low Tie Bids

(A) When two or more low responsive bids from responsible bidders are identical in price, meeting all the requirements and criteria set forth in the Invitation For Bids, the Agency Chief Contracting Officer will break the tie in the following manner and order of priority:

- (1) Award to a certified New York City small, minority or woman-owned business entity bidder;
- (2) Award to a New York City bidder;
- (3) Award to a certified New York State small, minority or woman-owned business bidder;
- (4) Award to a New York State bidder.

(B) If two or more bidders still remain equally eligible after application of paragraph (A) above, award shall be made by a drawing by lot limited to those bidders. The bidders involved shall be invited to attend the drawing. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

21. Rejection of Bids

(A) Rejection of Individual Bids: The Agency may reject a bid if:

- (1) The bidder fails to furnish any of the information required pursuant to Section 24 or 28 hereof; or if
- (2) The bidder is determined to be not responsible pursuant to the Procurement Policy Board Rules; or if
- (3) The bid is determined to be non-responsive pursuant to the Procurement Policy Board Rules; or if
- (4) The bid, in the opinion of the Agency Chief Contracting Officer, contains unbalanced bid prices and is thus non-responsive, unless the bidder can show that the prices are not unbalanced for the probable required quantity of items, or if the imbalance is corrected pursuant to Section 15.

(B) Rejection of All Bids: The Agency, upon written approval by the Agency Chief Contracting Officer, may reject all bids and may elect to resolicit bids if in its sole opinion it shall deem it in the best interest of the City so to do.

(C) Rejection of All Bids and Negotiation With All Responsible Bidders: The Agency Head may determine that it is appropriate to cancel the Invitation For Bids after bid opening and before award and to complete the acquisition by negotiation. This determination shall be based on one of the following reasons:

- (1) All otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the Agency Chief Contracting Officer cannot determine the reasonableness of the bid price, or no responsive bid has been received from a responsible bidder; or
- (2) In the judgment of the Agency Chief Contracting Officer, the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith.

(D) When the Agency has determined that the Invitation for Bids is to be canceled and that use of negotiation is appropriate to complete the acquisition, the contracting officer may negotiate and award the Contract without issuing a new solicitation, subject to the following conditions:

- (1) prior notice of the intention to negotiate and a reasonable opportunity to negotiate have been given by the contracting officer to each responsible bidder that submitted a bid in response to the Invitation for Bids;
- (2) the negotiated price is the lowest negotiated price offered by a responsible bidder; and
- (3) the negotiated price is lower than the lowest rejected bid price of a responsible bidder that submitted a bid in response to the Invitation for Bids.

22. Right to Appeal Determinations of Non-Responsiveness or Non-Responsibility and Right to Protest Solicitations and Award

The bidder has the right to appeal a determination of non-responsiveness or non-responsibility and has the right to protest a solicitation and award. For further information concerning these rights, the bidder is directed to the Procurement Policy Board Rules.

23. Affirmative Action and Equal Employment Opportunity

This Invitation For Bids is subject to applicable provisions of Federal, State and Local Laws and executive orders requiring affirmative action and equal employment opportunity.

24. PASSPort COMPLIANCE

All vendors that intend to do business with the City of New York must complete a disclosure process in order to be considered for a contract. This disclosure process was formerly completed using Vendor Information Exchange System (VENDEX) paper-based forms. The City of New York has moved collection of vendor disclosure information online. In early August 2017, the New York City Mayor's Office of Contract Services (MOCS) launched the Procurement and Sourcing Solutions Portal (PASSPort), a new online procurement system that replaced the paper-VENDEX process. In anticipation of awards, all bidders must create online accounts in the new PASSPort system, and file all disclosure information using PASSPort. Paper submissions, including certifications of no changes to existing VENDEX packages, will not be accepted in lieu of complete online filings using PASSPort.

All vendors that intend to do business with the City, but specifically those that fall into any of the following categories, are required to enroll:

- Have a pending award with a City Agency; or
- Hold a current contract with a City Agency and have either an expiring VENDEX or expiring Certificate of No Change.

The Department of Design and Construction (DDC) and MOCS hereby notifies all proposers that the PASSPort system is available, and that disclosure filing completion is required prior to any award through this competitive bid.

To enroll in PASSPort and to access the PASSPort website (including online training), please visit [www.nyc.gov/passport](http://www.nyc.gov/passport). Contact MOCS at [passport@mocs.nyc.gov](mailto:passport@mocs.nyc.gov) for additional information and technical support.

25. Complaints About the Bid Process

The New York City Comptroller is charged with the audit of contracts in New York City. Any vendor who believes that there has been unfairness, favoritism or impropriety in the bid process should inform the Comptroller, Office of Contract Administration, One Centre Street, Room 835, New York, New York; telephone number (212) 669-2323.

26. Bid, Performance and Payment Security

(A) Bid Security: Each bid must be accompanied by bid security in an amount and type specified in Attachment 1 (BID BOOKLET, VOLUME 1 OF 3). The bid security shall assure the City of New York of the adherence of the bidder to its proposal, the execution of the Contract, and the furnishing of Performance and Payment Bonds by the bidder, if required in Attachment 1. Bid security shall be returned to the bidder as follows:

- (1) Within ten (10) days after the bid opening, the Comptroller will be notified to return the deposits of all but the three (3) lowest bidders. Within five (5) days after the award, the Comptroller will be notified to return the deposits of the remaining two unsuccessful bidders.
- (2) Within five (5) days after the execution of the Contract and acceptance of the Contractor's bonds, the Comptroller will be notified to return the bid security of the successful bidder or, if performance and payment bonds are not required, only after the sum retained under Article 21 of the Contract equals the amount of the bid security.
- (3) Where all bids are rejected, the Comptroller will be notified to return the deposit of the three (3) lowest bidders at the time of rejection.

(B) Performance and Payment Security: Performance and Payment Security must be provided in an amount and type specified in Attachment 1 (BID BOOKLET, VOLUME 1 OF 3). The performance and payment security shall be delivered by the contractor prior to or at the time of execution of the Contract. If a contractor fails to deliver the required performance and payment security, its bid security shall be enforced, and an award of Contract may be made to the next lowest responsible and responsive bidder, or the contract may be rebid.

(C) Acceptable Types of Security: Acceptable types of security for bids, performance, and payment shall be limited to the following:

- (1) a one-time bond in a form satisfactory to the City;
- (2) a bank certified check or money order;
- (3) obligations of the City of New York; or
- (4) other financial instruments as determined by the Office of Construction in consultation with the Comptroller.

Whenever the successful bidder deposits obligations of the City of New York as performance and payment security, the Comptroller may sell and use the proceeds thereof for any purpose for which the principal or surety on such bond would be liable under the terms of the Contract. If the money is deposited with the Comptroller, the successful bidder shall not be entitled to receive interest on such money from the City.

(D) Form of Bonds: Security provided in the form of bonds must be prepared on the form of bonds authorized by the City of New York. Forms for bid, performance, and payment bonds are included in the Invitation for Bids Documents. Such bonds must have as surety thereunder such surety company or companies as are: (1) approved by the City of New York; (2) authorized to do business in the State of New York, and (3) approved by the Department of the Treasury of the United States. Premiums for any required bonds must be included in the base bid.

The bidder is advised that submission of a bid bond where the surety on such bond fails to meet the criteria set forth herein, shall result in the rejection of the bid as non-responsive.

The Department of the Treasury of the United States advises that information concerning approved surety companies may be obtained as follows: (1) from the Government Printing Office at 215-364-6465; (2) through the Internet at <https://www.fiscal.treasury.gov/surety-bonds/>.

(E) Power of Attorney: Attorneys in fact who sign bid, performance, or payment bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

27. Failure to Execute Contract

In the event of failure of the successful bidder to execute the Contract and furnish the required security within ten (10) days after notice of the award of the Contract, the deposit of the successful bidder or so much thereof as shall be applicable to the amount of the award made shall be retained by the City, and the successful bidder shall be liable for and hereby agrees to pay on demand the difference between the price bid and the price for which such Contract shall be subsequently awarded, including the cost of any required reletting and less the amount of such deposit. No plea of mistake in such accepted bid shall be available to the bidder for the recovery of the deposit or as a defense to any action based upon such accepted bid. Further, should the bidder's failure to comply with this Section cause any funding agency, body or group (Federal, State, City, Public, Private, etc.) to terminate, cancel or reduce the funding on this project, the bidder in such event shall be liable also to the City for the amount of actual funding withdrawn by such agency on this project, less the amount of the forfeited deposit.

28. Bidder Responsibilities and Qualifications

(A) Bidders must include with their bids all information necessary for a determination of bidder responsibility, as set forth in the Specifications.

(B) The Agency may require any bidder or prospective bidder to furnish all books of account, records, vouchers, statements or other information concerning the bidder's financial status for examination as may be required by the Agency to ascertain the bidder's responsibility and capability to perform the Contract. If required, a bidder must also submit a sworn statement setting forth such information as the Agency may require concerning present and proposed plant and equipment, the personnel and qualifications of his working organizations, prior experience and performance record.

(C) Oral Examination on Qualifications: In addition thereto, and when directed by the Agency, the bidder, or a responsible officer, agent or employee of the bidder, must submit to an oral examination to be conducted by the Agency in relation to his proposed tentative plan and schedule of

operations, and such other matters as the Agency may deem necessary in order to determine the bidder's ability and responsibility to perform the work in accordance with the Contract. Each person so examined must sign and verify a stenographic transcript of such examination noting thereon such corrections as such person may desire to make.

(D) If the bidder fails or refuses to supply any of the documents or information set forth in paragraph (B) hereof or fails to comply with any of the requirements thereof, the Agency may reject the bid.

29. Employment Report

In accordance with Executive Order No. 50 (1980) as modified by Executive Order 108 (1986), the filing of a completed Employment Report (ER) is a requirement of doing business with the City of New York for construction contractors with contracts of \$1,000,000 or more and subcontractors with construction subcontracts of \$750,000 or more. The required forms and information are included in the Bid Booklet.

30. Labor Law Requirements

(A) General: The successful bidder will be required to comply strictly with all Federal, State and local labor laws and regulations.

(B) New York State Labor Law: This Contract is subject to New York State Labor Law Section 220, which requires that construction workers on the site be paid prevailing wages and supplements. The Contractor is reminded that all wage provisions of this Contract will be enforced strictly and failure to comply will be considered when evaluating performance. Noncompliance may result in the contractor being debarred by the City from future contracts. Complaints filed with the Comptroller may result in decisions which may debar a contractor from bidding contracts with any state governmental entity and other political subdivisions.

(C) Records: The Contractor is expected to submit accurate payroll reports and other required documents and verify attendance and job classifications being utilized in compliance with the law, Contract provisions and agency procedures.

31. Insurance

(A) Bidders are advised that the insurance requirements contained herein are regarded as material terms of the Contract. As required by Article 22 of the Contract, the contractor must effect and maintain with companies licensed and authorized to do business in the State of New York, the types of insurance set forth therein, when required by and in the amounts set forth in Schedule A of the General Conditions. Such required insurance must be provided from the date the contractor is ordered to commence work and up to the date of final acceptance of all required work.

(B) The contractor must, within ten days of receipt of the notice of award, submit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A of the General Conditions, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by Section 57 of the New York State Workers' Compensation Law and Section 220 of the Disability Benefits Law.

32. Lump Sum Contracts

(A) Comparison of Bids: Bids on Lump Sum Contracts will be compared on the basis of the lump sum price bid, adjusted for alternate prices bid, if any.

(B) Lump Sum Bids for "General Construction Work" which include excavation shall include all necessary excavation work defined in the Specifications as being included in the lump sum bid. The bidder shall also bid a unit price for the additional cost of excavating material which is defined in the Specifications as excavation for which additional payment will be made. The total estimated additional cost of removing such material will be taken as the quantity set forth in the Engineer's Estimate multiplied by the unit price bid. This total estimated cost of additional excavation shall be added to the lump sum bid for the General Construction Work for the purpose of comparing bids to determine the low bidder.

(C) Variations from Engineer's Estimate: The Engineer's Estimate of the quantity of excavation for which additional payment will be made is approximate only and is given solely to be used as a uniform basis for the comparison of bids and such estimate is not to be considered as part of this contract. The quantities actually required to complete the contract work may be more or less than the quantities in the Engineer's Estimate and, if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

33. Unit Price Contracts

(A) Comparison of Bids: Bids on Unit Price Contracts will be compared on the basis of a total estimated price, arrived at by taking the sum of the estimated quantities of such items, in accordance with the Engineer's Estimate of Quantities set forth in the Bid Schedule, multiplied by the corresponding unit prices, and including any lump sum bids on individual items.

(B) Variations from Engineer's Estimate: Bidders are warned that the Engineer's Estimate of Quantities on the various items of work and materials is approximate only, given solely to be used as a uniform basis for the comparison of bids, and is not to be considered part of this contract. The quantities actually required to complete the contract work may be less or more than so estimated, and if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

(C) Overruns: The terms and conditions applicable to overruns of unit price items are set forth in Article 26 of the Contract.

34. Excise Tax

Bidders are referred to the Specifications for information on Federal Excise Tax exemptions.

35. Licenses and Permits

The successful bidder will be required to obtain all necessary licenses and permits necessary to perform the work.

36. Multiple Prime Contractors

If more than one prime contractor will be involved on this project, all contractors are required to examine the Invitation for Bid packages for all other parts of the project.

37. Locally Based Enterprise Requirements (LBE)

This Contract is subject to the requirements of Administrative Code, Section 6-108.1, and the regulations promulgated thereunder. No construction contract will be awarded unless and until these requirements have been complied with in their entirety. The bidder is advised of the provisions set forth below, as well as the provisions with respect to the Locally Based Enterprise Program contained in Article 67 of the Contract. The contractor is advised that:

(A) If any portion of the Contract is subcontracted, not less than ten percent of the total dollar amount of the contract shall be awarded to locally based enterprises ("LBEs"); except, where less than ten percent of the total dollar amount of the Contract is subcontracted, such lesser percentage shall be so awarded.

(B) No contractor shall require performance and payment bonds from LBE subcontractors.

(C) No Contract shall be awarded unless the contractor first identifies in its bid:

- (1) the percentage, dollar amount and type of work to be subcontracted; and
- (2) the percentage, dollar amount and type of work to be subcontracted to LBEs.

(D) Within ten calendar days after notification of low bid, the apparent low bidder shall submit an "LBE Participation Schedule" to the contracting agency. If such schedule does not identify sufficient LBE subcontractors to meet the requirements of Administrative Code Section 6-108.1, the apparent low bidder shall submit documentation of its good faith efforts to meet such requirements.

(1) The "LBE Participation Schedule" shall include:

- (a) the name and address of each LBE that will be given a subcontract,
- (b) the percentage, dollar amount and type of work to be subcontracted to the LBE, and
- (c) the dates when the LBE subcontract work will commence and end.

(2) The following documents shall be attached to the "LBE Participation Schedule":

- (a) verification letters from each subcontractor listed in the "LBE Participation Schedule" stating that the LBE will enter into a formal agreement for work,
- (b) certification documents of any proposed LBE subcontractor which is not on the LBE certified list, and
- (c) copies of the certification letter of any proposed subcontractor which is an LBE.

(3) Documentation of good faith efforts to achieve the required LBE percentage shall include as appropriate but not limited to the following:

- (a) attendance at prebid meetings, when scheduled by the agency, to advise bidders of contract requirements;



- (b) advertisement where appropriate in general circulation media, trade association publications and small business media of the specific subcontracts that would be at least equal to the percentage goal for LBE utilization specified by the contractor;
- (c) written notification to association of small, minority and women contractors soliciting specific subcontractors;
- (d) written notification by certified mail to LBE firms that their interest in the contract is solicited for specific work items and their estimated values;
- (e) demonstration of efforts made to select portions of the work for performance by LBE firms in order to increase the likelihood of achieving the stated goal;
- (f) documented efforts to negotiate with LBE firms for specific subcontracts, including at a minimum:
  - (i) The names, address and telephone numbers of LBE firms that are contacted;
  - (ii) A description of the information provided to LBE firms regarding the plans and specifications for portions of the work to be performed;
  - (iii) Documentation showing that no reasonable price can be obtained from LBE firms;
  - (iv) A statement of why agreements with LBE firms were not reached;
- (g) a statement of the reason for rejecting any LBE firm which the contractor deemed to be unqualified; and
- (h) documentation of efforts made to assist the LBE firms contacted that needed assistance in obtaining required insurance.

(E) Unless otherwise waived by the Commissioner with the approval of the Office of Economic and Financial Opportunity, failure of a proposed contractor to provide the information required by paragraphs (C) and (D) above may render the bid non-responsive and the Contract may not be awarded to the bidder. If the contractor states that it will subcontract a specific portion of the work, but can demonstrate despite good faith efforts it cannot achieve its required LBE percentage for subcontracted work until after award of Contract, the Contract may be awarded, subject to a letter of compliance from the contractor stating that it will comply with Administrative Code Section 6-108.1 and subject to approval by the Commissioner. If the contractor has not met its required LBE percentage prior to award, the contractor shall demonstrate that a good faith effort has been made subsequent to award to obtain LBEs on each subcontract until it meets the required percentage.

(F) When a bidder indicates prior to award that no work will be subcontracted, no work may be subcontracted without the prior written approval of the Commissioner, which shall be granted only if the contractor in good faith seeks LBE subcontractors at least six weeks prior to the start of work.

(G) The contractor may not substitute or change any LBE which was identified prior to award of the contract without the written permission of the Commissioner. The contractor shall make a written application to the Commissioner for permission to make such substitution or change, explaining why the contractor needs to change its LBE subcontractor and how the contractor will meet its LBE subcontracting requirement. Copies of such application must be served on the originally identified LBE by certified mail return receipt requested, as well as the proposed substitute LBE. The Commissioner shall determine whether or not to grant the contractor's request for substitution.

### 38. Bid Submission Requirements

The Bid Submission Requirements are set forth in the BID BOOKLET VOLUME 1 OF 3.

39. Comptroller's Certificate

This Contract shall not be binding or of any force unless it is registered by the Comptroller in accordance with Section 328 of the City Charter and the Procurement Policy Board Rules. This Contract shall continue in force only after annual appropriation of funds by the City of New York and certification as hereinabove set forth.

40. Procurement Policy Board Rules

This Invitation For Bids is subject to the Rules of the Procurement Policy Board of the City of New York. In the event of a conflict between said Rules and a provision of this Invitation For Bids, the Rules shall take precedence.

41. Viewing of Submitted Bid Documents

In accordance with Procurement Policy Board Rules of the City of New York, Section 3-02, the submitted bid documents will be available to view immediately after completion of the bid opening and by appointment for up to 72 hours after the bid opening.

42. DDC Safety Requirements

The DDC Safety Requirements apply to the work to be performed pursuant to the Contract. The DDC Safety Requirements are set forth on the following pages.

**CITY OF NEW YORK**  
**DEPARTMENT OF DESIGN AND CONSTRUCTION**  
**SAFETY REQUIREMENTS**

**FEBRUARY 2019**

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***THE DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS:***

- I. POLICY ON SITE SAFETY**
- II. PURPOSE**
- III. DEFINITIONS**
- IV. RESPONSIBILITIES**
- V. SAFETY QUESTIONNAIRE**
- VI. SAFETY PROGRAM AND SITE SAFETY PLAN**
- VII. KICK-OFF/PRE-CONSTRUCTION MEETINGS AND SAFETY REVIEW**
- VIII. EVALUATION DURING WORK IN PROGRESS**
- IX. SAFETY PERFORMANCE EVALUATION**

City of New York Department of Design and Construction: Safety Requirements  
Safety and Site Support- Quality Assurance and Construction Safety

## I. POLICY ON SITE SAFETY

The City of New York Department of Design and Construction (DDC) is committed to a policy of injury and illness prevention and risk management for construction work that will ensure the safety and health of the workers engaged in the projects and the protection of the general public. Therefore, it is DDC's policy that work carried out by Contractors on DDC jobsites must, at a minimum, comply with applicable federal, state and city laws, rules and regulations, including without limitation:

- U. S. Department of Labor 29 Code of Federal Regulations (CFR) Part 1926 and applicable Sub-parts of Part 1910 – U.S. Occupational Safety and Health Administration (OSHA); New York State Department of Labor Industrial Code Rule 23 – Protection in Construction, Demolition and Excavation;
- New York City Construction Codes, Title 28
- NYC Department of Transportation Title 34 Chapter 2 – Highway Rules
- New York State Department of Labor Industrial Code Rule 16 NYCRR Part 753
- Title 15 of the Rules of the City of New York, Chapter 13 Citywide Construction Dust Mitigation
- Manual on Uniform Traffic Control Devices (MUTCD)
- Title 15 of the Rules of the City of New York, Chapter 28 Citywide Construction Noise Mitigation

## II. PURPOSE

The purpose of this policy is to ensure that Contractors perform their work and supervise their employees in accordance with all applicable federal, state and city rules and regulations. Further, Contractors will be expected to minimize or eliminate jobsite and public hazards, through a planning, inspection, auditing and corrective action process. The goal is to control risks so that injuries, illnesses and accidents to contractors' employees, DDC employees and the general public, as well as damage to city-owned and private property, are reduced to the lowest level feasible.

## III. DEFINITIONS

**Agency Chief Contracting Officer (ACCO):** The ACCO shall mean the person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the CCPO.

**Competent Person:** As defined by OSHA, an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous, or dangerous to employees or the general public, and who has authorization to take prompt corrective measures to eliminate them.

**Construction Safety Auditor:** A representative of the QA&CS Construction Safety Unit who provides inspection and assessment services to enhance health and safety on all DDC construction projects. The activities of the Construction Safety Auditor include performing site surveys, reviewing health and safety plans, reviewing construction permits, and rendering technical advice and assistance to DDC Resident Engineers and Project Managers.

**Construction Safety Unit:** A part of QA&CS within the Division of Program Management/ Safety & Site Support that assesses contractor safety on DDC jobsites and advises responsible parties of needed corrective actions.

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**Construction Superintendent:** A representative of the contractor responsible for overseeing performance of the required construction work. This individual must engage in sound construction practices, and is responsible to maintain a safe work site. In the case of a project involving the demolition, alteration or new construction of buildings, the Construction Superintendent must be licensed by the NYC Department of Buildings.

**Contractor:** For purposes of these Safety Requirements, the term "Contractor" shall mean any person or entity that enters into a contract for the performance of construction work on a DDC project. The term "Contractor" shall include any person or entity which enters into any of the following types of contracts: (1) a prime construction contract for a specific project, (2) a prime construction contract using the Job Order Contracting System ("JOCS Contract"), and (3) a subcontract with a CM/Builder ("First Tier Subcontract").

**Daily Safety Job Briefing:** Daily jobsite safety meetings, giving to all jobsite personnel by contractor, with the purpose of discussing project specific safety procedures for the scheduled construction work.

**Director - Quality Assurance and Construction Safety (QA&CS):** Responsible for the operations of the QACS Construction Safety Unit and the DDC Site Safety management programs.

**Job Hazard Analysis (JHA):** A process of identifying the major job steps and any potential site-specific hazards that may be present during construction and establishing the means and methods to eliminate or control those hazards.

**Qualified Person:** As defined by OSHA, an individual who, by possession of a recognized degree, certificate, license or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his or her ability to solve problems relating to the subject matter, the work, or the project. Qualified Persons are required under regulation to address issues pertaining, but without limit, to fall protection, scaffold design and trenching and shoring, among others.

**Project Site:** Those areas indicated in the Contract Documents where the Work is to be performed.

**Project Safety Representative:** The designated project safety representative shall have completed an authorized 30 hour OSHA Construction Safety Course and other safety training applicable to Contractor's/subcontractor's project work. Except in instances where a dedicated Project Safety Manager is required, a Project Safety Representative may also function as a superintendent, foreman or crew leader on the Project, but must have sufficient experience and authority to undertake corrective actions and must qualify to be a competent person. No work is to be performed on site when a Project Safety Representative is not present.

**Project Safety Manager:** A dedicated, full-time project safety manager may be a contractual requirement on large projects or projects deemed by DDC to be particularly high risk. This would be in addition or in lieu of a Contractor's Project Safety Representative. This individual shall not have any other assigned duties. This individual shall have received, at a minimum an authorized 30 hour OSHA Construction Safety Course. Other examples of acceptable training are OSHA Safety and Health Standards for the Construction Industry training program (OSHA 510), Certified Safety Professional (CSP), Certified Industrial Hygienist (CIH) or a degree/certificate in a safety and health from a college-level curriculum.

A Project Safety Manager shall possess the additional training, years of experience, and skills necessary to thoroughly understand the health and safety hazards and controls for large construction projects, including the full scope of the specific Work.

**QA&CS – Quality Assurance and Construction Safety of the New York City Department of Design and Construction.**

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**Resident Engineer (RE) / Construction Project Manager (CPM):** Representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the work. (The RE/CPM may be a third-party consultant, including a Construction Management firm, retained by DDC)

**Safety Program:** Established by the Contractor that covers all operations of that Contractor and establishes the Contractor's overall safety policy, regulatory compliance plan and minimum safety standards. The Safety Program must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

**Safety Questionnaire:** Used by DDC to evaluate Contractor's current and past safety performance. It is required to be completed by all Contractors initially when submitting bids for Construction work, or when being pre-qualified and updated annually or as requested by the DDC.

**Site Safety Manager:** For certain projects, as defined in NYC Construction Codes – Title 28, the Contractor shall provide a Site Safety Manager with a Site Safety Manager License issued by the NYC Department of Building.

**Site Safety Plan:** A site-specific safety plan developed by the Contractor for a specific project. The Site Safety Plan must identify hazards associated with the project, and include specific safety procedures and training appropriate and necessary to complete the work. The Site Safety Plan must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

**Unsafe or Unhealthy Condition:** A condition that could be potentially hazardous to the health and safety of personnel or the public, and/or damaging to equipment, machinery, property or the environment.

**Weekly Safety Meetings:** Weekly documented jobsite safety meetings, given to all jobsite personnel by contractor, with the purpose of discussing general safety topics and job specific requirements encountered at the DDC work site.

**Work:** The construction required by the Contract Documents whether completed or partially completed, performed by the Contractor/ subcontractors. Work refers to the furnishing of labor, furnishing and incorporating materials and equipment into the construction and providing any service required by the Contract Documents to fulfill the Contractor's obligation to complete the Project.

#### IV. RESPONSIBILITIES

All persons who manage, perform, and provide support for construction projects shall conduct operations in compliance with the requirements identified in this Policy and all applicable governing regulatory agency requirements and guidelines pertaining to safety in construction.

##### A. DDC or CM Resident Engineer / Construction Project Manager

- Monitors the issuance of safety-related permits, approvals and drawings and maintains copies on site.
- Monitors construction-related work activities to confirm that they are conducted in accordance with DDC policies and all applicable regulations that pertain to construction safety.
- Maintains documentation and periodically attends weekly safety meetings and daily safety job briefings.
- Notifies the Construction Safety Unit and the ACCO's Insurance and Risk Management Unit of project-related accidents and emergencies, as per DDC's Construction Safety Emergency and Accident Notification and Response Protocol.
- Gathers facts related to all accidents and prepares DDC Construction Accident Report.

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- Notifies the Construction Safety Unit within two (2) hours of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB or others and forwards a copy of the inspection report within three days of its receipt.
- Monitors the conditions at the site for conformance with the contractor's Site Safety Plan and DDC construction documents.
- Notifies the contractor and DDC in the event that any condition or activity exists that is not in compliance with the contractor's Site Safety Plan, applicable federal, state or local codes or any condition that presents a potential risk of injury to the public or workers or possible damage to property.
- Notifies DDC of any unsafe or unhealthy condition and directs the contractor to provide such labor, materials, equipment and supervision to abate such conditions.
- Escort and assist QA&CS Construction Safety Auditors during the field and record inspections.
- Reports emergency conditions to the Construction Safety Unit immediately.

**B. Contractors**

- Submit a completed Safety Questionnaire and other safety performance related documentation with its bid or as part of a pre-qualification package.
- Complete a written Job Hazard Analysis (JHA) that identifies safety hazards for project specific work tasks and hazard control methods. A written JHA shall be available at the site for reference and included in the Site Safety Plan submitted by the contractor.
- Submit a Site Safety Plan and Safety Program within 30 days from the Award Date or as otherwise directed. The Site Safety Plan and Safety Program are subject to review and acceptance by the Construction Safety Unit prior to the commencement of work at the site. The Site Safety Plan shall be revised and updated as necessary.
- Develop project specific safety procedures to protect general public during all construction activities for the duration of the project.
- Ensure that all employees are aware of the hazards associated with the project through documented formal and informal training and/or other communications. Conduct and document weekly safety meetings and daily job briefing sessions for the duration of the project. Documentation to be provided to the RE/CPM on a monthly basis.
- Name the Project Safety Representative and Project Safety Manager, if required. The Contractor will be required to identify the Project Safety Representative and Project Safety Manager in the Site Safety Plan. Resumes, outlining the qualification and experience for the Project Safety Representative and Project Safety Manager, shall be available upon request. DDC reserves the right to request that the Contractor replace any Project Safety Representative or Project Safety Manager for any reason at any time during the project.
- Name a Competent Person(s), The Contractor will be required to identify a Competent Person(s) in the Site Safety Plan.
- Comply with all mandated federal, state and local safety and health rules and regulations.
- Comply with all provisions of the Site Safety Plan.
- Conduct applicable safety training prior to the commencement of work at the site. All training records (OSHA 10-hour, flagger, scaffold, fall protection, confined space entry, etc.) shall be provided to the RE/CPM prior to mobilization, included in the Site Safety Plan, kept current during the course of the project, and available for review. Prior to performing any work on DDC project all employees shall have successfully completed, within the previous five calendar years, a 10 Hour OSHA construction safety course.
- As part of the Site Safety Plan, prepare a site specific programs and plans, such as MPT plan, steel erection plan, confined space program, fall protection plan, demolition plan, etc. (if not otherwise provided in the contract documents) and comply with all of its provisions.
- Conduct and document site-specific safety orientation for Contractor personnel to review the hazards associated with the project as identified in the Site Safety Plan and the specific safety procedures and

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controls that will be used to protect workers, the general public and property. The Project Safety Representative and/or Project Safety Manager will conduct this training prior to mobilization and provide documentation to the RE/CPM.

- Provide, replace and adequately maintain at or around the project site, suitable and sufficient signage, lights, barricades and enclosures (fences, sidewalk sheds, netting, bracing, etc.).
- Report unsafe or unhealthy conditions to the RE/CPM as soon as practical, but no more than 24 hours after discovery, and take prompt actions to remove or abate such conditions.
- Report any accidents involving injuries to workers or the general public, as well as property damage, to the RE/CPM within one (1) hour.
- Following an accident, the Contractor shall not remove or alter any equipment, structure, material, or evidence related to the accident. Exception: Immediate emergency procedures taken to secure structures, temporary construction, operations, or equipment that pose a continued imminent danger or facilitate assistance for persons who are trapped or who have sustained bodily injury.
- Notify the RE/CPM within one (1) hour of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB or others.
- Maintain all records pertaining to all required compliance documents and accident and injury reports.
- Address DDC recommendations on safety, which shall in no way relieve the Contractor of its responsibilities for safety on the project. The Contractor has sole responsibility for safety.

#### V. SAFETY QUESTIONNAIRE

DDC requires that all Contractors provide information regarding their current and past safety performance and programs. This will be accomplished by the use of the DDC Safety Questionnaire. As a part of the bid submittal package, the contractor must submit a completed DDC Safety Questionnaire listing company workers' compensation experience modification rating and OSHA Incident Rates for the three (3) years prior to the date of the bid opening. DDC may request a Contractor to update its Questionnaire at any time or to provide more detailed information. The Contractor must provide the requested information within 15 days.

The following criteria will be used by DDC in reviewing the Contractor's responsibility, which will be based on the information provided on the questionnaire:

- Criteria 1: OSHA Injury and Illness Rates (I&IR) are no greater than the average for the industry (based on the most current Bureau of Labor Statistics data for the Contractors SIC code); and
- Criteria 2: Insurance workers compensation Experience Modification Rate (EMR) equal to or less than 1.0; and
- Criteria 3: Any willful violations issued by OSHA or NYC DOB within the last three (3) years; and
- Criteria 4: A fatality (worker or member of public) and injuries, requiring OSHA notification, experienced on or near Contractor's worksite within the last three (3) years; and
- Criteria 5: Past safety performance on DDC projects (accidents; status of safety program and site safety plan submittals; etc.)
- Criteria 6: OSHA violation history for the last three (3) years;
- Criteria 7: Contractor shall provide OSHA Injury and Illness Records (currently OSHA 300 and 300A Logs) for the last three (3) years.

If the Contractor fails to meet the basic criteria listed above, the Construction Safety Unit may request, through the ACCO, more details concerning the Contractor's safety experience. DDC may request the Contractor to provide copies of, among other things, accident investigation reports, OSHA records, OSHA and NYC DOB citations, EPA citations and written corrective action plan.



City of New York Department of Design and Construction: Safety Requirements  
Safety and Site Support- Quality Assurance and Construction Safety

**VI. SAFETY PROGRAM AND SITE SAFETY PLAN**

Within thirty (30) days from the Award Date, or as otherwise directed, the Contractor shall submit the following: (1) Safety Program, and (2) Site Safety Plan. The Safety Program shall set forth the Contractor's overall safety policy, regulatory compliance plan and minimum safety standards. The Site Safety Plan shall identify project work scope, safety hazards associated with the project tasks, and include specific safety procedures and training appropriate and necessary to complete the work. The Safety Program and the Site Safety Plan are subject to review and acceptance by the Construction Safety Unit prior to the commencement of work at the site. Failure by the Contractor to submit an acceptable Site Safety Plan and Safety Program shall be grounds for default.

**Safety Program:** Corporate Safety Program established by the Contractor that includes the Contractor's overall safety policy, regulatory compliance plan and basic safety procedures covering all aspects of construction operations, performed by the Contractor. The Safety Program shall be a written document with a separate section describing each element of the Safety Program. The Safety Program shall have at minimum the following elements applicable to the Contractor's operations:

- Responsibility and Organization – Contractor's company organization chart, including titles, names, contact information, roles and responsibilities for key personnel, etc.
- Safety Training Program – Contractor's corporate training program.
- Hazard Corrective Actions – Criteria for safety inspections, identification of safety non-compliances, implementation and verification of corrective actions, forms to document safety inspections results, etc.
- Accident/Exposure Investigation
- Recordkeeping and Reporting Injuries – Responsible staff; reporting and recording criteria; OSHA 300 and 300A form completion, etc.
- Fire Protection and Prevention Program
- Housekeeping
- Illumination
- Sanitation
- Personal Protective Equipment (PPE) – Company policy for the use of head protection, foot protection, hearing protection, eye and face protection, protective clothing, and any additional protective equipment based on work tasks; PPE inspection and replacement policy.
- Hazard Communication Program
- Employee Emergency Action Plan
- Protection of Underground Facilities and Utilities
- Ionizing/Nonionizing Radiation
- Material Handling, Storage, Use and Disposal
- Tools – Hand and Power
- Signs, Signals, and Barricades
- Scaffold – Local Law 52 requirements, installation, use, inspection, dismantling, training and general safety requirements.
- Welding and Cutting
- Electrical Safety
- Fall Protection
- Cranes, Derrick, Hoists, Elevators, Conveyors
- Excavation Safety
- Concrete and Masonry Construction
- Maintenance and Protection of Traffic
- Steel Erection
- Demolition
- Blasting and the Use of Explosives
- Stairways and Ladders

City of New York Department of Design and Construction: Safety Requirements  
Safety and Site Support– Quality Assurance and Construction Safety

- Toxic and Hazardous Substances
- Alcohol and Drug Abuse Policy
- Rodents and Vermin
- Occupational Noise Exposure
- Confined Space Program – General confined Space Program: training requirements, confined space hazard evaluation procedure, atmospheric testing procedure, confined space classification, permit-required procedure, communication procedure, rescue procedure, forms, etc.
- Construction Vehicles/Heavy Equipment
- Dust Control Procedures

**Site Safety Plan:** The Site Safety Plan shall be a written document and shall apply to all project specific Contractor and subcontractor operations, and shall have at a minimum, the following elements with each element described in a separate section (It may be necessary to modify the basic format for certain unique or high-risk projects, such as tunnels or high-rise construction):

- Project Work Scope – Detailed information regarding work tasks that will be performed by contractor and subcontractors under the project.
- Responsibility and Organization – Contractor’s organization chart with responsible staff for the project, including titles, names, contact information, roles and responsibilities.
- Safety Training and Education – OSHA 10 Hours training, requirements for daily safety briefings and weekly safety meetings, any work task specific training, responsible staff for implementation of training program for the project.
- Job Hazard Analysis (JHA) – Project specific Job Hazard Analysis including work tasks, identified hazards, hazard control methods (administrative, engineering, PPE), contractor’s name, project id, location, name and signature of a certifying person, hazard assessment date.
- Protection of Public
- Hazard Corrective Actions – Responsible staff, forms, frequency of safety inspections and implementation of corrective actions.
- Accident/Exposure Investigation – Accident/incident notification procedure of DDC project staff. Project specific procedures for accident investigation and implementation of corrective actions.
- First Aid and Medical Attention – Responsible staff, location and inspection of First Aid kit, directions to local hospitals; emergency telephone numbers.
- Project Specific Fire Protection and Prevention Program.
- Project Specific Illumination Procedure.
- Project Specific Sanitation Procedure.
- Personal Protective Equipment (PPE)
- Hazard Communication Program – Responsible staff; training; SDS records, project specific list of chemical; location of the program and SDS records.
- Means of Egress – Information regarding free and unobstructed egress from all parts of the building or structure; exit marking; maintenance of means of egress, etc.
- Employee Emergency Action Plan – Project specific: responsible staff, emergency alarm system, evacuation procedure, procedure to account for employees after evacuation, etc.
- Evacuation Plan – Project specific evacuation plan (drawing/scheme) with exists and evacuation routes.
- Protection of Underground Facilities and Utilities, including responsible staff.
- Ionizing/Nonionizing Radiation – Competent person, license and qualification requirements, type of radiation, employees exposure and protection, etc.
- Material Handling, Storage, Use and Disposal – Project specific information regarding material storage and disposal.
- Signs, Signals, and Barricades – Use of danger/warning signs, sidewalk closure, safety instruction signs, pedestrian fencing and barricades, etc.
- Scaffold – Project specific scaffold types, training, scaffold drawings, competent person, criteria for project specific scaffold, falling object protection.

City of New York Department of Design and Construction: Safety Requirements  
Safety and Site Support– Quality Assurance and Construction Safety

- Welding and Cutting – project specific procedure for welding and cutting, including all necessary safety requirements such as fire prevention, personal protective equipment, hot work permits, FDNY certificate requirements.
- Fall Protection – Project specific information regarding selected fall protection systems, fall protection plan.
- Cranes, Derrick, Hoists, Elevators, Conveyors – project specific equipment information including type, rated load capacity, manufacture specification requirements, competent person, exposure to falling load, inspection, recordkeeping, clearance requirements, communication procedure, ground lines, permits.
- Excavation Safety – Competent person, project specific protective system.
- Maintenance and Protection of Traffic Plan – Project specific MPT plan, flagmen training.
- Steel Erection – Site specific erection plan, requirements for applicable written notifications, competent person.
- Demolition – Engineering survey, including written evidence, disconnection of all effected utilities, identification of all hazardous chemicals, materials, gases, etc., floor openings, chutes, inspection and maintenance of all stairs/passageways, removal of materials/debris/structural elements, lock out/tag out, competent person.
- Blasting and the Use of Explosives – Project specific safety procedures, warning signs, training/qualification, transportation, storage and use of explosives, inspection.
- Toxic and Hazardous Substances – Safety procedures for substances to be used on project.
- Noise Mitigation Plan – Completed project specific Noise Mitigation Plan.
- Confined Space Program – Project specific Confined Space Program, responsible staff, training records, equipment information, rescue procedure, list of project specific confined spaces, forms.
- Construction Vehicles/Heavy Equipment – Type of construction vehicles/heavy equipment to be used on site.
- Dust Mitigation Plan – Completed project specific Dust Mitigation Plan.

The most critical component of the Site Safety Plan is the Job Hazard Analysis (JHA) section. The JHA form is a written document prepared by the contractor. The contractor must conduct a site and task assessment JHA to identify the major job steps and any potential safety or environmental hazards related to performance of the work, eliminate or implement controls for the potential hazards, and identify proper personal protective equipment for the task. The JHA shall be communicated to all contractor/subcontractor personnel on site. The initial Job Hazard Assessment form shall be included in the contractor's Site Safety Plan and the current form shall be available at the construction site for reference.

Certain DDC programs, such as Job Order Contracting System (JOCS), may not necessarily require Site Safety Plans. The JOCS contractor shall submit a Safety Program. The Site Safety Plan requirement for the JOCS contractor will be determined by QA&CS based on a project work scope, construction activities and project location. In addition, certain DDC Operating Units may establish client-specific program or safety requirements. The contractor's Site Safety Plan must address such client-specific program or safety requirements.

## VII. KICK-OFF MEETINGS/PRE-CONSTRUCTION AND SAFETY REVIEW

RE/CPM shall invite QA&CS Construction Safety Unit to the construction kick-off meeting. A QA&CS representative will participate in this meeting with the Contractor and RE/CPM prior to the start of the project for the purpose of:

- A. Reviewing the safety issues detailed in the contract.
- B. Reviewing the Site Safety Plan.
- C. Reviewing any new issues or information that was not previously addressed.
- D. Discussing planned inspections and audits of the site by QA&CS personnel.

City of New York Department of Design and Construction: Safety Requirements  
Safety and Site Support- Quality Assurance and Construction Safety

**VIII. EVALUATION DURING WORK IN PROGRESS**

The Contractor's adherence to these Safety Requirements will be monitored throughout the project. This will be accomplished by the following:

- A. Use of a safety checklist by a representative of the Construction Safety Unit or other designated DDC representative or Consultant during regular, unannounced inspections of the job site. Field Exit Conferences will be held with the RE/CPM, Contractor Project Safety Representatives.
- B. The RE/CPM will continually monitor the safety and environmental performance of the contractor's employees and work methods. Deficiencies shall be brought to the attention of the contractor's representative on site for immediate correction. The DDC representative will maintain a written record of these deficiencies and have these records available upon request. Any critical deficiencies shall be immediately reported to QA&CS phone# (718) 391-1624 or (718) 391-1911.
- C. If the Contractor's safety performance during the project is not up to DDC standards (safety performance measure, accident/incident rate, etc.) the Director - QA&CS, or his/her designee will meet with the Contractor's Project Safety Representative and or Project Safety Manager, the DDC Project Manager, the RE/CPM, and the DDC Environmental Specialist (if environmental issues are involved). The purpose of this meeting is to 1) determine the level of non-compliance; 2) explain and clarify the safety/environmental provisions; 3) agree on a future course of action to correct the deficiencies.
- D. If the deficiencies continue to occur with inadequate attention by the contractor, this shall, among other remedies available, be grounds for default.
- E. The contractor shall within 1 hour inform the RE/CPM/CM of all accidents/incidents including all fatalities, any injuries to employees or members of the general public, and property damage (e.g., structural damage, equipment rollovers, utility damage, loads dropped from crane). The RE/CPM shall notify the Construction Safety Unit as per DDC's Construction Safety Emergency and Accident Notification and Response Protocol and shall maintain a record of all contractor accidents/incidents for the project.
- F. The Construction Safety Unit shall be notified within two (2) hours of the start of any NYS-DOL/ NYC-COSH/ OSHA/ EPA inspections.

**IX. SAFETY PERFORMANCE EVALUATION**

The contractor's safety record, including accident/incident history and DDC safety inspection results, will be considered as part of the Contractor's performance evaluation at the conclusion of the project. Poor safety performance during the course of the project shall be a reason to rate a Contractor unsatisfactory which may be reflected in the City's Vendex system and will be considered for future procurement actions as set forth in the City's Procurement Policy Board Rules.

CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE

## ADDENDA CONTROL SHEET

BID OPENING DATE: July 30, 2019

PROJECT NO.: SANDR01

DESCRIPTION: HYLAN BOULEVARD STREETScape IMPROVEMENTS

Addendum		Addendum Contains:				
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Amendments	Drawings (number)
1	06/21/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
2	06/25/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
3	06/25/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
4	07/08/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
5	07/12/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
6	07/18/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> (40)
7	07/19/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
8	07/24/2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)

The Table above is a guide. Refer to the referenced Addendum for specific information.

ATTACH TO CONTRACT DOCUMENTS  
THE CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION  
INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN

PROJECT ID: SANDR01

HYLAN BOULEVARD STREETScape IMPROVEMENTS  
FROM SEAVER AVENUE TO STOBE AVENUE  
INCLUDING SIDEWALK, SEWER, WATER MAIN, BMP,  
STREET LIGHTING, AND TRAFFIC WORK

TOGETHER WITH ALL WORK INCIDENTAL THERETO  
BOROUGH OF STATEN ISLAND  
CITY OF NEW YORK

ADDENDUM NO. 8

DATED: July 24, 2019

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. **Refer** to the Bid and Contract Documents, VOLUME 1 OF 3, BID SCHEDULE, Pages B-3 through B-42;  
**Delete** pages B-3 through B-42 in their entirety;  
**Substitute** with attached revised B-3 [Revision #1] through B-42 [Revision #1].  
**Note:** Item BMP-7.413 was added.
2. **Refer** to the Bid and Contract Documents, VOLUME 3 OF 3, BMP -Pages, page BMP-v;  
**Delete** page BMP-v in its entirety;  
**Substitute** with attached revised Page BMP-vR.
3. **Refer** to the Bid and Contract Documents, VOLUME 3 OF 3, BMP-Pages;  
**Insert** the attached new Specifications BMP-148a and BMP-148b following page BMP-148.
4. **Refer** to the Contract Drawings, Drawing No. C-6 ;  
**Add** the following new NOTE:  
"16. ALL NEW PLANTS SHALL BE PROTECTED BY THE TEMPORARY GOOSE EXCLUSION FENCE AS PER SPECIFICATIONS, DRAWING SD-C-3 AND DIRECTED BY THE ENGINEER".
5. For additional information see the attached pages of "Questions Submitted by Bidders and DDC's Responses".

END OF ADDENDUM NO. 8

By signing in the space provided below, the bidder acknowledges receipt of this Addendum  
consisting of ONE (1) page and FORTY-FOUR (44) pages of attachments.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BID

J. D'Annunzio & Sons Inc  
Name of Bidder  
By: William Weissman  
William Weissman

A8-1

Jorge Tua  
Jorge Tua, P.E.  
Executive Director



## BID SCHEDULE

- NOTE:** (1) The Agency may reject a bid if it contains unbalanced bid prices. An unbalanced bid is considered to be one containing lump sum or unit items which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs, anticipated for the performance of the items in question.
- (2) The following bid prices on Unit Price Contracts are to be paid for the actual quantities of the item numbers in the completed work or structure, and they cover the cost of all work, labor, material, tools, plant and appliances of every description necessary to complete the entire work, as specified, and the removal of all debris, temporary work and appliances.
- (3) PLEASE BE SURE A LEGIBLE BID IS ENTERED, IN INK, FOR EACH ITEM.  
Alterations must be initiated in ink by the bidder.
- (4) The Extended Amount entered in Column 6 shall be the product of the Estimated Quantity in Column 3 times the Unit Price Bid in Column 5.
- (5) Prospective bidders must examine the Bid Schedule carefully and, before bidding, must advise the Commissioner, in writing, if any pages are missing, and must request that such missing pages be furnished them. The pages of this Bid Schedule are numbered consecutively, as follows:  
B - 3 [REVISION # 1] Through B - 42 [REVISION # 1]

PLEASE BE SURE A LEGIBLE BID IS ENTERED FOR EACH ITEM.  
THE BIDDER SHALL INSERT THE TOTAL BID PRICE IN  
THE BID FORM IN THIS BID BOOKLET.



Department of  
Design and  
Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

PROJECT ID: SANDR01  
CONTRACT PIN: 8502019HW0014C

7/24/2019 11:48 AM

REBID: N/A

# BID SCHEDULE FORM

COL 1 SEQ. NO.	COL 2 ITEM NUMBER	COL 3 DESCRIPTION	COL 4 ESTIMATE QUANTITY	COL 5 UNIT PRICE UNIT	COL 6 EXTENDED AMOUNT DOLLARS	COL 7 UNIT PRICE UNIT	COL 8 EXTENDED AMOUNT DOLLARS
001	4.02 AB-R	ASPHALTIC CONCRETE WEARING COURSE, 1-1/2" THICK	240.00	S.Y.			
002	4.02 AF-R	ASPHALTIC CONCRETE WEARING COURSE, 2" THICK	245.00	S.Y.			
003	4.02 AG	ASPHALTIC CONCRETE WEARING COURSE, 3" THICK	7,050.00	S.Y.			
004	4.02 CB	ASPHALTIC CONCRETE MIXTURE	1,425.00	TONS			
005	4.04 H	CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	40.00	C.Y.			
006	4.04 HE	CONCRETE BASE FOR PAVEMENT, 10" THICK (HIGH-EARLY STRENGTH)	1,390.00	C.Y.			
007	4.05 AC	REINFORCED CONCRETE PAVEMENT (BUS STOPS)	90.00	C.Y.			
008	4.08 AE	CONCRETE CURB (22" DEEP)	280.00	L.F.			

B-4  
[REVISION # 1]





Department of  
Design and  
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

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CONTRACT PIN: 8502019HW0014C

7/24/2019 11:48 AM

REBID: N/A

# BID SCHEDULE FORM

COL 1 SEQ. NO.	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINERS ESTIMATE	COL 4 QTY	COL 5 UNIT	COL 6 UNIT PRICE FIGURES	COL 7 EXTENDED AMOUNT FIGURES DOLLARS
009	4.08 AEM CONCRETE CURB, MOUNTABLE (22" DEEP)	90.00		L.F.		
010	4.08 AJM CONCRETE CURB, MOUNTABLE (27" DEEP)	30.00		L.F.		
011	4.09 AEA STRAIGHT STEEL FACED CONCRETE CURB (22" DEEP)	1,300.00		L.F.		
012	4.09 AF STRAIGHT STEEL FACED CONCRETE CURB (27" DEEP)	200.00		L.F.		
013	4.09 BEA DEPRESSED STEEL FACED CONCRETE CURB (22" DEEP)	40.00		L.F.		
014	4.09 CEA CORNER STEEL FACED CONCRETE CURB (22" DEEP)	220.00		L.F.		
015	4.11 CA FILL, PLACE MEASUREMENT	5,990.00		C.Y.		
016	4.13 AAS 4" CONCRETE SIDEWALK (UNPIGMENTED)	17,300.00		S.F.		



Department of  
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

PROJECT ID: SANDR01  
CONTRACT PIN: 8502019HW0014C

7/24/2019 11:48 AM

REBID: N/A

# BID SCHEDULE FORM

CO-1	CO-2	CO-3	CO-4	CO-5	CO-6	CO-7	CO-8	CO-9
SECTION	ITEM NUMBER AND DESCRIPTION	ENGINEERS ESTIMATE	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
					DOLLARS	DOLLARS	DOLLARS	DOLLARS
017	4.13 BAS 7" CONCRETE SIDEWALK (UNPIGMENTED)	15,060.00	S.F.					
018	4.13 DE EMBEDDED PREFORMED DETECTABLE WARNING UNITS	200.00	S.F.					
019	4.14 STEEL REINFORCEMENT BARS	220.00	LBS.					
020	4.14 W WELDED STEEL WIRE FABRIC	1,150.00	LBS.					
021	4.15 TOPSOIL	70.00	C.Y.					
022	4.16 AA TREES REMOVED (4" TO UNDER 12" CALIPER)	2.00	EACH					
023	4.16 BA TREES PLANTED, 2-1/2" TO 3" CALIPER, ALL TYPES	14.00	EACH					
024	4.16 BA510 TREES PLANTED, 2-1/2" TO 3" CALIPER, ALL TYPES, IN 5' X 10' TREE PITS	7.00	EACH					

B-6  
[REVISION # 1]



Department of  
Design and  
Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

PROJECT ID: SANDR01  
CONTRACT PIN: 8502019HW0014C

7/24/2019 11:48 AM

REBID: N/A

# BID SCHEDULE FORM

SEQ. NO.	ITEM NUMBER AND DESCRIPTION	QTY	UNITS	ESTIMATE		EXPANDED AMOUNT	
				ENGINEERS	CONTRACTORS	CONTRACTORS	CONTRACTORS
		OF QUANTITY	UNIT	FIGURES	FIGURES	FIGURES	FIGURES
025	4.16 STUMP STUMP REMOVAL	1.00	UNITS				
026	4.18 A MAINTENANCE TREE PRUNING (UNDER 12" CAL.)	7.00	EACH				
027	4.20 SEEDING	127.00	S.Y.				
028	4.21 TREE CONSULTANT	132.00	P/HR				
029	50.11MD80040 8'-0"W X 4'-0"H DOUBLE BARREL FLAT TOP REINFORCED CONCRETE STORM SEWER	260.00	L.F.				
030	50.11MS040030 4'-0"W X 3'-0"H SINGLE BARREL FLAT TOP REINFORCED CONCRETE STORM SEWER	280.00	L.F.				
031	50.11MS080030 8'-0"W X 3'-0"H SINGLE BARREL FLAT TOP REINFORCED CONCRETE STORM SEWER	20.00	L.F.				
032	50.11MS080040 8'-0"W X 4'-0"H SINGLE BARREL FLAT TOP REINFORCED CONCRETE STORM SEWER	140.00	L.F.				



Department of  
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7/24/2019 11:48 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: SANDR01  
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502019HW0014C

REBID: N/A

# BID SCHEDULE FORM

COL 1 SEQ. NO.	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	COL 7 CIS
033	50.21M3E024D 24" R.C.P. CLASS III STORM SEWER, ENCASED IN CONCRETE	95.00	L.F.			
034	50.21M3E030D 30" R.C.P. CLASS III STORM SEWER, ENCASED IN CONCRETE	20.00	L.F.			
035	50.21M3E036D 36" R.C.P. CLASS III STORM SEWER, ENCASED IN CONCRETE	80.00	L.F.			
036	50.21M3E045W 45"W X 29"H R.C.P. CLASS HE-III STORM SEWER, ENCASED IN CONCRETE	45.00	L.F.			
037	50.31SC10 10" E.S.V.P. SANITARY SEWER, ON CONCRETE CRADLE	140.00	L.F.			
038	51.11C001 CHAMBER NO. 1	1.00	EACH			
039	51.11C002 CHAMBER NO. 2	1.00	EACH			
040	51.11C003 CHAMBER NO. 3	1.00	EACH			

B - 8  
[REVISION # 1]



Department of  
Design and  
Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

PROJECT ID: SANDR01  
CONTRACT PIN: 8502019HW0014C

7/24/2019 11:48 AM

REBID: N/A

# BID SCHEDULE FORM

SQ NO.	ITEM NUMBER AND DESCRIPTION	ESTIMATE QUANTITY	UNIT	ESTIMATE		EXTENDED AMOUNT	
				COEFFICIENT	UNIT PRICE (FIGURES)	COEFFICIENT	UNIT PRICE (FIGURES)
				COEFFICIENT	UNIT PRICE (FIGURES)	COEFFICIENT	UNIT PRICE (FIGURES)
041	51.11C004 CHAMBER NO. 4	1.00	EACH				
042	51.11C005 CHAMBER NO. 5	1.00	EACH				
043	51.21S0A1000V STANDARD MANHOLE TYPE A-1	2.00	EACH				
044	51.21S0A3000V STANDARD SHALLOW MANHOLE TYPE A-3	1.00	EACH				
045	51.21S0B1000V STANDARD MANHOLE TYPE B-1	3.00	EACH				
046	51.21S0C1036R STANDARD MANHOLE TYPE C-1 ON 36" R.C.P. SEWER	2.00	EACH				
047	51.23RF REPLACEMENT OF EXISTING MANHOLE FRAME AND COVER	5.00	EACH				
048	51.41S001 STANDARD CATCH BASIN, TYPE 1	14.00	EACH				



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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
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REBID: N/A

# BID SCHEDULE FORM

SEQ. NO.	ITEM NUMBER AND DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS	EXTENDED AMOUNT (IN FIGURES) DOLLARS
049	52.11D12 12" DUCTILE IRON PIPE BASIN CONNECTION	430.00	L.F.		
050	53.11DR TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS	1,075.00	L.F.		
051	54.31SR SHOTCRETE FOR REPAIR WORK	210.00	C.F.		
052	55.11AB ABANDONING BASINS AND INLETS	7.00	EACH		
053	554.40 FILL TYPE RETAINING WALL (0 - 6 FT)	3,520.00	S.F.		
054	580.01 REMOVAL OF STRUCTURAL CONCRETE	6.00	C.Y.		
055	6.02 AAN UNCLASSIFIED EXCAVATION	3,765.00	C.Y.		
056	6.09 CONCRETE HEADER (6" WIDE X 15" DEEP)	500.00	L.F.		

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REBID: N/A

# BID SCHEDULE FORM

COL 1 SEQ. NO.	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE DOLLARS	COL 6 EXPANDED AMOUNT (UNFIGURES) DOLLARS
057	6.22 F ADDITIONAL HARDWARE	2,200.00	LBS.		
058	6.25 RS TEMPORARY SIGNS	440.00	S.F.		
059	6.26 TIMBER CURB	880.00	L.F.		
060	6.28 AA LIGHTED TIMBER BARRICADES	110.00	L.F.		
061	6.40 D ENGINEER'S FIELD OFFICE (TYPE D)	30.00	MONTH		
062	6.43 D DIGITAL PHOTOGRAPHS	5,115.00	SETS		
063	6.44 THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	14,300.00	L.F.		
064	6.44 CST COLOR SURFACE TREATMENT FOR PAVEMENTS (CST)	16,632.00	S.F.		



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# BID SCHEDULE FORM

COL NO	ITEM NUMBER AND DESCRIPTION	ENGINEERS ESTIMATE QUANTITY	UNIT	BOL F		BOL S	
				UNIT PRICE (FIGURES)	DOLLARS	DEPENDENT UNIT (FIGURES)	DOLLARS
065	6.49 TEMPORARY PAVEMENT MARKINGS (4" WIDE)	3,300.00	L.F.				
066	6.50 CLEANING OF DRAINAGE STRUCTURES	4.00	EACH				
067	6.52 FED UNIFORMED FLAGPERSON PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 224,250.00	1.00	F.S.	224,250	00		\$224,250 00
068	6.53 REMOVE EXISTING LANE MARKINGS (4" WIDE)	3,520.00	L.F.				
069	6.55 SAWCUTTING EXISTING PAVEMENT	450.00	L.F.				
070	6.59 P TEMPORARY CONCRETE BARRIER	2,310.00	L.F.				
071	6.59 PF TEMPORARY CONCRETE BARRIER WITH FENCE	6,600.00	L.F.				
072	6.67 SUBBASE COURSE, SELECT GRANULAR MATERIAL	1,190.00	C.Y.				

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# BID SCHEDULE FORM

NO.	SECTION	NEW NUMBER & DESCRIPTION	SO'S	ENGINEERS ESTIMATE	QTY	UNIT	NO. OF QUANTITY	UNIT PRICE	EXTENDED AMOUNT
								DOLLARS	DOLLARS
073	6.68	PLASTIC FILTER FABRIC		7,290.00		S.Y.			
074	6.75	GRINDING EXISTING ASPHALTIC CONCRETE WEARING COURSE		40.00		C.Y.			
075	6.82 A	REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS		99.00		S.F.			
076	6.82 B	REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS		138.00		L.F.			
077	6.83 AA	FURNISHING NEW NON-REFLECTORIZED TRAFFIC SIGNS		42.00		S.F.			
078	6.83 AB	FURNISHING NEW TRAFFIC SIGN POSTS		121.00		L.F.			
079	6.83 AR	FURNISHING NEW REFLECTORIZED TRAFFIC SIGNS		63.00		S.F.			
080	6.83 BA	INSTALLING TRAFFIC SIGNS		105.00		S.F.			

# BID SCHEDULE FORM

COL 1	COL 2	COL 3	COL 4	COL 5	COL 6	COL 7	COL 8
SEQ. NO.	ITEM NUMBER AND DESCRIPTION	ENGINEERS ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (FIGURES)	EXTENDED AMOUNT (FIGURES)	UNIT PRICE (FIGURES)	EXTENDED AMOUNT (FIGURES)
081	6.83 BB INSTALLING TRAFFIC SIGN POSTS	121.00	L.F.				
082	6.84 B LOLLIPOP TYPE BUS STOP SIGNS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 12,000.00	1.00	F.S.	12,000.00	\$12,000.00		
083	6.86 AA FURNISHING NEW STREET NAME SIGNS	16.00	S.F.				
084	6.86 AB FURNISHING NEW STREET NAME SIGN POSTS	47.00	L.F.				
085	6.86 BA INSTALLING STREET NAME SIGNS	16.00	S.F.				
086	6.86 BB INSTALLING STREET NAME SIGN POSTS	47.00	L.F.				
087	6.87 PLASTIC BARRELS	470.00	EACH				
088	6.91 REFLECTIVE CRACKING MEMBRANE (18" WIDE)	5,710.00	L.F.				



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## BID SCHEDULE FORM

COL 1 SEQ NO	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE IN FIGURES DOLLARS AND CENTS	COL 6 EXTENDED AMOUNT IN FIGURES DOLLARS AND CENTS
089	6.97 A EXTRA-HIGH-EARLY STRENGTH CONCRETE	510.00	C.Y.		
090	60.11R520 FURNISHING AND DELIVERING 20-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)	735.00	L.F.		
091	60.11R524 FURNISHING AND DELIVERING 24-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)	20.00	L.F.		
092	60.11R606 FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	110.00	L.F.		
093	60.11R608 FURNISHING AND DELIVERING 8-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	330.00	L.F.		
094	60.11R612 FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	1,035.00	L.F.		
095	60.12D06 LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	155.00	L.F.		
096	60.12D08 LAYING 8-INCH DUCTILE IRON PIPE AND FITTINGS	360.00	L.F.		



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# BID SCHEDULE FORM

SEQ. NO.	ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)	COL 6 EXTENDED AMOUNT (IN FIGURES)
				DOLLARS	DOLLARS
097	60.12D12 LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	1,095.00	L.F.		
098	60.12D20 LAYING 20-INCH DUCTILE IRON PIPE AND FITTINGS	765.00	L.F.		
099	60.12D24 LAYING 24-INCH DUCTILE IRON PIPE AND FITTINGS	25.00	L.F.		
100	60.13M0A24 FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24-INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	8.00	TONS		
101	60.21SP3T12 FURNISHING, DELIVERING AND LAYING 12-INCH STRAIGHT STEEL PIPE, 3/8-INCH WALL THICKNESS	58.00	L.F.		
102	60.21SP3T20 FURNISHING, DELIVERING AND LAYING 20-INCH STRAIGHT STEEL PIPE, 3/8-INCH WALL THICKNESS	96.00	L.F.		
103	60.22BR3T12 FURNISHING, DELIVERING AND LAYING 12-INCH STEEL BENDS AND REDUCERS, 3/8-INCH WALL THICKNESS	14.00	L.F.		
104	60.22BR3T20 FURNISHING, DELIVERING AND LAYING 20-INCH STEEL BENDS AND REDUCERS, 3/8-INCH WALL THICKNESS	20.00	L.F.		



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## BID SCHEDULE FORM

60 SEQ. NO.	60 ITEM NUMBER AND DESCRIPTION	60 ENGINEERS ESTIMATE QTY	60 UNIT	60 UNIT PRICE DOLLARS	60 EXTENDED AMOUNT DOLLARS
105	61.11DMM06 FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	8.00	EACH		
106	61.11DMM08 FURNISHING AND DELIVERING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	2.00	EACH		
107	61.11DMM12 FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	5.00	EACH		
108	61.11DMM20 FURNISHING AND DELIVERING 20-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	2.00	EACH		
109	61.12DMM06 SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	8.00	EACH		
110	61.12DMM08 SETTING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	2.00	EACH		
111	61.12DMM12 SETTING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	5.00	EACH		



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COL 1 SEQ. NO.	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
112	61.12DMM20 SETTING 20-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	2.00	EACH		
113	62.11SD FURNISHING AND DELIVERING HYDRANTS	8.00	EACH		
114	62.12SG SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	8.00	EACH		
115	62.13RH REMOVING HYDRANTS	5.00	EACH		
116	62.14FS FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	16.00	EACH		
117	63.11MH FURNISHING, DELIVERING AND INSTALLING 36-INCH CAST IRON MANHOLE HEADS AND COVERS	2.00	TONS		
118	63.11VC FURNISHING AND DELIVERING VARIOUS CASTINGS	6.00	TONS		
119	64.11EL WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2- INCH OR LARGER SCREW TAPS	4.00	EACH		

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## BID SCHEDULE FORM

SEQ. NO.	ITEM NUMBER AND DESCRIPTION	ESTIMATE		UNIT PRICE		EXPENSES/UNIT	
		QUANTITY	UNIT	QUANTITY	UNIT	QUANTITY	UNIT
120	64.11ST WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS	4.00	EACH				
121	64.12COEG CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	165.00	L.F.				
122	64.12COLT CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	110.00	L.F.				
123	64.12ESEG EXTENDING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	165.00	L.F.				
124	64.12ESLT EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	110.00	L.F.				
125	65.11BR FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	220.00	LBS.				
126	65.21PS FURNISHING AND PLACING POLYETHYLENE SLEEVE Unit price bid shall not be less than: \$ 2.00	165.00	L.F.				



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# BID SCHEDULE FORM

COL 1 SEQ NO	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIFORM PRICE (FIGURES IN DOLLARS)	COL 6 EXTENDED AMOUNT (FIGURES IN DOLLARS)
127	65.31FF FURNISHING, DELIVERING AND PLACING FILTER FABRIC Unit price bid shall not be less than: \$ 0.10	87,780.00	S.F.		
128	65.51PC FURNISHING AND PLACING CAST-IN-PLACE CONCRETE CLASS 40 AND PRECAST CONCRETE CLASS 50	33.00	C.Y.		
129	65.61SS FURNISHING, DELIVERING AND PLACING STRUCTURAL, REINFORCING AND MISCELLANEOUS STEEL	23,100.00	LBS.		
130	65.71SG FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	300.00	C.Y.		
131	7.13 B MAINTENANCE OF SITE Unit price bid shall not be less than: \$ 8,000.00	24.00	MONTH		
132	7.16 D TEST PITS	260.00	C.Y.		
133	7.36 PEDESTRIAN STEEL BARRICADES	176.00	L.F.		

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SEQ. NO.	ITEM NUMBER AND DESCRIPTION	COL. 2 ENGINEERS ESTIMATE OF QUANTITY	COL. 3 UNIT	COL. 4 UNIT PRICE (IN FIGURES) DOLLARS	COL. 5 EXTENDED AMOUNT (IN FIGURES) DOLLARS
134	7.88 AA RODENT INFESTATION SURVEY AND MONITORING Unit price bid shall not be less than: \$ 1,000.00	1.00	L.S.		
135	7.88 AB RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 60.00	408.00	EACH		
136	7.88 AC BAITING OF RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 12.00	408.00	EACH		
137	7.88 AD WATERBUG BAIT APPLICATIONS Unit price bid shall not be less than: \$ 75.00	96.00	BLOCK		
138	70.12AN CONTINUOUS FLIGHT AUGER (CFA) PILES	27,267.00	V.F.		
139	70.12AT CONTINUOUS FLIGHT AUGER (CFA) PILES, LOAD TEST	2.00	EACH		



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# BID SCHEDULE FORM

COL 1 SEC No	COL 2 LINE NUMBER AND DESCRIPTION	COL 3 ENGINEERS ESTIMATE	COL 4 UNIT	COL 5 UNIT PRICE IN FIGURES	COL 6 EXTENDED AMOUNT IN FIGURES	COL 7 DOLLARS	COL 8 DOLLARS
140	70.21DK DECKING Unit price bid shall not be less than: \$ 100.00	180.00	S.Y.				
141	70.31FN FENCING Unit price bid shall not be less than: \$ 2.00	2,763.00	L.F.				
142	70.51EO EXCAVATION OF BOULDERS IN OPEN CUT Unit price bid shall not be less than: \$ 75.00	25.00	C.Y.				
143	70.61RE ROCK EXCAVATION	25.00	C.Y.				
144	70.71SB STONE BALLAST Unit price bid shall not be less than: \$ 15.00	274.00	C.Y.				
145	70.81CB CLEAN BACKFILL Unit price bid shall not be less than: \$ 15.00	105.00	C.Y.				

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# BID SCHEDULE FORM

COL 1 SEQ. NO.	COL 2 ITEM NUMBER & DESCRIPTION	COL 3 ENGINEERS ESTIMATE QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
146	70.91SW12 FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS	2,200.00	S.F.		
147	70.91SW20 FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 20-INCH IN DIAMETER	12,210.00	S.F.		
148	72.11HF HYDRAULIC FILL FOR ABANDONED SEWERS AND WATER MAINS	75.00	C.Y.		
149	73.11AB ADDITIONAL BRICK MASONRY Unit price bid shall not be less than: \$ 62.50	15.00	C.Y.		
150	73.21AC ADDITIONAL CONCRETE Unit price bid shall not be less than: \$ 62.50	25.00	C.Y.		
151	73.31AE0 ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS) Unit price bid shall not be less than: \$ 20.00	115.00	C.Y.		



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COL. 1 SEC. NO.	COL. 2 ITEM NUMBER AND DESCRIPTION	COL. 3 ENGINEERS ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS	COL. 6 EXPENDED AMOUNT (IN FIGURES) DOLLARS
152	73.41AG ADDITIONAL SELECT GRANULAR BACKFILL Unit price bid shall not be less than: \$ 15.00	55.00	C.Y.		
153	73.51AS ADDITIONAL STEEL REINFORCING BARS Unit price bid shall not be less than: \$ 1.00	50.00	LBS.		
154	73.61AT ADDITIONAL STONE BALLAST Unit price bid shall not be less than: \$ 15.00	15.00	C.Y.		
155	8.01 C1 HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL	46,500.00	TONS		
156	8.01 C2 SAMPLING AND TESTING OF CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PURPOSES	90.00	SETS		
157	8.01 H HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL	6,000.00	TONS		
158	8.01 S HEALTH AND SAFETY	1.00	L.S.		



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COL 1 SEQ NO	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEERS ESTIMATE QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE FIGURES DOLLARS	COL 6 EXTENDED AMOUNT FIGURES DOLLARS
159	8.01 W1 REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER	180.00	DAY		
160	8.01 W2 SAMPLING AND TESTING OF CONTAMINATED WATER	180.00	SETS		
161	8.02 A SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	324.00	S.F.		
162	8.02 B SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	242.00	L.F.		
163	8.08 VMS VARIABLE MESSAGE SIGN	2.00	EACH		
164	9.04 HW ALLOWANCE FOR ANTI-FREEZE ADDITIVE IN CONCRETE PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 20,000.00	1.00	F.S.	20,000.00	\$20,000.00
165	9.99 FLASHING ARROW BOARD	2.00	EACH		



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COL 1 SEQ. NO.	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
166	91698.93 INCENTIVE PAYMENTS AND DISINCENTIVE ASSESSMENTS FOR B PORTION WORK PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 900,000.00	1.00	F.S.	900,000.00	\$900,000.00
167	BMP-7.09 LICENSED SURVEYOR	15.00	DAY		
168	BMP-7.103 CONCRETE	4.00	C.Y.		
169	BMP-7.103-A CONCRETE (NONSTRUCTURAL)	305.00	C.Y.		
170	BMP-7.107-B RIP-RAP AND ANGULAR NATURAL FIELD STONE	242.00	C.Y.		
171	BMP-7.109 GEOTEXTILE FABRIC	10,010.00	S.F.		
172	BMP-7.113-12 12" DUCTILE IRON PIPE	136.00	L.F.		
173	BMP-7.117 GRAFFITI RESISTANT COATING	83.00	S.F.		

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COL 1 SEQ. NO.	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (FIGURES)	COL 6 TOTAL DOLLARS	COL 7 EXPANDED UNIT PRICE (FIGURES)	COL 8 TOTAL DOLLARS
174	BMP-7.129-1 STRUCTURE NO. 1	1.00	EACH				
175	BMP-7.129-2 STRUCTURE NO. 2	1.00	EACH				
176	BMP-7.129-3 STRUCTURE NO. 3	1.00	EACH				
177	BMP-7.129-4 STRUCTURE NO. 4	1.00	EACH				
178	BMP-7.133 CHECK VALVE	3.00	EACH				
179	BMP-7.204 PA COLONIAL STONE	4.00	C.Y.				
180	BMP-7.301 DEBRIS REMOVAL AND DISPOSAL	143.00	C.Y.				
181	BMP-7.302 CLEARING, GRUBBING AND REMOVALS	310,200.00	S.F.				



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REBID: N/A

# BID SCHEDULE FORM

COL	NO.	DESCRIPTION	QTY	UNIT	ESTIMATE	UNIT PRICE	EXTENDED AMOUNT
NO.			OF QUANTITY		ENGINEERS	(IN CUBIC FEET)	(IN CUBIC FEET)
SEC NO							
182	BMP-7.304-A	EXCAVATION	57,970.00	C.Y.			
183	BMP-7.305	CRUSHED STONES	279.00	C.Y.			
184	BMP-7.306-A	TREE REMOVAL 6" TO 12" CALIPER	148.00	EACH			
185	BMP-7.306-B	TREE REMOVAL ABOVE 12" TO 18" CALIPER	18.00	EACH			
186	BMP-7.306-C	TREE REMOVAL ABOVE 18" TO 24" CALIPER	9.00	EACH			
187	BMP-7.306-D	TREE REMOVAL ABOVE 24" CALIPER	2.00	EACH			
188	BMP-7.307-A	GRADING	315,904.00	S.F.			
189	BMP-7.308	FILL	3,727.00	C.Y.			

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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

PROJECT ID: SANDR01  
CONTRACT PIN: 8502019HW0014C

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REBID: N/A

# BID SCHEDULE FORM

COL SEQ. NO.	ITEM NUMBER AND DESCRIPTION	COL 2		COL 3		COL 4		COL 5	
		ENGINEERS ESTIMATE	UNIT	UNIT PRICE (FIGURES)	EXPANDED AMOUNT (FIGURES)	UNIT PRICE (FIGURES)	EXPANDED AMOUNT (FIGURES)	UNIT PRICE (FIGURES)	EXPANDED AMOUNT (FIGURES)
190	BMP-7.401-A CANOPY TREES (2 1/2" TO 3" CALIPER)	12.00	EACH						
191	BMP-7.401-C CANOPY TREES - WHIPS 5' TO 6'	186.00	EACH						
192	BMP-7.401-H SHRUBS	607.00	EACH						
193	BMP-7.401-I SEEDING	215,589.00	S.F.						
194	BMP-7.401-J HERBACEOUS PLANTS (PLUGS)	23,000.00	EACH						
195	BMP-7.403 TOPSOIL	2,196.00	C.Y.						
196	BMP-7.404-A RESTORATION SPECIALIST	132.00	HRS						
197	BMP-7.404-B EROSION AND SEDIMENT CONTROL LICENSED/CERTIFIED PROFESSIONAL	20.00	DAY						



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REBID: N/A

# BID SCHEDULE FORM

COL 1 SEQ NO	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (FIGURES) DOLLARS
198	BMP-7.405-A VECTOR AND PEST CONTROL	88.00	HRS		
199	BMP-7.407 JUTE MESH	192,500.00	S.F.		
200	BMP-7.408-B HERBICIDE APPLICATION	20.00	CREW DAY		
201	BMP-7.413 TEMPORARY GOOSE EXCLUSION FENCE	6,776.00	L.F.		
202	BMP-7.415 INVASIVE VINE AND PLANT REMOVAL	20.00	CREW DAY		
203	BMP-7.418 CLEAN SAND FOR RESTORED AREA	66.00	C.Y.		
204	BMP-7.419 TREE AND ROOT PRUNING	5.00	CREW DAY		
205	BMP-7.502 CONSTRUCTION LIMIT FENCE	2,882.00	L.F.		

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REBID: N/A

# BID SCHEDULE FORM

COL 1 SEQ. NO.	COL 2 MEMBER AND DESCRIPTION	COL 3 ENGINEER'S ESTIMATE QTY QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)	COL 6 EXTENDED AMOUNT IN FIGURES
				DOLLARS	DOLLARS
206	BMP-7.504 REINFORCED SILT FENCE	374.00	L.F.		
207	BMP-7.505 SAND BAG	6,780.00	EACH		
208	BMP-7.506-A SEDIMENT TRAP WITH FILTER	1.00	EACH		
209	BMP-7.510 PORTABLE SEDIMENT TANK	1.00	EACH		
210	BMP-7.512 DIRTBAG	10.00	EACH		
211	BMP-7.517 SLOPE STABILIZATION MAT	3,927.00	S.Y.		
212	BMP-7.601-G GALVANIZED STEEL "W" BEAM GUIDE RAIL	52.00	L.F.		
213	BMP-7.602-B BOULDER RELOCATION	74.00	EACH		



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REBID: N/A

# BID SCHEDULE FORM

COL 1	COL 2	COL 3	COL 4	COL 5	COL 6	COL 7	COL 8
SEQ. NO.	ITEM NUMBER & DESCRIPTION	ENGINEER'S ESTIMATE QUANTITY	UNIT	UNIT PRICE (FIGURES IN FIGURES)	EXTENDED AMOUNT (FIGURES)	DOLLARS	DOLLARS
214	BMP-7.603-B STEEL PIPE BOLLARD - REMOVABLE	10.00	EACH				
215	BMP-7.604-4 4-FOOT BLACK CHAIN LINK FENCE	701.00	L.F.				
216	BMP-7.605-A PERMANENT SIGNS ON STEEL RAIL POSTS	10.00	EACH				
217	BMP-7.605-B 0.020" TEMPORARY SIGNS	24.00	EACH				
218	BMP-7.605-E 0.080" PERMANENT SIGNS (ADOPT A BLUEBELT)	3.00	EACH				
219	BMP-7.606-B PERMANENT MAINTENANCE ACCESSWAY (PAVERS)	1,584.00	S.F.				
220	BMP-7.606-C PERMANENT MAINTENANCE ACCESSWAY (GRAVEL)	286.00	S.F.				
221	BMP-7.606-D PERMEABLE PAVERS WITH CONCRETE EDGE RESTRAINTS	1,815.00	S.F.				



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REBID: N/A

# BID SCHEDULE FORM

COL 1 SEQ NO	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE IN FIGURES DOLLARS	COL 6 EXTENDED AMOUNT IN FIGURES DOLLARS
222	BMP-7.612-A GALVANIZED STEEL GRAPHIC	1.00	EACH		
223	BMP-7.622 FOREBAY MICROPOOL SEDIMENT CLEAN-OUT INDICATOR	5.00	EACH		
224	BMP-7.626 STEEL ROD BENCH ON CONCRETE PAD	11.00	EACH		
225	BMP-7.627 INTERPRETIVE SIGN	3.00	EACH		
226	BMP-7.705 EROSION CONTROL MAT	24,552.00	S.F.		
227	BMP-7.710 RENO MATTRESS	521.00	S.Y.		
228	SL-20.02.02 FURNISH AND INSTALL STANDARD TYPE ANCHOR BOLT FOUNDATION, AS PER DRAWING E-3788	1.00	EACH		
229	SL-21.03.03 FURNISH AND INSTALL TYPE 2T, 6T, 8T OR 12T LAMPPOST WITH TRANSFORMER BASE	1.00	EACH		



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REBID: N/A

# BID SCHEDULE FORM

COL 1	COL 2	COL 3	COL 4	COL 5	COL 6	COL 7	COL 8
SEQ. NO.	ITEM NUMBER AND DESCRIPTION	ENGINEERS ESTIMATE	QUANTITY	UNIT	UNIT PRICE (FIGURES)	EXTENDED AMOUNT (FIGURES)	C/S
					DOLLARS	DOLLARS	
230	SL-22.16.05 FURNISH AND INSTALL ROADWAY TYPE LED FIXTURE AS PER SPECIFICATION 466 WITH PEC RECEPTACLE AND PEC	19.00	EACH				
231	SL-24.01.04 REMOVE BRACKET, LUMINAIRE AND CONTROL, IF ANY, FROM WOOD POLE	9.00	EACH				
232	SL-24.01.05 FURNISH AND INSTALL FABRICATED STEEL 8 FL. BRACKET WITH HARDWARE ON WOOD POLE, AS PER DRAWING J-3585.	17.00	EACH				
233	SL-26.01.04 FURNISH AND INSTALL LONG LIFE PHOTO ELECTRIC CONTROL WITH SURGE PROTECTION FOR LED LIGHT	15.00	EACH				
234	T-1.18 REMOVE TYPE "A", "B", "S" OR "T" SERIES FOUNDATION	1.00	EACH				
235	T-1.20 REMOVE TYPE "M" SERIES FOUNDATION	1.00	EACH				
236	T-1.3 INSTALL TYPE "M2-5S" FOUNDATION	2.00	EACH				
237	T-2.16 FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH SIGNALS	2.00	EACH				



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REBID: N/A

## BID SCHEDULE FORM

COL 1 SEQ NO	COL 2 MEMBER ID/DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE IN FIGURES, DOLLARS	COL 6 EXPANDED AMOUNT IN FIGURES, DOLLARS
238	T-2.24 REMOVE TYPE "M" SERIES POST	1.00	EACH		
239	T-2.28 REMOVE MAST ARM FROM ANY POST	1.00	EACH		
240	T-2.4 INSTALL TYPE "M-2" POST	2.00	EACH		
241	T-20160 FURNISH 20 FOOT SIGNAL MAST ARM POLE ASSEMBLY TYPE "M-2"	2.00	EACH		
242	T-20220 c) FURNISH 1-1/4" ANCHOR BOLT ASSEMBLIES FOR M-2 (EACH) (4 REQUIRED PER POST)	8.00	EACH		
243	T-3.1 INSTALL "ONE-WAY" SIGNAL UNIT ON MAST ARM OR TOP OF TRAFFIC POST	8.00	EACH		
244	T-3.18 REMOVE SIGNAL HEAD FROM ANY TYPE POST	4.00	EACH		
245	T-3.2 INSTALL "ONE-WAY" SIGNAL UNIT ON THE SHAFT OF ANY POST	2.00	EACH		



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REBID: N/A

# BID SCHEDULE FORM

COI	COI 2	COI 3	COI 4	COI 5	COI 6	COI 7	COI 8
SEQ NO	ITEM NUMBER	DESCRIPTION	ENGINEERS ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	EXTENDED AMOUNT (IN FIGURES)	CITY
					DOLLARS	DOLLARS	
246	T-3-21	REMOVE PEDESTRIAN SIGNAL OR SIGN UNIT OR OTHER ILLUMINATED SIGNS FROM ANY POST	8.00	EACH			
247	T-3-3	INSTALL "ONE-WAY" SIGNAL ON WOOD POLE, CONTRACTOR SUPPLYING BRACKETS	1.00	EACH			
248	T-3-6	INSTALL PEDESTRIAN SIGNAL ON ANY TYPE POST	8.00	EACH			
249	T-30013L	FURNISH ADJUSTABLE 3 SECTION 1-WAY, DIE CAST ALUMINUM TRAFFIC SIGNALS 8" - W/LED LENS	4.00	EACH			
250	T-31200	e) "VB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	2.00	EACH			
251	T-31235	d) "4MS"	2.00	EACH			
252	T-31351	g) "VB-2P" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	4.00	EACH			
253	T-31500AL	FURNISH 12" LENS & SIGNAL SECTION (LED AMBER ARROWS)	2.00	EACH			

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REBID: N/A

## BID SCHEDULE FORM

COL SECTION NO.	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE IN FIGURES DOLLARS	COL 6 EXCEEDED AMOUNT IN FIGURES DOLLARS
254	T-31500GL FURNISH 12" LENS & SIGNAL SECTION (LED GREEN ARROWS)	2.00	EACH		
255	T-31500L FURNISH ADJUSTABLE 3 SECTION 1-WAY, DIE CAST ALUMINUM TRAFFIC SIGNALS 12" - W/LED LENS	7.00	EACH		
256	T-33001-L FURNISH POLYCARBONATE PEDESTRIAN SIGNAL (16 X 16) W/LED COUNT LENS (SPECIFICATION A-L)	8.00	EACH		
257	T-4.22 INSTALL ANY TYPE OF ADVANCED SOLID STATE TRAFFIC SIGNAL CONTROLLER AND CABINET ON METAL POLE	1.00	EACH		
258	T-4.8 REMOVE ONE CONTROL BOX AND CONTROLLER FROM ANY POST OR SUPPORT	1.00	EACH		
259	T-5.15 FURNISH AND INSTALL 1" RIGID CONDUIT ON POLES	10.00	L.F.		
260	T-5.17 FURNISH AND INSTALL 2" RIGID CONDUIT ON A POST	10.00	L.F.		
261	T-5.32 RESTORING PERMANENT ROADWAY (INCLUDING SAWCUT)	170.00	L.F.		



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REBID: N/A

# BID SCHEDULE FORM

COL 1 SEQ NO	COL 2 ITEM NUMBER & DESCRIPTION	COL 3 ENGINEERS ESTIMATE QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
262	T-5.36 REMOVE CONDUIT FROM POST	20.00	L.F.		
263	T-5.50 FURNISH AND INSTALL 2" HDPE UNDERGROUND CONDUIT IN PAVED ROADWAY	170.00	L.F.		
264	T-5.52 FURNISH AND INSTALL 2" HDPE UNDERGROUND CONDUIT IN UNPAVED AREA	30.00	L.F.		
265	T-6.1 INSTALL CABLE (INCLUDES OVERHEAD)	300.00	L.F.		
266	T-6.10 REMOVE CABLE (INCLUDES OVERHEAD)	500.00	L.F.		
267	T-6.2 INSTALL MULTIPLE CABLE (INCLUDES OVERHEAD)	500.00	L.F.		
268	T-60000B FURNISH 2 c # 10B (BREAKDOWN = 2#10 WITH 3RD WIRE FOR GROUNDING).	500.00	L.F.		
269	T-60040 c) 7 CONDUCTOR, 14 A.W.G.	300.00	L.F.		



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COL 1 SEQ. NO.	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (FIGURES) DOLLARS
270	T-60190 e) 13 CONDUCTOR, 14 A.W.G.	600.00	L.F.		
271	T-7.18 FURNISH ONE JUNCTION BOX (10" X 8" X 4")	1.00	EACH		
272	T-7.20 INSTALL ONE JUNCTION BOX ON ANY POLE	1.00	EACH		
273	T-7.47 REMOVE JUNCTION BOX	1.00	EACH		
274	T-8.8 INSTALL CONCRETE PYLON	2.00	EACH		
275	T-8.9 REMOVE CONCRETE PYLON	2.00	EACH		
276	T-81000 FURNISH CONCRETE PYLON	2.00	EACH		
277	UTL-6.01.1 GAS MAIN CROSSING SEWER UP TO 24" IN DIAMETER (\$6.01) Unit price bid shall not be less than: \$ 1,040.00	1.00	EACH		



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# BID SCHEDULE FORM

COI	COL 2	COL 3	COL 4	COL 5	COL 6
SEQ. NO.	ITEM NUMBER AND DESCRIPTION	ENGINEERS ESTIMATE	UNIT	UNIT PRICE (FIGURES)	EXTENDED AMOUNT (FIGURES)
		OF QUANTITY		DOLLARS	DOLLARS
278	UTL-6.01.10 GAS MAIN CROSSING WATER MAIN 24" THRU 30" IN DIAMETER (\$6.01) Unit price bid shall not be less than: \$ 550.00	1.00	EACH		
279	UTL-6.01.7T GAS MAIN CROSSING 8'-0"W X 4'-0"H FLAT TOP REINFORCED CONCRETE STORM SEWER (\$6.01) Unit price bid shall not be less than: \$ 2,740.00	1.00	EACH		
280	UTL-6.01.8 GAS SERVICES CROSSING TRENCHES AND/OR EXCAVATIONS (\$6.01) Unit price bid shall not be less than: \$ 465.00	3.00	EACH		
281	UTL-6.01.9 GAS MAIN CROSSING WATER MAIN UP TO 20" IN DIAMETER (\$6.01) Unit price bid shall not be less than: \$ 485.00	3.00	EACH		
282	UTL-6.03 REMOVAL OF ABANDONED GAS FACILITIES. ALL SIZES. (\$6.03) Unit price bid shall not be less than: \$ 15.00	800.00	L.F.		
283	UTL-6.03.1 REMOVAL OF ABANDONED GAS FACILITIES WITH POSSIBLE COAL TAR WRAP. ALL SIZES. (FOR NATIONAL GRID WORK ONLY) (\$6.03) Unit price bid shall not be less than: \$ 25.00	200.00	L.F.		

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 REBID: N/A

## BID SCHEDULE FORM

COL 1 SEQ. NO.	COL 2 ITEM NUMBER AND DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
284	UTL-6.04 ADJUST HARDWARE TO GRADE USING SPACER RINGS/ADAPTORS. (STREET REPAIRING.) (\$6.04) Unit price bid shall not be less than: \$ 35.00	2.00	EACH		
285	UTL-6.05 ADJUST HARDWARE TO GRADE BY RESETTING. (ROAD RECONSTRUCTION.) (\$6.05) Unit price bid shall not be less than: \$ 65.00	2.00	EACH		
286	UTL-6.06 SPECIAL CARE EXCAVATION AND BACKFILLING (\$6.06) Unit price bid shall not be less than: \$ 180.00	200.00	C.Y.		
287	UTL-6.07 TEST PITS FOR GAS FACILITIES (\$6.07) Unit price bid shall not be less than: \$ 100.00	20.00	C.Y.		
288	UTL-GCS-2WS GAS INTERFERENCES AND ACCOMMODATIONS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 30,000.00	1.00	F.S.	30,000.00	\$30,000.00



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# BID SCHEDULE FORM

COL 1	COL 2	COL 3	COL 4	COL 5	COL 6	COL 7	
SEQ. NO.	ITEM NUMBER AND DESCRIPTION	ENGINEERS ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	EXTENDED AMOUNT (IN FIGURES)	DOLLARS	CENTS

SUB-TOTAL: \$ \_\_\_\_\_

289	6.39 B MOBILIZATION BID PRICE OF MOBILIZATION SHALL NOT EXCEED 8% OF THE ABOVE SUB-TOTAL PRICE.	1.00	L.S.				
-----	---	------	------	--	--	--	--

TOTAL BID PRICE: \$ \_\_\_\_\_

PLEASE BE SURE A LEGIBLE BID IS ENTERED FOR EACH ITEM.  
THE BIDDER SHALL INSERT THE TOTAL BID PRICE IN  
THE BID FORM IN THIS BID BOOKLET.

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DIVISION VII - DETAILED SPECIFICATIONS -  
CONTRACT SANDR01

LANDSCAPING AND RESTORATION

<u>Section No.</u>	<u>Title</u>	<u>Page No.</u>
7.400	Work Included .....	BMP-92
7.401	Landscaping for Terrestrial Zone and Wetland Zone .....	BMP-93
7.403	Top Soil for Restored Area .....	BMP-124
7.404-A	Restoration Specialist (Construction Monitor) .....	BMP-129
7.404-B	Erosion and Sediment Control Licensed/Certified Professional ..	BMP-133
7.405	Vector, Pest and Wildlife Control .....	BMP-138
7.407	Jute Mesh .....	BMP-141
7.408-B	Herbicide Application .....	BMP-144
7.411	Watering and Weeding During Guarantee Period .....	BMP-147
7.413	Temporary Goose Exclusion Fence .....	BMP-148a
7.414	BMP As-Built Plans .....	BMP-149
7.415	Vines and Invasive Plant Removal .....	BMP-151
7.418	Clean Sand For Restored Area .....	BMP-153
7.419	Tree and Root Pruning .....	BMP-155

DIVISION VII - DETAILED SPECIFICATIONS -  
CONTRACT SANDR01

7.413 TEMPORARY GOOSE EXCLUSION FENCE

A. Description of Work

Under this Item, the Contractor must furnish, install, maintain and remove the Temporary Goose Fence according to the Contract Drawings and the direction of the Engineer.

The fence must be a minimum of five (5) feet high above existing grade and the posts must be a non-tropical hardwood. The fence must completely enclose all planted areas so as to prevent geese from entering any newly planted site.

The Contractor must repair the fence as often as is necessary throughout the guarantee period. The Contractor must remove the entire fence at the end of the maintenance period, or as directed by the Engineer.

B. Submittals and Materials

The Contractor must submit the following samples or the manufacturer's catalog cuts for approval ten (10) days before beginning work:

1. Non-tropical hardwood stakes (untreated). In salt or brackish water environments, posts must be oak.
2. Black Bi-oriented Utility Fence (TENAX C-Flex Pro, DF Supply Inc., Streetsboro, OH; HD Critterfence 1100, Critterfence, Chester, SC; Maximum Duty Perimeter Fence, Benner Fence Co., Allentown, PA or approved equal). The fencing must meet the following specifications:
  - a. Material: High density UV stabilized polyethylene plastic resin
  - b. Height: 60"
  - c. Weight per roll: 20 lbs
  - d. Nominal mesh opening: 1"
  - e. Tensile strength (range): 900 - 1,000 lbs/ft
  - f. Elongation at Break (%): 20%
  - g. 1/4" sisal or jute twine or string
  - h. 1" metallic mylar
  - i. 2" galvanized roofing nails.
  - j. 1-1/2" galvanized staples.
  - k. 14" Nylon cable ties.



DIVISION VII - DETAILED SPECIFICATIONS -  
CONTRACT SANDR01

C. Execution

The goose fence must be installed by skilled laborers with proper tools and equipment for an aquatic environment within 1 day of completing each fifty (50) foot section of planting. Layout location of stakes according to the Contract Drawings. The Contractor must drive stakes so that they are level and 1' (min.) from the edge of proposed coir logs or wetland plugs. All broken or splintered stakes must be removed and replaced with new ones.

Install black bi-oriented utility fencing. Fasten safety fence to stake by using 2" roofing nails. Close all gaps so that adjacent pieces of fence abut tightly together.

Attach twine or string to stakes as shown on the Contract Drawings. String must be pulled taught to reduce sagging. The string must alternate in and out of fence netting for increased stability of fence. Tie ten (10) inch strips of metallic (mylar) flagging along string every two feet. Work in one direction only. The Contractor must be responsible for removing the fence at the end of the guarantee period for the wetland plants, or at the direction of the Engineer.

D. Measurement and Payment

The quantity to be measured for payment under this Section must be the total number of linear feet of fence furnished, installed, maintained and accepted in accordance with the Plans and Specifications and the directions of the Engineer.

The contract price per linear foot for Goose Exclusion Fence must be as indicated on the BID SCHEDULE OF PRICES, Item No. BMP-7.413. The unit price per linear foot must include all labor, materials, equipment and work incidental expenses necessary or required to complete the work in accordance with the plans and specifications and to the satisfaction of the Engineer.

\* \* \* \* \*

QUESTIONS SUBMITTED BY BIDDERS AND DDC'S RESPONSES

**Question #1:**

Please be advised that our landscapers are requesting to add Goose Evasion Fencing to the bid item list to ensure the survivability of the planted material/plugs for this project. The dollar amount invested in supplying the planted material/plugs needed on this project will be a waste should this item not be added to conserve this scope of work being done. Please add this item to the bid schedule and include the drawings of where the fencing will need to be installed.

**DDC's Response:**

*Refer to Article 1, 2, 3 and 4; page A8-1 of this Addendum No. 8.*

**Question #2:**

Will there be any Cathodic Protection requirement for the Steel Watermain Piping?

**DDC's Response:**

*There are no requirements for cathodic protection.*

**Question #3:**

As per sheet C-8 (Note 2), this contract will require work to be done under the contract MIBBNC002 for the Weir Structure located on the west side of Hylan Boulevard. Can you provide additional information regarding existing grades and conditions that will be present when this contract commences?

**DDC's Response:**

*The following will be done under MIBBNC002 at the weir structure located on the west side of Hylan Blvd.:*

*Install weir structure.*

*Grade and restore to elevation 4.25 RHWD (top of weir structure).*

*Slope from elevation 4.25 RHWD to back of existing sidewalk on Hylan Blvd.*

*Install temporary accessway from back of sidewalk to weir structure.*

**Question #4:**

Can the proposed box culvert be precast? All the details provided reference cast-in-place?

**DDC's Response:**

*See Article 4 of Addendum No. 6.*

**Question #5:**

Can you provide additional BMP standard details, such as, "Reno Mattress", "Stone Embedded in Concrete (Nonstructural)", "Forebay Micropool", "Permanent Accessway Gravel", "Construction Fencing", etc.?

**DDC's Response:**

*See Article 5 of Addendum No. 6.*

**Question #6:**

What location will items #101 - #104 (Steel Watermain) pertain too? The plans provided don't show these specific areas of work.

**DDC's Response:**

*For location of the shallow water main protection, refer to the Contract Drawing No. U2 (Sheet 11 of 57).*

**Question #7:**

There seems to be some missing specifications. Addendum 6 drawing SD-C-5 refers to specifications sections 7.701, 7.703, 7.709, and 7.613 which are not provided in the specifications. Similar is for drawing SD-C-4 and some others. Please advise.

**DDC's Response:**

*Items 7.701, 7.703, 7.709, and 7.613 are not included in this project. The Bluebelt Standard Details are a general set for all Bluebelt project and not all the details shall be used under this project; only details called out on the BMP Contract Drawings (Civil and Structural sheets), Bid Schedule and Specifications shall be used.*



**Department of  
Design and  
Construction**

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**INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN**

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**VOLUME 1 OF 3**

**PROJECT ID: SANDR01**

**HYLAN BOULEVARD STREETScape IMPROVEMENTS  
FROM SEAVER AVENUE TO STOBE AVENUE  
INCLUDING SIDEWALK, SEWER, WATER MAIN, BMP,  
STREET LIGHTING, AND TRAFFIC WORK  
TOGETHER WITH ALL WORK INCIDENTAL THERETO  
BOROUGH OF STATEN ISLAND  
CITY OF NEW YORK**

---

*Contractor.*

---

**Dated** \_\_\_\_\_, 20\_\_\_\_

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**Department of  
Design and  
Construction**

**THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE**

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LONG ISLAND CITY, NEW YORK 11101-3045  
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WEBSITE [www1.nyc.gov/site/ddc/index.page](http://www1.nyc.gov/site/ddc/index.page)

**VOLUME 2 OF 3**

**INFORMATION FOR BIDDERS  
CONTRACT  
PERFORMANCE AND PAYMENT BONDS  
PREVAILING WAGE SCHEDULE**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED  
FOR:

**PROJECT ID: SANDR01**

**HYLAN BOULEVARD STREETScape IMPROVEMENTS  
FROM SEAVER AVENUE TO STOBE AVENUE**

**INCLUDING SIDEWALK, SEWER, WATER MAIN, BMP,  
STREET LIGHTING, AND TRAFFIC WORK**

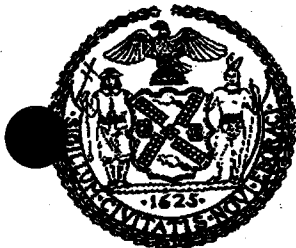
**TOGETHER WITH ALL WORK INCIDENTAL THERETO**

**BOROUGH OF STATEN ISLAND  
CITY OF NEW YORK**

FOR THE DEPARTMENT OF TRANSPORTATION  
PREPARED BY

*MICHAEL BAKER ENGINEERING, INC.*

**NOVEMBER 2, 2018**





**Department of  
Design and  
Construction**

**THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE**

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**VOLUME 2 OF 3**

**INFORMATION FOR BIDDERS  
CONTRACT  
PERFORMANCE AND PAYMENT BONDS  
PREVAILING WAGE SCHEDULE**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

FOR THE DEPARTMENT OF TRANSPORTATION  
PREPARED BY

*IN HOUSE DESIGN*

**MARCH 15, 2017**



**CITY OF NEW YORK**  
**DEPARTMENT OF**  
**DESIGN AND CONSTRUCTION**  
**DIVISION OF INFRASTRUCTURES**

**INFORMATION FOR BIDDERS**

**JUNE 2015**

*CITY OF NEW YORK CITY  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
INFORMATION FOR BIDDERS*

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## INFORMATION FOR BIDDERS

1. Description and Location of Work

The description and location of the work for which bids are requested are specified in Attachment 1, "Bid Information". Attachment 1 is included as page A-1 of the Bid Booklet.

2. Time and Place for Receipt of Bids

Sealed bids shall be received on or before the date and hour specified in Attachment 1, at which time they will be publicly opened and read aloud in the presence of the Commissioner or his or her representative, and any bidders who may desire to be present.

3. Definitions

The definitions set forth in the Procurement Policy Board Rules shall apply to this Invitation For Bids.

4. Invitation For Bids and Contract Documents

(A) Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of the Contract and the Invitation for Bids.

- (1) All provisions required by law to be inserted in this Contract, whether actually inserted or not
- (2) The Contract Drawings and Specifications
- (3) The General Conditions, the General Requirements and the Special Conditions, if any
- (4) The Contract
- (5) The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and, if used, the Bid Booklet
- (6) The Budget Director's Certificate; all Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed with the Work.

(B) For particulars as to this procurement, including quantity and quality of the purchase, extent of the work or labor to be performed, delivery and performance schedule, and any other special instructions, prospective bidders are referred to the Invitation For Bids Documents. A copy of such documents can be obtained at the location set forth in Attachment 1.

(C) Deposit for Copy of Invitation For Bids Documents: Prospective bidders may obtain a copy of the Invitation For Bids Documents by complying with the conditions set forth in the Notice of Solicitation. The deposit must be in the form of a check or money order made payable to the City of New York, and drawn upon a state or national bank or trust company, or a check of such bank or trust company signed by a duly authorized officer thereof.

(D) Return of Invitation For Bids Documents: All Invitation For Bids Documents must be returned to the Department upon request. If the bidder elects not to submit a bid thereunder, the



Invitation For Bids Documents shall be returned to the Department, along with a statement that no bid will be submitted.

(E) Return of Deposit: Such deposit will be returned within 30 days after the award of the contract or the rejection of all bids as set forth in the advertisement, provided the Invitation For Bids Documents are returned to the location specified in Attachment 1, in physical condition satisfactory to the Commissioner.

(F) Additional Copies: Additional copies of the Invitation For Bids Documents may be obtained, subject to the conditions set forth in the advertisement for bids.

5. Pre-Bid Conference

A pre-bid conference shall be held as set forth in Attachment 1. Nothing stated at the pre-bid conference shall change the terms or conditions of the Invitation For Bids Documents, unless a change is made by written amendment as provided in Section 9 below. Failure to attend a mandatory pre-bid conference shall constitute grounds for the rejection of the bid.

6. Agency Contact

Any questions or correspondence relating to this bid solicitation shall be addressed to the Agency Contact person specified in Attachment 1.

7. Bidder's Oath

(A) The bid shall be properly signed by an authorized representative of the bidder and the bid shall be verified by the written oath of the authorized representative who signed the bid, that the several matters stated and information furnished therein are in all aspects true.

(B) A materially false statement willfully or fraudulently made in connection with the bid or any of the forms completed and submitted with the bid may result in the termination of any Contract between the City and the Bidder. As a result, the Bidder may be barred from participating in future City contracts as well as be subject to possible criminal prosecution.

8. Examination and Viewing of Site

(A) Pre-Bidding (Investigation) Viewing of Site -Bidders must carefully view and examine the site of the proposed work, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions on, about or above the site relating to or affecting in any way the performance of the work to be done under the Contract which were or should have been indicated to a reasonably prudent bidder. To arrange a date for visiting the work site, bidders are to contact the Agency Contact person specified in Attachment 1.

(B) Should the contractor encounter during the progress of the work subsurface conditions at the site materially differing from any shown on the Contract Drawings or indicated in the Specifications or such subsurface conditions as could not reasonably have been anticipated by the contractor and were not anticipated by the City, which conditions will materially affect the cost of the work to be done under the

Contract, the attention of the Commissioner must be called immediately to such conditions before they are disturbed. The Commissioner shall thereupon promptly investigate the conditions. If he finds that they do so materially differ, or that they could not have been reasonably anticipated by the contractor and were not anticipated by the City, the Contract may be modified with his written approval.

9. Examination of Proposed Contract

(A) Request for Interpretation or Correction: Prospective bidders must examine the Contract Documents carefully and before bidding must request the Commissioner in writing for an interpretation or correction of every patent ambiguity, inconsistency or error therein which should have been discovered by a reasonably prudent bidder. Such interpretation or correction, as well as any additional contract provisions the Commissioner may decide to include, will be issued in writing by the Commissioner as an addendum to the Contract, which will be transmitted to each person recorded as having received a copy of the Contract Documents from the Department. Transmission of such addendum will be by mail, e-mail, facsimile or hand delivery. Such addendum will also be posted at the place where the Contract Documents are available for the inspection of prospective bidders. Upon transmission as provided for herein, such addendum shall become a part of the Contract Documents, and binding on all bidders, whether or not actual notice of such addendum is shown.

(B) Only Commissioner's Interpretation or Correction Binding: Only the written interpretation or correction so given by the Commissioner shall be binding, and prospective bidders are warned that no other officer, agent or employee of the City is authorized to give information concerning, or to explain or interpret, the Contract.

(C) Documents given to a subcontractor for the purpose of soliciting the subcontractor's bid shall include either a copy of the bid cover sheet or a separate information sheet setting forth the project name, the Contract number (if available), the contracting agency and the Project's location.

10. Form of Bid

Each bid must be submitted upon the prescribed form and must contain: a) the name, residence and place of business of the person or persons making the same; b) the names of all persons interested therein, and if no other person is so interested, such fact must be distinctly stated; c) a statement to the effect that it is made without any connection with any other person making a bid for the same purpose and that it is in all respects fair and without collusion or fraud; d) a statement that no Council member or other officer or employee or person whose salary is payable in whole or part from the City Treasury is directly or indirectly interested therein or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof; e) a statement that the bidder is not in arrears to the City or to any agency upon a debt or contract or taxes, and is not a defaulter as surety or otherwise upon any obligation to the City to any agency thereof, except as set forth in the bid.

THE BID SHALL BE TYPEWRITTEN OR WRITTEN LEGIBLY IN INK. THE BID SHALL BE SIGNED IN INK. ERASURES OR ALTERATIONS SHALL BE INITIALED BY THE SIGNER IN INK. FAILURE TO CONFORM TO THE REQUIREMENTS OF THIS SECTION 10 SHALL RESULT IN THE REJECTION OF THE BID.

11. Irrevocability of Bid

The prices set forth in the bid cannot be revoked and shall be effective until the award of the Contract, unless the bid is withdrawn as provided for in Sections 15 and 18 below.

12. Acknowledgment of Amendments

The receipt of any amendment to the Contract Documents shall be acknowledged by the bidder in its bid submission.

13. Bid Samples and Descriptive Literature

Bid samples and descriptive literature shall not be submitted by the bidder, unless expressly requested elsewhere in the Contract or Contract Documents. Any unsolicited bid samples or descriptive literature which are submitted shall not be examined or tested and shall not be deemed to vary any of the provisions of this Contract.

14. Proprietary Information/Trade Secrets

(A) The bidder shall identify those portions of the bid which it deems to be confidential, proprietary information or trade secrets, and provide justification why such materials shall not be disclosed by the City. All such materials shall be clearly indicated by stamping the pages on which such information appears, at the top and bottom thereof with the word "Confidential". Such materials stamped "Confidential" must be easily separable from the non-confidential sections of the bid.

(B) All such materials so indicated shall be reviewed by the Agency and any decision not to honor a request for confidentiality shall be communicated in writing to the bidder. For those bids which are unsuccessful, all such confidential materials shall be returned to the bidder. Prices, makes and model or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available after bid opening, regardless of any designation of confidentiality made by the bidder.

15. Pre-Opening Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written notice received in the office designated in Attachment 1, before the time and date set for the bid opening. If a bid is withdrawn in accordance with this Section, the bid security, if any, shall be returned to the bidder.

16. Bid Evaluation and Award

In accordance with the New York City Charter, the Procurement Policy Board Rules and the terms and conditions of this Invitation For Bids, this Contract shall be awarded, if at all, to the responsible bidder whose bid meets the requirements and evaluation criteria set forth in the Invitation For Bids, and whose bid price is either the most favorable bid price or, if the Invitation For Bids so states, the most favorable evaluated bid price. A bid may not be evaluated for any requirement or criterion that is not disclosed in the Invitation For Bids.

Restriction: No negotiations with any bidder shall be allowed to take place except under the circumstances and in the manner set forth in Section 21. Nothing in this Section shall be deemed to permit a contract award to a bidder submitting a higher quality item than that designated in the Invitation For Bids, if that bid is not also the most favorable bid.

17. Late Bids, Late Withdrawals and Late Modifications

Any bid received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. Any request for withdrawal or modification received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. The exception to this provision is that a late modification of a successful bid that makes the bid terms more favorable to the City shall be considered at any time it is received.

18. Withdrawal of Bids.

Except as provided for in Section 15, above, a bidder may not withdraw its bid before the expiration of forty-five (45) days after the date of the opening of bids; thereafter, a bidder may withdraw its bid only in writing and in advance of an actual award. If within sixty (60) days after the execution of the Contract, the Commissioner fails to fix the date for commencement of work by written notice to the bidder, the bidder, at his option, may ask to be relieved of his obligation to perform the work called for by written notice to the Commissioner. If such notice is given to the Commissioner, and the request to withdraw is granted, the bidder waives all claims in connection with this Contract.

19. Mistake in Bids

(A) Mistake Discovered Before Bid Opening: A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in Section 15 above.

(B) Mistakes Discovered Before Award

(1) In accordance with General Municipal Law (Section 103, subdivision 11), where a unilateral error or mistake is discovered in a bid, such bid may be withdrawn upon written approval of the Agency Chief Contracting Officer if the following conditions are met:

- (a) The mistake is known or made known to the agency prior to the awarding of the Contract or within 3 days after the opening of the bid, whichever period is shorter; and
- (b) The price bid was based upon an error of such magnitude that enforcement would be unconscionable; and
- (c) The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and
- (d) The error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and
- (e) It is possible to place the agency in the same position as existed prior to the bid.

(2) Unless otherwise required by law, the sole remedy for a bid mistake in accordance with this Article shall be withdrawal of the bid, and the return of the bid bond, or other security, if any, to the bidder. Thereafter, the agency may, in its discretion, award the Contract to the next lowest bidder or rebid the Contract. Any amendment to or reformation of a bid or a Contract to rectify such an error or mistake

therein is strictly prohibited.

(3) If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be corrected are typographical errors, errors in extending unit prices, transposition errors and arithmetical errors.

## 20. Low Tie Bids

(A) When two or more low responsive bids from responsible bidders are identical in price, meeting all the requirements and criteria set forth in the Invitation For Bids, the Agency Chief Contracting Officer will break the tie in the following manner and order of priority:

- (1) Award to a certified New York City small, minority or woman-owned business entity bidder;
- (2) Award to a New York City bidder;
- (3) Award to a certified New York State small, minority or woman-owned business bidder;
- (4) Award to a New York State bidder.

(B) If two or more bidders still remain equally eligible after application of paragraph (A) above, award shall be made by a drawing by lot limited to those bidders. The bidders involved shall be invited to attend the drawing. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

## 21. Rejection of Bids

(A) Rejection of Individual Bids: The Agency may reject a bid if:

- (1) The bidder fails to furnish any of the information required pursuant to Section 24 or 28 hereof; or if
- (2) The bidder is determined to be not responsible pursuant to the Procurement Policy Board Rules; or if
- (3) The bid is determined to be non-responsive pursuant to the Procurement Policy Board Rules; or if
- (4) The bid, in the opinion of the Agency Chief Contracting Officer, contains unbalanced bid prices and is thus non-responsive, unless the bidder can show that the prices are not unbalanced for the probable required quantity of items, or if the imbalance is corrected pursuant to Section 15.

(B) Rejection of All Bids: The Agency, upon written approval by the Agency Chief Contracting Officer, may reject all bids and may elect to resolicit bids if in its sole opinion it shall deem it in the best interest of the City so to do.

(C) Rejection of All Bids and Negotiation With All Responsible Bidders: The Agency Head may determine that it is appropriate to cancel the Invitation For Bids after bid opening and before award and to complete the acquisition by negotiation. This determination shall be based on one of the following reasons:

- (1) All otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the Agency Chief Contracting Officer cannot determine the reasonableness of the bid price, or no responsive bid has been received from a responsible bidder; or
- (2) In the judgment of the Agency Chief Contracting Officer, the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith.

(D) When the Agency has determined that the Invitation for Bids is to be canceled and that use of negotiation is appropriate to complete the acquisition, the contracting officer may negotiate and award the Contract without issuing a new solicitation, subject to the following conditions:

- (1) prior notice of the intention to negotiate and a reasonable opportunity to negotiate have been given by the contracting officer to each responsible bidder that submitted a bid in response to the Invitation for Bids;
- (2) the negotiated price is the lowest negotiated price offered by a responsible bidder; and
- (3) the negotiated price is lower than the lowest rejected bid price of a responsible bidder that submitted a bid in response to the Invitation for Bids.

22. Right to Appeal Determinations of Non-Responsiveness or Non-Responsibility and Right to Protest Solicitations and Award

The bidder has the right to appeal a determination of non-responsiveness or non-responsibility and has the right to protest a solicitation and award. For further information concerning these rights, the bidder is directed to the Procurement Policy Board Rules.

23. Affirmative Action and Equal Employment Opportunity

This Invitation For Bids is subject to applicable provisions of Federal, State and Local Laws and executive orders requiring affirmative action and equal employment opportunity.

24. VENDEX Questionnaires

(A) Requirement: Pursuant to Administrative Code Section 6-116.2 and the PPB Rules, bidders may be obligated to complete and submit VENDEX Questionnaires. Generally, if this bid is \$100,000 or more, or if this bid when added to the sum total of all contracts, concessions and franchises the bidder has received from the City and any subcontracts received from City contractors over the past twelve months, equals or exceeds \$100,000, Vendex Questionnaires must be completed. If required, Vendex Questionnaires must be completed and submitted before any award of contract may be made or before approval is given for a proposed subcontractor. Non-compliance with these submission requirements may result in the disqualification of the bid, disapproval of a subcontractor, subsequent withdrawal of approval for the use of an approved subcontractor, or the cancellation of the contract after its award.

(B) Submission: Vendex Questionnaires must be submitted directly to the Mayor's Office of Contract Services, ATTN: Vendex, 253 Broadway, 9th Floor, New York, New York 10007. In addition, the bidder must submit a Confirmation of Vendex Compliance to the agency. A form for this confirmation is set forth in the Bid Booklet.

(C) Obtaining Forms: Vendex Questionnaires, as well as detailed instructions, may be obtained at [www.nyc.gov/vendex](http://www.nyc.gov/vendex). The bidder may also obtain Vendex forms and instructions by contacting the

Agency Chief Contracting Office or the contract person for this contract.

25. Complaints About the Bid Process

The New York City Comptroller is charged with the audit of contracts in New York City. Any vendor who believes that there has been unfairness, favoritism or impropriety in the bid process should inform the Comptroller, Office of Contract Administration, One Centre Street, Room 835, New York, New York; telephone number (212)669-2797.

26. Bid, Performance and Payment Security

(A) Bid Security: Each bid must be accompanied by bid security in an amount and type specified in Attachment 1 (page A-1 of the Bid Booklet). The bid security shall assure the City of New York of the adherence of the bidder to its proposal, the execution of the Contract, and the furnishing of Performance and Payment Bonds by the bidder, if required in Attachment 1. Bid security shall be returned to the bidder as follows:

- (1) Within ten (10) days after the bid opening, the Comptroller will be notified to return the deposits of all but the three (3) lowest bidders. Within five (5) days after the award, the Comptroller will be notified to return the deposits of the remaining two unsuccessful bidders.
- (2) Within five (5) days after the execution of the Contract and acceptance of the Contractor's bonds, the Comptroller will be notified to return the bid security of the successful bidder or, if performance and payment bonds are not required, only after the sum retained under Article 21 of the Contract equals the amount of the bid security.
- (3) Where all bids are rejected, the Comptroller will be notified to return the deposit of the three (3) lowest bidders at the time of rejection.

(B) Performance and Payment Security: Performance and Payment Security must be provided in an amount and type specified in Attachment 1 (page A-1 of the Bid Booklet). The performance and payment security shall be delivered by the contractor prior to or at the time of execution of the Contract. If a contractor fails to deliver the required performance and payment security, its bid security shall be enforced, and an award of Contract may be made to the next lowest responsible and responsive bidder, or the contract may be rebid.

(C) Acceptable Types of Security: Acceptable types of security for bids, performance, and payment shall be limited to the following:

- (1) a one-time bond in a form satisfactory to the City;
- (2) a bank certified check or money order;
- (3) obligations of the City of New York; or
- (4) other financial instruments as determined by the Office of Construction in consultation with the Comptroller.

Whenever the successful bidder deposits obligations of the City of New York as performance and payment security, the Comptroller may sell and use the proceeds thereof for any purpose for which the principal or surety on such bond would be liable under the terms of the Contract. If the money is deposited with the Comptroller, the successful bidder shall not be entitled to receive interest on such money from the City.

(D) Form of Bonds: Security provided in the form of bonds must be prepared on the form of bonds authorized by the City of New York. Forms for bid, performance, and payment bonds are included in the Invitation for Bids Documents. Such bonds must have as surety thereunder such surety company or companies as are: (1) approved by the City of New York; (2) authorized to do business in the State of New York, and (3) approved by the Department of the Treasury of the United States. Premiums for any required bonds must be included in the base bid.

The bidder is advised that submission of a bid bond where the surety on such bond fails to meet the criteria set forth herein, shall result in the rejection of the bid as non-responsive.

The Department of the Treasury of the United States advises that information concerning approved surety companies may be obtained as follows: (1) from the Government Printing Office at 202-512-1800; (2) through the Internet at <http://www.fms.treas.gov/c570/index.html>, and (3) through a computerized public bulletin board, which can be accessed by using your computer modem and dialing 202-874-6887.

(E) Power of Attorney: Attorneys in fact who sign bid, performance, or payment bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

27. Failure to Execute Contract

In the event of failure of the successful bidder to execute the Contract and furnish the required security within ten (10) days after notice of the award of the Contract, the deposit of the successful bidder or so much thereof as shall be applicable to the amount of the award made shall be retained by the City, and the successful bidder shall be liable for and hereby agrees to pay on demand the difference between the price bid and the price for which such Contract shall be subsequently awarded, including the cost of any required reletting and less the amount of such deposit. No plea of mistake in such accepted bid shall be available to the bidder for the recovery of the deposit or as a defense to any action based upon such accepted bid. Further, should the bidder's failure to comply with this Section cause any funding agency, body or group (Federal, State, City, Public, Private, etc.) to terminate, cancel or reduce the funding on this project, the bidder in such event shall be liable also to the City for the amount of actual funding withdrawn by such agency on this project, less the amount of the forfeited deposit.

28. Bidder Responsibilities and Qualifications

(A) Bidders must include with their bids all information necessary for a determination of bidder responsibility, as set forth in the Specifications.

(B) The Agency may require any bidder or prospective bidder to furnish all books of account, records, vouchers, statements or other information concerning the bidder's financial status for examination as may be required by the Agency to ascertain the bidder's responsibility and capability to perform the Contract. If required, a bidder must also submit a sworn statement setting forth such information as the Agency may require concerning present and proposed plant and equipment, the personnel and qualifications of his working organizations, prior experience and performance record.

(C) Oral Examination on Qualifications: In addition thereto, and when directed by the Agency, the bidder, or a responsible officer, agent or employee of the bidder, must submit to an oral examination to be conducted by the Agency in relation to his proposed tentative plan and schedule of



operations, and such other matters as the Agency may deem necessary in order to determine the bidder's ability and responsibility to perform the work in accordance with the Contract. Each person so examined must sign and verify a stenographic transcript of such examination noting thereon such corrections as such person may desire to make.

(D) If the bidder fails or refuses to supply any of the documents or information set forth in paragraph (B) hereof or fails to comply with any of the requirements thereof, the Agency may reject the bid.

29. Employment Report

In accordance with Executive Order No. 50 (1980) as modified by Executive Order 108 (1986), the filing of a completed Employment Report (ER) is a requirement of doing business with the City of New York for construction contractors with contracts of \$1,000,000 or more and subcontractors with construction subcontracts of \$750,000 or more. The required forms and information are included in the Bid Booklet.

30. Labor Law Requirements

(A) General: The successful bidder will be required to comply strictly with all Federal, State and local labor laws and regulations.

(B) New York State Labor Law: This Contract is subject to New York State Labor Law Section 220, which requires that construction workers on the site be paid prevailing wages and supplements. The Contractor is reminded that all wage provisions of this Contract will be enforced strictly and failure to comply will be considered when evaluating performance. Noncompliance may result in the contractor being debarred by the City from future contracts. Complaints filed with the Comptroller may result in decisions which may debar a contractor from bidding contracts with any state governmental entity and other political subdivisions.

(C) Records: The Contractor is expected to submit accurate payroll reports and other required documents and verify attendance and job classifications being utilized in compliance with the law, Contract provisions and agency procedures.

31. Insurance

(A) Bidders are advised that the insurance requirements contained herein are regarded as material terms of the Contract. As required by Article 22 of the Contract, the contractor must effect and maintain with companies licensed and authorized to do business in the State of New York, the types of insurance set forth therein, when required by and in the amounts set forth in Schedule A of the General Conditions. Such required insurance must be provided from the date the contractor is ordered to commence work and up to the date of final acceptance of all required work.

(B) The contractor must, within ten days of receipt of the notice of award, submit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A of the General Conditions, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by Section 57 of the New York State Workers' Compensation Law and Section 220 of the Disability Benefits Law.

32. Lump Sum Contracts

(A) Comparison of Bids: Bids on Lump Sum Contracts will be compared on the basis of the lump sum price bid, adjusted for alternate prices bid, if any.

(B) Lump Sum Bids for "General Construction Work" which include excavation shall include all necessary excavation work defined in the Specifications as being included in the lump sum bid. The bidder shall also bid a unit price for the additional cost of excavating material which is defined in the Specifications as excavation for which additional payment will be made. The total estimated additional cost of removing such material will be taken as the quantity set forth in the Engineer's Estimate multiplied by the unit price bid. This total estimated cost of additional excavation shall be added to the lump sum bid for the General Construction Work for the purpose of comparing bids to determine the low bidder.

(C) Variations from Engineer's Estimate: The Engineer's Estimate of the quantity of excavation for which additional payment will be made is approximate only and is given solely to be used as a uniform basis for the comparison of bids and such estimate is not to be considered as part of this contract. The quantities actually required to complete the contract work may be more or less than the quantities in the Engineer's Estimate and, if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

33. Unit Price Contracts

(A) Comparison of Bids: Bids on Unit Price Contracts will be compared on the basis of a total estimated price, arrived at by taking the sum of the estimated quantities of such items, in accordance with the Engineer's Estimate of Quantities set forth in the Bid Schedule, multiplied by the corresponding unit prices, and including any lump sum bids on individual items.

(B) Variations from Engineer's Estimate: Bidders are warned that the Engineer's Estimate of Quantities on the various items of work and materials is approximate only, given solely to be used as a uniform basis for the comparison of bids, and is not to be considered part of this contract. The quantities actually required to complete the contract work may be less or more than so estimated, and if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

(C) Overruns: The terms and conditions applicable to overruns of unit price items are set forth in Article 26 of the Contract.

34. Excise Tax

Bidders are referred to the Specifications for information on Federal Excise Tax exemptions.

35. Licenses and Permits

The successful bidder will be required to obtain all necessary licenses and permits necessary to perform the work.

36. Multiple Prime Contractors

If more than one prime contractor will be involved on this project, all contractors are required to examine the Invitation for Bid packages for all other parts of the project.

37. Locally Based Enterprise Requirements (LBE)

This Contract is subject to the requirements of Administrative Code, Section 6-108.1, and the regulations promulgated thereunder. No construction contract will be awarded unless and until these requirements have been complied with in their entirety. The bidder is advised of the provisions set forth below, as well as the provisions with respect to the Locally Based Enterprise Program contained in Article 67 of the Contract. The contractor is advised that:

(A) If any portion of the Contract is subcontracted, not less than ten percent of the total dollar amount of the contract shall be awarded to locally based enterprises ("LBEs"); except, where less than ten percent of the total dollar amount of the Contract is subcontracted, such lesser percentage shall be so awarded.

(B) No contractor shall require performance and payment bonds from LBE subcontractors.

(C) No Contract shall be awarded unless the contractor first identifies in its bid:

- (1) the percentage, dollar amount and type of work to be subcontracted; and
- (2) the percentage, dollar amount and type of work to be subcontracted to LBEs.

(D) Within ten calendar days after notification of low bid, the apparent low bidder shall submit an "LBE Participation Schedule" to the contracting agency. If such schedule does not identify sufficient LBE subcontractors to meet the requirements of Administrative Code Section 6-108.1, the apparent low bidder shall submit documentation of its good faith efforts to meet such requirements.

(1) The "LBE Participation Schedule" shall include:

- (a) the name and address of each LBE that will be given a subcontract,
- (b) the percentage, dollar amount and type of work to be subcontracted to the LBE, and
- (c) the dates when the LBE subcontract work will commence and end.

(2) The following documents shall be attached to the "LBE Participation Schedule":

- (a) verification letters from each subcontractor listed in the "LBE Participation Schedule" stating that the LBE will enter into a formal agreement for work,
- (b) certification documents of any proposed LBE subcontractor which is not on the LBE certified list, and
- (c) copies of the certification letter of any proposed subcontractor which is an LBE.

(3) Documentation of good faith efforts to achieve the required LBE percentage shall include as appropriate but not limited to the following:

- (a) attendance at prebid meetings, when scheduled by the agency, to advise bidders of contract requirements;

- (b) advertisement where appropriate in general circulation media, trade association publications and small business media of the specific subcontracts that would be at least equal to the percentage goal for LBE utilization specified by the contractor;
- (c) written notification to association of small, minority and women contractors soliciting specific subcontractors;
- (d) written notification by certified mail to LBE firms that their interest in the contract is solicited for specific work items and their estimated values;
- (e) demonstration of efforts made to select portions of the work for performance by LBE firms in order to increase the likelihood of achieving the stated goal;
- (f) documented efforts to negotiate with LBE firms for specific subcontracts, including at a minimum:
  - (i) The names, address and telephone numbers of LBE firms that are contacted;
  - (ii) A description of the information provided to LBE firms regarding the plans and specifications for portions of the work to be performed;
  - (iii) Documentation showing that no reasonable price can be obtained from LBE firms;
  - (iv) A statement of why agreements with LBE firms were not reached;
- (g) a statement of the reason for rejecting any LBE firm which the contractor deemed to be unqualified; and
- (h) documentation of efforts made to assist the LBE firms contacted that needed assistance in obtaining required insurance.

(E) Unless otherwise waived by the Commissioner with the approval of the Office of Economic and Financial Opportunity, failure of a proposed contractor to provide the information required by paragraphs (C) and (D) above may render the bid non-responsive and the Contract may not be awarded to the bidder. If the contractor states that it will subcontract a specific portion of the work, but can demonstrate despite good faith efforts it cannot achieve its required LBE percentage for subcontracted work until after award of Contract, the Contract may be awarded, subject to a letter of compliance from the contractor stating that it will comply with Administrative Code Section 6-108.1 and subject to approval by the Commissioner. If the contractor has not met its required LBE percentage prior to award, the contractor shall demonstrate that a good faith effort has been made subsequent to award to obtain LBEs on each subcontract until it meets the required percentage.

(F) When a bidder indicates prior to award that no work will be subcontracted, no work may be subcontracted without the prior written approval of the Commissioner, which shall be granted only if the contractor in good faith seeks LBE subcontractors at least six weeks prior to the start of work.

(G) The contractor may not substitute or change any LBE which was identified prior to award of the contract without the written permission of the Commissioner. The contractor shall make a written application to the Commissioner for permission to make such substitution or change, explaining why the contractor needs to change its LBE subcontractor and how the contractor will meet its LBE subcontracting requirement. Copies of such application must be served on the originally identified LBE by certified mail return receipt requested, as well as the proposed substitute LBE. The Commissioner shall determine whether or not to grant the contractor's request for substitution.

38. Bid Submission Requirements

The following forms, all of which are contained in the Bid Booklet, are to be completed and submitted with the bid:

- (1) Bid Schedule and Bid Form, including Affirmation
- (2) Bid Security (if required, see Attachment 1 on Page A-1)
- (3) M/WBE Subcontractor Utilization Plan (if participation goals have been established)

**FAILURE TO SUBMIT ITEMS (1), (2) AND (3)  
WILL RESULT IN THE DISQUALIFICATION OF THE BID.**

- (4) Safety Questionnaire
- (5) Construction Employment Report (if bid is \$1,000,000 or more)
- (6) Contract Certificate (if bid is less than \$1,000,000)
- (7) Confirmation of Vendex Compliance
- (8) Special Experience Requirements (if applicable to this contract)
- (9) Apprenticeship Program Questionnaire (if applicable)

**FAILURE TO SUBMIT ITEMS (4) THROUGH (9)  
MAY RESULT IN THE DISQUALIFICATION OF THE BID.**

39. Comptroller's Certificate

This Contract shall not be binding or of any force unless it is registered by the Comptroller in accordance with Section 328 of the City Charter and the Procurement Policy Board Rules. This Contract shall continue in force only after annual appropriation of funds by the City of New York and certification as hereinabove set forth.

40. Procurement Policy Board Rules

This Invitation For Bids is subject to the Rules of the Procurement Policy Board of the City of New York. In the event of a conflict between said Rules and a provision of this Invitation For Bids, the Rules shall take precedence.

41. DDC Safety Requirements

The DDC Safety Requirements apply to the work to be performed pursuant to the Contract. The DDC Safety Requirements are set forth on the following pages.

**CITY OF NEW YORK**  
**DEPARTMENT OF DESIGN AND CONSTRUCTION**  
**SAFETY REQUIREMENTS FOR CONSTRUCTION**  
**CONTRACTS**

February 2019

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**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 Construction Safety Unit who provides inspection and assessment services to enhance health and safety on all DDC construction projects. The activities of the Construction Safety Auditor include performing site 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.

**Construction Safety Unit:** 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 - Construction Safety:** Responsible for the operations of the Construction Safety Unit 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 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 Construction Safety Unit 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.

#### **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 Construction Safety Unit 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 Construction Safety Unit 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 Construction Safety Unit 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 Construction Safety Unit 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 Construction Safety Unit. 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 Construction Safety Unit 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.
3. Designate and identify a Project Safety Representative in the Site Safety Plan. The Contractor will immediately notify the Construction Safety Unit, in a form and manner acceptable to the Construction Safety Unit, 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 Construction Safety Unit, in a form and manner acceptable to the Construction Safety Unit, 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 Construction Safety Unit 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 project all Contractor's and subcontractor's employees will 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 Construction Safety Unit/ 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 Construction Safety Unit may request, through the ACCO, more details concerning the Contractor's safety experience. DDC may request the Contractor to provide copies of, among other things, accident investigation reports, OSHA records, OSHA and NYC DOB citations, EPA citations and written corrective action plan.

## 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 Construction Safety Unit prior to the commencement of work at the site. Due to the project work scope and project duration, the Construction Safety Unit 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 Construction Safety Unit prior to the commencement of the construction activities. The Construction Safety Unit 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.

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 Construction Safety Unit to the construction kick-off meeting. The Construction Safety Unit 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 Construction Safety Unit personnel.

## **VIII. EVALUATION DURING WORK IN PROGRESS**

The Contractor's adherence to these Safety Requirements will be monitored throughout the project. This will be accomplished by the following:

- A. Use of a safety checklist by a representative of the Construction Safety Unit (or other designated DDC representative) 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 Construction Safety Unit 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 – 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 Construction Safety Unit 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 Construction Safety Unit 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.

**CITY OF NEW YORK**  
**STANDARD CONSTRUCTION CONTRACT**

**March 2017**



**CITY OF NEW YORK  
STANDARD CONSTRUCTION CONTRACT**

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**WITNESSETH:**

The parties, in consideration of the mutual agreements contained herein, agree as follows:

**CHAPTER I: THE CONTRACT AND DEFINITIONS**

**ARTICLE 1. THE CONTRACT**

1.1 Except for titles, subtitles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience), the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this **Contract**:

1.1.1 All provisions required by law to be inserted in this **Contract**, whether actually inserted or not;

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The **Contract**;

1.1.5 The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and, if used, the Bid Booklet;

1.1.6 All Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed or the Order to Work.

1.2 Should any conflict occur in or between the Drawings and Specifications, the **Contractor** shall be deemed to have estimated the most expensive way of doing the **Work**, unless the **Contractor** shall have asked for and obtained a decision in writing from the **Commissioner** of the **Agency** that is entering into this **Contract**, before the submission of its bid, as to what shall govern.

**ARTICLE 2. DEFINITIONS**

2.1 The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this **Contract**, be construed as follows, unless a different meaning is clear from the context:

2.1.1 "**Addendum**" or "**Addenda**" shall mean the additional **Contract** provisions and/or technical clarifications issued in writing by the **Commissioner** prior to the receipt of bids.

2.1.2 "**Agency**" shall mean a city, county, borough or other office, position, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the City treasury.

2.1.3 "**Agency Chief Contracting Officer**" (**ACCO**) shall mean a person delegated authority by the **Commissioner** to organize and supervise the procurement activity of subordinate **Agency** staff in conjunction with the **CCPO**, or his/her duly authorized representative.

2.1.4 **"Allowance"** shall mean a sum of money which the Agency may include in the total amount of the Contract for such specific contingencies as the Agency believes may be necessary to complete the Work, *e.g.*, lead or asbestos remediation, and for which the Contractor will be paid on the basis of stipulated unit prices or a formula set forth in the Contract or negotiated between the parties provided, however, that if the Contractor is not directed to use the Allowance, the Contractor shall have no right to such money and it shall be deducted from the total amount of the Contract.

2.1.5 **"City"** shall mean the City of New York.

2.1.6 **"City Chief Procurement Officer" (CCPO)** shall mean a person delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCO and any offices which have oversight responsibility for the procurement of construction, or his/her duly authorized representative.

2.1.7 **"Commissioner"** shall mean the head of the Agency that has entered into this Contract, or his/her duly authorized representative.

2.1.8 **"Comptroller"** shall mean the Comptroller of the City of New York.

2.1.9 **"Contract"** or **"Contract Documents"** shall mean each of the various parts of the contract referred to in Article 1 hereof, both as a whole and severally.

2.1.10 **"Contract Drawings"** shall mean only those drawings specifically entitled as such and listed in the Specifications or in any Addendum, or any drawings furnished by the Commissioner, pertaining or supplemental thereto.

2.1.11 **"Contract Work"** shall mean everything required to be furnished and done by the Contractor by any one or more of the parts of the Contract referred to in Article 1, except Extra Work as hereinafter defined.

2.1.12 **"Contractor"** shall mean the entity which executed this Contract, whether a corporation, firm, partnership, joint venture, individual, or any combination thereof, and its, their, his/her successors, personal representatives, executors, administrators, and assigns, and any person, firm, partnership, joint venture, individual, or corporation which shall at any time be substituted in the place of the Contractor under this Contract.

2.1.13 **"Days"** shall mean calendar days, except where otherwise specified.

2.1.14 **"Engineer"** or **"Architect"** or **"Project Manager"** shall mean the person so designated in writing by the Commissioner in the Notice to Proceed or the Order to Work to act as such in relation to this Contract, including a private Architect or Engineer or Project Manager, as the case may be. Subject to written approval by the Commissioner, the Engineer, Architect or Project Manager may designate an authorized representative.

2.1.15 **"Engineering Audit Officer" (EAO)** shall mean the person so designated by the Commissioner to perform responsible auditing functions hereunder.

2.1.16 **"Extra Work"** shall mean Work other than that required by the Contract at the time of award which is authorized by the Commissioner pursuant to Chapter VI of this Contract.

2.1.17 **"Federal-Aid Contract"** shall mean a contract in which the United States (federal) Government provides financial funding as so designated in the Information for Bidders.

2.1.18 **"Final Acceptance"** shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.

2.1.19 **"Final Approved Punch List"** shall mean a list, approved pursuant to Article 14.2.2, specifying those items of Work to be completed by the Contractor after Substantial Completion and dates for the completion of each item of Work.

2.1.20 **"Law"** or **"Laws"** shall mean the Constitution of the State of New York, the New York City Charter, the New York City Administrative Code, a statute of the United States or of the State of New York, a local law of the City of New York, any ordinance, rule or regulation having the force of law, or common law.

2.1.21 **"Materialman"** shall mean any corporation, firm, partnership, joint venture, or individual, other than employees of the Contractor, who or which contracts with the Contractor or any Subcontractor, to fabricate or deliver, or who actually fabricates or delivers, plant, materials or equipment to be incorporated in the Work.

2.1.22 **"Means and Methods of Construction"** shall mean the labor, materials, temporary structures, tools, plant, and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.

2.1.23 **"Notice to Proceed"** or **"Order to Work"** shall mean the written notice issued by the Commissioner specifying the time for commencement of the Work and the Engineer, Architect or Project Manager.

2.1.24 **"Other Contractor(s)"** shall mean any contractor (other than the entity which executed this Contract or its Subcontractors) who or which has a contract with the City for work on or adjacent to the building or Site of the Work.

2.1.25 **"Payroll Taxes"** shall mean State Unemployment Insurance (SUI), Federal Unemployment Insurance (FUI), and payments pursuant to the Federal Insurance Contributions Act (FICA).

2.1.26 **"Project"** shall mean the public improvement to which this Contract relates.

2.1.27 **"Procurement Policy Board" (PPB)** shall mean the Agency of the City of New York whose function is to establish comprehensive and consistent procurement policies and rules which shall have broad application throughout the City.

2.1.28 **"Required Quantity"** in a unit price Contract shall mean the actual quantity of any item of Work or materials which is required to be performed or furnished in order to comply with the Contract.

2.1.29 **"Resident Engineer"** shall mean the representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the Work.

2.1.30 **"Site"** shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.

2.1.31 “**Small Tools**” shall mean items that are ordinarily required for a worker’s job function, including but not limited to, equipment that ordinarily has no licensing, insurance or substantive storage costs associated with it; such as circular and chain saws, impact drills, threaders, benders, wrenches, socket tools, etc.

2.1.32 “**Specifications**” shall mean all of the directions, requirements, and standards of performance applying to the Work as hereinafter detailed and designated under the Specifications.

2.1.33 “**Subcontractor**” shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or with its subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, or superintendence, supervision and/or management at the Site. Wherever the word Subcontractor appears, it shall also mean sub-Subcontractor.

2.1.34 “**Substantial Completion**” shall mean the written determination by the Engineer that the Work required under this Contract is substantially, but not entirely, complete and the approval of the **Final Approved Punch List**.

2.1.35 “**Work**” shall mean all services required to complete the Project in accordance with the Contract Documents, including without limitation, labor, material, superintendence, management, administration, equipment, and incidentals, and obtaining any and all permits, certifications and licenses as may be necessary and required to complete the Work, and shall include both Contract Work and Extra Work.

## **CHAPTER II: THE WORK AND ITS PERFORMANCE**

### **ARTICLE 3. CHARACTER OF THE WORK**

3.1 Unless otherwise expressly provided in the **Contract Drawings, Specifications, and Addenda**, the **Work** shall be performed in accordance with the best modern practice, utilizing, unless otherwise specified in writing, new and unused materials of standard first grade quality and workmanship and design of the highest quality, to the satisfaction of the **Commissioner**.

### **ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION**

4.1 Unless otherwise expressly provided in the **Contract Drawings, Specifications, and Addenda**, the **Means and Methods of Construction** shall be such as the Contractor may choose; subject, however, to the **Engineer’s** right to reject the **Means and Methods of Construction** proposed by the Contractor which in the opinion of the **Engineer**:

4.1.1 Will constitute or create a hazard to the **Work**, or to persons or property; or

4.1.2 Will not produce finished **Work** in accordance with the terms of the **Contract**; or

4.1.3 Will be detrimental to the overall progress of the **Project**.

4.2 The **Engineer’s** approval of the **Contractor’s Means and Methods of Construction**, or his/her failure to exercise his/her right to reject such means or methods, shall not relieve the **Contractor**

of its obligation to complete the **Work** as provided in this **Contract**; nor shall the exercise of such right to reject create a cause of action for damages.

## ARTICLE 5. COMPLIANCE WITH LAWS

5.1 The **Contractor** shall comply with all **Laws** applicable to this **Contract** and to the **Work** to be done hereunder.

5.2 Procurement Policy Board Rules: This **Contract** is subject to the Rules of the **PPB** ("**PPB Rules**") in effect at the time of the bid opening for this **Contract**. In the event of a conflict between the **PPB Rules** and a provision of this **Contract**, the **PPB Rules** shall take precedence.

5.3 Noise Control Code provisions.

5.3.1 In accordance with the provisions of Section 24-216(b) of the Administrative Code of the **City** ("**Administrative Code**"), Noise Abatement Contract Compliance, devices and activities which will be operated, conducted, constructed or manufactured pursuant to this **Contract** and which are subject to the provisions of the **City Noise Control Code** shall be operated, conducted, constructed, or manufactured without causing a violation of the **Administrative Code**. Such devices and activities shall incorporate advances in the art of noise control development for the kind and level of noise emitted or produced by such devices and activities, in accordance with regulations issued by the **Commissioner** of the **City Department of Environmental Protection**.

5.3.2 The **Contractor** agrees to comply with Section 24-219 of the Administrative Code and implementing rules codified at 15 Rules of the City of New York ("**RCNY**") Section 28-100 *et seq.* In accordance with such provisions, the **Contractor**, if the **Contractor** is the responsible party under such regulations, shall prepare and post a Construction Noise Mitigation Plan at each **Site**, in which the **Contractor** shall certify that all construction tools and equipment have been maintained so that they operate at normal manufacturers operating specifications. If the **Contractor** cannot make this certification, it must have in place an Alternative Noise Mitigation Plan approved by the **City Department of Environmental Protection**. In addition, the **Contractor's** certified Construction Noise Mitigation Plan is subject inspection by the **City Department of Environmental Protection** in accordance with Section 28-101 of Title 15 of **RCNY**. No **Contract Work** may take place at a **Site** unless there is a Construction Noise Mitigation Plan or approved Alternative Noise Mitigation Plan in place. In addition, the **Contractor** shall create and implement a noise mitigation training program. Failure to comply with these requirements may result in fines and other penalties pursuant to the applicable provisions of the **Administrative Code** and **RCNY**.

5.4 Ultra Low Sulfur Diesel Fuel: In accordance with the provisions of Section 24-163.3 of the **Administrative Code**, the **Contractor** specifically agrees as follows:

5.4.1 Definitions: For purposes of this Article 5.4, the following definitions apply:

5.4.1(a) "**Contractor**" means any person or entity that enters into a Public Works Contract with a **City Agency**, or any person or entity that enters into an agreement with such person or entity, to perform work or provide labor or services related to such Public Works Contract.



5.4.1(b) "Motor Vehicle" means any self-propelled vehicle designed for transporting persons or property on a street or highway.

5.4.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

5.4.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except that this term shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) horsepower or less and that are not used in any construction program or project.

5.4.1(e) "Public Works Contract" means a contract with a **City Agency** for a construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; a contract with a **City Agency** for the preparation for any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; or a contract with a **City Agency** for any final work involved in the completion of any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge.

5.4.1(f) "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million (15 ppm).

#### 5.4.2 Ultra Low Sulfur Diesel Fuel

5.4.2(a) All **Contractors** shall use Ultra Low Sulfur Diesel Fuel in diesel-powered Nonroad Vehicles in the performance of this **Contract**.

5.4.2(b) Notwithstanding the requirements of Article 5.4.2(a), **Contractors** may use diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) to fulfill the requirements of this Article 5.4.2, where the Commissioner of the City Department of Environmental Protection ("DEP Commissioner") has issued a determination that a sufficient quantity of Ultra Low Sulfur Diesel Fuel is not available to meet the needs of **Agencies** and **Contractors**. Any such determination shall expire after six (6) months unless renewed.

5.4.2(c) **Contractors** shall not be required to comply with this Article 5.4.2 where the **City Agency** letting this **Contract** makes a written finding, which is approved, in writing, by the DEP Commissioner, that a sufficient quantity of Ultra Low Sulfur Diesel Fuel, or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is not available to meet the requirements of Section 24-163.3 of the Administrative Code, provided that such **Contractor** in its fulfillment of the

requirements of this **Contract**, to the extent practicable, shall use whatever quantity of Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is available. Any finding made pursuant to this Article 5.4.2(c) shall expire after sixty (60) **Days**, at which time the requirements of this Article 5.4.2 shall be in full force and effect unless the **City Agency** renews the finding in writing and such renewal is approved by the DEP Commissioner.

5.4.2(d) **Contractors** may check on determinations and approvals issued by the DEP Commissioner pursuant to Section 24-163.3 of the Administrative Code, if any, at [www.dep.nyc.gov](http://www.dep.nyc.gov) or by contacting the **City Agency** letting this **Contract**.

5.4.2(e) The requirements of this Article 5.4.2 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.

#### 5.4.3 Best Available Technology

5.4.3(a) All **Contractors** shall utilize the best available technology for reducing the emission of pollutants for diesel-powered Nonroad Vehicles in the performance of this **Contract**. For determinations of best available technology for each type of diesel-powered Nonroad Vehicle, **Contractors** shall comply with the regulations of the City Department of Environmental Protection, as and when adopted, Chapter 14 of Title 15 of the Rules of the City of New York (RCNY). The **Contractor** shall fully document all steps in the best available technology selection process and shall furnish such documentation to the **City Agency** or the DEP Commissioner upon request. The **Contractor** shall retain all documentation generated in the best available technology selection process for as long as the selected best available technology is in use.

5.4.3(b) No **Contractor** shall be required to replace best available technology for reducing the emission of pollutants or other authorized technology utilized for a diesel-powered Nonroad Vehicle in accordance with the provisions of this Article 5.4.3 within three (3) years of having first utilized such technology for such vehicle.

5.4.3(c) This Article 5.4.3 shall not apply to any vehicle used to satisfy the requirements of a specific Public Works Contract for fewer than twenty (20) **Days**.

5.4.3(d) The **Contractor** shall not be required to comply with this Article 5.4.3 with respect to a diesel-powered Nonroad Vehicle under the following circumstances:

5.4.3(d)(i) Where the **City Agency** makes a written finding, which is approved, in writing, by the DEP Commissioner, that the best available technology for reducing the emission of pollutants as required by this Article 5.4.3 is unavailable for such vehicle, the **Contractor** shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle.

5.4.3(d)(ii) Where the DEP Commissioner has issued a written waiver based upon the **Contractor** having demonstrated to the DEP Commissioner that the use of the best available technology for reducing the emission of pollutants might endanger the operator of such vehicle or those working near such vehicle, due to engine malfunction, the **Contractor** shall use whatever technology for

reducing the emission of pollutants, if any, is available and appropriate for such vehicle, which would not endanger the operator of such vehicle or those working near such vehicle.

5.4.3(d)(iii) In determining which technology to use for the purposes of Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above, the **Contractor** shall primarily consider the reduction in emissions of particulate matter and secondarily consider the reduction in emissions of nitrogen oxides associated with the use of such technology, which shall in no event result in an increase in the emissions of either such pollutant.

5.4.3(d)(iv) The **Contractor** shall submit requests for a finding or a waiver pursuant to this Article 5.4.3(d) in writing to the DEP Commissioner, with a copy to the **ACCO** of the **City Agency** letting this **Contract**. Any finding or waiver made or issued pursuant to Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above shall expire after one hundred eighty (180) **Days**, at which time the requirements of Article 5.4.3(a) shall be in full force and effect unless the **City Agency** renews the finding, in writing, and the DEP Commissioner approves such finding, in writing, or the DEP Commissioner renews the waiver, in writing.

5.4.3(e) The requirements of this Article 5.4.3 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.

5.4.4 Section 24-163 of the Administrative Code. The **Contractor** shall comply with Section 24-163 of the Administrative Code related to the idling of the engines of motor vehicles while parking.

#### 5.4.5 Compliance

5.4.5(a) The **Contractor's** compliance with Article 5.4 may be independently monitored. If it is determined that the **Contractor** has failed to comply with any provision of Article 5.4, any costs associated with any independent monitoring incurred by the **City** shall be reimbursed by the **Contractor**.

5.4.5(b) Any **Contractor** who violates any provision of Article 5.4, except as provided in Article 5.4.5(c) below, shall be liable for a civil penalty between the amounts of one thousand (\$1,000) and ten thousand (\$10,000) dollars, in addition to twice the amount of money saved by such **Contractor** for failure to comply with Article 5.4.

5.4.5(c) No **Contractor** shall make a false claim with respect to the provisions of Article 5.4 to a **City Agency**. Where a **Contractor** has been found to have done so, such **Contractor** shall be liable for a civil penalty of twenty thousand (\$20,000) dollars, in addition to twice the amount of money saved by such **Contractor** in association with having made such false claim.

#### 5.4.6 Reporting

5.4.6(a) For all Public Works Contracts covered by this Article 5.4, the **Contractor** shall report to the **City Agency** the following information:

5.4.6(a)(i) The total number of diesel-powered Nonroad Vehicles used to fulfill the requirements of this Public Works Contract;

5.4.6(a)(ii) The number of such Nonroad Vehicles that were powered by Ultra Low Sulfur Diesel Fuel;

5.4.6(a)(iii) The number of such Nonroad Vehicles that utilized the best available technology for reducing the emission of pollutants, including a breakdown by vehicle model and the type of technology;

5.4.6(a)(iv) The number of such Nonroad Vehicles that utilized such other authorized technology in accordance with Article 5.4.3, including a breakdown by vehicle model and the type of technology used for each such vehicle;

5.4.6(a)(v) The locations where such Nonroad Vehicles were used; and

5.4.6(a)(vi) Where a determination is in effect pursuant to Article 5.4.2(b) or 5.4.2(c), detailed information concerning the **Contractor's** efforts to obtain Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm).

5.4.6(b) The **Contractor** shall submit the information required by Article 5.4.6(a) at the completion of **Work** under the Public Works Contract and on a yearly basis no later than August 1 throughout the term of the Public Works Contract. The yearly report shall cover **Work** performed during the preceding fiscal year (July 1 - June 30).

5.5 Ultra Low Sulfur Diesel Fuel. In accordance with the Coordinated Construction Act for Lower Manhattan, as amended:

5.5.1 Definitions. For purposes of this Article 5.5, the following definitions apply:

5.5.1(a) "Lower Manhattan" means the area to the south of and within the following lines: a line beginning at a point where the United States pierhead line in the Hudson River as it exists now or may be extended would intersect with the southerly line of West Houston Street in the Borough of Manhattan extended, thence easterly along the southerly side of West Houston Street to the southerly side of Houston Street, thence easterly along the southerly side of Houston Street to the southerly side of East Houston Street, thence northeasterly along the southerly side of East Houston Street to the point where it would intersect with the United States pierhead line in the East River as it exists now or may be extended, including tax lots within or immediately adjacent thereto.

5.5.1(b) "Lower Manhattan Redevelopment Project" means any project in Lower Manhattan that is funded in whole or in part with federal or State funding, or any project intended to improve transportation between Lower Manhattan and the two air terminals in the City known as LaGuardia Airport and John F. Kennedy International Airport, or between Lower Manhattan and the air terminal in Newark known as Newark Liberty International Airport, and that is funded in whole or in part with federal funding.

5.5.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

5.5.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower (HP) and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except that this terms shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) HP or less and that are not used in any construction program or project.

5.5.1(e) "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million (15 ppm).

5.5.2 Requirements. **Contractors** and **Subcontractors** are required to use only Ultra Low Sulfur Diesel Fuel to power the diesel-powered Nonroad Vehicles with engine HP rating of fifty (50) HP and above used on a Lower Manhattan Redevelopment Project and, where practicable, to reduce the emission of pollutants by retrofitting such Nonroad Vehicles with oxidation catalysts, particulate filters, or technology that achieves lowest particulate matter emissions.

5.6 Pesticides. In accordance with Section 17-1209 of the Administrative Code, to the extent that the **Contractor** or any **Subcontractor** applies pesticides to any property owned or leased by the **City**, the **Contractor**, and any **Subcontractor** shall comply with Chapter 12 of the Administrative Code.

5.7 Waste Treatment, Storage, and Disposal Facilities and Transporters. In connection with the **Work**, the **Contractor** and any **Subcontractor** shall use only those waste treatment, storage, and disposal facilities and waste transporters that possess the requisite license, permit or other governmental approval necessary to treat, store, dispose, or transport the waste, materials or hazardous substances.

5.8 Environmentally Preferable Purchasing. The **Contractor** shall ensure that products purchased or leased by the **Contractor** or any **Subcontractor** for the **Work** that are not specified by the **City** or are submitted as equivalents to a product specified by the **City** comply with the requirements of the New York City Environmentally Preferable Purchasing Program contained in Chapter 11 of Title 43 of the RCNY, pursuant to Chapter 3 of Title 6 of the Administrative Code.

## **ARTICLE 6. INSPECTION**

6.1 During the progress of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall at all times afford the representatives of the **City** every reasonable, safe, and proper facility for inspecting all **Work** done or being done at the **Site** and also for inspecting the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.

6.2 The **Contractor's** obligation hereunder shall include the uncovering or taking down of finished **Work** and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if **Work** thus exposed proves satisfactory, and if the **Contractor** has complied with Article 6.1, such uncovering or taking down and restoration shall be

considered an item of **Extra Work** to be paid for in accordance with the provisions of Article 26. If the **Work** thus exposed proves unsatisfactory, the **City** has no obligation to compensate the **Contractor** for the uncovering, taking down or restoration.

6.3 Inspection and approval by the **Commissioner**, the **Engineer**, **Project Manager**, or **Resident Engineer**, of finished **Work** or of **Work** being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the **Contractor** of its obligation to perform the **Work** in strict accordance with the **Contract**. Finished or unfinished **Work** not found to be in strict accordance with the **Contract** shall be replaced as directed by the **Engineer**, even though such **Work** may have been previously approved and paid for. Such corrective **Work** is **Contract Work** and shall not be deemed **Extra Work**.

6.4 Rejected **Work** and materials shall be promptly taken down and removed from the **Site**, which must at all times be kept in a reasonably clean and neat condition.

#### **ARTICLE 7. PROTECTION OF WORK AND OF PERSONS AND PROPERTY; NOTICES AND INDEMNIFICATION**

7.1 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall be under an absolute obligation to protect the finished and unfinished **Work** against any damage, loss, injury, theft and/or vandalism and in the event of such damage, loss, injury, theft and/or vandalism, it shall promptly replace and/or repair such **Work** at the **Contractor's** sole cost and expense, as directed by the **Resident Engineer**. The obligation to deliver finished **Work** in strict accordance with the **Contract** prior to **Final Acceptance** shall be absolute and shall not be affected by the **Resident Engineer's** approval of, or failure to prohibit, the **Means and Methods of Construction** used by the **Contractor**.

7.2 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall take all reasonable precautions to protect all persons and the property of the **City** and of others from damage, loss or injury resulting from the **Contractor's**, and/or its **Subcontractors'** operations under this **Contract**. The **Contractor's** obligation to protect shall include the duty to provide, place or replace, and adequately maintain at or about the **Site** suitable and sufficient protection such as lights, barricades, and enclosures.

7.3 The **Contractor** shall comply with the notification requirements set forth below in the event of any loss, damage or injury to **Work**, persons or property, or any accidents arising out of the operations of the **Contractor** and/or its **Subcontractors** under this **Contract**.

7.3.1 The **Contractor** shall make a full and complete report in writing to the **Resident Engineer** within three (3) **Days** after the occurrence.

7.3.2 The **Contractor** shall also send written notice of any such event to all insurance carriers that issued potentially responsive policies (including commercial general liability insurance carriers for events relating to the **Contractor's** own employees) no later than twenty (20) days after such event and again no later than twenty (20) days after the initiation of any claim and/or action resulting therefrom. Such notice shall contain the following information: the number of the insurance policy, the name of the Named Insured, the date and location of the incident, and the identity of the persons injured or property damaged. For any policy on which the **City** and/or the **Engineer**, **Architect**, or **Project Manager** are Additional Insureds, such notice shall expressly specify that "this notice is

being given on behalf of the City of New York as Additional Insured, such other Additional Insureds, as well as the Named Insured.”

7.3.2(a) Whenever such notice is sent under a policy on which the **City** is an Additional Insured, the **Contractor** shall provide copies of the notice to the **Comptroller**, the **Commissioner** and the **City Corporation Counsel**. The copy to the **Comptroller** shall be sent to the Insurance Unit, NYC Comptroller’s Office, 1 Centre Street – Room 1222, New York, New York, 10007. The copy to the **Commissioner** shall be sent to the address set forth in Schedule A of the General Conditions. The copy to the **City Corporation Counsel** shall be sent to Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

7.3.2(b) If the **Contractor** fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the **Contractor** shall indemnify the **City** for all losses, judgments, settlements, and expenses, including reasonable attorneys’ fees, arising from an insurer’s disclaimer of coverage citing late notice by or on behalf of the **City**.

7.4 To the fullest extent permitted by law, the **Contractor** shall defend, indemnify, and hold the **City**, its employees, and officials (the “Indemnitees”) harmless against any and all claims (including but not limited to claims asserted by any employee of the **Contractor** and/or its **Subcontractors**) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys’ fees and disbursements) allegedly arising out of or in any way related to the operations of the **Contractor** and/or its **Subcontractors** in the performance of this **Contract** or from the **Contractor’s** and/or its **Subcontractors’** failure to comply with any of the provisions of this **Contract** or of the **Law**. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Article 7.4 by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of **Law** or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of **Law**, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis.

7.4.1 Indemnification under Article 7.4 or any other provision of the **Contract** shall operate whether or not **Contractor** or its **Subcontractors** have placed and maintained the insurance specified under Article 22.

7.5 The provisions of this Article 7 shall not be deemed to create any new right of action in favor of third parties against the **Contractor** or the **City**.

### **CHAPTER III: TIME PROVISIONS**

#### **ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK**

8.1 The **Contractor** shall commence the **Work** on the date specified in the **Notice to Proceed** or the **Order to Work**. The time for performance of the **Work** under the **Contract** shall be computed from

the date specified in the **Notice to Proceed** or the **Order to Work**. **TIME BEING OF THE ESSENCE** to the **City**, the **Contractor** shall thereafter prosecute the **Work** diligently, using such **Means and Methods of Construction** as are in accord with Article 4 herein and as will assure its completion not later than the date specified in this Contract, or on the date to which the time for completion may be extended.

#### **ARTICLE 9. PROGRESS SCHEDULES**

9.1 To enable the **Work** to be performed in an orderly and expeditious manner, the **Contractor**, within fifteen (15) **Days** after the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Engineer**, shall submit to the **Engineer** a proposed progress schedule based on the Critical Path Method in the form of a bar graph or in such other form as specified by the **Engineer**, and monthly cash flow requirements, showing:

9.1.1 The anticipated time of commencement and completion of each of the various operations to be performed under this **Contract**; and

9.1.2 The sequence and interrelation of each of these operations with the others and with those of other related contracts; and

9.1.3 The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the **Work**, including the anticipated time for obtaining required approvals pursuant to Article 10; and

9.1.4 The estimated amount in dollars the **Contractor** will claim on a monthly basis.

9.2 The proposed schedule shall be revised as directed by the **Engineer**, until finally approved by the **Engineer**, and after such approval, subject to the provisions of Article 11, shall be strictly adhered to by the **Contractor**.

9.3 If the **Contractor** shall fail to adhere to the approved progress schedule, or to the schedule as revised pursuant to Article 11, it shall promptly adopt such other or additional **Means and Methods of Construction**, at its sole cost and expense, as will make up for the time lost and will assure completion in accordance with the approved progress schedule. The approval by the **City** of a progress schedule which is shorter than the time allotted under the **Contract** shall not create any liability for the **City** if the approved progress schedule is not met.

9.4 The **Contractor** will not receive any payments until the proposed progress schedule is submitted.

#### **ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL**

10.1 From time to time as the **Work** progresses and in the sequence indicated by the approved progress schedule, the **Contractor** shall submit to the **Engineer** a specific request in writing for each item of information or approval required by the **Contractor**. These requests shall state the latest date upon which the information or approval is actually required by the **Contractor**, and shall be submitted in a reasonable time in advance thereof to provide the **Engineer** a sufficient time to act upon such submissions, or any necessary re-submissions thereof.



10.2 The **Contractor** shall not have any right to an extension of time on account of delays due to the **Contractor's** failure to submit requests for the required information or the required approval in accordance with the above requirements.

**ARTICLE 11. NOTICE OF CONDITIONS CAUSING DELAY AND DOCUMENTATION OF DAMAGES CAUSED BY DELAY**

11.1 After the commencement of any condition which is causing or may cause a delay in completion of the **Work**, including conditions for which the **Contractor** may be entitled to an extension of time, the following notifications and submittals are required:

11.1.1 Within fifteen (15) **Days** after the **Contractor** becomes aware or reasonably should be aware of each such condition, the **Contractor** must notify the **Resident Engineer** or **Engineer**, as directed by the **Commissioner**, in writing of the existence, nature and effect of such condition upon the approved progress schedule and the **Work**, and must state why and in what respects, if any, the condition is causing or may cause a delay. Such notice shall include a description of the construction activities that are or could be affected by the condition and may include any recommendations the **Contractor** may have to address the delay condition and any activities the **Contractor** may take to avoid or minimize the delay.

11.1.2 If the **Contractor** shall claim to be sustaining damages for delay as provided for in this Article 11, within forty-five (45) **Days** from the time such damages are first incurred for each such condition, the **Contractor** shall submit to the **Commissioner** a verified written statement of the details and estimates of the amounts of such damages, including categories of expected damages and projected monthly costs, together with documentary evidence of such damages as the **Contractor** may have at the time of submission ("statement of delay damages"), as further detailed in Article 11.6. The **Contractor** may submit the above statement within such additional time as may be granted by the **Commissioner** in writing upon written request therefor.

11.1.3 Articles 11.1.1 and 11.1.2 do not relieve the **Contractor** of its obligation to comply with the provisions of Article 44.

11.2 Failure of the **Contractor** to strictly comply with the requirements of Article 11.1.1 may, in the discretion of the **Commissioner**, be deemed sufficient cause to deny any extension of time on account of delay arising out of such condition. Failure of the **Contractor** to strictly comply with the requirements of both Articles 11.1.1 and 11.1.2 shall be deemed a conclusive waiver by the **Contractor** of any and all claims for damages for delay arising from such condition and no right to recover on such claims shall exist.

11.3 When appropriate and directed by the **Engineer**, the progress schedule shall be revised by the **Contractor** until finally approved by the **Engineer**. The revised progress schedule must be strictly adhered to by the **Contractor**.

11.4 **Compensable Delays**

11.4.1 The **Contractor** agrees to make claim only for additional costs attributable to delay in the performance of this **Contract** necessarily extending the time for completion of the **Work** or resulting from acceleration directed by the **Commissioner** and required to maintain the progress schedule, occasioned solely by any act or omission to act of the **City** listed below. The **Contractor** also agrees that delay from any other cause shall be

compensated, if at all, solely by an extension of time to complete the performance of the **Work**.

11.4.1.1 The failure of the **City** to take reasonable measures to coordinate and progress the **Work** to the extent required by the **Contract**, except that the **City** shall not be responsible for the **Contractor's** obligation to coordinate and progress the **Work** of its **Subcontractors**.

11.4.1.2 Unreasonable delays attributable to the review of shop drawings, the issuance of change orders, or the cumulative impact of change orders that were not brought about by any act or omission of the **Contractor**.

11.4.1.3 The unavailability of the **Site** caused by acts or omissions of the **City**.

11.4.1.4 The issuance by the **Engineer** of a stop work order that was not brought about through any act or omission of the **Contractor**.

11.4.1.5 Differing site conditions or environmental hazards that were neither known nor reasonably ascertainable on a pre-bid inspection of the **Site** or review of the bid documents or other publicly available sources, and that are not ordinarily encountered in the **Project's** geographical area or neighborhood or in the type of **Work** to be performed.

11.4.1.6 Delays caused by the **City's** bad faith or its willful, malicious, or grossly negligent conduct;

11.4.1.7 Delays not contemplated by the parties;

11.4.1.8 Delays so unreasonable that they constitute an intentional abandonment of the **Contract** by the **City**; and

11.4.1.9 Delays resulting from the **City's** breach of a fundamental obligation of the **Contract**.

11.4.2 No claim may be made for any alleged delay in **Substantial Completion** of the **Work** if the **Work** will be or is substantially completed by the date of **Substantial Completion** provided for in Schedule A unless acceleration has been directed by the **Commissioner** to meet the date of **Substantial Completion** set forth in Schedule A, or unless there is a provision in the **Contract** providing for additional compensation for early completion.

11.4.3 The provisions of this Article 11 apply only to claims for additional costs attributable to delay and do not preclude determinations by the **Commissioner** allowing reimbursements for additional costs for **Extra Work** pursuant to Articles 25 and 26 of this **Contract**. To the extent that any cost attributable to delay is reimbursed as part of a change order, no additional claim for compensation under this Article 11 shall be allowed.

11.5 **Non-Compensable Delays.** The **Contractor** agrees to make no claim for, and is deemed to have included in its bid prices for the various items of the **Contract**, the extra/additional costs attributable to any delays caused by or attributable to the items set forth below. For such items, the **Contractor** shall be compensated, if at all, solely by an extension of time to complete the performance of the **Work**, in accordance with the provisions of Article 13. Such extensions of time will be granted, if at all, pursuant to the grounds set forth in Article 13.3.

11.5.1 The acts or omissions of any third parties, including but not limited to **Other Contractors**, public/ governmental bodies (other than **City Agencies**), utilities or private enterprises, who are disclosed in the **Contract Documents** or are ordinarily encountered or generally recognized as related to the **Work**;

11.5.2 Any situation which was within the contemplation of the parties at the time of entering into the **Contract**, including any delay indicated or disclosed in the **Contract Documents** or that would be generally recognized by a reasonably prudent contractor as related to the nature of the **Work**, and/or the existence of any facility or appurtenance owned, operated or maintained by any third party, as indicated or disclosed in the **Contract Documents** or ordinarily encountered or generally recognized as related to the nature of the **Work**;

11.5.3 Restraining orders, injunctions or judgments issued by a court which were caused by a Contractor's submission, action or inaction or by a Contractor's **Means and Methods of Construction**, or by third parties, unless such order, injunction or judgment was the result of an act or omission by the **City**;

11.5.4 Any labor boycott, strike, picketing, lockout or similar situation;

11.5.5 Any shortages of supplies or materials, or unavailability of equipment, required by the **Contract Work**;

11.5.6 Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God, or acts of war or of the public enemy or terrorist acts, including the **City's** reasonable responses thereto; and

11.5.7 **Extra Work** which does not significantly affect the overall completion of the **Contract**, reasonable delays in the review or issuance of change orders or field orders and/or in shop drawing reviews or approvals.

#### 11.6 Required Content of Submission of Statement of Delay Damages

11.6.1 In the verified written statement of delay damages required by Article 11.1.2, the following information shall be provided by the **Contractor**:

11.6.1.1 For each delay, the start and end dates of the claimed periods of delay and, in addition, a description of the operations that were delayed, an explanation of how they were delayed, and the reasons for the delay, including identifying the applicable act or omission of the **City** listed in Article 11.4.

11.6.1.2 A detailed factual statement of the claim providing all necessary dates, locations and items of **Work** affected by the claim.

11.6.1.3 The estimated amount of additional compensation sought and a breakdown of that amount into categories as described in Article 11.7.

11.6.1.4 Any additional information requested by the **Commissioner**.

#### 11.7 Recoverable Costs

11.7.1 Delay damages may be recoverable for the following costs actually and necessarily incurred in the performance of the **Work**:

11.7.1.1 Direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits, based on time and materials records;

11.7.1.2 Necessary materials (including transportation to the **Site**), based on time and material records;

- 11.7.1.3 Reasonable rental value of necessary plant and equipment other than small tools, plus fuel/energy costs according to the applicable formula set forth in Articles 26.2.4 and/or 26.2.8, based on time and material records;
- 11.7.1.4 Additional insurance and bond costs;
- 11.7.1.5 Extended **Site** overhead, field office rental, salaries of field office staff, on-site project managers and superintendents, field office staff vehicles, **Project**-specific storage, field office utilities and telephone, and field office consumables;
- 11.7.1.6 Labor escalation costs based on actual costs;
- 11.7.1.7 Materials and equipment escalation costs based on applicable industry indices unless documentation of actual increased cost is provided;
- 11.7.1.8 Additional material and equipment storage costs based on actual documented costs and additional costs necessitated by extended manufacturer warranty periods; and
- 11.7.1.9 Extended home office overhead calculated based on the following formula:
  - (1) Subtract from the original **Contract** amount the amount earned by original contractual **Substantial Completion** date (not including change orders);
  - (2) Remove 15% overhead and profit from the calculation in item (1) by dividing the results of item (1) by 1.15;
  - (3) Multiply the result of item (2) by 7.25% for the total home office overhead;
  - (4) Multiply the result of item (3) by 7.25% for the total profit; and
  - (5) The total extended home office overhead will be the total of items (3) and (4).

11.7.2 Recoverable Subcontractor Costs. When the **Work** is performed by a **Subcontractor**, the **Contractor** may be paid the actual and necessary costs of such subcontracted **Work** as outlined above in Articles 11.7.1.1 through 11.7.1.8, and an additional overhead of 5% of the costs outlined in Articles 11.7.1.1 through 11.7.1.3.

11.7.3 Non-Recoverable Costs. The parties agree that the **City** will have no liability for the following items and the **Contractor** agrees it shall make no claim for the following items:

- 11.7.3.1 Profit, or loss of anticipated or unanticipated profit, except as provided in Article 11.7.1.9;
- 11.7.3.2 Consequential damages, including, but not limited to, construction or bridge loans or interest paid on such loans, loss of bonding capacity, bidding opportunities, or interest in investment, or any resulting insolvency;
- 11.7.3.3 Indirect costs or expenses of any nature except those included in Article 11.7.1;
- 11.7.3.4 Direct or indirect costs attributable to performance of **Work** where the **Contractor**, because of situations or conditions within its control, has not progressed the **Work** in a satisfactory manner; and
- 11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.

- 11.8 Any claims for delay under this Article 11 are not subject to the jurisdiction of the Contract Dispute Resolution Board pursuant to the dispute resolution process set forth in Article 27.
- 11.9 Any compensation provided to the **Contractor** in accordance with this Article 11 will be made pursuant to a claim filed with the **Comptroller**. Nothing in this Article 11 extends the time for the **Contractor** to file an action with respect to a claim within six months after **Substantial Completion** pursuant to Article 56.

## **ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS**

12.1 During the progress of the **Work**, **Other Contractors** may be engaged in performing other work or may be awarded other contracts for additional work on this **Project**. In that event, the **Contractor** shall coordinate the **Work** to be done hereunder with the work of such **Other Contractors** and the **Contractor** shall fully cooperate with such **Other Contractors** and carefully fit its own **Work** to that provided under other contracts as may be directed by the **Engineer**. The **Contractor** shall not commit or permit any act which will interfere with the performance of work by any **Other Contractors**.

12.2 If the **Engineer** determines that the **Contractor** is failing to coordinate its **Work** with the work of **Other Contractors** as the **Engineer** has directed, then the **Commissioner** shall have the right to withhold any payments otherwise due hereunder until the **Contractor** completely complies with the **Engineer's** directions.

12.3 The **Contractor** shall notify the **Engineer** in writing if any **Other Contractor** on this **Project** is failing to coordinate its work with the **Work** of this **Contract**. If the **Engineer** finds such charges to be true, the **Engineer** shall promptly issue such directions to the **Other Contractor** with respect thereto as the situation may require. The **City** shall not, however, be liable for any damages suffered by any **Other Contractor's** failure to coordinate its work with the **Work** of this **Contract** or by reason of the **Other Contractor's** failure to promptly comply with the directions so issued by the **Engineer**, or by reason of any **Other Contractor's** default in performance, it being understood that the **City** does not guarantee the responsibility or continued efficiency of any contractor. The **Contractor** agrees to make no claim against the **City** for any damages relating to or arising out of any directions issued by the **Engineer** pursuant to this Article 12 (including but not limited to the failure of any **Other Contractor** to comply or promptly comply with such directions), or the failure of any **Other Contractor** to coordinate its work, or the default in performance of any **Other Contractor**.

12.4 The **Contractor** shall indemnify and hold the **City** harmless from any and all claims or judgments for damages and from costs and expenses to which the **City** may be subjected or which it may suffer or incur by reason of the **Contractor's** failure to comply with the **Engineer's** directions promptly; and the **Comptroller** shall have the right to exercise the powers reserved in Article 23 with respect to any claims which may be made for damages due to the **Contractor's** failure to comply with the **Engineer's** directions promptly. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.5 Should the **Contractor** sustain any damage through any act or omission of any **Other Contractor** having a contract with the **City** for the performance of work upon the **Site** or of work which may be necessary to be performed for the proper prosecution of the **Work** to be performed hereunder, or through any act or omission of a subcontractor of such **Other Contractor**, the **Contractor** shall have no claim against the **City** for such damage, but shall have a right to recover such damage from the **Other**

**Contractor** under the provision similar to the following provisions which apply to this **Contract** and have been or will be inserted in the contracts with such **Other Contractors**:

12.5.1 Should any **Other Contractor** having or who shall hereafter have a contract with the **City** for the performance of work upon the **Site** sustain any damage through any act or omission of the **Contractor** hereunder or through any act or omission of any **Subcontractor** of the **Contractor**, the **Contractor** agrees to reimburse such **Other Contractor** for all such damages and to defend at its own expense any action based upon such claim and if any judgment or claim (even if the allegations of the action are without merit) against the **City** shall be allowed the **Contractor** shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and agrees to indemnify and hold the **City** harmless from all such claims. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.6 The **City's** right to indemnification hereunder shall in no way be diminished, waived or discharged by its recourse to assessment of liquidated damages as provided in Article 15, or by the exercise of any other remedy provided for by **Contract** or by **Law**.

### ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

13.1 If performance by the **Contractor** is delayed for a reason set forth in Article 13.3, the **Contractor** may be allowed a reasonable extension of time in conformance with this Article 13 and the **PPB Rules**.

13.2 Any extension of time may be granted only by the **ACCO** or by the Board for the Extension of Time (hereafter "Board") (as set forth below) upon written application by the **Contractor**.

13.3 Grounds for Extension: If such application is made, the **Contractor** shall be entitled to an extension of time for delay in completion of the **Work** caused solely:

13.3.1 By the acts or omissions of the **City**, its officials, agents or employees; or

13.3.2 By the act or omissions of **Other Contractors** on this **Project**; or

13.3.3 By supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the **Contractor**).

13.3.4 The **Contractor** shall, however, be entitled to an extension of time for such causes only for the number of **Days** of delay which the **ACCO** or the Board may determine to be due solely to such causes, and then only if the **Contractor** shall have strictly complied with all of the requirements of Articles 9 and 10.

13.4 The **Contractor** shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the **Work** as determined by the **ACCO** or the Board, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the **Contractor** or of its **Subcontractors** or **Materialmen**, and would of itself (irrespective

of the concurrent causes) have delayed the **Work**, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

13.5 The determination made by the **ACCO** or the Board on an application for an extension of time shall be binding and conclusive on the **Contractor**.

13.6 The **ACCO** or the Board acting entirely within their discretion may grant an application for an extension of time for causes of delay other than those herein referred.

13.7 Permitting the **Contractor** to continue with the **Work** after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the **Contractor** after such time, shall in no way operate as a waiver on the part of the **City** of any of its rights under this **Contract**.

13.8 Application for Extension of Time:

13.8.1 Before the **Contractor's** time extension request will be considered, the **Contractor** shall notify the **ACCO** of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the **ACCO** identifying:

13.8.1(a) The **Contractor**; the registration number; and **Project** description;

13.8.1(b) Liquidated damage assessment rate, as specified in the **Contract**;

13.8.1(c) Original total bid price;

13.8.1(d) The original **Contract** start date and completion date;

13.8.1(e) Any previous time extensions granted (number and duration); and

13.8.1(f) The extension of time requested.

13.8.2 In addition, the application for extension of time shall set forth in detail:

13.8.2(a) The nature of each alleged cause of delay in completing the **Work**;

13.8.2(b) The date upon which each such cause of delay began and ended and the number of **Days** attributable to each such cause;

13.8.2(c) A statement that the **Contractor** waives all claims except for those delineated in the application, and the particulars of any claims which the **Contractor** does not agree to waive. For time extensions for **Substantial Completion** and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and

13.8.2(d) A statement indicating the **Contractor's** understanding that the time extension is granted only for purposes of permitting continuation of **Contract** performance and payment for **Work** performed and that the **City** retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

13.9 Analysis and Approval of Time Extensions:

13.9.1 For time extensions for partial payments, a written determination shall be made by the **ACCO** who may, for good and sufficient cause, extend the time for the performance of the **Contract** as follows:

13.9.1(a) If the **Work** is to be completed within six (6) months, the time for performance may be extended for sixty (60) **Days**;

13.9.1(b) If the **Work** is to be completed within less than one (1) year but more than six (6) months, an extension of ninety (90) **Days** may be granted;

13.9.1(c) If the **Contract** period exceeds one (1) year, besides the extension granted in Article 13.9.1(b), an additional thirty (30) **Days** may be granted for each multiple of six (6) months involved beyond the one (1) year period; or

13.9.1(d) If exceptional circumstances exist, the **ACCO** may extend the time for performance beyond the extensions in Articles 13.9.1(a), 13.9.1(b), and 13.9.1(c). In that event, the **ACCO** shall file with the Mayor's Office of Contract Services a written explanation of the exceptional circumstances.

13.9.2 For extensions of time for **Substantial Completion** and final completion payments, the **Engineer**, in consultation with the **ACCO**, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of this **Contract**). The report shall be subject to review by and approval of the Board, which shall have authority to question its analysis and determinations and request additional facts or documentation. The report as reviewed and made final by the Board shall be made a part of the **Agency** contract file. Neither the report itself nor anything contained therein shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

13.9.3 Approval Mechanism for Time Extensions for **Substantial Completion** or Final Completion Payments: An extension shall be granted only with the approval of the Board which is comprised of the **ACCO** of the **Agency**, the **City** Corporation Counsel, and the **Comptroller**, or their authorized representatives.

13.9.4 Neither the granting of any application for an extension of time to the **Contractor** or any **Other Contractor** on this **Project** nor the papers, records or reports related to any application for or grant of an extension of time or determination related thereto shall be referred to or offered in evidence by the **Contractor** or its attorneys in any action or proceeding.

13.10 No Damage for Delay: The **Contractor** agrees to make no claim for damages for delay in the performance of this **Contract** occasioned by any act or omission to act of the **City** or any of its representatives, except as provided for in Article 11.

#### **ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK**

14.1 Date for **Substantial Completion**: The **Contractor** shall substantially complete the **Work** within the time fixed in Schedule A of the General Conditions, or within the time to which such **Substantial Completion** may be extended.



14.2 Determining the Date of **Substantial Completion**: The **Work** will be deemed to be substantially complete when the two conditions set forth below have been met.

14.2.1 Inspection: The **Engineer** or **Resident Engineer**, as applicable, has inspected the **Work** and has made a written determination that it is substantially complete.

14.2.2 Approval of **Final Approved Punch List** and Date for **Final Acceptance**: Following inspection of the **Work**, the **Engineer/Resident Engineer** shall furnish the **Contractor** with a final punch list, specifying all items of **Work** to be completed and proposing dates for the completion of each specified item of **Work**. The **Contractor** shall then submit in writing to the **Engineer/Resident Engineer** within ten (10) **Days** of the **Engineer/Resident Engineer** furnishing the final punch list either acceptance of the dates or proposed alternative dates for the completion of each specified item of **Work**. If the **Contractor** neither accepts the dates nor proposes alternative dates within ten (10) **Days**, the schedule proposed by the **Engineer/Resident Engineer** shall be deemed accepted. If the **Contractor** proposes alternative dates, then, within a reasonable time after receipt, the **Engineer/Resident Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, the **Engineer/Resident Engineer** shall establish dates for the completion of each item of **Work**. The latest completion date specified shall be the date for **Final Acceptance** of the **Work**.

14.3 Date of **Substantial Completion**. The date of approval of the **Final Approved Punch List**, shall be the date of **Substantial Completion**. The date of approval of the **Final Approved Punch List** shall be either (a) if the **Contractor** approves the final punch list and proposed dates for completion furnished by the **Engineer/Resident Engineer**, the date of the **Contractor's** approval; or (b) if the **Contractor** neither accepts the dates nor proposes alternative dates, ten (10) **Days** after the **Engineer/Resident Engineer** furnishes the **Contractor** with a final punch list and proposed dates for completion; or (c) if the **Contractor** proposes alternative dates, the date that the **Engineer/Resident Engineer** sends written notification to the **Contractor** either approving the **Contractor's** proposed alternative dates or establishing dates for the completion for each item of **Work**.

14.4 Determining the Date of **Final Acceptance**: The **Work** will be accepted as final and complete as of the date of the **Engineer's/Resident Engineer's** inspection if, upon such inspection, the **Engineer/Resident Engineer** finds that all items on the **Final Approved Punch List** are complete and no further **Work** remains to be done. The **Commissioner** will then issue a written determination of **Final Acceptance**.

14.5 Request for Inspection: Inspection of the **Work** by the **Engineer/Resident Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within fourteen (14) **Days** after receipt of the **Contractor's** written request therefor.

14.6 Request for Re-inspection: If upon inspection for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer/Resident Engineer** determines that there are items of **Work** still to be performed, the **Contractor** shall promptly perform them and then request a re-inspection. If upon re-inspection, the **Engineer/Resident Engineer** determines that the **Work** is substantially complete or finally accepted, the date of such re-inspection shall be the date of **Substantial Completion** or **Final Acceptance**. Re-inspection by the **Engineer/Resident Engineer** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.7 Initiation of Inspection by the **Engineer/Resident Engineer**: If the **Contractor** does not request inspection or re-inspection of the **Work** for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer/Resident Engineer** may initiate such inspection or re-inspection.

#### ARTICLE 15. LIQUIDATED DAMAGES

15.1 In the event the **Contractor** fails to substantially complete the **Work** within the time fixed for such **Substantial Completion** in Schedule A of the General Conditions, plus authorized time extensions, or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the sum fixed in Schedule A of the General Conditions, for each and every **Day** that the time consumed in substantially completing the **Work** exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the **City** will suffer by reason of delay in the **Substantial Completion** of the **Work** hereunder, is hereby fixed and agreed as the liquidated damages that the **City** will suffer by reason of such delay, and not as a penalty. This Article 15 shall also apply to the **Contractor** whether or not the **Contractor** is defaulted pursuant to Chapter X of this **Contract**. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

15.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the **City's** right to indemnification, or the **Contractor's** obligation to indemnify the **City**, or to any other remedy provided for in this **Contract** or by **Law**.

15.3 The **Commissioner** may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the **City**, the **Contractor** shall be liable to pay the difference.

#### ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

16.1 Unless otherwise provided for in the **Specifications**, the **Commissioner** may take over, use, occupy or operate any part of the **Work** at any time prior to **Final Acceptance**, upon written notification to the **Contractor**. The **Engineer** or **Resident Engineer**, as applicable, shall inspect the part of the **Work** to be taken over, used, occupied, or operated, and will furnish the **Contractor** with a written statement of the **Work**, if any, which remains to be performed on such part. The **Contractor** shall not object to, nor interfere with, the **Commissioner's** decision to exercise the rights granted by Article 16. In the event the **Commissioner** takes over, uses, occupies, or operates any part of the **Work**:

16.1.1 the **Engineer/Resident Engineer** shall issue a written determination of **Substantial Completion** with respect to such part of the **Work**;

16.1.2 the **Contractor** shall be relieved of its absolute obligation to protect such part of the unfinished **Work** in accordance with Article 7;

16.1.3 the **Contractor's** guarantee on such part of the **Work** shall begin on the date of such use by the **City**; and;

16.1.4 the **Contractor** shall be entitled to a return of so much of the amount retained in accordance with Article 21 as it relates to such part of the **Work**, except so much thereof as may be retained under Articles 24 and 44.

## CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS

### ARTICLE 17. SUBCONTRACTS

17.1 The **Contractor** shall not make subcontracts totaling an amount more than the percentage of the total **Contract** price fixed in Schedule A of the General Conditions, without prior written permission from the **Commissioner**. All subcontracts made by the **Contractor** shall be in writing. No **Work** may be performed by a **Subcontractor** prior to the **Contractor** entering into a written subcontract with the **Subcontractor** and complying with the provisions of this Article 17.

17.2 Before making any subcontracts, the **Contractor** shall submit a written statement to the **Commissioner** giving the name and address of the proposed **Subcontractor**; the portion of the **Work** and materials which it is to perform and furnish; the cost of the subcontract; the VENDEX questionnaire if required; the proposed subcontract if requested by the **Commissioner**; and any other information tending to prove that the proposed **Subcontractor** has the necessary facilities, skill, integrity, past experience, and financial resources to perform the **Work** in accordance with the terms and conditions of this **Contract**.

17.3 In addition to the requirements in Article 17.2, **Contractor** is required to list the **Subcontractor** in the web based Subcontractor Reporting System through the City's Payee Information Portal (PIP), available at [www.nyc.gov/pip](http://www.nyc.gov/pip).<sup>1</sup> For each **Subcontractor** listed, **Contractor** is required to provide the following information: maximum contract value, description of **Subcontractor's** **Work**, start and end date of the subcontract and identification of the **Subcontractor's** industry. Thereafter, **Contractor** will be required to report in the system the payments made to each **Subcontractor** within 30 days of making the payment. If any of the required information changes throughout the Term of the **Contract**, **Contractor** will be required to revise the information in the system.

Failure of the **Contractor** to list a **Subcontractor** and/or to report **Subcontractor** payments in a timely fashion may result in the **Commissioner** declaring the **Contractor** in default of the **Contract** and will subject **Contractor** to liquidated damages in the amount of \$100 per day for each day that the **Contractor** fails to identify a **Subcontractor** along with the required information about the **Subcontractor** and/or fails to report payments to a **Subcontractor**, beyond the time frames set forth herein or in the notice from the **City**. Article 15 shall govern the issue of liquidated damages.

17.4 If an approved **Subcontractor** elects to subcontract any portion of its subcontract, the proposed sub-subcontract shall be submitted in the same manner as directed above.

17.5 The **Commissioner** will notify the **Contractor** in writing whether the proposed **Subcontractor** is approved. If the proposed **Subcontractor** is not approved, the **Contractor** may submit another proposed **Subcontractor** unless the **Contractor** decides to do the **Work**. No **Subcontractor** shall be permitted to enter or perform any work on the **Site** unless approved.

17.6 Before entering into any subcontract hereunder, the **Contractor** shall provide the proposed **Subcontractor** with a complete copy of this document and inform the proposed **Subcontractor** fully and completely of all provisions and requirements of this **Contract** relating either directly or indirectly to the **Work** to be performed and the materials to be furnished under such subcontract, and every such

<sup>1</sup> 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](http://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](mailto:pip@fisa.nyc.gov).

**Subcontractor** shall expressly stipulate that all labor performed and materials furnished by the **Subcontractor** shall strictly comply with the requirements of this **Contract**.

17.7 Documents given to a prospective **Subcontractor** for the purpose of soliciting the **Subcontractor's** bid shall include either a copy of the bid cover or a separate information sheet setting forth the **Project** name, the **Contract** number (if available), the **Agency** (as noted in Article 2.1.6), and the **Project's** location.

17.8 The **Commissioner's** approval of a **Subcontractor** shall not relieve the **Contractor** of any of its responsibilities, duties, and liabilities hereunder. The **Contractor** shall be solely responsible to the **City** for the acts or defaults of its **Subcontractor** and of such **Subcontractor's** officers, agents, and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the **Contractor** to the extent of its subcontract.

17.9 If the **Subcontractor** fails to maintain the necessary facilities, skill, integrity, past experience, and financial resources (other than due to the **Contractor's** failure to make payments where required) to perform the **Work** in accordance with the terms and conditions of this **Contract**, the **Contractor** shall promptly notify the **Commissioner** and replace such **Subcontractor** with a newly approved **Subcontractor** in accordance with this Article 17.

17.10 The **Contractor** shall be responsible for ensuring that all **Subcontractors** performing **Work** at the **Site** maintain all insurance required by **Law**.

17.11 The **Contractor** shall promptly, upon request, file with the **Engineer** a conformed copy of the subcontract and its cost. The subcontract shall provide the following:

17.11.1 **Payment to Subcontractors:** The agreement between the **Contractor** and its **Subcontractor** shall contain the same terms and conditions as to method of payment for **Work**, labor, and materials, and as to retained percentages, as are contained in this **Contract**.

17.11.2 **Prevailing Rate of Wages:** The agreement between the **Contractor** and its **Subcontractor** shall include the prevailing wage rates and supplemental benefits to be paid in accordance with Labor Law Section 220.

17.11.3 Section 6-123 of the Administrative Code: Pursuant to the requirements of Section 6-123 of the Administrative Code, every agreement between the **Contractor** and a **Subcontractor** in excess of fifty thousand (\$50,000) dollars shall include a provision that the **Subcontractor** shall not engage in any unlawful discriminatory practice as defined in Title VIII of the Administrative Code (Section 8-101 *et seq.*).

17.11.4 All requirements required pursuant to federal and/or state grant agreement(s), if applicable to the **Work**.

17.12 The **Commissioner** may deduct from the amounts certified under this **Contract** to be due to the **Contractor**, the sum or sums due and owing from the **Contractor** to the **Subcontractors** according to the terms of the said subcontracts, and in case of dispute between the **Contractor** and its **Subcontractor**, or **Subcontractors**, as to the amount due and owing, the **Commissioner** may deduct and withhold from the amounts certified under this **Contract** to be due to the **Contractor** such sum or sums as may be claimed by such **Subcontractor**, or **Subcontractors**, in a sworn affidavit, to be due and owing until such time as such claim or claims shall have been finally resolved.

17.13 On contracts where performance bonds and payment bonds are executed, the **Contractor** shall include on each requisition for payment the following data: **Subcontractor's** name, value of the subcontract, total amount previously paid to **Subcontractor** for **Work** previously requisitioned, and the amount, including retainage, to be paid to the **Subcontractor** for **Work** included in the requisition.

17.14 On **Contracts** where performance bonds and payment bonds are not executed, the **Contractor** shall include with each requisition for payment submitted hereunder, a signed statement from each and every **Subcontractor** and/or **Materialman** for whom payment is requested in such requisition. Such signed statement shall be on the letterhead of the **Subcontractor** and/or **Materialman** for whom payment is requested and shall (i) verify that such **Subcontractor** and/or **Materialman** has been paid in full for all **Work** performed and/or material supplied to date, exclusive of any amount retained and any amount included on the current requisition, and (ii) state the total amount of retainage to date, exclusive of any amount retained on the current requisition.

#### **ARTICLE 18. ASSIGNMENTS**

18.1 The **Contractor** shall not assign, transfer, convey or otherwise dispose of this **Contract**, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise any of the monies due or to become due under this **Contract**, unless the previous written consent of the **Commissioner** shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.

18.2 Such assignment, transfer, conveyance or other disposition of this **Contract** shall not be valid until filed in the office of the **Commissioner** and the **Comptroller**, with the written consent of the **Commissioner** endorsed thereon or attached thereto.

18.3 Failure to obtain the previous written consent of the **Commissioner** to such an assignment, transfer, conveyance or other disposition, may result in the revocation and annulment of this **Contract**. The **City** shall thereupon be relieved and discharged from any further liability to the **Contractor**, its assignees, transferees or sublessees, who shall forfeit and lose all monies therefor earned under the **Contract**, except so much as may be required to pay the **Contractor's** employees.

18.4 The provisions of this clause shall not hinder, prevent, or affect an assignment by the **Contractor** for the benefit of its creditors made pursuant to the **Laws** of the State of New York.

18.5 This **Contract** may be assigned by the **City** to any corporation, agency or instrumentality having authority to accept such assignment.

### **CHAPTER V: CONTRACTOR'S SECURITY AND GUARANTEE**

#### **ARTICLE 19. SECURITY DEPOSIT**

19.1 If performance and payment bonds are required, the **City** shall retain the bid security to ensure that the successful bidder executes the **Contract** and furnishes the required payment and performance security within ten (10) **Days** after notice of the award of the **Contract**. If the successful bidder fails to execute the **Contract** and furnish the required payment and performance security, the **City** shall retain such bid security as set forth in the Information for Bidders. If the successful bidder executes the

**Contract** and furnishes the required payment and performance security, the **City** shall return the bid security within a reasonable time after the furnishing of such bonds and execution of the **Contract** by the **City**.

19.2 If performance and payment bonds are not required, the bid security shall be retained by the **City** as security for the **Contractor's** faithful performance of the **Contract**. If partial payments are provided, the bid security will be returned to the **Contractor** after the sum retained under Article 21 equals the amount of the bid security, subject to other provisions of this **Contract**. If partial payments are not provided, the bid security will be released when final payment is certified by the **City** for payment.

19.3 If the **Contractor** is declared in default under Article 48 prior to the return of the deposit, or if any claim is made such as referred to in Article 23, the amount of such deposit, or so much thereof as the **Comptroller** may deem necessary, may be retained and then applied by the **Comptroller**:

19.3.1 To compensate the **City** for any expense, loss or damage suffered or incurred by reason of or resulting from such default, including the cost of re-letting and liquidated damages; or

19.3.2 To indemnify the **City** against any and all claims.

#### **ARTICLE 20. PAYMENT GUARANTEE**

20.1 On **Contracts** where one hundred (100%) percent performance bonds and payment bonds are executed, this Article 20 does not apply.

20.2 In the event the terms of this **Contract** do not require the **Contractor** to provide a payment bond or where the **Contract** does not require a payment bond for one hundred (100%) percent of the **Contract** price, the **City** shall, in accordance with the terms of this Article 20, guarantee payment of all lawful claims for:

20.2.1 Wages and compensation for labor performed and/or services rendered; and

20.2.2 Materials, equipment, and supplies provided, whether incorporated into the **Work** or not, when demands have been filed with the **City** as provided hereinafter by any person, firm, or corporation which furnished labor, material, equipment, supplies, or any combination thereof, in connection with the **Work** performed hereunder (hereinafter referred to as the "beneficiary") at the direction of the **City** or the **Contractor**.

20.3 The provisions of Article 20.2 are subject to the following limitations and conditions:

20.3.1 If the **Contractor** provides a payment bond for a value that is less than one hundred (100%) percent of the value of the **Contract Work**, the payment bond provided by the **Contractor** shall be primary (and non-contributing) to the payment guarantee provided under this Article 20.

20.3.2 The guarantee is made for the benefit of all beneficiaries as defined in Article 20.2 provided that those beneficiaries strictly adhere to the terms and conditions of Article 20.3.4 and 20.3.5.

20.3.3 Nothing in this Article 20 shall prevent a beneficiary providing labor, services or material for the **Work** from suing the **Contractor** for any amounts due and owing the beneficiary by the **Contractor**.

20.3.4 Every person who has furnished labor or material, to the **Contractor** or to a **Subcontractor** of the **Contractor**, in the prosecution of the **Work** and who has not been paid in full therefor before the expiration of a period of ninety (90) **Days** after the date on which the last of the labor was performed or material was furnished by him/her for which the claim is made, shall have the right to sue on this payment guarantee in his/her own name for the amount, or the balance thereof, unpaid at the time of commencement of the action; provided, however, that a person having a direct contractual relationship with a **Subcontractor** of the **Contractor** but no contractual relationship express or implied with the **Contractor** shall not have a right of action upon the guarantee unless he/she shall have given written notice to the **Contractor** within one hundred twenty (120) **Days** from the date on which the last of the labor was performed or the last of the material was furnished, for which his/her claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or for whom the labor was performed. The notice shall be served by delivering the same personally to the **Contractor** or by mailing the same by registered mail, postage prepaid, in an envelope addressed to the **Contractor** at any place where it maintains an office or conducts its business; provided, however, that where such notice is actually received by the **Contractor** by other means, such notice shall be deemed sufficient.

20.3.5 Except as provided in Labor Law Section 220-g, no action on this payment guarantee shall be commenced after the expiration of the one-year limitations period set forth in Section 137(4)(b) of the State Finance Law.

20.3.6 The **Contractor** shall promptly forward to the **City** any notice or demand received pursuant to Article 20.3.4. The **Contractor** shall inform the **City** of any defenses to the notice or demand and shall forward to the **City** any documents the **City** requests concerning the notice or demand.

20.3.7 All demands made against the **City** by a beneficiary of this payment guarantee shall be presented to the **Engineer** along with all written documentation concerning the demand which the **Engineer** deems reasonably appropriate or necessary, which may include, but shall not be limited to: the subcontract; any invoices presented to the **Contractor** for payment; the notarized statement of the beneficiary that the demand is due and payable, that a request for payment has been made of the **Contractor** and that the demand has not been paid by the **Contractor** within the time allowed for such payment by the subcontract; and copies of any correspondence between the beneficiary and the **Contractor** concerning such demand. The **City** shall notify the **Contractor** that a demand has been made. The **Contractor** shall inform the **City** of any defenses to the demand and shall forward to the **City** any documents the **City** requests concerning the demand.

20.3.8 The **City** shall make payment only if, after considering all defenses presented by the **Contractor**, it determines that the payment is due and owing to the beneficiary making the demand.

20.3.9 No beneficiary shall be entitled to interest from the **City**, or to any other costs, including, but not limited to, attorneys' fees, except to the extent required by State Finance Law Section 137.

20.4 Upon the receipt by the **City** of a demand pursuant to this Article 20, the **City** may withhold from any payment otherwise due and owing to the **Contractor** under this **Contract** an amount sufficient to satisfy the demand.

20.4.1 In the event the **City** determines that the demand is valid, the **City** shall notify the **Contractor** of such determination and the amount thereof and direct the **Contractor** to immediately pay such amount to the beneficiary. In the event the **Contractor**, within seven (7) **Days** of receipt of such notification from the **City**, fails to pay the beneficiary, such failure shall constitute an automatic and irrevocable assignment of payment by the **Contractor** to the beneficiary for the amount of the demand determined by the **City** to be valid. The **Contractor**, without further notification or other process, hereby gives its unconditional consent to such assignment of payment to the beneficiary and authorizes the **City**, on its behalf, to take all necessary actions to implement such assignment of payment, including without limitation the execution of any instrument or documentation necessary to effectuate such assignment.

20.4.2 In the event that the amount otherwise due and owing to the **Contractor** by the **City** is insufficient to satisfy such demand, the **City** may, at its option, require payment from the **Contractor** of an amount sufficient to cover such demand and exercise any other right to require or recover payment which the **City** may have under **Law** or **Contract**.

20.4.3 In the event the **City** determines that the demand is invalid, any amount withheld pending the **City's** review of such demand shall be paid to the **Contractor**; provided, however, no lien has been filed. In the event a claim or an action has been filed, the terms and conditions set forth in Article 23 shall apply. In the event a lien has been filed, the parties will be governed by the provisions of the Lien Law of the State of New York.

20.5 The provisions of this Article 20 shall not prevent the **City** and the **Contractor** from resolving disputes in accordance with the **PPB** Rules, where applicable.

20.6 In the event the **City** determines that the beneficiary is entitled to payment pursuant to this Article 20, such determination and any defenses and counterclaims raised by the **Contractor** shall be taken into account in evaluating the **Contractor's** performance.

20.7 Nothing in this Article 20 shall relieve the **Contractor** of the obligation to pay the claims of all persons with valid and lawful claims against the **Contractor** relating to the **Work**.

20.8 The **Contractor** shall not require any performance, payment or other bonds of any **Subcontractor** if this **Contract** does not require such bonds of the **Contractor**.

20.9 The payment guarantee made pursuant to this Article 20 shall be construed in a manner consistent with Section 137 of the State Finance Law and shall afford to persons furnishing labor or materials to the **Contractor** or its **Subcontractors** in the prosecution of the **Work** under this **Contract** all of the rights and remedies afforded to such persons by such section, including but not limited to, the right to commence an action against the **City** on the payment guarantee provided by this Article 20 within the one-year limitations period set forth in Section 137(4)(b).

#### **ARTICLE 21. RETAINED PERCENTAGE**

21.1 If this **Contract** requires one hundred (100%) percent performance and payment security, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and



retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.2 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded does not exceed one million (\$1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.3 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded exceeds one million (\$1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, up to ten (10%) percent of the value of **Work** certified for payment in each partial payment voucher. The percentage to be retained is set forth in Schedule A of the General Conditions.

## ARTICLE 22. INSURANCE

22.1 Types of Insurance: The **Contractor** shall procure and maintain the following types of insurance if, and as indicated, in Schedule A of the General Conditions (with the minimum limits and special conditions specified in Schedule A). Such insurance shall be maintained from the date the **Contractor** is required to provide Proof of Insurance pursuant to Article 22.3.1 through the date of completion of all required **Work** (including punch list work as certified in writing by the **Resident Engineer**), except for insurance required pursuant to Article 22.1.4, which may terminate upon **Substantial Completion** of the **Contract**. All insurance shall meet the requirements set forth in this Article 22. Wherever this Article requires that insurance coverage be "at least as broad" as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the **Contractor** can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

22.1.1 Commercial General Liability Insurance: The **Contractor** shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this **Contract**. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance Services Office ("ISO") Form CG 0001. Such insurance shall be "occurrence" based rather than "claims-made" and include, without limitation, the following types of coverage: premises operations; products and completed operations; contractual liability (including the tort liability of another assumed in a contract); broad form property damage; independent contractors; explosion, collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a "per project" aggregate limit, as specified in Schedule A, that applies separately to operations under this **Contract**.

22.1.1(a) Such Commercial General Liability Insurance shall name the **City** as an Additional Insured. Coverage for the **City** shall specifically include the **City's** officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10 and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.

22.1.1(b) Such Commercial General Liability Insurance shall name all other entities designated as additional insureds in Schedule A but only for claims arising from the

**Contractor's operations under this Contract, with coverage at least as broad as the latest edition of ISO Form CG 20 26.**

22.1.1(c) If the **Work** requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08 or greater limits required by the Agency in accordance with Schedule A. If the **Work** does not require such a permit, the minimum limits shall be those provided for in Schedule A.

22.1.1(d) If any of the **Work** includes repair of a waterborne vessel owned by or to be delivered to the **City**, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer's Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the **City**.

22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The **Contractor** shall provide, and shall cause its **Subcontractors** to provide, Workers Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the **Laws** of the State of New York on behalf of all employees providing services under this **Contract** (except for those employees, if any, for which the **Laws** require insurance only pursuant to Article 22.1.3).

22.1.3 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A of the General Conditions or if required by **Law**, the **Contractor** shall provide insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this **Contract**.

22.1.4 Builders Risk Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall provide Builders Risk Insurance on a completed value form for the total value of the **Work** through **Substantial Completion** of the **Work** in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the **Commissioner**, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the **Work**, as well as temporary structures at the **Site**, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the **Site**, in transit or in temporary storage. Policies shall name the **Contractor** as Named Insured and list the **City** as both an Additional Insured and a Loss Payee as its interest may appear.

22.1.4(a) Policies of such insurance shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company.

22.1.4(b) Such insurance may be provided through an Installation Floater, at the **Contractor's** option, if it otherwise conforms with the requirements of this Article 22.1.4.

22.1.5 Commercial Automobile Liability Insurance: The **Contractor** shall provide Commercial Automobile Liability Insurance for liability arising out of ownership,

maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this **Contract**. Coverage shall be at least as broad as the latest edition of ISO Form CA0001. If vehicles are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

22.1.6 **Contractors Pollution Liability Insurance:** If specified in Schedule A of the General Conditions, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under this **Contract**. Such insurance shall be in the **Contractor's** name and list the **City** as an Additional Insured and any other entity specified in Schedule A. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non-owned disposal sites.

22.1.6(a) Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees and be at least as broad as provided to the **Contractor** for this **Project**.

22.1.6(b) If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this **Contract**, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the **Work** under this **Contract** is completed.

22.1.7 **Marine Insurance:**

22.1.7(a) **Marine Protection and Indemnity Insurance:** If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Marine Protection and Indemnity Insurance with coverage at least as broad as Form SP-23. The insurance shall provide coverage for the **Contractor** or **Subcontractor** (whichever is doing this **Work**) and for the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured for bodily injury and property damage arising from marine operations under this **Contract**. Coverage shall include, without limitation, injury or death of crew members (if not fully provided through other insurance), removal of wreck, damage to piers, wharves and other fixed or floating objects and loss of or damage to any other vessel or craft, or to property on such other vessel or craft.

22.1.7(b) **Hull and Machinery Insurance:** If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Hull and Machinery Insurance with coverage for the **Contractor** or **Subcontractor** (whichever is doing this **Work**) and for the **City** (together with its officials and employees) as Additional Insured at least as broad as the latest edition of American Institute Tug Form for all tugs used under this

**Contract** and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.

22.1.7(c) **Marine Pollution Liability Insurance:** If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such Work to maintain, Marine Pollution Liability Insurance covering itself (or the Subcontractor doing such Work) as Named Insured and the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured. Coverage shall be at least as broad as that provided by the latest edition of Water Quality Insurance Syndicate Form and include, without limitation, liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources.

22.1.8 The **Contractor** shall provide such other types of insurance, at such minimum limits and with such conditions, as are specified in Schedule A of the General Conditions.

## 22.2 General Requirements for Insurance Coverage and Policies:

22.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the **City Corporation Counsel**.

22.2.2 The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the **City** is an insured under the policy.

22.2.3 In his/her sole discretion, the **Commissioner** may, subject to the approval of the **Comptroller** and the **City Corporation Counsel**, accept Letters of Credit and/or custodial accounts in lieu of required insurance.

22.2.4 The **City's** limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the **Contractor** as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

22.2.5 The **Contractor** may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the **City**.

## 22.3 Proof of Insurance:

22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the **Contractor** shall file proof of insurance in accordance with this Article 22.3 within ten (10) **Days** of award. For insurance

provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the **Commissioner** or ten (10) **Days** prior to the commencement of the portion of the **Work** covered by such policy, whichever is earlier.

22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the **Contractor** shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the **Contractor** shall submit DB-120.1 - Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. ACORD forms are not acceptable.

22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the **Contractor** shall submit one or more Certificates of Insurance on forms acceptable to the **Commissioner**. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the **City** and any other entity specified in Schedule A is an Additional Insured thereunder; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the **City** is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the **Contract** by the **City**. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Insurance Broker or Agent" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

22.3.4 Documentation confirming renewals of insurance shall be submitted to the **Commissioner** prior to the expiration date of coverage of policies required under this **Contract**. Such proofs of insurance shall comply with the requirements of Articles 22.3.2 and 22.3.3.

22.3.5 The **Contractor** shall be obligated to provide the **City** with a copy of any policy of insurance provided pursuant to this Article 22 upon the demand for such policy by the **Commissioner** or the **City Corporation Counsel**.

#### 22.4 Operations of the **Contractor**:

22.4.1 The **Contractor** shall not commence the **Work** unless and until all required certificates have been submitted to and accepted by the **Commissioner**. Acceptance by the **Commissioner** of a certificate does not excuse the **Contractor** from securing insurance consistent with all provisions of this Article 22 or of any liability arising from its failure to do so.

22.4.2 The **Contractor** shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this **Contract** and shall be authorized to perform **Work** only during the effective period of all required coverage.

22.4.3 In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the **Contractor** shall immediately stop all **Work**, and shall not recommence **Work** until authorized in writing to do so by the **Commissioner**. Upon quitting the **Site**, except as otherwise directed by the **Commissioner**, the **Contractor** shall leave all plant, materials, equipment, tools, and supplies on the **Site**. **Contract** time shall continue to run during such periods and no extensions of time will be granted. The **Commissioner** may also declare the **Contractor** in default for failure to maintain required insurance.

22.4.4 In the event the **Contractor** receives notice, from an insurance company or other person, that any insurance policy required under this Article 22 shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the **Contractor** shall immediately forward a copy of such notice to both the **Commissioner** and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, the **Contractor** shall ensure that there is no interruption in any of the insurance coverage required under this Article 22.

22.4.5 Where notice of loss, damage, occurrence, accident, claim or suit is required under an insurance policy maintained in accordance with this Article 22, the **Contractor** shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this **Contract** (including notice to Commercial General Liability insurance carriers for events relating to the **Contractor's** own employees) no later than 20 days after such event. For any policy where the **City** is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The **Contractor** shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

22.4.6 In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article 22, the **Contractor** shall at all times fully cooperate with the **City** with regard to such potential or actual claim.

22.5 **Subcontractor Insurance:** In the event the **Contractor** requires any **Subcontractor** to procure insurance with regard to any operations under this **Contract** and requires such **Subcontractor** to name the **Contractor** as an **Additional Insured** thereunder, the **Contractor** shall ensure that the **Subcontractor** name the **City**, including its officials and employees, as an **Additional Insured** with coverage at least as broad as the most recent edition of ISO Form CG 20 26.

22.6 Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Schedule A of the General Conditions. In the event no address is set forth in Schedule A, such documents are to be sent to the **Commissioner's** address as provided elsewhere in this **Contract**.

22.7 Apart from damages or losses covered by insurance provided pursuant to Articles 22.1.2, 22.1.3, or 22.1.5, the **Contractor** waives all rights against the **City**, including its officials and employees, for any damages or losses that are covered under any insurance required under this Article 22 (whether or

not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the **Contractor** and/or its employees, agents, or **Subcontractors**.

22.8 In the event the **Contractor** utilizes a self-insurance program to satisfy any of the requirements of this Article 22, the **Contractor** shall ensure that any such self-insurance program provides the **City** with all rights that would be provided by traditional insurance under this Article 22, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.

22.9 Materiality/Non-Waiver: The **Contractor's** failure to secure policies in complete conformity with this Article 22, or to give an insurance company timely notice of any sort required in this **Contract** or to do anything else required by this Article 22 shall constitute a material breach of this **Contract**. Such breach shall not be waived or otherwise excused by any action or inaction by the **City** at any time.

22.10 Pursuant to General Municipal Law Section 108, this **Contract** shall be void and of no effect unless **Contractor** maintains Workers' Compensation Insurance for the term of this **Contract** to the extent required and in compliance with the New York State Workers' Compensation Law.

22.11 Other Remedies: Insurance coverage provided pursuant to this Article 22 or otherwise shall not relieve the **Contractor** of any liability under this **Contract**, nor shall it preclude the **City** from exercising any rights or taking such other actions available to it under any other provisions of this **Contract** or Law.

### **ARTICLE 23. MONEY RETAINED AGAINST CLAIMS**

23.1 If any claim shall be made by any person or entity (including **Other Contractors** with the **City** on this **Project**) against the **City** or against the **Contractor** and the **City** for any of the following:

(a) An alleged loss, damage, injury, theft or vandalism of any of the kinds referred to in Articles 7 and 12, plus the reasonable costs of defending the **City**, which in the opinion of the **Comptroller** may not be paid by an insurance company (for any reason whatsoever); or

(b) An infringement of copyrights, patents or use of patented articles, tools, etc., as referred to in Article 57; or

(c) Damage claimed to have been caused directly or indirectly by the failure of the **Contractor** to perform the **Work** in strict accordance with this **Contract**,

the amount of such claim, or so much thereof as the **Comptroller** may deem necessary, may be withheld by the **Comptroller**, as security against such claim, from any money due hereunder. The **Comptroller**, in his/her discretion, may permit the **Contractor** to substitute other satisfactory security in lieu of the monies so withheld.

23.2 If an action on such claim is timely commenced and the liability of the **City**, or the **Contractor**, or both, shall have been established therein by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the **Contractor** to be valid, the **Comptroller** shall pay such judgment or admitted claim out of the monies retained by the **Comptroller** under the provisions of this Article 23, and return the balance, if any, without interest, to the **Contractor**.

## ARTICLE 24. MAINTENANCE AND GUARANTY

24.1 The **Contractor** shall promptly repair, replace, restore or rebuild, as the **Commissioner** may determine, any finished **Work** in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of **Substantial Completion** (or use and occupancy in accordance with Article 16), except where other periods of maintenance and guaranty are provided for in Schedule A.

24.2 As security for the faithful performance of its obligations hereunder, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Commissioner** a sum equal to one (1%) percent of the price (or the amount fixed in Schedule A of the General Conditions) in cash or certified check upon a state or national bank and trust company or a check of such bank and trust company signed by a duly authorized officer thereof and drawn to the order of the **Comptroller**, or obligations of the **City**, which the **Comptroller** may approve as of equal value with the sum so required.

24.3 In lieu of the above, the **Contractor** may make such security payment to the **City** by authorizing the **Commissioner** in writing to deduct the amount from the **Substantial Completion** payment which shall be deemed the deposit required above.

24.4 If the **Contractor** has faithfully performed all of its obligations hereunder the **Commissioner** shall so certify to the **Comptroller** within five (5) **Days** after the expiration of one (1) year from the date of **Substantial Completion** and acceptance of the **Work** or within thirty (30) **Days** after the expiration of the guarantee period fixed in the **Specifications**. The security payment shall be repaid to the **Contractor** without interest within thirty (30) **Days** after certification by the **Commissioner** to the **Comptroller** that the **Contractor** has faithfully performed all of its obligations hereunder.

24.5 Notice by the **Commissioner** to the **Contractor** to repair, replace, rebuild or restore such defective or damaged **Work** shall be timely, pursuant to this article, if given not later than ten (10) **Days** subsequent to the expiration of the one (1) year period or other periods provided for herein.

24.6 If the **Contractor** shall fail to repair, replace, rebuild or restore such defective or damaged **Work** promptly after receiving such notice, the **Commissioner** shall have the right to have the **Work** done by others in the same manner as provided for in the completion of a defaulted **Contract**, under Article 51.

24.7 If the security payment so deposited is insufficient to cover the cost of such **Work**, the **Contractor** shall be liable to pay such deficiency on demand by the **Commissioner**.

24.8 The **Engineer's** certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective **Work** when performed by one other than the **Contractor**, shall be binding and conclusive upon the **Contractor** as to the amount thereof.

24.9 The **Contractor** shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by this **Contract** in the name of the **City** and shall deliver same to the **Commissioner**. All of the **City's** rights and title and interest in and to said manufacturers' warranties and guaranties may be assigned by the **City** to any subsequent purchasers of such equipment and materials or lessees of the premises into which the equipment and materials have been installed.



## CHAPTER VI: CHANGES, EXTRA WORK, AND DOCUMENTATION OF CLAIM

### ARTICLE 25. CHANGES

25.1 Changes may be made to this **Contract** only as duly authorized in writing by the **Commissioner** in accordance with the **Law** and this **Contract**. All such changes, modifications, and amendments will become a part of the **Contract**. **Work** so ordered shall be performed by the **Contractor**.

25.2 **Contract** changes will be made only for **Work** necessary to complete the **Work** included in the original scope of the **Contract** and/or for non-material changes to the scope of the **Contract**. Changes are not permitted for any material alteration in the scope of **Work** in the **Contract**.

25.3 The **Contractor** shall be entitled to a price adjustment for **Extra Work** performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the following ways:

25.3.1 By applicable unit prices specified in the **Contract**; and/or

25.3.2 By agreement of a fixed price; and/or

25.3.3 By time and material records; and/or

25.3.4 In any other manner approved by the **CCPO**.

25.4 All payments for change orders are subject to pre-audit by the **Engineering Audit Officer** and may be post-audited by the **Comptroller** and/or the **Agency**.

### ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

26.1 **Overrun of Unit Price Item**: An overrun is any quantity of a unit price item which the **Contractor** is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.

26.1.1 For any unit price item, the **Contractor** will be paid at the unit price bid for any quantity up to one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule. If during the progress of the **Work**, the actual quantity of any unit price item required to complete the **Work** approaches the estimated quantity for that item, and for any reason it appears that the actual quantity of any unit price item necessary to complete the **Work** will exceed the estimated quantity for that item by twenty-five (25%) percent, the **Contractor** shall immediately notify the **Engineer** of such anticipated overrun. The **Contractor** shall not be compensated for any quantity of a unit price item provided which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule without written authorization from the **Engineer**.

26.1.2 If the actual quantity of any unit price item necessary to complete the **Work** will exceed one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule, the **City** reserves the right and the **Contractor** agrees to negotiate a new unit price for such item. In no event shall such negotiated new unit price exceed the unit bid price. If the **City** and **Contractor** cannot agree on a new unit price, then the **City** shall order the **Contractor** and the **Contractor** agrees to provide additional quantities of

the item on the basis of time and material records for the actual and reasonable cost as determined under Article 26.2, but in no event at a unit price exceeding the unit price bid.

26.2 **Extra Work:** For **Extra Work** where payment is by agreement on a fixed price in accordance with Article 25.3.2, the price to be paid for such **Extra Work** shall be based on the fair and reasonable estimated cost of the items set forth below. For **Extra Work** where payment is based on time and material records in accordance with Article 25.3.3, the price to be paid for such **Extra Work** shall be the actual and reasonable cost of the items set forth below, calculated in accordance with the formula specified therein, if any.

26.2.1 Necessary materials (including transportation to the **Site**); plus

26.2.2 Necessary direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits; plus

26.2.3 Sales and personal property taxes, if any, required to be paid on materials not incorporated into such **Extra Work**; plus

26.2.4 Reasonable rental value of **Contractor**-owned (or **Subcontractor**-owned, as applicable), necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour:  $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$ . Reasonable rental value is defined as the lower of either seventy-five percent of the monthly prorated rental rates established in "The AED Green Book, Rental Rates and Specifications for Construction Equipment" published by Equipment Watch (the "Green Book"), or seventy-five percent of the monthly prorated rental rates established in the "Rental Rate Blue Book for Construction Equipment" published by Equipment Watch (the "Blue Book") (the applicable Blue Book rate being for rental only without the addition of any operational costs listed in the Blue Book). The reasonable rental value is deemed to be inclusive of all operating costs except for fuel/energy consumption and equipment operator's wages/costs. For multiple shift utilization, reimbursement shall be calculated as follows: first shift shall be seventy-five (75%) percent of such rental rates; second shift shall be sixty (60%) percent of the first shift rate; and third shift shall be forty (40%) percent of the first shift rate. Equipment on standby shall be reimbursed at one-third (1/3) the prorated monthly rental rate. **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment includes equipment from rental companies affiliated with or controlled by the **Contractor** (or **Subcontractor**, as applicable), as determined by the **Commissioner**. In establishing cost reimbursement for non-operating **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment (scaffolding, sheeting systems, road plates, etc.), the **City** may restrict reimbursement to a purchase-salvage/life cycle basis if less than the computed rental costs; plus

26.2.5 Necessary installation and dismantling of such plant and equipment, including transportation to and from the **Site**, if any, provided that, in the case of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) equipment rented from a third party, the cost of installation and dismantling are not allowable if such costs are included in the rental rate; plus

26.2.6 Necessary fees charged by governmental entities; plus

26.2.7 Necessary construction-related service fees charged by non-governmental entities, such as landfill tipping fees; plus

26.2.8 Reasonable rental costs of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per hour of operation:  $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$ . In lieu of renting, the **City** reserves the right to direct the purchase of non-operating equipment (scaffolding, sheeting systems, road plates, etc.), with payment on a purchase-salvage/life cycle basis, if less than the projected rental costs; plus

26.2.9 Workers' Compensation Insurance, and any insurance coverage expressly required by the **City** for the performance of the **Extra Work** which is different than the types of insurance required by Article 22 and Schedule A of the General Conditions. The cost of Workers' Compensation Insurance is subject to applicable payroll limitation caps and shall be based upon the carrier's Manual Rate for such insurance derived from the applicable class Loss Cost ("LC") and carrier's Lost Cost Multiplier ("LCM") approved by the New York State Department of Financial Services, and with the exception of experience rating, rate modifiers as promulgated by the New York Compensation Insurance Rating Board ("NYCIRB"); plus

26.2.10 Additional costs incurred as a result of the **Extra Work** for performance and payment bonds; plus

26.2.11 Twelve percent (12%) percent of the total of items in Articles 26.2.1 through 26.2.5 as compensation for overhead, except that no percentage for overhead will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes. Overhead shall include without limitation, all costs and expenses in connection with administration, management superintendence, small tools, and insurance required by Schedule A of the General Conditions other than Workers' Compensation Insurance; plus

26.2.12 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus the items in Article 26.2.11, as compensation for profit, except that no percentage for profit will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes; plus

26.2.13 Five (5%) percent of the total of items in Articles 26.2.6 through 26.2.10 as compensation for overhead and profit.

26.3 Where the **Extra Work** is performed in whole or in part by other than the **Contractor's** own forces pursuant to Article 26.2, the **Contractor** shall be paid, subject to pre-audit by the **Engineering Audit Officer**, the cost of such **Work** computed in accordance with Article 26.2 above, plus an additional allowance of five (5%) percent to cover the **Contractor's** overhead and profit.

26.4 Where a change is ordered, involving both **Extra Work** and omitted or reduced **Contract Work**, the **Contract** price shall be adjusted, subject to pre-audit by the **EAO**, in an amount based on the difference between the cost of such **Extra Work** and of the omitted or reduced **Work**.

26.5 Where the **Contractor** and the **Commissioner** can agree upon a fixed price for **Extra Work** in accordance with Article 25.3.2 or another method of payment for **Extra Work** in accordance with

Article 25.3.4, or for **Extra Work** ordered in connection with omitted **Work**, such method, subject to pre-audit by the **EAO**, may, at the option of the **Commissioner**, be substituted for the cost plus a percentage method provided in Article 26.2; provided, however, that if the **Extra Work** is performed by a **Subcontractor**, the **Contractor** shall not be entitled to receive more than an additional allowance of five (5%) percent for overhead and profit over the cost of such **Subcontractor's Work** as computed in accordance with Article 26.2.

## ARTICLE 27. RESOLUTION OF DISPUTES

27.1 All disputes between the **City** and the **Contractor** of the kind delineated in this Article 27.1 that arise under, or by virtue of, this **Contract** shall be finally resolved in accordance with the provisions of this Article 27 and the **PPB Rules**. This procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

27.1.1 This Article 27 shall not apply to disputes concerning matters dealt with in other sections of the **PPB Rules**, or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

27.1.2 This Article 27 shall apply only to disputes about the scope of **Work** delineated by the **Contract**, the interpretation of **Contract** documents, the amount to be paid for **Extra Work** or disputed work performed in connection with the **Contract**, the conformity of the **Contractor's Work** to the **Contract**, and the acceptability and quality of the **Contractor's Work**; such disputes arise when the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** makes a determination with which the **Contractor** disagrees.

27.2 All determinations required by this Article 27 shall be made in writing clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Article 27 shall be deemed a non-determination without prejudice that will allow application to the next level.

27.3 During such time as any dispute is being presented, heard, and considered pursuant to this Article 27, the **Contract** terms shall remain in force and the **Contractor** shall continue to perform **Work** as directed by the **ACCO** or the **Engineer**. Failure of the **Contractor** to continue **Work** as directed shall constitute a waiver by the **Contractor** of its claim.

### 27.4 Presentation of Disputes to Commissioner.

Notice of Dispute and Agency Response. The **Contractor** shall present its dispute in writing ("Notice of Dispute") to the **Commissioner** within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the **Contract**. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the **Contractor** relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the **Contractor** in the dispute was arrived at. Within thirty (30) Days after receipt of the detailed written submission comprising the complete Notice of Dispute, the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** shall submit to the **Commissioner** all materials he or she deems pertinent to the dispute. Following initial submissions to the **Commissioner**, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise

protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the **Commissioner** whose decision shall be final. Willful failure of the **Contractor** to produce any requested material whose relevancy the **Contractor** has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the **Contractor** of its claim.

27.4.1 **Commissioner Inquiry.** The **Commissioner** shall examine the material and may, in his or her discretion, convene an informal conference with the **Contractor**, the **ACCO**, and the **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner** to resolve the issue by mutual consent prior to reaching a determination. The **Commissioner** may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The **Commissioner's** ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the **Commissioner** participated therein. The **Commissioner** may or, at the request of any party to the dispute, shall compel the participation of any **Other Contractor** with a contract related to the **Work** of this **Contract**, and that **Contractor** shall be bound by the decision of the **Commissioner**. Any **Other Contractor** thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Article 27 as the **Contractor** initiating the dispute.

27.4.2 **Commissioner Determination.** Within thirty (30) **Days** after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the **Commissioner** shall make his or her determination and shall deliver or send a copy of such determination to the **Contractor**, the **ACCO**, and **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner**, as applicable, together with a statement concerning how the decision may be appealed.

27.4.3 **Finality of Commissioner's Decision.** The **Commissioner's** decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board pursuant to this Article 27. The **City** may not take a petition to the Contract Dispute Resolution Board. However, should the **Contractor** take such a petition, the **City** may seek, and the Contract Dispute Resolution Board may render, a determination less favorable to the **Contractor** and more favorable to the **City** than the decision of the **Commissioner**.

27.5 **Presentation of Dispute to the Comptroller.** Before any dispute may be brought by the **Contractor** to the Contract Dispute Resolution Board, the **Contractor** must first present its claim to the **Comptroller** for his or her review, investigation, and possible adjustment.

27.5.1 **Time, Form, and Content of Notice.** Within thirty (30) **Days** of its receipt of a decision by the **Commissioner**, the **Contractor** shall submit to the **Comptroller** and to the **Commissioner** a Notice of Claim regarding its dispute with the **Agency**. The Notice of Claim shall consist of (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written decision of the **Commissioner**; and (iii) a copy of all materials submitted by the **Contractor** to the **Agency**, including the Notice of Dispute. The **Contractor** may not present to the **Comptroller** any material not presented to the **Commissioner**, except at the request of the **Comptroller**.

27.5.2 **Response.** Within thirty (30) **Days** of receipt of the Notice of Claim, the **Agency** shall make available to the **Comptroller** a copy of all material submitted by the **Agency** to the **Commissioner** in connection with the dispute. The **Agency** may not present to the **Comptroller** any material not presented to the **Commissioner** except at the request of the **Comptroller**.

27.5.3 **Comptroller Investigation.** The **Comptroller** may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Sections 7-201 and 7-203 of the Administrative Code. In addition, the **Comptroller** may demand of either party, and such party shall provide, whatever additional material the **Comptroller** deems pertinent to the claim, including original business records of the **Contractor**. Willful failure of the **Contractor** to produce within fifteen (15) **Days** any material requested by the **Comptroller** shall constitute a waiver by the **Contractor** of its claim. The **Comptroller** may also schedule an informal conference to be attended by the **Contractor**, **Agency** representatives, and any other personnel desired by the **Comptroller**.

27.5.4 **Opportunity of Comptroller to Compromise or Adjust Claim.** The **Comptroller** shall have forty-five (45) **Days** from his or her receipt of all materials referred to in Article 27.5.3 to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the **Contractor** and the **Comptroller**, to a maximum of ninety (90) **Days** from the **Comptroller's** receipt of all materials. The **Contractor** may not present its petition to the Contract Dispute Resolution Board until the period for investigation and compromise delineated in this Article 27.5.4 has expired. In compromising or adjusting any claim hereunder, the **Comptroller** may not revise or disregard the terms of the **Contract** between the parties.

27.6 **Contract Dispute Resolution Board.** There shall be a Contract Dispute Resolution Board composed of:

27.6.1 The chief administrative law judge of the Office of Administrative Trials and Hearings (OATH) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Article 27 as may be necessary in the execution of the Contract Dispute Resolution Board's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

27.6.2 The **CCPO** or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

27.6.3 A person with appropriate expertise who is not an employee of the **City**. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH with appropriate background to act as decision-makers in a dispute. Such individual may not have a contract or dispute with the **City** or be an officer or employee of any company or organization that does, or regularly represents persons, companies, or organizations having disputes with the **City**.

27.7 **Petition to the Contract Dispute Resolution Board.** In the event the claim has not been settled or adjusted by the **Comptroller** within the period provided in this Article 27, the **Contractor**,

within thirty (30) Days thereafter, may petition the Contract Dispute Resolution Board to review the **Commissioner's** determination.

27.7.1 **Form and Content of Petition by Contractor.** The **Contractor** shall present its dispute to the Contract Dispute Resolution Board in the form of a petition, which shall include (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written Decision of the **Commissioner**, (iii) copies of all materials submitted by the **Contractor** to the Agency; (iv) a copy of the written decision of the **Comptroller**, if any, and (v) copies of all correspondence with, or written material submitted by the **Contractor**, to the **Comptroller**. The **Contractor** shall concurrently submit four (4) complete sets of the Petition: one set to the City Corporation Counsel (Attn: Commercial and Real Estate Litigation Division) and three (3) sets to the Contract Dispute Resolution Board at OATH's offices with proof of service on the City Corporation Counsel. In addition, the **Contractor** shall submit a copy of the written statement of the substance of the dispute, cited in (i) above, to both the **Commissioner** and the **Comptroller**.

27.7.2 **Agency Response.** Within thirty (30) Days of its receipt of the Petition by the City Corporation Counsel, the **Agency** shall respond to the brief written statement of the **Contractor** and make available to the Contract Dispute Resolution Board all material it submitted to the **Commissioner** and **Comptroller**. Three (3) complete copies of the **Agency** response shall be provided to the Contract Dispute Resolution Board and one to the **Contractor**. Extensions of time for submittal of the **Agency** response shall be given as necessary upon a showing of good cause or, upon consent of the parties, for an initial period of up to thirty (30) Days.

27.7.3 **Further Proceedings.** The Contract Dispute Resolution Board shall permit the **Contractor** to present its case by submission of memoranda, briefs, and oral argument. The Contract Dispute Resolution Board shall also permit the **Agency** to present its case in response to the **Contractor** by submission of memoranda, briefs, and oral argument. If requested by the City Corporation Counsel, the **Comptroller** shall provide reasonable assistance in the preparation of the **Agency's** case. Neither the **Contractor** nor the **Agency** may support its case with any documentation or other material that was not considered by the **Comptroller**, unless requested by the Contract Dispute Resolution Board. The Contract Dispute Resolution Board, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The Contract Dispute Resolution Board, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

27.7.4 **Contract Dispute Resolution Board Determination.** Within forty-five (45) Days of the conclusion of all written submissions and oral arguments, the Contract Dispute Resolution Board shall render a written decision resolving the dispute. In an unusually complex case, the Contract Dispute Resolution Board may render its decision in a longer period, not to exceed ninety (90) Days, and shall so advise the parties at the commencement of this period. The Contract Dispute Resolution Board's decision must be consistent with the terms of the **Contract**. Decisions of the Contract Dispute Resolution Board shall only resolve matters before the Contract Dispute Resolution Board and shall not have precedential effect with respect to matters not before the Contract Dispute Resolution Board.

27.7.5 Notification of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board shall send a copy of its decision to the **Contractor**, the **ACCO**, the **Engineer**, the **Comptroller**, the **City Corporation Counsel**, the **CCPO**, and the **PPB**. A decision in favor of the **Contractor** shall be subject to the prompt payment provisions of the **PPB Rules**. The Required Payment Date shall be thirty (30) Days after the date the parties are formally notified of the Contract Dispute Resolution Board's decision.

27.7.6 Finality of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board's decision shall be final and binding on all parties. Any party may seek review of the Contract Dispute Resolution Board's decision solely in the form of a challenge, filed within four (4) months of the date of the Contract Dispute Resolution Board's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the Contract Dispute Resolution Board's decision was made in violation of lawful procedure, was affected by an error of **Law**, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the Contract Dispute Resolution Board in accordance with this Article 27.

27.8 Any termination, cancellation, or alleged breach of the **Contract** prior to or during the pendency of any proceedings pursuant to this Article 27 shall not affect or impair the ability of the **Commissioner** or Contract Dispute Resolution Board to make a binding and final decision pursuant to this Article 27.

#### **ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR WORK ON A TIME & MATERIALS BASIS**

28.1 While the **Contractor** or any of its **Subcontractors** is performing **Work** on a time and material basis or **Extra Work** on a time and material basis ordered by the **Commissioner** under Article 25, or where the **Contractor** believes that it or any of its **Subcontractors** is performing **Extra Work** but a final determination by **Agency** has not been made, or the **Contractor** or any of its **Subcontractors** is performing disputed **Work** (whether on or off the **Site**), or complying with a determination or order under protest in accordance with Articles 11, 27, and 30, in each such case the **Contractor** shall furnish the **Resident Engineer** daily with three (3) copies of written statements signed by the **Contractor's** representative at the **Site** showing:

28.1.1 The name, trade, and number of each worker employed on such **Work** or engaged in complying with such determination or order, the number of hours employed, and the character of the **Work** each is doing; and

28.1.2 The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such **Work** or compliance with such determination or order, and from whom purchased or rented.

28.2 A copy of such statement will be countersigned by the **Resident Engineer**, noting thereon any items not agreed to or questioned, and will be returned to the **Contractor** within two (2) **Days** after submission.

28.3 The **Contractor** and its **Subcontractors**, when required by the **Commissioner**, or the **Comptroller**, shall also produce for inspection, at the office of the **Contractor** or **Subcontractor**, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports,



and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such **Work**, or in complying with such determination or order, and the amounts expended therefor, and shall permit the **Commissioner** and the **Comptroller** to make such extracts therefrom, or copies thereof, as they or either of them may desire.

28.4 In connection with the examination provided for herein, the **Commissioner**, upon demand therefor, will produce for inspection by the **Contractor** such records as the **Agency** may have with respect to such **Extra Work** or disputed **Work** performed under protest pursuant to order of the **Commissioner**, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the **Contractor's** claim.

28.5 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such **Work** or compliance with such determination or order.

### **ARTICLE 29. OMITTED WORK**

29.1 If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Commissioner** pursuant to Article 33, the **Contract** price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work** omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.

29.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in Article 29.4.

29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to Article 29.4.

29.4 In the event the **Contractor**, with respect to any omitted **Work**, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated into the **Work**, the **Contractor** shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **City**.

29.5 The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted **Work**.

### **ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS**

30.1 If the **Contractor** shall claim to be sustaining damages by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter to the extent additional damages are being incurred for the same condition, verified statements of the details and the amounts of such

damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to strictly comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action or dispute resolution procedure arising under or by reason of this **Contract** shall not be different from or in excess of the statements and documentation made pursuant to this Article 30. This Article 30.1 does not apply to claims submitted to the **Commissioner** pursuant to Article 11 or to claims disputing a determination under Article 27.

30.2 In addition to the foregoing statements, the **Contractor** shall, upon notice from the **Commissioner**, produce for examination at the **Contractor's** office, by the **Engineer, Architect or Project Manager**, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**, and submit itself and persons in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.3 In addition to the statements required under Article 28 and this Article 30, the **Contractor** and/or its **Subcontractor** shall, within thirty (30) **Days** upon notice from the **Commissioner** or **Comptroller**, produce for examination at the **Contractor's** and/or **Subcontractor's** office, by a representative of either the **Commissioner** or **Comptroller**, all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**. Further, the **Contractor** and/or its **Subcontractor** shall submit any person in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.4 Unless the information and examination required under Article 30.3 is provided by the **Contractor** and/or its **Subcontractor** upon thirty (30) **Days'** notice from the **Commissioner** or **Comptroller**, or upon the **Commissioner's** or **Comptroller's** written authorization to extend the time to comply, the **City** shall be released from all claims arising under, relating to or by reason of this **Contract**, except for sums certified by the **Commissioner** to be due under the provisions of this **Contract**. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the **City** to recover any sum in excess of the sums certified by the **Commissioner** to be due under or by reason of this **Contract**, the **Contractor** must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article 30.

30.5 In addition, after the commencement of any action or dispute resolution procedure by the **Contractor** arising under or by reason of this **Contract**, the **City** shall have the right to require the **Contractor** to produce for examination under oath, up until the trial of the action or hearing before the Contract Dispute Resolution Board, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article 30 is not complied with as required, then the **Contractor** hereby consents to the dismissal of the action or dispute resolution procedure.

**CHAPTER VII: POWERS OF THE RESIDENT ENGINEER, THE ENGINEER OR ARCHITECT AND THE COMMISSIONER**

**ARTICLE 31. THE RESIDENT ENGINEER**

31.1 The **Resident Engineer** shall have the power to inspect, supervise, and control the performance of the **Work**, subject to review by the **Commissioner**. The **Resident Engineer** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

**ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER**

32.1 The **Engineer** or **Architect** or **Project Manager**, in addition to those matters elsewhere herein delegated to the **Engineer** and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the **Commissioner**:

32.1.1 To determine the amount, quality, and location of the **Work** to be paid for hereunder; and

32.1.2 To determine all questions in relation to the **Work**, to interpret the **Contract Drawings, Specifications, and Addenda**, and to resolve all patent inconsistencies or ambiguities therein; and

32.1.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of **Other Contractors** engaged simultaneously on this **Project**, including the power to suspend any part of the **Work**, but not the whole thereof; and

32.1.4 To make minor changes in the **Work** as he/she deems necessary, provided such changes do not result in a net change in the cost to the **City** or to the **Contractor** of the **Work** to be done under the **Contract**; and

32.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.

32.2 The foregoing enumeration shall not imply any limitation upon the power of the **Engineer** or **Architect** or **Project Manager**, for it is the intent of this **Contract** that all of the **Work** shall generally be subject to his/her determination, direction, and approval, except where the determination, direction or approval of someone other than the **Engineer** or **Architect** or **Project Manager** is expressly called for herein.

32.3 The **Engineer** or **Architect** or **Project Manager** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

**ARTICLE 33. THE COMMISSIONER**

33.1 The **Commissioner**, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:

33.1.1 To review and make determinations on any and all questions in relation to this **Contract** and its performance; and

33.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** (subject, however, to the limitations specified in Article 25) or the omission of **Contract Work**; and

33.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:

33.1.3(a) In the interest of the **City** generally; or

33.1.3(b) To coordinate the **Work** of the various contractors engaged on this **Project** pursuant to the provisions of Article 12; or

33.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

#### **ARTICLE 34. NO ESTOPPEL**

34.1 Neither the **City** nor any **Agency**, official, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this **Contract** by the **City**, the **Commissioner**, the **Engineer**, the **Resident Engineer**, or any other official, agent or employee of the **City**, either before or after the final completion and acceptance of the **Work** and payment therefor:

34.1.1 From showing the true and correct classification, amount, quality or character of the **Work** actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the **Work**, or any part thereof, does not in fact conform to the requirements of this **Contract**; and

34.1.2 From demanding and recovering from the **Contractor** any overpayment made to it, or such damages as the **City** may sustain by reason of the **Contractor's** failure to perform each and every part of its **Contract**.

### **CHAPTER VIII: LABOR PROVISIONS**

#### **ARTICLE 35. EMPLOYEES**

35.1 The **Contractor** and its **Subcontractors** shall not employ on the **Work**:

35.1.1 Anyone who is not competent, faithful and skilled in the **Work** for which he/she shall be employed; and whenever the **Commissioner** shall inform the **Contractor**, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the **Work** forthwith, and shall not again be employed upon it; or

35.1.2 Any labor, materials or means whose employment, or utilization during the course of this **Contract**, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of **Work** or similar troubles by workers employed by the **Contractor** or its **Subcontractors**, or by any of the trades working in or about the buildings and premises where **Work** is being performed under this **Contract**, or by **Other Contractors** or their **Subcontractors** pursuant to other contracts, or on any other building or premises owned or operated by the **City**, its **Agencies**, departments, boards or authorities. Any violation by the **Contractor** of this requirement may, upon certification of the **Commissioner**, be considered as proper and sufficient cause for declaring the **Contractor** to be in default, and for the **City** to take action against it as set forth in Chapter X of this **Contract**, or such other article of this **Contract** as the **Commissioner** may deem proper; or

35.1.3 In accordance with Section 220.3-e of the Labor Law of the State of New York (hereinafter "Labor Law"), the **Contractor** and its **Subcontractors** shall not employ on the **Work** any apprentice, unless he/she is a registered individual, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the **Contractor** as to its work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the **Comptroller** of the **City** for the classification of **Work** actually performed. The **Contractor** or **Subcontractor** will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the **Contract Work**.

35.2 If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, all laborers, workers, and mechanics employed in the performance of the **Contract** on the public work site, either by the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by the **Contract**, shall be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

35.3 In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the Administrative Code, respectively,

35.3.1 The **Contractor** shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this **Contract** to (a) the Commissioner of the Department of Investigation, (b) a member of the New York City Council, the Public Advocate, or the **Comptroller**, or (c) the **CCPO**, **ACCO**, **Agency head**, or **Commissioner**.

35.3.2 If any of the **Contractor's** officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 35.3.1, he or she shall be entitled to bring a cause of action against the **Contractor** to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back

pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

35.3.3 The **Contractor** shall post a notice provided by the **City** in a prominent and accessible place on any site where work pursuant to the **Contract** is performed that contains information about:

35.3.3(a) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the **Contract**; and

35.3.3(b) the rights and remedies afforded to its employees under Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the **Contract**.

35.3.4 For the purposes of this Article 35.3, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

35.3.5 This Article 35.3 is applicable to all of the **Contractor's** **Subcontractors** having subcontracts with a value in excess of \$100,000; accordingly, the **Contractor** shall include this rider in all subcontracts with a value a value in excess of \$100,000.

35.4 Article 35.3 is not applicable to this **Contract** if it is valued at \$100,000 or less. Articles 35.3.1, 35.3.2, 35.3.4, and 35.3.5 are not applicable to this **Contract** if it was solicited pursuant to a finding of an emergency.

#### 35.5 Paid Sick Leave Law.

##### 35.5.1 Introduction and General Provisions.

35.5.1(a) The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.<sup>2</sup> 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").

<sup>2</sup> Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code § 20-912(g), such employer has the option of providing such employees uncompensated sick time.

35.5.1(c) The **Contractor** agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this **Contract**. The **Contractor** further acknowledges that such compliance is a material term of this **Contract** and that failure to comply with the PSLL in performance of this **Contract** may result in its termination.

35.5.1(d) The **Contractor** must notify the **Agency Chief Contracting Officer** of the **Agency** with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this **Contract**. Additionally, the **Contractor** must cooperate with DCA's education efforts and must comply with DCA's subpoenas and other document demands as set forth in the PSLL and Rules.

35.5.1(e) The PSLL is summarized below for the convenience of the **Contractor**. The **Contractor** is advised to review the PSLL and Rules in their entirety. On the website [www.nyc.gov/PaidSickLeave](http://www.nyc.gov/PaidSickLeave) there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the **Contractor** can get more information about how to comply with the PSLL. The **Contractor** acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

#### 35.5.2 Pursuant to the PSLL and the Rules: Applicability, Accrual, and Use.

35.5.2(a) An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its "calendar year" pursuant to the PSLL ("Year") must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than 40 hours of sick time to an employee in any Year.

35.5.2(b) An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per **Day**. In addition, an employee may carry over up to 40 hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first **Day** of such Year.

35.5.2(c) An employee entitled to sick time pursuant to the PSLL may use sick time for any of the following:

- i. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
- ii. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental

- illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- iii. closure of such employee's place of business by order of a public official due to a public health emergency; or
  - iv. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

35.5.2(d) An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSLL. 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 PSLL 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 PSL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSL.

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 PSL. 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 PSL 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 PSL.

35.5.7 Enforcement and Penalties.

35.5.7(a) Upon receiving a complaint alleging a violation of the PSL, 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 PSL 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 PSL 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 PSL 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](http://www.nyc.gov/sbs), within thirty (30) days after the registration of this **Contract** pursuant to Section 328 of the New York City Charter. The **Contractor** shall provide information about the business, designate a primary contact and say whether it intends to hire for any entry to mid-level job opportunities arising from this **Contract** and located in New York City, and, if so, the approximate start date of the first hire.

#### 35.6.2 Job Posting Requirements.

35.6.2(a) Once enrolled in HireNYC, the **Contractor** agrees to update the HireNYC portal with all entry to mid-level job opportunities arising from this **Contract** and located in New York City, if any, which shall be defined as jobs requiring no more than an associate degree, as provided by the New York State Department of Labor (see Column F of <https://labor.ny.gov/stats/2012-2022-NYS-Employment-Prospects.xls>). The information to be updated includes the types of entry and mid-level positions made available from the work arising from the **Contract** and located in New York City, the number of positions, the anticipated schedule of initiating the hiring process for these positions, and the contact information for the **Contractor's** representative charged with overseeing hiring. The **Contractor** must update the HireNYC portal with any hiring needs arising from the contract and located in New York City, and the requirements of the jobs to be filled, no less than three weeks prior to the intended first day of employment for each new position, except with the permission of SBS, not to be unreasonably withheld, and must also update the HireNYC portal as set forth below.

35.6.2(b) After enrollment through HireNYC and submission of relevant information, SBS will work with the **Contractor** to develop a recruitment plan which will outline the candidate screening process, and will provide clear instructions as to when, where, and how interviews will take place. HireNYC will screen applicants based on employer requirements and refer applicants whom it believes are qualified to the **Contractor** for interviews. The **Contractor** must interview referred applicants whom it believes are qualified.

35.6.2(c) After completing an interview of a candidate referred by HireNYC, the **Contractor** must provide feedback via the portal within twenty (20) business days to indicate which candidates were interviewed and hired, if any. In addition, the **Contractor** shall provide the start date of new hires, and additional information

reasonably related to such hires, within twenty (20) business days after the start date. In the event the **Contractor** does not have any job openings covered by this Rider in any given year, the **Contractor** shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the **Contract** pursuant to Charter section 328 and each anniversary date.

35.6.2(d) These requirements do not limit the **Contractor's** ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Article 35.6 shall be interpreted so as to require the **Contractor** to employ any particular worker.

35.6.2(e) In addition, the provisions of this Article 35.6 shall not apply to positions that the **Contractor** intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York. The **Contractor** shall not be required to report such openings with HireNYC. However, the **Contractor** shall enroll with the HireNYC system pursuant to Article 35.6.1, above, and, if such positions subsequently become open, then the remaining provisions of this Article 35.6 will apply.

35.6.3 Breach and Liquidated Damages. If the **Contractor** fails to comply with the terms of the **Contract** and this Article 35.6 (1) by not enrolling its business with HireNYC; (2) by not informing HireNYC, as required, of open positions; or (3) by failing to interview a qualified candidate, the **Agency** may assess liquidated damages in the amount of two-thousand five hundred dollars (\$2,500) per breach. For all other events of noncompliance with the terms of this Article 35.6, the **Agency** may assess liquidated damages in the amount of five hundred dollars (\$500) per breach. Furthermore, in the event the **Contractor** breaches the requirements of this Article 35.6 during the term of the **Contract**, the **City** may hold the **Contractor** in default of this **Contract**.

35.6.4 Audit Compliance. In addition to the auditing requirements set forth in other parts of the **Contract**, the **Contractor** shall permit SBS and the **City** to inspect any and all records concerning or relating to job openings or the hiring of individuals for work arising from the **Contract** and located in New York City. The **Contractor** shall permit an inspection within seven (7) business days of the request.

35.6.5 Other Reporting Requirements. The **Contractor** shall report to the **City**, on a monthly basis, all information reasonably requested by the **City** that is necessary for the **City** to comply with any reporting requirements imposed by **Law**, including any requirement that the **City** maintain a publicly accessible database. In addition, the **Contractor** agrees to comply with all reporting requirements imposed by **Law**, or as otherwise requested by the **City**.

35.6.6 Federal Hiring Requirements. If this **Contract** is federally funded (as indicated elsewhere in this **Contract**), the **Contractor** shall comply with all federal hiring requirements as may be set forth in this **Contract**, including, as applicable: (a) Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing and Executive Order 11246, which prohibits discrimination in employment due to race, color, religion, sex or national origin, and requires the implementation of goals for minority and female participation for work involving any construction trade.

## ARTICLE 36. NO DISCRIMINATION

36.1 The **Contractor** specifically agrees, as required by Labor Law Section 220-e, as amended, that:

36.1.1 In the hiring of employees for the performance of **Work** under this **Contract** or any subcontract hereunder, neither the **Contractor**, **Subcontractor**, nor any person acting on behalf of such **Contractor** or **Subcontractor**, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the **Work** to which the employment relates;

36.1.2 Neither the **Contractor**, **Subcontractor**, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of **Work** under this **Contract** on account of race, creed, color or national origin;

36.1.3 There may be deducted from the amount payable to the **Contractor** by the **City** under this **Contract** a penalty of fifty (\$50.00) dollars for each person for each **Day** during which such person was discriminated against or intimidated in violation of the provisions of this **Contract**; and

36.1.4 This **Contract** may be cancelled or terminated by the **City** and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Article 36.

36.1.5 This Article 36 covers all construction, alteration and repair of any public building or public work occurring in the State of New York and the manufacture, sale, and distribution of materials, equipment, and supplies to the extent that such operations are performed within the State of New York pursuant to this **Contract**.

36.2 The **Contractor** specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon

conviction thereof, be punished by a fine of not more than one hundred (\$100.00) dollars or by imprisonment for not more than thirty (30) **Days**, or both.

36.3 This **Contract** is subject to the requirements of Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this **Contract**, the **Contractor** agrees that it:

36.3.1 Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and

36.3.2 Will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and

36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the **Contractor** that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status, disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

36.3.4 Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and

36.3.5 Will furnish, before the award of the **Contract**, all information and reports, including an employment report, that are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the **City Department of Business Services, Division of Labor Services (DLS)** and will permit access to its books, records, and accounts by the **DLS** for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

36.4 The **Contractor** understands that in the event of its noncompliance with the nondiscrimination clauses of this **Contract** or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this **Contract** and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the **DLS**, the Director of the **DLS** may direct the **Commissioner** to impose any or all of the following sanctions:

36.4.1 Disapproval of the **Contractor**; and/or

36.4.2 Suspension or termination of the **Contract**; and/or

36.4.3 Declaring the **Contractor** in default; and/or

36.4.4 In lieu of any of the foregoing sanctions, the Director of the **DLS** may impose an employment program.

In addition to any actions taken under this **Contract**, failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in a **City Agency** declaring the **Contractor** to be non-responsible in future procurements. The **Contractor** further agrees that it will refrain from entering into any **Contract** or **Contract** modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a **Subcontractor** who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

36.5 The **Contractor** specifically agrees, as required by Section 6-123 of the Administrative Code, that:

36.5.1 The **Contractor** will not engage in any unlawful discriminatory practice in violation of Title 8 of the Administrative Code; and

36.5.2 Any failure to comply with this Article 36.5 may subject the **Contractor** to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the **Contractor** to be in default, cancellation of the **Contract**, or any other sanction or remedy provided by Law or **Contract**.

#### **ARTICLE 37. LABOR LAW REQUIREMENTS**

37.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as amended. Such compliance is a material term of this **Contract**.

37.2 The **Contractor** specifically agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:

37.2.1 **Hours of Work:** No laborer, worker, or mechanic in the employ of the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by this **Contract** shall be permitted or required to work more than eight (8) hours in any one (1) **Day**, or more than five (5) **Days** in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.

37.2.2 In situations in which there are not sufficient laborers, workers, and mechanics who may be employed to carry on expeditiously the **Work** contemplated by this **Contract** as a result of such restrictions upon the number of hours and **Days** of labor, and the immediate commencement or prosecution or completion without undue delay of the **Work** is necessary for the preservation of the **Site** and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to work more than eight (8) hours in any one (1) **Day**; or five (5) **Days** in any one (1) week; provided, however, that upon application of any **Contractor**, the **Commissioner** shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "Commissioner of Labor") that such public **Work** is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such Commissioner of Labor shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220.2.

37.2.3 Failure of the **Commissioner** to make such a certification to the Commissioner of Labor shall not entitle the **Contractor** to damages for delay or for any cause whatsoever.

37.2.4 Prevailing Rate of Wages: The wages to be paid for a legal day's **Work** to laborers, workers, or mechanics employed upon the **Work** contemplated by this **Contract** or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor Law Section 220, and as fixed by the **Comptroller** in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the **Work** is being performed.

37.2.5 Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the **Work** under this **Contract**. In the event that a trade not listed in the **Contract** is in fact employed during the performance of this **Contract**, the **Contractor** shall be required to obtain from the **Agency** the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this **Contract** at the price at which the **Contract** was awarded.

37.2.6 Minimum Wages: Except for employees whose wage is required to be fixed pursuant to Labor Law Section 220, all persons employed by the **Contractor** and any **Subcontractor** in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this **Contract**, shall be paid, without subsequent deduction or rebate unless expressly authorized by **Law**, not less than the sum mandated by **Law**.

37.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by the **Contractor** in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary, and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this Article 37.3.

37.4 Prevailing Wage Enforcement: The **Contractor** agrees to pay for all costs incurred by the **City** in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the **Agency** or the **Comptroller**, where the **City** discovers a failure to comply with any of the requirements of this Article 37 by the **Contractor** or its **Subcontractor(s)**. The **Contractor** also agrees that, should it fail or refuse to pay for any such investigation, the **Agency** is hereby authorized to deduct from a **Contractor's** account an amount equal to the cost of such investigation.

37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this **Contract** shall be forfeited and no sum paid for any **Work** done hereunder on a second conviction for willfully paying less than:

37.4.1(a) The stipulated prevailing wage scale as provided in Labor Law section 220, as amended, or

37.4.1(b) The stipulated minimum hourly wage scale as provided in Labor Law section 220-d, as amended.

37.4.2 For any breach or violation of either working conditions (Article 37.3) or minimum wages (Article 37.2.6) provisions, the party responsible therefor shall be liable to the **City** for liquidated damages, which may be withheld from any amounts due on any contracts with the **City** of such party responsible, or may be recovered in actions brought by the **City**

Corporation Counsel in the name of the **City**, in addition to damages for any other breach of this **Contract**, for a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this **Contract**. In addition, the **Commissioner** shall have the right to cancel contracts and enter into other contracts for the completion of the original contract, with or without public letting, and the original **Contractor** shall be liable for any additional cost. All sums withheld or recovered as deductions, rebates, refunds, or underpayment of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the **Comptroller**, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within two (2) years from the date of actual notice to the **Contractor** of the withholding or recovery of such sums by the **City**.

37.4.3 A determination by the **Comptroller** that a **Contractor** and/or its **Subcontractor** willfully violated Labor Law Section 220 will be forwarded to the **City's** five District Attorneys for review.

37.4.4 The **Contractor's** or **Subcontractor's** noncompliance with this Article 37.4 and Labor Law Section 220 may result in an unsatisfactory performance evaluation and the **Comptroller** may also find and determine that the **Contractor** or **Subcontractor** willfully violated the New York Labor Law.

37.4.4(a) An unsatisfactory performance evaluation for noncompliance with this Article 37.4 may result in a determination that the **Contractor** is a non-responsible bidder on subsequent procurements with the **City** and thus a rejection of a future award of a contract with the **City**, as well as any other sanctions provided for by Law.

37.4.4(b) Labor Law Section 220-b, as amended, provides that when two (2) final determinations have been rendered against a **Contractor** or **Subcontractor** within any consecutive six (6) year period determining that such **Contractor** or **Subcontractor** has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with the Labor Law and this Article 37.4, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public works projects are rendered simultaneously, such **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the second final determination. If the final determination involves the falsification of payroll records or the kickback of wages or supplements, the **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the first final determination.

37.4.4(c) Labor Law Section 220, as amended, provides that the **Contractor** or **Subcontractor** found to have violated this Article 37.4 may be directed to make payment of wages or supplements including interest found to be due, and the **Contractor** or **Subcontractor** may be directed to make payment of a further sum as a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

37.5 The **Contractor** and its **Subcontractors** shall within ten (10) **Days** after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the **Contractor** and its **Subcontractors** engaged in the



performance of this **Contract** are employed, notices furnished by the **City**, in relation to prevailing wages and supplements, minimum wages, and other stipulations contained in Sections 220 and 220-h of the Labor Law, and the **Contractor** and its **Subcontractors** shall continue to keep such notices posted in such prominent and conspicuous places until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services required to be furnished or rendered under this **Contract**.

37.6 The **Contractor** shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:

37.6.1 **Notices Posted At Site:** Post, in a location designated by the **City**, schedules of prevailing wages and supplements for this **Project**, a copy of all re-determinations of such schedules for the **Project**, the Workers' Compensation Law Section 51 notice, all other notices required by **Law** to be posted at the **Site**, the **City** notice that this **Project** is a public works project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the **City** directs the **Contractor** to post. The **Contractor** shall provide a surface for such notices which is satisfactory to the **City**. The **Contractor** shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The **Contractor** shall post such notices before commencing any **Work** on the **Site** and shall maintain such notices until all **Work** on the **Site** is complete; and

37.6.2 **Daily Site Sign-in Sheets:** Maintain daily **Site** sign-in sheets, and require that **Subcontractors** maintain daily **Site** sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left work, until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services to be furnished or rendered under this **Contract** unless exception is granted by the **Comptroller** upon application by the **Agency**. In the alternative, subject to the approval of the **CCPO**, the **Contractor** and **Subcontractor** may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

37.6.3 **Individual Employee Information Notices:** Distribute a notice to each worker, laborer or mechanic employed under this **Contract**, in a form provided by the **Agency**, that this **Project** is a public works project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working. If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, such notice shall also include a statement that each worker, laborer or mechanic must be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration. Such notice shall be distributed to each worker before he or she starts performing any **Work** of this **Contract** and with the first paycheck after July first of each year. "Worker, laborer or mechanic" includes employees of the **Contractor** and all **Subcontractors** and all employees of suppliers entering the **Site**. At the time of distribution, the **Contractor** shall have each worker, laborer or mechanic sign a statement, in a form provided by the **Agency**, certifying that the worker has received the notice required by this Article 37.6.3, which signed statement shall be maintained with the payroll records required by this **Contract**; and

37.6.3(a) The **Contractor** and each **Subcontractor** shall notify each worker, laborer or mechanic employed under this **Contract** in writing of the prevailing rate of

wages for their particular job classification. Such notification shall be given to every worker, laborer, and mechanic on their first pay stub and with every pay stub thereafter; and

**37.6.4 Site Laminated Identification Badges:** The **Contractor** shall provide laminated identification badges which include a photograph of the worker's, laborer's or mechanic's face and indicate the worker's, laborer's or mechanic's name, trade, employer's name, and employment starting date (month/day/year). Further, the **Contractor** shall require as a condition of employment on the **Site**, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the **City**. The **Commissioner** may grant a written waiver from the requirement that the laminated identification badge include a photograph if the **Contractor** demonstrates that the identity of an individual wearing a laminated identification badge can be easily verified by another method; and

**37.6.5 Language Other Than English Used On Site:** Provide the **ACCO** notice when three (3) or more employees (worker and/or laborer and/or mechanic) on the **Site**, at any time, speak a language other than English. The **ACCO** will then provide the **Contractor** the notices described in Article 37.6.1 in that language or languages as may be required. The **Contractor** is responsible for all distributions under this Article 37; and

**37.6.6 Provision of Records:** The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, or the **Comptroller**, such records as are required to be kept by this Article 37.6; and

**37.6.7** The **Contractor** and **Subcontractor(s)** shall pay employees by check or direct deposit. If this **Contract** is for an amount greater than one million (\$1,000,000) dollars, checks issued by the **Contractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**). For any subcontract for an amount greater than seven hundred fifty thousand (\$750,000) dollars, checks issued by a **Subcontractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**); and

**37.6.8** The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

**37.7** The **Contractor** and its **Subcontractors** shall keep such employment and payroll records as are required by Section 220 of the Labor Law. The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of this Article 37.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

**37.8** At the time the **Contractor** makes application for each partial payment and for final payment, the **Contractor** shall submit to the **Commissioner** a written payroll certification, in the form provided by this **Contract**, of compliance with the prevailing wage, minimum wage, and other provisions and stipulations required by Labor Law Section 220 and of compliance with the training requirements of Labor Law Section 220-h set forth in Article 35.2. This certification of compliance shall be a condition precedent to payment and no payment shall be made to the **Contractor** unless and until each such certification shall have been submitted to and received by the **Commissioner**.

37.9 This **Contract** is executed by the **Contractor** with the express warranty and representation that the **Contractor** is not disqualified under the provisions of Section 220 of the Labor Law from the award of the **Contract**.

37.10 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this **Contract**, and grounds for cancellation thereof by the **City**.

### **ARTICLE 38. PAYROLL REPORTS**

38.1 The **Contractor** and its **Subcontractor(s)** shall maintain on the **Site** during the performance of the **Work** the original payrolls or transcripts thereof which the **Contractor** and its **Subcontractor(s)** are required to maintain and shall submit such original payrolls or transcripts, subscribed and affirmed by it as true, within thirty (30) **Days** after issuance of its first payroll, and every thirty (30) **Days** thereafter, pursuant to Labor Law Section 220(3-a)(a)(iii). The **Contractor** and **Subcontractor(s)** shall submit such original payrolls or transcripts along with each and every payment requisition. If payment requisitions are not submitted at least once a month, the **Contractor** and its **Subcontractor(s)** shall submit original payrolls and transcripts both along with its payment requisitions and independently of its payment requisitions.

38.2 The **Contractor** shall maintain payrolls or transcripts thereof for six (6) years from the date of completion of the **Work** on this **Contract**. If such payrolls and transcripts are maintained outside of New York City after the completion of the **Work** and their production is required pursuant to this Article 38, the **Contractor** shall produce such records in New York City upon request by the **City**.

38.3 The **Contractor** and **Subcontractor(s)** shall comply with any written order, direction, or request made by the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)**, or the **Comptroller**, to provide to the requesting party any of the following information and/or records within five (5) **Days** of such written order, direction, or request:

38.3.1 Such original payrolls or transcripts thereof subscribed and affirmed by it as true and the statements signed by each worker pursuant to this Chapter VIII; and/or

38.3.2 Attendance sheets for each **Day** on which any employee of the **Contractor** and/or any of the **Subcontractor(s)** performed **Work** on the **Site**, which attendance sheet shall be in a form acceptable to the **Agency** and shall provide information acceptable to the **Agency** to identify each such employee; and/or

38.3.3 Any other information to satisfy the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)** or the **Comptroller**, that this Chapter VIII and the Labor Law, as to the hours of employment and prevailing rates of wages and/or supplemental benefits, are being observed.

38.4 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 38.1 and/or 38.2 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

### **ARTICLE 39. DUST HAZARDS**

39.1 Should a harmful dust hazard be created in performing the **Work** of this **Contract**, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals

of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this **Contract** voidable at the sole discretion of the **City**.

## **CHAPTER IX: PARTIAL AND FINAL PAYMENTS**

### **ARTICLE 40. CONTRACT PRICE**

40.1 The **City** shall pay, and the **Contractor** agrees to accept, in full consideration for the **Contractor's** performance of the **Work** subject to the terms and conditions hereof, the lump sum price or unit prices for which this **Contract** was awarded, plus the amount required to be paid for any **Extra Work** ordered by the **Commissioner** under Article 25, less credit for any **Work** omitted pursuant to Article 29.

### **ARTICLE 41. BID BREAKDOWN ON LUMP SUM**

41.1 Within fifteen (15) **Days** after the commencement date specified in the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Resident Engineer**, the **Contractor** shall submit to the **Resident Engineer** a breakdown of its bid price, or of lump sums bid for items of the **Contract**, showing the various operations to be performed under the **Contract**, as directed in the progress schedule required under Article 9, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the **Resident Engineer**.

41.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **Resident Engineer**.

41.3 The **Contractor** shall also submit such other information relating to the bid breakdown as directed by the **Resident Engineer**. Thereafter, the breakdown may be used only for checking the **Contractor's** applications for partial payments hereunder, but shall not be binding upon the **City**, the **Commissioner**, or the **Engineer** for any purpose whatsoever.

### **ARTICLE 42. PARTIAL PAYMENTS**

42.1 From time to time as the **Work** progresses satisfactorily, but not more often than once each calendar month (except where the **Commissioner** approves in writing the submission of invoices on a more frequent basis and for invoices relating to **Work** performed pursuant to a change order), the **Contractor** may submit to the **Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period.

42.2 Partial payments may be made for materials, fixtures, and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the General Conditions.

42.3 The **Contractor** shall also submit to the **Commissioner** in connection with every application for partial payment a verified statement in the form prescribed by the **Comptroller** setting forth the information required under Labor Law Section 220-a.

42.4 Within thirty (30) Days after receipt of a satisfactory payment application, and within sixty (60) Days after receipt of a satisfactory payment application in relation to Work performed pursuant to a change order, the Engineer will prepare and certify, and the Commissioner will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the Commissioner under the terms of this Contract or by Law.

#### ARTICLE 43. PROMPT PAYMENT

43.1 The Prompt Payment provisions of the PPB Rules in effect at the time of the bid will be applicable to payments made under this Contract. The provisions require the payment to the Contractor of interest on payments made after the required payment date, except as set forth in the PPB Rules.

43.2 The Contractor shall submit a proper invoice to receive payment, except where the Contract provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

43.3 Determination of interest due will be made in accordance with the PPB Rules.

43.4 If the Contractor is paid interest, the proportionate share(s) of that interest shall be forwarded by the Contractor to its Subcontractor(s).

43.5 The Contractor shall pay each Subcontractor or Materialman not later than seven (7) Days after receipt of payment out of amounts paid to the Contractor by the City for Work performed by the Subcontractor or Materialman under this Contract.

43.5.1 If Contractor fails to make any payment to any Subcontractor or Materialman within seven (7) Days after receipt of payment by the City pursuant to this Article 43.5, then the Contractor shall pay interest on amounts due to such Subcontractor or Materialman at the rate of interest in effect on the date such payment is made by the Contractor computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the Day immediately following the expiration of the seventh Day following receipt of payment by the Contractor from the City and shall end on the date on which payment is made.

43.6 The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to make payment to each of its Subcontractors or Materialmen for Work performed under this Contract in the same manner and within the same time period set forth above.

#### ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT

44.1 The Contractor shall submit with the Substantial Completion requisition:

44.1.1 A final verified statement of any pending Article 27 disputes in accordance with the PPB Rules and this Contract and any and all alleged claims against the City, in any way connected with or arising out of this Contract (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the

**Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

44.1.1(a) With respect to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City Corporation Counsel** shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 44.1.1(a) is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor** upon acceptance of the **Substantial Completion** payment pursuant to this Article 44, will have waived any such claims.

**44.1.2 A Final Approved Punch List.**

44.1.3 Where required, a request for an extension of time to achieve **Substantial Completion** or final extension of time.

44.2 The **Commissioner** shall issue a voucher calling for payment of any part or all of the balance due for **Work** performed under the **Contract**, including monies retained under Article 21, less any and all deductions authorized to be made by the **Commissioner**, under this **Contract** or by **Law**, and less twice the amount the **Commissioner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a partial and not a final payment. No **Substantial Completion** payment shall be made under this Article 44 where the **Contractor** failed to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.3 No further partial payments shall be made to the **Contractor** after **Substantial Completion**, except the **Substantial Completion** payment and payment pursuant to any **Contractor's** requisition that were properly filed with the **Commissioner** prior to the date of **Substantial Completion**; however, the **Commissioner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work** and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.

44.4 The **Contractor** acknowledges that nothing contained in this Article 44 is intended to or shall in any way diminish the force and effect of Article 13.

**ARTICLE 45. FINAL PAYMENT**

45.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the **Contract**, less the amount authorized to be retained for maintenance under Article 24. Such submission shall be within 90 days of the date of the **Commissioner's** written determination of **Final Acceptance**, or within such additional time as may be granted by the **Commissioner** in writing. If the **Contractor** fails to submit all required certificates and documents within the time allowed, no payment of the balance claimed shall be made to the **Contractor** and the **Contractor** shall be deemed to have forfeited its right to payment of any balance claimed. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**.

45.2 Amended Verified Statement of Claims: The **Contractor** shall also submit with the final requisition any amendments to the final verified statement of any pending dispute resolution procedures in accordance with the **PPB Rules** and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) that have occurred subsequent to **Substantial Completion**, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City Corporation Counsel** shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 45.2, is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor**, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.

45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the **Engineer** will prepare and certify, for the **Commissioner's** approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Commissioner** shall certify the voucher for final payment within thirty (30) **Days** from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **Engineer** thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Comptroller** within thirty (30) **Days** after the filing of such voucher in his/her office.

45.4 The **Contractor** acknowledges that nothing contained in this Article 45 is intended to or shall in any way diminish the force and effect of Article 13.

#### **ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT**

46.1 The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release of the **City** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on the part of the **City** or any of its officials, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the

verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45.

46.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this Article 46, or those for amounts deducted by the **Commissioner** from the final requisition or from the final payment as certified by the **Engineer** and approved by the **Commissioner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any official, agent or employee of the **City** to the contrary notwithstanding.

46.3 Should the **Contractor** refuse to accept the final payment as tendered by the **Comptroller**, it shall constitute a waiver of any right to interest thereon.

46.4 The **Contractor**, however, shall not be barred by this Article 46 from commencing an action for breach of **Contract** to the extent permitted by **Law** and by the terms of the **Contract** for any claims that are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45 or that arose after submission of the final payment requisition, provided that a detailed and verified statement of claim is served upon the contracting **Agency** and **Comptroller** not later than forty (40) **Days** after the making of such final payment by electronic funds transfer (EFT) or the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

#### **ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION**

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs, and other sculptures, monuments, fountains, arches, and other structures of a permanent character intended for ornament or commemoration, and every design of the same to be used in the performance of this **Contract**, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant to the terms of this **Contract**, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York, and shall be approved by the Public Design Commission prior to the erection or placing in position of the same. The final payment shall not become due or payable under this **Contract** unless and until the Public Design Commission shall certify that the design for the **Work** herein contracted for has been approved by the said Public Design Commission, and that the same has been executed in substantial accordance with the design so approved, pursuant to the provisions of Chapter 37, Section 854 of the **City Charter**, as amended.

### **CHAPTER X: CONTRACTOR'S DEFAULT**

#### **ARTICLE 48. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT**

48.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:

48.1.1 The **Contractor** fails to commence **Work** when notified to do so by the **Commissioner**; or if

48.1.2 The **Contractor** shall abandon the **Work**; or if



48.1.3 The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Commissioner**; or if

48.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner**, to complete the **Work** in accordance with the progress schedule; or if

48.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if

48.1.6 The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

48.1.7 The **Contractor** fails to secure and maintain all required insurance; or if

48.1.8 A receiver or receivers are appointed to take charge of the **Contractor's** property or affairs; or if

48.1.9 The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

48.1.10 The **Commissioner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

48.1.11 The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the **Commissioner's** opinion, attributable to conditions within the **Contractor's** control; or if

48.1.12 The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

48.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made; or if

48.1.14 The **Contractor** or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the **PPB Rules**.

48.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days'** notice.

#### **ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT**

49.1 The right to declare the **Contractor** in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").

49.2 The **Commissioner's** determination that the **Contractor** is in default shall be conclusive, final, and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence an action in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

#### **ARTICLE 50. QUITTING THE SITE**

50.1 Upon receipt of such notice the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools, and supplies then on the **Site**.

#### **ARTICLE 51. COMPLETION OF THE WORK**

51.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by contract with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor's** plant, materials, equipment, tools, and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

51.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its sureties, and any person claiming under the **Contractor**, as to the amount thereof.

51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

#### **ARTICLE 52. PARTIAL DEFAULT**

52.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any **Other Contractor(s)** or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

52.2 The provisions of this Chapter relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Commissioner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools, and supplies as had been previously used by the **Contractor** on such part.

#### **ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK**

53.1 In completing the whole or any part of the **Work** under the provisions of this Chapter X, the **Commissioner** shall have the power to depart from or change or vary the terms and provisions of this **Contract**, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the **Commissioner's** certificate of the cost of completion referred to in Article 51, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the **Contractor** hereunder but for its default.

#### **ARTICLE 54. OTHER REMEDIES**

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to be completed in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List**. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The expense of completion permitted under Article 54.1, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under **Law** or in equity.

54.4 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

### **CHAPTER XI: MISCELLANEOUS PROVISIONS**

#### **ARTICLE 55. CONTRACTOR'S WARRANTIES**

55.1 In consideration of, and to induce, the award of this **Contract** to the **Contractor**, the **Contractor** represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the **Work**; and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

#### **ARTICLE 56. CLAIMS AND ACTIONS THEREON**

56.1 Any claim, that is not subject to dispute resolution under the **PPB Rules** or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any action, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:

56.2.1 Any claims arising out of events occurring after **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 If the **Commissioner** exercises his/her right to complete or cause to complete any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List** pursuant to Article 54, any such action shall be commenced within six (6) months from the date the **Commissioner** notifies the **Contractor** in writing that he/she has exercised such right. Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and

56.2.3 If the **Commissioner** exercises his/her right to terminate the **Contract** pursuant to Article 64, any such action shall be commenced within six (6) months of the date the **Commissioner** exercises said right.

#### **ARTICLE 57. INFRINGEMENT**

57.1 The **Contractor** shall be solely responsible for and shall defend, indemnify, and hold the **City** harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the **City** may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the **Contractor** of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the **Contractor** and/or its **Subcontractors** in the performance or completion of the **Work**. Insofar as the facts or **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent permitted by **Law**.

**ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES**

58.1 No claim whatsoever shall be made by the **Contractor** against any official, agent or employee of the **City** for, or on account of, anything done or omitted to be done in connection with this **Contract**.

**ARTICLE 59. SERVICE OF NOTICES**

59.1 The **Contractor** hereby designates the business address, fax number, and email address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

59.2 **Contractor's** notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the **Commissioner**.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

**ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT**

60.1 If this **Contract** contains any unlawful provision not an essential part of the **Contract** and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the **Contract** without affecting the binding force of the remainder.

**ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED**

61.1 It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

**ARTICLE 62. TAX EXEMPTION**

62.1 The **City** is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor**, **Subcontractor** or **Materialman** or to tangible personal property which, even

though it is consumed, is not incorporated into the completed **Work** (consumable supplies) and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**. The **Contractor** and its **Subcontractors** and **Materialmen** shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**.

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**, that is required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

62.2.1 The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such **Work**, labor, and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, and services, shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work**, labor, and services.

62.3 20 NYCRR Section 541.3(d) provides that a **Contractor's** purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The **City** shall not pay sales tax for any such tangible personal property that it purchases from the **Contractor** pursuant to the **Contract**. With respect to such tangible personal property, the **Contractor**, at the request of the **City**, shall furnish to the **City** such bills of sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such tangible personal property, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such tangible personal property as the property of the **City**.

62.4 Title to all tangible personal property to be sold by the **Contractor** to the **City** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **City** upon delivery of such tangible personal property to the **Site**. Notwithstanding such transfer of title, the **Contractor** shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this **Contract**, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the **City**, until such time as the **Work** covered by the **Contract** is fully accepted by the **City**. Such transfer of title shall in no way affect any of the **Contractor's** obligations hereunder. In the event that, after title has passed to the **City**, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the

**Contractor** is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and **Materialmen** shall furnish a **Contractor Exempt Purchase Certificate** to all persons, firms or corporations from which they purchase tangible personal property for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this Article 62 shall control.

### **ARTICLE 63. INVESTIGATION(S) CLAUSE**

63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;

63.4 The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) **Days'** written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the **City**; and/or

63.6.2 The cancellation or termination of any and all such existing **City** contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this **Contract**, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the **City** incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the **City**.

63.7 The **Commissioner** shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The **Commissioner** may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

63.7.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the **City**.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the **Commissioner** upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term "license" or "permit" as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term "person" as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.



63.8.3 The term "entity" as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

63.8.4 The term "member" as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this Contract, the Commissioner may in his/her sole discretion terminate this Contract upon not less than three (3) Days' written notice in the event the Contractor fails to promptly report in writing to the Commissioner of the Department of Investigations ("DOI") of the City any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Contract by the Contractor, or affecting the performance of this Contract.

#### **ARTICLE 64. TERMINATION BY THE CITY**

64.1 In addition to termination pursuant to any other article of this Contract, the Commissioner may, at any time, terminate this Contract by written notice to the Contractor. In the event of termination, the Contractor shall, upon receipt of such notice, unless otherwise directed by the Commissioner:

64.1.1 Stop Work on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the City's materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the City and deliver to the Site or another location designated by the Commissioner, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this Contract and has been specifically fabricated for the sole purpose of this Contract and not incorporated in the Work;

64.1.5 Take no action which will increase the amounts payable by the City under this Contract.

64.2 In the event of termination by the City pursuant to this Article 64, payment to the Contractor shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum Contracts, or on lump sum items in a Contract, the City will pay the Contractor the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this Contract. On lump sum Contracts only, the City will also pay the Contractor an additional sum as provided in Article 64.2.1(c).

64.2.1(a) For Work completed prior to the notice of termination, the Contractor shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the Work, as determined by the

**Commissioner.** For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Commissioner's** determination hereunder shall be final, binding, and conclusive.

64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of the following, less salvage value:

64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum **Contracts**, the **Contractor** shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million (\$5,000,000) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million (\$5,000,000) dollars and fifteen million (\$15,000,000) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million (\$15,000,000) dollars.

64.2.1(d) In the event the **City** terminates a lump sum **Contract** pursuant to this Article 64 within ninety (90) **Days** after registration of the **Contract** with the **Comptroller**, the **Contractor** shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this Article 64.2.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.2.3 Time and Materials Contracts or Items Based on Time and Material Records: On all **Contracts** or items in a **Contract** where payment for the **Work** is based on time and material records, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

64.2.4 Direct Costs: Direct Costs as used in this Article 64.2 shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Costs shall not include overhead.

64.3 In no event shall any payments under this Article 64 exceed the **Contract** price for such items.

64.4 All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5 The **City** may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this Article 64 shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the **Contract** sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

#### **ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE**

65.1 This **Contract** shall be deemed to be executed in the **City** regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable.

65.2 The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the **City** and County of New York. To effect this **Contract** and intent, the **Contractor** agrees:

65.2.1 If the **City** initiates any action against the **Contractor** in Federal court or in a New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **City** in writing; and

65.2.2 With respect to any action between the **City** and the **Contractor** in a New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the **City** against the **Contractor** in a Federal Court located in the **City**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the **City**.

65.2.4 If the **Contractor** commences any action against the **City** in a court located other than in the **City** and County of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the **City** and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.

65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

#### **ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT**

66.1 The **Contractor** agrees that neither the **Contractor** nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.

66.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the **Contractor** or a substantially-owned affiliated company thereof for participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the **Comptroller** may, at his/her option, render forfeit and void this **Contract**.

66.3 The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

## **ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM**

67.1 This **Contract** is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction contract shall be awarded unless and until these requirements have been complied with in their entirety; however, compliance with this Article 67 is not required if the Agency sets Subcontractor Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the City Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3 The **Contractor** shall not require performance and payment bonds from LBE **Subcontractors**.

67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.

67.5 If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.

67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:

67.6.1 Reducing the **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the **Contractor** in default;

67.6.3 If the **Contractor** is an LBE, de-certifying and declaring the **Contractor** ineligible to participate in the LBE program for a period of up to three (3) years.

## **ARTICLE 68. ANTITRUST**

68.1 The **Contractor** hereby assigns, sells, and transfers to the **City** all right, title, and interest in and to any claims and causes of action arising under the antitrust **Laws** of New York State or of the United States relating to the particular goods or services purchased or procured by the **City** under this **Contract**.

## ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

### 69.1 Notice To All Prospective Contractors:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local Law provides for certain restrictions on **City Contracts** to express the opposition of the people of the City to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand (\$10,000.) dollars, or for construction involving an amount greater than fifteen thousand (\$15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or construction of comparable quality, the **Agency** shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable Law, that it is in the best interest of the City that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the City Charter.

69.1.4 In the case of **Contracts** let by other than competitive sealed bidding, if a prospective **Contractor** does not agree to these conditions, no **Agency**, elected official or the City Council shall award the **Contract** to that bidder unless the **Agency** seeking to use the goods, services or construction certifies in writing that the **Contract** is necessary for the **Agency** to perform its functions and there is no other responsible **Contractor** who will supply goods, services or construction of comparable quality at a comparable price.

69.2 In accordance with Section 6-115.1 of the Administrative Code, the **Contractor** stipulates that such **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** either:

69.2.1 Have no business operations in Northern Ireland, or

69.2.2 Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

69.3 For purposes of this Article, the following terms shall have the following meanings:

69.3.1 "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work-place opportunity which require employers doing business in Northern Ireland to:

69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;

69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling to and from **Work**;

69.3.1(c) ban provocative religious or political emblems from the workplace;

69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;

69.3.1(e) establish layoff, recall, and termination procedures which do not in practice favor a particular religious group;

69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade, and improve the skills of workers from under-represented religious groups;

69.3.1(h) establish procedures to assess, identify, and actively recruit employees from under-represented religious groups with potential for further advancement; and

69.3.1(i) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

69.4 The **Contractor** agrees that the covenants and representations in Article 69.2 are material conditions to this **Contract**. In the event the **Agency** receives information that the **Contractor** who made the stipulation required by this Article 69 is in violation thereof, the **Agency** shall review such information and give the **Contractor** an opportunity to respond. If the **Agency** finds that a violation has occurred, the **Agency** shall have the right to declare the **Contractor** in default and/or terminate this **Contract** for cause and procure supplies, services or **Work** from another source in the manner the **Agency** deems proper. In the event of such termination, the **Contractor** shall pay to the **Agency**, or the **Agency** in its sole discretion may withhold from any amounts otherwise payable to the **Contractor**, the difference between the **Contract** price for the uncompleted portion of this **Contract** and the cost to the **Agency** of completing performance of this **Contract** either itself or by engaging another **Contractor** or **Contractors**. In the case of a requirement **Contract**, the **Contractor** shall be liable for such difference in price for the entire amount of supplies required by the **Agency** for the uncompleted term of **Contractor's Contract**. In the case of a construction **Contract**, the **Agency** shall also have the right to hold the **Contractor** in partial or total default in accordance with the default provisions of this **Contract**, and/or may seek debarment or suspension of the **Contractor**. The rights and remedies of the **Agency** hereunder shall be in addition to, and not in lieu of, any rights and remedies the **Agency** has pursuant to this **Contract** or by operation of **Law**.

## **ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB**

70.1 The **Contractor** shall electronically file all alteration type-2 and alteration type-3 applications via the New York City Development Hub Web site, except applications for the following types of minor alterations: enlargements, curb cuts, legalizations, fire alarms, builders pavement plans, and jobs filed on Landmark Preservation Commission calendared properties. All such filings must be professionally certified. Information about electronic filing via the New York City Development Hub is available on the City Department of Buildings Web site at [www.nyc.gov/buildings](http://www.nyc.gov/buildings).

## **ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS**

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance Law (Finance Law), shall not be utilized in the performance of this **Contract** except as expressly permitted by Section 165 of the Finance Law.

## **ARTICLE 72. CONFLICTS OF INTEREST**

72.1 Section 2604 of the City Charter and other related provisions of the City Charter, the Administrative Code, and the Penal Law are applicable under the terms of this **Contract** in relation to conflicts of interest and shall be extended to **Subcontractors** authorized to perform **Work**, labor and services pursuant to this **Contract** and further, it shall be the duty and responsibility of the **Contractor** to so inform its respective **Subcontractors**. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

## **ARTICLE 73. MERGER CLAUSE**

73.1 The written **Contract** herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this **Contract** shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

## **ARTICLE 74. STATEMENT OF WORK**

74.1 The **Contractor** shall furnish all labor and materials and perform all **Work** in strict accordance with the **Specifications** and **Addenda** thereto, numbered as shown in Schedule A.

## **ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR**

75.1 The City will pay and the **Contractor** will accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein, the total sum shown in Schedule A, this said sum being the amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract**.

## **ARTICLE 76. ELECTRONIC FUNDS TRANSFER**

76.1 In accordance with Section 6-107.1 of the Administrative Code, the **Contractor** agrees to accept payments under this **Contract** from the City by electronic funds transfer (EFT). An EFT is any



transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this **Contract**, the **Contractor** shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of the City Department of Finance with information necessary for the **Contractor** to receive electronic funds transfer payments through a designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the **Contractor** shall constitute full satisfaction by the City for the amount of the payment under this **Contract**. The account information supplied by the **Contractor** to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by Law.

76.2 The **Commissioner** may waive the application of the requirements of this Article 76 to payments on contracts entered into pursuant to Section 315 of the City Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the **Agency** may waive the requirements of this Article 76 for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the City.

#### **ARTICLE 77. RECORDS RETENTION**

77.1 The **Contractor** agrees to retain all books, records, and other documents relevant to this **Contract** for six years after the final payment or termination of this **Contract**, whichever is later. City, state, and federal auditors and any other persons duly authorized by the City shall have full access to and the right to examine any such books, records, and other documents during the retention period.

#### **ARTICLE 78. EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS**

78.1 Pre-Bidding (Investigation) Viewing of Site – Bidders must carefully view and examine the **Site** of the proposed **Work**, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions and hazards on, about or above the **Site** relating to or affecting in any way the performance of the **Work** to be done under the **Contract** that were or should have been known by a reasonably prudent bidder. To arrange a date for visiting the **Site**, bidders are to contact the **Agency** contact person specified in the bid documents.

78.2 Should the **Contractor** encounter during the progress of the **Work** site conditions or environmental hazards at the **Site** materially differing from any shown on the **Contract Drawings** or indicated in the **Specifications** or such conditions or environmental hazards as could not reasonably have been anticipated by the **Contractor**, which conditions or hazards will materially affect the cost of the **Work** to be done under the **Contract**, the attention of the **Commissioner** must be called immediately to such conditions or hazards before they are disturbed. The **Commissioner** shall thereupon promptly investigate the conditions or hazards. If the **Commissioner** finds that they do so materially differ, and that they could not have been reasonably anticipated by the **Contractor**, the **Contract** may be modified with the **Commissioner's** written approval.

**ARTICLE 79. PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED  
BUSINESS ENTERPRISES IN CITY PROCUREMENT**

**NOTICE TO ALL PROSPECTIVE CONTRACTORS**

**ARTICLE I. M/WBE PROGRAM**

Local Law No. 129 of 2005 added and Local Law 1 of 2013 amended Section 6-129 of the Administrative Code of the City of New York (hereinafter "Section 6-129"). Section 6-129 establishes the program for participation in City procurement ("M/WBE Program") by minority-owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs"), certified in accordance with Section 1304 of the New York City Charter. As stated in Section 6-129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are pursuant to Section 6-129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

**If this Contract is subject to the M/WBE Program established by Section 6-129, the specific requirements of MBE and/or WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "M/WBE Utilization Plan"), and are detailed below. The Contractor must comply with all applicable MBE and WBE requirements for this Contract.**

All provisions of Section 6-129 are hereby incorporated in the Contract by reference and all terms used herein that are not defined herein shall have the meanings given such terms in Section 6-129. Article I, Part A, below, sets forth provisions related to the participation goals for construction, standard and professional services contracts. Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE Program.

**PART A**

**PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD  
AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS**

1. The MBE and/or WBE Participation Goals established for this Contract or Task Orders issued pursuant to this Contract, ("Participation Goals"), as applicable, are set forth on Schedule B, Part I to this Contract (see Page 1, line 1 Total Participation Goals) or will be set forth on Schedule B, Part I to Task Orders issued pursuant to this Contract, as applicable.

The **Participation Goals** represent a percentage of the total dollar value of the Contract or Task Order, as applicable, that may be achieved by awarding subcontracts to firms certified with New York City Department of Small Business Services as MBEs and/or WBEs, and/or by crediting the participation of prime contractors and/or qualified joint ventures as provided in Section 3 below, unless the goals have been waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

2. If **Participation Goals** have been established for this Contract or Task Orders issued pursuant to this Contract, Contractor agrees or shall agree as a material term of the Contract that Contractor shall be subject to the **Participation Goals**, unless the goals are waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

3. If **Participation Goals** have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant **Participation Goal**, provided that in accordance with Section 6-129 the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.

A Contractor that is a qualified joint venture (as defined in Section 6-129(c)(30)) shall be permitted to count a percentage of its own participation toward fulfillment of the relevant **Participation Goal**. In accordance with Section 6-129, the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that Contractor pays to direct subcontractors, and then multiplying the remainder by the percentage to be applied to total profit to determine the amount to which an MBE or WBE is entitled pursuant to the joint venture agreement, provided that where a participant in a joint venture is certified as both an MBE and a WBE, such amount shall be counted either toward the goal for MBEs or the goal for WBEs, but not both.

4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre- award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

B. (i) If this Contract is for a master services agreement or other requirements type contract that will result in the issuance of Task Orders that will be individually registered ("Master Services Agreement") and is subject to M/WBE **Participation Goals**, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Participation Requirements for Master Services Agreements That Will Require Individually Registered Task Orders, Part II (page 2) indicating the prospective contractor's certification and required affirmations to make all reasonable good faith efforts to meet participation goals established on each individual Task Order issued pursuant to this Contract, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified **Participation Goals** by soliciting and obtaining the participation of certified MBE and/or WBE firms. In the event that the Schedule B indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals** that may be established on Task Orders issued pursuant to this Contract, the bid or proposal, as applicable, shall be deemed nonresponsive.

(ii) **Participation Goals** on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If **Participation Goals** have been established on a Task Order, a contractor shall be required to submit a Schedule B – M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. The contractor must engage in good faith efforts to meet the **Participation Goals** as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

**C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.**

5. Where an M/WBE Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multiyear contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work. In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.**

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the

firms' commencement of work. A list of MBE and WBE firms may be obtained from the DSBS website at [www.nyc.gov/buycertified](http://www.nyc.gov/buycertified), by emailing DSBS at [buyer@sbs.nyc.gov](mailto:buyer@sbs.nyc.gov), by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting [www.nyc.gov/getcertified](http://www.nyc.gov/getcertified), emailing [MWBE@sbs.nyc.gov](mailto:MWBE@sbs.nyc.gov), or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

7. Where an M/WBE Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to, the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.

8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's M/WBE Utilization Plan, Agency shall take appropriate action, in accordance with Section 6-129 and Article II below, unless the Contractor has obtained a modification of its M/WBE Utilization Plan in accordance with Section 6-129 and Part A, Section 11 below.

9. Where an M/WBE Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds the greater of 10 percent of the Contract or Task Order, as applicable, or \$500,000, Agency shall review the scope of work for the Contract or Task Order, as applicable, and the scale and types of work involved in the change order, and determine whether the **Participation Goals** should be modified.

10. Pre-award waiver of the **Participation Goals**. (a) A bidder or proposer, or contractor with respect to a Task Order, may seek a pre-award full or partial waiver of the **Participation Goals** in accordance with Section 6-129, which requests that Agency change one or more **Participation Goals** on the grounds that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, or by demonstrating that it has legitimate business reasons for proposing a lower level of subcontracting in its M/WBE Utilization Plan.

(b) To apply for a full or partial waiver of the **Participation Goals**, a bidder, proposer, or contractor, as applicable, must complete Part III (Page 5) of Schedule B and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at [poped@ddc.nyc.gov](mailto:poped@ddc.nyc.gov) or via facsimile at (718) 391-1886. Bidders, proposers, or contractors, as applicable, who have submitted requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

(c) If the Agency determines that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, it shall revise the solicitation and extend the deadline for bids and proposals, or revise the Task Order, as applicable.

(d) Agency may grant a full or partial waiver of the **Participation Goals** to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of subcontracting in its **M/WBE Utilization Plan**. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the **Participation Goals**. In making such determination, Agency may consider whether the **M/WBE Utilization Plan** is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, whether the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.

11. **Modification of M/WBE Utilization Plan.** (a) A Contractor may request a modification of its **M/WBE Utilization Plan** after award of this Contract. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its M/WBE Utilization Plan as part of its bid submission.** The Agency may grant a request for Modification of a Contractor's **M/WBE Utilization Plan** if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the **Participation Goals**. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

- (i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
- (ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
- (iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
- (iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the **M/WBE Utilization Plan**, and for which the Contractor claims an inability to retain MBEs or WBEs;
- (v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
- (vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
- (vii) Timely written requests for assistance made by the Contractor to Agency's **M/WBE liaison officer** and to **DSBS**;
- (viii) Description of how recommendations made by **DSBS** and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

Agency's **M/WBE officer** shall provide written notice to the Contractor of the determination.

(b) The Agency may modify the **Participation Goals** when the scope of the work has been changed by the Agency in a manner that affects the scale and types of work that the Contractor indicated in its **M/WBE Utilization Plan** would be awarded to subcontractors.

12. If this Contract is for an indefinite quantity of construction, standard or professional services or is a requirements type contract and the Contractor has submitted an M/WBE Utilization Plan and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Participation Goals**, the Contractor will not be deemed in violation of the M/WBE Program requirements for this Contract with regard to any work which was intended to be subcontracted to an MBE and/or WBE to the extent that the Agency has determined that such work is not needed.

13. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, at least once annually during the term of the Contract or Task Order, as applicable, Agency shall review the Contractor's progress toward attainment of its M/WBE Utilization Plan, including but not limited to, by reviewing the percentage of work the Contractor has actually awarded to MBE and/or WBE subcontractors and the payments the Contractor made to such subcontractors.

14. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

#### **PART B: MISCELLANEOUS**

1. The Contractor shall take notice that, if this solicitation requires the establishment of an M/WBE Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See §6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the M/WBE Utilization Plan.

2. Pursuant to DSBS rules, construction contracts that include a requirement for an M/WBE Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.

3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and/or WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and/or WBEs in contracts.

4. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c)(30).

5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE Program requirements set forth herein and the pertinent provisions of Section 6-129, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE Program requirements of this Contract and pertinent provisions of Section 6-129, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of MBEs and/or WBEs to meet the required **Participation Goals**.

#### **ARTICLE II. ENFORCEMENT**

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.

2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any M/WBE Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering the Contractor an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.

3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to, any M/WBE Utilization Plan, Agency may determine that one of the following actions should be taken:

- (a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
- (b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
- (c) making a finding that the Contractor is in default of the Contract;
- (d) terminating the Contract;
- (e) declaring the Contractor to be in breach of Contract;
- (f) withholding payment or reimbursement;
- (g) determining not to renew the Contract;
- (h) assessing actual and consequential damages;
- (i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;
- (j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or
- (k) taking any other appropriate remedy.

4. If an M/WBE Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to fulfill its **Participation Goals** contained in its M/WBE Utilization Plan or the **Participation Goals** as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of work required to be awarded to MBE and/or WBE firms to meet the **Participation Goals** and the dollar amount the Contractor actually awarded and paid, and/or credited, to MBE and/or WBE firms. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the **Participation Goals**, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6-129, Agency shall notify the Commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.



6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE and/or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

7. The Contractor's record in implementing its M/WBE Utilization Plan shall be a factor in the evaluation of its performance. Whenever Agency determines that a Contractor's compliance with an M/WBE Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief Procurement Officer, file an advice of caution form for inclusion in VENDEX as caution data.

IN WITNESS WHEREOF, the Commissioner, on behalf of the City of New York, and the Contractor, have executed this agreement in quadruplicate, two parts of which are to remain with the Commissioner, another to be filed with the Comptroller of the City, and the fourth to be delivered to the Contractor.

THE CITY OF NEW YORK

By: *Louise Gills*  
Commissioner

CONTRACTOR:

By: *A. George*  
(Member of Firm or Officer of Corporation)

Title: *President & CEO*

(Where Contractor is a Corporation, add):  
Attest:

\_\_\_\_\_  
Secretary

(Seal)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Kings ss:

On this 28 day of Jan, 2020, before me personally came Michael A D'Aonof to me known who, being by me duly sworn did depose and say that he resides at 3130 Park Ave South Plainfield, NJ 07080 that he is the President & CEO of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

**BRENDA A. BARREIRO**  
Notary Public, State of New York  
No. 01BA6351073  
Qualified in Kings County  
Commission Expires Nov. 28, 2020

Brenda A Barri  
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, and known to me to be one of the members of the firm of \_\_\_\_\_ described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT BY COMMISSIONER

State of New York County of Kings ss:

On this 30<sup>th</sup> day of Jan., 2020, before me personally came Lorraine Grillo to me known, and known to be the ~~Deputy~~ Commissioner of the Department of Design and Construction of The City of New York, the person described as such in and who as such executed the foregoing instrument and acknowledged to me that he executed the same as ~~Deputy~~ Commissioner for the purposes therein mentioned.

Brenda A. Barreiro  
Notary Public or Commissioner of Deeds

**BRENDA A. BARREIRO**  
Notary Public, State of New York  
No. 01BA6351073  
Qualified in Kings County  
Commission Expires Nov. 28, 2020

AUTHORITY

MAYOR'S CERTIFICATE NO. CBX  
BUDGET DIRECTOR'S CERTIFICATE NO.

DATED  
DATED

APPROPRIATION  
COMMISSIONER'S CERTIFICATE

In conformity with the provisions of Section 6-101 of the Administrative Code of the City of New York, it is hereby certified that the estimated cost of the work, materials and supplies required by the within Contract, amounting to

twenty-six million five hundred  
eighty-seven thousand

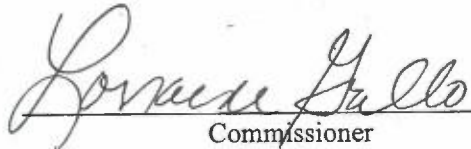
Dollars (\$ 26,587,000, - )

is chargeable to the fund of the Department of Design and Construction entitled Code

SANDROI

Department of Design and Construction

I hereby certify that the specifications contained herein comply with the terms and conditions of the BUDGET.

  
Commissioner

COMPTROLLER'S CERTIFICATE

The City of New York \_\_\_\_\_

Pursuant to the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this Contract sufficient to pay the estimated expense of executing the same viz:

\$ \_\_\_\_\_

\_\_\_\_\_  
Comptroller

**MAYOR'S CERTIFICATE OR  
CERTIFICATE OF THE DIRECTOR  
OF THE BUDGET**

**Performance Bond #1 (Pages 100 to 103): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.**

PERFORMANCE BOND #1 (Page 1)

**PERFORMANCE BOND #1**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That we, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the "Principal,"  
and, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(\$ \_\_\_\_\_) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal is about to enter, or has entered, into a Contract in writing with the City for  
\_\_\_\_\_  
\_\_\_\_\_

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

**NOW, THEREFORE**, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

**Performance Bond #1 (Pages 100 to 103): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.**

PERFORMANCE BOND #1 (Page 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost to complete the contract as determined by the City in excess of the balance of the Contract held by the City, plus any damages or costs to which the City is entitled, up to the full amount of the above penal sum, (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to the City. The Surety (Sureties) further agrees, at its option, either to notify the City that it elects to pay the city the cost of completion plus any applicable damages and costs under option (1) above, or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and, if the Surety elects to fully perform and complete the Work, then to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from the City of the cost of completion. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, and waivers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to subcontractors shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal. Notwithstanding the above, if the City makes payments to the Principal before the time required by the contract that in the aggregate exceed \$100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid for the completion of the Contract as if such sums had not been paid to the Principal, but shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor.



**Performance Bond #1 (Pages 100 to 103): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.**

PERFORMANCE BOND #1 (Page 3)

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Principal (L.S.)

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_

Bond Premium Rate \_\_\_\_\_

Bond Premium Cost \_\_\_\_\_

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

**Performance Bond #1 (Pages 100 to 103): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.**

PERFORMANCE BOND #1 (Page 4)

**ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally came \_\_\_\_\_,  
to me known, who, being by me duly sworn did depose and say that he/she resides  
at \_\_\_\_\_

\_\_\_\_\_ ; that he/she is the \_\_\_\_\_  
of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name to  
the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds.

**ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally came \_\_\_\_\_,  
to me known, who, being by me duly sworn did depose and say that he/she resides  
at \_\_\_\_\_

\_\_\_\_\_ ; that he/she is \_\_\_\_\_ partner of  
\_\_\_\_\_, a limited/general partnership existing under the laws of the State of  
\_\_\_\_\_, the partnership described in and which executed the foregoing instrument;  
and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of  
said partnership.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds.

**ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally came \_\_\_\_\_,  
to me known, who, being by me duly sworn did depose and say that he/she resides  
at \_\_\_\_\_

\_\_\_\_\_, and that he/she is the individual whose name is  
subscribed to the within instrument and acknowledged to me that by his/her signature on the  
instrument, said individual executed the instrument.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

\*\*\*\*\*

Affix Acknowledgments and Justification of Sureties.

**Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.**

Bond No. 015209243

PERFORMANCE BOND #2 (Page 1)

**PERFORMANCE BOND #2**

**KNOW ALL PERSONS BY THESE PRESENTS,;**

That we, J. D'Annunzio & Sons, Inc.

3730 Park Avenue

South Plainfield, NJ 07080

hereinafter referred to as the "Principal,"  
and, Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of \_\_\_\_\_

Twenty Six Million Five Hundred Eighty Seven Thousand Dollars and No/100

(\$ 26,587,000.00) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** the Principal is about to enter, or has entered, into a Contract in writing with the City for

FMS ID: SANDR01, E-PIN: 85019B0021001, DDC PIN: 8502019HW0014C, Hylan Blvd Streetscape Improvements from

Seaver Avenue to Stobe Avenue - Borough of Staten Island

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

**NOW, THEREFORE,** the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

**Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.**

PERFORMANCE BOND #2 (Page 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to either (1) pay the full amount of the above penal sum in complete discharge and exoneration of this bond and of all the liabilities of the Surety relating to this bond, or (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof. The Surety (Sureties) further agrees, at its option, either to tender the penal sum or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any Work to be performed or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

**Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.**

PERFORMANCE BOND #2 (Page 3)

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

\_\_\_\_\_ 17th \_\_\_\_\_ day of January \_\_\_\_\_ 20 20 \_\_\_\_\_

(Seal)

\_\_\_\_\_ J. D'Annunzio & Sons, Inc. \_\_\_\_\_ (L.S.)

Principal

By: \_\_\_\_\_

*Michael A. D'Annunzio, President*  
\_\_\_\_\_  
Surety

Liberty Mutual Insurance Company

By: \_\_\_\_\_

*Pamela J. Boyle*  
\_\_\_\_\_  
Pamela J. Boyle, Atty-In-Fact (pboyle@chagency.com) (Ph:973-890-0900 Fax:973-890-9038)

Surety

(Seal)

By: \_\_\_\_\_

Surety

(Seal)

By: \_\_\_\_\_

Surety

(Seal)

By: \_\_\_\_\_

Surety

(Seal)

By: \_\_\_\_\_

Bond Premium Rate \_\_\_\_\_

Bond Premium Cost \_\_\_\_\_

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

**Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.**

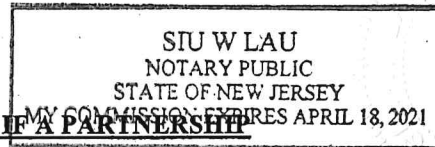
PERFORMANCE BOND #2 (Page 4)

**ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION**

State of NEW JERSEY County of MIDDLESEX ss:

On this 20th day of JANUARY, 2020 before me personally came Michael A. D'Annunzio, to me known, who, being by me duly sworn did depose and say that he resides at 1 James Court, Scotch Plains, NJ 07076; 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.

[Signature]  
Notary Public or Commissioner of Deeds.



**ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_; that he/she is \_\_\_\_\_ partner of \_\_\_\_\_, a limited/general partnership existing under the laws of the State of \_\_\_\_\_, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

**ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

\*\*\*\*\*

Affix Acknowledgments and Justification of Sureties.





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200339-973841

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lisa Nosal; Pamela J. Boyle; Robert E. Culnen; Joseph W. Mallory; Louis A. Vlahakes

all of the city of Totowa state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of January, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of January, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of January, 2020.



By: Renee C. Llewellyn, Assistant Secretary





LIBERTY MUTUAL INSURANCE COMPANY  
**FINANCIAL STATEMENT — DECEMBER 31, 2018**

<b>Assets</b>		<b>Liabilities</b>	
Cash and Bank Deposits.....	\$464,341,712	Unearned Premiums .....	\$7,851,429,449
*Bonds — U.S Government .....	2,259,714,810	Reserve for Claims and Claims Expense.....	20,165,209,300
*Other Bonds .....	11,864,776,740	Funds Held Under Reinsurance Treaties .....	384,795,327
*Stocks.....	16,527,715,226	Reserve for Dividends to Policyholders .....	1,111,529
Real Estate .....	255,809,551	Additional Statutory Reserve.....	62,866,000
Agents' Balances or Uncollected Premiums .....	5,817,927,234	Reserve for Commissions, Taxes and	
Accrued Interest and Rents .....	108,139,840	Other Liabilities.....	3,999,822,802
Other Admitted Assets .....	11,532,139,744	<b>Total.....</b>	<b>\$32,465,234,407</b>
		Special Surplus Funds .....	\$43,108,583
		Capital Stock .....	10,000,000
		Paid in Surplus.....	10,044,912,727
		Unassigned Surplus .....	6,267,309,139
		<b>Surplus to Policyholders .....</b>	<b>16,365,330,449</b>
<b>Total Admitted Assets.....</b>	<b><u>\$48,830,564,857</u></b>	<b>Total Liabilities and Surplus .....</b>	<b><u>\$48,830,564,856</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2018, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 22<sup>nd</sup> day of March, 2019.

*T. Mikolajewski*

\_\_\_\_\_  
 Assistant Secretary

**Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.**

Bond No. 015209243

PAYMENT BOND (Page 1)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, \_\_\_\_\_

J. D'Annunzio & Sons, Inc.

3730 Park Avenue

South Plainfield, NJ 07080

hereinafter referred to as the "Principal", and \_\_\_\_\_

Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of

Twenty Six Million Five Hundred Eighty Seven Thousand Dollars and No/100

(\$26,587,000.00) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for FMS ID: SANDR01, E-PIN: 85019B0021001, DDC PIN: 8502019HW0014C, Hylan Blvd Streetscape Improvements from Seaver Avenue to Stobe Avenue - Borough of Staten Island

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site

**Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.**

PAYMENT BOND (Page 2)

of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

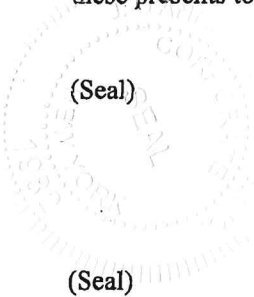
The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be place in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

**Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.**

PAYMENT BOND (Page 3)

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this 17th day of January, 2020.



(Seal)

J. D'Annunzio & Sons, Inc. \_\_\_\_\_ (L.S.)

Principal

By: \_\_\_\_\_

*Michael A. D'Annunzio, President*

Liberty Mutual Insurance Company

(Seal)

Surety

By: \_\_\_\_\_

*Pamela J. Boyle*  
Pamela J. Boyle, Atty-In-Fact (pboyle@chagency.com) (Ph:973-890-0900 Fax:973-890-9038)

(Seal)

Surety

By: \_\_\_\_\_

(Seal)

Surety

By: \_\_\_\_\_

(Seal)

Surety

By: \_\_\_\_\_

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

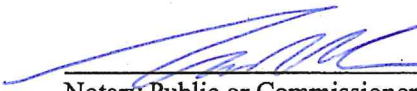
**Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.**

PAYMENT BOND (Page 4)

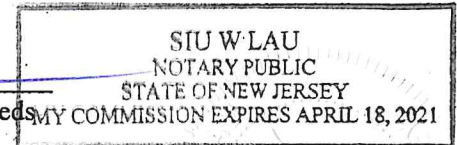
**ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION**

State of NEW JERSEY County of MIDDLESEX ss:

On this 20th day of January, 2020, before me personally came MICHAEL A. D'ANNUNZIO to me known, who, being by me duly sworn did depose and say that he resides at 1 JAMES COURT SCOTCH PLAINS, NJ 07076 that he is the PRESIDENT of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.



Notary Public or Commissioner of Deeds



**ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, and known to me to be one of the members of the firm of \_\_\_\_\_ described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

**ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

\*\*\*\*\*

Affix Acknowledgments and Justification of Sureties.

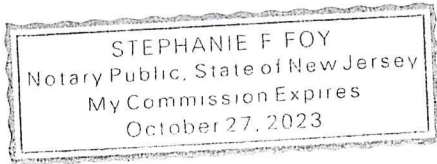
ACKNOWLEDGEMENT OF SURETY

State of New Jersey ]  
  |-ss  
County of Passaic    ]

On January 17, 2020, before me personally came Pamela J. Boyle to me known, who, being by me duly sworn, did depose and say that she is an attorney-in-fact of Liberty Mutual Insurance Company the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, and that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My Commission expires:

  
Notary Public





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200339-973841

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lisa Nosal; Pamela J. Boyle; Robert E. Culnen; Joseph W. Mallory; Louis A. Vlahakes

all of the city of Totowa state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of January, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of January, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of January, 2020.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY  
**FINANCIAL STATEMENT — DECEMBER 31, 2018**

<b>Assets</b>	<b>Liabilities</b>
Cash and Bank Deposits.....	\$464,341,712
*Bonds — U.S Government .....	2,259,714,810
*Other Bonds .....	11,864,776,740
*Stocks.....	16,527,715,226
Real Estate .....	255,809,551
Agents' Balances or Uncollected Premiums .....	5,817,927,234
Accrued Interest and Rents .....	108,139,840
Other Admitted Assets .....	11,532,139,744
<b>Total Admitted Assets.....</b>	<b><u>\$48,830,564,857</u></b>
	Unearned Premiums .....
	\$7,851,429,449
	Reserve for Claims and Claims Expense.....
	20,165,209,300
	Funds Held Under Reinsurance Treaties .....
	384,795,327
	Reserve for Dividends to Policyholders .....
	1,111,529
	Additional Statutory Reserve.....
	62,866,000
	Reserve for Commissions, Taxes and
	Other Liabilities.....
	3,999,822,802
	<b>Total.....</b>
	<b><u>\$32,465,234,407</u></b>
	Special Surplus Funds .....
	\$43,108,583
	Capital Stock .....
	10,000,000
	Paid in Surplus.....
	10,044,912,727
	Unassigned Surplus .....
	6,267,309,139
	<b>Surplus to Policyholders .....</b>
	<b>16,365,330,449</b>
	<b>Total Liabilities and Surplus .....</b>
	<b><u>\$48,830,564,856</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2018, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 22<sup>nd</sup> day of March, 2019.

*T. Mikolajewski*

\_\_\_\_\_  
 Assistant Secretary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).


<b>PRODUCER</b> C&H AGENCY 783 Riverview Drive P.O. Box 324 Totowa NJ 07511	<b>CONTACT NAME:</b> Jean Waliky <b>PHONE (A/C, No, Ext):</b> (973) 890-0900 <b>E-MAIL ADDRESS:</b> jwaliky@chagency.com	<b>FAX (A/C, No):</b> (973) 812-9860
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> J. D'Annunzio & Sons, Inc. 3730 Park Avenue South Plainfield, NJ 07080	<b>INSURER A:</b> Travelers Indemnity Co of America	
	<b>INSURER B:</b> Travelers Indemnity Co.	
	<b>INSURER C:</b> Travelers Prop Casualty Co of Am	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 19-20 JD- GL,A,U,WC                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Broad Form PD <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			DT-CO-7G780954-TIA-19	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			810-8L740892-19-26-G	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			CUP-2N364259-19-26	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<input checked="" type="checkbox"/> 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	UB-0K319718-19-26-G NY & NJ	3/1/2019	3/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: FMS ID: SANDR01, E-PIN: 85019B0021001, DDC PIN: 8502019HW0014C, Hylan Blvd, Streetscape Improvements from Seaver Avenue to Stobe Avenue-Borough of Staten Island.  
 City of New York, including its officials and employees, New York State Department of Transportation, including its officials and employees, New York State Housing Trust Fund Corporation, NYS Governor's Office of Storm Recovery (GOSR), including Subrecipient its officials and employees and National Grid are included as Additional Insureds with respect to this project, but only if required by written and signed contract. Additional Insured Endorsement applies per policy form CG D2 46 (08-05) attached.

<b>CERTIFICATE HOLDER</b>  New York City Department of Design and Construction 30-30 Thompson Ave Long Island, NY 11101	<b>CANCELLATION</b>  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  Robert Culnen/DEMI 

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**BLANKET ADDITIONAL INSURED  
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only 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 requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. 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
    - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must 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:
    - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.



COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) The additional insured must 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.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
1b. Business Telephone Number of Insured
1c. Federal Employer Identification Number of Insured or Social Security Number
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
3a Name of Insurance Carrier
3b Policy Number of Entity Listed in Box "1a"
3c Policy effective period
4. Policy provides the following benefits:
5. Policy covers:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 01-16-2020
Elizabeth Tello
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)
Telephone Number (212) 553-8074 Name and Title: Elizabeth Tello - Assistant Director, Statutory Services

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.
Date Signed By
(Signature of Authorized NYS Workers' Compensation Board Employee)
Telephone Number Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1 a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.**

### DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



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 included/excluded.

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: Theodora Ferreira (Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [Signature] 1/16/2020 (Signature) (Date)

Title: Account Executive

Telephone Number of authorized representative or licensed agent of insurance carrier: 973-890-0900

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.





OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

LABOR LAW ARTICLE 8 - NYC PUBLIC WORKS

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to Labor Law Article 8 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work projects. Prevailing rates are required to be annexed to and form part of the public work contract pursuant to § 220 (3).

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to New York State Labor Law section § 220 (5). The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

Agency Chief Contracting Officers should contact the Bureau of Labor Law's Classification Unit with any questions concerning trade classifications, prevailing rates or prevailing practices with respect to procurement on New York City public work contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public work contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public work contracts in the procurement stage must contact the contracting agency responsible for the procurement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public work contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-4443. All callers must have the agency name and contract registration number available when calling with questions on public work contracts. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 651, New York, N.Y. 10007; Fax (212) 669-4002.

The appropriate schedule of prevailing wages and benefits must be posted at all public work sites pursuant to Labor Law § 220 (3-a) (a).

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site [comptroller.nyc.gov/wages](http://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](http://comptroller.nyc.gov/wages).

The Comptroller's Office has attempted to include all overtime, shift and night differential, Holiday, Saturday, Sunday or other premium time work. However, this schedule does not set forth every prevailing practice with respect to such rates with which employers must comply. All such practices are nevertheless part of the employer's prevailing wage obligation and contained in the collective bargaining agreements of the prevailing wage unions. These collective bargaining agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Prevailing rates and ratios for apprentices are published in the Construction Apprentice Prevailing Wage Schedule. Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be paid at the apprentice rates. Apprentices who are not so registered must be paid as journey persons.

New York City public work projects awarded pursuant to a Project Labor Agreement ("PLA") in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA's pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor's Office of Contract Services (MOCS) web page at:

<https://www1.nyc.gov/site/mocs/legal-forms/project-labor-agreements.page>

All the provisions of Labor Law Article 8 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller in accordance with the trade classifications in this schedule; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's pre-negotiated labor agreement.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

- 1) Provide bona fide fringe benefits which cost the employer no less than the prevailing supplemental benefits rate; or
- 2) Supplement the employee's hourly wage by an amount no less than the prevailing supplemental benefits rate; or
- 3) Provide a combination of bona fide fringe benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Although prevailing wage laws do not require employers to provide bona fide fringe benefits (as opposed to wage supplements) to their employees, other laws may. For example, the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq., the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001 et seq., and the New York City Paid Sick Leave Law, N.Y.C. Admin. Code § 20-911 et seq., require certain employers to provide certain benefits to their employees. Labor agreements to which employers are a party may also require certain benefits. The Comptroller's Office does not enforce these laws or agreements.

Employers must provide prevailing supplemental benefits at the straight time rate for each hour worked unless otherwise noted in the classification.

Paid Holidays, Vacation and Sick Leave when listed must be paid or provided in addition to the prevailing hourly supplemental benefit rate.

For more information, please refer to the Comptroller's Prevailing Wage Law Regulations in Title 44 of the Rules of the City of New York, Chapter 2, available at [comptroller.nyc.gov/wages](http://comptroller.nyc.gov/wages).

**Wasył Kinach, P.E.**  
Director of Classifications  
Bureau of Labor Law

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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**ASBESTOS HANDLER  
SEE HAZARDOUS MATERIAL HANDLER**

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**BLASTER**

**Blaster**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$55.86  
Supplemental Benefit Rate per Hour: \$44.38

**Blaster- Hydraulic Trac Drill**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$50.00  
Supplemental Benefit Rate per Hour: \$44.38

**Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$49.17  
Supplemental Benefit Rate per Hour: \$44.38

**Blaster - Journeyperson**

(Laborer, Chipper/Jackhammer including Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers and Hydro (Water) Demolition, Powder Carrier, Hydraulic Chuck Tender, Chuck Tender and Nipper)

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$42.65  
Supplemental Benefit Rate per Hour: \$44.38

**Blaster - Magazine Keepers: (Watch Person)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$21.00  
Supplemental Benefit Rate per Hour: \$44.38

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

Labor Day  
Thanksgiving Day

**Shift Rates**

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

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**BOILERMAKER**

**Boilermaker**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$59.17

Supplemental Benefit Rate per Hour: \$44.59

Supplemental Note: For time and one half overtime - \$66.44 For double overtime - \$88.28

**Overtime Description**

For Repair and Maintenance work:

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

For New Construction work:

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Quadruple time the regular rate for work on the following holiday(s).  
Labor Day

### **Paid Holidays**

Good Friday  
Day after Thanksgiving  
Day before Christmas  
Day before New Year's Day

### **Shift Rates**

When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7 ½) hours and receive eight hours at the regular straight time hourly rate plus twenty-five cents (\$0.25) per hour. The third shift shall work seven (7) hours and receive eight hours at the regular straight time hourly rate plus fifty cents (\$0.50) per hour. A thirty (30) minute lunch period shall not be considered as time worked. Work in excess of the above shall be paid overtime at the appropriate new construction work or repair work overtime wage and supplemental benefit hourly rate.

(Local #5)

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## **BRICKLAYER**

### **Bricklayer**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$56.32  
Supplemental Benefit Rate per Hour: \$33.11

### **Overtime**

Time and one half the regular rate after a 7 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.  
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).  
New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

Overtime rates to be paid outside the regular scheduled work day.

(Bricklayer District Council)

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**CARPENTER - BUILDING COMMERCIAL**

**Building Commercial**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$52.50

Supplemental Benefit Rate per Hour: \$46.38

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Paid Holidays**

None

**Shift Rates**

The employer may work two (2) shifts with the first shift at the straight time wage rate starting at the established time between 7 a.m. and 9 a.m. The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight (8) hours pay for seven (7) hours of work, nine (9) hours pay for eight (8) hours of work.



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

When it is not possible to conduct alteration work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

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**CARPENTER - HEAVY CONSTRUCTION WORK**  
(Construction of Engineering Structures and Building Foundations)

**Heavy Construction Work**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$54.68

Supplemental Benefit Rate per Hour: \$51.73

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

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## **CARPENTER - HIGH RISE CONCRETE FORMS** (Excludes Engineering Structures and Building Foundations)

### **Carpenter High Rise A**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$50.78**

Supplemental Benefit Rate per Hour: **\$43.44**

### **Carpenter High Rise B**

Carpenter High Rise B worker is excluded from high risk operations such as erection decking, perimeter debris netting, leading edge work, self-climbing form systems, and the installation of cocoon systems unless directly supervised by a Carpenter High Rise A worker.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$40.19**

Supplemental Benefit Rate per Hour: **\$16.75**

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

The second shift wage rate shall be 113% of the straight time hourly wage rate. There must be a first shift in order to work a second shift.

(Carpenters District Council)

## **CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST**

### **Carpenter - Hod Hoist**

(Assisted by Mason Tender)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$50.50

Supplemental Benefit Rate per Hour: \$39.56

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

(Carpenters District Council)

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## **CARPENTER - WOOD WATER STORAGE TANK**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Tank Mechanic**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$32.77  
Supplemental Benefit Rate per Hour: \$14.91

**Tank Helper**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$26.78  
Supplemental Benefit Rate per Hour: \$14.91

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.  
Time and one half the regular rate for work on a holiday plus the day's pay.

**Paid Holidays**

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Day after Thanksgiving  
1/2 day on Christmas Eve if work is performed in the A.M.  
1/2 day on New Year's Eve if work is performed in the A.M.

**Vacation**

Employed for one (1) year.....one (1) week vacation (40 hours)  
Employed for three (3) years.....two (2) weeks vacation (80 hours)  
Employed for more than twenty (20) years.....three (3) weeks vacation (120 hours)

**SICK LEAVE:**

Two (2) sick days after being employed for twenty (20) years.

(Carpenters District Council)

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**CEMENT & CONCRETE WORKER**

**Cement & Concrete Worker**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$43.53

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$28.80  
Supplemental Note: \$32.30 on Saturdays; \$35.80 on Sundays & Holidays

**Cement & Concrete Worker - (Hired after 2/6/2016)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$33.05  
Supplemental Benefit Rate per Hour: \$20.80  
Supplemental Note: \$22.30 on Saturdays; \$23.80 on Sundays & Holidays

**Overtime Description**

Time and one half the regular rate after 7 hour day (time and one half the regular rate after an 8 hour day when working with Dockbuilders on pile cap forms and for work below street level to the top of the foundation wall, not to exceed 2 feet or 3 feet above the sidewalk-brick shelf, when working on the foundation and structure.)

**Overtime**

Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

1/2 day before Christmas Day  
1/2 day before New Year's Day

**Shift Rates**

On shift work extending over a twenty-four hour period, all shifts are paid at straight time.

(Cement Concrete Workers District Council)

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**CEMENT MASON**

**Cement Mason**

Effective Period: 7/1/2019 - 6/30/2020

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$43.97**

Supplemental Benefit Rate per Hour: **\$39.56**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

### Overtime Description

Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

### Shift Rates

For an off shift day, (work at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential. Four Days a week at Ten (10)hour day.

(Local #780) (BCA)

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## CORE DRILLER

### Core Driller

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$40.44**

Supplemental Benefit Rate per Hour: **\$26.70**

### Core Driller Helper

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$32.12**

Supplemental Benefit Rate per Hour: **\$26.70**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Core Driller Helper(Third year in the industry)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$28.91  
Supplemental Benefit Rate per Hour: \$26.70

**Core Driller Helper (Second year in the industry)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$25.70  
Supplemental Benefit Rate per Hour: \$26.70

**Core Driller Helper (First year in the industry)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$22.48  
Supplemental Benefit Rate per Hour: \$26.70

**Overtime Description**

Time and one half the regular rate for work on a holiday plus Holiday pay when worked.

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.  
Time and one half the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Shift Rates**

The shift day shall be the continuous eight and one-half (8½) hours from 6:00 A.M. to 2:30 P.M. and from 2:30 P.M. to 11:00 P.M., including one-half (½) hour of employees regular rate of pay for lunch. When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive seventy-five cents (\$0.75) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

(Carpenters District Council)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## DERRICKPERSON AND RIGGER

### Derrick Person & Rigger

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$46.86

Supplemental Benefit Rate per Hour: \$51.40

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$52.82 - For work performed in Staten Island.

### Derrick Person & Rigger - Site Work

Assists the Stone Mason-Setter in the setting of stone and paving stone.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$40.29

Supplemental Benefit Rate per Hour: \$39.23

### **Overtime Description**

The first two hours of overtime on weekdays and the first seven hours of work on Saturdays are paid at time and one half for wages and supplemental benefits. All additional overtimes is paid at double time for wages and supplemental benefits. Deduct \$1.42 from the Staten Island hourly benefits rate before computing overtime.

### **Overtime**

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

1/2 day on Christmas Eve if work is performed in the A.M.

(Local #197)

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## DIVER

### Diver (Marine)



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$69.31  
Supplemental Benefit Rate per Hour: \$51.10

**Diver Tender (Marine)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$49.22  
Supplemental Benefit Rate per Hour: \$51.10

**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  
Columbus Day  
Presidential Election Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

When three shifts are utilized each shift shall work seven and one half-hours (7 1/2 hours) and paid for 8 hours, allowing for one half hour for lunch.

(Carpenters District Council)

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**DOCKBUILDER - PILE DRIVER**

**Dockbuilder - Pile Driver**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$54.63  
Supplemental Benefit Rate per Hour: \$51.10

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

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**DRIVER: TRUCK (TEAMSTER)**

**Driver - Dump Truck**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$41.18

Supplemental Benefit Rate per Hour: \$49.65

Supplemental Note: Over 40 hours worked: at time and one half rate - \$22.08; at double time rate - \$29.44

**Driver - Tractor Trailer**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$43.84

Supplemental Benefit Rate per Hour: \$49.03

Supplemental Note: Over 40 hours worked: at time and one half rate - \$19.80; at double time rate - \$26.40

**Driver - Euclid & Turnapull Operator**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$44.40

Supplemental Benefit Rate per Hour: \$49.03

Supplemental Note: Over 40 hours worked: at time and one half rate - \$19.80; at double time rate - \$26.40

### Overtime Description

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

### Paid Holidays

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

### Shift Rates

Off single shift work commencing between 6:00 P.M. and 5:00 A.M. shall work eight and one half (8 1/2) hours allowing for one half hour for lunch and be paid 117.3% of the straight time hourly wage rate.

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### Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$39.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$45.52

Supplemental Note: Over 40 hours worked: time and one half rate \$16.78; double time rate \$22.37

**Overtime Description**

For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to paid for these holidays, provided they shape each remaining workday during that calendar week.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

President's Day

Columbus Day

Veteran's Day

Triple time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Christmas Day

(Local #282)

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**ELECTRICIAN**

(Including installation of low voltage cabling carrying data, video and/or voice on building construction/alteration/renovation projects.)

**Electrician "A" (Regular Day / Day Shift)**

Effective Period: 7/1/2019 - 6/30/2020

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$56.00  
Supplemental Benefit Rate per Hour: \$56.37

**Electrician "A" (Regular Day Overtime after 7 hrs / Day Shift Overtime after 8 hrs)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$84.00  
Supplemental Benefit Rate per Hour: \$59.91

**Electrician "A" (Swing Shift)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$65.71  
Supplemental Benefit Rate per Hour: \$64.16

**Electrician "A" (Swing Shift Overtime After 7.5 hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$98.57  
Supplemental Benefit Rate per Hour: \$68.32

**Electrician "A" (Graveyard Shift)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$73.60  
Supplemental Benefit Rate per Hour: \$70.72

**Electrician "A" (Graveyard Shift Overtime After 7 hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$110.40  
Supplemental Benefit Rate per Hour: \$75.37

**Overtime**

Time and one half the regular rate after a 7 hour day.  
Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on a holiday.  
New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Christmas Day

**Paid Holidays**

None

**Shift Rates**

When so elected by the Employer, one or more shifts of at least five days duration may be scheduled as follows:  
Day Shift: 8:00 am to 4:30 pm, Swing Shift 4:30 pm to 12:30 am, Graveyard Shift: 12:30 am to 8:00 am.

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is \$24.92.

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**Electrician "M" (First 8 hours)**

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$29.00

Supplemental Benefit Rate per Hour: \$23.43

First and Second Year "M" Wage Rate Per Hour: \$24.50

First and Second Year "M" Supplemental Rate: \$21.07

**Electrician "M" (Overtime After First 8 hours)**

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$43.50

Supplemental Benefit Rate per Hour: \$25.26

First and Second Year "M" Wage Rate Per Hour: \$36.75

First and Second Year "M" Supplemental Rate: \$22.62

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

(Local #3)

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**ELECTRICIAN - ALARM TECHNICIAN**

(Scope of Work - Inspect, test, repair, and replace defective, malfunctioning, or broken devices, components and controls of Fire, Burglar and Security Systems)

**Alarm Technician**

Effective Period: 7/1/2019 - 3/9/2020

Wage Rate per Hour: \$33.40

Supplemental Benefit Rate per Hour: \$17.68

Supplemental Note: \$16.06 only after 8 hours worked in a day

Effective Period: 3/10/2020 - 6/30/2020

Wage Rate per Hour: \$33.90

Supplemental Benefit Rate per Hour: \$18.43

Supplemental Note: \$16.80 only after 8 hours worked in a day

**Overtime Description**

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.

Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Paid Holidays**

New Year's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Shift Rates**

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:00 A.M.

**Vacation**

At least 1 year of employment.....ten (10) days  
5 years or more of employment.....fifteen (15) days  
10 years of employment.....twenty (20) days  
Plus one Personal Day per year

**Sick Days:**

One day per Year. Up to 4 vacation days may be used as sick days.

(Local #3)

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**ELECTRICIAN-STREET LIGHTING WORKER**

**Electrician - Electro Pole Electrician**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$56.00  
Supplemental Benefit Rate per Hour: \$58.27

**Electrician - Electro Pole Foundation Installer**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$42.66  
Supplemental Benefit Rate per Hour: \$43.39

**Electrician - Electro Pole Maintainer**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$36.61  
Supplemental Benefit Rate per Hour: \$39.05

**Overtime Description**



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.

Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.

Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

### Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Paid Holidays

None

(Local #3)

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## ELEVATOR CONSTRUCTOR

### Elevator Constructor

Effective Period: 7/1/2019 - 3/16/2020

Wage Rate per Hour: \$66.95

Supplemental Benefit Rate per Hour: \$36.65

Effective Period: 3/17/2020 - 6/30/2020

Wage Rate per Hour: \$69.56

Supplemental Benefit Rate per Hour: \$37.47

### Overtime Description

For New Construction: work performed after 7 or 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

### Overtime

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Vacation**

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

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**ELEVATOR REPAIR & MAINTENANCE**

**Elevator Service/Modernization Mechanic**

Effective Period: 7/1/2019 - 3/16/2020

Wage Rate per Hour: \$52.44

Supplemental Benefit Rate per Hour: \$36.55

Effective Period: 3/17/2020 - 6/30/2020

Wage Rate per Hour: \$54.56

Supplemental Benefit Rate per Hour: \$37.37

**Overtime Description**

For Scheduled Service Work: Double time - work scheduled in advance by two or more workers performed on Sundays, Holidays, and between midnight and 7:00am.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

**Paid Holidays**

New Year's Day  
President's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

### Shift Rates

Afternoon shift - regularly hourly rate plus a (15%) fifteen percent differential. Graveyard shift - time and one half the regular rate.

### Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

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## ENGINEER

### Engineer - Heavy Construction Operating Engineer I

Cherry pickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$70.71

Supplemental Benefit Rate per Hour: \$39.74

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: \$113.14

### Engineer - Heavy Construction Operating Engineer II

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherry pickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Elmco Loaders and Elmco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 man auger.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$68.58

Supplemental Benefit Rate per Hour: \$39.74

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: \$109.73

**Engineer - Heavy Construction Operating Engineer III**

Minor Equipment such as Tractors, Post Hole Diggers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers five tons and under, Tugger Hoists, Dual Purpose Trucks, Fork Lifts, and Dempsey Dumpers, Fireperson.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$65.00

Supplemental Benefit Rate per Hour: \$39.74

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: \$104.00

**Engineer - Heavy Construction Maintenance Engineer I**

Installing, Repairing, Maintaining, Dismantling and Manning of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills of a similar nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Hoists, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except River Cofferdam Pumps and Wells Point Pumps; Motorized Buggies (three or more); equipment used in the cleaning and televising of sewers, but not limited to jet-rodder/vacuum truck, vacall/vactor, closed circuit television inspection equipment; high powered water pumps, jet pumps; screed machines and concrete finishing machines of a similar nature; vermeers.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$68.25

Supplemental Benefit Rate per Hour: \$39.74

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: \$109.20

**Engineer - Heavy Construction Maintenance Engineer II**

On Base Mounted Tower Cranes

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$90.00

Supplemental Benefit Rate per Hour: \$39.74

Supplemental Note: \$72.08 on overtime

Shift Wage Rate: \$144.00

**Engineer - Heavy Construction Maintenance Engineer III**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

On Generators, Light Towers

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$44.64  
Supplemental Benefit Rate per Hour: \$39.74  
Supplemental Note: \$72.08 on overtime  
Shift Wage Rate: \$71.42

**Engineer - Heavy Construction Maintenance Engineer IV**

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$45.83  
Supplemental Benefit Rate per Hour: \$39.74  
Supplemental Note: \$72.08 on overtime  
Shift Wage Rate: \$73.33

**Engineer - Steel Erection Maintenance Engineers**

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$65.31  
Supplemental Benefit Rate per Hour: \$39.74  
Supplemental Note: \$72.08 on overtime  
Shift Wage Rate: \$104.50

**Engineer - Steel Erection Oiler I**

On a Truck Crane

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$61.05  
Supplemental Benefit Rate per Hour: \$39.74  
Supplemental Note: \$72.08 on overtime  
Shift Wage Rate: \$97.68

**Engineer - Steel Erection Oiler II**

On a Crawler Crane

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$46.18  
Supplemental Benefit Rate per Hour: \$39.74  
Supplemental Note: \$72.08 on overtime  
Shift Wage Rate: \$73.89

**Overtime Description**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

### Overtime

- Double time the regular rate after an 8 hour day.
- Double time the regular time rate for Saturday.
- Double time the regular rate for Sunday.
- Double time the regular rate for work on the following holiday(s).

### Paid Holidays

- New Year's Day
- Lincoln's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

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### Engineer - Building Work Maintenance Engineers I

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$62.45

Supplemental Benefit Rate per Hour: \$39.74

Supplemental Note: \$72.08 on overtime

### Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$48.26

Supplemental Benefit Rate per Hour: \$39.74

Supplemental Note: \$72.08 on overtime

### Engineer - Building Work Oilers I

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

All gasoline, electric, diesel or air operated Gradealls: Concrete Pumps, Overhead Cranes in Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines; Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$59.33

Supplemental Benefit Rate per Hour: \$39.74

Supplemental Note: \$72.08 on overtime

### Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$43.78

Supplemental Benefit Rate per Hour: \$39.74

Supplemental Note: \$72.08 on overtime

### Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

### Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

### Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

### Shift Rates

Off Shift: double time the regular hourly rate.

(Local #15)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## ENGINEER - CITY SURVEYOR AND CONSULTANT

### Party Chief

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$40.41

Supplemental Benefit Rate per Hour: \$22.75

Supplemental Note: Overtime Benefit Rate - \$31.53 per hour (time & one half) \$40.30 per hour (double time).

### Instrument Person

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$33.13

Supplemental Benefit Rate per Hour: \$22.75

Supplemental Note: Overtime Benefit Rate - \$31.53 per hour (time & one half) \$40.30 per hour (double time).

### Rodperson

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$28.54

Supplemental Benefit Rate per Hour: \$22.75

Supplemental Note: Overtime Benefit Rate - \$31.53 per hour (time & one half) \$40.30 per hour (double time).

### Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

### Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)



**ENGINEER - FIELD (BUILDING CONSTRUCTION)**  
(Construction of Building Projects, Concrete Superstructures, etc.)

**Field Engineer - BC Party Chief**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$65.44

Supplemental Benefit Rate per Hour: \$35.12

Supplemental Note: Overtime Benefit Rate - \$49.33 per hour (time & one half) \$63.54 per hour (double time).

**Field Engineer - BC Instrument Person**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$50.83

Supplemental Benefit Rate per Hour: \$35.12

Supplemental Note: Overtime Benefit Rate - \$49.33 per hour (time & one half) \$63.54 per hour (double time).

**Field Engineer - BC Rodperson**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$32.84

Supplemental Benefit Rate per Hour: \$35.12

Supplemental Note: Overtime Benefit Rate - \$49.33 per hour (time & one half) \$63.54 per hour (double time).

**Overtime Description**

Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

**Paid Holidays**

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**ENGINEER - FIELD (HEAVY CONSTRUCTION)**  
(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations,  
Engineering Structures etc.)

**Field Engineer - HC Party Chief**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$74.18

Supplemental Benefit Rate per Hour: \$36.51

Supplemental Note: Overtime benefit rate - \$51.29 per hour (time & one half), \$66.07 per hour (double time).

**Field Engineer - HC Instrument Person**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$54.47

Supplemental Benefit Rate per Hour: \$36.51

Supplemental Note: Overtime benefit rate - \$51.29 per hour (time & one half), \$66.07 per hour (double time).

**Field Engineer - HC Rodperson**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$45.70

Supplemental Benefit Rate per Hour: \$36.51

Supplemental Note: Overtime benefit rate - \$51.29 per hour (time & one half), \$66.07 per hour (double time).

**Overtime Description**

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

**Paid Holidays**

New Year's Day  
Lincoln's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## **ENGINEER - FIELD (STEEL ERECTION)**

### **Field Engineer - Steel Erection Party Chief**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$69.15

Supplemental Benefit Rate per Hour: \$36.01

Supplemental Note: Overtime benefit rate - \$50.54 per hour (time & one half), \$65.07 per hour (double time).

### **Field Engineer - Steel Erection Instrument Person**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$53.88

Supplemental Benefit Rate per Hour: \$36.01

Supplemental Note: Overtime benefit rate - \$50.54 per hour (time & one half), \$65.07 per hour (double time).

### **Field Engineer - Steel Erection Rodperson**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$36.04

Supplemental Benefit Rate per Hour: \$36.01

Supplemental Note: Overtime benefit rate - \$50.54 per hour (time & one half), \$65.07 per hour (double time).

### **Overtime Description**

Time and one half the regular rate for Saturday for the first eight hours worked.

Double time the regular rate for Saturday for work performed in excess of eight hours.

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

### **Paid Holidays**

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

## **ENGINEER - OPERATING**

### **Operating Engineer - Road & Heavy Construction I**

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$81.17

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

Shift Wage Rate: \$129.87

### **Operating Engineer - Road & Heavy Construction II**

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$84.01

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

Shift Wage Rate: \$134.42

### **Operating Engineer - Road & Heavy Construction III**

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$86.69

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

Shift Wage Rate: \$138.70

### **Operating Engineer - Road & Heavy Construction IV**

Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$84.62

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

Shift Wage Rate: \$135.39

### **Operating Engineer - Road & Heavy Construction V**

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$82.96  
Supplemental Benefit Rate per Hour: \$32.95  
Supplemental Note: \$59.95 overtime hours  
Shift Wage Rate: \$132.74

**Operating Engineer - Road & Heavy Construction VI**

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$78.85  
Supplemental Benefit Rate per Hour: \$32.95  
Supplemental Note: \$59.95 overtime hours  
Shift Wage Rate: \$126.16

**Operating Engineer - Road & Heavy Construction VII**

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$63.81  
Supplemental Benefit Rate per Hour: \$32.95  
Supplemental Note: \$59.95 overtime hours  
Shift Wage Rate: \$102.10

**Operating Engineer - Road & Heavy Construction VIII**

Utility Compressors

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$49.67  
Supplemental Benefit Rate per Hour: \$32.95  
Supplemental Note: \$59.95 overtime hours  
Shift Wage Rate: \$62.44

**Operating Engineer - Road & Heavy Construction IX**

Horizontal Boring Rig

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$75.02  
Supplemental Benefit Rate per Hour: \$32.95  
Supplemental Note: \$59.95 overtime hours  
Shift Wage Rate: \$120.03

**Operating Engineer - Road & Heavy Construction X**

Elevators (manually operated as personnel hoist).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$69.01  
Supplemental Benefit Rate per Hour: \$32.95  
Supplemental Note: \$59.95 overtime hours  
Shift Wage Rate: \$110.42

**Operating Engineer - Road & Heavy Construction XI**

Compressors (Portable 3 or more in battery), Driving of Truck Mounted Compressors, Well-point Pumps, Tugger Machines Well Point Pumps, Churn Drill.

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$53.74  
Supplemental Benefit Rate per Hour: \$32.95  
Supplemental Note: \$59.95 overtime hours  
Shift Wage Rate: \$85.98

**Operating Engineer - Road & Heavy Construction XII**

All Drills and Machines of a similar nature.

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$79.68  
Supplemental Benefit Rate per Hour: \$32.95  
Supplemental Note: \$59.95 overtime hours  
Shift Wage Rate: \$127.49

**Operating Engineer - Road & Heavy Construction XIII**

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$77.19  
Supplemental Benefit Rate per Hour: \$32.95  
Supplemental Note: \$59.95 overtime hours  
Shift Wage Rate: \$123.50

**Operating Engineer - Road & Heavy Construction XIV**

Concrete Mixer

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$73.82  
Supplemental Benefit Rate per Hour: \$32.95  
Supplemental Note: \$59.95 overtime hours  
Shift Wage Rate: \$118.11

**Operating Engineer - Road & Heavy Construction XV**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Compressors (Portable Single or two in Battery, not over 100 feet apart), Pumps (River Cofferdam) and Welding Machines, Push Button Machines, All Engines Irrespective of Power (Power-Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$49.99

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

Shift Wage Rate: \$79.98

**Operating Engineer - Road & Heavy Construction XVI**

Concrete Breaking Machines, Hoists (Single Drum), Load Masters, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$70.53

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

Shift Wage Rate: \$112.85

**Operating Engineer - Road & Heavy Construction XVII**

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$71.06

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

Shift Wage Rate: \$113.70

**Operating Engineer - Road & Heavy Construction XVIII**

Tower Crane

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$101.71

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

Shift Wage Rate: \$162.74

**Operating Engineer - Paving I**

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$78.85

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Shift Wage Rate: \$126.16

**Operating Engineer - Paving II**

Asphalt Roller

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$76.83

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

Shift Wage Rate: \$122.93

**Operating Engineer - Paving III**

Asphalt Plants

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$65.08

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

Shift Wage Rate: \$104.13

**Operating Engineer - Concrete I**

Cranes

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$84.25

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

**Operating Engineer - Concrete II**

Compressors

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$50.37

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

**Operating Engineer - Concrete III**

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$67.47

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Operating Engineer - Steel Erection I**

Three Drum Derricks

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$87.14

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

Shift Wage Rate: \$139.42

**Operating Engineer - Steel Erection II**

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$83.75

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

Shift Wage Rate: \$134.00

**Operating Engineer - Steel Erection III**

Compressors, Welding Machines.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$49.95

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

Shift Wage Rate: \$79.92

**Operating Engineer - Steel Erection IV**

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$47.58

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

Shift Wage Rate: \$76.13

**Operating Engineer - Building Work I**

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$69.51

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Operating Engineer - Building Work II**

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, Jacking System, etc.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$52.21

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

**Operating Engineer - Building Work III**

Double Drum

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$79.02

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

**Operating Engineer - Building Work IV**

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$83.68

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

**Operating Engineer - Building Work V**

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$77.15

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

**Operating Engineer - Building Work VI**

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$76.35

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

**Operating Engineer - Building Work VII**

Rack & Pinion and House Cars

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$60.84

Supplemental Benefit Rate per Hour: \$32.95

Supplemental Note: \$59.95 overtime hours

For New House Car projects Wage Rate per Hour \$48.70

### Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

### Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

### Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

### Shift Rates

For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

(Operating Engineer Local #14)

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## FLOOR COVERER

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Floor Coverer**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$50.50

Supplemental Benefit Rate per Hour: \$45.98

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Paid Holidays**

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

**Shift Rates**

Two shifts may be utilized with the first shift working 8 a.m. to the end of the shift at straight time rate of pay. The wage rate for the second shift consisting of 7 hours shall be paid at 114.29% of straight time wage rate. The wage rate for the second shift consisting of 8 hours shall be paid 112.5% of the straight time wage rate. There must be a first shift to work the second shift.

(Carpenters District Council)

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**GLAZIER**

(New Construction, Remodeling, and Alteration)

**Glazier**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$46.05

Supplemental Benefit Rate per Hour: \$43.39

Supplemental Note: Supplemental Benefit Overtime Rate: \$65.10

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Overtime Description**

An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay.

**Overtime**

Double time the regular rate after a 7 hour day.  
Double time the regular time rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

Shifts shall be any 7 hours beyond 4:00 P.M. for which the glazier shall receive 8 hours pay for 7 hours worked.

(Local #1281)

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**GLAZIER - REPAIR & MAINTENANCE**

(For the Installation of Glass - All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$141,750)

**Craft Jurisdiction for repair, maintenance and fabrication**

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non-commercial buildings), Glass tinting.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$25.64

Supplemental Benefit Rate per Hour: \$22.29

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Overtime**

Time and one half the regular rate after an 8 hour day.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Time and one half the regular hourly rate after 40 hours in any work week.

**Paid Holidays**

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

(Local #1281)

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**HAZARDOUS MATERIAL HANDLER**

(Removal, abatement, encapsulation or decontamination of asbestos, lead, mold, or other toxic or hazardous waste/materials)

**Handler**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$36.50

Supplemental Benefit Rate per Hour: \$16.20

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

Time and one half the regular hourly rate after 40 hours in any work week.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Easter

**Paid Holidays**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

None

(Local #78 and Local #12A)

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## HEAT AND FROST INSULATOR

### Heat & Frost Insulator

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$61.46

Supplemental Benefit Rate per Hour: \$40.46

### Overtime Description

Double time shall be paid for supplemental benefits during overtime work.  
8th hour paid at time and one half.

### Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Triple time the regular rate for work on the following holiday(s).

Labor Day

### Paid Holidays

None

### Shift Rates

The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium.

(Local #12) (BCA)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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**HOUSE WRECKER  
(TOTAL DEMOLITION)**

**House Wrecker - Tier A**

On all work sites the first, second, eleventh and every third House Wrecker thereafter will be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). Other House Wreckers may be Tier B House Wreckers.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$37.18

Supplemental Benefit Rate per Hour: \$29.12

**House Wrecker - Tier B**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$26.41

Supplemental Benefit Rate per Hour: \$21.63

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

(Mason Tenders District Council)

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**IRON WORKER - ORNAMENTAL**



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Iron Worker - Ornamental**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$44.40

Supplemental Benefit Rate per Hour: \$52.62

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

**Overtime Description**

Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter, time and one half the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

**Overtime**

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

For off shift work - 8 hours pay for 7 hours of work. When two or three shifts are employed on a job, Monday through Friday, the workday for each shift shall be seven hours and paid for ten and one-half hours at the single time rate. When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven hours and paid fifteen and three-quarters hours.

(Local #580)

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**IRON WORKER - STRUCTURAL**

**Iron Worker - Structural**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$51.05

Supplemental Benefit Rate per Hour: \$76.89

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

### Overtime Description

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

### Shift Rates

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

(Local #40 & #361)

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## LABORER

(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

### Laborer

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$42.65

Supplemental Benefit Rate per Hour: \$44.38

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### 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)

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## LANDSCAPING

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

### Landscaper (Above 6 years experience)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$31.75

Supplemental Benefit Rate per Hour: \$16.05

### Landscaper (3 - 6 years experience)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$30.72  
Supplemental Benefit Rate per Hour: \$16.05

**Landscaper (up to 3 years experience)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$28.14  
Supplemental Benefit Rate per Hour: \$16.05

**Groundperson**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$28.14  
Supplemental Benefit Rate per Hour: \$16.05

**Tree Remover / Pruner**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$36.92  
Supplemental Benefit Rate per Hour: \$16.05

**Landscaper Sprayer (Pesticide Applicator)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$26.59  
Supplemental Benefit Rate per Hour: \$16.05

**Watering - Plant Maintainer**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$21.40  
Supplemental Benefit Rate per Hour: \$16.05

**Overtime Description**

For all overtime work performed, supplemental benefits shall include an additional seventy-five (\$0.75) cents per hour.

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.  
Time and one half the regular rate for work on a holiday plus the day's pay.

**Paid Holidays**

New Year's Day  
Memorial Day  
Independence Day  
Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Thanksgiving Day  
Christmas Day

### Shift Rates

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

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## MARBLE MECHANIC

### Marble Setter

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$54.03  
Supplemental Benefit Rate per Hour: \$40.71

### Marble Finisher

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$42.52  
Supplemental Benefit Rate per Hour: \$38.16

### Marble Polisher

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$39.08  
Supplemental Benefit Rate per Hour: \$29.99

### Marble Maintenance Finisher

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$23.65  
Supplemental Benefit Rate per Hour: \$13.34

### Overtime Description

Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

### Overtime

Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

(Local #7)

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**MASON TENDER**

**Mason Tender**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$38.40

Supplemental Benefit Rate per Hour: \$30.65

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

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)

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## MASON TENDER (INTERIOR DEMOLITION WORKER)

### Mason Tender Tier A

Tier A Interior Demolition Worker performs all burning, chopping, and other technically skilled tasks related to interior demolition work.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$36.44

Supplemental Benefit Rate per Hour: \$24.15

### Mason Tender Tier B

Tier B Interior Demolition Worker performs manual work and work incidental to demolition work, such as loading and carting of debris from the work site to an area where it can be loaded in to bins/trucks for removal. Also performs clean-up of the site when demolition is completed.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$25.63

Supplemental Benefit Rate per Hour: \$18.57

### 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)

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## METALLIC LATHER

### Metallic Lather

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: **\$46.28**

Supplemental Benefit Rate per Hour: **\$44.62**

Supplemental Note: Overtime Supplemental Benefit rate - **\$55.62**

### Overtime Description

Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

### Overtime

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

### Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

### Shift Rates

There will be no shift differential paid on the first shift if more than one shift is employed. The shift differential will remain \$12/hour on the second and third shift for the first eight (8) hours if worked. There will be no pyramiding on overtime worked on second and third shifts. The time and one half (1.5x) rate will be against the base wage rate, not the shift differential

(Local #46)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**MILLWRIGHT**

**Millwright**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$52.70

Supplemental Benefit Rate per Hour: \$53.31

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

**Shift Rates**

The first shift shall receive the straight time rate of pay. The second shift receives the straight time rate of pay plus fifteen (15%) per cent. Members of the second shift shall be allowed one half hour to eat, with this time being included in the hours of the workday established. There must be a first shift to work a second shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) per cent for weekday hours.

(Local #740)

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**MOSAIC MECHANIC**

**Mosaic Mechanic - Mosaic & Terrazzo Mechanic**

Effective Period: 7/1/2019 - 6/30/2020

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$49.54

Supplemental Benefit Rate per Hour: \$42.68

**Mosaic Mechanic - Mosaic & Terrazzo Finisher**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$47.94

Supplemental Benefit Rate per Hour: \$42.68

**Mosaic Mechanic - Machine Operator Grinder**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$47.94

Supplemental Benefit Rate per Hour: \$42.68

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Paid Holidays**

None

(Local #7)

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**PAINTER**

**Painter - Brush & Roller**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$43.00

Supplemental Benefit Rate per Hour: \$32.49

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Note: \$ 37.75 on overtime

**Spray & Scaffold / Decorative / Sandblast**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$46.00

Supplemental Benefit Rate per Hour: \$32.49

Supplemental Note: \$ 37.75 on overtime

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

(District Council of Painters #9)

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**PAINTER - METAL POLISHER**

**METAL POLISHER**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$30.58

Supplemental Benefit Rate per Hour: \$7.16

**METAL POLISHER - NEW CONSTRUCTION**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$31.53

Supplemental Benefit Rate per Hour: \$7.16

**METAL POLISHER - SCAFFOLD OVER 34 FEET**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$34.08

Supplemental Benefit Rate per Hour: \$7.16

### Overtime Description

All work performed on Saturdays shall be paid at time-in-a half. The exception being; for suspended scaffold work and work deemed as a construction project; an eight (8) hour shift lost during the week due to circumstances beyond the control of the employer, up to a maximum of eight (8) hours per week, may be worked on Saturday at the straight time rate.

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Triple time the regular rate for work on the following holiday(s).

### Paid Holidays

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

### Shift Rates

Four Days a week at Ten (10) hours straight a day.

Local 8A-28A

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## PAINTER - SIGN

### Sign Painter

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$41.98

Supplemental Benefit Rate per Hour: \$20.10

### Assistant Sign Painter

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$35.67  
Supplemental Benefit Rate per Hour: \$18.47

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.  
Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Vacation**

At least 1 year of employment.....1 week  
2 years or more of employment.....2 weeks  
8 years or more of employment.....3 weeks

(Local #8A-28A)

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**PAINTER - STRIPER**

**Striper (paint)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$29.93  
Supplemental Benefit Rate per Hour: \$7.44

**Lineperson (thermoplastic)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$36.06  
Supplemental Benefit Rate per Hour: \$7.44

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Time and one half the regular rate for Sunday.  
Time and one half the regular rate for work on the following holiday(s).

**Paid Holidays**

Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day

**Shift Rates**

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. For work performed after 9:00pm and before 5:00am employees receive a fifteen (15%) percent night shift pay differential.

**Vacation**

Employees employed for a period of 26 weeks or more in a calendar year receive two (2) weeks of vacation. For employees employed less than 26 weeks in a calendar year receive vacation pay based on seven (7%) percent of the employee's total base pay. Employees with at least 20 years of service receive three (3) weeks of vacation if employed for 26 weeks or more in a calendar year.

(District Council of Painters #9)

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**PAINTER - STRUCTURAL STEEL**

**Painters on Structural Steel**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$49.50  
Supplemental Benefit Rate per Hour: \$41.83

**Painter - Power Tool**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$55.50  
Supplemental Benefit Rate per Hour: \$41.83  
Overtime Wage Rate: \$6.00 above the "Painters on Structural Steel" overtime rate.

**Overtime Description**

Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

**Overtime**

Time and one half the regular rate after a 7 hour day.  
Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

Regular hourly rates plus a ten per cent (10%) differential

(Local #806)

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**PAPERHANGER**

**Paperhanger**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$45.40

Supplemental Benefit Rate per Hour: \$34.74

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

**Overtime**

Time and one half the regular rate after a 7 hour day.  
Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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)

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## **PAVER AND ROADBUILDER**

### **Paver & Roadbuilder - Formsetter**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$46.85

Supplemental Benefit Rate per Hour: \$44.01

Supplemental Note: For time and one half overtime - \$47.89 For double overtime - \$51.76

### **Paver & Roadbuilder - Laborer**

Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work for installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry/seal coating, paving stones, maintenance of safety surfaces; slurry equipment installation, and other related work.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$42.98

Supplemental Benefit Rate per Hour: \$44.01

Supplemental Note: For time and one half overtime - \$47.89 For double overtime - \$51.76

### **Production Paver & Roadbuilder - Screed Person**

(Production paving is asphalt paving when using a paving machine or on a project where a paving machine is traditionally used)

Adjustment of paving machinery on production paving jobs.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$47.45

Supplemental Benefit Rate per Hour: \$44.01

Supplemental Note: For time and one half overtime - \$47.89 For double overtime - \$51.76

### **Production Paver & Roadbuilder - Raker**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$46.85

Supplemental Benefit Rate per Hour: \$44.01

Supplemental Note: For time and one half overtime - \$47.89 For double overtime - \$51.76



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Production Paver & Roadbuilder - Shoveler**

General laborer (except removal of surfaces - see Paver and Roadbuilder-Laborer) including but not limited to tamper, AC paint and liquid tar work.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$42.98

Supplemental Benefit Rate per Hour: \$44.01

Supplemental Note: For time and one half overtime - \$47.89 For double overtime - \$51.76

**Overtime Description**

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

**Paid Holidays**

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

**Shift Rates**

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time.

When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 10% over the single time rate for the screed person, rakers and shovelers directly involved only. This differential is to be paid when there is only one shift and the shift works at night. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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## PLASTERER

### Plasterer

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$45.93

Supplemental Benefit Rate per Hour: \$26.52

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### Paid Holidays

None

### Shift Rates

When it is not possible to conduct work during regular working hours (between 6:30am and 4:30pm), a shift differential shall be paid at the regular hourly rate plus a twelve per cent (12%) per hour differential. Workers on shift work shall be allowed a paid one-half hour meal break.

(Local #262)

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## PLASTERER - TENDER

### Plasterer - Tender

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$38.40

Supplemental Benefit Rate per Hour: \$30.65

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

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)

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**PLUMBER**

**Plumber**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$68.90

Supplemental Benefit Rate per Hour: \$35.30

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: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$55.20

Supplemental Benefit Rate per Hour: \$28.16

**Overtime Description**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is \$1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

**Overtime**

Double time the regular time rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

**Shift Rates**

Shift work, when directly specified in public agency or authority documents where plumbing contract is \$8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

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**PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)**

(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

**Plumber**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$43.05

Supplemental Benefit Rate per Hour: \$17.71

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

(Plumbers Local # 1)

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**PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$47.82

Supplemental Benefit Rate per Hour: \$25.41

**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)

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**PLUMBER: PUMP & TANK**  
**Oil Trades (Installation and Maintenance)**

**Plumber - Pump & Tank**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$65.65

Supplemental Benefit Rate per Hour: \$25.06

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**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)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**POINTER, WATERPROOFER, CAULKER, SANDBLASTER,  
STEAMBLASTER**  
(Exterior Building Renovation)

**Journey person**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$53.42

Supplemental Benefit Rate per Hour: \$26.52

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

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**ROOFER**

**Roofer**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$42.50

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$33.34

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)

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**SHEET METAL WORKER**

**Sheet Metal Worker**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$50.15

Supplemental Benefit Rate per Hour: \$50.55

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

**Sheet Metal Worker - Fan Maintenance**

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$40.12

Supplemental Benefit Rate per Hour: \$50.55

**Sheet Metal Worker - Duct Cleaner**

Effective Period: 7/1/2019 - 6/30/2020



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$16.08

Supplemental Benefit Rate per Hour: \$11.63

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Paid Holidays**

None

**Shift Rates**

Work that can only be performed outside regular working hours (eight hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate.  
Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays.

(Local #28)

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**SHEET METAL WORKER - SPECIALTY**  
**(Decking & Siding)**

**Sheet Metal Specialty Worker**

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$46.30

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$25.95

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

(Local #28)

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**SHIPYARD WORKER**

**Shipyard Mechanic - First Class**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$28.50

Supplemental Benefit Rate per Hour: \$3.95

**Shipyard Mechanic - Second Class**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$19.07

Supplemental Benefit Rate per Hour: \$3.59

**Shipyard Laborer - First Class**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$23.40

Supplemental Benefit Rate per Hour: \$3.75

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Shipyard Laborer - Second Class**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$17.38  
Supplemental Benefit Rate per Hour: \$3.52

**Shipyard Dockhand - First Class**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$21.57  
Supplemental Benefit Rate per Hour: \$3.68

**Shipyard Dockhand - Second Class**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$17.28  
Supplemental Benefit Rate per Hour: \$3.52

**Overtime Description**

Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.  
Time and one half the regular hourly rate after 40 hours in any work week.

**Paid Holidays**

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Based on Survey Data

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**SIGN ERECTOR**  
**(Sheet Metal, Plastic, Electric, and Neon)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Sign Erector**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$49.35

Supplemental Benefit Rate per Hour: \$54.63

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Shift Rates**

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

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**STEAMFITTER**

**Steamfitter I**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$57.25

Supplemental Benefit Rate per Hour: \$56.54

Supplemental Note: Overtime supplemental benefit rate: \$112.34

**Steamfitter -Temporary Services**

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required

Effective Period: 7/1/2019 - 6/30/2020

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$43.51  
Supplemental Benefit Rate per Hour: \$45.97

**Overtime**

Double time the regular rate after a 7 hour day.  
Double time the regular time rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

Work performed between 3:30 P.M. and 7:00 A.M. shall be at 115% the regular hourly rate and paid at the overtime supplemental benefit rate above.

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**Steamfitter II**

For heating, ventilation, air conditioning and mechanical public work contracts with a dollar value not to exceed \$30,000,000 and for fire protection/sprinkler public work contracts not to exceed \$3,000,000.

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$57.25  
Supplemental Benefit Rate per Hour: \$56.54  
Supplemental Note: Overtime supplemental benefit rate: \$112.34

**Steamfitter -Temporary Services**

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required.

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$43.51  
Supplemental Benefit Rate per Hour: \$45.97

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Overtime**

Double time the regular rate after an 8 hour day.  
Double time the regular time rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M. Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a 15% percent premium on wage and 15% percent premium on supplemental benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

Local #638

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**STEAMFITTER - REFRIGERATION AND AIR CONDITIONER  
(Maintenance and Installation Service Person)**

**Refrigeration and Air Conditioner Mechanic**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$41.75

Supplemental Benefit Rate per Hour: \$17.06

**Refrigeration and Air Conditioner Service Person V**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$34.31  
Supplemental Benefit Rate per Hour: \$15.25

**Refrigeration and Air Conditioner Service Person IV**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$28.42  
Supplemental Benefit Rate per Hour: \$13.76

**Refrigeration and Air Conditioner Service Person III**

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$24.39  
Supplemental Benefit Rate per Hour: \$12.65

**Refrigeration and Air Conditioner Service Person II**

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$20.22  
Supplemental Benefit Rate per Hour: \$11.61

**Refrigeration and Air Conditioner Service Person I**

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$14.80  
Supplemental Benefit Rate per Hour: \$10.44

**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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Double time and one half the regular rate for work on the following holiday(s).

Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Columbus Day

**Paid Holidays**

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

(Local #638B)

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**STONE MASON - SETTER**

**Stone Mason - Setter**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$54.17

Supplemental Benefit Rate per Hour: \$42.65

**Overtime**

Time and one half the regular rate after a 7 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
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.



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**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)

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**TAPER**

**Drywall Taper**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$47.82

Supplemental Benefit Rate per Hour: \$26.81

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

(Local #1974)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## TELECOMMUNICATION WORKER

(Install/maintain/repair telecommunications cables carrying data, video, and/or voice except for installation on building construction/alteration/renovation projects.)

### Telecommunication Worker

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$43.66

Supplemental Benefit Rate per Hour: \$23.15

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$22.84 for Staten Island only.

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

### Paid Holidays

New Year's Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

### Shift Rates

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**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.)

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**TILE FINISHER**

**Tile Finisher**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$42.21  
Supplemental Benefit Rate per Hour: \$33.16

**Overtime**

Time and one half the regular rate after a 7 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).  
New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

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## TILE LAYER - SETTER

### Tile Layer - Setter

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$54.27

Supplemental Benefit Rate per Hour: \$37.81

### Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

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## TIMBERPERSON

### Timberperson

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$50.05

Supplemental Benefit Rate per Hour: \$51.03

### Overtime

Time and one half the regular rate after an 8 hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Time and one half the regular hourly rate after 40 hours in any work week.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

None

### Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Local #1536)

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## TUNNEL WORKER

### Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$65.42

Supplemental Benefit Rate per Hour: \$56.32

### Tunnel Workers (Compressed Air Rates)

Includes shield driven liner plate portions or solidification portions work (8 hour shift) during excavation phase.

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$63.21

Supplemental Benefit Rate per Hour: \$54.50

### Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2019 - 6/30/2020

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$62.02

Supplemental Benefit Rate per Hour: \$53.47

**Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$60.84

Supplemental Benefit Rate per Hour: \$52.53

**Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$60.84

Supplemental Benefit Rate per Hour: \$52.53

**Changehouse Attendant: Powder Watchperson (Compressed Air Rates)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$53.40

Supplemental Benefit Rate per Hour: \$49.50

**Blasters (Free Air Rates)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$62.41

Supplemental Benefit Rate per Hour: \$54.07

**Tunnel Workers (Free Air Rates)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$59.72

Supplemental Benefit Rate per Hour: \$51.79

**All Others (Free Air Rates)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$55.18

Supplemental Benefit Rate per Hour: \$47.93

**Microtunneling (Free Air Rates)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$47.78

Supplemental Benefit Rate per Hour: \$41.43

**Overtime Description**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

For work performed during excavation and primary concrete tunnel lining phases - Double time the regular rate after an 8 hour day and Saturday, Sunday and on the following holiday(s) listed below.  
For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, Saturday, Sunday and double time the regular rate for work on the following holiday(s) listed below.  
For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.  
For work not listed above - Time and one half the regular rate after an 8 hour day and Saturday and double time the regular rate on Sunday and on the following holiday(s) listed below.

### **Paid Holidays**

New Year's Day  
Lincoln's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

(Local #147)

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### **UTILITY LOCATOR**

(Locate & mark underground utilities for street excavation.)

#### **Utility Locator (7+ years)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$31.56

Supplemental Benefit Rate per Hour: To be determined

#### **Utility Locator (5 - 7 years)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$22.85

Supplemental Benefit Rate per Hour: To be determined

#### **Utility Locator (0 - 5 years)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$17.00

Supplemental Benefit Rate per Hour: To be determined

### **Overtime**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Time and one half the regular rate for work on the following holiday(s).  
Time and one half the regular hourly rate after 40 hours in any work week.

**Paid Holidays**

New Year's Day  
Memorial Day  
Independence Day  
Thanksgiving Day  
Christmas Day

**Shift Rates**

10% shift differential to employees working any shift starting between noon and 5 AM.

(C.W.A.)

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**WELDER**

**TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE  
PERFORMING THE WORK.**



**OFFICE OF THE COMPTROLLER**

**CITY OF NEW YORK**

**CONSTRUCTION APPRENTICE  
PREVAILING WAGE SCHEDULE**

Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be paid at the apprentice rates in this schedule. Apprentices who are not so registered must be paid as journey persons in accordance with the trade classification of the work they actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**BOILERMAKER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Boilermaker (First Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$31.76

**Boilermaker (Second Year: 1st Six Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$33.59

**Boilermaker (Second Year: 2nd Six Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$35.43

**Boilermaker (Third Year: 1st Six Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$37.25

**Boilermaker (Third Year: 2nd Six Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 85% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$39.08

**Boilermaker (Fourth Year: 1st Six Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 90% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$40.93

**Boilermaker (Fourth Year: 2nd Six Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 95% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$42.75

(Local #5)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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**BRICKLAYER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Bricklayer (First 750 Hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$20.61

**Bricklayer (Second 750 Hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$20.61

**Bricklayer (Third 750 Hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$20.61

**Bricklayer (Fourth 750 Hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$20.61

**Bricklayer (Fifth 750 Hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 90% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$20.61

**Bricklayer (Sixth 750 Hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 95% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$20.61

(Bricklayer District Council)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**CARPENTER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Carpenter (First Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.44

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.49

**Carpenter (Second Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.44

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.49

**Carpenter (Third Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.44

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.49

**Carpenter (Fourth Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.44

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.49

(Carpenters District Council)

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**CARPENTER - HIGH RISE CONCRETE FORMS**

(Ratio of Apprentice to Journeyman: 1 to 1, 2 to 5)

**Carpenter - High Rise (First Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$17.52

Supplemental Benefit Rate per Hour: \$16.30

**Carpenter - High Rise (Second Year)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$23.95

Supplemental Benefit Rate per Hour: \$16.43

**Carpenter - High Rise (Third Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$30.53

Supplemental Benefit Rate per Hour: \$16.56

**Carpenter - High Rise (Fourth Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$38.15

Supplemental Benefit Rate per Hour: \$16.71

(Carpenters District Council)

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**CEMENT MASON**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Cement Mason (First Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

**Cement Mason (Second Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

**Cement Mason (Third Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 70% of Journeyman's Rate

(Local #780)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**CEMENT AND CONCRETE WORKER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Cement & Concrete Worker (First 1333 hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$19.85

**Cement & Concrete Worker (Second 1333 hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$25.30

**Cement & Concrete Worker (Last 1334 hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$26.80

**Cement & Concrete Worker (Hired after 2/6/2016 - First 1334 hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 53% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$13.89

**Cement & Concrete Worker (Hired after 2/6/2016 - Second 1334 hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 69% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$18.82

**Cement & Concrete Worker (Hired after 2/6/2016 - Last 1334 hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 85% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$19.90

(Cement Concrete Workers District Council)

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**DERRICKPERSON & RIGGER (STONE)**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Derrickperson & Rigger (stone) - First Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: 50% of Journeyperson's rate

**Derrickperson & Rigger (stone) - Second Year: 1st Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
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: 7/1/2019 - 6/30/2020  
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: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 90% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

(Local #197)

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**DOCKBUILDER/PILE DRIVER**  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

**Dockbuilder/Pile Driver (First Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$34.12

**Dockbuilder/Pile Driver (Second Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$34.12

**Dockbuilder/Pile Driver (Third Year)**

Effective Period: 7/1/2019 - 6/30/2020



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$34.12

**Dockbuilder/Pile Driver (Fourth Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$34.12

(Carpenters District Council)

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**ELECTRICIAN**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Electrician (First Term: 0-6 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$15.75  
Supplemental Benefit Rate per Hour: \$14.03  
Overtime Supplemental Rate Per Hour: \$15.07

**Electrician (First Term: 7-12 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$16.25  
Supplemental Benefit Rate per Hour: \$14.28  
Overtime Supplemental Rate Per Hour: \$15.36

**Electrician (Second Term: 0-6 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$17.25  
Supplemental Benefit Rate per Hour: \$14.79  
Overtime Supplemental Rate Per Hour: \$15.94

**Electrician (Second Term: 7-12 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$18.25  
Supplemental Benefit Rate per Hour: \$15.30  
Overtime Supplemental Rate Per Hour: \$16.51

**Electrician (Third Term: 0-6 Months)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$19.25  
Supplemental Benefit Rate per Hour: \$15.81  
Overtime Supplemental Rate Per Hour: \$17.09

**Electrician (Third Term: 7-12 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$20.25  
Supplemental Benefit Rate per Hour: \$16.32  
Overtime Supplemental Rate Per Hour: \$17.67

**Electrician (Fourth Term: 0-6 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$21.25  
Supplemental Benefit Rate per Hour: \$16.83  
Overtime Supplemental Rate Per Hour: \$18.24

**Electrician (Fourth Term: 7-12 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$23.25  
Supplemental Benefit Rate per Hour: \$17.85  
Overtime Supplemental Rate Per Hour: \$19.39

**Electrician (Fifth Term: 0-12 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$24.50  
Supplemental Benefit Rate per Hour: \$21.07  
Overtime Supplemental Rate Per Hour: \$22.62

**Electrician (Fifth Term: 13-18 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$29.00  
Supplemental Benefit Rate per Hour: \$23.43  
Overtime Supplemental Rate Per Hour: \$25.26

**Overtime Description**

Overtime Wage paid at time and one half the regular rate

(Local #3)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**ELEVATOR CONSTRUCTOR**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

**Elevator (Constructor) - First Year**

Effective Period: 7/1/2019 - 3/16/2020  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$31.52

Effective Period: 3/17/2020 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$32.14

**Elevator (Constructor) - Second Year**

Effective Period: 7/1/2019 - 3/16/2020  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$32.03

Effective Period: 3/17/2020 - 6/30/2020  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$32.67

**Elevator (Constructor) - Third Year**

Effective Period: 7/1/2019 - 3/16/2020  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Rate Per Hour: \$33.06

Effective Period: 3/17/2020 - 6/30/2020  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Rate Per Hour: \$33.74

**Elevator (Constructor) - Fourth Year**

Effective Period: 7/1/2019 - 3/16/2020  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Rate Per Hour: \$34.08

Effective Period: 3/17/2020 - 6/30/2020  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Rate Per Hour: \$34.80

(Local #1)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**ELEVATOR REPAIR & MAINTENANCE**  
**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)**

**Elevator Service/Modernization Mechanic (First Year)**

Effective Period: 7/1/2019 - 3/16/2020  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Benefit Per Hour: \$31.47

Effective Period: 3/17/2020 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Benefit Per Hour: \$32.09

**Elevator Service/Modernization Mechanic (Second Year)**

Effective Period: 7/1/2019 - 3/16/2020  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Benefit Per Hour: \$31.98

Effective Period: 3/17/2020 - 6/30/2020  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Benefit Per Hour: \$32.62

**Elevator Service/Modernization Mechanic (Third Year)**

Effective Period: 7/1/2019 - 3/16/2020  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Benefit Per Hour: \$32.99

Effective Period: 3/17/2020 - 6/30/2020  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Benefit Per Hour: \$33.67

**Elevator Service/Modernization Mechanic (Fourth Year)**

Effective Period: 7/1/2019 - 3/16/2020  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Benefit Per Hour: \$34.01

Effective Period: 3/17/2020 - 6/30/2020  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Benefit Per Hour: \$34.73

(Local #1)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**ENGINEER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 5)

**Engineer - First Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$25.38  
Supplemental Benefit Rate per Hour: \$26.69

**Engineer - Second Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$31.72  
Supplemental Benefit Rate per Hour: \$26.69

**Engineer - Third Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$34.89  
Supplemental Benefit Rate per Hour: \$26.69

**Engineer - Fourth Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$38.06  
Supplemental Benefit Rate per Hour: \$26.69

(Local #15)

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**ENGINEER - OPERATING**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 5)

**Operating Engineer - First Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour 40% of Journeyman's Rate  
Supplemental Benefit Per Hour: \$22.45

**Operating Engineer - Second Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyman's Rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Supplemental Benefit Per Hour: \$22.45

**Operating Engineer - Third Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 60% of Journeyman's Rate

Supplemental Benefit Per Hour: \$22.45

(Local #14)

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**FLOOR COVERER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Floor Coverer (First Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Rate Per Hour: \$31.24

**Floor Coverer (Second Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: \$31.24

**Floor Coverer (Third Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Rate Per Hour: \$31.24

**Floor Coverer (Fourth Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Rate Per Hour: \$31.24

(Carpenters District Council)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**GLAZIER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Glazier (First Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

**Glazier (Second Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

**Glazier (Third Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

**Glazier (Fourth Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #1281)

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**HAZARDOUS MATERIAL HANDLER**

(Ratio of Apprentice Journeyman: 1 to 1, 1 to 3)

**Handler (First 1000 Hours)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 78% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$14.00

**Handler (Second 1000 Hours)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$14.00

**Handler (Third 1000 Hours)**

Effective Period: 7/1/2019 - 6/30/2020

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 83% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$14.00

**Handler (Fourth 1000 Hours)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 89% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$14.00

(Local #78)

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**HEAT & FROST INSULATOR**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Heat & Frost Insulator (First Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

**Heat & Frost Insulator (Second Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

**Heat & Frost Insulator (Third Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 70% of Journeyman's rate

**Heat & Frost Insulator (Fourth Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #12)

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**HOUSE WRECKER**  
(TOTAL DEMOLITION)  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**House Wrecker - First Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$21.17  
Supplemental Benefit Rate per Hour: \$18.84

**House Wrecker - Second Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$22.32  
Supplemental Benefit Rate per Hour: \$18.84

**House Wrecker - Third Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$23.97  
Supplemental Benefit Rate per Hour: \$18.84

**House Wrecker - Fourth Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$26.53  
Supplemental Benefit Rate per Hour: \$18.84

(Mason Tenders District Council)

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**IRON WORKER - ORNAMENTAL**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Iron Worker (Ornamental) - 1st Ten Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$40.20

**Iron Worker (Ornamental) - 11 -16 Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$41.44

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Iron Worker (Ornamental) - 17 - 22 Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Rate Per Hour: \$42.68

**Iron Worker (Ornamental) - 23 - 28 Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$45.17

**Iron Worker (Ornamental) - 29 - 36 Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$47.65

(Local #580)

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**IRON WORKER - STRUCTURAL**  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

**Iron Worker (Structural) - 1st Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$26.62  
Supplemental Benefit Rate per Hour: \$53.09

**Iron Worker (Structural) - 7- 18 Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$27.22  
Supplemental Benefit Rate per Hour: \$53.09

**Iron Worker (Structural) - 19 - 36 months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$27.83  
Supplemental Benefit Rate per Hour: \$53.09

(Local #40 and #361)

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**LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE  
LAYER & COMMON)**

(Ratio Apprentice to Journeyman: 1 to 1, 1 to 3)

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First  
1000 hours**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$44.38

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -  
Second 1000 hours**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$44.38

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -  
Third 1000 hours**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Rate Per Hour: \$44.38

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -  
Fourth 1000 hours**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 90% of Journeyman's rate  
Supplemental Rate Per Hour: \$44.38

(Local #731)

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**MARBLE MECHANICS**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Cutters & Setters - First 750 Hours**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

**Cutters & Setters - Second 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

**Cutters & Setters - Third 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

**Cutters & Setters - Fourth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

**Cutters & Setters - Fifth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

**Cutters & Setters - Sixth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

**Polishers & Finishers - First 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

**Polishers & Finishers - Second 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

**Polishers & Finishers - Third 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

**Polishers & Finishers - Fourth 750 Hours**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 90% of Journeyman's rate

(Local #7)

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**MASON TENDER**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Mason Tender - First Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$21.39  
Supplemental Benefit Rate per Hour: \$19.65

**Mason Tender - Second Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$22.54  
Supplemental Benefit Rate per Hour: \$19.65

**Mason Tender - Third Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$24.29  
Supplemental Benefit Rate per Hour: \$19.65

**Mason Tender - Fourth Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$26.95  
Supplemental Benefit Rate per Hour: \$19.65

(Local #79)

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**METALLIC LATHER**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Metallic Lather (First Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$26.38  
Supplemental Benefit Rate per Hour: \$14.66

**Metallic Lather (Second Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$30.38  
Supplemental Benefit Rate per Hour: \$16.66

**Metallic Lather (Third Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$35.38  
Supplemental Benefit Rate per Hour: \$18.62

**Metallic Lather (Fourth Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$37.38  
Supplemental Benefit Rate per Hour: \$19.62

(Local #46)

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**MILLWRIGHT**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Millwright (First Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$28.33  
Supplemental Benefit Rate per Hour: \$34.38

**Millwright (Second Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$33.48  
Supplemental Benefit Rate per Hour: \$37.98

**Millwright (Third Year)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$38.63  
Supplemental Benefit Rate per Hour: \$42.23

**Millwright (Fourth Year)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$48.93  
Supplemental Benefit Rate per Hour: \$48.79

(Local #740)

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**PAINTER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Painter - Brush & Roller - First Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$17.20  
Supplemental Benefit Rate per Hour: \$15.05

**Painter - Brush & Roller - Second Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$21.50  
Supplemental Benefit Rate per Hour: \$19.39

**Painter - Brush & Roller - Third Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$25.80  
Supplemental Benefit Rate per Hour: \$22.79

**Painter - Brush & Roller - Fourth Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$34.40  
Supplemental Benefit Rate per Hour: \$29.16

(District Council of Painters)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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**PAINTER - METAL POLISHER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Metal Polisher (First Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$13.00

Supplemental Benefit Rate per Hour: \$5.13

**Metal Polisher (Second Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$13.00

Supplemental Benefit Rate per Hour: \$5.13

**Metal Polisher (Third Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$15.75

Supplemental Benefit Rate per Hour: \$5.13

(Local 8A-28)

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**PAINTER - STRUCTURAL STEEL**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Painters - Structural Steel (First Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

**Painters - Structural Steel (Second Year)**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

**Painters - Structural Steel (Third Year)**



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #806)

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**PAVER AND ROADBUILDER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Paver and Roadbuilder - First Year (Minimum 1000 hours)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$28.86

Supplemental Benefit Rate per Hour: \$20.55

**Paver and Roadbuilder - Second Year (Minimum 1000 hours)**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$30.50

Supplemental Benefit Rate per Hour: \$20.55

(Local #1010)

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**PLASTERER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Plasterer - First Year: 1st Six Months**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Rate Per Hour: \$13.88

**Plasterer - First Year: 2nd Six Months**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 45% of Journeyman's rate

Supplemental Rate Per Hour: \$14.36

**Plasterer - Second Year: 1st Six Months**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Rate Per Hour: \$16.44

**Plasterer - Second Year: 2nd Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Rate Per Hour: \$17.53

**Plasterer - Third Year: 1st Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$19.72

**Plasterer - Third Year: 2nd Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Rate Per Hour: \$20.81

(Local #530)

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**PLASTERER - TENDER**  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Plasterer Tender - First Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$21.39  
Supplemental Benefit Rate per Hour: \$19.65

**Plasterer Tender - Second Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$22.54  
Supplemental Benefit Rate per Hour: \$19.65

**Plasterer Tender - Third Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$24.29

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$19.65

**Plasterer Tender - Fourth Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$26.95

Supplemental Benefit Rate per Hour: \$19.65

(Local #79)

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**PLUMBER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Plumber - First Year: 1st Six Months**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$16.28

Supplemental Benefit Rate per Hour: \$5.43

**Plumber - First Year: 2nd Six Months**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$19.28

Supplemental Benefit Rate per Hour: \$6.43

**Plumber - Second Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$27.18

Supplemental Benefit Rate per Hour: \$18.85

**Plumber - Third Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$29.28

Supplemental Benefit Rate per Hour: \$18.85

**Plumber - Fourth Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate per Hour: \$32.13

Supplemental Benefit Rate per Hour: \$18.85

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Plumber - Fifth Year: 1st Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$33.53  
Supplemental Benefit Rate per Hour: \$18.85

**Plumber - Fifth Year: 2nd Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$45.60  
Supplemental Benefit Rate per Hour: \$18.85

(Plumbers Local #1)

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**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: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$26.36  
Supplemental Benefit Rate per Hour: \$14.00

**Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Second Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$29.42  
Supplemental Benefit Rate per Hour: \$18.97

**Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Third Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$34.80  
Supplemental Benefit Rate per Hour: \$21.72

**Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Fourth Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate per Hour: \$41.93  
Supplemental Benefit Rate per Hour: \$22.72

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

(Bricklayer District Council)

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## **ROOFER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

### **Roofers - First Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 35% of Journeyman's Rate  
Supplemental Rate Per Hour: 20% of Journeyman's Rate

### **Roofers - Second Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

### **Roofers - Third Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

### **Roofers - Fourth Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 75% of Journeyman's Rate

(Local #8)

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## **SHEET METAL WORKER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

### **Sheet Metal Worker (0-6 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 25% of Journeyman's rate  
Supplemental Rate Per Hour: \$6.51

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Sheet Metal Worker (7-18 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 35% of Journeyperson's rate  
Supplemental Rate Per Hour: \$18.57

**Sheet Metal Worker (19-30 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 45% of Journeyperson's rate  
Supplemental Rate Per Hour: \$25.40

**Sheet Metal Worker (31-36 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Rate Per Hour: \$29.95

**Sheet Metal Worker (37-42 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Rate Per Hour: \$29.95

**Sheet Metal Worker (43-48 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$36.83

**Sheet Metal Worker (49-54 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$36.83

**Sheet Metal Worker (55-60 Months)**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$41.42

(Local #28)

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**SIGN ERECTOR**

**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Sign Erector - First Year: 1st Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 35% of Journeyperson's rate  
Supplemental Rate Per Hour: \$15.75

**Sign Erector - First Year: 2nd Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Rate Per Hour: \$17.86

**Sign Erector - Second Year: 1st Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 45% of Journeyperson's rate  
Supplemental Rate Per Hour: \$19.98

**Sign Erector - Second Year: 2nd Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Rate Per Hour: \$22.12

**Sign Erector - Third Year: 1st Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Rate Per Hour: \$29.92

**Sign Erector - Third Year: 2nd Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Rate Per Hour: \$32.56

**Sign Erector - Fourth Year: 1st Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Rate Per Hour: \$35.92

**Sign Erector - Fourth Year: 2nd Six Months**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$38.65

**Sign Erector - Fifth Year**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Rate Per Hour: \$41.33

**Sign Erector - Sixth Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$44.01

(Local #137)

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**STEAMFITTER**  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Steamfitter - First Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

**Steamfitter - Second Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

**Steamfitter - Third Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

**Steamfitter - Fourth Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

**Steamfitter - Fifth Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate and Supplemental Rate Per Hour: 85% of Journeyperson's rate.

(Local #638)

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## **STONE MASON - SETTER**

(Ratio Apprentice of Journeyman: 1 to 1, 1 to 2)

### **Stone Mason - Setters - First 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

### **Stone Mason - Setters - Second 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

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: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 70% of Journeyman's rate

Supplemental Rate Per Hour: 50% of Journeyman's rate

### **Stone Mason - Setters - Fourth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Rate Per Hour: 50% of Journeyman's rate

### **Stone Mason - Setters - Fifth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 90% of Journeyman's rate

Supplemental Rate Per Hour: 50% of Journeyman's rate

### **Stone Mason - Setters - Sixth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage Rate Per Hour: 100% of Journeyman's rate

Supplemental Rate Per Hour: 50% of Journeyman's rate

(Bricklayers District Council)

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## **TAPER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Drywall Taper - First Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

**Drywall Taper - Second Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

**Drywall Taper - Third Year**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #1974)

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**TILE LAYER - SETTER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Tile Layer - Setter - First 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

**Tile Layer - Setter - Second 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

**Tile Layer - Setter - Third 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

**Tile Layer - Setter - Fourth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020

Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

**Tile Layer - Setter - Fifth 750 Hours**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

**Tile Layer - Setter - Sixth 750 Hours**

Effective Period: 7/1/2019 - 6/30/2020  
Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

(Local #7)

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**TIMBERPERSON**  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

**Timberperson - First Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Rate Per Hour: \$33.76

**Timberperson - Second Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Rate Per Hour: \$33.76

**Timberperson - Third Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Rate Per Hour: \$33.76

**Timberperson - Fourth Year**

Effective Period: 7/1/2019 - 6/30/2020  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$33.76

(Local #1536)



Leonard A. Mancusi  
SENIOR ASSISTANT COMPTROLLER

THE CITY OF NEW YORK  
OFFICE OF THE COMPTROLLER  
1 CENTRE STREET ROOM 1120  
NEW YORK, N.Y. 10007-2341

TELEPHONE: (212) 669-3622  
FAX NUMBER: (212) 669-3622

ALAN G. HEVESI  
COMPTROLLER

MEMORANDUM

November 6, 2000

To: Agency Chief Contracting Officers

From: Leonard A. Mancusi 

Re: Security at Construction Sites

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

prevailing wages, we suggest that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.

As always, your cooperation is appreciated.

**LAM:er**  
**ACCO.SECURITY AT SITES**



Department of  
Design and  
Construction

INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN

VOLUME 2 OF 3

PROJECT ID: SANDR01

HYLAN BOULEVARD STREETScape IMPROVEMENTS  
FROM SEAVER AVENUE TO STOBE AVENUE

INCLUDING SIDEWALK, SEWER, WATER MAIN, BMP,  
STREET LIGHTING, AND TRAFFIC WORK

TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF STATEN ISLAND  
CITY OF NEW YORK

*J. D'Annunzio & Sons, Inc.*

Contractor.

Dated January 30<sup>th</sup>, 2020

4/26/19  
GP

APPROVED AS TO FORM  
CERTIFIED AS TO LEGAL AUTHORITY

*Walter V. ...*

Acting Corporation Counsel

Dated April 26, 2019



**Department of  
Design and  
Construction**

**THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE**

30-30 THOMSON AVENUE  
LONG ISLAND CITY, NEW YORK 11101-3045  
TELEPHONE (718) 391-1000  
WEBSITE [www1.nyc.gov/site/ddc/index.page](http://www1.nyc.gov/site/ddc/index.page)

**VOLUME 3 OF 3**

**SCHEDULE A  
SPECIFICATIONS AND  
REVISIONS TO STANDARD SPECIFICATIONS**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED  
FOR:

**PROJECT ID SANDR01**

**HYLAN BOULEVARD STREETScape IMPROVEMENTS  
FROM SEAVER AVENUE TO STOBE AVENUE**

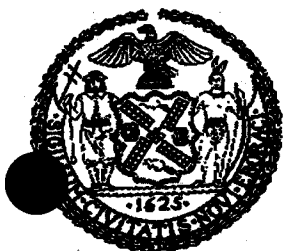
**INCLUDING SIDEWALK, SEWER, WATER MAIN, BMP,  
STREET LIGHTING, AND TRAFFIC WORK**

**TOGETHER WITH ALL WORK INCIDENTAL THERETO**

**BOROUGH OF STATEN ISLAND  
CITY OF NEW YORK**

FOR THE DEPARTMENT OF TRANSPORTATION  
PREPARED BY  
*MICHAEL BAKER ENGINEERING, INC.*

*NOVEMBER 2, 2018*



# VOLUME 3 OF 3

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## **SPECIFICATIONS AND STANDARDS OF NEW YORK CITY**

The following New York City Department of Transportation (NYCDOT) reference documents are available online at: <http://www1.nyc.gov/site/ddc/resources/publications.page> or for purchase between 9:00 A.M. and 3:00 P.M. at 55 Water St., Ground Floor, NYC, N.Y. 10041. Contact: Ms Vivian Valdez, Tel. (212) 839-9434

1. NYCDOT Standard Highway Specifications, August 1, 2015
2. NYCDOT Standard Highway Details of Construction, July 1, 2010
3. NYCDOT Division of Street Lighting Specifications
4. NYCDOT Division of Street Lighting Standard Drawings
5. NYCDOT Standard Specifications for Traffic Signals
6. NYCDOT Standard Drawings for Traffic Signals

The following reference documents for New York City Department of Environmental Protection (NYCDEP) are available online at: <http://www1.nyc.gov/site/ddc/resources/publications.page> or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101.

Contact: Mr. Nader Soliman, Tel. (718) 391-1179

1. NYCDEP Standard Sewer and Water Main Specifications, July 1, 2014
2. NYCDEP Instructions for Concrete Specifications, Jan. 92
3. NYCDEP General Specification 11-Concrete, November 1991
4. NYCDEP Sewer Design Standards, (September 2007) Revised August 2018

The following reference documents for New York City Department of Environmental Protection (NYCDEP) are available online at: <http://www1.nyc.gov/site/ddc/resources/publications.page> or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101.

Contact: Mr. Robert Kuhlmann, Tel. (718) 391-2145

1. NYCDEP Water Main Standard Drawings, November 2010
2. Specifications for Trunk Main Work, July 2014
3. Standard Design and Guidelines for Green Infrastructure Practices, latest version, available only online at: [http://www.nyc.gov/html/dep/html/stormwater/green\\_infrastructure\\_standards.shtml](http://www.nyc.gov/html/dep/html/stormwater/green_infrastructure_standards.shtml)

Water main work material specifications are available at the Department of Environmental Protection, 59-17 Junction Boulevard, 3rd Floor Low-Rise Building, Flushing, N.Y. 11373-5108.

Contact: Mr. Tarlock Sahansra, P.E., Tel. (718) 595-5302

E-mail: TSAHANSRA@DEP.NYC.GOV

Standard Specifications and Drawings for New York City Fire Department Communications facilities of New York City are available online at <https://www1.nyc.gov/assets/fdny/downloads/pdf/about/fdny-plant-operations-standard-drawings-specifications.pdf> or for pick up from the FDNY Facilities Management Bureau, Plant Operations Engineering, 316 Sgt. Beers Avenue Cluster 1 Box 16, Fort Totten, N.Y. 11359.

Contact: Mr. Ed Durkin, Tel. (718) 281-3933

Tree Planting Standards of the City of New York Parks & Recreation are available at the following Department of Parks & Recreation website:

<http://www.nycgovparks.org/pagefiles/53/Tree-Planting-Standards.pdf>

## **SPECIFICATIONS AND STANDARDS OF PRIVATE UTILITIES**

The Following reference document for Private Utility Work is available for pick up between 8:30 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, First Floor Bid Procurement Room, L.I.C., N.Y. 11101.

1. CET SPECIFICATIONS AND SKETCHES dated November 2010

**SCHEDULE A****(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT  
(INCLUDING GENERAL CONDITIONS RELATED TO ARTICLE 22 – INSURANCE)****PART I. REQUIRED INFORMATION**

<p align="center"><b><u>INFORMATION FOR BIDDERS SECTION 26 BID SECURITY</u></b></p> <p>The <b>Contractor</b> 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: 5% of Bid Amount or Bond: 10% of Bid Amount</p>
<p align="center"><b><u>INFORMATION FOR BIDDERS SECTION 26 PERFORMANCE AND PAYMENT BONDS</u></b></p> <p>The <b>Contractor</b> 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"><b><u>INFORMATION FOR BIDDERS DEPARTMENT OF DESIGN AND CONSTRUCTION SAFETY REQUIREMENTS</u></b></p> <p>The <b>Contractor</b> shall provide the safety personnel as indicated to the right.</p>	<ul style="list-style-type: none"> <li>■ Project Safety Representative</li> <li>■ Dedicated, full-time Project Safety Manager</li> </ul>
<p align="center"><b><u>CONTRACT ARTICLE 14 DATE FOR SUBSTANTIAL COMPLETION</u></b></p> <p>The <b>Contractor</b> shall substantially complete the <b>Work</b> in the number of calendar days indicated to the right.</p>	<p>See Page SA-4.</p>
<p align="center"><b><u>CONTRACT ARTICLE 15 LIQUIDATED DAMAGES</u></b></p> <p>If the <b>Contractor</b> fails to substantially complete the <b>Work</b> within the time fixed for substantial completion plus authorized time extensions or if the <b>Contractor</b>, in the sole determination of the <b>Commissioner</b>, has abandoned the <b>Work</b>, the <b>Contractor</b> shall pay to the <b>City</b> the amount indicated to the right.</p>	<p>\$15,000. for each consecutive calendar day over scheduled substantial completion time</p>
<p align="center"><b><u>CONTRACT ARTICLE 17. SUB-CONTRACTOR</u></b></p> <p>The <b>Contractor</b> shall not make subcontracts totaling an amount more than the percentage of the total <b>Contract</b> price indicated to the right.</p>	<p>Not to exceed <u>49</u> % of the <b>Contract</b> price</p>

<p align="center"><b><u>CONTRACT ARTICLE 21.</u></b> <b><u>RETAINAGE</u></b></p> <p>The <b>Commissioner</b> shall deduct and retain until the substantial completion of the <b>Work</b> the percent value of the <b>Work</b> indicated to the right.</p>	<p><u>5 %</u> of the value of the <b>Work</b></p>
<p align="center"><b><u>CONTRACT ARTICLE 22.</u></b> <b><u>(Per Directions Below)</u></b></p>	<p>See pages SA-5 through SA-12</p>
<p align="center"><b><u>CONTRACT ARTICLE 24.</u></b> <b><u>DEPOSIT GUARANTEE</u></b></p> <p>As security for the faithful performance of its obligations, the <b>Contractor</b>, upon filing its requisition for payment on <b>Substantial Completion</b>, shall deposit with the <b>Commissioner</b> a sum equal to the percentage of the <b>Contract</b> price indicated to the right.</p>	<p>1% of <b>Contract</b> price</p>
<p align="center"><b><u>CONTRACT ARTICLE 24.</u></b> <b><u>PERIOD OF GUARANTEE</u></b></p> <p>Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.</p>	<p>(A) Eighteen (18) Months, excluding Trees Planting and BMP Landscaping Work (B) Twenty-Four (24) Months for Tree Planting (C) Thirty-six (36) Months for BMP Landscaping Work</p>
<p align="center"><b><u>CONTRACT ARTICLE 74.</u></b> <b><u>STATEMENT OF WORK</u></b></p> <p>The <b>Contractor</b> shall furnish all labor and materials and perform all <b>Work</b> in strict accordance with the <b>Contract Drawings, Specifications</b>, and all <b>Addenda</b> thereto, as shown in the column to the right.</p>	<p><b>Addenda</b>, numbered:</p> <p align="center"><u>8</u></p>
<p align="center"><b><u>CONTRACT ARTICLE 75.</u></b> <b><u>COMPENSATION TO BE PAID TO CONTRACTOR</u></b></p> <p>The <b>City</b> shall pay and the <b>Contractor</b> shall accept in full consideration for the performance of the <b>Contract</b>, subject to additions and deductions as provided herein, the total sum <b>shown in the column to the right</b>, being the amount at which the <b>Contract</b> was awarded to the <b>Contractor</b> at a public letting thereof, based upon the <b>Contractor's</b> bid for the <b>Contract</b>.</p>	<p>Amount for which the <b>Contract</b> was Awarded:</p> <p><u>twenty-six million</u> <u>five hundred</u> <u>eighty-seven thousand</u> Dollars</p> <p>(\$ <u>26,587,000. -</u> )</p>
<p align="center"><b><u>CONTRACT ARTICLE 79.</u></b> <b><u>PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT</u></b></p>	<p><b>CITY M/WBE GOALS EXEMPT</b></p> <p>NYS M/WBE goals of 15% MBE <b>and</b> 15% WBE; See GOSR-Pages, herein this Volume 3 of 3</p>

<p style="text-align: center;"><b><u>STANDARD HIGHWAY SPECIFICATIONS</u></b> <b><u>SECTION 6.40</u></b> <b><u>LIQUIDATED DAMAGES FOR ENGINEER'S FIELD OFFICE</u></b></p> <p>If the Contractor fails to satisfactorily provide the field office and all equipment specified in <b>Section 6.40 - Engineer's Field Office</b>, 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 <b>Section 6.40.5</b>, is not corrected.</p>	<p>\$ <u>500.00</u> for each calendar day of deficiency</p>
<p style="text-align: center;"><b><u>STANDARD HIGHWAY SPECIFICATIONS</u></b> <b><u>SECTION 6.70</u></b> <b><u>LIQUIDATED DAMAGES FOR MAINTENANCE AND PROTECTION OF TRAFFIC</u></b></p>	<p>\$ <u>250.00</u> for each instance of failure to comply with the Maintenance and Protection of Traffic requirements within three (3) hours after written notice from the Engineer.</p> <p>\$ <u>500.00</u> for each and every hour of failing to open the entire width of roadway to traffic the morning following a night/weekend work operation.</p>
<p style="text-align: center;"><b><u>STANDARD HIGHWAY SPECIFICATIONS</u></b> <b><u>SECTION 7.13</u></b> <b><u>LIQUIDATED DAMAGES FOR MAINTENANCE OF SITE</u></b></p> <p>If the Contractor fails to comply, within three (3) consecutive hours after written notice from the Engineer, with the requirements of <b>Section 7.13 - Maintenance of Site</b>, 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>1400.00</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 shall be the number of consecutive calendar days designated as "N" on the Bid Form in the Bid Booklet.

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.

<b>Month of Substantial Completion based on the Base Contract Duration</b>	<b>Number of Days of adjustment</b>
<b>January</b>	150
<b>February</b>	120
<b>March</b>	90
<b>April</b>	60
<b>May</b>	30
<b>June</b>	0
<b>July</b>	0
<b>August</b>	0
<b>September</b>	0
<b>October</b>	0
<b>November –December 15</b>	0
<b>December 16 – December 31</b>	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>\$ 5,000,000</u> per occurrence and <u>\$ 5,000,000</u> per project aggregate applicable to this Contract.</p> <p>■ Additional Insureds:</p> <ol style="list-style-type: none"> <li>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,</li> <li>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),</li> <li>3. New York State Department of Transportation, including its officials and employees</li> <li>4. New York State Housing Trust Fund Corporation.</li> <li>5. NYS Governor's Office of Storm Recovery (GOSR), including Subrecipient its officials and employees</li> <li>6. National Grid.</li> </ol>

<p> <input checked="" type="checkbox"/> Workers' Compensation Art. 22.1.2  <input checked="" type="checkbox"/> Disability Benefits Insurance Art. 22.1.2  <input checked="" type="checkbox"/> Employers' Liability Art. 22.1.2  <input type="checkbox"/> Jones Act Art. 22.1.3  <input type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3         </p>	<p>Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.</p> <p><b>Note:</b> 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:            (1) NYCT "OUTSIDE CONTRACT" INSURANCE REQUIREMENTS: Workers' Compensation Insurance (including Employer's Liability Insurance) with limits of not less than \$2,000,000, which limit may be met by a combination of primary and excess insurance meeting the statutory limits of New York State.</p> <p>(2) Two (2) certificates of such insurance shall be furnished to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21<sup>st</sup> Floor, New York, NY 10004.</p>
<p><input type="checkbox"/> Builders' Risk Art. 22.1.4</p>	<p><input type="checkbox"/> Required: 100% of total bid amount</p> <p><input type="checkbox"/> Required: 100 % of total bid amount for Item(s): <b>Contractor</b> the Named Insured; the <b>City</b> both an Additional Insured and one of the loss payees as its interests may appear.</p> <p>If the <b>Work</b> does not involve construction of a new building or gut renovation work, the <b>Contractor</b> may provide an installation floater in lieu of Builders Risk insurance.</p> <p>Note: Builders Risk Insurance may terminate upon <b>Substantial Completion</b> of the <b>Work</b> in its entirety.</p>



<p><input checked="" type="checkbox"/> Commercial Auto Liability Art. 22.1.5</p>	<p>\$ <u>2,000,000</u> per accident combined single limit</p> <p>If vehicles are used for transporting hazardous materials, the <b>Contractor</b> shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90</p> <p><input checked="" type="checkbox"/> Additional Insureds:</p> <p>(1) City of New York, including its officials and employees, and</p> <p>(2) New York State, including its officials and employees, and,</p>
<p><input type="checkbox"/> Contractors Pollution Liability Art. 22.1.6</p>	<p>\$ <u>5,000,000</u> per occurrence \$ <u>5,000,000</u> aggregate</p> <p>Additional Insureds:</p> <p>1. City of New York, including its officials and employees, and</p> <p>2. _____</p> <p>3. _____</p>
<p><input type="checkbox"/> Marine Protection and Indemnity Art. 22.1.7(a)</p>	<p>\$ _____ each occurrence \$ _____ aggregate</p> <p>Additional Insureds:</p> <p>1. City of New York, including its officials and employees, and</p> <p>2. _____</p> <p>3. _____</p>
<p><input type="checkbox"/> Hull and Machinery Insurance Art. 22.1.7(b)</p>	<p>\$ _____ per occurrence \$ _____ aggregate</p> <p>Additional Insureds:</p> <p>1. City of New York, including its officials and employees, and</p> <p>2. _____</p> <p>3. _____</p>

<input type="checkbox"/> Marine Pollution Liability Art. 22.1.7(c)	\$ <u>1,000,000</u> per occurrence \$ <u>1,000,000</u> aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
[OTHER] Art. 22.1.8 <input type="checkbox"/> Railroad Protection Liability Policy (ISO-RIMA or equivalent form) approved by Permitter covering the work to be performed at the designated site and affording protection for damages arising out of bodily injury or death, physical damage to or destruction of property, including damage to the Insured's own property and conforming to the following: <ul style="list-style-type: none"> <li>• Policy Endorsement CG 28 31 - Pollution Exclusion Amendment is required to be endorsed onto the policy when environmental-related work and/or exposures exist.</li> <li>• Indicate the Name and address of the Contractor to perform the work, the Contract # and the name of the railroad property where the work is being performed and the Agency Permit.</li> <li>• Evidence of Railroad Protective Liability Insurance, must be provided in the form of the <u>Original Policy. A detailed Insurance Binder (ACORD or Manuscript Form) will be accepted pending issuance of the Original Policy, which must be provided within 30 days of the Binder Approval.</u></li> </ul>	\$ <u>2,000,000</u> per occurrence \$ <u>6,000,000</u> annual aggregate Named Insureds: 1. New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), the Staten Island Rapid Transit Operation Authority (SIRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner) and all other indemnified parties.

<p>[OTHER] <span style="float: right;">Art. 22.1.8</span></p> <p><input type="checkbox"/> Professional Liability</p> <p>A. The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of \$2,000,000 in the aggregate and \$1,000,000.00 per occurrence. 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] <span style="float: right;">Art. 22.1.8</span></p> <p><input checked="" type="checkbox"/> Engineer's Field Office</p> <p><b>Section 6.40, Standard Highway Specifications</b></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] <span style="float: right;">Art. 22.1.8</span></p> <p><input type="checkbox"/> The Following Additional Insurance Must Be Provided:</p> <p><b>Umbrella/Excess Liability Insurance</b> - 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>	

**SCHEDULE A**  
**(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)**  
**(GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)**

**PART III. CERTIFICATES OF INSURANCE**

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

- (1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

- (2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.



**SCHEDULE A**

**(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)**

**PART IV. ADDRESS OF COMMISSIONER**

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth below or, in the absence of such address, to the **Commissioner's** address as provided elsewhere in this **Contract**.

DDC Director, Insurance Risk Manager

30 – 30 Thomson Avenue, 4th Floor (IDCNY Building)

Long Island City, NY 11101

(NO FURTHER TEXT ON THIS PAGE)

**REVISIONS TO STANDARD SPECIFICATIONS****NOTICE**

The Specification Bulletin(s) ("SB(s)") referenced in this Section (R-Pages) may consist of revisions to the following Standard Specifications:

- New York City Department of Transportation ("NYC DOT") Standard Highway Specifications, dated 8/1/2015;
- New York City Department of Environmental Protection ("NYC DEP") Standard Sewer and Water Main Specifications, dated 7/1/2014; and
- NYC DEP Specifications for Trunk Main Work, dated 7/2014.

The SB(s) modify and supersede portions of the applicable Standard Specifications. The provisions contained in this Contract's I-Pages, S-Pages and SW-Pages may further modify the applicable Standard Specifications.

The following SB(s) are included as part of this contract:

- SB 16-001 – REVISIONS TO THE NYC DOT STANDARD HIGHWAY SPECIFICATIONS.
- SB 16-002 – REVISIONS TO THE NYC DEP STANDARD SEWER AND WATER MAIN SPECIFICATIONS.
- SB 17-001 – UV CURED-IN-PLACE-PIPE (CIPP) LINING METHOD
- SB 17-002 – SUPERSEDED BY SB 18-001
- SB 17-003 – ENGINEERS FIELD OFFICE
- SB 17-004 – FIRE DEPARTMENT FACILITIES
- SB 17-005 – DIGITAL PHOTOGRAPHS
- SB 17-006 – RECORDS OF SUBSURFACE STRUCTURES
- SB 17-007 – MOBILIZATION
- SB 17-008 – QUALIFICATION CARDS
- SB 17-009 – SALVAGEABLE MATERIALS
- SB 17-010 – MILLED ASPHALTIC CONCRETE AGGREGATE
- SB 17-011 – DETECTABLE WARNING UNIT COLOR

- SB 17-012 – TEMPORARY HOUSE CONNECTION MATERIAL
- SB 18-001 – RODENT AND WATERBUG PEST CONTROL
- SB 18-002 – COLOR SURFACE TREATMENT FOR PAVEMENTS
- SB 18-003 – WATER AND SEWER GENERAL PROVISIONS
- SB 18-004 – CUTTING DUCTILE IRON PIPE
- SB 18-005 – STOCKPILES
- SB 19-001 – RESTORATION OF PAVEMENT SURFACE

The SB(s) are available online at:

<http://www1.nyc.gov/site/ddc/resources/specification-bulletins.page> or for pickup between 8:00 AM and 4:00 PM at 30-30 Thomson Avenue, 3<sup>rd</sup> Floor, Division of Infrastructure, Long Island City, NY 11101. Contacts:

- Mr. Richard Jones, (718) 391-1417
- Mr. Salman Macktoom, (718) 391-2041

**(NO FURTHER TEXT THIS PAGE)**



**I - PAGES**

## **NEW SECTIONS**

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### **NOTICE**

UNLESS OTHERWISE NOTED, ALL SECTIONS, SUBSECTIONS, ARTICLES, OR SUBARTICLES AS REFERRED TO HEREIN WITHIN THESE NEW SECTION SPECIFICATIONS MUST BE THOSE OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION'S (NYCDOT'S) CURRENT STANDARD HIGHWAY SPECIFICATIONS WITH CURRENT ADDITIONS, MODIFICATIONS AND REVISIONS TO THE STANDARD HIGHWAY SPECIFICATIONS (R-PAGES).

THE STANDARD HIGHWAY SPECIFICATIONS ARE NOT INCLUDED IN THESE I-PAGES. SEE THE NYCDOT STANDARD HIGHWAY SPECIFICATIONS BOOKS FOR STANDARD SPECIFICATIONS TEXTS.

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(NO TEXT ON THIS PAGE)

**SECTION 4.04 MM - Procedure for Estimating Concrete Strength  
by the Maturity Method  
(Not a Pay Item)**

**4.04MM.1. DESCRIPTION.**

The Maturity Method is a non-destructive procedure for estimating early concrete strength. The requirements of this section must apply to all concrete placed under Item No 6.97 A and in accordance with **Section 6.97 A - Extra-High-Early Strength Concrete Base**.

The Maturity Method will not be used by the Department for accepting the strength of a concrete. Strength testing by destructive means per the requirements of **Section 5.02** will still be used by the Department for strength acceptance.

**4.04MM.2. PROCEDURE FOR DEVELOPING A MATURITY CURVE.**

For each proposed mix design develop the maturity curve in accordance with ASTM C1074. Make 6" x 12" cylinders and base the curve on compressive strength.

- (A) Make all specimens from the same batch of concrete. Mix using the same materials, mix design and mixing technique that will be used for concrete on the project. Mix at the maximum w/c ratio of the design. Mix at or within 0.5% of the maximum air content of the design
- (B) Determine the plastic properties of the batch by performing slump, air content, unit weight, and concrete temperature before making specimens. Determine slump in accordance with ASTM C143, air content in accordance with ASTM C231 or ASTM C173, unit weight in accordance with ASTM C139, temperature in accordance with ASTM C1064, shrinkage in accordance with ASTM C157, and freeze/thaw in accordance with NYSDOT Method 502-3P, except a 3% NaCl solution must be used.
- (C) Make a minimum of twenty (20) cylinder specimens in accordance with ASTM C192 and one prism specimen in accordance with ASTM C157. Embed sensors in the center of two (2) of the cylinder specimens. Moist cure all specimens in a temperature-controlled water bath or in a moist room meeting the requirements of ASTM C511. Test cylinders in accordance with ASTM C39. Additional specimens can be made and tested at other ages as well as unused specimens to help define the maturity curve.

The following samples must be prepared per mix design, at a minimum:

- (2) 6x12 cylinders with imbedded sensors.
  - (18) 6x12 cylinders tested in sets of (2) at the following approximate ages: 3H, 6H, 12H, 1D, 2D, 3D, 7D, 14D, 28D
  - (3) prisms for shrinkage testing
- (D) At a minimum, personnel making cylinders and performing slump, air content, unit weight, and concrete temperature must be ACI certified as Concrete Field-Testing Technicians, Grade I, and personnel testing cylinders for compressive strength must be ACI certified as Concrete Strength Testing Technicians. The process must be supervised by an ACI certified Concrete Laboratory Testing Technician, Level 2.
  - (E) Use digital data-loggers in conjunction with a commercial maturity instrument that automatically computes and displays maturity. Develop the curve using the temperature-time factor maturity function. Use a value of 32° F (0° C) for  $T_o$  (datum temperature) unless a more accurate value is determined in accordance with Annex A1 of ASTM C1074. The models of sensors, data-loggers, and maturity instruments used for development of the mix design need not be the same as used in the field.

**4.04MM.3. MIX DESIGN.**

For each mix design the Contractor must submit a mix design and method used for monitoring maturity in the laboratory to the Engineer. The Mix Design must meet the requirements of **Section 3.05.4, CONTRACTOR'S FORMULA**, except as modified below:

- 1) A single-point mix design is acceptable, and the mix must be approved for two years.
- 2) In addition to the requirements of the QACS "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL", the Contractor's mix design must include:
  - Age-Strength Data Table and Curve;
  - Maturity-Strength Data Table and Curve;
  - Age-Shrinkage Data Table and Curve Test results for freeze-thaw per NYSDOT Method 502-3P (PE Stamped).

Data Tables and Curves must have shown interpolated data points for 2800 PSI and 4000PSI compressive strength.

#### **4.04MM.4. USING CONCRETE MATURITY IN THE FIELD.**

Estimating concrete strength by maturity is acceptable when the concrete is batched using the same materials (including admixtures), material proportions, mix design, and mixing technique as that of the batch used to develop the maturity curve. The curve can be used on the project to estimate concrete strength if the w/c ratio of the concrete used on the project is less than or equal to the w/c ratio used to develop the curve.

- (A) Maturity sensors must be approved by the Engineer and be a self-contained commercial maturity unit that contains an internal logger and does not require continuous connection to an external meter or logger. Sensors may be wired or wireless. If wired sensors are used, the Contractor must install protection around the exposed wires to prevent vandalism. If the protection is inadequate to prevent vandalism, the Engineer may require the use of wireless sensors. Use the time-temperature maturity function. Use the same value for  $T_o$  ( $0^\circ$  C) (datum temperature) that was used to develop the maturity curve.
- (B) Install maturity sensors as follows:
  1. At least (5) sensors must be installed per day of placement.
  2. One (1) sensor in each twenty (20) cubic yards or fraction thereof placed daily
  3. One of the sensors must be installed in the last load of concrete mixed and placed that day.
  4. Sensor locations and placement must be coordinated with the Engineer in the field.
- (C) When installing sensors, use a placement strategy that targets areas where the concrete is expected to gain maturity the slowest. Place sensors near the edges, in thinner sections, or in shaded areas where the concrete will be cooler. Do not place sensors in the center of the pour or where the concrete will be the hottest. Typical sensor placement should be at least one (1) foot from an edge or corner and six (6) inches of cover in each direction. At a minimum, install sensors with at least three (3) inches of cover in each direction. If wireless sensors are used, the antenna must be located per the manufacturer's recommendations. The Contractor must secure sensors to prevent movement during concrete placement. Do not secure sensors with wood that will become embedded in the concrete.
- (D) Provide the Engineer with one (1) set of the same maturity monitoring equipment reader that the Contractor will be using on the project so that DDC can independently monitor concrete maturity. Provide DDC personnel training on how to operate the equipment. The monitoring equipment will be returned to the Contractor at the completion of the project.
- (E) Maintain a separate log for each sensor which includes a unique ID; location; date and time of installation; date and time that the sensor began monitoring maturity; dates and times of all readings taken from the sensor; the corresponding temperature, maturity, and concrete age at each reading; and the date when readings were discontinued. Notify the Engineer immediately with problems or discrepancies with readings or if any sensors are found to be damaged or operating improperly, and document on the log the date and time this determination was made, what the problem is, and the steps taken to correct it. Have the log available for viewing by DDC project personnel at all times and provide an updated copy or the log to DDC project personnel on a weekly basis if the sensor is still in use.

#### **4.04MM.5. BASIS OF PAYMENT.**

No additional payment will be made for compliance with the provisions of this section.

**SECTION 4.08 ABM****Concrete Curb, Mountable**

4.08ABM.1 DESCRIPTION. Mountable Concrete Curb shall be made of concrete and be constructed to the dimensions and at the locations shown on the Contract Drawings and where directed by the Engineer.

4.08ABM.2 MATERIALS AND METHODS. All materials and methods shall be done in accordance with the applicable requirement of the Section 4.08, except that the curb shall be mountable to provide a smooth transition between the median and the roadway as shown on the Contract Drawings. Shape of the curb and its construction shall be as shown on the Contract Drawings. The shape of the transitional curbs, 1'-6" in length, shall be as approved by the Engineer.

4.08ABM.3. MEASUREMENT. The quantity to be measured for payment shall be the length of mountable concrete curb and its transition to the standard curb, constructed, complete, in place, as required, measured along the top of the exposed face of curb from the beginning and end of transition curb, and adjusted in accordance with Section 5.04. of the Standard Highway Specifications.

4.08ABM.4. PRICES TO COVER.

The contract price per linear foot of Mountable Concrete Curb, of the depth specified, shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct the curb complete in place, including excavation (other than rock excavation) , backfilling, in full compliance with the requirements of the specifications, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities, as may be required, and the cost of maintaining the curb in good condition as specified in Section 5.05. of the Standard Highway Specifications.

When the proposed adjacent sidewalk is designated to be pigmented, no additional payment will be made for the cost of pigmenting the concrete curb to match the proposed adjacent pigmented sidewalk in color.

*Payment will be made under:*

Item No.	Description	Pay Unit
4.08 ABM	CONCRETE CURB, MOUNTABLE (18" DEEP)	L.F.
4.08 AEM	CONCRETE CURB, MOUNTABLE (22" DEEP)	L.F.
4.08 AJM	CONCRETE CURB, MOUNTABLE (27" DEEP)	L.F.

**Section 6.39 B - Mobilization**

**6.39.1. DESCRIPTION.** Under this section, the Contractor must set up all necessary general plant and facilities, including shops, storage areas, office and such sanitary and other facilities as are required by City, State or Federal law or regulation. Unless otherwise provided, the cost of required bonds and/or any other similar significant initial expenses required for the initiation of the contract work must also be included in this section. The determination of the adequacy of Contractor's facilities, except as noted above, will be made by the Engineer.

**6.39.2. MATERIALS.** Unless otherwise specified, materials required under this section are not part of the completed contract and may be as selected by the Contractor.

**6.39.3. CONSTRUCTION METHODS.** Such work as is done in providing the facilities and services under this section must be done in a safe and workmanlike manner and must conform with any pertinent City, State or Federal law, regulation or code. The Contractor must provide facilities and services under this section that are planned and executed to ensure the maintenance of safety and good housekeeping at the construction site.

**6.39.4. PRICE TO COVER.**

Payment will be made by lump sum. The amount bid will include the furnishing and maintaining of any plant, services or other facilities noted under "Description" to the extent and at the time the Contractor deems them necessary for the Contractor's operations, consistent with the requirements of this section and the contract. The amount bid for this lump sum item will be payable to the Contractor when the following items are submitted and approved by the Engineer:

1. The provision of a Field Office per Section 6.40 of the NYCDOT Standard Highway Specifications;
2. The Site Safety Plan per the Safety Requirements section of the Information for Bidders;
3. The Schedule of Operations (project baseline schedule) per Section 1.06.25 of the NYCDOT Standard Highway Specifications;
4. The Progress Schedule per Standard Construction Contract Article 9;
5. Preconstruction Photographs per Section 6.43 D of the NYCDOT Standard Highway Specifications are submitted to the Engineer; and
6. Construction Report per Item 76.11CR of the NYCDEP Standard Sewer and Water Main Specifications, if item is required as part of the Contract.

However, should the Contract be terminated, or its term expires prior to completion of at least fifty percent (50%) of the original price bid for the Contract, then the Contractor will be paid a proportionate amount of this item (hereinafter referred to as the "Adjusted Mobilization Payment") based on the following formula:

$$\text{Adjusted Mobilization Payment} = \text{As Bid Mobilization Cost} \times \frac{\text{Total Actual Payments to the Contractor approved by the Engineer}}{\text{Original Total Bid Price} + \text{Approved and Registered Change Orders}}$$

Where the Contractor has already received the original total payment for this item and the Contract has been terminated or expired prior to completion of at least fifty percent (50%) of the work covered under

the original price bid for the Contract, then any monies owed by the City due to the above specified reduction in payment will be withheld from the monies the City owes to the Contractor and/or the City reserves a claim to such funds from the Contractor.

The amount bid for Mobilization must not exceed eight percent (8%) of the total contract price, excluding the price bid for Mobilization, and in no case will payment under this item exceed the original price bid for this item.

Payment will be made under:

Item No.	Item	Pay Unit
6.39 B	MOBILIZATION	L.S.



SECTION 6.52 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, detours, 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 English speaking and adequately trained and certified 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" current 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.

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 certified uniformed flagpersons 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 allowed wages paid for all authorized Uniformed Flagpersons performing vehicular and pedestrian traffic management.

The amount to be paid per person-hour will be calculated as follows:

For the Entity directly employing the flagperson:	
Wages & Benefits:	The hourly rates for wages & benefits ("supplemental") will be the rates listed in the prevailing wage schedule for Laborers (Notes 1, 2).
Worker's Compensation Insurance:	Worker's Compensation Insurance will be paid for at cost, subject to the provisions of Article 26.2.9 of the Standard Construction Contract.
Taxes:	Zero percent (0%) overhead or profit markup on payroll taxes or the premium portion of overtime pay, as per Article 26.2.11 of the Standard Construction Contract.
Overhead & Profit:	As per the applicable subsections of Article 26.2 of the Standard Construction Contract: <ul style="list-style-type: none"> <li>• Twelve percent (12%) overhead markup and ten percent (10%) profit markup will be applied to the wage and benefit amounts.</li> <li>• Five percent (5%) combined overhead and profit markup will be applied to the Worker's Compensation Insurance amount.</li> <li>• Zero percent (0%) overhead or profit markup on the premium portion of overtime wages.</li> </ul>

For the Contractor only, if the Entity directly employing the flagperson(s) is a subcontractor:	
Overhead & Profit:	As per Article 26.3 of the Standard Construction Contract: 5% overhead and profit on subcontractor amounts as calculated above.

Note 1: If the contract has multiple prevailing wage schedules (e.g., NYC Comptroller Section 220 prevailing wage schedule or Federal Davis Bacon prevailing wage schedule) with different Laborer wage & benefit rates, the higher wage & benefit rates will be used. The Laborer rates appropriate for the type of work being performed will be used.

Note 2: The prevailing wages & benefits in effect at the time of work will be used.

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 Contractor must submit to the Engineer satisfactory evidence of payment on certified payroll forms published by the Comptroller of the City of New York. 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 must 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 wages and benefits 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 City Comptroller's certified payroll report forms must be completed on a weekly basis and submitted to the Engineer every thirty (30) days whenever a payment requisition is submitted in less than thirty (30) days. The Contractor must submit signed original daily sign-in sheets and any required daily reports, as required under this contract or directed by the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
6.52 FED	UNIFORMED FLAGPERSON	FIXED SUM

**SECTION 6.97 A- Extra High-Early Strength Concrete****6.97A.1. DESCRIPTION.**

This section describes the construction of an extra-high-early strength (XHE) concrete.

In intersections where the street must be fully opened to traffic by the end of each work period, in accordance with the contract drawings, the specifications, the traffic stipulations, and the directions of the Engineer, the concrete must be laid with XHE concrete.

The Contractor will be subject, under Section 6.70 of the Standard Highway Specifications, to liquidated damages in the amount shown on Schedule "A" for each and every hour, or any part thereof, that the entire width of pavement designated to be reconstructed with XHE concrete base is not available to traffic one (1) hour after the end of each work period.

**6.97A.2. MATERIALS AND METHODS.**

All materials and methods for the concrete base must comply with the requirements specified for Item 4.04 H and Section 4.04MM this I-Pages, except for the following modifications and additions:

(A) Concrete must be XHE meeting the strengths in the table below. Contractor must provide a sufficient size work crew in the working time before initial set to allow for proper placement of the concrete. Modification of concrete must be with increased cement factor (up to 10-bag mix of Portland cement), reduced water content, superplasticizer, high-range water reducer, or accelerator. Pozzolans (Fly ash, Slag, and/or Microsilica) must be used.

Item	Type	Maximum time to achieve minimum compressive strength	
		2,800 psi	3,200 psi
6.97 A	XHE Concrete for Roadway Base	(6) Hours	(3) Days
6.97 BA	XHE Concrete for Roadway Base	(12) Hours	(3) Days
6.97 BB	XHE Reinforced Concrete for Bus Stop	(12) Hours	(3) Days
6.97 BC	XHE Reinforced Concrete for Bus Stop (Pigmented)	(12) Hours	(3) Days
6.97 C	XHE Concrete for Roadway Base	(24) Hours	(3) Days
6.97 D	XHE Concrete for Roadway Base	(48) Hours	(3) Days

(B) Contractor must be required to provide a mix design meeting the requirements of Section 4.04MM.3, including maturity-strength curves.

(C) All materials and equipment to be used by the Contractor must be as approved by the Engineer.

(D) The earth subgrade, immediately before the concrete is laid, must be thoroughly compacted by an approved method to the satisfaction of the Engineer. It must be smooth, finished to the bottom elevation of the adjacent concrete pavement, and be dampened with water sufficient only to be absorbed by the subgrade. The subgrade must not be in a muddy or frozen condition and unsuitable material must be removed and replaced with acceptable material, thoroughly compacted.

(E) All constituents of concrete must be delivered to the project site each work period as required. The Contractor must supply concrete at a rate consistent with placement operations as determined by the Engineer. Concrete must be batched in sufficient quantity to prevent cold joints from being formed during placement. The Engineer may discontinue the use of any type of concrete mixing or transporting units when unsatisfactory results are obtained.

(F) All concrete must be discharged directly into the forms or into approved conveyance equipment while fresh and before there is evidence of initial set. Concrete must be deposited before the initial set has taken place, in as nearly a continuous operation as practical, and with approved tools which will prevent segregation. Concrete must not be deposited in standing water and must be thoroughly compacted by use of external vibration (poker nose or screed). No retampering of the concrete will be permitted. Retampering is defined as the addition of water after the mix has attained its desired initial slump.

(G) Concrete cylinders must be taken at each location of work, as directed by the Engineer, to be tested at 28 days by the City.

(H) No traffic is to be permitted on newly placed XHE concrete until it has obtained the minimum 2,800-psi compressive strength specified, as estimated by the embedded maturity sensors and the approved maturity curve per Section 5.06.

#### 6.97A.3. MEASUREMENT.

The quantity to be measured for payment under this item must be the volume, in cubic yards, of XHE concrete laid where directed by the Engineer, measured in place, and adjusted for strength deficiencies in accordance with Section 5.04 of the Standard Highway Specifications.

In determining the volume of concrete to be paid for, the spaces occupied by bases of columns, manhole heads, gate boxes, road boxes, and similar structures will be deducted when their surface areas measure more than one (1) square foot and will not be deducted when they measure one (1) square foot or less.

#### 6.97A.4. PRICE TO COVER.

The contract price per cubic yard of XHE concrete must cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to furnish, lay and cure the concrete, complete in place, in full compliance with the requirements of the specifications, to furnish such samples and cores for testing and to provide such testing equipment, laboratory space and facilities as may be required, to maintain the concrete in good condition as specified in Section 5.05 of the Standard Highway Specifications, and completing the work in accordance with the contract drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item Description	Pay Unit
6.97 A	EXTRA-HIGH-EARLY STRENGTH CONCRETE	C.Y.
6.97 BA	EXTRA-HIGH-EARLY STRENGTH CONCRETE BASE PAVEMENT, VARIABLE THICKNESS (12 HOURS TRAFFIC-READY)	C.Y.
6.97 BB	EXTRA-HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT (BUS STOP) (12 HOURS TRAFFIC-READY)	C.Y.
6.97 BC	EXTRA-HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT (BUS STOP) (12 HOURS TRAFFIC-READY) (PIGMENTED)	C.Y.
6.97 C	EXTRA-HIGH-EARLY STRENGTH CONCRETE BASE PAVEMENT, VARIABLE THICKNESS (24 HOURS TRAFFIC-READY)	C.Y.
6.97 D	EXTRA-HIGH-EARLY STRENGTH CONCRETE BASE PAVEMENT, VARIABLE THICKNESS (48 HOURS TRAFFIC-READY)	C.Y.

## SECTION 8.08 VMS Variable Message Signs

### 8.08VMS.1. DESCRIPTION:

This work item involves the furnishing, installation, and maintenance of Portable Variable Message Signs (VMS) at specified locations shown on the plans and/or as ordered by the Engineer. The display units are intended to provide motorist information from a roadside installation and shall be configured for long term operation.

### 8.08VMS.2. MATERIALS:

The Contractor shall provide the following items as subsequently described in these specifications. All necessary incidental components, cables, and hardware, shall be supplied to accomplish a fully operational Portable VMS installation. All equipment and components furnished shall be new and be of the latest design manufacture. All parts shall be of high quality workmanship, and no part or attachment shall be substituted or applied contrary to the manufacturer's recommendations and standard practices. The design life of all components, operating 24 hours per day, shall be ten (10) years minimum with the exception of lead acid batteries.

#### A. Display

Variable message display units shall meet the requirements of Sections 201.3 and 294.6 of the New York State Manual of Uniform Traffic Control Devices. Each unit shall have a three line display with minimum of eight discrete characters per line. The sign characters shall measure at least 450 mm (18-in.) high, by 270 mm (11-in.) wide. The sign case shall not exceed 3.7 meters (12 ft.) wide. The display panel shall be 100% solid state with no moving parts or switches. All panels shall be identical and mutually interchangeable with all other panels. No field hardware or programming modifications shall be required to exchange or replace individual display panels.

LEDs shall be ITE amber wide angle providing for both daylight and nighttime legibility at a viewing angle of 30 degrees. Each pixel shall be capable of producing 20 candelas of light at 30 ma of current, shall be rated for 100,000 hours service life and shall have an operating temperature of -9 degrees C (15 degrees F) to +74 degrees C (165 degrees F).

#### B. Power Supply

The 12 VDC power source system shall consist of at least fourteen (14) batteries. Each battery shall be of the deep cycle design and shall operate at 12 VDC. The batteries shall be charged primarily by a solar voltaic array. Each battery shall have a minimum rating of 1,300 cold cranking amps for 30 seconds at -18 degrees C (65 degrees F) and shall have at least a 390 minute reserve capacity with 50% of pixels illuminated. The design of the VMS shall insure that this capacity shall be sufficient to provide virtual autonomy for the sign system which will allow full messages to be continuously displayed without the use of an external charger.

Control of the sign power supply shall be provided by a power management system that shall regulate the charging of the batteries by the solar charging system and shall provide for regulation, and distribution of the power to the various sign functions. This power management system shall provide power to the batteries when required and shall not overcharge them when they have reached a full charge.

C. Solar Charging System

The Solar charging system shall consist of a photovoltaic array mounted at the top of the sign case and power management system. The system shall provide regulated "on demand" charging consistent with the battery condition, with the ambient solar luminance at the photovoltaic array, and with net power consumption within the sign system. The photovoltaic array shall be capable of delivering 450 Watts of power in direct sunlight.

D. 110 VAC Charging system

A 110 VAC charging system shall be incorporated. The sign charging system shall be capable of producing a minimum seventy-five (75) amperes, twelve volt (12) VDC output. This charger shall be available as a backup and may be utilized when 110 VAC service is available at the site. A current meter for monitoring the charging process and an electrical receptacle mounted on the control pedestal shall be included. The system shall be capable of completely charging the battery pack within 24 hours. The actual charging time will vary depending upon conditions and state of charge/discharge of the batteries. Battery voltage shall be monitored by an on board CPU and the presence of 110 VAC line voltage shall be indicated on the keyboard terminal LCD.

E. Power Manager

The power manager shall control the regulation, and distribution of the power to the sign system. In addition, it shall regulate the solar charging of the 12 VDC batteries. The power manager shall automatically disconnect the battery pack from the solar array when the batteries attain a fully charged state. When the sign system is consuming power and the batteries are discharging, the power manager shall enable the solar arrays to provide a full charge from the solar array. This operation shall be designed to insure a maximum charge on the batteries when the sign is in full operation without overcharging the battery supply. The power manager circuitry shall be fully functional in the 0 to 95 % non-condensing humidity range and in the temperature range of -35 degrees C (-30 degrees F) to +75 degrees C (165 degrees F).

F. Central Processing Unit (CPU)

The CPU shall consist of one or more printed circuit (PC) board(s) which shall contain all of the sign message memory as well as the sign operating software. The CPU shall be constructed of a high quality fiberglass printed circuit card conformal coated with 100% solid-state circuitry. The CPU shall operate in 0 to 95 % non-condensing humidity conditions at temperatures from -35 degrees C (-30 degrees F) to +75 degrees C (165 degrees F). The CPU PC board shall be designed with reverse polarity protection in the event that batteries are incorrectly connected. The CPU shall have sufficient capacity to store 200 messages that can be entered from the sign keyboard terminal or remotely via a RS232 port. Remote control shall be possible over the RS232C control port. The data rate of this channel shall support operation in the 1.2 KB to 9.6 KB rate. The CPU shall include full support for the RS232 port and shall contain all required software and hardware which is necessary for a communication address to be stored in non-volatile RAM. The integral communication software on the CPU shall be able to recognize its own address in received messages and shall reject all other addresses. The RS232 hardware and software shall be capable of operation with all of the types of communication modems (i.e.: CDPD, Spread-spectrum, CDMA and Cellular).

The RS232 channel shall permit the programming, uploading and downloading of all necessary data to permit 100 % remote functionality of the sign. Message memory shall be retained during power interruptions or failures of indefinite length and the CPU shall be capable of operating the sign system in the event that the keyboard controller is disconnected. The units shall be capable of displaying up to six messages in a cyclical sequence and shall be capable of creating a minimum of 25 program sequences.

The complete RS232 protocol utilized shall be fully documented and provided to the Engineer. This protocol description shall be utilized by a third party for the purpose of developing control software for the VMS. The protocol shall include functions which shall allow the selection of pre-programmed messages, upload/download of the sign message library, and control of all auxiliary functions, such as LED messages. In addition, the protocol shall include functions to retrieve sign status such as current messages, failure states, etc.

The protocol shall be provided without any license restrictions or non-disclosure requirements. The manufacturer shall provide a minimum of sixteen hours telephone consultation to any party designated by the Engineer, to a software engineer who is fully cognizant and knowledgeable in all aspects of the protocol use and application.

G. VMSs shall be NTCIP Compliance

***Profile Layer Applicable NTCIP Standards***

Information Profile NTCIP 1201 (Global Object Definitions)

NTCIP 1203 (DMS Object Definitions)

Application Profile NTCIP 2301 (Simple Transportation Management Framework [STMF])

Transport Profile NTCIP 2201 (Transportation TransportProfile)

NTCIP 2202 (TCP/UDP/IP) Subnetwork Profile NTCIP 2101 (Point to MultiPoint over RS232)

NTCIP 2102 (Point to MultiPoint over FSK Modem)

NTCIP 2103 (Point to Point)

NTCIP 2104 (Ethernet)

H. Sign Keyboard Terminal

The sign keyboard shall be conveniently located for easy access and control of the display while the sign is in operation. The keyboard terminal shall consist of a standard QWERTY keyboard and at least a 4 line by 20 characters per line display. This terminal shall be watertight and shall be manufactured with conformal coated circuit boards. The keyboard shall operate in the 0 to 95 % non-condensing humidity conditions and -35 degrees C to +75 degrees C temperature range.

I. Sign Operation Software

The sign operating software (SOS) shall provide for operator interaction with the sign system through software residing in the CPU unit. This software shall be accessible through the sign keyboard terminal and an RS232 control port as described in Subsection F, above. The local software shall be user friendly (Capable of being operated by typical contractor personnel) and shall require operator confirmation prior to allowing a change to any sign operating parameter or message. The sign operating software shall contain



a password entry system and limit access to the sign to authorized persons. The sign operating software shall provide for the following additional capabilities:

- Remote and local control of LED brightness (minimum 7 levels).
- Automatic (based on local photocell measurements) control of LED brightness.
- Enable/Disable cellular and CDPD and CDMA communications.
- Sign status including battery post voltage, 110 VAC service indicator, low voltage indicator, and photocell ambient light level.
- Accurate internal clock with automatic daylight savings time adjustment and no fail millennium change.

The following sign editing features shall be programmable:

- Create, edit, review, and delete messages.
- Create, edit, review, and delete message schedule.
- Create, edit, review, and delete message sequences.
- Programmable flash rate for messages.

**J. Sign Operation Desktop, CDMA modem and Antenna and installation and integration in NYCDOT's Traffic Management Center (TMC)**

Contractor shall provide a Personal computer P4 with the latest version of attached specifications, CDMA modem, and antenna installation at the NYCDOT Traffic Management Center (TMC), 28-11 Queens Plaza North, with the antenna installed on 9<sup>th</sup> floor roof.

Install and integrate all systems including communication with VMSs from TMC.

**K. Sign Operation Notebook (laptop)**

Contractor shall provide a laptop with the latest version of attached specifications and diagnostic software.

**L. Trailer**

The trailer shall be designed to safely transport the VMS assembly. The vehicle shall come equipped with all necessary lights, fenders, reflectors, etc. for use on public highways in accordance with the NYS Vehicle and Traffic Law. The trailer shall have a single axle and a fixed height tow ring and adjustable height ball or tow ring hitches. The trailer shall come equipped with leveling jacks of adequate strength to conveniently adjust the trailer orientation. These leveling jacks shall be affixed in such a manner that they may be readily placed and locked in a horizontal position for traveling without necessitating the use of tools. The trailer and sign assembly, when stationary and supported properly with the leveling jacks, shall withstand AASHTO rated 160 KPH wind gusts. The trailer shall be equipped with a rain tight locked housing for the keyboard, terminal and control panel. The sign trailer shall not exceed 2.4 meters (8 ft.) wide.

**M. PC Based Remote Operation Software**

A PC Based software package shall be supplied with each assembly. The package shall be supplied with an install disk and operating manual. From a standard PC, the

software shall allow the VMS to be fully controlled, programmed, and maintained. The software package shall comply with the following specifications:

- Programmable for operation on COM1, COM2, COM3, + COM4 utilizing standard IRQs. In addition IRQ5 must be supported for COM3 and COM4. Two USB ports.
- Software must be operational under WINDOWS 98, WINDOWS XP.
- Must support as a minimum of functions available on the local CRT and terminal as defined in Subsection H, above.
- Must support dial-up modem operation including ability to maintain a telephone library for each VMS. Program must support a minimum of 100 VMS.
- Must support a sign message library which can be uploaded/download from the PC. Commands must be available to selectively upload/download complete messages from the VMS and a mechanism to store them on disk.
- PC software must be functional with all types of communication adapters utilized for the project.
- A PC 9-PIN to VMS controller RS232 connection cable shall be supplied for each VMS supplied. The cable shall be a minimum of 4 meters (13'-2") long and shall utilize water resistant connections and be of heavy-duty construction.

**N. Modem Interface Cable**

The VMS shall be supplied with a modem interface cable. This cable shall be designed to connect the VMS controller's RS232 port to the spread spectrum radio modem indicated on the plans to be utilized at this assembly.

**O. Auxiliary Equipment Bay**

The VMS shall have space for the installation of the external devices designated for use with the VMS in this contract. In addition, access to AC power shall be available in this bay. The bay shall be protected and secured by a lock and shall be watertight. Other internal spaces of the VMS can be utilized for this purpose if sufficient space exists.

**P. MC Power Cable, Flexible Conduit**

A nominal 3 meter (10 ft.) length of MC power cable and appropriate mating connectors, containing two (2) stranded # 8 wires and a ground shall be furnished and installed between the Pole Mounted Control Equipment Cabinet, power distribution panel and the Auxiliary Equipment Bay of the VMS sign. This cable shall be used to power the portable VMS sign from commercial electrical power.

**Q. 3/4 NPS Sealtight Flexible Conduit**

A nominal 3 meter (10 ft.) length of 3/4 NPS sealtight flexible watertight conduit and appropriate mating connectors shall be furnished and installed between the Pole Mounted Control Equipment Cabinet and the Auxiliary Equipment Bay of the VMS sign. The Contractor shall install the modem Interface Cable as described in Subsection N, above, in this flexible conduit.

**8.08VMS.3. CONSTRUCTION MAINTENANCE DETAILS:**

The Contractor shall prepare a shop drawing submittal which will include copies of descriptive literature for every component to be included in with the VMS assembly. The submittal shall include a complete description of the VMS protocol utilized to command and program the VMS assembly. In addition, the submittal shall include a complete plan for the VMS including all interconnections and physical placement of all of the required major and incidental components. These drawings shall include specific details of the installation of all of the material listed in this specification and as shown on the construction plans and details.

Upon request, as part of the shop drawing process, the Contractor may be required to perform a field demonstration of the assembly at a particular site which would be selected to approximate the conditions under which the VMS will need to operate for the project. During this demonstration, the unit must prove that it can meet all of the functional requirements defined in this specification. The Engineer has the right to reject the material if the demonstration fails to prove that the device is compliant, in the opinion of the Engineer. The shop drawing submittal must be as approved by the Engineer prior to any testing or installation of the VMS in the field.

The spread spectrum radio CDMA and power supply, as indicated on the plans or as designated by the Engineer, shall be installed, activated, and tested. The antenna cable shall be installed through the 2 NPS chase nipple in the back of the cabinet and at the top of the pole through the new opening with the rubber grommet as detailed in the plan set. The YAGI antenna detailed for in the Spread Spectrum Radio CDMA specification shall be installed utilizing the antenna mounting bracket described in that specification. The YAGI antenna shall be installed at the highest point possible on the sign/pole. Details for alignment of this antenna can be found in the CDMA Spread Spectrum radio specifications.

The VMS is to be installed at the locations indicated on the plans or as directed by the Engineer. The trailer wheels shall be removed and the VMS shall be positioned to maximize the viewing angle and visibility to the roadway. When in use, the units shall be set as shown on the construction plans and details. The base of the message display panel shall be adjusted so that it is at least two (2) meters (6-1/2 feet) above the pavement surface and properly aligned to provide optimum viewing by approaching motorists.

At locations where solar charging of batteries is not possible, a 110 VAC charging system shall be used to keep the batteries charged. At such locations, the Contractor shall be required to connect all installed VMSs to the nearest street light pole by overhang power cable in accordance with the National Electrical Code Specifications and as approved by the Engineer, in consultation with NYCDOT's inspector.

Once installed in the field, each VMS will be subjected to an Operational Standalone Test. This test shall verify that the VMS is fully operational and properly programmed with an initial message library to be provided by the Engineer.

The Contractor shall be responsible for maintenance, repair, and continuous operation of the display units until progress of work no longer requires their use, as determined by the

Engineer. As a minimum, the Contractor shall field check the VMS at least once per week, while deployed in the field. The Contractor shall make all necessary adjustments or repairs to the VMS that are found necessary during the field inspection. This field check shall include inspection of battery electrolyte levels, cleaning and tightening battery cable harnesses and testing the VMS to ensure that all pixels are operational and that the VMS is fully operational. The Contractor shall also inspect the placement of traffic control devices such as cones, drums, signs, etc., for conformance with the construction plans and details. If such traffic control devices are missing or not in place the Contractor shall replace the devices in accordance with the contract documents. This inspection and replacement if required shall be considered as part of this bid item and shall not be considered for additional compensation. Any defective or non-functional sign shall be replaced within 24 hours.

All components to be supplied under this specification shall be under warranty for a minimum of two-years from the conclusion of the system acceptance test. This warranty shall include repair and/or replacement of all failed components via a factory authorized depot repair service. All items sent to the depot for repair shall be returned within two weeks of the date of receipt at the facility. The depot location shall be in the United States. Repairs shall not require more than two weeks from date of receipt and the provider of the warranty shall be responsible for all return shipping costs. The depot maintainer designated for each component shall be authorized by the original manufacturer to supply this service. A warranty certificate shall be supplied for each component from the designated depot repair site indicating the start and end dates of the warranty. The certificate shall be supplied at the conclusion of the system acceptance test and shall be for a minimum of two years after that point. The certificate shall name NYCDOT as the recipient of the service. The Engineer in consultation with NYCDOT shall have the right to transfer this service to other private parties who may be contracted to perform overall maintenance of the facility.

One copy of all operations and maintenance manuals for each portable VMS component shall be delivered for each assembly installed. For this project, a training course shall be conducted to review the operations and maintenance of all components. The training course shall consist of a minimum of two (2) 8-Hour sessions for each person and be scheduled for 6 City employees at TMC.

At the conclusion of the project, VMSs shall be delivered to a site designated by the Engineer. Each VMS shall be tested upon this delivery and must be in good working order in accordance with these specifications.

#### **8.08VMS.4. MAINTENANCE CONTRACT:**

For the duration of the project the Contractor shall be responsible to maintain VMS as per specification based on a specified on call service contract. The Commissioner, in consultation with NYCDOT, can cancel the maintenance contract at any time.

**8.08VMS.5. METHOD OF MEASUREMENT:**

A. The quantity to be measured for payments under Item 8.08 VMS, VARIABLE MESSAGE SIGN, shall be the number of Variable Message Signs satisfactorily installed where specified for use under this project. No additional measurement will be made for any relocation of variable message signs or for any temporary removal and subsequent reinstallation of variable message signs.

B. The quantity to be measured for payments under Item 8.08 VMSC, VARIABLE MESSAGE SIGN COMPUTER, shall be the number of Variable Message Sign Computers satisfactorily installed where specified for use under this project.

**8.08VMS.6. BASIS OF PAYMENT:**

A. The contract price bid for Item 8.08 VMS, VARIABLE MESSAGE SIGN, shall be a unit price per each Variable Message Sign and shall include the cost of all materials, labor, tools, equipment, documentation, testing, maintenance, insurance, and incidentals necessary to furnish, install, maintain, and remove, when directed, a variable message sign, complete, in accordance with the plans, the specifications, and the directions of the Engineer.

B. The contract price bid for Item 8.08 VMSC, VARIABLE MESSAGE SIGN COMPUTER, shall be a unit price per each Variable Message Sign Computer and shall include the cost of all materials, labor, tools, equipment, documentation, testing, maintenance, insurance, and incidentals necessary to furnish, install, maintain, and remove, when directed, a variable message sign computer complete with software, in accordance with the plans, the specifications, and the directions of the Engineer. The initial computer furnished under this item shall be a Desktop Computer and all subsequent computers furnished under this item shall be Notebook Computers.

C. No payment will be made for repair or replacement of damaged materials made necessary due to the Contractor's operations.

Payment of the unit price bid under each item will be made as follows:

20% payable upon equipment installation and satisfactory completion of installation tests.

25% payable upon project acceptance of the variable message sign or variable message sign computer, as applicable.

30% payable in monthly installments in proportion to the amount of the project completed following acceptance of the variable message sign or variable message sign computer, as applicable. Monthly payments will be dependent upon the Contractor performing all maintenance duties as may be required.

25% payable upon delivery of equipment to a site designated by the Engineer and satisfactory completion of tests as may be required by the manufacturer to verify that the unit is operational.

*Payment will be made under:*

Item No.	Description	Pay Unit
8.08 VMS	VARIABLE MESSAGE SIGN	EACH
8.08 VMSC	VARIABLE MESSAGE SIGN COMPUTER	EACH

**Desktop Computer:**

<b>Module</b>	<b>Description</b>
<b>Make and Model</b>	HP, Dell, Gateway, Toshiba; or, an approved equivalent. Note: An approved equivalent requires written approval of the Assistant Commissioner of ITS.
<b>Processor</b>	Intel Core 2 Duo Processor E6550 (2.33 GHz, 4M VT 1333MHz FSB) or faster
<b>Operating System</b>	Microsoft® Windows® XP Professional or Vista Business® , SP1 with Media and NTFS
<b>Memory</b>	2 GB or More, DDR2 Non-ECC SDRAM, 800 MHz
<b>Keyboard</b>	Entry Level Keyboard, PS/2, (No Hot Keys)
<b>Monitor</b>	19" LCD Monitor or Better
<b>Graphics Card</b>	PCI or AGP Interface with a minimum of 256 MB or RAM
<b>Boot Hard Drive</b>	160GB 7200RPM IDE Hard Drive
<b>Mouse</b>	PS/2
<b>USB Memory Key</b>	256MB USB Memory Key
<b>CD ROM/DVD ROM</b>	8X DVD+RW/+R AND 48X CDROM with Roxio® Easy CD Creator plus DVD Decode or faster version
<b>Speakers</b>	Two Piece Stereo System
<b>Wireless</b>	802.11 b/g USB 2.0
<b>Sound</b>	Built in sound
<b>I/O Ports</b>	At least: 2 serial, 8 USB2.0, 1 parallel, 1 IEEE1394 port, RJ45 Ethernet Port
<b>Energy Star</b>	Energy Star Compliant
<b>Documentation Diskette</b>	Resource CD contains Dlgonstics and Drivers for the System

**Notebook Computer:**

<b>Module</b>	<b>Description</b>
<b>Make and Model</b>	HP, Dell, Gateway, Toshiba; or, an approved equivalent. Note: An approved equivalent requires written approval of the Assistant Commissioner of ITS.
<b>Processor</b>	Intel Core 2 Duo Processor 3.40GHz, 512K / 800MHz FSB or faster
<b>Operating System</b>	Microsoft® Windows® XP Professional or Vista Business® , SP1 with Media and NTFS
<b>Memory</b>	2 GB or more, DDR SDRAM Memory (2 DIMMS)
<b>Graphics Card</b>	4XAGP graphics w/128MB DDR Video Memory
<b>Boot Hard Drives</b>	160GB ATA-100 IDE (7200 rpm)
<b>Modem</b>	Internal 56K Modem
<b>Modular Bay Devices</b>	DVD/CD-RW combo or higher
<b>Speakers</b>	Two Piece Stereo System (builtin)
<b>Wireless Local Area Networking Options</b>	Intel® PRO/Wireless 2100 WLAN (802.11b,11Mbps) miniPCI Card
<b>Battery</b>	9-Cell Primary Battery
<b>I/O Ports</b>	At least: 1 serial, 1 parallel, 1 IEEE 1394, 2 UBS 2.0, RJ45 Ethernet Port
<b>Factory-Installed Software</b>	Norton Antivirus® 2009, 12-month subscription
<b>Additional Battery</b>	9-Cell Spare primary battery
<b>Case</b>	Yes



**SECTION 91698.93  
INCENTIVE PAYMENTS AND DISINCENTIVE ASSESSMENTS FOR B PORTION WORK**

91698.93.1.     GENERAL.

Since this project is critical to the City and TIME IS OF THE ESSENCE, the City is making available to the Contractor certain incentive payments. The incentive payment amount will be tied to an Accelerated Substantial Completion Date for this Capital Project. To earn an incentive payment amount, the Contractor shall have to meet the Accelerated Substantial Completion Date for this Capital Project. Please be advised that in the event the Scheduled Substantial Completion Date for this Capital Project is extended by the Commissioner in accordance with **Article 13 "Extension Of Time For Performance"** of the Standard Construction Contract, the Accelerated Substantial Completion Date may be extended accordingly.

Any dispute, negotiation and/or any other cause resulting in a delay, whether caused by the City, the Utilities, or any other party, which results in the Contractor's failure to meet the Accelerated Substantial Completion Date as set forth below, will result in no payment of the entire incentive and the Contractor agrees that it shall not bring a claim against the City for the incentive payment. (See below for more details.)

The Contractor is a sophisticated business entity involved in the construction industry with access to legal representation and understands that by entering into this Contract with the City that the Contractor hereby waives any and all claims it may have against the City or any of its officers, employees or agencies for the Contractor failing to meet the Accelerated Substantial Completion Date and, thus not receiving any incentive payment available for this Capital Project. This includes any portion of the incentive payment, which the Contractor forfeits by failing to meet the Accelerated Substantial Completion Date. As a sophisticated business entity involved in the construction industry, the Contractor understands that it is possible that it may not receive any incentive under this Contract and that it cannot bring any claim or lawsuit in any jurisdiction against the City if it does not meet the Accelerated Substantial Completion Date for any reason and does not earn the incentive payment.

Furthermore, if the City does not pay any incentive for this Capital Project because the Contractor did not meet Accelerated Substantial Completion Date and the Contractor's failure to meet such Accelerated Substantial Completion Date may be due to a delay by the City or any City agency, any Utilities or any other cause whatsoever, shall not give rise to a claim by the Contractor against the City for a compensable delay under **Article 11** of the Standard Construction Contract, or any other claim against the City. The early completion incentive is separate and distinct from **Article 11** of the Standard Construction Contract and the Contractor agrees and understands that the incentive payment cannot be claimed under **Article 11** of the Standard Construction Contract.

Moreover, the Contractor hereby waives any and all rights (and hereby understands what it is waiving as described herein) the Contractor may have or thinks it has in law (contract law or torts law) or in this Contract to bring any kind of claim against the City, if the City, based on this Contract, does not pay the incentive amount for this Capital Project for any reason.

91698.93.2.     INCENTIVE / LIQUIDATED DAMAGES

The Contractor will be assessed a disincentive, or an incentive as follows:

Disincentive: Liquidated damages at the rate of \$15,000 per day will be assessed by the City against the Contractor if substantial completion of the work does not occur by the Scheduled Substantial Completion Date for the contract, as defined below, plus authorized time extensions pursuant to **Article 13** of the Standard Construction Contract. There shall be no limit to the amount of liquidated damages assessed.

Incentive: An incentive payment will be authorized to the Contractor only if all work of the contract including, but not limited to, all change order work for the contract, receives a determination of substantial completion, as defined below, prior to the Accelerated Substantial Completion Date set for the contract, as defined below, plus authorized time extensions under **Article 13** of the Standard Construction Contract. In this case, the City will authorize the incentive payment to the Contractor in accordance with this **Section 91698.93**, less any and all deductions authorized by this contract or by law.

The incentive payment will be calculated as follows: for early substantial completion of the contract at or before the Accelerated Substantial Completion Date, as defined below, the incentive payment will be equal to \$15,000 per day for a maximum of sixty (60) days at or before the Accelerated Substantial Completion Date (\$900,000.00 maximum incentive).

For the purposes of calculating the number of calendar days for incentive payment, such calculation shall include the day on which the substantial completion occurs.

Any incentive payments made under this item will be regarded by the parties to include the cost of all overhead, profit, labor, equipment, supplies, materials, insurance, scheduling, and management necessary to substantially accomplish the work within the actual number of days taken. The work of the other items in the Contract will be measured and paid for separately under their appropriate items of work.

The determination of incentive payment or liquidated damage assessment will be made solely by the Commissioner, and the Commissioner's decision with respect thereto will be accepted as final, binding, and conclusive.

Definitions:

- Scheduled Substantial Completion Date: The number of consecutive calendar days (CCDs) for determining the Scheduled Substantial Completion Date will be "N", the number of CCDs declared by the Bidder on the Bid Form in the Bid Booklet. Both the scheduled commencement date and the Scheduled Substantial Completion Date, excluding landscaping and punch list work, will be set forth in the written Notice to Proceed issued by the Commissioner in accordance with Article 8 of the Standard Construction Contract.
- Accelerated Substantial Completion Date: The Accelerated Substantial Completion Date is set at fifteen (15) calendar days before the Scheduled Substantial Completion Date.
- Substantial Completion: Construction within the contract shall be substantially complete when, in the sole determination of the Commissioner, all work, exclusive of landscaping and punch list work, has been completed, tested, made operational, and accepted by the Engineer.

91698.93.3. BASIS OF PAYMENT.

Payment for any incentives earned by the Contractor under this Capital Projects shall be made in accordance with the applicable **Subsection 91698.93.2** above.

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 lump sum 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 any incentives earned by the Contractor.

The "fixed sum" is for bidding purposes only and shall not be varied in the bid. The Contractor will be paid for the actual amount of any incentives earned, less any and all deductions authorized by this contract or by law, regardless of the fixed sum.

*Payment will be made under:*

Item No.	Item Description	Pay Unit
91698.93	INCENTIVE PAYMENTS AND DISINCENTIVE ASSESSMENTS FOR B PORTION WORK	F.S.

GOSR - PAGES:

**GOVERNOR'S OFFICE OF STORM  
RECOVERY PROJECTS**

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# GOVERNOR'S OFFICE OF STORM RECOVERY ("GOSR") 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 exhibits listed below, and included in this Attachment, are made a part of this contract documents, and the Contractor will be responsible for compliance with all the provisions contained therein:

- EXHIBIT E SUPPLEMENTARY CONDITIONS FOR CONTRACTS
- DAVIS-BACON WAGE RATES

2. Amendments to the NYC Department of Transportation Standard Highway Specifications,

Volume I, General Conditions:

- Refer to Pages 38 and 39 of subsection 1.06.46., Project Sign;  
Add the following new paragraph at the end of 1.06.46 (A) :

“(B) ADDITIONAL GOSR PROJECT SIGN:

In addition to the Project Sign specified in Subsection 1.06.46.(A), herein, the Contractor shall also be required to furnish and install a GOSR Project Sign as directed by the Engineer.

The GOSR Project Sign shall be posted and maintained upon the site at a point and in a prominent position where directed by the Commissioner. The Contractor shall protect and repair the sign from damage during the continuance of work under the Contract. In addition, the requirements for Sign Quality, Schedule, and Removal as specified under Subsection 1.06.46.(A)2, 3, and 4 shall also apply to the GOSR Project Sign and the sign panel material shall be the same as that used for the Project Sign required under Subsection 1.06.46.(A), but with the dimensions and other relevant information of the sign to be provided by the Engineer.”

**EXHIBIT E**

**SUPPLEMENTARY CONDITIONS FOR CONTRACTS**

## DEFINITIONS

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“GOSR”: Governor’s Office of Storm Recovery and its successors and assigns, as well as the Housing Trust Fund Corporation and its successors and assigns, and its parent entities and their successors and assigns.

“Subrecipient”: \_\_\_\_\_

“Contractor”: \_\_\_\_\_

When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor’s direct or indirect subcontractors), references herein to “Subrecipient” shall be deemed to refer to the party seeking products and/or services, and references to “Contractor” shall be deemed to refer to the party providing products and/or services, and references to the “Agreement” or “Contract” or “contract” shall be deemed to refer to the agreement between such subcontracting parties.

## ORDER OF PRECEDENCE

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In the event of a conflict between the terms of these Supplementary Conditions and the terms of the remainder of the contract (including any other attachments thereto and amendments thereof), the terms of these Supplementary Conditions shall control.

In the event of a conflict among the requirements found in these Supplementary Conditions, which conflict would make it impossible to comply with all of the requirements set forth herein, the provisions shall be applied with the following priority:

- (1) Part I: Required Federal Provisions; then
- (2) Part II: Required State Provisions;

and the remaining requirements shall be interpreted in a manner so as to allow for the terms contained therein to remain valid and consistent with such superseding provisions. If any provision of these Supplementary Conditions relates to a matter embraced by another provision(s) of these Supplementary Conditions, but is not in conflict therewith, all such provisions shall apply. Any question as to which requirements control in a particular instance which cannot be resolved by Contractor and Subrecipient shall be submitted in writing (indicating the issue and the applicable provisions) by Subrecipient to GOSR, which shall decide the applicable question.

## PART I: REQUIRED FEDERAL PROVISIONS

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The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development ("HUD").

### GENERAL CONDITIONS

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
2. **STATUTORY AND REGULATORY COMPLIANCE.** Contractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.
3. **BREACH OF CONTRACT TERMS.** The Subrecipient and GOSR reserve their rights to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
4. **REPORTING REQUIREMENTS.** The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Subrecipient and GOSR. The Contractor shall cooperate with all Subrecipient and GOSR efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 CFR Part 200 and 24 C.F.R. § 570.507.
5. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government, GOSR, and the Subrecipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.



6. **DEBARMENT, SUSPENSION, AND INELIGIBILITY.** The Contractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 2424. The Contractor shall notify the Subrecipient and GOSR should it or any of its subcontractors become debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 2424.

7. **CONFLICTS OF INTEREST.** The Contractor shall notify the Subrecipient as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as described in 2 CFR Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the Subrecipient is able to assess such actual or potential conflict. The Contractor shall provide the Subrecipient any additional information necessary for the Subrecipient to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the Subrecipient, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by GOSR, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

8. **SUBCONTRACTING.** The Contractor represents to the Subrecipient that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Contractor will include these Required Federal Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

9. **ASSIGNABILITY.** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Subrecipient.

10. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the Subrecipient, GOSR, and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor in the performance of the services called for in this contract.

11. **TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000).** Unless otherwise provided in the Agreement, if, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Subrecipient shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Subrecipient, become the Subrecipient's property

and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Subrecipient for damages sustained by the Subrecipient by virtue of any breach of the contract by the Contractor, and the Subrecipient may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Subrecipient from the Contractor is determined.

**12. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000).**

Unless otherwise provided in the Agreement, the Subrecipient may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Subrecipient as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

**13. LOBBYING (Applicable to contracts exceeding \$100,000).** The Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an 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, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this certification 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 subrecipients shall certify and disclose accordingly.

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.

**14. BONDING REQUIREMENTS (Applicable to construction and facility improvement contracts exceeding \$100,000).**

The Contractor shall comply with New York State bonding requirements, unless they have not been approved by HUD, in which case the Contractor shall comply with the following minimum bonding requirements:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.
- C. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**15. ACCESS TO RECORDS.** The Subrecipient, GOSR, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

**16. MAINTENANCE/RETENTION OF RECORDS.** All records connected with this contract will be maintained in a central location and will be maintained for a period of at least four (4) years following the date of final payment and close-out of all pending matters related to this contract, provided that Section 1 of the Required State Provisions herein is also satisfied.

### **CIVIL RIGHTS AND DIVERSITY PROVISIONS**

**17. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.** The Contractor will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 2 CFR Part 200. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the contract. As used in these Required Federal Provisions, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- 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 business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, 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.

**18. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063.** The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the Program assisted hereunder, will not itself so discriminate.

**19. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

**20. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990.** The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations

The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance from HUD.

**21. AGE DISCRIMINATION ACT OF 1975.** The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

**22. NONDISCRIMINATION.**

The Contractor shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable. The Contractor shall comply with all other federal statutory and constitutional non-discrimination provisions. During the performance of this contract, the Contractor agrees as follows:

- A. 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.
- B. 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.
- C. 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.

- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) 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.

With respect to construction contracts and subcontracts exceeding \$10,000, The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 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, 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).

**23. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000).** The Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the nondiscrimination clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the nondiscrimination clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

**24. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000).** The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

- A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
1. Recruitment, advertising, and job application procedures;
  2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  3. Rates of pay or any other form of compensation and changes in compensation;
  4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  5. Leaves of absence, sick leave, or any other leave;
  6. Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

8. Activities sponsored by the Contractor including social or recreational programs; and
  9. Any other term, condition, or privilege of employment.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
  - C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
  - D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
  - E. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
  - F. The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, 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 Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**25. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (Applicable to contracts exceeding \$100,000 in value for housing construction, rehabilitation, or other public construction).**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

H. Irrespective of any applicable federal reporting requirements as noted in the statutory language above or otherwise, Contractor shall submit quarterly reports along with any supporting documentation, in a form acceptable to Subrecipient, of its Section 3 compliance efforts to Subrecipient. Contractor may be required to consolidate all reports received from subcontractors and lower-tiered subcontractors into a single report or several reports as reasonably requested by Subrecipient. Notwithstanding the provision of such reports and supporting documentation, Contractor shall maintain copies of all reports and supporting documents as set forth in these Supplementary Conditions.

**26. FAIR HOUSING ACT.** Contractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. Contractor shall comply with the provisions of the Equal Opportunity in Housing Act, which prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with federal funds.

### **LABOR PROVISIONS**

**27. COPELAND "ANTI-KICKBACK" ACT (Applicable to all construction or repair contracts).** Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

**28. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers).** The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations

issued pursuant to that act and with other applicable federal laws and regulations pertaining to labor standards.

**29. DAVIS-BACON ACT AND OTHER LABOR COMPLIANCE (Applicable to construction contracts exceeding \$2,000 when required by federal program legislation).**

The Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5), and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as they apply to the performance of this agreement. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at [http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_12586.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12586.pdf).

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the Federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Subrecipient and GOSR for review upon request.

If Contractor is engaged under a contract in excess of \$2,000 for construction, renovation, or repair work financed in whole or in part with assistance provided by GOSR, Contractor agrees, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, to comply and to cause all subcontractors engaged under such contracts to comply with federal requirements adopted by GOSR pertaining to such contracts and with the applicable requirements of the Department of Labor under 29 C.F.R. Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is to relieve Contractor of its obligation, if any, to require payment of the higher wage. Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

**ENVIRONMENTAL PROVISIONS**

**30. ENERGY EFFICIENCY.** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

**31. SOLID WASTE DISPOSAL.** Pursuant to 2 CFR § 200.322, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable,



consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**32. CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS.**

The Contractor and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of this Agreement as any of the following may hereinafter be amended, superseded, replaced, or modified:

- A. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 C.F.R., 1977 Comp., p. 117, as interpreted at 24 C.F.R. Part 55), and Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961, 3 C.F.R., 1977 Comp., p. 121);
- B. Coastal Zone Management Act of 1972, as amended (16 U.S.C. § 1451 *et seq.*);
- C. Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. § 349, as amended), and EPA regulations for Sole Source Aquifers (40 C.F.R. Part 149);
- D. Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*);
- E. Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);
- F. Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*);
- G. EPA regulations for Determining Conformity of Federal Actions to State or Federal Implementation Plans (40 C.F.R. Parts 6, 51, and 93);
- H. Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201 *et seq.*), and USDA regulations at 7 C.F.R. Part 658;
- I. HUD criteria and standards at 24 C.F.R. Part 51;
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 C.F.R., 1994 Comp. p. 859);
- K. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001-4128);
- L. National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a);
- M. Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. § 3501);

- N. Runway Clear Zone regulations (24 C.F.R. Part 51);
- O. Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, *et seq.*), commonly known as the Clean Water Act, and all regulations and guidelines issued thereunder;
- P. Environmental Protection Agency ("EPA") regulations at 40 C.F.R Part 50, as amended;
- Q. HUD regulations at 24 C.F.R. Part 51, Subpart B, and New York State and local laws, regulations, and ordinances related to noise abatement and control, as applicable;
- R. HUD regulations at 24 C.F.R. Part 51 Subpart C regarding siting of projects near hazardous operations handling conventional fuels or chemicals of an explosive or flammable nature;
- S. HUD and EPA regulations related to asbestos-containing material and lead-based paint, including but not limited to Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York Department of Labor (12 NYCRR 56), the National Emission Standard for Asbestos (40 C.F.R. § 61.145), the National Emission Standard for Asbestos (40 C.F.R. § 61.150), and 24 C.F.R. Part 35 Subparts B, H, and J; and
- T. All other applicable environmental laws that may exist now or in the future.

Further, Contractor shall abide by any conditions or requirements set forth in any environmental review performed pursuant to 24 C.F.R. Part 58, which are HUD's regulations for Responsible Entities implementing the National Environmental Policy Act.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Subrecipient, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the EPA pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

## PART II: REQUIRED STATE PROVISIONS

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The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "Contract") agree to be bound by the following clauses which are hereby made a part of the Contract.

- 1. ACCOUNTING RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of work done for the Subrecipient under this Contract (hereinafter, collectively, "the Records") consistent with generally accepted bookkeeping practices. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter, provided that Section 16 of the Required Federal Provisions herein is also satisfied. The Subrecipient, GOSR, and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Subrecipient and GOSR shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Subrecipient and GOSR, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Subrecipient's or GOSR's right to discovery in any pending or future litigation.
- 2. NON-ASSIGNABILITY.** This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent in writing of the Subrecipient and GOSR, and any attempts to assign the Contract without such written consent are null and void. However, this Contract shall be binding upon and inure to the benefit of the Subrecipient and GOSR, and their successors and assigns.
- 3. INDEMNITY.** The Contractor shall indemnify and hold New York State and the Housing Trust Fund Corporation and their employees, officers, Members and Directors (collectively, the "Indemnities") harmless from and against all claims, demands, liability, loss, cost, damage or expense, including attorney's fees, which may be incurred by the Indemnities because of negligence or malfeasance on the part of the Contractor arising out of this Contract.
- 4. NON-DISCRIMINATION.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status, domestic violence victim status, pregnancy, religious practice, presence of a service animal, or criminal conviction. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section

239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

If directed to do so by the State Commissioner of Human Rights ("Commissioner"), the Contractor will send to each labor union to which the Contractor is bound a notice provided by the Commissioner advising of this provision. The Contractor will keep posted in conspicuous places notices of the Commissioner regarding laws against discrimination. The Contractor will state in all advertisements for employees that all qualified applicants will be afforded equal opportunities without discrimination because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

If the Contractor has fifteen or more employees, it is an unlawful employment practice for the Contractor to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to the individual's compensation, terms, conditions, or privileges of employment, or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect an individual's status as an employee, because of such individual's race, color, religion, sex, or national origin, or because an individual opposed any practice made unlawful by Title VII of the Civil Rights Act of 1964, as amended, or because he or she made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under that Title, and that it shall be an unlawful employment practice to print or publish or cause to be printed or published any notice or advertisement relating to employment indicating any preference, limitation, specification, or discrimination on the basis of race, color, religion, sex, or national origin.

If the Contractor has fifteen or more employees, the Contractor: (1) will make and keep such records relevant to the determinations of whether unlawful employment practices have been or are being committed; (2) will preserve such records for such periods as the Equal Employment Opportunity Commission ("EEOC") shall prescribe by regulation; (3) will make such reports therefrom as the EEOC shall prescribe by regulation or order; (4) must post and keep posted in conspicuous places upon its premises where notices to employees and applicants for employment are customarily posted a notice prepared or approved by the EEOC setting forth excerpts from, or summaries of, pertinent provisions of Title VII of the Civil Rights Act of 1964, as amended, and information pertinent to the filing of a complaint.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will comply with all non-discriminatory employment practices, will furnish all information deemed necessary by the Commissioner, and will permit the Commissioner access to its records to ascertain compliance. The Contractor will bind all subcontractors hired to perform services in connection with this Contract to the requirements of this section, take such

action for enforcement as the Commissioner may direct, and notify the Commissioner if such action results in litigation. This Contract may be terminated by Subrecipient upon the Commissioner's finding of non-compliance with this section, and the Contractor may be declared ineligible for future contracts with an agency of the state or a public authority until the Contractor satisfies the Commissioner of compliance.

**5. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby the Agency or Agencies, is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Agency or Agencies, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

- A. The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Subrecipient's contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- B. At the request of the Subrecipient or GOSR, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- C. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of this Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of A through C above in every subcontract. Section 312 does not apply to: (i) work, goods or services unrelated to this Contract; or (ii) employment outside New York State. Subrecipient and GOSR shall consider compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Subrecipient and GOSR shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, Subrecipient and GOSR shall waive the applicability of Section 312 to the extent of such duplication or conflict.

Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**6. OPPORTUNITIES FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES.** Contractor shall make a good faith effort to solicit active participation by enterprises identified in the New York State Minority and Women-Owned Business Enterprises Directory of Certified Firms in order to promote Subrecipient's obligation to make good-faith efforts to promote and assist the participation of certified M/WBEs through the use of contractors and their subcontractors in an amount equal to fifteen percent (15%) minority-owned business enterprises ("MBE") and fifteen percent (15%) women-owned business enterprises ("WBE").

Contractor agrees to be bound by the provisions of Section 316 of Article 15-A of the Executive Law, which pertain to enforcement of Article 15-A.

**7. PROPRIETARY INFORMATION.** All memoranda, analyses, spreadsheets and other pertinent documents or writings, including reports and financial statements developed or prepared by, or for, the Contractor in connection with the performance of this Contract are "Proprietary Information" and shall be, and remain, the property of the Subrecipient. All original documents constituting Proprietary Information shall be delivered to the Subrecipient by the Contractor, or any subcontractor, or any other person possessing them, upon the termination of this Contract or upon the earlier request of the Subrecipient, except that the Contractor may retain copies for its files. Proprietary Information may not be utilized, disclosed or otherwise made available to other persons by the Contractor without the prior written approval of the Subrecipient. The provisions of this section shall be in addition to, and not in derogation of, any duty imposed upon the Contractor by any law, regulation or rule governing professional conduct respecting confidentiality.

**8. COPYRIGHT.** If this Agreement results in any copyrightable material or inventions, the Subrecipient, GOSR, and/or HUD reserve the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes. This clause shall survive indefinitely the termination of this Agreement for any reason.

**9. ENVIRONMENTAL LAWS.** Contractor shall comply with any and all applicable New York State and local environmental laws, including all permits and approvals issued thereunder. Additionally, Contractor shall comply with any and all conditions or requirements set forth in an environmental review performed pursuant to the State Environmental Quality Review Act.

**10. SECTION HEADINGS.** The caption of sections in this Contract are inserted solely for convenience of reference and are not intended to define, limit, or describe the scope of this Contract or any provision hereof or to otherwise affect this Contract in any way. The section headings shall not be considered in any way in construing this Contract.

11. **COUNTERPARTS.** This Contract may be executed in any number of counterparts. Each such counterpart shall be deemed to be a duplicate original. All such counterparts shall constitute but one and the same instrument.

12. **GOVERNING LAW.** This Contract has been executed and delivered in, and shall be construed and enforced in accordance with the laws of, the State of New York. In the event of conflict between New York State law and federal laws and regulations, the latter shall prevail.

13. **WORKERS' COMPENSATION.** This Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

14. **NO ARBITRATION.** Disputes involving this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

15. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), the Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service of process hereunder shall be complete upon the Contractor's actual receipt of process or upon the Subrecipient's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify the Subrecipient, in writing, of each and every change of address to which service of process can be made. Service of process by the Subrecipient to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

16. **NON-COLLUSIVE BIDDING CERTIFICATION.** If this Contract was awarded based upon the submission of a bid or proposal, the Contractor affirms, under penalty of perjury, that the prices in its bid or proposal were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, or as to any matter relating to such prices with any other Contractor or with any competitor.

17. **LOBBYING REFORM LAW DISCLOSURE.** If the procurement of the goods or services provided herein were applicable to Lobbying Reform Law Disclosure as pursuant to State Finance Law §§139-j and 139-k, the Subrecipient reserves the right to terminate this Contract in the event it is found that the certification filed by the Offerer/Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Subrecipient may exercise their termination right by providing written notification to the Contractor.

18. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York



State Finance Law), and shall permit independent monitoring of compliance with such principles.

**19. GENERAL RESPONSIBILITY LANGUAGE.** The Contractor shall at all times during Contract term remain responsible. The Contractor agrees, if requested by Subrecipient or GOSR, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

For purposes of this Agreement, Contractor responsibility generally means that the Contractor has the integrity to justify the award of public dollars and the capacity to perform the requirements of this Contract fully. In connection herewith, to the extent that the Subrecipient may make certain determinations with respect to Contractor responsibility, wherein the Subrecipient determines whether it has reasonable assurances that a Contractor is responsible, is an important part of the procurement process, promoting fairness in contracting, mitigating contract issues, and protecting the Contractor and the Subrecipient against failed contracts. In making such a responsibility determination, the Subrecipient shall evaluate the Contractor's responsibility with respect to four factors: (i) financial and organizational capacity; (ii) legal authority to do business in New York State; (iii) integrity; and (iv) previous performance.

**20. SUSPENSION OF WORK (for Non-Responsibility).** The Subrecipient reserves the right to suspend any or all activities under this Contract, at any time, when the Subrecipient discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Subrecipient issues a written notice authorizing a resumption of performance under the Contract.

**21. TERMINATION (for Non-Responsibility).** Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Subrecipient staff, the Contract may be terminated by the Subrecipient at the Contractor's expense where the Contractor is determined by the Subrecipient to be non-responsible. In such event, the Subrecipient may complete the contractual requirements in any manner they deem advisable and pursue available legal or equitable remedies for breach.

**22. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Subrecipient.

During the term of the Contract, should the Subrecipient receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Subrecipient will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Subrecipient shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The Subrecipient reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

### PART III: INSURANCE

A. Unless otherwise directed by GOSR, Contractor shall procure and maintain without interruption, at its sole cost and expense, during the term of this Agreement (or any extensions thereof) and for a period of two years thereafter, insurance of the type, and with limits and deductibles, as follows:

- a. Commercial General Liability Insurance and Excess Liability Insurance. Providing both bodily injury (including death) and property damage insurance with limits in the aggregate and per occurrence in accordance with the following table:

Contract Type	Contract Value	Each Occurrence	General Aggregate
Services	Any	\$1,000,000	\$2,000,000
Construction	< \$10 million	\$2,000,000	\$2,000,000
	\$10M - \$50M	\$5,000,000	\$5,000,000
	> \$50 million	\$10,000,000	\$10,000,000

Such insurance is to be written on an occurrence basis with defense outside of limits. New York State, the New York State Housing Trust Fund Corporation, and the Subrecipient shall each be named as an additional insured. For construction contracts, the minimum required level of insurance may be provided through a combination of commercial general liability and umbrella and/or excess liability policies.

- b. Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.
- c. Professional Liability. If the Contractor is engaged in providing professional services under this Agreement, professional errors and omissions coverage with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. If the Contractor is not engaged in providing professional services under this Agreement, this professional errors and omissions coverage is not required.
- d. Worker's Compensation. Covering workers' compensation and employers' liability and disability benefits as required by the State of New York.
- B. In addition to the foregoing, Contractor and any subcontractors shall procure and maintain any and all insurance which is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order or other legal requirement.
- C. All insurance shall be primary and non-contributory and shall waive subrogation against GOSR and the Subrecipient and all of either of their former, current, or future officers,

directors, and employees. No deductible of more than \$50,000 shall be permitted without advance written approval by GOSR, which GOSR may withhold, condition or deny in its sole and exclusive discretion.

- D. The Contractor shall provide Certificates of Insurance to GOSR and the Subrecipient prior to the commencement of work and shall provide full and complete copies of the actual policies and all endorsements upon request. Subcontractors under this Agreement shall be required to maintain insurance meeting all of the requirements set forth in Section A above for items a-d; provided that, for purposes of item a, the "Contract Value" is the value of the subcontract. Contractor shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Contractor given its normal course of business for subcontracts for similar work or services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar work or services to those anticipated hereunder.
- E. If the above insurance requirements are potentially excessive because they exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to, waive, decrease, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to waive, decrease, alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no waiver, decrease, alteration or amendment shall be made except as approved in advance and in writing by GOSR.
- F. If the above insurance requirements are potentially inadequate because they do not meet or exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to increase, supplement, expand, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to increase, supplement, expand, or otherwise alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no increase, supplement, expansion or other alteration or amendment shall be made except in an amendment to this Agreement, as approved in advance and in writing by GOSR.

## PART IV: REPORTING

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**Elation Systems, Inc.** is a provider of cloud-based diversity and labor compliance reporting and management services. The Governor's Office of Storm Recovery (GOSR) has adopted this web-based compliance management system to help all of its Contractors, Subrecipients, and Subrecipient's Contractors receiving federal funds to adhere to Labor Compliance (Davis-Bacon), Minority and Women Owned Business (MWBE) and Section 3 reporting requirements.

Contractors, Subrecipients, and Subrecipient's Contractors must comply with instructions from GOSR on how and when to meet all reporting requirements, and how to utilize Elation to satisfy those requirements.

To this end, all Contractors, Subrecipients, and Subrecipient's Contractors must register with Elation Systems and attend an online training on the use of this tool. GOSR offers a series of virtual training events. GOSR requires all parties receiving federal funds through GOSR programs to use the Elation Systems application to make reporting requirements easier, faster and simpler to complete.

Prior to participating in training, it is necessary to create an Elation account. An account may be created at <https://www.elationsys.com/app/Registration/>.

Questions related to reporting requirements should be directed to GOSR's Monitoring and Compliance team at [stormrecovery.dl.gosr-monitoring&compliance@stormrecovery.ny.gov](mailto:stormrecovery.dl.gosr-monitoring&compliance@stormrecovery.ny.gov).

General Decision Number: NY190003 05/03/2019 NY3

Superseded General Decision Number: NY20180003

State: New York

Construction Types: Building, Heavy, Highway and Residential

Counties: Bronx, Kings, New York, Queens and Richmond  
Counties in New York.

BUILDING & RESIDENTIAL CONSTRUCTION PROJECTS (includes single family homes and apartments up to and including 4 stories),  
HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/04/2019
1	01/25/2019
2	04/05/2019
3	05/03/2019

\* ASBE0012-001 12/31/2018

Rates

Fringes

Asbestos Workers/Insulator  
Includes application of  
all insulating materials,  
protective coverings,  
coatings and finishes to  
all types of mechanical

systems.....	\$ 67.86	34.06
HAZARDOUS MATERIAL HANDLER.....	\$ 39.00	12.75

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 BOIL0005-001 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 55.23	33%+24.12+a

## FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

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 BRNY0001-001 07/01/2018

	Rates	Fringes
BRICKLAYER.....	\$ 61.37	27.87
MASON - STONE.....	\$ 62.67	30.59

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 BRNY0001-002 07/01/2018

	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 53.67	27.44

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 BRNY0004-001 01/01/2019

	Rates	Fringes
MARBLE MASON.....	\$ 59.03	36.67

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 BRNY0007-001 01/01/2019

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 54.24	35.85
TERRAZZO WORKER/SETTER.....	\$ 55.84	35.87

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 BRNY0020-001 01/01/2019

	Rates	Fringes
MARBLE FINISHER.....	\$ 47.07	34.43

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 BRNY0024-001 01/01/2018

	Rates	Fringes
BRICKLAYER MARBLE POLISHERS.....	\$ 40.89	26.69

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 BRNY0052-001 12/03/2018

	Rates	Fringes
Tile Layer.....	\$ 51.40	27.81

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 BRNY0088-001 01/01/2019

	Rates	Fringes
TILE FINISHER.....	\$ 54.24	35.85

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 CARP0001-009 07/01/2016

	Rates	Fringes
CARPENTER		
Carpenters.....	\$ 52.50	45.58
Soft Floor Layers.....	\$ 50.50	45.18

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 CARP0740-001 07/01/2018

	Rates	Fringes
MILLWRIGHT.....	\$ 52.70	52.61

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 CARP1556-006 07/01/2018

	Rates	Fringes
Dock Builder & Piledrivermen		
DOCKBUILDERS.....	\$ 53.63	50.07

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 CARP1556-007 07/01/2018

	Rates	Fringes
Diver Tender.....	\$ 48.24	50.07
Diver.....	\$ 67.94	50.07

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 CARP1556-011 07/01/2018

	Rates	Fringes
Carpenters:		
TIMBERMEN.....	\$ 49.10	49.37

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 ELEC0003-001 05/10/2017

	Rates	Fringes
ELECTRICIAN		
Electricians.....	\$ 56.00	70.718%+14.75+a
Jobbing, and maintenance		
and repair work.....	\$ 28.50	51.243%+7.50+a

PAID HOLIDAYS:

a. New Years Day, Martin Luther King, Jr.'s Birthday,  
 Washington's Birthday, Memorial Day, Independence Day,  
 Labor Day, Columbus Day, Election Day, Thanksgiving Day,  
 the day after Thanksgiving Day, and Christmas Day

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 \* ELEC1049-001 03/31/2019



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.....	\$ 34.45	23.06
Heavy Equipment Operator....	\$ 45.93	28.24
Lineman and Cable Splicer...	\$ 57.41	29.72
Tree Trimmer.....	\$ 30.09	14.12

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 ELEV0001-002 03/17/2018

	Rates	Fringes
ELEVATOR MECHANIC		
Elevator Constructor.....	\$ 64.48	42.103+a+b
Modernization and Repair....	\$ 50.49	40.399+a+b

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Good Friday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: An employee who has worked less than 5 years shall receive vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

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 ENGI0014-001 07/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 92.76	31.15
GROUP 2.....	\$ 76.51	31.15
GROUP 3.....	\$ 78.96	31.15
GROUP 4.....	\$ 77.07	31.15
GROUP 5.....	\$ 75.55	31.15
GROUP 6.....	\$ 72.53	31.15

GROUP 7.....	\$ 73.90	31.15
GROUP 8.....	\$ 71.78	31.15
GROUP 9.....	\$ 70.24	31.15
GROUP 10.....	\$ 67.16	31.15
GROUP 11.....	\$ 62.73	31.15
GROUP 12.....	\$ 64.13	31.15
GROUP 13.....	\$ 64.63	31.15
GROUP 14.....	\$ 48.73	31.15
GROUP 15.....	\$ 45.27	31.15
POWER EQUIPMENT OPERATOR (PAVEMENT-HEAVY & HIGHWAY)		
Asphalt Plants.....	\$ 59.14	31.15+a
Asphalt roller.....	\$ 69.91	31.15+a
Asphalt spreader.....	\$ 71.78	31.15+a
POWER EQUIPMENT OPERATOR (STEEL ERECTION)		
Compressors, Welding Machines.....	\$ 45.34	31.15
Cranes, Hydraulic Cranes, 2 drum derricks, Forklifts, Boom Trucks.....	\$ 76.43	31.15
Three drum derricks.....	\$ 79.54	31.15
POWER EQUIPMENT OPERATOR (UTILITY)		
Horizontal Boring Rig.....	\$ 68.25	31.15
Off shift compressors.....	\$ 56.70	31.15
Utility Compressors.....	\$ 44.98	31.15

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Tower crane

GROUP 2: Rubber Tire Backhoes over 37,000 lbs, Track Backhoes, power shovel, Hydraulic clam shells, moles and machines of a similar type

GROUP 3: Mine hoists and crane, etc. used as mine hoists

GROUP 4: Gradalls, keystones, cranes (with digging buckets), bridge cranes, trenching machines, vermeer cutter and machines of a similar nature

GROUP 5: Piledrivers, derrick boats, tunnel shovels

GROUP 6: All drills, and machines of a similar nature

GROUP 7: Back filling machines, cranes, mucking machines, dual drum pavers

GROUP 8: Mixers (concrete w/loading attachments), concrete pavers, cableways, land derricks, power house (low pressure units), concrete pumps

GROUP 9: Concrete plants, well drilling machines, stone crushers double drum hoist, power house (other than above)

GROUP 10: Concrete mixers

GROUP 11: Elevators

GROUP 12: Concrete breaking machine, Hoists (single drum), load masters, locomotive and dinkies over 10 tons

GROUP 13: Vibratory console

GROUP 14: Compressors (portable 3 or more in battery), tugger machine (caissons), well point pumps, chum drill

GROUP 15: Boilers, (high pressure, compressors (portable, single, or 2 in battery, not over 100' apart), pumps (river cofferdam and welding machines (except where arc is operated by members of local 15) push button machines, all engines irrespective of power (power pac) used to drive auxilliary equipment, air, hydraulic etc.

PREMIUMS ON CRANES (Crawler or Truck):

100' to 149' boom - add .50  
 150' to 249' boom - add .75  
 250' to 349' boom - add 1.00  
 350' to 450' boom - add 1.50

Premiums for Cranes on Steel Erection:

100' to 149' boom - add 1.75  
 150' to 249' boom - add 2.00  
 250' to 349' boom - add 2.25  
 350' to 450' boom - add 2.75  
 Tower crane - add 2.00

FOOTNOTE:

a. Paid Holidays: New Year's Day; Lincoln's Birthday; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Veterans Day; Columbus Day; Election Day; Thanksgiving Day; and Christmas Day; provided the employee works one day the payroll week in which the holiday occurs.

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 ENGI0014-002 07/01/2016

	Rates	Fringes
Power Equipment Operator		
BUILDING & RESIDENTIAL		
GROUP 1.....	\$ 71.85	31.15+a
GROUP 2.....	\$ 76.12	31.15+a
GROUP 3.....	\$ 69.39	31.15+a
GROUP 4.....	\$ 63.12	31.15+a
GROUP 5.....	\$ 47.26	31.15+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Double drum

GROUP 2: Stone derrick, cranes, hydraulic cranes, boom trucks

GROUP 3: 4 pole Hoist, Single Drum Hoists

GROUP 4: Fork lift, house cars, plaster (platform machine), plaster bucket, concrete pump and all other equipment used for hoisting material

GROUP 5: Compressors, welding machines (cutting concrete work), paint spraying, sand blasting, pumps (with the exclusion of concrete pumps), house car (settlement basis only), all engines irrespective of power (power pac) used to drive auxiliary equipment, air, hydraulic, etc., boilers

Premiums for Cranes:

100'-149' boom - add 1.75  
 150'-249' boom - add 2.00  
 250'-349' boom - add 2.25  
 350'-450' boom - add 2.75  
 Tower cranes add 2.00

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the payroll week in which the holiday occurs

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 ENGI0015-001 07/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
HEAVY AND HIGHWAY		
GROUP 1.....	\$ 65.94	32.95
GROUP 2.....	\$ 63.98	32.95
GROUP 3.....	\$ 60.69	32.95
GROUP 4.....	\$ 57.42	32.95
GROUP 5.....	\$ 39.70	32.95

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cherrypickers 20 tons and over and loaders (rubber-tired and/or tractor type with a manufacturer's rated capacity of six cubic yards and over

GROUP 2: Rubber Tire Backhoes up to and including 37,000 lbs, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) and machines of a similar nature, Boat Captains, Boat Operators, operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of a similar nature, Vac-alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers, and Turn-a Pulls, Tugger Hoist (used exclusively for handling excavated material), Tractors with attachments, Hyster and Roustabout Cranes, Cherrypickers, Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers, Loaders- Rubber-tired and Tractor, Barber Greene, Eimco Loaders and Eimco Backhoes, Mighty Midget and similar breakers and tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature, Locomotives ten (10) tons or under, Mini-Max, Break-Tech and machines of a similar nature, Milling Machines, robotic and demolition machines and machines of a

similar nature including Bobcat, Pile Rig Rubber-tired Excavator (37,000 lbs. and under), 2 man auger  
 GROUP 3: Minor Equipment such as Tractors, Post Hole Diggers and Drivers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers (five (5) tons and under), Tugger Hoists, Dual Purpose Trucks, Fork Lifts and Dempsey Dumpsters

GROUP 4: Oilers for the following equipment: (all gasoline, electric, diesel, or air operated) gradalls and concrete pumps or similarly equipment manned by two-men

GROUP 5: Oilers for the following equipment: (all gasoline, electric, diesel, or air operated) shovels, cranes (draglines), backhoes, pavers, trenching machines, gunite machines, compressors (3 or more in battery)

Premiums for Cranes:

100'-149' boom - add 1.75  
 150'-249' boom - add 2.00  
 250'-349' boom - add 2.25  
 350'-450' boom - add 2.75  
 Tower cranes add 2.00

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the payroll week in which the holiday occurs

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 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

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 IRON0040-002 07/01/2018

BRONX, NEW YORK, RICHMOND

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 50.70	75.42
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IRON0046-003 07/01/2018		

	Rates	Fringes
IRONWORKER METALLIC LATHERS AND REINFORCING IRONWORKERS.....	\$ 56.28	22.62
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IRON0197-001 07/01/2018		

	Rates	Fringes
IRONWORKER STONE DERRICKMAN.....	\$ 49.34	39.46
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IRON0361-002 07/01/2018		

KINGS, QUEENS

	Rates	Fringes
Ironworkers: (STRUCTURAL).....	\$ 50.70	75.42
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IRON0580-001 07/01/2018		

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 44.65	53.62
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LABO0006-001 07/01/2016		

	Rates	Fringes
LABORER (Cement and Concrete Workers).....	\$ 42.48	17.35
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LABO0029-001 07/01/2017		

	Rates	Fringes
Laborers:		
Heavy		
Blasters (hydraulic trac drill).....	\$ 47.15	35.49
Blasters.....	\$ 46.27	35.49
Hydraulic Trac Drill.....	\$ 41.29	35.49
Jackhammers, Chippers, Spaders, Concrete Breakers, All Other Pneumatic Tools, Walk Behind Self-Propelled Hydraulic Asphalt and Concrete Breaker.....	\$ 39.34	35.49
Powder Carriers.....	\$ 35.17	35.49

LABO0078-001 12/01/2016

	Rates	Fringes
LABORERS		
BUILDING CONSTRUCTION		
ASBESTOS (Removal, Abatement, Encapsulation or Decontamination of asbestos); LEAD; & HAZARDOUS WASTE LABORERS (Hazardous Waste, Hazardous Materials, Biochemical and Mold Remediation, HVAC, Duct Cleaning, Re-spray Fireproofing, etc).....	\$ 36.00	16.20

LABO0079-001 07/01/2018

	Rates	Fringes
LABORER (Building Construction)		
Demolition Laborers (Interior)		
Tier A.....	\$ 37.44	23.60
Tier B.....	\$ 26.63	17.57
Mason Tender/General Laborer.....	\$ 40.65	28.85

#### 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.

LABO0147-001 07/01/2016

	Rates	Fringes
LABORERS (FREE AIR & TUNNEL).....	\$ 72.67	47.72

Maintenance Men, Inside Muck Lock Tenders, Pump Men, Electricians, Cement Finishers, Caulkers, Hydraulic Men, Shield Men, Monorail Operators, Motor Men, Conveyor Men, Powder Carriers, Pan Men, Riggers, Chuck Tenders, Track Men Painters, Nippers, Brakemen, Cable Men, Hose Men, Grout Men, Gravel Men, Form Workers, Concrete Workers, Tunnel Laborers, Mole Nipper (one (1) Mole Sipper per Working Shaft per Shift for up to and including Two (2) Moles

LABO0731-001 07/01/2016

	Rates	Fringes
LABORER		
Building, Heavy and Residential Construction		
LABORER: (Asbestos, Lead, Hazardous Waste Removal (including soil)/CEMENT/CONCRETE.....	\$ 41.00	38.53
UTILITY LABORER.....	\$ 40.85	38.53

Paid Holidays: Labor Day and Thanksgiving Day

LABO1010-001 07/01/2018

	Rates	Fringes
Laborers:		
HIGHWAY CONSTRUCTION		
Fence Installer & Repairer..	\$ 42.48	42.21
FORMSETTERS.....	\$ 46.35	42.21
LABORERS.....	\$ 42.48	42.21
Landscape Planting & Maintenance.....	\$ 42.48	42.21
Maintenance Safety Surface..	\$ 42.48	42.21
Slurry/Sealcoater/Play Equipment Installer.....	\$ 42.48	42.21
Small Equipment Operator (Not Operating Engineer)...	\$ 42.48	42.21
Small Power Tools Operator..	\$ 42.48	42.21

FOOTNOTES:

a. PAID HOLIDAYS: Memorial Day, Fourth of July, Labor Day, Columbus Day, Election Day and Thanksgiving Day, provided the employee has worked one (1) day in the calendar week in which the said holiday occurs.

LABO1010-002 07/01/2018

	Rates	Fringes
Laborers-Asphalt Construction:		
Micro Paver.....	\$ 46.95	42.21
Raker.....	\$ 46.35	42.21
Screedperson.....	\$ 46.95	42.21
Shoveler (Production Paving Only).....	\$ 42.48	42.21
Small Equipment Operator (Asphalt).....	\$ 42.48	42.21

PAIN0009-001 05/01/2018

Rates	Fringes
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GLAZIER.....	\$ 29.05	18.88
PAINTER		
Painters, Drywall		
Finishers, Lead Abatement		
Worker.....	\$ 45.70	27.67
Spray, Scaffold and		
Sandblasting.....	\$ 48.70	27.67

-----  
PAIN0806-001 10/01/2018

	Rates	Fringes
Painters:		
Structural Steel and Bridge.	\$ 49.50	41.88

-----  
PAIN1974-001 06/28/2018

	Rates	Fringes
Painters:		
Drywall Tapers/Pointers.....	\$ 47.82	25.21

-----  
PLAS0262-001 08/01/2018

	Rates	Fringes
PLASTERER.....	\$ 45.58	26.52

-----  
PLAS0262-002 08/01/2018

KINGS AND QUEENS COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 45.58	26.52

-----  
PLAS0780-001 07/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 51.97	33.56

-----  
PLUM0001-001 10/01/2018

	Rates	Fringes
PLUMBER		
MECHANICAL EQUIPMENT AND		
SERVICE		
Any repair and/or		
replacement of the		
present plumbing system		
that does not change the		
existing roughing.....	\$ 42.30	17.11
PLUMBERS:.....	\$ 68.40	33.80

-----  
PLUM0638-001 12/28/2016

Rates	Fringes
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PLUMBER

SERVICE FITTERS.....	\$ 26.30	2.55
SPRINKLER FITTERS,		
STEAMFITTERS.....	\$ 61.81	48.30

Service Fitter work shall consist of all repair, service and maintenance work on domestic, commercial and industrial refrigeration, air conditioning and air cooling, stoker and oil burner apparatus and heating apparatus etc., including but not exclusively the charging, evacuation, leak testing and assembling for all machines for domestic, commercial and industrial refrigeration, air conditioning and heating apparatus. Also, work shall include adjusting, including capacity adjustments, checking and repairing or replacement of all controls and start up of all machines and repairing all defects that may develop on any system for domestic, commercial and industrial refrigeration and all air conditioning, air cooling, stoker and oil burner apparatus and heating apparatus regardless of size or type.

-----  
 ROOF0008-003 07/01/2018

	Rates	Fringes
ROOFER.....	\$ 42.50	33.37

-----  
 SHEE0028-002 07/31/2014

	Rates	Fringes
SHEET METAL WORKER		
BUILDING CONSTRUCTION.....	\$ 50.91	36.70
RESIDENTIAL CONSTRUCTION....	\$ 27.22	16.48

-----  
 TEAM0282-001 07/01/2018

	Rates	Fringes
TRUCK DRIVER		
Asphalt.....	\$ 43.43	48.7025+a
Euclids & Turnapulls.....	\$ 43.53	48.7025+a
High Rise.....	\$ 51.36	48.7025+a

FOOTNOTES:

PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day (Armistice Day), Thanksgiving Day, Day after Thanksgiving and Christmas Day. Employees working two (2) days in the calendar week in which a holiday falls are to be paid for such holiday, provided that they shape each remaining workday during such calendar week.

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 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
 =====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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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.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**NOTICE**

The Standard Sewer And Water Main Specifications of the Department of Environmental Protection (dated July 1, 2014), Sewer Design Standards of the Department of Environmental Protection (dated September 2007, Revised January 5, 2009), Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), and Specifications For Trunk Main Work of the Department of Environmental Protection (dated July 2014) shall be included as part of the contract documents. These said specifications and standard drawings are hereby revised under the following section headings:

- A. NOTICE TO BIDDERS
- B. REVISIONS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS
- C. REVISIONS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

**A. NOTICE TO BIDDERS**

- (1) The Contractor is notified that a Notice To Proceed (NTP) date will be issued for work to commence within twenty-one (21) to thirty (30) days of Contract Registration.
- (2) The Contractor shall furnish, install, maintain and subsequently remove temporary Protective Tree Barriers. Protective Tree Barriers shall be Type B, unless otherwise directed by the Engineer, and shall be constructed and installed as shown on the Protective Tree Barrier sketch in Department Of Transportation, Standard Highway Details Of Construction, Drawing No. H-1046A, as directed by the Engineer, and in accordance with Department of Parks and Recreation requirements.
- (3) All utility locations and invert elevations are not guaranteed, nor is there any guarantee that all existing utilities, whether functional or abandoned within the project area are shown.
- (4) All existing house connections shall be maintained and supported during construction. The Contractor shall replace any existing house connection damaged as a result of the Contractor's construction operations as ordered by the Engineer at no cost to the City.
- (5) The Contractor is advised that any City owned light poles, traffic signals, street name signs, traffic signs and encumbrances including, but not limited to, underground conduit displaced as the result of the installation of the new sewers, water mains, catch basins, catch basin connections and appurtenances shall be replaced in kind and as directed by the Engineer. The cost of such work shall be deemed included in the prices bid for all items of work under this contract.
- (6) The Contractor is notified that Victaulic Style 77 Coupling is no longer acceptable for use in any steel water main work. All reference to Victaulic Style 77 Coupling within the Standard Sewer And Water Main Specifications of the Department of Environmental Protection (dated July 1, 2014), the Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), the Specifications For Trunk Main Work (dated July 2014), and the contract drawings, shall be replaced with Bolted Split-Sleeve Restrained Coupling.
- (7) The Contractor is notified that wherever the Item No. "6.52" and words "flagger", "flagperson" and "flagman" are used in the contract documents and drawings it shall mean the Item No. "6.52 CG" and the words "Crossing Guard", respectively. The Contractor is advised that until the Comptroller of the City of New York sets a prevailing wage rate for crossing guards, there are no prevailing wage rates for crossing guards.
- (8) The Contractor is notified that the fuel cost per gallon used in the formula under **Sub-Article 26.2.8** of the Standard Construction Contract for **Extra Work** will be derived from the fuel price index for the United States East Coast published weekly by the United States Energy Information Administration ("USEIA"), and available on its website at <http://www.eia.gov/petroleum/gasdiesel/> . The USEIA published cost per gallon for the applicable fuel on the East Coast for the week in which the first day of each calendar quarter during the contract term occurs (i.e., January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and September 1<sup>st</sup>) will be used in the reimbursement formula for all **Extra Work** invoiced that was performed during that calendar quarter. Should the USEIA stop publishing this fuel price index, the fuel cost per gallon will be determined by reference to a substitute index to be agreed upon by the Contractor and the City.
- (9) The Contractor is responsible for any damage to the existing street and traffic signal equipment, including underground conduits and the safety of both pedestrian and vehicular traffic for the duration of the contract.

Should any conduits, cables or foundations need repair due to the Contractor's negligent operations during construction, all work shall be performed according to NYCDOT Bureau of Traffic's Standard Drawings and Specifications at the sole expense of the Contractor.

**DATED: January 30, 2019**

**PROJECT ID.: SANDR01**

It is the Contractor's responsibility to secure an approved electrical contractor to perform all traffic signal work (if any). For list of approved electrical contractors, contact Mr. Michael R. LeFosse of New York City Department of Transportation at (212) 839-3799.

(NO FURTHER TEXT ON THIS PAGE)



The Contractor is advised that all work required in obtaining a permit, must be submitted to, and approved by the NYSDEC prior to the commencement of any work in areas of construction requiring dewatering permit. No payment for any item of work will be made, and no shop drawing shall be approved for the areas of construction until such time that a written approval is obtained from the NYSDEC.

(B) The Contractor is advised that all work shall be governed by the provisions and requirements of the obtained permit, and their said provisions and requirements shall be made a part of the contract and the Contractor shall be responsible for strict adherence thereto.

The cost of all work required for applying, complying and obtaining required dewatering permits including the cost for any required updating of permits shall be deemed included in the prices bid for all item of this contract. No additional or separate payment will be made for any work required in order to comply with these requirements.

- (4) **Refer** to Page IV-34:  
**Add** the following new **Section 40.14**:

**SECTION 40.14  
DEWATERING PERMITS**

**40.14.1 DESCRIPTION**

Under this contract, and at locations where groundwater will be present in the trenches and excavations, the Contractor is required to install, maintain and operate a temporary dewatering system of sufficient size and capacity to control ground and surface water flow into the excavation and to allow all work to be accomplished in the "dry condition".

The Contractor shall be required to obtain the following permits in order to operate a temporary dewatering system.

- (A) A Dewatering/Discharge Permit from the New York City Department of Environmental Protection (NYCDEP);
- (B) A Long Island Well Permit from the New York State Department of Environmental Conservation (NYSDEC), under the Environmental Conservation Law (ECL), Title 15 of Article 15, implemented by 6NYCRR Part 601 - Water Supply and Part 602 - Long Island Well. This permit is required only in the Boroughs of Brooklyn and Queens to withdraw water using a well point or deep well system where the total capacity of such well or wells is in excess of 45-gallons per minute (or 64,800-gallons per day); and,
- (C) An Industrial State Pollutant Discharge Elimination System (SPDES) or a Non-Jurisdictional Determination Letter in compliance with Title 8 and 7 of Article 17 of the Environmental Conservation Law of New York State, respectively.

The Contractor is advised that the provisions and requirements of the aforementioned permits shall govern all work, and the said provisions and requirements are hereby made a part of the sewer contract and the Contractor shall be responsible for strict adherence thereto.

No dewatering work shall commence until the above-mentioned Permits have been obtained for this project.

The Contractor is advised that in order to comply with all the permits requirements, the Contractor will be required to submit maps, test data, etc. prior to the start of work. In order to expedite the processing of the permit and its requirements, the Contractor shall be required to obtain the services of an independent Environmental Scientist as herein described below in **Subsection 40.14.2** to perform this work and act as liaison with NYSDEC and NYCDEP.

**B. REVISIONS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS**

- (1) **Refer** to **Subsection 10.21 - Contractor To Notify City Departments**, Page I-13:  
**Add** the following to **Subsection 10.21**:

(1) N.Y.C. D.E.P., BUREAU OF WATER AND SEWERS OPERATIONS

The Contractor shall notify Mr. Peter Gordon, P.E., Chief, Linear Capital Program Management Division at the Department of Environmental Protection, 59-17 Junction Blvd., 3rd floor low rise, Corona N.Y. 11368, at least thirty (30) days prior to the start of construction.

(2) N.Y.C. DEPARTMENT OF TRANSPORTATION

The Contractor shall notify Mr. Michael Lofesse/Ghanshyam Patel - Signal/Street Lighting Operations, 34-02 Queens Blvd., Long Island City, N.Y. 11101 at (212) 839-3799/ (212) 839-3359, at least seventy-two (72) hours prior to the start of construction.

- (2) **Refer** to **Subsection 10.30 - Contractor To Provide For Traffic**, Page I-15:  
**Add** the following to **Subsection 10.30**:

(1) Traffic Stipulations:

The Contractor shall refer to Traffic Stipulations identified in the maintenance of traffic requirements under Highway Contract No. SANDR01.

- (3) **Refer** to **Subsection 40.02.15 - Disposal Of Water From Trenches**, Page IV-9:  
**Add** the following to **Subsection 40.02.15**:

(A) The Department of Design and Construction has **not** filed application for Dewatering Permit with the New York State Department of Conservation (NYSDEC), under the Environmental Conservation Law (ECL), Title 15 of Article 15, for a Temporary Well Point System Permit. However, it is anticipated that the criteria for rate of pumping specified herebefore in this section will be exceeded in areas of construction; the Contractor shall be responsible for applying and obtaining the necessary dewatering permit prior to the dewatering of trenches within the scope of this project.

As part of the permit application the Contractor will be required to comply with all the requirements of **Section 40.14** of this section.

Copies of all materials submitted to NYSDEC shall be sent to the New York City Department of Design and Construction (NYCDDC), Infrastructure/Design.

The following minimum requirements set forth by the New York Department of Environmental Conservation shall be complied with prior to the start of work in areas of construction requiring dewatering permit:

- (1) An analysis must be made of water samples taken. The results are to be submitted to the Regional Permit Administrator. An analysis shall be made for BOD, salinity, oil, and grease. The samples shall be analyzed by a laboratory certified by the New York State Health Department and the results are to be submitted directed to the New York State Department of Environmental Conservation by the laboratory.
- (2) Prior to setting any wells, wellpoints or header pipes, the Contractor shall submit to the NYSDEC a layout of the complete dewatering system including the location of the discharge point. When permitted by the NYSDEC, discharge of groundwater on the beach areas shall be done in such a manner as to eliminate any erosion or siltation and will require the installation of splash blocks and/or settling basins.

**40.14.2 QUALIFICATIONS**

The Environmental Scientist utilized to perform the work required under this section must have adequate experience in work of this nature (obtaining Long Island Well Permit/Dewatering Permit) and must have previous experience in working with the NYSDEC and the NYCDEP, designing equivalent dewatering systems, and have successfully obtained the type of permits required under this contract. Prior to the start of work, the Contractor will be required to submit the name and resume of the Environmental Scientist for approval.

**40.14.3 NYSDEC DEWATERING PERMITS**

The dewatering system shall be designed by the Environmental Scientist using accepted and professional methods of design and engineering consistent with the best modern practices.

The material to be submitted shall include, but not be limited to the following:

- (1) Site Plan - Scaled, showing construction activity (e.g. excavation, pathway of the pipe, new outfalls, etc.) locations of well points, header pipes and pumps, and all staging and storage areas.

Also included herein shall be a layout of the complete dewatering system including the location of the discharge point. When permitted by the NYSDEC, discharge of groundwater on beach areas shall be done in such a manner as to prevent any erosion or siltation and will require the design and installation of splash blocks and/or settling basins.

- (2) Dewatering System Specifications:

- |                               |                             |
|-------------------------------|-----------------------------|
| (a) Number of Well Points     | (h) Total Volume Pumped     |
| (b) Diameter of Well Points   | (i) Number of Pumps         |
| (c) Spacing of Well Points    | (j) Capacity of Pumps       |
| (d) Length to Screen          | (k) Duration of Pumping     |
| (e) Depth to Bottom of Screen | (l) Initial and Average GPM |
| (f) Static Water Level        | (m) Estimated Daily Pumpage |
| (g) Drawdown Required         | (n) Flow Meter              |

- (3) Cross Section - Scaled, showing well points, riser, header, annular material (if used) and other equipment associated with each point. A typical construction style drawing may be utilized. Should the Contractor be permitted to use a deep well system, all information regarding it must be submitted.
- (4) Drawdown Contour Map - Based upon a review of the surrounding area affected by the dewatering and upon boring within the project area and characteristics of the soils, the depth and pumping rate of dewatering system and the duration of the pumping, the Environmental Scientist shall submit both a narrative and diagram showing the anticipated maximum cone of depression which shall be shown from both above and in cross section on scaled diagrams. Contour lines on diagrams shall be labeled to show depth from land surface.
- (5) Description of Site and Adjacent Areas - A short narrative shall be prepared describing the land use in the area paying attention to any potential sources of groundwater contamination that may migrate into the well's cone of depression, such as gas stations, chemical plants, wrecking yards, sanitary landfills, etc. Latest map of the area shall be included in the narrative.
- (6) Groundwater Analysis - The Environmental Scientist shall develop and submit a sampling and analysis program subject to NYSDEC Approval (a minimum of one groundwater sample from a site well shall be collected and analyzed). A laboratory certified by the New York State Health Department shall analyze the samples. The sampling and analysis program must include but is not limited to the following:

**NYSDEC REGION 2 - DEWATERING PROJECTS SAMPLING INFORMATION**

NO.	PARAMETERS	TYPE	EPA METHOD	DETECTION
1	pH	Grab	150.1	EPA min
2	Temperature	°F	After Pumping	EPA min
3	Fecal Coliform	Grab	5-Tubes/3-Dilutions	2-MPN/100-ml
4	Oil & Grease	Grab	413.1	EPA min
5	BOD5	Grab	405.1	EPA min
6	Total Suspended Solids	Grab	160.2	EPA min
7	Settleable Solids	Grab	160.5	EPA min
8	Chlorides	Grab	325.1-325.3	EPA min
9	Benzene	Grab	602	EPA min
10	Toluene	Grab	602	EPA min
11	Xylenes	Grab	602	EPA min
12	Ethylbenzene	Grab	602	EPA min
13	PCB's	Grab	608	(See Note 1)
14	Pesticides	Grab	608	EPA min
15	13 Priority Metals	Grab	200 series	EPA min
16	Acids Base/Neutrals	Grab	625-GC/MS	EPA min
17	Halogenated Volatiles	Grab	601-GC	EPA min
18	Nitrate/Nitrite	Grab	300 or 353.3	EPA min
19	Aromatic Volatiles	Grab	602-GC	EPA min
20	Cyanide (total or amenable)	Grab	335.1/335.2	EPA min

**NOTE:**

- (1) List each individual aroclor found and report the concentration of each aroclor tested. Use the N.Y.S. detection limit, which is 0.065-µg/l.

Small dewatering projects with a total estimated pumped volume up to 15-Million Gallons (MG) require sampling analysis for parameters No.'s 1 through 12.

Medium dewatering projects with a total estimated pumped volume between 15-MG and 60-MG require sampling analysis for parameters No.'s 1 through 14.

Large dewatering projects with a total estimated pumped volume greater than 60-MG require sampling analysis for parameters No.'s 1 through 20.

Samples are to be collected after development of the well by a licensed well driller.

A laboratory certified by the NYS Department of Health must conduct all testing.

Irrespective of the aforementioned sampling requirements based on total estimated pumped volumes, the Department may require sampling of additional parameters if the proposed dewatering site is suspected of being contaminated.

**40.14.4 SUBMISSION OF DEWATERING PLAN**

The Environmental Scientist will be required to submit two (2) copies of the Dewatering Plan (together with all reports, materials, designs, drawings, maps and plans) to the Infrastructure Engineering Support Unit for review and approval. Once approved the Environmental Scientist shall submit in triplicate the Final Dewatering Plan to both the NYSDEC and the NYCDEP. The Dewatering Plan should be bound

and bear the name of the Contractor, NYSDEC Application Number and the Signature of the preparer. All drawings and maps shall be on sheets 27-inches by 40-inches and to scale not less than 1"=30'.

**40.14.5 DAMAGES**

The Contractor shall be responsible for and shall repair at no cost to the City any damage caused by inadequate or improper design and operation of the dewatering system, and any mechanical or electrical failure of the dewatering system.

**40.14.6 SYSTEM REMOVAL**

The Contractor shall remove all dewatering equipment and temporary electrical service from the site. All wells shall be removed or cut off a minimum of three (3) feet below the final ground surface and capped. Holes left from pulling wells or wells that are capped shall be grouted in a manner approved by the Engineer.

**40.14.7 PAYMENTS**

No additional or separate payment will be made for any work described herein. The costs for all labor, materials, equipment, permit fees, samples, tests, reports, services and insurance required or necessary to perform all the work described herein shall be deemed included in the price bid for all items of work.

- (5) **Refer to Subsection 71.41.4 - Specific Pavement Restoration Provisions, Page VII-67:**  
**Add** the following to **Subsection 71.41.4:**

(E) Specific Pavement Restoration Provisions:

- (1) Within the limits of the highway reconstruction the restoration shall be accomplished and paid for in accordance with Highway Construction Plans, Details and Specifications for Highway Project ID. SANDR01.

**C. REVISIONS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK**

- 1) **Refer to Part 1 – Furnishing And Delivering Steel Pipes And Appurtenances 30 Inches In Diameter And Larger, Section 11. Fabrication:, Page 4;**  
**Add the following to Section 11:**

All steel water mains shall be spiral welded pipes, and all steel water main fittings shall be fabricated from qualified spiral welded pipe. Can type pipe is not acceptable.

- 2) **Refer to Part 1 – Furnishing And Delivering Steel Pipes And Appurtenances 30 Inches In Diameter And Larger, Section 13. Special Fittings:, Page 5;**  
**Add the following to Section 13:**

The steel reducer shall have a length of seven (7) feet for every twelve (12) inches reduction in diameter.

**END OF SECTION**  
**This Section consists of eight (8) pages.**

EP7 (1.0) - PAGES

## **GAS COST SHARING (EP-7) STANDARD SPECIFICATIONS**

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### **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. Overruns not paid by City shall be negotiated and paid to Contractor by gas facility operator who then shall be entitled to reimbursement by NYCDEP under established cost sharing procedures.

#### **4. Changes And Extra Work:**

This section is not applicable to work defined under "Emergency Reconstruction Contracts" or so-called "Where and When Contracts" since these projects, by definition, inherently encounter unanticipated gas facilities and cannot be pre-engineered. In all other cases, any contract changes proposed for City work shall also cover and include all associated changes to support and protection of gas facilities affected by such changes to City work. In all other cases where the Contractor finds that City work cannot be performed as planned and specified and/or, as approved because of a need to support, protect and/or alleviate interferences from gas facilities that were not listed and/or shown, or incorrectly shown in contract plans and specifications, he shall immediately notify the Resident Engineer and the facility operators' representative of his findings. Resident Engineer shall promptly examine such claims and determine whether or not such work is covered by contract bid items and /or specifications (contract bid items and specifications shall include city contract items as well as EP-7 items). The Resident Engineer shall also

examine the claim to determine if the application of EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" is appropriate to resolve the claim. If upon examination, the Engineer determines that such field conditions were unanticipated (not shown and/or listed, or incorrectly shown in contract documents) and are not covered by bid items and contract specifications, he shall then direct the Contractor and the affected facility operator to negotiate the cost of supporting and protecting, and/or alleviating the impact on City work caused by such unanticipated gas facilities with each other with the understanding that the performance of City work shall continue during negotiations. If a cost agreement is reached, the Contractor and facility operator shall adjust such costs between themselves at no additional costs to the City contract. If the Contractor and affected facility operator do not reach an agreement concerning the price to be paid for the extra work within five (5) business days of the Engineer's directive to engage into such negotiations and, after considering: public safety and inconvenience, requirements of laws and regulations applicable to private utilities, integrity of all utility systems, including but not limited to sewer and water, gas, electric, telephone and, cable TV facilities, sound engineering practices, cost (long and short term) to all affected parties, and potential City work delays, then the Resident Engineer, depending on nature and severity of interferences with City work, shall either, direct the facility operator to relocate or replace its facilities at its own discretion and cost, reimbursable by NYCDEP under established gas cost sharing procedures or, direct the Contractor to perform the utility work on actual time, material and equipment costs basis pursuant to relevant contract requirements and amendments. Contract bid prices for any applicable items of work involved shall be applied, or converted to an allowance for time and material charges. Changes shall be for affected portions of utility work and, shall be processed with EP-7 funds.

#### **5. Excavation:**

All excavators shall notify the NYC/LI One Call Center at 1-800-272-4480 at least two (2) working days, not including the day of the call, but not more than ten (10) working days in advance of the start of any excavation work. The gas company(ies) will mark out its facilities within the project limits and provide Construction Inspector(s) during all excavation work in close proximity (within twelve (12) inches) to gas facilities. The Contractor shall exercise extreme caution when excavating in the vicinity of any gas facilities. Hand excavation shall be performed within twelve (12) inches of gas facilities. The Contractor prior to excavating underneath these facilities shall adequately support all gas facilities. Standard support details for gas facilities have been included in the specifications. Any damage to gas facilities shall be reported immediately to the gas company(ies). The Contractor shall be responsible for all cost associated with repairs made necessary by damages caused by his operations.

#### **6. Backfilling And Street Restoration:**

Backfilling operations and street restorations shall be in accordance with contract requirements.

#### **7. Non-Responsive Bids:**

Every gas (EP-7) bid item has a suggested "Not less than" value per unit indicated on contract bid sheet. Bids resulting in cost of less than suggested for EP-7 items are hereby prohibited and if submitted shall be considered NON-RESPONSIVE.

#### **8. Minimum Clearances:**

Clearance requirements for City work shall govern and supersede any clearance requirement of gas facility operator. Therefore, a minimum of twelve (12) inches clearance between private utilities and City water mains, sewers or related structures to be installed in this contract shall be maintained. When this clearance is not attainable, the Resident Engineer may allow a minimum of four (4) inches clearance. With less than twelve (12) inches clearance a neoprene/polyethylene shield (to be provided by facility operator) shall be installed as part of all work item specifications. However, if Resident Engineer determines that City work cannot be performed within allowable clearance and no reasonable City accommodation (no-cost change to City work) is possible, the City shall direct the facility operator to remove, relocate, shift, or alter their facility(ies) pursuant to the New York City Administrative Code.

**9. Work By Facility Operator:**

The facility operator may find it necessary to perform the following types of work during performance of City work: accommodating a contractor's request for gas facilities modifications (in order to facilitate City contractor's proposed construction method) or, remedial and emergency work on gas facilities proper with their own resources and materials if an approved method of construction for City work causes unanticipated disturbances to gas facilities or, replacing defective gas facilities when they are exposed by the Contractor and their actual conditions are observable by the facility operator. Also included in the above category of defective gas facilities are: the presence of environmental contaminants attributable to the gas facility in or around gas facilities. If such work is deemed required by the facility operator or if facility operator is directed by the City to address such deficiencies at any time during the course of construction, the Contractor shall modify the construction schedule at no cost to the City and allow the facility operator five (5) business days to perform such work without interferences. Additional costs to the facility operator (in cases of accommodations) or, Contractor (in cases of defective gas facilities) due to such gas work, if any, shall be the responsibility of the parties involved and not of the City. Such costs shall be a matter of adjustment between the Contractor and the facility operator.

**10. Materials Furnished By Facility Operator:**

It shall be the Contractor's responsibility to inspect material to be installed by him immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional costs to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

**11. Liability And Insurance:**

Notwithstanding the provisions of this contract, the existing division of liabilities to third parties shall remain the same as between the City and the company. Therefore, it is specifically agreed by the City, company and Contractor (by bidding on this contract) that for the purpose of any liabilities to third parties, that the City contractor performing work directly and physically relating to gas company facilities in this project, shall be deemed an agent of the company and not an agent of the City, the New York City Municipal Water Finance Authority, or the New York City Water Board. Contractor shall include the company as an additional insured on all insurance policies maintained to comply with the City's insurance requirements.

**12. Width And Depth Of Excavation:**

Contractor shall not be authorized to deliberately change trench or excavation widths and/or depth specified without Engineer's approval. Enlargement of any side of excavation up to eighteen (18) inches beyond pay limits (or inside face of sheeting) requested by the Contractor for the installation of certain types of sheeting may be granted. However, such enlargements or those greater than allowable shall not be approved when, in the sole judgment of the City, field conditions allow the water mains and sewer work to be performed within the limits specified and, the sole purpose of such enlargement request is to impact adjacent utilities (public or private) whose support and protection are part of this contract. Any approval shall be given at no additional cost to the City contract, including EP-7 funding, and all costs associated with unauthorized enlargements shall be the sole responsibility of the Contractor.

**13. Depth And Crossing Angles Of Gas Facilities:**

Where gas facilities are shown (or specified as) crossing proposed alignment of sewers, water mains, catch basins and chute connections or any other proposed excavations at specific angles (as measured off plans or sketches or specified in contract), it shall be understood that actual field measurements may deviate (plus or minus) forty-five (45) degrees from those shown or specified. The cover, or depth from street surface to top of facilities, shall be as shown or specified in contract documents, no deviation is to be assumed. Where gas facilities are not shown on contract documents, but their support and protection are otherwise included in this contract then, all references to facilities crossing at "various angles and depth" in the gas sections shall mean that such facilities are crossing sewer, water, catch basin and, catch basin chute, and other excavations at a ninety (90) degree angle to the proposed sheeting line or side of

excavation (for unsheeted trenches) with an allowable deviation of forty-five (45) degrees in any direction, except for catch basin chute excavation where the allowable deviation shall be sixty (60) degrees. Where the cover is not noted or specified, the bottom face of such facilities shall be assumed to be crossing catch basin chutes at a depth of three (3) foot eight (8) inches or less from the street surface. Paragraph No. 2 above shall apply in cases of distribution water main construction. Appropriate bid items and specifications are provided for cases where angle and depth are greater than stated above. This section also applies to work defined in "Emergency Reconstruction Contracts" or so-called "Where and When Contracts". These contracts are not pre-engineered and consequently have no drawings, sketches or determined locations and so, gas facilities encountered will be crossing existing and proposed sewer, water, catch basin/catch basin chutes and all appurtenances at various angles and depths.

#### **14. Maintenance Of Traffic For Gas Work:**

All work pertaining to gas bid items and specifications shall be performed within the contract maintenance of traffic plan as specified in the contract document. The bid price for the Maintenance and Protection of Traffic shall cover all work pertaining to gas items. The City shall make compensation for additional maintenance and protection of traffic items in connection with gas item of work only when such additional work is deemed reasonable and necessary by the Resident Engineer and is approved by him prior to its performance.

#### **15. Relocated Gas And Temporary Systems Installation:**

In cases where the Contractor is allowed to select the location for temporary construction such as, installation of dewatering headers, wells, well points, etc., he shall not disturb any gas facilities shown on sketches provided in this section. The only exception shall be, if the affected gas company agrees to such relocation and provided that the cost of such relocation is a matter of adjustment between the company and Contractor, and at no cost to the City.

#### **16. Role Of Company Inspector:**

In any case in which the City elects to perform some or all support and protection work with its own employees, personnel or contractors, the facility operator shall provide onsite inspectors to approve and certify such support and protection work (exclusive of City accommodations) performed by the City's own employees, personnel, and contractors. Facility operator's inspectors are not authorized to direct City contractor during the performance of contract work. They shall act through the City Resident Engineer and provide him/her required approvals and certifications, prior to preparing partial payments of EP-7 items, in a format and frequency to be prescribed by the appropriate City Head of Construction.

#### **17. Coordination With Gas Company:**

The Contractor shall be required to notify the gas company(ies), in writing, at least two (2) weeks prior to the start of final paving in order to allow companies to complete any unfinished gas work located within the area to be paved. Every effort shall be made to maintain gas service with minimum inconvenience to the public.

### **III - TECHNICAL SECTION**

#### **SECTION 6.01 - Trench Crossings; Support And Protection Of Gas Facilities And Services.**

##### **1. Description:**

Under this section, the Contractor shall provide all labor, materials, equipment, and incidentals required to

support and/or protect the integrity of gas mains, services and appurtenances of any sizes, configurations, and operating pressures crossing trench excavations above subgrade for planned construction of sewers and water mains facilities. A gas service shall be defined as a gas pipe of three (3) inches in diameter or less branching from the main to a customer pick up point or property valve box. A gas main may be any size pipe that is part of a distribution or transmission network other than services described above. Crossings shall be defined as gas facilities spanning the width of excavation (one side to the other side). These crossings may be at various angles and depth as shown on "Gas Cost Sharing Work Standard Sketches Nos. 1 and 1A", and as specified in "General Provisions; Gas Cost Sharing Work Paragraph No. 13" and, at the locations shown or listed in contract documents. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with contract specifications, plans, and at the directions of the Resident Engineer in consultation with the authorized representatives of the facility operator.

## 2. Method Of Construction:

- A. Protection: In general, the gas facilities shall be protected as required by New York State Industrial Code 753. In particular, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the gas facilities (marked out by facility operators) and to ascertain the clearances and cover of the facilities with respect to the proposed excavation. Upon exposing the affected facilities sufficiently, at the discretion of the Resident Engineer, to ascertain the foregoing, Contractor shall be permitted to proceed with a combination of hand and machine excavation, as appropriate, outside a zone of protection whose limit shall be defined as a perimeter located twelve (12) inches from the outside face of each gas facility crossings (See "Gas Cost Sharing Work Standard Sketch No. 2"). If the facilities are in direct interference with City work, meaning that "Minimum Clearances" described in "General Provisions; Gas Cost Sharing Work Paragraph No. 8" cannot be maintained, and excavation has to be temporarily or permanently abandoned then this particular location shall become a test pit and dealt with as specified in Section 6.07, and "General Provisions; Gas Cost Sharing Work Paragraphs Nos. 2 and 8".
- B. Support: Gas mains or services crossing excavations equal or less than four (4) feet wide are generally self supporting, unless field conditions as determined by the Resident Engineer require otherwise. The support requirements for gas mains and services crossing excavations greater than four (4) feet wide shall be as shown on the attached "Gas Cost Sharing Work Standard Sketch No. 1" and Contractor shall use sheeting methods that permit the maintenance of gas facilities in their existing locations and configurations. Alternate methods equivalent to those shown on the sketch or accommodations by the facility operator proposed by the Contractor in order to facilitate the execution of the specified work shall be allowable, provided that prior approval is obtained by the Contractor from the Engineer and the facility operator. The support and protection of gas facilities crossings shown on plans, drawings, listings or otherwise identified in this contract shall not be circumvented with the issuance of so called "order outs".

## 3. Method Of Measurement:

The Contractor shall be paid for supporting and/or protecting gas facilities crossing trench excavations under the appropriate bid items covered by this section. The Contractor shall be directly responsible to the facility operator for the total cost of using any alternate method requiring the use of resources owned by the facility operator. Regardless of the method used, the City shall pay the bid price for the appropriate support and/or protect item of work. The average rate charged by the facility operator for alternate support and protection work such as, disconnecting and reconnecting gas services is listed in attached "Schedule GCS-A".

## 4. Payment Restrictions:

These items shall not be paid for: gas services crossing unsheeted water main trench excavation; abandoned gas main/services identified by facility operator; gas mains/services crossing trench excavations for fire hydrant branch connections pipes, catch basins and/or chutes (sewer drain pipe), house sewer and/or water services; gas facilities encroaching any face of excavation for sewer and/or



water construction, all of which are covered under other contract sections. Also this item shall not be paid for new gas mains and services crossing water trenches when trenching for such new facilities has been performed by the Contractor in common with trench excavation for City work (overlapping trench limits). The cost of supporting and protecting such gas facilities crossings shall be deemed included in the cost of trench excavation for the new gas facilities. This payment restriction shall apply even if such common trench gas excavation is not part of the contract. The prices bid for items covered by this section represent full compensation to Contractor to completely perform the work described. No other bid items shall be combined with these items in order to pay for gas main and/or services crossing excavations specified herein.

#### 5. Method Of Payment:

Each (Ea.) gas facility crossing trench excavation as described in these specifications shall be counted for payment.

#### 6. Price To Cover:

The cost of timber/steel supports installed for gas facilities shall be included in the bid price. The bid price for each crossing shall also cover all additional supervision, labor, material (except those provided by the facility operator), equipment and insurance necessary to completely maintain the gas facilities without disruption of service to the customers and in accordance with contract plans, specifications and facility operator standards. The price shall also include: changes of method of operations; sheeting modifications where necessary to accommodate the gas facilities crossings; installation and removal of water pipe under gas facilities (so called "snaking"); extra care during excavation (including hand excavation under existing single and multiple gas facilities); extra backfilling and compaction around, over and under gas facilities; installation and removal of sheeting around gas facilities; associated maintenance and protection of traffic; barricades; and traffic plates that may be required to temporarily close and/or complete the work.

### **SECTION 6.02 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Gas Interferences.**

#### 1. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance, and incidentals for the extra excavation associated with the installation of catch basin sewer drain pipes (chute) under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents and also, for the support and protection of these facilities during associated excavation and backfill operations. The gas company operating in the area, (facility operator), owns these facilities.

#### 2. Method Of Measurement:

The bid price shall be per location (Each) where extra excavation is required when catch basin sewer drain pipes are installed at an upstream invert depth lower than four (4) feet (up to a maximum of six (6) feet) from the proposed pavement grade because the bottom faces of interfering gas mains and appurtenances are located at a depth greater than three (3) foot eight (8) inches from proposed pavement surface (See "Gas Cost Sharing Work Standard Sketch No. 4").

#### 3. Method Of Construction:

Incremental cost responsibility for chute excavation is determined by the first private facility encountered starting from catch basin structure proper and that prevents the installation of the chute connection at an upstream cover less than or equal to three (3) feet or any other minimum cover required to avoid City facilities (e.g. water, sewer, etc.) as directed by the Resident Engineer.

4. Payment Restrictions:

This item shall not apply and related bid item shall not be paid in cases where:

- A. Upstream invert chute is more than six (6) feet deep because of gas facilities.
- B. Chute cannot be installed above existing gas facilities because of interferences with other private facilities that are not otherwise covered under this contract, regardless of upstream invert depth.

The above cases shall be at no cost to the City, but shall be a matter of adjustment between the Contractor and the facility operator(s).

5. Price To Cover:

The bid price shall cover the additional cost of all additional supervision, labor, materials, equipment and insurance, to complete the installation of catch basins and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities; backfilling and all other items necessary to perform all work incidental thereto including: installation and removal of drain pipe under gas facilities ("snaking"); widening of trenches to facilitate the above work; subsequent additional backfill and pavement restoration; modifying precast catch basin window to accommodate connection; changing sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to temporarily close and/or complete the work. The price shall not include removal of ledge rock and/or excavation of boulders in open cut.

**SECTION 6.02.1 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Upstream Inverts Greater Than Six (6) Feet.**

1. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance and incidentals for the extra excavation of catch basin chutes where the upstream invert is greater than six (6) feet under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents or as determined by field conditions and also, for the support and protection of these facilities during the associated excavation, sheeting and backfilling operations.

2. Method Of Measurement:

The bid price shall be per location (Each) where extra excavation and sheeting is required when the catch basin chute installed at an upstream invert depth lower than six (6) feet from the proposed pavement grade because the bottom faces of the interfering gas mains and appurtenances are located at a greater depth than three foot eight inches from the proposed pavement surface only.

3. Method Of Construction:

Incremental cost responsibility for chute excavation is determined by the first private facility encountered during such excavation when initiated from catch basin structure and that prevents the installation of the chute at an upstream cover less than or equal to three (3) feet or any other cover required to avoid City facilities as directed by the Resident Engineer.

4. Payment Restriction:

This item shall not apply and related bid item shall not be paid in cases where:  
Upstream invert chute is less than or equal to six (6) feet deep because of gas facilities. Section 6.02 shall be paid.

#### 5. Price To Cover:

The bid price shall cover the additional cost of all supervision, labor, materials, equipment and insurance to complete the installation of catch basin and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities incidental thereto; widening of trenches to facilitate the above work; subsequent additional backfilling and pavement restoration; modifying pre-cast basin window to accommodate connection; the installation of catch basin with deeper sumps as specified; additional sheeting and changes in sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to temporarily close and/or complete the work.

### SECTION 6.03 - Removal Of Abandoned Gas Facilities. All Sizes.

#### 1. Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services, or appurtenances thereof, located within the street shown on the contract plans, owned by gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work.

#### 2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any resulting from this choice shall be a matter of adjustment between the Contractor and facility operator only, and at no cost to the City.

#### 3. Restrictions:

The facility operator shall be solely responsible for its contaminated gas facilities, surrounding contaminated soil and their disposal and abatement procedures, unless contract bid items are applicable and provided for such work. In such cases, the quantity removed shall be charged to EP-7 bid item "UTL- GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" at the City bid prices.

#### 4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

#### 5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment, and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, support and protection of such properties. The price shall also cover breaking, cutting, and/or burning of abandoned gas pipes and their disposal from the site; sealing open ends remaining in the excavation with concrete or caps (caps to be provided by the facility operator) and backfilling of the area where the pipeline has been removed with clean backfill. The price shall also include any required dump charges. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and restoration associated with abandoned gas facilities removal, all of which are covered under Section 6.06.

### **SECTION 6.03.1 - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For National Grid Work Only)**

#### **1. Description:**

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services or appurtenances thereof, located within the street shown on the contract plans, owned by the gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap and so, may require special handling and disposal methods as specified in National Grid Standard Operating Procedure 12-2, Coal Tar Wrap Handling and 12NYCRR56.

#### **2. Determination Of Operating Status Of Gas Facilities:**

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, the Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, the facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost to the City contract. Should such investigation result in the determination that the abandoned gas facilities do not contain Coal Tar Wrap then the removal of said facilities shall be covered under separate item (See Section 6.03).

#### **3. Requirements:**

The City Contractor shall excavate abandoned gas facility sufficiently, either in its entirety, or at locations determined by Contractor to allow the removal of Coal Tar Wrap (if present on the abandoned gas facility) and to facilitate the safe extraction of manageable lengths of abandoned pipe without damage to adjacent facilities, utilities or City structures either parallel to or crossing above or below abandoned gas facility. The Contractor is to allow access to the designated cutting points within the Contractor's trench by authorized National Grid personnel who will remove the Coal Tar Wrap as per National Grid procedures. This work by National Grid personnel shall be performed in a timely fashion and shall not unduly impede the Contractor's progress and/or productivity. Upon completion of the coating removal, the Contractor shall be allowed to cut, burn or grind the gas facility and remove the section of abandoned pipe. The

Contractor at a site designated by the Contractor shall stockpile the removed pipe. The facility operator will be responsible to provide trucking and disposal services with its own personnel and shall remove the stockpiled pipes during off hours or during such time as agreed to by the Contractor. Since the pipe removed will remain the property of the facility operator and is to be disposed of by the facility operator, the facility operator shall be responsible for any required notifications, filings, dump charges and incidentals associated with the disposal of abandoned gas facilities found to contain Coal Tar Wrap.

#### 4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

#### 5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, the support and protection of such properties. The cost shall also include hand excavation in the area(s) of proposed abandoned pipe cut(s), cutting and/or burning of abandoned gas pipes and stockpile of removed sections of abandoned pipe and associated maintenance and protection of traffic, blocking and temporary fencing if required. The unit price shall also cover sealing open ends remaining in the excavation with concrete or end caps (end caps to be provided by the facility operator) and backfilling of the area where the abandoned pipeline has been removed with clean backfill material. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and/or restoration (temporary and permanent) associated with abandoned pipe removal ("lost trench"), all of which are covered under separate Section 6.06. The price shall also include allowance for any loss of productivity by the Contractor due to required facility operator work to remove pipe coating and prepare pipe for cutting as well as any change in Contractor's excavation method, additional trucking and/or stockpiling costs.

### **SECTION 6.03.1a - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For Con Edison Work Only)**

#### 1. Description:

Under this section the Contractor shall provide all labor, material, equipment, insurance and, incidentals required to prepare abandoned gas mains, services and appurtenances thereof located within the street shown on contract plans, owned by the gas company operating in the project area (facility operator), for removal due to interference with proposed City work. These abandoned gas facilities were, at one time, used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural, manufactured or a combination of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distribution or furnishing of gas in enclosed containers. Such preparation for removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap which may contain asbestos or PCB's and so, may require special handling and disposal methods as specified in Con Edison - ASBESTOS MANAGEMENT MANUAL, CHAPTER 6 - ASBESTOS WORK PROCEDURES, SECTION 06.04 - COAL TAR WRAP REMOVAL. For under 25' (feet) in length and an approved NYC-DEP variance for over 25' (feet).

#### 2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas Facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility

operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities. However, the facility operator may prefer to make this test during performance of City work in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost the City contract. Should such investigation result in the determination that the abandoned gas facilities do not contain Coal Tar 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 6.07 - Test Pits For Gas Facilities.

### 1. Description:

Under this section, the Contractor shall furnish all labor, materials, insurance, equipment and appliances necessary to excavate, sheet and, maintain test pits at locations approved by the Resident Engineer in consultation with the facility operator. Test pits shall be dug in order to ascertain exact locations, cover and invert elevations, clearances, alignment and operating status (live or dead) of existing gas facilities. The Contractor shall inspect jointly with the Resident Engineer and facility operator, gas facilities and other structures uncovered, take all relevant measurements and elevations as directed by the Resident Engineer. Tests to determine operating status of gas facilities shall be performed by facility operator. The pits shall be covered with steel plates during daytime nonworking hours, and uncovered, as required, until the inspection work is completed. Testing of gas facilities may require a maximum of four (4) hours. Then, the pits shall be backfilled with clean fill, and resurfaced with temporary pavement. All traffic shall be maintained and all safety measures as stipulated shall be complied with.

### 2. Methods Of Construction:

A. Excavation: Existing pavement to be removed shall be neatly cut along lines of removal with a saw or other approved equipment which leaves a neat straight joint line along the juncture with subsequently replaced pavement. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. Use of hand operated pneumatic and electric jackhammers will be permitted only for breaking pavement and removal of masonry, concrete and boulders, or as otherwise directed by the Resident Engineer. The Contractor shall properly dispose of all materials excavated from test pits away from site. Test pits shall be excavated at locations shown on the contract drawings or as directed by the Resident Engineer. Additional test pits may be required and shall be excavated where required, as ordered by the Resident Engineer. All test pits shall be excavated to a depth and size necessary to locate the existing facilities. Sheeting shall be used when depth of excavation exceeds five (5) feet. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Codes requirements and as specified in contract, whichever is more stringent. Care shall be taken that no existing gas facilities or other structures are broken or damaged. All broken or damaged facilities shall be reported immediately to facility operator who shall decide whether such facilities shall be repaired or replaced by company forces or by City contractor and in conformance with "General Provisions; Gas Cost Sharing Work Paragraph No. 9". Contractor shall excavate all material encountered, including large masses of concrete, cemented masonry and boulders, as directed by the Resident Engineer. Any type of excavation protection used, shall satisfy the following:

- (a) Industrial Code Rule 753.
- (b) Prevent injury to workers and the public, and avoid damage to existing water, sewer, and gas pipes or other structures, and to pavements and their foundations, through caving or sliding of the banks of the excavation.

Should it become necessary, as determined by the Resident Engineer, to enlarge any test pit in any dimension after sheeting has been placed, the Contractor shall remove portions of the sheeting, as necessary, enlarge the test pits as directed, and replace the sheeting without additional compensation for this work other than for the additional volume of material excavated.

B. Maintenance Of Test Pits: Excavated test pits shall be maintained free of debris and kept dry by the Contractor in order to permit the inspection and measurements and to determine the locations of facilities. In order to accomplish this, Contractor shall, upon completion of excavation and placement of sheeting (if depth greater than five (5) feet), furnish and install adequate steel plates and posting over the excavated pits and shall temporarily remove all equipment debris and workers, and relocate

barricades in order to open the full width of street to traffic during nonworking hours. The Contractor shall then, at no additional cost, relocate such barricades, barrels, cones and other warning devices and remove steel plates, as and when directed by the Resident Engineer to facilitate the inspection of exposed facilities. When work is being performed and the pits are not covered with steel plates, the Contractor shall provide complete and safe access to the test pits as may be required, and he shall provide construction barricades and maintain traffic at all times as shown or as directed by the Resident Engineer. Upon completion of test pit inspection by the Resident Engineer, the pit shall be backfilled by the Contractor as specified in contract, except that backfill material shall conform to contract specifications for such purpose.

- C. Pavement And Sidewalk Restoration: After backfilling is completed, the Contractor shall construct a temporary pavement consisting of a minimum of four (4) inches thick asphaltic concrete mixture in roadway areas or a two (2) inches thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent pavement and sidewalk replacement is constructed as specified in contract.

3. Measurements:

The quantity to be measured for payment shall be the number of cubic yards of material removed from within the limits of the pit dimensions as directed by the Resident Engineer. The volume occupied by existing pipes or other structures remaining within the maximum payment lines will not be deducted from the total volume measured except, where the cross sectional area of these facilities exceeds four (4) square feet. As determined by the Resident Engineer, the quantity measured for payment may be proportionate to a fair and reasonable estimate of gas responsibility in the total volume excavated.

4. Price To Cover:

The contract price bid per cubic yard for test pits shall cover all additional costs of labor, material, insurance, equipment, appliances and incidentals required to excavate test pits, including removal and disposal of excavated materials, sheeting, steel plating, backfill, compaction and temporary pavement and sidewalk restoration all in accordance with the specifications and as directed by the Resident Engineer. The price shall also include the cost of providing safe access to the excavation by facility operator for the performance of certain test to determine operating status of gas facilities prior to City work. The price shall also include support and protection of all gas facilities crossing excavation, paralleling and/or encroaching any face of excavation.

## SECTION 6.08 - "NO TEXT"

## SECTION 6.09 - Trench Excavation and Backfill for New Gas Mains and Services (For National Grid Work Only)

1. Description:

Under this section, the contractor shall furnish all labor, materials, equipment, insurance, permits and incidentals required to break/remove roadway and sidewalk pavement, excavate, backfill and restore gas trenches. The trench to be excavated shall be determined by the size of the gas facility to be installed. The work shall be performed in accordance with applicable specifications, and/or at the direction of the Resident Engineer in consultation with the facility operator.

2. Materials:

All materials used to excavate and prepare trenches shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer.

### 3. Method of Construction:

Excavation – The Contractor shall saw cut and/or break and remove existing roadway which may include but is not limited to, asphalt, concrete and cobblestone, utilizing approved equipment that leaves a neat straight joint line along the juncture with subsequently replaced pavement. Prior to starting the trenching operation, the contractor shall excavate the appropriate gas main tie-in pits at the extremities of the gas main sections to be replaced. Test pits shall be excavated to determine exact location of all tie-in pits and at appropriate intervals along proposed trench excavation to verify lane and clearances as shown on the contract plans. The tie-in pits shall be adequately protected by the contractor using wood fencing or steel traffic plates until such time when the facility operator has completed the tie-in work. The Contractor shall be permitted to excavate utilizing a combination of machine and hand excavation, as field conditions warrant, and as directed by the facility operator. The trench shall be adjusted so as to provide for a nominal cover on the new gas facilities or as required based on field conditions, applicable specifications, or as directed by the facility operator in consultation with the Resident Engineer. The width of the trench shall be as directed by the facility operator in consultation of the Resident Engineer. The bottom of the trench shall be graded smooth with a minimum cushion of 3 inches of clean sand and in conformance with applicable specification and be compacted, to minimize initial settlement and to avoid "point" support of new gas facilities. All stones projecting into the trench bottom shall be removed, and the voids backfilled before the new gas facilities are installed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. The contractor shall properly dispose of all materials excavated away from site. Size and location of excavation shall be as directed by the facility operator in consultation with the Resident Engineer. Trenches shall be excavated to a depth and size necessary to facilitate the installation of the new gas facility and in conformance with the applicable specification. All existing facilities that are encountered during trench excavating shall be protected in a manner suitable to the facility operator in consultation with the Resident Engineer. Tight sheeting shall be used, as required, based on field conditions and/or when the depth of excavation is equal to or greater than five feet. Skeleton type sheeting will not be permitted. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Code requirements and in compliance with applicable specifications and/or as directed by the facility operator in consultation with the Resident Engineer. Care shall be taken that no existing gas facilities or other structures are broken or damaged. Contractor shall excavate all material encountered necessary to facilitate the installation of the new gas facilities, and as directed by the facility operator. Care should be taken to avoid damage to existing utility facilities and structures, and to pavements and their foundations, and to avoid caving or sliding banks within the excavation.

Maintenance of Trench Excavation - Excavated trenches shall be maintained free of debris and kept dry by the contractor. In order to accomplish this, contractor shall, upon completion of excavation and placement of sheeting (as required and/or if depth is equal to or greater than five feet), furnish and install adequate steel plates, as directed by the facility operator in consultation with the Resident Engineer, and posting over the excavated trenches and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during non-working hours, as required based on DOT requirements. National Grid forces will perform all live gas main connections, dead gas main cut-outs, and/or service work associated with disconnecting and reconnecting from old to new gas main. The Contractor shall then, at no additional cost, relocate such barricades barrels, cones and other warning devices and remove steel plates, as and when directed by the facility operator in consultation with the Resident Engineer to facilitate the installation of the new gas facilities. When work is being performed and the excavations are not covered with steel plates, the Contractor shall provide complete and safe access to the trench as may be required, and shall provide construction barricades and maintain traffic at all times as shown or as directed by the facility operator in consultation with the Resident Engineer. The contractor has the responsibility to maintain and set to grade all National Grid hardware during backfill and pavement restoration. Upon completion of installation of the new gas facility, the trench excavation shall be backfilled by the contractor in accordance with Contract requirements and all backfill material shall conform to contract specifications for such purpose.

Pavement and Sidewalk Restoration - After backfilling is completed, the contractor shall install temporary pavement consisting of six inches (6") thick asphaltic concrete mixture in roadway areas or a two inches (2")

thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent replacement as specified in contract. Permanent pavement restoration shall be as required by the appropriate contract specifications and as directed by the Resident Engineer.

**4. Method of Measurement:**

The quantity to be measured for payment shall be the number of cubic yards (C.Y.) of trench actually excavated, including roadway pavement, base and/or sidewalk concrete removed within the limits of the trench as directed by the Resident Engineer in consultation with the facility operator. The volume occupied by existing pipes or other structures will be deducted from the total volume measured as shown on contract drawing(s) Title: EP-7 SECT. 6.09 GAS SPECIALTY CONTRACTOR WORK, or as encountered based on existing field conditions.

**5. Price to Cover:**

The unit price bid per cubic yard for excavation shall include the cost of all supervision, labor, material, equipment, insurance and incidentals necessary to complete excavation trenches, including backfill, compaction testing and restoration of trenches and tie-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:**

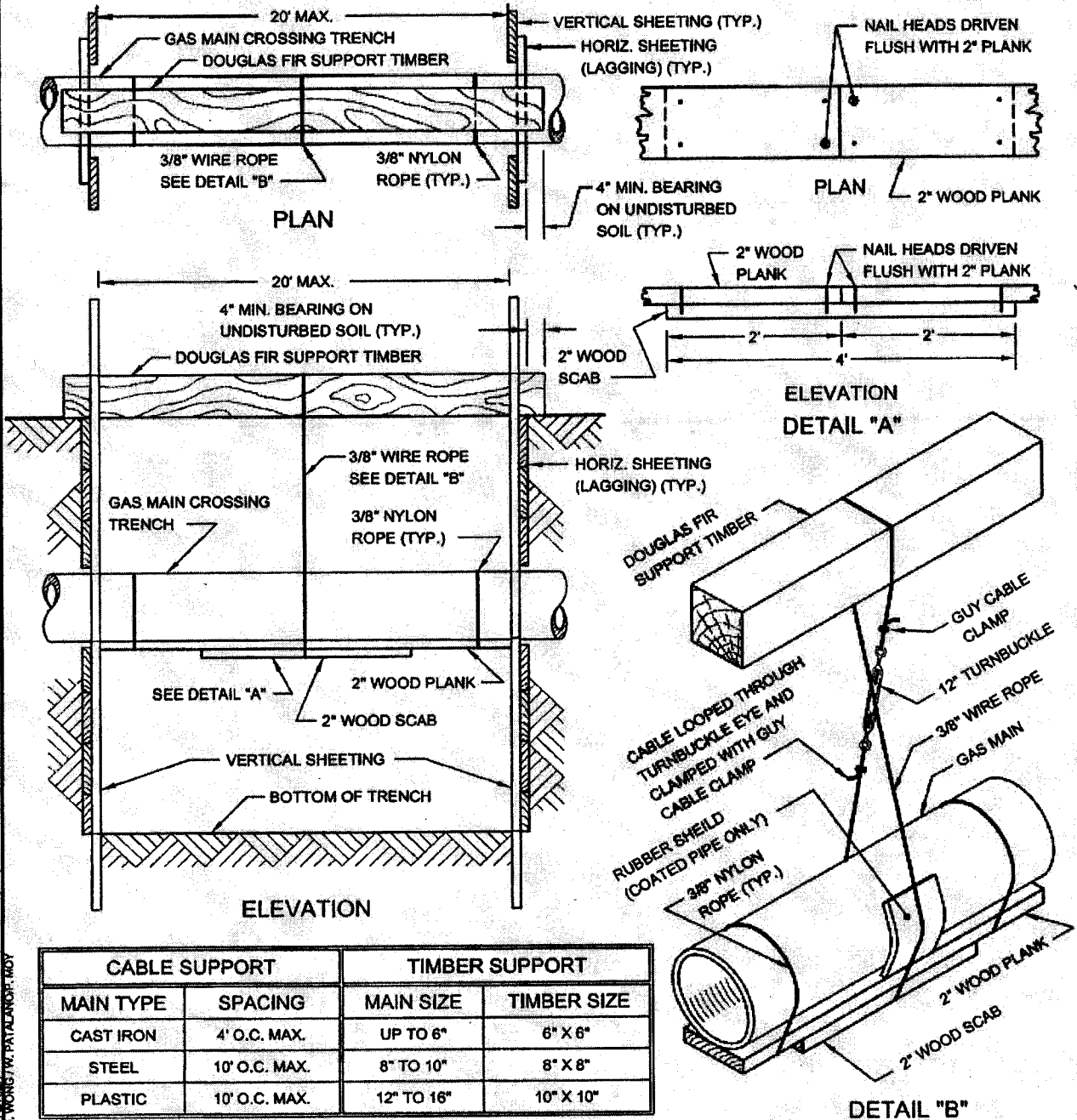
- 1. National Grid - \$586.90 per Service/and Visit
- 2. Con Edison - \$524.00 per Service/and Visit

#### **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 AND SERVICES CROSSING**  
**EXCAVATION GREATER THAN 4'-0" WIDE AT ANY ANGLE**

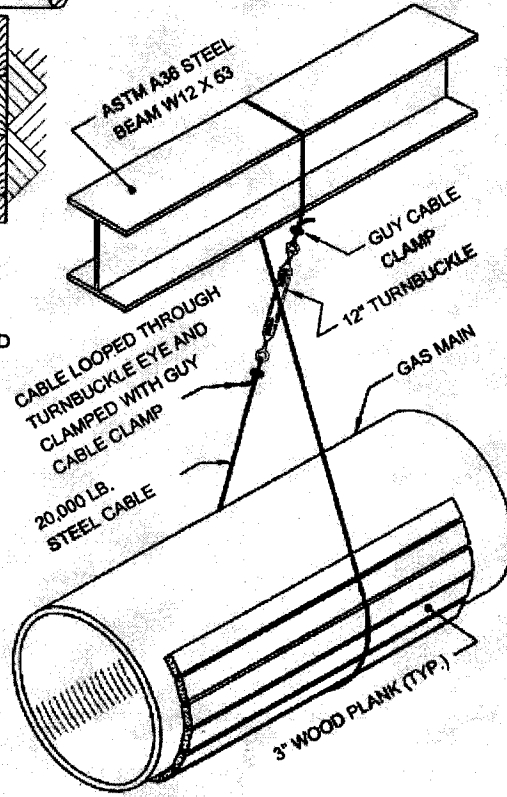
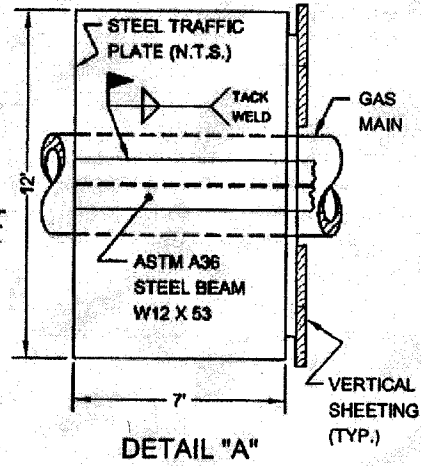
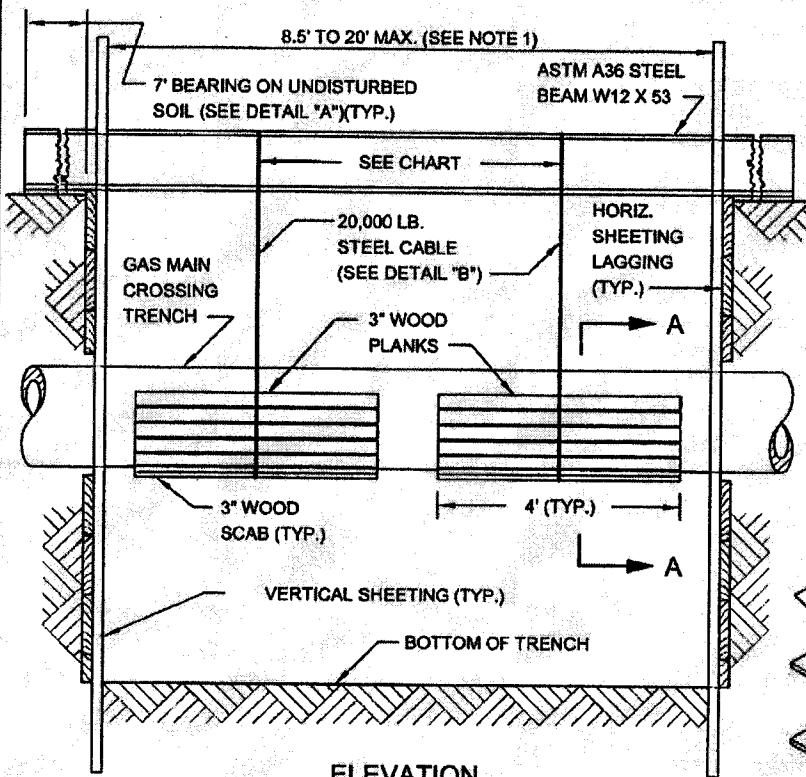


CABLE SUPPORT		TIMBER SUPPORT	
MAIN TYPE	SPACING	MAIN SIZE	TIMBER SIZE
CAST IRON	4' O.C. MAX.	UP TO 6"	6" X 6"
STEEL	10' O.C. MAX.	8" TO 10"	8" X 8"
PLASTIC	10' O.C. MAX.	12" TO 16"	10" X 10"

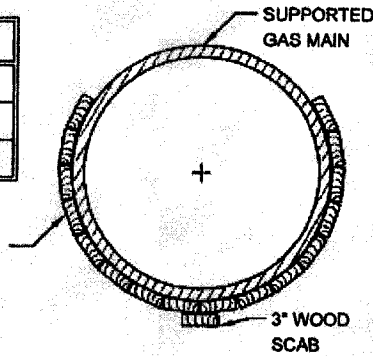
REVISED OCT. 2004 - L. AORREN  
 REVISED JUNE 1988 - J. WONG/T.W. PATLAK/NOF: RDY

# GAS COST SHARING WORK (SKETCH NO. 1A)

## SUPPORT REQUIREMENTS FOR GAS MAINS OVER 16" DIAMETER UP TO AND INCLUDING 48" DIAMETER CROSSING EXCAVATION AT ANY ANGLE



CABLE SUPPORT	
MAIN TYPE	SPACING
CAST IRON	4' O.C. MAX.
STEEL	10' O.C. MAX.

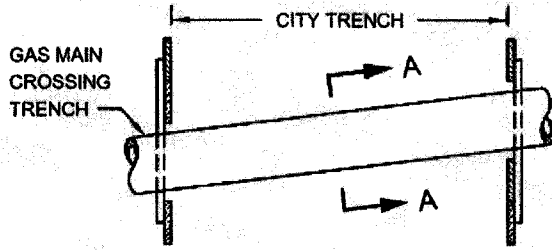


**NOTES:**

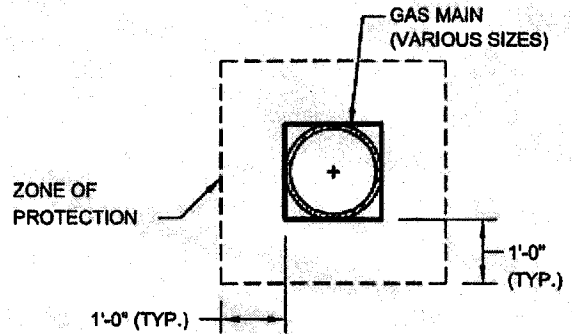
- (1) NO SUPPORT IS REQUIRED FOR GAS MAINS OVER 16" DIA. UP TO AND INCLUDING 48" DIA. CROSSING TRENCHES LESS THAN 8.5' WIDE.
- (2) UNDERMINE A MAXIMUM OF 8.5 L.F. OF CAST IRON GAS MAIN AT A TIME.
- (3) SET STEEL CABLE OVER 3" WOOD PROTECTIVE PLANKS AND PLACE AN ADDITIONAL 3" SCAB ON THE BOTTOM OF THE GAS MAIN.
- (4) ADJUST STEEL CABLE UNTIL DEAD WEIGHT OF THE UNDERMINED GAS MAIN HAS BEEN TAKEN UP BY THE OVERHEAD STEEL BEAM SUPPORT.
- (5) ALL SUPPORTS AND STEEL CABLES CAN BE REMOVED ONLY AFTER THE REQUIRED BACKFILL (AROUND AND BELOW GAS MAIN) HAS BEEN COMPACTED IN ACCORDANCE WITH NEW YORK CITY STANDARDS AND AT THE DIRECTIONS OF THE ENGINEER.

REVISION OCT. 2004 - J. ASHBY  
 REVISED JUNE 1988 - J. WONG / W. PATRICK / M. MOY

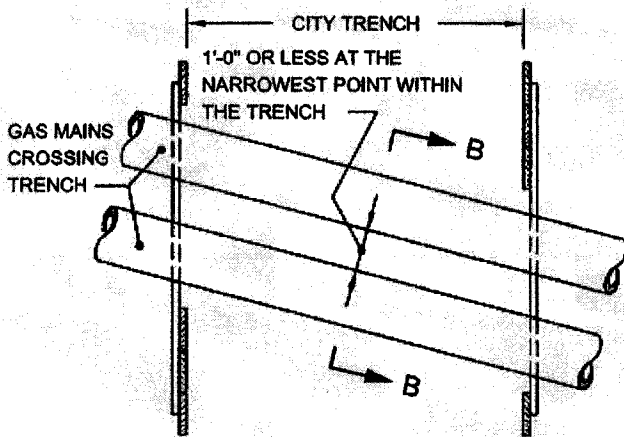
**GAS COST SHARING WORK (SKETCH NO. 2)**  
**TYPICAL METHODS OF MEASUREMENT FOR GAS CROSSINGS**



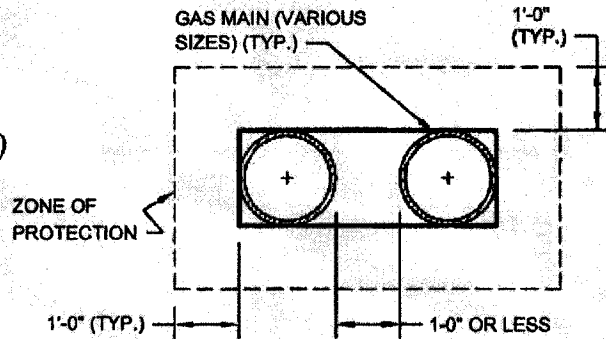
**SINGLE FACILITY CROSSING**



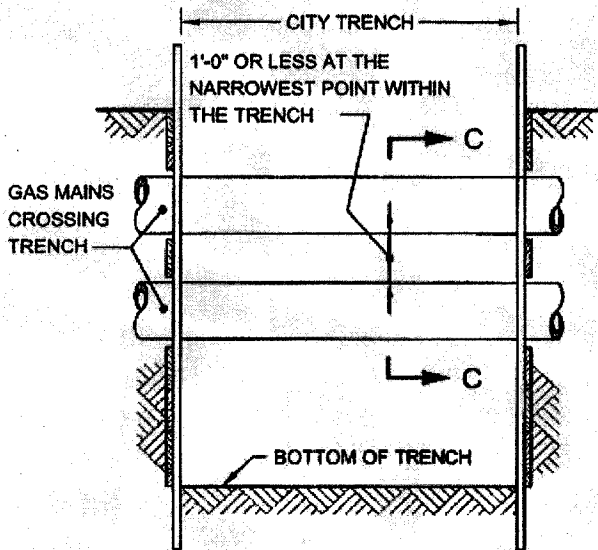
**SECTION A-A**



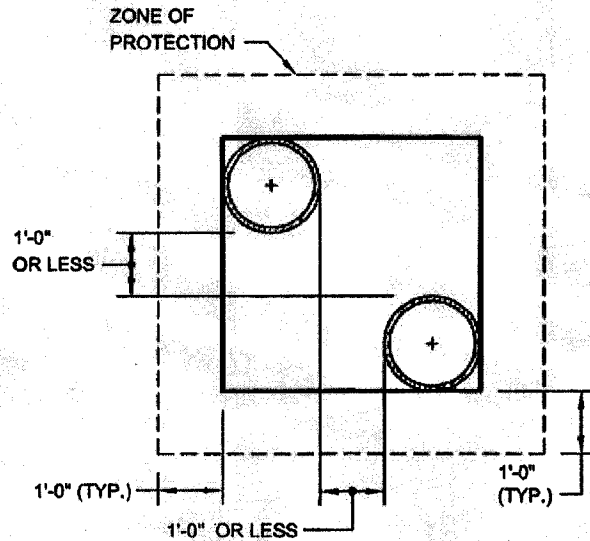
**MULTIPLE FACILITIES  
(GAS MAINS AT SAME ELEVATION)**



**SECTION B-B**



**MULTIPLE FACILITIES  
(ONE CROSSING AT DIFFERENT ELEVATIONS)**



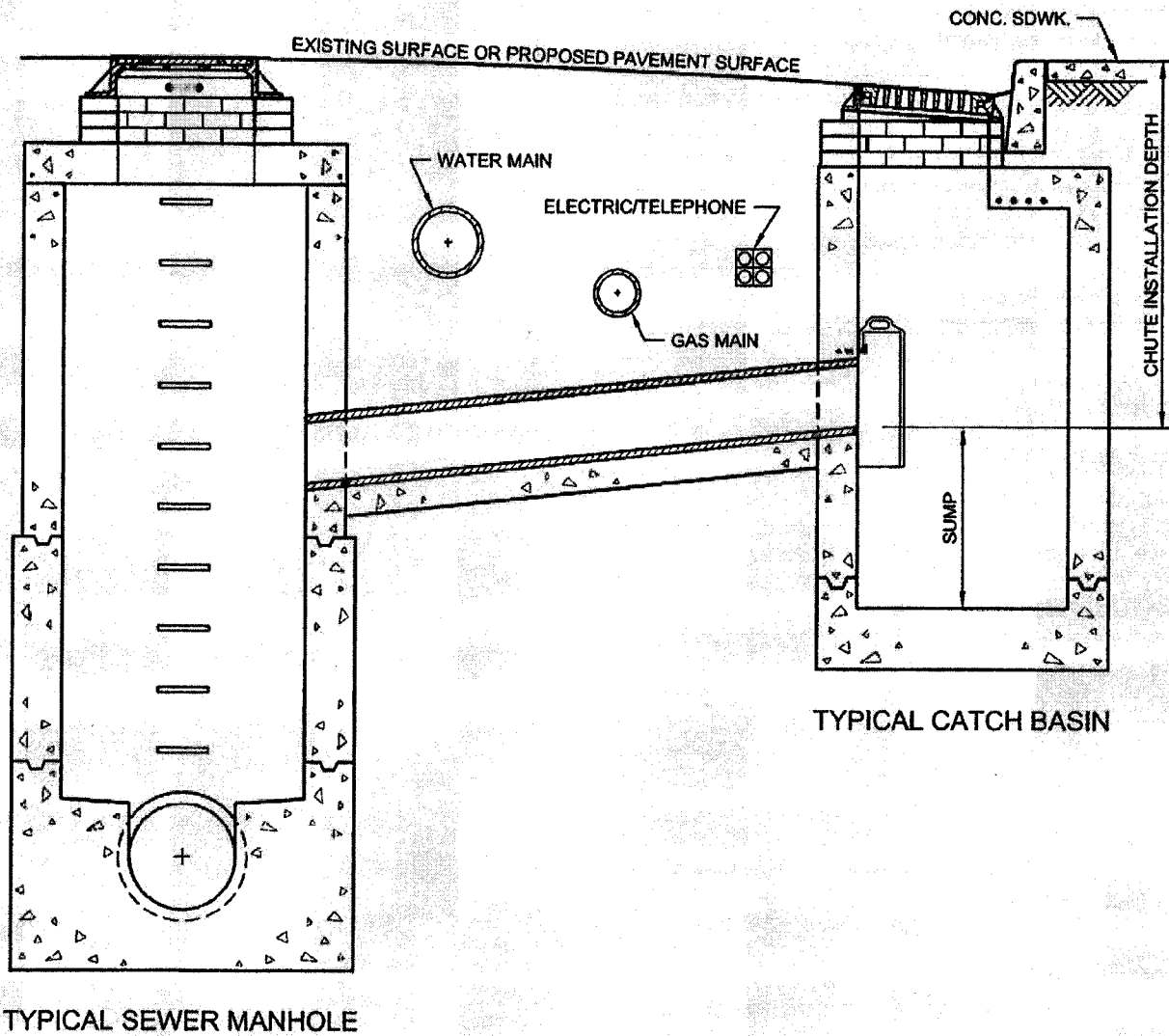
**SECTION C-C**

**NOTE:**

GAS MAINS MAY OR MAY NOT BE PARALLEL TO EACH OTHER.

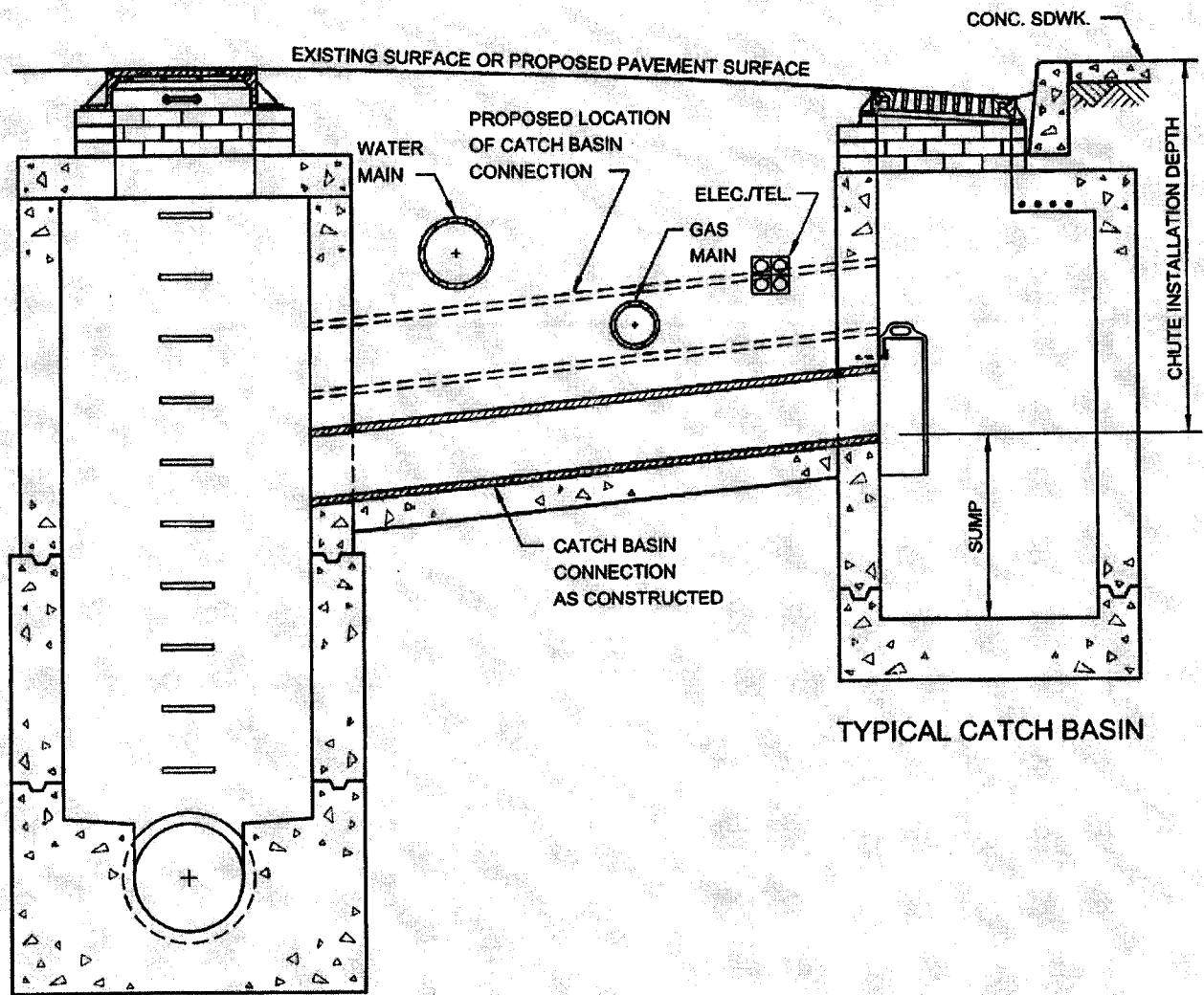
REVISED SEPT. 2004 - L. ADREN  
 REVISED SEPT. 2004 - J. WONGW, PATALANOP, MOY

GAS COST SHARING WORK (SKETCH NO. 3)  
UTILITY CROSSINGS DURING CATCH BASIN CHUTE  
CONNECTION PIPE INSTALLATION



REVISED OCT. 2004 - L. ADRIEN  
REVISED OCT. 1996 - J. WONG/M. PATALANOP, MOY

GAS COST SHARING WORK (SKETCH NO. 4)  
 UTILITY CROSSINGS DURING CATCH BASIN CHUTE  
 CONNECTION PIPE INSTALLATION (EXTRA DEPTH)

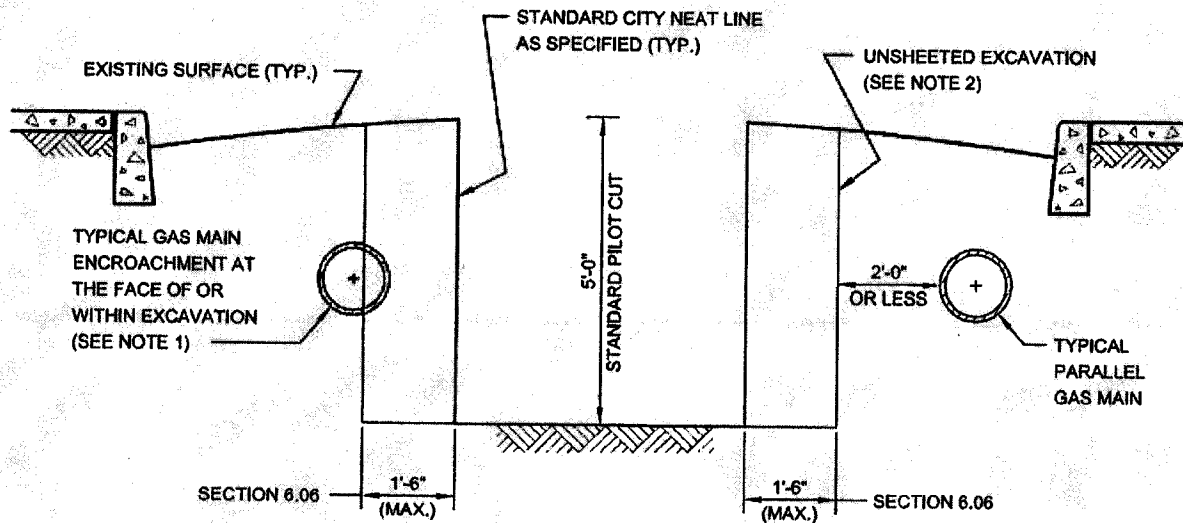


TYPICAL SEWER MANHOLE

TYPICAL CATCH BASIN

REVISED OCT. 2004 - J. ADRIEN  
 REVISED OCT. 1998 - J. WONGW. PATALANOP, MDY

**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 IS TO BE PERFORMED BY CITY CONTRACTOR.
- IF ADDITIONAL INFORMATION IS NEEDED REGARDING THE FACILITY OPERATOR RELOCATION WORK, THE CONTRACTOR IS ADVISED TO CONTACT THE GAS COMPANY REPRESENTATIVE:

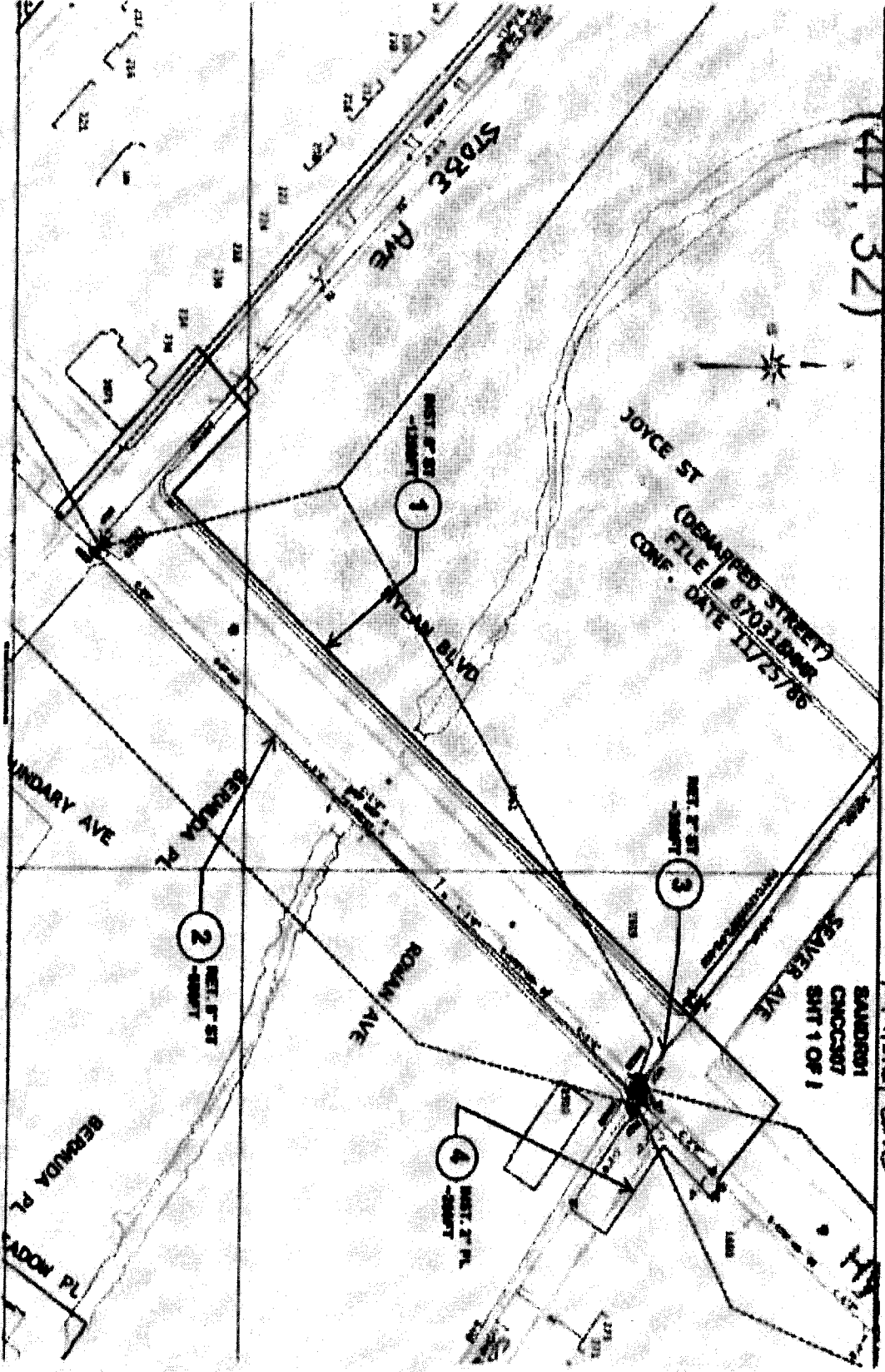
Neville Jacobs Jr.  
National Grid Energy Delivery  
287 Maspeth Avenue  
Brooklyn, NY 11211  
Tel.: 718-963-5612

(NO TEXT IN THIS AREA, TURN PAGE)

nationalgrid		SANDR01 GAS MAIN RETIREMENT					
SHEET#	ITEM#	ON STREET	SIZE	MATL	FOOTAGE	PRESSURE	REIMB
1	2	HYLAN BLVD	8"	ST	850	60#	YES
1	4	SEAVER AVE	2"	ST	350	60#	YES

nationalgrid		SANDR01 GAS MAIN INSTALLATION					
SHEET#	ITEM#	ON STREET	SIZE	MATL	FOOTAGE	PRESSURE	REIMB
1	1	HYLAN BLVD	8"	ST	1200	60#	YES
1	4	SEAVR AVE	2"	PE	200	60#	YES

(44, 32)



**VI - LISTING OF APPROXIMATE LOCATIONS OF EP-7 BID  
ITEMS QUANTITIES**

(NO TEXT IN THIS AREA, TURN PAGE)

**SCOPE OF WORK  
SUPPORT AND PROTECTION  
FOR CONTRACT NUMBER SANDR01**

The City of New York Department of Design and Construction is planning to install sewers and/or water mains and all appurtenances in various locations in The City of New York along with all work incidental thereto.

- 6.01.1 - Gas Main Crossing Sewer Up To 24" In Diameter (Ea.)**  
1 in Stobe Ave. @ Hyland Blvd.
- 6.01.7t - Gas Main Crossing 8'-0"W x 4'-0"H Top Reinforced Concrete Storm Sewer (Ea.)**  
1 in Hyland Blvd. Bet Seaver Ave. & Stobe Ave.
- 6.01.8 - Gas Services Crossing Trenches And/Or Excavations (Ea.)**  
3 in Hyland Blvd. Bet Seaver Ave. & Stobe Ave.
- 6.01.9 - Gas Main Crossing Water Main Up To 20" In Diameter (Ea.)**  
3 in Hyland Blvd.
- 6.01.10 - Gas Main Crossing Water Main 24" Thru 30" In Diameter (Ea.)**  
1 in Hyland Blvd.
- 6.03 - Removal Of Abandoned Gas Facilities. All Sizes (L.F.)**  
800 in Various Locations As Required
- 6.03.1 - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For National Grid Work Only) (L.F.)**  
200 in Various Locations As Required
- 6.04 - Adjust Hardware To Grade Using Spacer Rings / Adaptor (Street Repaving) (Ea.)**  
2 in Various Locations As Required
- 6.05 - Adjust Hardware To Grade By Resetting (Road Reconstruction) (Ea.)**  
2 in Various Locations As Required
- 6.06 - Special Care Excavation & Backfilling (C.Y.)**  
200 CY In Various Locations As Required, Including But Not Limited To All Gas Services Crossing Unsheeted Water Main Trenches.
- 6.07 - Test Pits For Gas Facilities (C.Y.)**  
20 in Various Locations As Required.

**HAZ - PAGES**

**SPECIFICATIONS FOR HANDLING,  
TRANSPORTATION AND DISPOSAL  
OF NONHAZARDOUS AND POTENTIALLY  
HAZARDOUS CONTAMINATED MATERIALS**

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**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.

**SPECIFICATIONS FOR  
HANDLING, TRANSPORTATION, AND DISPOSAL  
OF POTENTIAL AND IDENTIFIED  
CONTAMINATED AND HAZARDOUS MATERIALS**

**RECONSTRUCTION OF Hylan Boulevard Streetscape Improvements from Seaver  
Avenue to Stobe Avenue**

**BOROUGH OF STATEN ISLAND  
CITY OF NEW YORK**

**Capital Project ID: SANDR01**

**Prepared By:**



**30-30 Thomson Avenue  
Long Island City, New York 11101**

**December 28, 2018**



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## ITEM 8.01 C1 HANDLING, TRANSPORTING, AND DISPOSAL OF NON-HAZARDOUS, CONTAMINATED SOILS

### 8.01 C1.1 WORK TO INCLUDE

#### A. General

This work will consist of the handling, transportation, and disposal of contaminated soils. The materials covered by this specification are soils that are contaminated with petroleum or chemical products but cannot be classified as hazardous waste. For the purpose of this specification, soil will be defined as any material excavated below the pavement (concrete and/or asphalt) and pavement base (concrete and/or asphalt).

Soil to be excavated can be classified as non-contaminated, contaminated, or hazardous soil. Non-contaminated soils are defined as soils not exhibiting any of the following characteristics.

- Exceedances of New York State Department of Environmental Conservation (NYSDEC) Part 375-6 Restricted Commercial Soil Cleanup Objectives (SCOs) for street work, Restricted Residential SCOs for work areas in parkland, or Residential SCOs for housing projects.
- Elevated Photo-Ionization Detector (PID) readings, subsequently confirmed by laboratory analysis and showed exceedances of applicable SCOs.
- Visual evidence of contamination, such as the presence of staining, discoloration.
- Petroleum and/or chemical odors, subsequently confirmed by laboratory analysis and showed exceedances of applicable SCOs.
- Physical evidence of coal ash, municipal solid waste, construction and demolition debris, or dredged spoils.

Contaminated soils are defined as soils exhibiting one or more of the above characteristics. Contaminated soils must be handled, transported, and disposed of in accordance with the specifications for Item 8.01 C1 – Handling, Transporting, and Disposal of Non-Hazardous Contaminated Soils.

Hazardous soils are defined as soils showing exceedances of Toxicity Characteristic Leaching Procedure (TCLP) Regulatory Levels for Hazardous Waste published in Resource Conservation and Recovery Act (RCRA), 6 New York Codes, Rules, and Regulations (NYCRR) Part 371, or 40 Code of Federal Regulations (CFR) Section 261. Hazardous soils must be handled, transported, and disposed of in accordance with the specifications of this section.

This entire specification 8.01 covers the handling, transportation, and disposal of contaminated soils and hazardous soils only. Non-contaminated soil can be reused at the project site, provided it meets other contract requirements. Excess non-contaminated soil becomes the property of the Contractor.

The Contractor must ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of contaminated soils are in compliance with all applicable Federal, State, and City statutes and regulations.

The Contractor must supply all equipment, material and labor required to conduct the specified work of this Item. The Contractor must document the excavation, handling, transportation and disposal of contaminated soils.

B. Request for Approval of Subcontractors

A subcontractor/subconsultant, such as the independent Environmental Consultant and the waste hauler, is not permitted to start work until approved by the Engineer. If the Contractor performs work using a subcontractor/subconsultant prior to approval, the Contractor will not be paid for the work performed by that subcontractor/subconsultant and the Contractor may be subject to sanctions including, but not limited to, initiation of default proceedings.

The Contractor must submit a completed original Request for Approval of Subcontractors (RFAS) form and all required documents, such as legal identity, project reference list, Corporate Health and Safety Plan (HASP), waste transporter permits, Occupational Safety and Health Administration (OSHA) 10 certification, Hazardous Waste and Emergency Response (HAZWOPER) certification, etc., to the Engineer at least 30 days prior to the scheduled subcontract work start date. The Engineer must then submit the original RFAS to DDC Safety and Site Support, Office of Environmental and Geotechnical Services (OEGS) for review and approval. If the RFAS is denied by OEGS, OEGS will issue the final denial and return the original RFAS to the Engineer. If the RFAS is approved by OEGS, OEGS will forward the original RFAS package and an approval memo to the DDC ACCO for further review and approval. The ACCO's Vendor Integrity Unit and Office of Contract Opportunity (OCO) will review the subcontractor/subconsultant's overall business integrity and compliance with Vendor Exchange System (VENDEX), Executive Order 50, Local Law 1, and Minority- and Women-Owned Business Enterprise/ Disadvantaged Business Enterprise (MWBE/DBE) participation as per the contract. ACCO will issue the final Approval or Denial. The original RFAS will be returned to the Engineer, who will subsequently notify and return the original RFAS to the Contractor.

C. Independent Environmental Consultant

The Contractor must retain an independent Environmental Consultant to obtain all permits, prepare the plans required in the specification 8.01, and perform all field screening, sampling, air monitoring, and other health and safety services. The independent Environmental Consultant must be approved under the RFAS process and must demonstrate the minimum requirements as set forth below:

1. The independent Environmental Consultant project supervisor on site and other designated key personnel must have a minimum of three (3) years of experience in the environmental field dealing with issues associated with contaminated soils. Such experience must include oversight on environmental, specifically volatile organic compounds and dust monitoring services as a routine part of its daily operations.
2. The independent Environmental Consultant must be experienced in work of similar nature, size, and complexity and must have previous experience in working with DDC.
3. The independent Environmental Consultant must furnish a project listing identifying the location, nature of services provided, owner, owner's contact, contact's working telephone number, project duration and value for at least five (5) projects within the last 3 years.

D. Sampling and Analysis

Prior to the performance of soil sampling, the Contractor will submit a Field Sampling Plan (FSP). Soil sampling must not be conducted until OEGS has approved the FSP. The Contractor must conduct sampling and analysis of the impacted soils as specified under Item 8.01 C2 – In-Situ and Ex-Situ Soil Sampling and Analysis for Waste Disposal Parameters. The laboratory results must be forwarded to OEGS for review to determine if the soils would be handled and disposed of as contaminated soils or hazardous soils.

E. Material Handling Plan

At least 45 days prior to the commencement of work, the Contractor must submit to the OEGS for review a Material Handling Plan (MHP). The MHP must be approved by the OEGS prior to the Contractor beginning any soil excavation work. The MHP must, at a minimum, consist of:

1. The Contractor's procedures for identifying contaminated soils during excavation, including the specific model and manufacturer of intended organic vapor monitoring equipment and calibration procedures to be used. It should also include the training and experience of the personnel who will operate the equipment.
2. The Contractor's procedures for safely handling contaminated soils. The procedures must include personnel safety and health as well as environmental protection considerations.
3. For the proposed laboratory for analysis of representative soil samples, provide the following: (a) name, (b) address, (c) telephone number, and (d) New York State Department of Health's (NYSDOH) Environmental Laboratories Accreditation Program (ELAP) status.
4. Identification of the Contractor's proposed waste transporter(s) (hauler). This information must include:
  1. Name and Waste Transporter Permit Number
  2. Address
  3. Name of responsible contact for the waste transporter
  4. Telephone number for the contact
  5. All necessary permit authorizations for each type of waste transported
  6. Previous experience in performing the type of work specified herein
5. The name and location of the facility where an off-site scale is located. The Contractor must outline the procedures on controlling trucks leaving the work site and en-route to the off-site scale.
6. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures may include, but are not limited to, agreements from the intended disposal facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility.
7. A backup facility must be provided, should the staging/stockpile areas become unavailable, insufficient in area or presented by some other unforeseen difficulty.
8. Identification of the Contractor's two proposed Treatment Storage or Disposal (TSD) facilities for contaminated soils (primary and back-up) for final disposal of the soils. Both primary and backup TSD facilities must be currently state-licensed disposal facilities approved to receive contaminated soil. The information required for each facility must include:
  - a. General Information
    1. Facility name and the State identification number
    2. Facility location
    3. Name of responsible contact for the facility

4. Telephone number for contact
5. Signed letter of agreement to accept waste as specified in this contract. The letter must indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed necessary.
6. Unit of measure utilized at disposal facility for costing purposes
  - b. A listing of all permits, licenses, letters of approval, and other authorizations to operate, which are currently held and valid for the proposed facility.
  - c. A listing of all permits, licenses, letters of approval, and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued.
  - d. The Contractor must specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste. The Contractor must identify the capacity available in the units and the capacity reserved for the subject waste.
  - e. The Contractor must provide the date of the proposed facility's last compliance inspection.
  - f. A list of all active (unresolved) compliance orders (or agreements), enforcement notices, or notices of violations issued to the proposed facility must be provided. The source and nature of the cause of violation must be stated, if known.
9. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

#### **8.01 C1.2 MATERIALS**

- A. The Contractor must provide containers as specified in the United State Department of Transportation (USDOT) regulations.
- B. The Contractor must provide polyethylene sheeting, which is to be placed under (20 mil. thickness minimum) and over (10 mil. thickness minimum) soil piles.
- C. The Contractor must assure that the waste transporter's appropriate choice of vehicles and operating practices are fitted to prevent spillage or leakage of contaminated material during transportation.
- D. The Contractor must provide, install, and maintain any temporary stockpiling or loading facilities on site as required until completion of material handling activities. The location and design of any such facilities must be included in the MHP.

#### **8.01 C1.3 CONSTRUCTION DETAILS**

##### **A. Material Handling**

1. Immediately after excavation of non-hazardous contaminated soil the Contractor must:
  - a. Load material directly onto trucks/tankers/roll offs for disposal off site; or
  - b. If interim stockpiling is required, place contaminated soil on a minimum of 20 mil. polyethylene sheeting and cover it securely by minimum of 10 mil. polyethylene

sheeting to protect against cross contamination, airborne dust, leaching or runoff of contaminants into the subsurface, groundwater, or stormwater. Weight or secure the sheeting by appropriate means and seal seams as approved by the DDC to prevent tearing or removal by wind or weather. Grade surrounding surface to provide for positive drainage away from pile. Each stockpile must not exceed 500 cubic yards. Contaminated soils must be stockpiled separately from uncontaminated and hazardous soil at an off-site location approved by DDC or secured on-site by the Contractor, meeting all required Federal, State and Local stipulations. Stockpiles must be at least 800 feet away from any sensitive receptors, such as schools, daycare center, hospitals, nursing homes, etc., and at least 100 feet away from any water body.

2. Institute appropriate procedures and security measures to ensure the protection of site personnel and the public from contaminated materials as described in the approved MHP, Site HASP, and Item 8.01 S - Health and Safety.
3. Any soil encountered that appears to contain unknown contaminants (based on visual, odor, or other observation), or that vary substantially from the material originally identified must be segregated in stockpiles and the independent Environmental Consultant promptly notified to collect soil samples for analysis. Construct stockpiles to the same requirements as stated in subsection (A)(1)(b) above.
4. Provide any dewatering that is necessary to complete the work. Contaminated water must be disposed of in accordance with Item 8.01 W1 - Removal, Treatment and Discharge/Disposal of Contaminated Water.
5. Provide and operate field organic vapor test equipment, a photoionization detector (PID) or a flame ionization detector (FID), to detect general organic vapor levels at intervals of approximately 50 cubic yards of soil excavated, when visual or odor observations indicate the material may substantially differ from the soil previously excavated and/or as directed by the independent Environmental Consultant.

B. Off-Site Transportation to Disposal Facility

1. General

- a. The Contractor must furnish all labor, equipment, supplies and incidental costs required to transport contaminated material from the work area to the off-site disposal facility, and any other items and services required for transporting contaminated material for disposal at an off-site facility.
- b. The Contractor will be responsible for tracking all materials and vehicles from the site to the off-site scale.
- c. The Contractor must submit to the Engineer the certified tare and gross weight slips for each load received at the accepted facility which must be attached to each returned manifest. These documents must be maintained and kept with project field records.
- d. Contaminated soils must be delivered to the disposal or treatment facility within 30 calendar days after excavation.
- e. The Contractor must coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule.
- f. The Contractor must inspect all vehicles leaving the project site to ensure that contaminated soils adhering to the wheels or undercarriage are removed prior to the vehicle leaving the site.

- g. The Contractor must obtain letters of commitment from the waste haulers and the TSD facility to haul and accept shipments.
  - h. The Contractor must provide waste profile forms to OEGS for review and approval before transporting contaminated soil to the approved TSD facility.
2. Hauling
- a. The Contractor must coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities must be measured and recorded upon arrival at the disposal facility. If any deviation between the two (2) records occurs, the matter is to be reported immediately to the Engineer and to be resolved by the Contractor to the satisfaction of the Engineer.
  - b. The Contractor will be held responsible, at its own cost for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site.
  - c. The Contractor must ensure that trucks are protected against contamination by properly covering and lining them with polyethylene sheeting or by decontaminating them prior to and between acceptances of loads. Trucks with loaded contaminated soil must be covered securely with tarps before leaving the project site to prevent generation of airborne dust during hauling.
  - d. The Contractor will be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.
  - e. The Contractor must only use the transporter(s) identified in the approved MHP for the performance of work. A revised MHP or an addendum to the original approved MHP must be submitted to OEGS for review and approval at no additional cost to the City for any use of substitute or additional transporters.
  - f. The Contractor must develop, document, and implement a policy for accident prevention.
  - g. The Contractor must not combine contaminated materials from other projects with material from this project.
  - h. No material will be transported until approval by the Engineer is obtained.
3. Off-Site Disposal
- a. The Contractor must use only the disposal facility(ies) identified in the approved MHP for the performance of the work. A revised MHP or an addendum to the original approved MHP must be submitted to OEGS for review and approval at no additional cost to the City for any use of substitutions or additions of disposal facility.
  - b. The Contractor must be responsible for acceptance of the materials at an approved facility, for ensuring that the facility is properly permitted to accept the stated materials, and for ensuring that the facility provides the stated treatment and/or disposal services.
  - c. The City reserves the right to contact and visit the TSD facility and regulatory agencies to verify the agreement to accept the stated materials and to verify any other information provided.
  - d. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The alternate facility(ies) must be approved in writing by the Engineer in the same

manner and with the same requirements as for the original facility(ies). This must be done at no extra cost or delay to the City.

- e. The Contractor must obtain manifest forms, and complete the shipment manifest records required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight. Copies of each manifest must be submitted to the Engineer within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. The signed manifests must be maintained and kept with the project field records. Any manifest discrepancies must be reported immediately to the Engineer and be resolved by the Contractor to the satisfaction of the Engineer.

4. Equipment and Vehicle Decontamination

- a. The Contractor must design and construct a portable decontamination station to be used to decontaminate equipment and vehicles that have been used to handle contaminated soil. The cost for this work will be paid under Item 8.01 S - Health and Safety.
- b. Water generated during the decontamination process must be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

**8.01 C1.4 METHOD OF MEASUREMENT**

Quantities for contaminated soils will be measured in tons. The tonnage will be determined by off-site truck scales, as per Subsection 8.01 C1(3)(B)(1), that are capable of generating load tickets.

**8.01 C1.5 PRICE TO COVER**

- A. The unit bid price per ton for Item 8.01 C1 must include the cost of furnishing all labor, materials, equipment, plan, and insurance for excavation, handling, transportation, disposal, documentation, fees, permits, loading, stockpiling, hauling, and any other incidentals necessary to complete all the work as specified herein for handling, transporting, and disposal of non-hazardous contaminated soil.
- B. Final disposal of hazardous soil will be paid for under Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soils. Disposal of decontamination water will be paid for under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
- C. Backfill will be paid for under its respective item as specified in the contract document.
- D. The independent Environmental Consultant will be paid under Item 8.01 S – Health and Safety.

*Payment will be made under:*

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 C1	Handling, Transporting, and Disposal of Non-Hazardous Contaminated Soil	Tons



**ITEM 8.01 C2 IN-SITU AND EX-SITU SOIL SAMPLING AND  
ANALYSIS FOR WASTE DISPOSAL PARAMETERS**

**8.01 C2.1 WORK TO INCLUDE**

**A. Description**

The work will consist of collecting and analyzing representative samples of soil to be excavated in-situ and/or ex-situ from stockpiles for parameters typically requested by the disposal facilities to determine if the soil to be excavated is suitable for reuse, or to be hauled off-site for disposal purposes as contaminated and/or hazardous soil.

**B. Sampling and Laboratory Analysis**

1. At least forty-five (45) days prior to the commencement of work, the Contractor's independent Environmental Consultant must submit an FSP and an Investigation Health and Safety Plan (Investigation HASP) to OEGS for review and approval, prior to conducting the field sampling. The FSP must include, at a minimum, the following information:
  - a. Project information
  - b. Description of sample collection methodology for soil to be excavated and soil which appears to contain unknown contaminants based on field observation
  - c. Type of analyses
  - d. Sample preservation and handling
  - e. Training and experience of the personnel who will collect the samples
  - f. Equipment Decontamination
  - g. Analytical laboratory's name, address, New York State Department of Health's ELAP certification number, and telephone number
  - h. Map of the project area
  - i. Sample location plan
  - j. Chain of Custody

The Investigation HASP must identify actual and potential hazards associated with planned sampling field activities and stipulate appropriate health and safety procedures, so as to minimize field personnel exposures to physical, biological, and chemical hazards that may be present in the sampling media. The Investigation HASP must include, at a minimum, the following information:

- a. Project information
- b. Description of work to be performed
- c. Names of responsible health and safety personnel
- d. Worker training
- e. Job hazard analysis
- f. Confined Space Entry Plan (if applicable)
- g. Personal monitoring (if applicable)
- h. Community Air Monitoring Plan (CAMP, if applicable)

- i. Personnel Protection Equipment (PPE)
  - j. Decontamination
  - k. Safety rules
  - l. Spill prevention and control, dust control, vapor/odor suppression procedures
  - m. Identification of nearest hospital and route
  - n. Emergency Incident Reporting
2. The Contractor's Environmental Consultant must collect one (1) grab and one (1) composite sample per 500 cubic yards of soil to be excavated in-situ and/or ex-situ from stockpiles. Sample locations must be placed throughout along the project area. For in-situ sampling, each grab soil sample must be collected from either the 6-inch interval above the water table (when encountered) or the 6-inch interval above the bottom of the proposed excavation depth (where recovery allowed), or from the 6-inch interval showing the highest potential for contamination based on field observation. For composite soil sampling, grid sampling must be performed for projects with excavation depth deeper than six (6) feet below grade. Each composite sample must consist of five (5) grab samples collected from various intervals along the depth of excavation at each sampling location. For stockpiled soils, each composite sample must consist of five (5) grab samples collected from various depths within each soil stockpile, at least two feet below the soil surface. For drummed soil, one (1) composite sample per 10 drums must be collected. Each composite soil sample must consist of one (1) grab sample from each of the 10 drums.
  3. The quality of the data from the sampling program is the Contractor's responsibility. The Contractor must furnish all qualified personnel, materials, equipment and instruments necessary to carry out the sampling. Unless directed otherwise, all sampling procedures must follow the NYSDEC sampling guidelines and protocols. All sampling must be conducted by a qualified person trained in sampling protocols using standard accepted practices for obtaining representative samples.
  4. Each grab and composite sample must be analyzed for all parameters required by disposal facilities accepting contaminated and hazardous soil.
  5. All sample containers must be marked and identified with legible sample labels, which must indicate the project name, sample location and/or container, the sample number, the date and time of sampling, preservatives utilized and other information that may be useful in determining the character of the sample. Chain-of-custody must be tracked from laboratory issuance of sample containers through laboratory receipt of the samples.
  6. The Contractor must maintain a bound sample logbook. The Contractor must provide the Engineer access to it at all times and must turn it over to the Engineer in good condition at the completion of the work. The following information, at a minimum, must be recorded to the log:
    - a. Sample identification number
    - b. Sample location
    - c. Field observation
    - d. Sample type
    - e. Analyses
    - f. Date/time of collection
    - g. Collector's name

- h. Sample procedures and equipment utilized
  - i. Date sent to laboratory and name of laboratory
7. The City reserves the right to direct the Contractor to conduct alternative sampling in lieu of the parameters described in subsection 8.01 C2(1)(B)(4), if the situation warrants. The substitute sampling parameters will be of equal or lesser monetary value than those described in subsection 8.01 C2(1)(B)(4), as determined by industry laboratory pricing standards.
  8. Only dedicated sampling equipment may be used to collect these samples. All equipment involved in field sampling must be decontaminated before being brought to the sampling location, and must be properly disposed after use.
  9. The Contractor's Environmental Consultant must prepare a Field Sampling Result Report (FSSR), tabulate the analytical results, and compare the data to the applicable NYSDEC Part 375.6 Soil Cleanup Objectives, and TCLP for Hazardous Waste published in RCRA and 6 NYCRR Part 371, or 40 CFR Section 261. If the soil is to be disposed of in a disposal facility outside of the State of New York, the soil sampling data must also be compared to the applicable regulatory criteria established by the state in which the disposal facility is located. The FSSR, with the tabulated tables and laboratory analytical data, must be submitted to OEGS for review and approval prior to any soil reuse or disposal activities.
  10. Soils exceeding any of the hazardous characteristic criteria meet the legal definition of hazardous soils (rather than non-hazardous contaminated soils) and must be transported or disposed of under Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soils. All analyses must be done by a laboratory that has received approval from the ELAP for the methods to be used. The Contractor must specify the laboratory in the MHP.
  11. The Contractor must contact the disposal facility where the waste will be sent for permanent disposal, and arrange to collect any additional samples required by the facility. The cost associated with additional sampling and testing must be included in the bid price of this Item.

**8.01 C2.2 METHOD OF MEASUREMENT**

Quantities for samples must be measured as the number of sets of samples that are tested. A set will be defined as one (1) grab and one (1) composite samples per 500 cubic yards to be analyzed for the full range of parameters as specified in subsection 8.01 C2(1)(B)(4).

**8.01 C2.3 PRICE TO COVER**

The unit price bid per set for Item 8.01 C2 will include the cost of furnishing all labor, materials, equipment, plan, and insurance necessary for sampling, handling, transporting, testing, documentation, fees, permits, and any other incidentals necessary to complete the work as specified herein for in-situ and ex-situ soil sampling and analysis for waste disposal parameters.

*Payment will be made under:*

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 C2	In-Situ and Ex-Situ Soil Sampling and Analysis for Waste Disposal Parameters	Set

## ITEM 8.01 H HANDLING, TRANSPORTING, AND DISPOSAL OF HAZARDOUS SOILS

### 8.01 H.1 WORK TO INCLUDE

#### A. General

This work will consist of the handling, transportation, and disposal of hazardous soils, which are defined as soils showing exceedances of TCLP for Hazardous Waste published in RCRA, 6 NYCRR Part 371, or 40 CFR Section 261. Hazardous soil can also be contaminated soils, as defined in Item 8.01 C1, but must be handled, transported, and disposed of as hazardous soil under Item 8.01 H, in accordance with the specifications herein. For the purpose of this specification, soils will be defined as any materials excavated below the pavement and base for pavement.

The Contractor must ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of hazardous materials are in compliance with the applicable Federal, State, and Local statutes and regulations. The Contractor must supply all equipment, material and labor required to conduct the specified work under this section.

The Contractor must document the excavation, handling, sampling, and testing, transportation, and disposal of hazardous soils. The City must be listed in the disposal documents as the waste generator.

The Contractor must decontaminate all equipment prior to its removal from the exclusion zone and/or following contact with hazardous materials, as detailed in Item 8.01 S - Health and Safety. Water generated during the decontamination process must be disposed of under Item 8.01 W1 - Removal, Treatment and Discharge/Disposal of Contaminated Water.

The Contractor must retain an independent Environmental Consultant, meeting the requirements specified in Section 8.01 C1. The independent Environmental Consultant must conduct sampling for laboratory analysis of soil to be excavated to determine whether the soil is contaminated and/or hazardous.

All work under Item 8.01 H must be performed under the direct supervision of the Contractor's Environmental Consultant, as approved by the OEGS.

#### B. Material Handling Plan:

At least 45 days prior to the commencement of work, the Contractor must submit to the OEGS for review a MHP. The MHP must be approved by the OEGS prior to the Contractor beginning any soil excavation work. The MHP must, at a minimum, consist of:

1. The Contractor's procedures for identifying hazardous soils during excavation, including the specific model and manufacturer of intended organic vapor monitoring equipment and calibration procedures to be used. It should also include the training and experience of the personnel who will operate the equipment.
2. The Contractor's procedures for safely handling hazardous soils or soils which have not yet been tested but are believed to be potentially hazardous. The procedures must include personnel safety and health as well as environmental protection considerations.
3. Name, address, NYSDOH ELAP status and telephone number of the proposed laboratory for analysis of representative soil samples.
4. Identification of the Contractor's proposed waste transporter(s). This information must include:
  1. Name and Waste Transporter Permit Number
  2. Address
  3. Name of responsible contact for the waste transporter

4. Telephone number for the contact
5. All necessary permit authorizations for each type of waste transported
6. Previous experience in performing the type of work specified herein
5. The name and location of the facility where an off-site scale is located. The Contractor must outline the procedures on controlling trucks leaving the work site and en-route to the off-site scale.
6. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures may include, but are not limited to, agreements from the intended disposal facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility.
7. A backup facility must be provided, should the staging/stockpile areas become unavailable, insufficient in area or not be present by some other unforeseen difficulty.
8. Identification of the Contractor's two proposed Treatment Storage or Disposal (TSD) facilities for hazardous soils (primary and back-up) for final disposal of the hazardous soils. Both primary and backup TSD facilities must be currently USEPA or State-approved RCRA TSD facilities for hazardous soils. The information required for each facility must include:
  - a. General Information
    - (1) Facility name and the USEPA identification number
    - (2) Facility location
    - (3) Name of responsible contact for the facility
    - (4) Telephone number for contact
    - (5) Signed letter of agreement to accept waste as specified in this contract. The letter must indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed necessary.
    - (6) Unit of measure utilized at disposal facility for costing purposes.
    - (7) Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.
  - 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.

### 8.01 H.2 MATERIALS

- A. The Contractor must provide containers as specified in the USDOT regulations.
- B. The Contractor must provide polyethylene sheeting, which is to be placed under (20 mil. thickness minimum) and over (10 mil. thickness minimum) soil piles.
- C. The Contractor must assure that the waste transporter's appropriate choice of vehicles and operating practices are fitted to prevent spillage or leakage of contaminated material during transportation.
- D. The Contractor must provide, install, and maintain any temporary stockpiling or loading facilities on site as required until completion of material handling activities. The location and design of any such facilities must be included in the MHP.

### 8.01 H.3 CONSTRUCTION DETAILS

#### A. Material Handling

1. Immediately after excavation of hazardous soil the Contractor must:
  - a. Load material directly onto drums/trucks/tankers/roll offs for disposal off site. Containers must be labeled as hazardous soil while being held for disposal; or
  - b. If interim stockpiling is required, place hazardous soil on a minimum of 20 mil. polyethylene sheeting and cover it securely by minimum of 10 mil. polyethylene sheeting to protect against cross contamination, airborne dust, leaching or runoff of contaminants into the subsurface, groundwater, or stormwater. Weight or secure the sheeting by appropriate means and seal seams as approved by the Engineer to prevent tearing or removal by wind or weather. Grade surrounding surface to provide for positive drainage away from pile. Each stockpile must not exceed 500 cubic yards. Hazardous soils must be stockpiled separately from uncontaminated and contaminated soil at an off-site location approved by the Engineer or secured on-site by the Contractor, meeting all required Federal, State and Local stipulations. Stockpiles must be labelled as hazardous soil and situated at least 800 feet away from any sensitive receptors, such as schools, daycare center, hospitals, nursing homes, etc., and at least 100 feet away from any water body.
2. Institute appropriate procedures and security measures to ensure the protection of site personnel and the protection of the public from hazardous soils as described in the approved MHP, Site HASP, and Item 8.01 S - Health and Safety.
3. Any soil encountered that appears to contain unknown contaminants (based on visual, odor, or other observation), or that vary substantially from the material originally identified must be segregated in stockpiles and the independent Environmental Consultant promptly notified to collect soil samples for analysis. Construct stockpiles to the same requirements as stated in subsection (A)(1)(b) above.
4. Provide any dewatering that is necessary to complete the work. Contaminated water must be disposed of in accordance with Item 8.01 W1 - Removal, Treatment and Discharge/Disposal of Contaminated Water.

5. Provide and operate field organic vapor test equipment, a PID or a FID, to detect general organic vapor levels at intervals of approximately 50 cubic yards of soil excavated, when visual or odor observations indicate the material may substantially differ from the soil previously excavated and/or as directed by the independent Environmental Consultant.

C. Off-Site Transportation to Disposal Facility

1. General

- a. The Contractor must furnish all labor, equipment, supplies and incidental costs required to transport contaminated material from the work area to the off-site disposal facility, and any other items and services required for transporting hazardous material for disposal at an off-site facility.
- b. The Contractor is responsible for obtaining the USEPA hazardous waste generator identification number for the City. The application must be submitted to OEGS for review and approval prior to submission to USEPA. The Contractor must prepare the annual hazardous waste report for the project and submit to the NYSDEC and USEPA.
- c. The Contractor will be responsible for tracking all material/vehicles from the site to the off-site scale and to the approved disposal facility.
- d. The Contractor must provide to the Engineer certified tare and gross weight slips for each load received at the accepted facility which must be attached to each returned manifest. These documents must be maintained and kept with project field records.
- e. Hazardous soils must be delivered to the disposal or treatment facility within 30 calendar days after excavation.
- f. The Contractor must coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule.
- g. The Contractor must inspect all vehicles leaving the project site to ensure that hazardous soils adhering to the wheels or undercarriage are removed prior to the vehicle leaving the site.
- h. The Contractor must obtain letters of commitment from the waste haulers and the TSD facility to haul and accept shipments.
- i. The Contractor must provide waste profile forms to OEGS for review and approval before transporting hazardous soil to the approved TSD facility.

2. Hauling

- a. The Contractor must coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities must be measured and recorded upon arrival at the disposal facility. If any deviation between the two records occurs, the matter is to be reported immediately to the Engineer and to be resolved by the Contractor to the satisfaction of the Engineer.
- b. The Contractor will be responsible, at its own cost for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site.
- c. The Contractor must ensure that trucks are protected against contamination by properly covering and lining them with polyethylene sheeting or by decontaminating them prior to and between acceptances of loads. Trucks with loaded contaminated

soil must be covered securely with tarp before leaving the project site to prevent generation of airborne dust during hauling.

- d. The Contractor will be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.
- e. The Contractor must only use the transporter(s) identified in the approved MHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from NYSDEC may transport hazardous soil. A revised MHP or an addendum to the original approved MHP must be submitted to OEGS for review and approval at no additional cost to the City for any use of substitute or additional transporters.
- f. The Contractor must develop, document, and implement a policy for accident prevention.
- g. The Contractor must not combine hazardous materials from other projects with material from this project.
- h. No material will be transported until approval by the Engineer is obtained.

### 3. Off-Site Disposal

- a. The Contractor must use only the disposal facility(ies) identified in the approved MPH for the performance of the work. A revised MPH or an addendum to the original approved MPH must be submitted to OEGS for review and approval at no additional cost to the City for any use of substitutions or additions of disposal facility.
- b. The Contractor will be responsible for acceptance of the materials at an approved facility, for ensuring that the facility is properly permitted to accept the stated materials, and for ensuring that the facility provides the stated treatment and/or disposal services.
- c. The City reserves the right to contact and visit the TSD facility and regulatory agencies to verify the agreement to accept the stated materials and to verify any other information provided.
- d. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The alternate facility(ies) must be approved in writing by the Engineer in the same manner and with the same requirements as for the original facility(ies). This must be done at no extra cost or delay to the City.
- e. The Contractor must obtain manifest forms, and complete the shipment manifest records required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight. Copies of each manifest must be submitted to the Engineer within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. The signed manifests must be maintained and kept with the project field records. Any manifest discrepancies must be reported immediately to the Engineer and be resolved by the Contractor to the satisfaction of the Engineer.
- f. The Contractor must submit all results and weights to the Engineer.
- g. The Contractor is responsible to pay all fees associated with the generation and disposal of all excavated hazardous waste. These fees include, but are not limited to, the New York State Department of Finance and Taxation (DFT) quarterly fees for hazardous waste and the NYSDEC annual hazardous waste regulatory fee



program. The Contractor must submit a copy of proof of payment to the Engineer and OEGS.

4. Equipment and Vehicle Decontamination
  - a. The Contractor must design and construct a portable decontamination station to be used to decontaminate equipment and vehicles that have been used to handle contaminated soil. The cost for this work will be paid under Item 8.01 S - Health and Safety.
  - b. Water generated during the decontamination process must be disposed of in accordance with Item 8.01 W1 – Removal, Treatment, and Discharge/Disposal of Contaminated Water.

**8.01 H.4 METHOD OF MEASUREMENT**

Quantities for hazardous soils will be measured in tons. The tonnage will be determined by off-site truck scales, as per Subsection 8.01 H.3.B, that are capable of generating load tickets.

**8.01 H.5 PRICE TO COVER**

- B. The unit bid price bid per ton for Item 8.01 H will include the cost of furnishing all labor, materials, equipment, plan, and insurance for excavation, handling, transportation, disposal, documentation, fees, permits, loading, stockpiling, hauling, and any other incidentals necessary to complete all the work as specified herein for handling, transporting, and disposal of hazardous soil.
- B. Final disposal of contaminated soil will be paid for under Item 8.01 C1 – Handling, Transporting and Disposal of Non-Hazardous Contaminated Soils. Disposal of decontamination water will be paid for under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
- C. Backfill will be paid for under its respective item as specified in the contract document.
- D. The independent Environmental Consultant will be paid under Item 8.01 S – Health and Safety.

*Payment will be made under:*

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 H	Handling, Transporting, and Disposal of Hazardous Soil	Tons

## ITEM 8.01 S HEALTH AND SAFETY

### 8.01 S.1 WORK TO INCLUDE

#### Health and Safety Requirements

##### A. Scope of Work

It is the Contractor's responsibility to stage and conduct the Contractor's work in a safe manner. The Contractor must implement a Health and Safety Plan (HASP) for contaminated/hazardous soil intrusive activities as set forth in OSHA Standards 1910.120 and 1926.650-652. The Contractor must ensure that all workers have at a minimum hazard awareness training. The Contractor must segregate contaminated work area in secured exclusion zones. These zones must limit access to Contractor personnel specifically trained to enter the work area. The exclusion zone must be set up to secure the area from the public and untrained personnel. The project health and safety program will apply to all construction personnel including persons entering the work area. In addition, the Contractor must protect the public from on-site hazards, including subsurface contaminants associated with on-site activities. The HASP must be signed off by a Certified Industrial Hygienist and reviewed and approved by OEGS.

Work must include, but not be limited to:

1. Implementation of a baseline medical program.
2. Providing safety equipment and protective clothing for site personnel, including maintenance of equipment on a daily basis; replacement of disposable equipment as required; decontamination of clothing, equipment and personnel; and providing all other health and safety measures.
3. Providing, installing, operating and maintaining on-site emergency medical first aid equipment as specified in this section for which payment is not provided under other pay items in this Contract.
4. Providing, installing, operating, maintaining and decommissioning all equipment and personnel decontamination facilities specified within this section, including, but not limited to, the decontamination pad, decontamination water supply, decontamination water collection equipment and all other items and services required for the implementation of the health and safety requirements for which pay items are not provided elsewhere in this Contract.
5. Provide the minimum health and safety requirements for excavation activities within the limits of this Contract.
6. Implement and enforce a HASP: The HASP as presented in these specifications is dynamic with provisions for change to reflect new information, new practices or procedures, changing site environmental conditions or other situations which may affect site workers and the public. The HASP will also address measures for community protection, accident prevention, personnel protection, emergency response/contingency planning, air monitoring, odor control and hazardous chemicals expected on site. Providing a Confined Space Entry Program as defined in the Occupational Safety and Health Act, Confined Space Entry Standard, 29 CFR 1910.146.

##### B. Environmental Consulting Services

The Contractor must retain an independent Environmental Consultant to obtain all permits and perform all field screening, air monitoring, community air monitoring, soil and water sampling, and health and safety services.

4. If conditions within the exclusion zone are deemed hazardous, then the Contractor and its independent Environmental Consultant must ensure that all personnel working within identified exclusion zones and/or involved (direct contact) with the handling, storage or transport of hazardous and contaminated materials must have completed a minimum of forty (40) hours of Health and Safety Training on Hazardous Waste Sites in accordance with 29 CFR 1910.120(e). The training program must be conducted by a qualified safety instructor. If conditions in the exclusion zone are deemed to be non-hazardous, the independent Environmental Consultant must provide site specific training.
5. The Contractor must ensure that on-site management and supervisors directly responsible for or who supervise employees engaged in hazardous waste operations must receive the training specified in above and at least eight (8) additional hours of specialized training on managing such operations at the time of job assignment.

C. Submittals

1. The Contractor must submit a written HASP, as specified herein, to OEGS for review and approval. The written HASP must be submitted, within thirty (30) calendar days after the availability of analytical results of the soil and groundwater testing, as required under Section 8.01 C2 and Section 8.01 W2. The Contractor must make all necessary revisions required by OEGS and resubmit the HASP to OEGS for acceptance. Start-up work for the project will not be permitted until written acceptance has been issued by OEGS.
2. Daily safety logs must be maintained by the Contractor and must be submitted to the Engineer either on request or on completion of the work. Training logs must be maintained by the Contractor and submitted to the Engineer either on request or on completion of the work. Daily logs on air monitoring during excavation activities must be prepared and maintained by the Contractor and submitted to the Engineer either on request or upon completion of the work.
3. A closeout report must be submitted by the Contractor to the Engineer upon completion of the work within the defined exclusion zones. This report must summarize the daily safety and monitoring logs and provides an overview of the Contractor's performance regarding environmental and safety issues. The report must carefully document all areas where contamination has been found including pictures, addresses of locations, and potential sources.
4. Medical Surveillance Examinations: The Contractor must submit to the Engineer the name, office address and telephone number of the medical consultant utilized. Evidence of baseline medical examinations together with the evidence of the ability to wear National Institute for Occupational Safety and Health (NIOSH) approved respirators (as specified in American National Standards Institute (ANSI) Z88.6) must be provided to the Engineer for all construction personnel who are to enter the exclusion zones.
5. Accident Reports: All accidents, spills, or other health and safety incidents must be reported to the Engineer.

D. Health and Safety Plan

The HASP must comply with OSHA regulations 29 CFR 1910.120/1926.65. This document must at a minimum contain the following:

1. Description of work to be performed
2. Site description
3. Key personnel
4. Worker training procedures

5. Work practices and segregation of work area
6. Hazardous substance evaluation
7. Hazard assessment
8. Personal and community air monitoring procedures and action levels
9. Personal protective equipment
10. Decontamination procedures
11. Safety rules
12. Emergency procedures
13. Spill prevention and control, as well as spill reporting procedures
14. Dust control, vapor/odor suppression procedures
15. Identification of the nearest hospital and route
16. Confined space procedures
17. Excavation safety procedures

#### **8.01 S.2 MEASUREMENT**

##### Health and Safety Requirements

- A. 25% of the lump sum price will be paid when the following items are implemented or mobilized:

- Medical surveillance program
- Health and safety training
- Health and safety plan
- Environmental and personnel monitoring
- Instrumentation
- Spill control
- Dust control
- Personnel and equipment decontamination facilities
- Personnel protective clothing
- Communications
- Mobilization

- B. 50% will be paid in proportional monthly amounts over the period of work.
- C. 25% will be paid when the operation is demobilized and removed from the project site.

#### **8.01 S.3 PRICE TO COVER**

##### Health and Safety Requirements

The lump sum price bid for the health and safety requirements will include all labor, materials, equipment, and insurance necessary to complete the work in accordance with these specifications. The price bid will include, but not be limited to, the following:

- A. Providing training, safety personnel, air monitoring and medical examinations as specified.
- B. Providing safety equipment and protective clothing for site personnel, including maintenance of equipment on a daily basis; replacement of disposable equipment as required; decontamination of clothing, equipment and personnel; and all other health and safety activities or costs not paid for under other pay items in this Contract.
- C. Providing, installing, operating and maintaining on-site emergency medical and first aid equipment. This includes all furnishings, equipment, supplies and maintenance of all medical equipment, and all other health and safety items and services for which payment is not provided under other pay items in this Contract.
- D. Providing, installing, operating, maintaining, and decommissioning all personnel and equipment decontamination facilities, including decontamination pad, decontamination water supply, and all other items and services required for the implementation of the health and safety requirements for which pay items are not provided elsewhere in this Contract. Vehicle decontamination pads will be included in the price of this item. Disposal of decontamination fluid will be paid for under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

E. Spill Control

- 1. Payment will account for furnishing, installing, and maintaining all spill control equipment and facilities. Payment will include equipment and personnel to perform emergency measures required to contain any spillage and to remove spilled materials and soils or liquids that become contaminated due to spillage during work within the exclusion zones and handling of excavated soils and liquids from these areas. This collected spill material will be properly disposed of.
- 2. Payment under this item will not include testing, handling, transportation or disposal of petroleum-contaminated/potentially hazardous soils excavated during construction. The price for this work will be paid for under Items 8.01 C1 – Handling, Transporting and Disposal of Non-Hazardous Contaminated Soils, 8.01 C2 – Sampling and Testing of Contaminated/Potentially Hazardous Soil for Disposal Parameters or 8.01 H – Handling, Transporting and Disposal of Hazardous Soils, as appropriate.

F. Dust Control

Payment will account for furnishing, installing, and maintaining dust control equipment and facilities to be used whenever applicable dust levels are exceeded. Payment will include all necessary labor, equipment, clean water, foam, and all other materials required by the Dust Control Plan. The NYSDOH Community Air Monitoring Plan (CAMP) may be used as guidance.

G. Vapor/Odor Suppression

Payment will account for furnishing, installing and maintaining vapor/odor control equipment and facilities to be used whenever organic vapor monitoring or the presence of odors indicates that vapor suppression is required to protect workers or the public. Payment will include all necessary labor, equipment, clean water, foam and all other materials required by the Vapor/Odor Suppression Plan.

H. Mobilization/Demobilization

1. Mobilization

Payment will include the following, but not be limited to:

- a. All work required to furnish, install and maintain all signs, fencing, support zone facilities, parking areas and all temporary utilities;

- b. All work required to furnish, install, and maintain an office space with phone and utilities for health and safety personnel;
- c. All work required for complete preparation of lay down area for roll-off containers, including sampling, and any required fencing;
- d. All direct invoiced cost from bonding companies and government agencies for permits and costs of insurance; and
- e. All other items and services required for mobilization and site preparation.

2. Demobilization

Payment will include but not be limited to: All work required to sample the area; remove from the site all equipment, temporary utilities and supporting facilities; performance of necessary decontamination and repairs; disposal of disposable equipment and protective gear and other items and services required for complete demobilization.

*Payment will be made under:*

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 S	Health and Safety	Lump Sum

## ITEM 8.01 W1 REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER

### 8.01 W1.1 WORK TO INCLUDE

General: This work must consist of the proper removal and disposal of all contaminated groundwater and decontamination water generated during construction operations. The Contractor must be solely responsible for the proper disposal or discharge of all contaminated water generated at the job site. The Contractor will have the option of treating water on-site for discharge to the sewer system or removing contaminated water for off-site disposal. The Contractor must be responsible to choose a method compatible to the construction work and will be compensated on a per day basis regardless of method employed. The Contractor will be compensated for only those days where the system is in full operation.

The Contractor must retain a dewatering/water treatment Specialist (hereinafter the "Specialist") and laboratory as specified under Item 8.01 W2 – Sampling and Testing of Contaminated Water, to conduct any testing that may be required for disposal of impacted water.

The dewatering/water treatment Specialist is responsible to obtain all permits; perform all water sampling, testing; and provide ancillary services related to dewatering and water treatment. The Specialist must at a minimum provide documentation to OEGS demonstrating the minimum requirements as set forth below:

1. The Specialist must demonstrate that it has, at a minimum, three (3) years' experience in the design of dewatering plans. The Specialist should demonstrate expertise dealing with issues associated with contaminated water. During that three (3) year period, the Specialist must demonstrate that it provided dewatering and water treatment systems as a routine part of its daily operations.
2. The Specialist must be experienced in work of this nature, size, and complexity and must have previous experience in working with the NYCDEC.
3. The Specialist must furnish a project listing identifying the location, nature of services provided, owner, owner's contact, contact's telephone number, project duration and value for at least five (5) projects within the last three (3) years of a similar nature, size, and complexity to this one.
4. If conditions within the exclusion zone are deemed hazardous, then the Contractor and its independent Environmental Consultant must ensure that all personnel working within identified exclusion zones and/or involved (direct contact) with the handling, storage or transport of hazardous and contaminated material must have completed a minimum of forty (40) hours of Health and Safety Training on Hazardous Waste Sites in accordance with 29 CFR 1910.120(e). The training program must be conducted by a qualified safety instructor. If conditions in the exclusion zone are deemed to be non-hazardous, the Specialist will be responsible to provide site-specific training to its employees and other affected personnel.
5. The Contractor must ensure that on-site management and supervisors directly responsible for or who supervise employees engaged in hazardous waste operations must receive the training specified in above and at least eight (8) additional hours of specialized training on managing such operations at the time of job assignment.

The Contractor must document all operations associated with the handling, sampling and disposal of contaminated water, and ensure that they are in compliance with applicable Federal, State and Local statutes and regulations.

The Contractor must supply all labor, equipment, transport, plant, material, treatment, and other incidentals required to conduct the specified work of this section.

If water will be disposed of into the sewer system, the Contractor must ensure the Specialist treats the water to comply with the New York City Department of Environmental Protection (NYCDEP) Sewer Effluent Limit concentrations prior to discharge. The Contractor is responsible for providing settling or filtering tanks and any other apparatus required by NYCDEP. Alternatively, the Contractor can provide a plan for transport and disposal at an off-site waste disposal facility.

Within forty-five (45) calendar days after award of Contract, the Contractor must submit to OEGS for review and approval, a Water Handling Plan (WHP). The WHP must be approved by OEGS prior to the Contractor's commencement of work. The minimum requirements for the WHP are specified herein Item 8.01W 1.2, for each type of disposal (disposal into the sewer or off-site disposal). The Contractor must maintain a complete, up to date copy of the WHP on the job site at all times.

### **8.01 W1.2 CONSTRUCTION DETAILS**

For each disposal method the Contractor proposes to utilize (disposal to sewer or off-site disposal), the WHP must include the information required in paragraphs A and B below, as appropriate.

#### **A. On-site treatment and discharge into New York City sewers.**

1. Regulations: The Contractor must comply with all applicable regulations. This includes but may not be limited to:  
Title 15-New NYCDEP Sewer Use Regulations.
2. Permits: The Contractor is solely responsible to obtain all necessary and appropriate Federal, State and Local permits and approvals. The Contractor will be responsible for performing all and any system pilot tests required for permit approval. This includes but may not be limited to:
  - a. Industrial waste approval for the New York City sewer system.
  - b. Groundwater discharge permit for the New York City sewer system (NYCDEP Division of Sewer Regulation and Control), if discharge to sewer exceeds 10,000 gallons per day.
  - c. The Contractor must comply with NYCDEC State Pollutant Discharge Elimination System (SPDES) Permit Number GP-0-10-001, General Permit for Stormwater Discharges.
  - d. Long Island well permit for Brooklyn and Queens sites, if well points are used for dewatering.
  - e. Wastewater quality control application, NYCDEP.
3. The WHP for this portion of the work must include the following at a minimum:
  - a. Identification and design of Contractor's proposed treatment to assure that the water meets the NYCDEP sewer use guidelines prior to discharge to the sewer, including identification of all materials, procedures, settling or filtering tanks, filters and other appurtenances proposed for treatment and disposal of contaminated water.
  - b. The name, address and telephone number of the contact for the Contractor's proposed chemical laboratory, as well as the laboratory's certifications under Federal, State or non-governmental bodies.



- c. The name, address and telephone number of the contact for the Contractor's proposed independent Environmental Consultant.
- d. Copies of all submitted permit applications and approved permits the Contractor have received.

4. Materials

The Contractor must supply all settling or filtering tanks, pumps, filters, treatment devices and other appurtenances for treatment, temporary storage and disposal of contaminated water. All equipment must be suitable for the work described herein.

5. Execution

- a. The Contractor is solely responsible for disposal of all water, in accordance with all Federal, State and Local regulations.
- b. The Contractor is solely responsible for any treatment required to assure that water discharged into the sewer is in compliance with all permits and Federal, State and Local statutes and regulations.
- c. The Contractor is solely responsible for the quality of the water disposed of into the sewers.
- d. The Contractor is responsible for sampling and testing of water for the NYCDEP Sewer Effluent Limit concentrations. The quality of the data is the Contractor's responsibility. Any sampling and testing must be conducted and paid in accordance with Item 8.01 W2 – Sampling and Testing of Contaminated Water.
- e. The Contractor will be responsible to maintain the discharge rate to the sewer such that all permit requirements are met, the capacity of the sewer is not exceeded and no surcharging occurs downstream due to the Contractor's actions. Dewatering by means of well points or deep wells will not be allowed in the Boroughs of Brooklyn or Queens where the rate of pumping exceeds forty-five (45) gallons per minute unless the appropriate permit has been secured from the NYCDEC.
- f. Disposal of Treatment Media
  - (1) The Contractor will be responsible for disposal or recycling of treatment media in accordance with all Federal, State and Local regulations.
  - (2) The Contractor must provide the Engineer with all relevant documentation concerning the disposal of treatment media, including manifests, bills of lading, certificates of recycling or destruction and other applicable documentation.
  - (3) **Disposal of treatment media will not be considered as a separate pay item; instead it will be considered as incidental work thereto and included in the unit price bid.**

B. Off-Site Disposal

- 1. Regulations: The Contractor must conform to all applicable Federal, State and Local regulations pertaining to the transportation, storage and disposal of any hazardous and/or non-hazardous materials as listed in Attachment 2.
- 2. The following must be submitted to the Engineer prior to initiating any off-site disposal:
  - a. (1) Name and waste transporter permit number

- (2) Address
    - (3) Name of responsible contact for the waste transporter
    - (4) Any and all necessary permit authorizations for each type of waste transported
    - (5) Previous experience in performing the type of work specified herein
  - b. General information for each proposed treatment/disposal facility and at least one backup treatment/disposal facility
    - (1) Facility name and USEPA identification number
    - (2) Facility location
    - (3) Name of responsible contact for the facility
    - (4) Telephone number for contact
    - (5) Unit of measure utilized at facility for costing purposes
  - c. A listing of all permits, licenses, letters of approval and other authorizations to operate, which are currently held and valid for the proposed facility as they pertain to receipt and management of the wastes derived from this Contract.
  - d. A listing of all permits, licenses, letters of approval and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued. Provide dates of application(s) submitted. Planned submittals must also be noted.
  - e. The Contractor must specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste and provide dates of construction and beginning of use, if applicable. Drawings may be provided. The Contractor must identify the capacity available in the units and the capacity reserved for the subject waste.
  - f. The Contractor must provide the date of the proposed facility's last compliance inspection.
  - g. A list of all active (unresolved) compliance orders, agreements, enforcement notices or notices of violations issued to the proposed facility must be submitted. The source and nature of the cause of violation must be stated, if known. If groundwater contamination is noted, details of the facility's groundwater monitoring program must be provided.
  - h. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.
3. Materials

All vessels for temporary storage and transport to an off-site disposal facility must be as required in DOT regulations.
  4. Execution
    - a. General
      - (1) The Contractor must organize and maintain the material shipment records/manifests required by Federal, State and Local laws. The Contractor must include all bills of lading, certificates of destruction, recycling or treatment and other applicable documents.

- (2) The Contractor must coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule. The schedule must be compatible with the availability of equipment and personnel for material handling at the job site.
- (3) The Contractor must inspect all vehicles leaving the project site to ensure that contaminated liquids are not spilling and are contained for transport.
- (4) The Contractor must obtain letters of commitment from the waste haulers and the treatment, disposal or recovery facility to haul and accept shipment. The letter must indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed as necessary.
- (5) The Contractor must verify the volume of each shipment of water from the site.
- (6) The Contractor is responsible for sampling and testing of water for off-site disposal. The quality of the data is the Contractor's responsibility. Any sampling and testing must be conducted and paid in accordance with Item 8.01 W2 – Sampling and Testing of Contaminated Water.
- (7) The Contractor is responsible for any additional analyses required by the TSD facility, and for the acceptance of the water at an approved TSD facility.

b. Hauling

- (1) The Contractor must not deliver waste to any facility other than the TSD facility(ies) listed on the shipping manifest.
- (2) The Contractor must coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities must also be measured and recorded upon arrival at the TSD facility(ies). If any deviation between the two records occurs, the matter is to be reported immediately to the Engineer and must be resolved by the Contractor to the satisfaction of the Engineer.
- (3) The Contractor will be responsible for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site. This cleanup must be accomplished at the Contractor's expense.
- (4) The Contractor will be responsible for inspecting the access routes for road conditions, overhead clearance and weight restrictions.
- (5) The Contractor must only use the transporter(s) identified in the WHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from NYCDEC may transport this material. Any use of substitute or additional transporters must have previous written approval from the Engineer at no additional cost to the City.
- (6) The Contractor must develop, document, and implement a policy for accident prevention.
- (7) The Contractor must not combine waste materials from other projects with material from this project.
- (8) The Contractor must obtain for the City a hazardous waste generator identification number and will sign the manifest as the generator, if necessary.

- (9) No material must be transported until approved by the Engineer.
- c. Disposal Facilities
  - (1) The Contractor must use only the TSD facility(ies) identified in the WHP for the performance of the work. Substitutions or additions must not be permitted without prior written approval from OECS, and, if approved, must be at no extra cost to the City.
  - (2) The Contractor will be responsible for acceptance of the material at an approved TSD facility, for ensuring that the facility is properly permitted to accept the stated material, and that the facility provides the stated storage and/or disposal services.
  - (3) The City reserves the right to contact and visit the disposal facility and regulatory agencies to verify the agreement to accept the stated material and to verify any other information provided. This does not in any way relieve the Contractor of the Contractor's responsibilities under this Contract.
  - (4) In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The Contractor is responsible for making the necessary arrangements to utilize the facility(ies), and the alternate facility(ies) must be approved in writing by the Engineer in the same manner and with the same requirements as for the original facility(ies). This must be done with no extra cost or delay to the City.
- d. Equipment and Vehicle Decontamination
  - (1) The Contractor must design and construct a portable decontamination station to be used to decontaminate equipment and vehicles exiting the exclusion zone. The cost for this work will be paid under Item 8.01 S – Health and Safety.

**8.01 W1.3 METHOD OF MEASUREMENT**

The quantity for on-site treatment and discharge or off-site disposal will be on a per day basis.

**8.01 W1.4 PRICE TO COVER**

- A. The per day price bid for Item 8.01 W1 will include the cost of furnishing all labor, materials, equipment, plan, and insurance for handling, transportation, disposal, documentation, permits, hauling, mobilization and demobilization, and any other incidentals thereto to complete the work.
- B. The Contractor will not be paid for water that is within the NYCDEP Sewer Discharge Limits.

*Payment will be made under:*

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 W1	Removal, Treatment and Disposal/Discharge of Contaminated Water	Day

## ITEM 8.01 W2 SAMPLING AND TESTING OF CONTAMINATED WATER

### 8.01 W2.1 WORK TO INCLUDE

#### A. Description

The work will consist of sampling and testing of potentially contaminated groundwater, surface runoff within the excavated area and all contaminated water generated during the decontamination process.

#### B. Sampling and Testing

1. The Contractor is responsible, at a minimum, for sampling and testing of contaminated water for the NYCDEP Sewer Effluent Limit concentrations as listed in Attachment 1, and in accordance with the Engineer-approved SSP/FSP and the Investigation HASP, as specified in 8.01 C2. The quality of the data is the Contractor's responsibility. Any additional testing required by the Federal, State and/or disposal facilities must be included in the bid price of this Item.
2. All sampling and testing must be conducted by a person trained in sampling protocols using accepted standard practices and/or the NYCDEC sampling guidelines and protocols.
3. All sample containers must be marked with legible sample labels which must indicate the project name, sample location and/or container, the sample number, the date and time of sampling, preservatives utilized, how the sample was chilled to 4 degrees Celsius, and other information that may be useful in determining the character of the sample.
4. Chain-of-custody must be tracked from laboratory issuance of sample containers through receipt of the samples.
5. The Contractor must maintain a bound sample log book. The Contractor must provide the Engineer access to it at all times and must turn it over to the Engineer in good condition at the completion of the work. The following information, as a minimum, must be recorded to the log:
  - a. Sample identification number
  - b. Sample location
  - c. Field observation
  - d. Sample type
  - e. Analyses
  - f. Date/time of collection
  - g. Collector's name
  - h. Sample procedures and equipment used
  - i. Date sent to laboratory/name of laboratory
6. Only dedicated sampling equipment may be used to collect these samples. All equipment involved in field sampling must be decontaminated before being brought to the site, and must be properly disposed of after use.
7. Samples must be submitted to the Contractor's laboratory within the holding times for the parameters analyzed.

8. All analyses must be done by a laboratory that has received approval from the NYSDOH's ELAP for the methods to be done. The Contractor must specify the laboratory in the WHP.
9. Analytical results for water discharged to the sewer and for off-site disposal must be submitted to the Engineer no later than five (5) days after sample collection.
10. The City reserves the right to direct the Contractor to conduct alternative sampling in lieu of the parameters described above, if the situation warrants. The substitute sampling parameters will be of equal or lesser monetary value than those described above, as determined by industry laboratory pricing standards.

**8.01 W2.2 METHOD OF MEASUREMENT**

Quantities for samples will be measured as the number of sets of samples that are tested for the NYCDEP Sewer Effluent Limit concentrations. A set will be defined as one (1) representative sample analyzed for the full range of NYCDEP parameters as specified in Attachment 1.

**8.01 W2.3 PRICE TO COVER**

The unit price bid per set for Item 8.01 W2 will include the cost of furnishing all labor, materials, equipment, plan, and insurance for handling, transport, sampling, testing, documentation, permits, other incidentals necessary to complete the work of sampling and testing of contaminated water. Any additional costs incurred by the Contractor for sampling and testing of contaminated water will be included in the bid price of this Item.

*Payment will be made under:*

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 W2	Sampling and Testing of Contaminated Water	Set

**ATTACHMENT 1: NYCDEP LIMITATIONS FOR DISCHARGE TO SEWER**

**NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF WASTEWATER TREATMENT**

**Limitations for Effluent to Sanitary or Combined Sewers**

Parameter <sup>1</sup>	Daily Limit	Units	Sample Type	Monthly Limit
Non-polar material <sup>2</sup>	50	mg/l	Instantaneous	---
pH	5-11	SU's	Instantaneous	---
Temperature	< 150	Degree F	Instantaneous	---
Flash Point	> 140	Degree F	Instantaneous	---
Cadmium	2	mg/l	Instantaneous	---
	0.69	mg/l	Composite	---
Chromium (VI)	5	mg/l	Instantaneous	---
Copper	5	mg/l	Instantaneous	---
Lead	2	mg/l	Instantaneous	---
Mercury	0.05	mg/l	Instantaneous	---
Nickel	3	mg/l	Instantaneous	---
Zinc	5	mg/l	Instantaneous	---
Benzene	134	ppb	Instantaneous	57
Carbontetrachloride	---	---	Composite	---
Chloroform	---	---	Composite	---
1,4 Dichlorobenzene	---	---	Composite	---
Ethylbenzene	380	ppb	Instantaneous	142
MTBE (Methyl-Tert-Butyl-Ether)	50	ppb	Instantaneous	---
Naphthalene	47	ppb	Composite	19
Phenol	---	---	Composite	---
Tetrachloroethylene (Perc)	20	ppb	Instantaneous	---
Toluene	74	ppb	Instantaneous	28
1,2,4 Trichlorobenzene	---	---	Composite	---
1,1,1 Trichloroethane	---	---	Composite	---
Xylenes (Total)	74	ppb	Instantaneous	28
PCB's (Total) <sup>3</sup>	1	ppb	Composite	---
Total Suspended Solids (TSS)	350 <sup>4</sup>	mg/l	Instantaneous	---
CBOD <sup>5</sup>	---	---	Composite	---
Chloride <sup>5</sup>	---	---	Instantaneous	---
Total Nitrogen <sup>5</sup>	---	---	Composite	---
Total Solids <sup>5</sup>	---	---	Instantaneous	---

1 All handling and preservation of collected samples and laboratory analyses of samples must be performed in accordance with 40 C.F.R. pt. 136. If 40 C.F.R. pt. 136 does not cover the



pollutant in question, the handling, preservation, and analysis must be performed in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater." All analyses must be performed using a detection level less than the lowest applicable regulatory discharge limit. If a parameter does not have a limit, then the detection level is defined as the least of the Practical Quantitation Limits identified in NYSDEC's Analytical Detectability and Quantitation Guidelines for Selected Environmental Parameters, December 1988

- 2 Analysis for *non-polar materials* must be done by USEPA method 1664 Rev. A. Non-Polar Material will mean that portion of the oil and grease that is not eliminated from a solution containing N-Hexane, or any other extraction solvent the USEPA will prescribe, by silica gel absorption.
- 3 Analysis for PCBs is required if *both* conditions listed below are met:
  - 1) if proposed discharge  $\geq 10,000$  gpd;
  - 2) if duration of a discharge  $> 10$  days.Analysis for PCBs must be done by USEPA method 608 with MDL= $<65$  ppt. PCB's (total) is the sum of PCB-1242 (Arochlor 1242), PCB-1254 (Arochlor 1254), PCB-1221 (Arochlor 1221), PCB-1232 (Arochlor 1232), PCB-1248 (Arochlor 1248), PCB-1260 (Arochlor 1260) and PCB-1016 (Arochlor 1016).
- 4 For discharge  $\geq 10,000$  gpd, the TSS limit is 350 mg/l. For discharge  $< 10,000$  gpd, the limit is determined on a case by case basis.
- 5 Analysis for Carbonaceous Biochemical Oxygen Demand (CBOD), Chloride, Total Solids and Total Nitrogen are required if proposed discharge  $\geq 10,000$  gpd.

**ATTACHMENT 2: APPLICABLE REGULATIONS**

Applicable regulations include, but are not limited to:

1. 49 CFR 100 to 179 - DOT Hazardous Materials Transport and Manifest System Requirements
2. 6 NYCRR 375-6 - NYSDEC Remedial Program Soil Cleanup Objectives
3. 6 NYCRR 360-1 NYCDEC Solid Waste Management Facilities
4. 6 NYCRR 364- Waste Transporter permits
5. Local restrictions on transportation of waste/debris
6. 40 CFR 260 to 272 - Hazardous Waste Management (RCRA)
7. 6 NYCRR 371 - Identification and Listing of Hazardous Wastes
8. 6 NYCRR 372 - Hazardous Waste Manifest System and Related Standards for Generators, Transporters and Facilities
9. 6 NYCRR 373-1 - Hazardous Waste Treatment, Storage and Disposal Facility Permitting Requirements
10. 6 NYCRR 376 - Land Disposal Restrictions
11. Posted weight limitations on roads or bridges
12. Transportation Skills Programs, Inc. 1985 - Hazardous Materials and Waste Shipping Papers and Manifests
13. Other local restrictions on transportation of waste/debris
14. Occupational Safety and Health Administration (OSHA), Standards and Regulations, 29 CFR 1910 (General Industry)
15. OSHA 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response
16. OSHA Safety and Health Standards 29 CFR 1926 (Construction Industry)
17. OSHA 29 CFR 1910.146 Confined Space Entry Standard
18. Standard Operating Safety Guidelines, USEPA Office of Emergency and Remedial Response Publication, 9285.1-03
19. NIOSH / OSHA / USCG / USEPA Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities (1986)
20. U.S. Department of Health and Human Services (DHHS) "NIOSH Sampling and Analytical Methods," DHHS (NIOSH) Publication 84-100
21. ANSI, Practice for Respiratory Protection, Z88.2 (1980)
22. ANSI, Emergency Eyewash and Shower Equipment, Z41.1 (1983)
23. ANSI, Protective Footwear, Z358.1 (1981)
24. ANSI, Physical Qualifications for Respirator Use, Z88.6 (1984)
25. ANSI, Practice for Occupational and Educational Eye and Face Protection, Z87.1 (1968)
26. Water Pollution Control Federation "Manual of Practice No. 1, Safety in Wastewater Works"
27. NFPA No. 327 "Standard Procedures for Cleaning and Safeguarding Small Tanks and Containers"
28. Occupational Safety and Health Act Confined Space Entry Standard 29 CFR 1910.146.87

29. Department of Transportation 49 CFR 100 through 179
30. Department of Transportation 49 CFR 387 (46 FR 30974, 47073)
31. Environmental Protection Agency 40 CFR 136 (41 FR 52779)
32. Environmental Protection Agency 40 CFR 262 and 761
33. Resource Conservation and Recovery Act (RCRA)
34. Any transporter of hazardous or non-hazardous materials must be licensed in the State of New York and all other states traversed in accordance with all applicable regulations.

**ATTACHMENT 3: DEFINITIONS**

**Contaminated Groundwater and Decontamination Fluids:** Groundwater within the excavation trench or decontamination water that contains regulated compounds above the NYCDEP Discharge to Sewer Effluent limits.

**Disposal or Treatment Facility:** A facility licensed to accept either non-hazardous regulated waste or hazardous waste for either treatment or disposal.

**Exclusion Zone:** Work area that will be limited to access by Contractor personnel specifically trained to enter the work area only. The exclusion zone will be set up to secure the area from the public and untrained personnel. The project health and safety program will apply to all construction personnel including persons entering the work area.

**Hazard Assessment:** An assessment of any physical hazards that may be encountered on a work site.

**Hazardous Soils:** Soils that exhibit any of the characteristics of a hazardous waste, namely ignitability, corrosivity, reactivity, and toxicity, as defined in 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261.

**Hazardous Substance Evaluation:** An evaluation of the possible or known presence of any hazardous substances that may be encountered on a job site. This evaluation is included in the Health and Safety Plan and will include the identification and description of any hazardous substances expected to be encountered. Material Safety Data Sheets (MSDS) will be included for each substance.

**Health and Safety Plan:** A plan employed at a work site that describes all the measures that will be taken to assure that all work is conducted in a safe manner, and that the health of the workers and the public will be insured.

**Material Handling Plan:** A plan outlining the methods that will be employed to handle, transport and dispose of contaminated materials.

**Non-Hazardous Contaminated Soils:** Soils which exhibit a distinct chemical or petroleum odor, or exhibit elevated photoionization detector readings but are not classified as hazardous waste under 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261.

**New York State Health Department's Environmental Laboratory Approval Program:** A program by which the state of New York approves and accredits environmental testing laboratories.

**PCBs:** Polychlorinated biphenyls are a group of toxic compounds commonly used as a coolant in transformers and other electrical components.

**Photoionization Detector:** A hand held instrument used to measure volatile organic compounds in air. The instrument ionizes the organic molecules through the use of an ultraviolet lamp.

**RCRA Hazardous Waste Characteristics:** Characteristics of a material which may indicate the material is hazardous. These include: ignitability, corrosivity, reactivity, and toxicity.

**Total Petroleum Hydrocarbons:** An analytical procedure used to determine the total amount of petroleum compounds in a material.

**ATTACHMENT 4: PHASE II SUBSURFACE CORRIDOR INVESTIGATION REPORT**

- Final -

**Phase II Subsurface Corridor Investigation Report**

**for**

**Streetscape Improvements and Replacement of Stormwater Sewers and  
Water Mains in Hylan Boulevard between Stobe and Seaver Avenues, etc.,  
Staten Island, New York**

DDC PROJECT NO. SANDR01/MIBBNC005

WOL NO. 14766-LBA-4-R-13118

CONTRACT REGISTRATION NO. 20181406286

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PROJECT NO. 2042580.109

December 26, 2018



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**EXECUTIVE SUMMARY**

On behalf of the New York City Department of Design and Construction (DDC), Louis Berger & Assoc., P.C. (Louis Berger) conducted a Phase II Subsurface Corridor Investigation (SCI) of the SANDR01/MIBBNC005 Corridor located in the Midland Beach section of the Borough of Staten Island, New York (hereinafter referred to as the "Corridor"). Proposed construction along the Corridor consists of the reconstruction of the roadway, replacement of the red zone lane markings and concrete bus pad, extension of the sidewalks on both sides of the street with distinctive concrete material, provision of City benches, construction of a raised median on Hylan Boulevard between Seaver and Stobe Avenues, and construction of two (2) new Best Management Practices (BMPs), NC-13 and NC-14, with four new outfalls and a culvert under Hylan Boulevard. The project will also install and replace sanitary and storm sewers to alleviate backups and flooding in the project area, replace water mains to reduce breaks and leakages, and improve water pressure and fire protection in the project area.

The approximately 0.25-mile (1,330-foot) long Corridor is identified on Figure 1 Topographic Corridor Location Map and is comprised of the following street segments:

Hylan Boulevard from 40 feet southwest of Stobe Avenue to 40 feet northeast of Seaver Avenue	740
Stobe Avenue from 50 feet northwest to 50 feet southeast of Hylan Boulevard	175
Seaver Avenue from 50 feet northwest to 50 feet southeast of Hylan Boulevard	175
Meadow Place from Stobe Avenue to 240 feet northeast of Stobe Avenue	240

No previous reports were made available by DDC for review prior to this Phase II SCI Report.

The proposed depth of excavation is estimated to range from 5 to 15 feet below grade (ftbg) and is mostly at 5 ftbg. Based on the review of available information provided by the DDC and discussions with the DDC Project Manager, Louis Berger proposed the advancement of a total of 14 soil borings (four [4] direct push and 10 hand auger borings) and the collection of two (2) groundwater samples from temporary well points (TWPs) along the Corridor to characterize soil and groundwater that may be encountered during construction activities. However, due to New York City Department of Transportation's (NYCDOT) 2018 Holiday Construction Embargo, which suspended all street work in certain locations of the City, the four (4) direct push soil borings

could not be advanced. Instead, two (2) additional hand auger borings were installed, and the two (2) groundwater samples were retained at these new locations.

This project is subject to additional review under City Environmental Quality Review (CEQR) by the New York City Department of Environmental Protection (NYCDEP) since the proposed construction includes BMP outlets into adjacent state and federal wetlands along the Corridor. Therefore, a Phase II SCI Work Plan and a site-specific Health and Safety Plan (HASP) were submitted to the DDC on November 7, 2018 for NYCDEP approval. Due to the limited project timeline, NYCDEP allowed the start of Phase II SCI field activities prior to the approval of these documents on November 7, 2018.

The Phase II SCI was conducted on November 15, 16, and 19, 2018 and consisted of the following components:

### **Scope of Work**

- The advancement of 12 soil borings (HA01 through HA12) utilizing hand tools to a depth of 5 ftbg. However, due to the presence of shallow groundwater and refusal, soil borings were advanced to terminal depths ranging from 1.3 to 4.0 ftbg. Four (4) direct push soil borings to depths ranging from 10 to 15 ftbg were removed from the proposed scope of work due to NYCDOT's 2018 Holiday Embargo;
- To ensure the clearance of sensitive subsurface utility lines and features, the soil boring locations were cleared via evasive methods, such as a hand auger and /or Vactron® and air-knife;
- Field screening, classification and identification of soils from surface grade to the terminal depth of each boring. Soil samples were visually classified in the field using the Burmister Classification, Unified Soil Classification System (USCS), and Munsell Rock Color charts. Field screening of soils consisted of visual and olfactory indicators of impacts, as well as screening with a photoionization detector (PID);
- One (1) grab soil sample was collected from each of the 12 boring locations (HA01 through HA12) per CEQR requirements. The sample was collected from the 2-foot interval above the encountered water table at each boring location, or if groundwater was not encountered, then the grab sample was collected from the bottom 2-foot interval above the proposed excavation terminal depth. Per CEQR requirements, the grab soil samples were analyzed for Target

Compound List (TCL) Volatile Organic Compounds (VOCs) using United States Environmental Protection Agency (USEPA) Method 8260C, TCL Semi-Volatile Organic Compounds (SVOCs) by USEPA Method 8270, Target Analyte List (TAL) metals by USEPA Methods 6010B and 7471A, pesticides by USEPA Method 8081, and polychlorinated biphenyls (PCBs) by USEPA Method 8082;

- One (1) waste classification soil sample was collected from each boring location (WCHA01 through WCHA12). The waste classification samples were composited from ground surface to the proposed excavation terminal depth, or from the ground surface to the encountered groundwater table. The waste classification samples were analyzed for Polycyclic Aromatic Hydrocarbons (PAHs) by USEPA Method 8270C, PCBs by USEPA Method 8082A/608, Total Petroleum Hydrocarbons-Diesel Range Organics/Gasoline Range Organics (TPH-DRO/GRO) by USEPA 8015B, Toxicity Characteristics Leaching Procedure (TCLP) Metals (Resource Conservation and Recovery Act [RCRA] 8) by USEPA Method 1311/6010B, and RCRA Characteristics, including ignitability, reactivity and corrosivity, by USEPA Methods 9012B/9034, 1030/1010A, and 9045C, respectively, as well as Paint Filter Test by USEPA Method 9095B;
- Two (2) groundwater samples were collected from temporary well points (TWPs) installed during field investigation activities (TWP01 and TWP02). The groundwater samples were analyzed for TCL VOCs by USEPA Method 8260C, TCL SVOCs by USEPA Method 8270, TAL metals (unfiltered and filtered) by USEPA Method 6010B and 7471A, TCL pesticides by USEPA Method 8081A, PCBs by USEPA Method 8082, and NYCDEP Sanitary or Combined Sewer Discharge Parameters;
- The collection of one (1) blind duplicate soil sample (DUP01), one (1) blind duplicate groundwater sample (DUP02), one (1) field blank/rinsate sample (FB01), and two (2) trip blanks (TB01 and TB02). The duplicate soil sample was analyzed for TCL VOCs via USEPA Method 8260C, TCL SVOCs via USEPA Method 8270, TAL metals via USEPA Methods 6010B and 7471A, pesticides via USEPA Method 8081, and PCBs via USEPA Method 8082. The duplicate groundwater sample was analyzed for TCL VOCs via USEPA Method 8260C, TCL SVOCs via USEPA Method 8270, TAL Metals (unfiltered and filtered) via USEPA Methods 6010B and 7471A, pesticides via USEPA Method 8081, and PCBs via USEPA Method 8082. The field blank/rinsate sample was analyzed for TCL VOCs via USEPA Method 8260C, TCL SVOCs via USEPA Method 8270, TAL metals (unfiltered) via USEPA Methods 6010B and 7471A, pesticides via USEPA Method 8081, and PCBs via USEPA Method 8082. The trip blanks consisted of unopened 40 milliliter vials of de-ionized water with hydrochloric

acid preservative prepared by the laboratory and were analyzed for TCL VOCs via USEPA Method 8260C; and,

- The preparation of this report, which includes tables summarizing the laboratory analytical results, and figures depicting boring locations, significant Corridor features and, if applicable, contamination occurrence and distribution.

In order to evaluate subsurface soil and groundwater quality for waste classification purposes, laboratory analytical results of soil and groundwater samples were compared with regulatory standards identified in: New York State Department of Environmental Conservation (NYSDEC) Subpart 375-6: Commercial Use (Track 2) Soil Cleanup Objectives (SCOs), NYSDEC Ambient Water Quality Standards and Guidance Values and Groundwater Effluent Limitations, Toxicity Characteristic Regulatory Levels for Hazardous Waste published in RCRA and 6 New York Codes, Rules and Regulations (NYCRR) Part 371, and New York City Department of Environmental Protection (NYCDEP) Sanitary or Combined Sewer Discharge Parameters.

Based on the evaluation of the field screening data and the laboratory analytical results, and a comparison to applicable regulatory standards, the following findings and conclusions are presented:

### **Findings and Conclusions**

- No visual or olfactory indications of contamination were encountered in any of the 12 borings. There were no elevated PID readings detected;
- Fill material consisting of dusky yellowish brown to moderate brown silty clayey sand was observed in all 12 borings at depths ranging from 0 to 4 ftbg. Anthropogenic fill (such as concrete, glass, and brick) was not observed in any of the soil borings. Refusal was encountered in three (3) of the soil borings at depths ranging from 2.0 to 2.5 ftbg due to boulders;
- Bedrock was not encountered at any of the boring locations;
- Groundwater was encountered in soil borings HA01 through HA07, HA11 and HA12 at depths between 1.3 ftbg (HA03) and 4.0 ftbg (HA01 and HA12). Groundwater was also measured in the TWPs at depths of 1.75 ftbg (TWP01) and 3.8 ftbg (TWP02);

- Two (2) VOCs were detected above the laboratory's reporting limits in five (5) of the 13 soil samples; however, all concentrations were below the applicable regulatory standards;
- Several SVOCs were detected above the laboratory's reporting limits in all soil samples, with the exception of HA07; however, only four (4) soil samples (HA05, HA08, HA09 and DUP01) exhibited concentrations above the applicable regulatory standards. Laboratory results indicate that benzo(a)pyrene (1.2 parts per million [ppm] in HA05, 1.3 ppm in HA08, 2.4 ppm in HA09, and 1.9 ppm in DUP01) was detected above the NYSDEC Commercial Use (Track 2) SCO. Lithology indicates the presence of fill material in all soil borings; therefore, the SVOC exceedances may be attributed to contaminants related to fill material;
- Several TAL metals were detected above the laboratory's reporting limits in all soil samples; however, only two (2) soil samples (HA11 and HA12) exhibited concentrations above the applicable regulatory standards. Laboratory results indicate that arsenic (31 ppm in HA11) and lead (1,300 ppm in HA12) were detected above the NYSDEC Commercial Use (Track 2) SCOs. Lithology indicates the presence of fill material in all soil borings; therefore, the metal exceedances may be attributed to contaminants related to fill material;
- Several pesticides were detected above the laboratory's reporting limits in all soil samples; however, all concentrations were below the applicable regulatory standards;
- Three (3) PCBs were detected above the laboratory's reporting limits in six (6) of the 13 grab soil samples; however, all concentrations were below the applicable regulatory standards;
- Waste classification laboratory results indicate that TCLP lead and barium were detected in several soil samples; however, all detected concentrations were below the applicable regulatory standards. Therefore, soil samples collected from the Corridor do not exhibit evidence of the hazardous waste characteristic for toxicity;
- TPH-DRO was detected in 11 of the 12 waste classification soil samples at concentrations ranging from 110 ppm (WCHA01) to 580 ppm (WCHA12). TPH-GRO was not detected above the laboratory's reporting limits in any of the waste classification soil samples. There are no regulatory standards for TPH. Lithology indicates the presence of fill material in all soil borings; therefore, the TPH detections may be attributed to contaminants related to fill material;

- Three (3) PCBs were detected above the laboratory's reporting limits in six (6) of the 12 waste classification soil samples; however, only one (1) waste classification soil sample (WCHA04) exhibited a concentration above the applicable regulatory standard. Laboratory results indicate that Aroclor 1254 was detected at 2.2 ppm, and therefore, Total PCBs (2.2 ppm) were detected above the NYSDEC Commercial Use (Track 2) SCO;
- The analytical laboratory results of the waste classification soil samples show that the RCRA parameters (reactivity, ignitability, or corrosivity) were within the RCRA standards. Therefore, results of these analyses indicate that the soil samples collected do not exhibit evidence of hazardous waste characteristics for reactivity, ignitability, and corrosivity;
- Several PAHs were detected above the laboratory's reporting limits in all 12 waste classification soil samples; however, only one (1) soil sample (WCHA09) exhibited a concentration above the applicable regulatory standard. Laboratory results indicate that benzo(a)pyrene (1.7 ppm) was detected above the NYSDEC Commercial Use (Track 2) SCO;
- One (1) VOC was detected in groundwater sample DUP02 above the laboratory's reporting limit; however, the concentration was below the applicable regulatory standard;
- SVOCs were not detected above the laboratory's reporting limits or above the applicable regulatory standards in any of the groundwater samples collected during the Phase II SCI activities;
- Several metals were detected at concentrations above regulatory standards in the unfiltered and filtered groundwater samples, as follows:
  - Unfiltered metals that exceeded the Class GA Standards include:
    - Aluminum in TWP01 (2,700 parts per billion [ppb]) and TWP02 (12,000 ppb);
    - Iron in TWP01 (6,200 ppb), DUP02 (4,200 ppb), and TWP02 (9,400 ppb);
    - Lead in TWP02 (82 ppb);
    - Magnesium in TWP01 (39,000 ppb), DUP02 (41,000 ppb), and TWP02 (46,000 ppb);
    - and,
    - Manganese in TWP02 (700 ppb).
  - Filtered metals that exceeded the Class GA Standards include:



- Magnesium in TWP01 (39,000 ppb), DUP02 (36,000 ppb), and TWP02 (48,000 ppb); and,
  - Manganese in TWP02 (690 ppb).
- Three (3) pesticides were detected above the laboratory's reporting limits in all three (3) groundwater samples; however, all concentrations were below the applicable regulatory standards;
  - PCBs were not detected above the laboratory's reporting limits or the applicable regulatory standards in any of the groundwater samples collected during the Phase II SCI activities; and,
  - Analytical results of the groundwater samples, which were unfiltered, did not show any exceedances of the applicable NYCDEP Limitations for Effluent to Sanitary or Combined Sewers.

Based on the results of the field investigation and laboratory analytical results, the following recommendations are provided:

### **Recommendations**

- The Contract documents should identify provisions and a contingency for managing, handling, transporting and disposing of any contaminated non-hazardous soil. The Contractor should be required to submit a Material Handling Plan to identify the specific protocol and procedures that will be employed to manage the waste in accordance with applicable regulations;
- Dust control procedures are recommended and should be implemented during excavation activities to minimize the creation and dispersion of fugitive airborne dust. The Contractor should implement dust control measures to minimize potential airborne contaminants (i.e., VOCs, SVOCs, metals, PCBs, and pesticides) released into the ambient environment as a direct result of construction activities;
- Groundwater was encountered during the Phase II SCI activities. Therefore, if dewatering becomes necessary, the Contractor will be required to obtain a NYCDEP sewer discharge permit and perform sampling and laboratory analysis prior to discharge into the sanitary or combined sewers;

- In addition, if discharge into storm sewers, which ultimately discharge into a surface water body, is required during dewatering, it may be performed under the appropriate NYSDEC State Pollutant Discharge Elimination System (SPDES) permit. Additional sampling and laboratory analysis may be required to satisfy NYSDEC requirements prior to discharge into storm sewers; and,
- Before beginning any excavation activity, the contractor should submit a Corridor-specific health and safety plan (HASP) that will meet the requirements set forth by the Occupational, Safety and Health Administration (OSHA), the New York State Department of Health (NYSDOH) and any other applicable regulations. The HASP should identify the possible locations and risks associated with the potential contaminants that may be encountered, and the administrative and engineering controls that will be utilized to mitigate concerns.

**“The Phase II report file is available from the ACCO Contracts Office on a CD that is part of a purchased set of bid documents. The file will also be uploaded to NYCDDC, BID DOCUMENTS ONLINE website for contractors to download the report.”**

**BMP - Pages**

**SPECIFICATIONS FOR CONSTRUCTION OF  
BEST MANAGEMENT PRACTICE (BMP) AND  
MITIGATION AREA**

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**NOTICE**

THE PAGES CONTAINED IN THIS SECTION ARE ISSUED FOR THE PURPOSE OF SPECIFYING THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND HEREBY MADE PART OF SAID CONTRACT DOCUMENTS.

(NO TEXT ON THIS PAGE)

CONSTRUCTION OF BLUEBELT IMPROVEMENTS  
NEW CREEK BLUEBELT

BOROUGH OF STATEN ISLAND, NY

SPECIFICATIONS FOR

CAPITAL PROJECT NUMBER SANDR01

Construction of Best Management Practice (BMP)  
NC-13 Hylan Boulevard & NC-14 Meadow Place

February 2019

Prepared for the NYC Department of Design and Construction

By Hazen and Sawyer, D.P.C.

DIVISION VII - DETAILED SPECIFICATIONS –  
CONTRACT SANDR01

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BMP CONSTRUCTION AND RELATED WORK  
IN THE NEW CREEK BLUEBELT

CAPITAL PROJECT SANDR01  
CONSTRUCTION OF BEST MANAGEMENT PRACTICES

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SPECIFIC PROVISIONS

7.01 LOCATION OF WORK

Work under this Contract is to be performed in the New Creek Bluebelt, located east of Hylan Boulevard and west of Meadow Place, and in between Seaver Avenue and Stobe Avenue. This site is within the Right of Way of Hylan Boulevard, Meadow Place, Seaver Avenue and Stobe Avenue, property owned and regulated by the City of New York.

7.02 WORK INCLUDED

The work under this Contract includes the construction of Best Management Practice (BMP) NC-13 & 14. The following descriptions of work included under this Contract are general descriptions only and must not be construed as a complete description of the work to be performed.

A. The principal items of work include:

1. Storm Sewer and Sanitary Sewer Networks

This entails excavation of trenches and layout of storm sewer and sanitary pipelines. The specifications and plans for this work are included elsewhere in these Contract Documents, not in this document.

2. Best Management Practices (BMP) Construction

This will entail the construction of hydraulic features necessary to treat and convey stormwater runoff at the points where the storm sewer system discharges into the adjacent stream channel. Specifications and plans for this work are included in this document.

The following BMPs will be constructed:

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BMP NC-13	Hylan Boulevard – Three (3) Forebays & Weir with Extended Detention Wetland
BMP NC-14	Meadow Place – Two (2) Outlet Stilling Basins

3. Site Restoration

The entire project site will be restored upon project completion. The site restoration will include proper grading for permanent access and development of the BMP stormwater management facilities. Cleared areas will all be replanted with emphasis on the use of native plantings with the site layout designed to minimize the disturbance on the existing trees and plants. Boundaries will be established with the use of buffer areas where appropriate.

B. Involved Agencies and Firms

Before bidding, the contractor must become familiar with the following involved agencies and firms and their respective responsibilities in the project:

1. New York City Department of Environmental Protection (DEP)

This City agency is the BMP owner and will maintain the facilities where BMP NC-13 & 14 are to be constructed under this project.

2. New York City Department of Design and Construction (NYCDDC)

The NYCDDC completed the designs for the storm sewer and sanitary components of the project. They will administer and inspect the Contractor's work with regard to the installation of the storm sewers and all other aspects of the project, including managing the overall project schedule, sequencing of the project and construction. The Contractor will be required to obtain all permits in relation to the sewer construction. Whenever reference is made in these specifications to "the Engineer", it means the Resident Engineer on site, hired by NYCDDC.

3. New York State Department of Environmental Conservation (NYSDEC)

This State Agency will be issuing a freshwater wetland permit authorizing work in regulated areas to be performed under this

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Contract. This Agency has the regulatory authority to inspect the work site in order to ensure that permit requirements are not violated.

4. Hazen and Sawyer, D.P.C.

This engineering firm is the design consultant for all the work contained in these specifications. They are engaged by NYCDDC as a subconsultant to Michael Baker Incorporated.

5. United States Army Corps of Engineers

This Federal Agency issues permits for all work within Federal jurisdiction wetlands. This agency has the regulatory authority to inspect the work site in order to ensure that permit requirements are not violated.

6. Restoration Specialist (Construction Monitor)

The Restoration Specialist must be retained by the Contractor. The Restoration Specialist must also serve as the Construction Monitor for the construction of the BMP and final site restoration. The individual or firm filling this position will be responsible for overall oversight of the complete BMP installation. This individual or firm will be familiar with the erosion and sediment control plan for the entire project, and oversee all work in wetland areas and ensuring that the work adheres to permit requirements. The Restoration Specialist is responsible for compliance with the permit as it relates to BMP construction. The exact powers of the Restoration Specialist (Construction Monitor) are stipulated in the wetland permit.

C. Qualifications of Contractor/Subcontractor

1. The Contractor or its proposed subcontractor must have performed at least three (3) projects similar in scope and type within the last five years that involved the restoration and/or creation of freshwater wetland systems.

To support the Contractor's contention that the Contractor or its proposed subcontractor is qualified to perform work involving the creation or restoration of freshwater wetlands the Contractor must



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provide the following information in a Statement of Qualifications within three (3) days upon request by the City.

Provide specific details on projects (i.e., location, size, cost, client, plant species, time of planting, etc.). Provide client contact person's name and telephone number. Describe any problems encountered during construction and corrective action taken to remedy the problem. Describe any violations issued by NYSDEC or any other regulatory agency. How were the violations resolved? Enclose copies of applicable wetland permits. Provide chronological photos recording the progress of the restoration and/or creation efforts, including preconstruction through completion. Include any required sign-offs from client and provide a list of all plants replaced on site.

2. The Contractor must have performed at least three (3) contracts within the last five (5) years that involved the installation and maintenance of soil erosion and sediment control devices during construction of a project.

To support the Contractor's contention that he/she is qualified, the Contractor must be able to provide the following information in a Statement of Qualifications, as detailed in the paragraph below.

Provide specific details on the projects (i.e., location, size cost, client, etc.). Provide client contact person's name and telephone number. Describe regulatory requirements of the erosion control devices. Describe any problems encountered during construction and operation of the devices. Discuss corrective actions taken to remedy the problem. Describe any violations issued by regulatory agencies. How were the violations resolved? Provide chronological photos recording the progress of construction and operation of the erosion control devices, including preconstruction through operation during site construction and restoration after construction.

Within three (3) days upon request by the City the Contractor must identify a Certified Professional in Erosion and Sediment Control who will be responsible for implementation of this aspect of the project. The Contractor must also provide a copy of the certification for the person so identified.

3. The Contractor must be able to complete and submit to NYCDDC the Statement of Qualifications described in this Section within three (3) calendar days after requested to do so by NYCDDC.

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7.03 INSPECTION BEFORE BIDDING AND MANDATORY PRE-BID  
CONFERENCE (NOT USED)

7.04 STANDARD SEWER AND WATER MAIN SPECIFICATIONS

Unless otherwise specified, all work, materials, and equipment must conform to the applicable sections of the New York City Department of Environmental Protection Bureau of Water and Sewer Operations Standard Sewer and Water Main Specifications, July 2014 (NYCDEP Standard Sewer and Water Main Specifications).

7.05 INSPECTION BY THE CITY, STATE AND FEDERAL  
GOVERNMENT

The Contractor must provide proper facilities for inspection and access to the work at all times, whenever it is in preparation and progress, for authorized representatives of the City, State and Federal Governments, the latter two in the presence of the Engineer.

7.06 EXISTING UTILITIES

All subsurface utility and structure information shown on the Contract Drawings were obtained from various plans and maps and field investigations. However, it is not guaranteed to be complete or accurate. It must be the Contractor's responsibility to locate all such necessary utilities or structures by the digging of test pits prior to the start of construction and/or by contracting the Joint Underground Locating Service (JULS). No separate payment will be made for test pits or any other work related to locating existing utilities. During the progress of the work, the Contractor must protect from damage any existing utilities or services within the work areas until, if required, they have been re-routed, disconnected or capped off.

7.07 PERMITS TO BE ACQUIRED BY DEP

The Contractor must become familiar with the following permits and approvals which have or will be obtained by NYCDEP:

- U.S. Army Corps of Engineers Wetland Permit;
- NYSDEC Freshwater Wetlands Permit pursuant to 6NYCRR Parts 622 and 633, and water quality certification (Protection of Waters, Public Law 95-200) pursuant to the procedures of Section 401 certification for Federal Wetland Permit;

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- New York State Department of State Coastal Zone Consistency Review
- New York City Planning Commission authorization for alterations within the Special South Richmond Development District as designated by the City Zoning Resolution. These include modification of topography, removal of trees larger than 6 inches in caliper, and alteration of Designated Open Space; and
- New York City Planning Commission Waterfront Revitalization (Coastal Zone) Consistency Determination;

The Contractor must obtain all necessary permits as outlined in NYCDOT Standard Specifications, Section 1.06.23, including the following permit:

- New York State Department of Environmental Conservation – SPDES General Permit GP-0-15-002;

The Contractor is responsible for performing all work in compliance with all permit requirements, including the post-construction monitoring requirements required by the NYSDEC/USACE permits. No separate or additional payment will be made to the Contractor for complying with the conditions or requirements of the above permits/authorizations, and obtaining and updating of said permits. The cost of such work must be deemed included in the prices bid for all contract items of work.

7.08 LAND FOR CONTRACTOR'S USE

It is the responsibility of the Contractor to acquire land for staging area and/or use as a construction equipment and material storage yard. Staging area, stock pile sites, and other storage locations must be protected from erosion and stormwater runoff.

7.09 LICENSED SURVEYOR FOR ENGINEER'S USE

A. Work Included

The Contractor must engage the services of a New York State licensed surveyor as approved by the Engineer and reporting directly to the Engineer to make such surveys, BMP as-builts, soundings, cross sections or other measurements as may be required by the Engineer for BMP construction. Surveying services included in the item are for the sole use of the Engineer.

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The surveyor may be used by the Engineer to verify grades, but surveying services needed for layout of the BMP site and activities not related to BMP construction is the responsibility of the Contractor and is not provided under this item.

The Contractor for this Contract must include in his total bid a per diem cost for the services performed by the Licensed Surveyor. This cost must be shown on the Bid Schedule of Prices as Item No. BMP-7.09.

The cost proposals must include unit prices on a per diem basis and must include all necessary equipment, including vehicles for the Surveyors.

The cost proposals must be submitted to the Engineer for evaluation and selection.

B. Measurement and Payment

Measurement for payment must be on a per diem basis. One day must consist of any eight (8) hour time period from 7:00 AM to 6:00 PM Monday through Friday plus travel time, not including holidays. The per diem rate must include the services of a three man surveying crew. The Engineer must be present during the progress of Work and the Engineer must deem as to whether a full eight hour period had been employed in completing the Work, and as to whether the Contractor has utilized his crew at the productivity output required to complete the Work as anticipated. The surveyor will submit invoices to the Engineer, which will be forwarded to the Contractor for prompt payment. Payments must be made for invoiced costs only, with no payment for overhead and profit.

7.10 CONSTRUCTION - SPECIAL REQUIREMENTS

A. Field Measurements

The Contractor must take all necessary measurements in the field to determine the exact dimensions for all work and verify all pertinent data and dimensions shown on the Contract Drawings.

B. Excavated Material

Unsuitable excavated material must be removed from the site together with all debris encountered in the excavations and the costs of such removal and disposal must be included in the unit price bid for the applicable items in this Contract.

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C. Access Requirements

The Contractor is advised that he must provide access to the sites of the work for all other Contractors and that access to the sites of the work performed under all contracts must be closely coordinated and scheduled with all other Contractors at the various sites during the life of this Contract.

D. Connections to Existing Piping

Connections to existing piping must be made to permit ready disconnection of equipment with minimum disturbance of adjoining piping and equipment. The Contractor must be responsible for the exact alignment of all piping with the existing piping and associated equipment and under no circumstances will pipe springing be allowed.

E. Noise Control

The Contractor must implement noise control measures during construction including limits on the hours of operation and compliance with sound level standards. Those measures will comply with NYC and Federal noise requirements. The Contractor must comply with the NYC Noise Code. No separate payment must be made for this work; the cost thereof must be included in the bid price for other items.

F. Dust Control

During construction, all appropriate fugitive dust control, including watering of exposed areas and using dust covers for trucks must be employed. These measures include satisfying Section 24-140 and 24-146 of the New York City Air Pollution Code. To prevent fugitive dust from construction activities from becoming airborne, the following measures are proposed:

- Use of water or surfactant to control dust in the construction operations and during the clearing and grading of land;
- Application of water to dirt paths, materials, stockpiles, and other surfaces that can generate airborne dust over extended periods. Construction of accessways would be built with properly sized stone or concrete equivalent over filtering material;

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- Covering open-body trucks transporting materials likely to generate airborne dust at all times when in motion; and
- Prompt removal of earth or other material from paved streets where earth or other material has been deposited by trucking or earth-moving equipment, erosion by water, or other means.

No separate payment must be made for this work; the cost thereof must be included in the bid price for other items.

G. Sequence of Construction

All work shall be completed in accordance with the Contract Drawings, and upon approval of the Project Engineer and the Restoration Specialist. Stake out and receive approval from the Restoration Specialist for the limits of work before beginning any clearing. The Restoration Specialist shall identify all trees to receive tree guards and give approval for all trees identified for removal before tree removal operations begin.

Landscaping is not included in construction sequencing; the Contractor must receive approval for all landscaping work from the Restoration Specialist prior to construction.

- A) Install perimeter erosion control measures, including construction fence and tree guards.
- B) Place construction fence along areas where grading will occur.
- C) Perform general site clearing and grubbing.
- D) Install turbidity curtain and perform site grading outside of the stream and construct outlet stilling basin.
- E) Install sandbags and diversion piping.
- F) Perform site grading within the stream channel.
- G) After all site grading is complete, place erosion control mat along streambanks for permanent protection.
- H) Install perimeter treatment such as concrete pavers and signs.
- I) Once complete, install erosion control measures such as jute mesh or equivalent and seed all graded areas. Remove temporary perimeter and erosion and sediment control measures.

7.11 TRANSPORTATION AND HANDLING OF MATERIALS AND EQUIPMENT

A. General

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1. Contractor must make all arrangements for transportation, delivery, handling and rigging of equipment and materials required for prosecution and completion of the work.
2. Working space on the site is limited. Equipment must not be delivered to the site until it can be moved directly to the area where it will be utilized.
3. If necessary to move stored materials and equipment during construction, the Contractor must move or cause to be moved materials and equipment without any additional compensation.
4. The Contractor must take all necessary provisions to prevent inadvertent deposition and spillage of excavated soils or other materials that are being transported from the project site. The Contractor must employ the use of the truck tracing pad, wheel washing stations or other equipment deemed necessary to prevent spillage and deposition from vehicles from other construction equipment.

B. Delivery

1. The Contractor must arrange deliveries of products in accordance with construction schedules and in ample time to facilitate inspection prior to installation.
2. Coordinate deliveries to avoid conflict with work and conditions at the site and to accommodate the following:
  - a. Work of other Contractors.
  - b. Limitations of storage space.
  - c. Availability of equipment and personnel for handling products.
3. Do not have products delivered to project site until related Working Drawings have been approved by the Engineer.
4. Do not have products delivered to site until required storage facilities have been provided.

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5. Do not have products delivered to site until the manufacturer's recommended storage instructions have been submitted and approved.
6. Have products delivered to site in manufacturer's original, unopened, labeled containers. Keep Engineer informed of delivery of all equipment to be incorporated in the work.
7. Partial deliveries of component parts of equipment must be clearly marked to identify the equipment, to permit easy accumulation of parts and to facilitate assembly.
8. Immediately upon delivery, inspect shipments to assure:
  - a. Product complies with requirements of Contract Documents and approved submittals.
  - b. Quantities are correct.
  - c. Containers and packages are intact, labels are legible.
  - d. Products are properly protected and undamaged.

C. Product Handling

1. The Contractor must provide equipment and personnel necessary to handle products by methods to prevent soiling or damage to products or packaging.
2. Provide additional protection during handling as necessary to prevent scraping, marring or otherwise damaging products or surrounding surfaces.
3. Handle products by methods to prevent bending or overstressing.
4. Lift heavy components only at designated lifting points.
5. Materials and equipment must at all times be handled in a safe manner and as recommended by manufacturer or supplier so that no damage will occur to them. Do not drop, roll or skid products off delivery vehicles. Hand carry or use suitable materials handling equipment.



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D. Removing and Hauling Equipment and Materials

1. The Contractor must inspect all items including all boxes, crates and packages containing equipment and materials for damage that may have occurred during shipment prior to its removal from the truck or other conveyance. Any damage must be reported immediately to the Engineer.
2. The Contractor must then carefully remove the equipment and materials from the truck or trucks on which it is shipped. The equipment and materials must then be transported to the place of installation at the job site. The Contractor must be liable for loss or damage to the equipment and materials that may occur while being unloaded, transported, stored or installed.
3. All equipment that arrives at the job site during normal working hours must be unloaded as soon as practicable.

7.12 PROTECTION OF MATERIALS AND EQUIPMENT AT THE SITE

The Contractor must make every effort to minimize extended storage periods of materials and equipment at the Site by judiciously scheduling deliveries to coincide with construction needs.

Storage of any mechanical or electrical equipment out of doors at any time is absolutely prohibited regardless of the protection furnished. Storage of mechanical and electrical equipment within structures at the Site will not be permitted unless the structures are enclosed.

All mechanical equipment must be coated, wrapped and otherwise protected from snow, rain, drippings of any sort, dust, mud, condensed water vapor, etc. during shipment, storage, and installation and until placed in service.

Should storage of mechanical equipment become necessary before it can be stored at the Site, the Contractor must provide storage in a weatherproof warehouse.

Materials may be stored out of doors if supported above ground surface on wood runners and protected with approved, effective and durable covers.

All storage and protection of materials and equipment at the Site must be subjected to the approval of the Engineer.

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All costs for equipment protection including warehousing or other work to meet the scheduled completion date must be deemed to be included under the Contract and no additional payment will be made.

7.13

FINAL CLEANING

A.

Final Cleaning Under This Contract

1. At the completion of the work, the Contractor for this Contract must remove all rubbish from and about the site of the work, and all temporary structures, construction signs, tools, scaffolding, materials, supplies and equipment which he or any of his subcontractors may have used in the performance of the work. The Contractor must broom clean paved surfaces and rake clean other surfaces of grounds.
2. The Contractor must thoroughly clean all materials, equipment and structures installed under this Contract; all marred surfaces must be touched up to match adjacent surfaces.
3. The Contractor must clean all landscaped areas of all debris and any objectionable material, as determined by the Engineer, and must remove all such debris off-site.
4. The Contractor must remove all temporary erosion control measures and replace with final features as shown on the plans and other Contract Documents contained herein, as directed by the Engineer.

B.

Cleaning Materials and Methods

The Contractor must:

1. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
2. Use each type of cleaning material on only those surfaces recommended by the cleaning material manufacturer.
3. Use only materials which will not create hazards to health or property.
4. The Contractor must only use cleaning methods approved by the Engineer.

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C. Payment for Final Cleaning

No separate payment will be made for the aforementioned work, the cost thereof must be included in the price bid for other items of this Contract.

7.14 OSHA REQUIREMENTS

The Contractor must comply with all applicable OSHA rules and regulations regarding hazardous materials. The Contractor's specific attention is called to OSHA Regulation 29 CFR, Part 1910.120.

7.15 NO SEPARATE PAYMENT

No separate payment must be made for the work specified in the Specific Provisions. All costs must be included in the various Contract items unless otherwise specified.

7.16 BID BREAKDOWN (NOT USED)

7.17 DETAILED WORK DESCRIPTION OF BMP

1. BMP NC-13: Hylan Boulevard

This BMP is located at the east side of Hylan Boulevard between Seaver Avenue and Stobe Avenue. The BMP consists of a new culvert under Hylan Boulevard which would convey flow to the Main Channel and a forebay to reduce storm water discharge velocities of incoming flows from the proposed storm sewers. At the most downstream feature of BMP NC-13, there would also be a weir across the Main Channel with a micropool to collect debris just above the 100-foot-long weir. The proposed weir would control the surface water elevations of the BMP complex. A low, landscaped berm would also be constructed for the purposes of containing storm flows within the BMP. The berm would be constructed along the eastern edge of the BMP parallel to Seaver Avenue, thus preventing flood waters during extended detention from spilling onto private properties.

2. BMP NC-14: Meadow Place

This BMP is located at the north side of Stobe Avenue between Hylan Boulevard and Meadow Place. The BMP consists of 2 forebays to reduce storm water discharge velocities of incoming flows from the proposed storm sewers.

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STRUCTURES AND EQUIPMENT

7.101 WORK INCLUDED

Under structures and equipment work, Contractor must furnish all labor, materials and equipment and must do all work as specified herein and as shown on the Contract Drawings, including all incidental and appurtenant work required for a complete job.

The work must include items of work specified under the following sections:

<u>Section No.</u>	<u>Title</u>
7.102	Dewatering
7.103	Concrete
7.104	Steel Reinforcement
7.105	Welding
7.107-B	Rip Rap Stone/Angular Natural Field Stone
7.110	Sheeting and Bracing
7.116	Aluminum Slide Gate
7.117	Graffiti Resistant Coating
7.129	Concrete Structures
7.133	Check Valve

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7.102

DEWATERING

A. Description of Work

The Contractor must furnish, install, operate and maintain dewatering equipment as required, for BMP and Bluebelt work as specified herein. The dewatering equipment must include, but not be limited to, the following equipment items:

1. Pumps
2. Piping
3. Accessories
4. Wells.

B. General Requirements

1. General Specifications - Work performed under this Section must be in conformance with the NYCDEP Standard Sewer and Water Main Specifications.
2. Examination of the Sites - The Contractor must take all steps that he considers necessary to familiarize himself with the surface and subsurface conditions at the site, and must obtain the data that is required to analyze the water and soil conditions at the site.
3. Shop Drawings - The Contractor must submit to the Engineer for approval shop drawings and any other material required to substantiate conformance with the requirements set forth in the specifications. Shop drawings must include a detailed plan of operations.

C. Dewatering

1. General Information - The Contractor must perform dewatering activities to insure that all construction is performed under dry conditions. If a well point system is proposed, the Contractor must utilize a licensed well driller. The Contractor must always drill down to sand or gravel layer when available and when it is below the lowest excavated invert.

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The Contractor must operate the dewatering pumps continuously, a day before and during construction until all associated work within the influence zone of the well point have been completed.

2. Care and Disposal of Water - Care of water must be in accordance with Section 15 - 1525 of the Environmental Conservation Law.

Water from open cut and/or sheeted excavations, manholes, structures, trenches, or from whatever source, must be disposed of strictly in accordance with methods approved by the Engineer.

The Contractor must submit proposed dewatering methods to the New York State Department of Environmental Conservation for the required permits. If a well point dewatering system is proposed, the Contractor must utilize a licensed well driller. Contractor must contact NYSDEC a minimum of two (2) weeks in advance of dewatering system startup.

When required by the Engineer, such water must be passed through a settling basin and tank of acceptable size and shape and equipped with an overflow. Each settling basin must be cleaned as required and as ordered by the Engineer.

Sufficient water to flush all sewers and drains must be provided by the Contractor when necessary. If any sewer, drain, catch basin, inlet or gutter, that receives dirty water attributable to the Site, should become filled or partially filled with sediment or debris, the Contractor must promptly and satisfactorily remove such deposits.

D. Design Criteria

1. Provide dewatering system which will effectively reduce hydrostatic pressure and lower groundwater levels below excavation levels as necessary for safe and proper prosecution of the work and which will result in obtaining stable, substantially dry subgrade for prosecution of subsequent operations.
2. Design dewatering methods so that the effluent discharge from the sediment control measures (sump pit, sediment tank) does not impact surface water using the following protocol which was developed to monitor dewatering effluent discharge:
  - a. Monitoring of Dewatering Operations

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Prior to the start of dewatering operations, a visual inspection of the installation of the sediment control measure(s) such as a dewatering sump pit and/or a portable sediment tank must be made by the Engineer. Upon commencement of dewatering effluent discharge from the sediment control measures, at least three turbidity measurements of the effluent must be conducted over a 15 minute-period using the following methodology. If the arithmetic mean of these three turbidity measurements is greater than the ambient turbidity level, all dewatering operations must be discontinued until the Engineer is consulted regarding additional control measures.

b. Determination of Ambient Turbidity

Ambient turbidity levels of surface waters must be determined using a Hanna Instruments HI 93703 Portable Microprocessor Turbidity Meter available from Hanna Instruments, Inc., Woonsocket, RI or Orbeco Hellige Portable Turbidity or LaMotte Portable Turbidimeter or equivalent approved by the Engineer. Ambient turbidity measurements must be collected under dry weather conditions. Dry weather conditions are defined as no precipitation in the preceding 48 hours. A minimum of three turbidity measurements must be collected using as follows:

- Water samples must be collected a minimum of 20 feet upstream of the work area prior to commencement of any construction activity.
- Water samples must be collected without disturbing stream bank or stream bed sediments.
- The turbidity measurements must be conducted according to the manufacturer's instructions provided in the meter's Operational Guide. The typical operation is summarized in the following bullets.
- After the meter has been turned on, fill a clean cuvet up to one quarter inch from its rim with thoroughly agitated sample.

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- Allow sufficient time for bubbles to escape before securing the cap.
- Wipe the outside of the cuvet thoroughly with a lint-free tissue.
- Place the cuvet into the cell of the meter.
- Press the Read key and the LCD will display a blinking "SIP" (Sampling in Process). The turbidity value will appear after approximately 25 second.

The arithmetic means of the three dry weather upstream turbidity measurements must be the ambient turbidity level. Turbidity must be measured in Nephelometric Turbidity Units (NTUs).

E. Submittals

Submit the following for approval:

1. Working Drawings

- a. Type of dewatering system proposed, showing arrangement, location and depths of proposed system, complete description of equipment and materials to be used, procedure to be followed, standby equipment, standby power supply and proposed location(s) of points of discharge of water.
- b. Obtain approval from the Engineer and appropriate regulatory agencies prior to installation of system.

F. Job Conditions

1. Subsurface Conditions

- a. Subsurface investigations and groundwater level determinations must be conducted by the Contractor prior to implementation as specified herein.

2. Responsibilities



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- a. Select and install dewatering system to accomplish groundwater control as specified.
- b. Monitor quality of discharge from dewatering system to determine if soil particles are being removed by system.
- c. Measure to ascertain if movement is caused in adjacent areas by dewatering operations; take approved measures to minimize such movement.
- d. Take measures to prevent damage to property.
- e. Repair as approved damage, disruption or interference resulting directly or indirectly from dewatering operations.
- f. Remove sediments from all intercepted groundwater or surface water as specified herein and approved by the Engineer and the jurisdictional agency concerned. Under no circumstances must the Contractor directly discharge, without treatment, into the drainage channel or creek.

G. Sump Pit

The Contractor, at the direction of the Engineer must provide a stone filled pit with perforated standpipe/nozzle wrapped with filter fabric in which intercepted groundwater is pumped to an approved location.

The size and shape of the sump pit will vary due to site conditions. The size of pump should be determined from manufacturer's specifications.

1. The standpipe must be a perforated 12"-24" diameter corrugated metal or PVC pipe.
2. A base of 2" aggregate must be placed in the pit to a depth of 12". After installing the standpipe, the pit surrounding the standpipe must then be backfilled with 2" clean aggregate.
3. The standpipe must extend 12"-18" above the lip of the pit.
4. The standpipe must be wrapped with filter fabric before installation. If desired, 1/2" x 1/2" hardware cloth may be placed around the standpipe, prior to attaching the filter fabric. This will increase the rate of water seepage into the pipe.

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H. Surface Drainage

1. Intercept and divert surface drainage away from BMP or other excavations, wells by use of dikes, ditches, swales, open stone lined channel, temporary diversion pipes which could be either on the surface or buried, sumps or other means. To properly install buried diversion pipe the contractor may be required to excavate.
2. Design surface drainage systems to prevent erosion on or off the site or unwanted water flow.
3. Remove surface drainage system when no longer required.
4. Remove debris and restore site(s) to original conditions.

I. Drainage Of Excavated Areas

1. Provide and maintain ditches of adequate size to collect surface and subsurface water and seepage which may enter excavations and divert water into sump so that it can be drained or pumped into drainage channels as approved by the Engineer and the jurisdictional agency concerned.
2. Install settling basins or other approved apparatus as necessary to reduce amount of fine particles carried by water diverted away from excavation.
3. When no longer necessary, backfill and seal drainage ditches, sumps and settling basins with approved material.

J. Execution

1. Install dewatering system as specified and with the approval of the Engineer.
2. Demonstrate by approved methods that no soil particles are present in water after 12 hours of initial pumping or draining and additionally as directed.
3. Dispose of precipitation and subsurface water away and clear of the work area. Keep excavation dry.
4. Maintain continuous and complete effectiveness of the installation.

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5. Maintain water level at such elevation that no damage to structure or plant material can occur because of excessive hydrostatic pressure. In any event, maintain water level two feet minimum below bottom of subgrade until sufficient concentrate work or backfilling or both has been completed to adequately offset uplift pressures.

K. Dewatering System Removal

1. Remove and dispose of all stone, filter fabric and piping that comprise curtain drains and/or sump pits used in dewatering in accordance with Federal, State and local regulations at a permitted site.
2. Backfill remaining space as necessary to restore surface and subsurface to its original or proposed condition in accordance with the Engineer's approval.

L. No Separate Payment

Dewatering work must be performed by the Contractor only as directed by the Engineer. The cost for all labor, materials and equipment required for the Dewatering must be deemed included in the bid price for other Contract Items. No separate payment must be made for Dewatering.

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7.103 CONCRETE

A. Work Included

Description - The Contractor must furnish, and place all structural and nonstructural concrete as indicated on the Contract Drawings and as specified herein. Nonstructural concrete does not include steel reinforcement and is used for stone embedment, sidewalks, pedestrian ramps, curbs, concrete cores, mud mats, cradles and fill concrete or as noted on the Contract Drawings.

B. General Requirements

1. General Specifications - The General Specification: 11-Concrete (Dated November 1991) and NYCDEP Standard Sewer and Water Main Specifications is declared to be part of this specification, the same as it is fully set forth elsewhere herein. Copies of this specification may be obtained from the Department. Concrete work must conform to all requirements of that specification.

2. Submittals

The Contractor must submit to the Engineer for approval shop drawings and other materials required in accordance with the requirements set forth on the Contract Drawings and the Specifications in accordance with the NYCDEP Standard Sewer and Water Main Specifications. Submittals must also include all material required under the "Submittals" section of the chapters of General Specification 11, Concrete, and any additional submittals hereinafter specified.

C. Measurement and Payment

The quantity to be measured for payment under this Section must be the total number of cubic yards of approved additional or requested concrete placed as directed by the Engineer, as required under section 20.2 in the "Measurement and Payment" chapter of General Specification 11 - Concrete.

The contract price per cubic yard of approved structural and nonstructural concrete must be as indicated on the BID SCHEDULE OF PRICES, Item No. BMP-7.103-A (Non-Structural) and Item No. BMP-7.103 (Structural). The bid price must constitute full compensation for all labor, materials, equipment and work incidental thereto, necessary to complete this item in

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accordance with the plans and specifications to the satisfaction of the Engineer.

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7.104 STEEL REINFORCEMENT

A. Description of Work

1. The Contractor must furnish and install all reinforcing steel as indicated on the Contract Drawings and specified herein.

2. General Requirements

- a. General Specifications - Steel reinforcement, electrically welded mesh and steel wire must conform to the requirements of Chapter 5 - General Specification 11 - Concrete, November 1991 and the NYCDEP Standard Sewer Specifications.

Metal chairs, ties or wires must not extend to the concrete surfaces. Approved form ties must provide deep recesses which must be carefully filled with grout after forms are stripped.

- b. Shop Drawings - The Contractor must submit to the Engineer for approval, shop drawings and other material required to substantiate conformance with the requirements set forth on the Contract Drawings and the Specifications. Shop drawings must include, but not be limited to the requirements of General Specification 11 - Concrete.

Detailed placing and shop fabricating drawings, prepared in accordance with ACI 315 must be furnished for all concrete reinforcement. These drawings must be made to such a scale as to clearly show construction joint locations, openings, the arrangement, spacing and splicing of the bars. No materials shall be cut or fabricated until related drawings have been approved by the Engineer.

- c. Submittals - The Contractor must also submit the following:
  - 1) Mill test certificates.
  - 2) A description and sample of the reinforcing steel manufacturer's marking pattern.

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- 3) Request to use mechanical couplers along with manufacturer's literature on mechanical couplers with instructions for installation, and certified test reports on the couplers capacity.

B. Execution

1. General Information - The Contractor must install under this Section all steel reinforcement required for a complete installation for the structural work of this Contract. Bar sizes must be as indicated on the Contract Drawings except as otherwise ordered or approved by the Engineer.
2. Materials and Installation - The steel reinforcement must conform to the requirements as hereinbefore specified and to General Specification 11 – Concrete, Chapter 5 - Reinforcement. Reinforcing bars must be deformed new billet steel bars conforming to ASTM A615, Grade 60. Wire mesh reinforcement must conform to ASTM A185.
3. Welding - Wherever welding of reinforcing rods to other reinforcement or structural shapes is indicated, the welding of reinforcing steel must conform to General Specification 11 – Concrete, Chapter 5.
4. Coiled Reinforcing – Must not be permitted.
5. Mechanical Couplers – Hot-forged sleeve type couplers must not be used.
6. Dowel Adhesive System - Where shown on the Drawings, reinforcing bars anchored into hardened concrete with a dowel adhesive system must use a two-component adhesive mix which must be injected with a static mixing nozzle following manufacturer's instructions. Thoroughly clean drill holes of all debris and drill dust with wire brush prior to installation of adhesive and reinforcing bar. The embedment depth of the bar must be per manufacturer's recommendations, so as to provide a minimum allowable bond strength that is equal to 125 percent of the yield strength of the bar, unless noted otherwise on the Drawings. Engineer's approval is required for use of this system in locations other than those shown on the Drawings.
7. Delivery, Storage and Handling

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- a. All reinforcing must be neatly bundled and tagged for placement when delivered to the job site. Bundles must be properly identified for coordination with mill test reports.
- b. Reinforcing steel must be stored above ground on platforms or other supports and must be protected from the weather at all times by suitable covering. It must be stored in an orderly manner and plainly marked to facilitate identification.
- c. Reinforcing steel must at all times be protected from conditions conducive to corrosion until concrete is placed around it.

8. Placing

- a. Reinforcing steel must be accurately positioned as shown on the Drawings and must be supported and wired together to prevent displacement, using annealed iron wire ties or suitable clips at intersections. All reinforcing steel must be supported by concrete, plastic or metal supports, spacers or metal hangers which are strong and rigid enough to prevent any displacement of the reinforcing steel. Where concrete is to be placed on the ground, supporting concrete blocks (or dobies) must be used in sufficient numbers to support the reinforcing bars without settlement. In no case shall concrete block supports be continuous.
- b. The portions of all accessories in contact with the formwork must be made of plastic or steel coated with a 1/8 inch minimum thickness of plastic which extends at least 1/2 inch from the concrete surface. Plastic must be gray in color.
- c. Tie wires must be bent away from the forms in order to provide the specified concrete coverage.
- d. Reinforcing bars additional to those shown on the Drawings, which may be found necessary or desirable by the Contractor for the purpose of securing reinforcing in position, must be provided by the Contractor at no additional cost to the City.



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- e. Reinforcing placing, spacing, and protection tolerances must be within the limits specified in ACI 318 except where in conflict with the Building Code, unless otherwise specified.
- f. Reinforcing bars may be moved within one bar diameter as necessary to avoid interference with other concrete reinforcing, conduits, or embedded items. If bars are moved more than one bar diameter, or enough to exceed placing tolerances, the resulting arrangement of bars must be as acceptable to the Engineer.
- g. Welded wire fabric must be supported on slab bolsters spaced not less than 30 inches on centers, extending continuously across the entire width of the reinforcing mat and supporting the reinforcing mat in the plane shown on the Drawings.
- h. Bars with kinks or bends not shown on the Drawings must not be used.

9. Splicing

- a. The length of lap for reinforcing bars, unless otherwise shown on the Drawings must be in accordance with ACI 318 for a class B splice.
- b. Laps of welded wire fabric must be in accordance with ACI 318. Adjoining sheets must be securely tied together with No. 14 tie wire, one tie for each 2 running feet. Wires must be staggered and tied in such a manner that they cannot slip.
- c. Mechanical splices must be used only where shown on the drawings or when approved by the Engineer.
- d. Couplers which are located at a joint face must be a type which can be set either flush or recessed from the face as shown on the Drawings. The couplers must be sealed during concrete placement to completely eliminate concrete or cement paste from entering. After the concrete is placed, couplers intended for future connections must be plugged and sealed to prevent any contact with water or other corrosive materials. Threaded couplers must be plugged with plastic plugs which have an O-ring seal.

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C. No Separate Payment

No separate payment will be made for this work of this specification. All costs must be included in the various Contract Items of this Contract.

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7.105

WELDING

A. Description of Work

1. The Contractor must perform all welding as indicated on the Contract Drawings and as specified herein.

B. General Requirements - All welding must be in accordance with specified standards as modified or supplemented by these Specifications. No welding must be done when the base-metal temperature is lower than 32 degrees Fahrenheit. The subcontractor must be responsible for the quality of the welding and must set up and record procedures for welding all metals included in the work, Welding must not be started until procedure, welders, and welding operators have been qualified by tests and copies of all records and reports submitted for approval. Costs of such testing must be borne by the Contractor. Each weld shown or indicated on the Contract Drawings must be made as specified on the approved procedure specifications provided to cover each type of weld. Welding of any special steel must adhere, without deviation, to the written instructions of the steel manufacturer.

1. Welded Construction - Welded construction must be used only where indicated on the Contract Drawings and approved shop drawings. The AWS Specification D1.1 (latest edition) Structural Welding Code or AWS D1.4 (latest edition) Structural Welding Code - Reinforcing Steel, as applicable and other requirements of this Section must apply to the welded joints. Unless otherwise specified, welding must be by automatic submerged arc or semi-automatic submerged arc,
2. Test Specimens - Test specimens must be prepared by the Contractor for each type of welded joint as designated in paragraph entitled Procedure Qualification. Destructive tests of specimens for procedure and welder qualifications must be conducted in accordance with AWS D1.1, Section 4, Qualifications, and the requirements specified herein.
3. Groove Welds - All groove welds must be 100 percent complete penetration welds as defined in AWS D1.1 or shown in AWS D1.4 for reinforcing steel, regardless of whether a backup plate is shown, or whether the supplementary backing weld or melt-through symbol is included, in each groove-weld symbol shown, unless partial penetration is included in the weld symbol.

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C. Welding Procedure

1. General Information - Welding procedures and procedure qualification tests must be required for all welding covered by this specification to demonstrate that the combination of process, material, and technique produces the desired welds. These procedures, when qualified, become the welding procedure specification which must be followed in making weldments on materials within ranges shown in the Contract Drawings (and Specifications), and provide a means of assuring reproducible results and quality control. Procedure specifications and procedure qualification test results must be kept by the Contractor and must be available for examination by the Engineer. Five copies of the procedure specifications and test results must be submitted for approval. Welding procedure specifications and tests must be individually identified or completed on the shop details and erection drawings. Welding must not be performed on any contract item before approval of procedure specification and qualification testing by the Engineer.
  - a. Welding Procedure Specification - A separate Procedure Specification must be prepared for each type of weld which varies in accordance with the definition of essential changes as listed in AWS D1.1, Section 5.
  - b. Procedure Qualification - Each type of weld made by a specific process must be qualified by tests as specified in AWS D1.1 or as specified herein for reinforcing steel.
  - c. Procedure Specification Requalification - When an essential variable, as specified in AWS D1.1, is changed, the procedure must be requalified.
  - d. Dissimilar Steels - Where dissimilar steels are welded together, the procedure must be the same as for the lower-strength steel.
  - e. Groove Welds - All groove welds must be 100 percent complete penetration welds as defined in AWS D1.1 or shown in AWS D1.4 for reinforcing steel, regardless of whether a backup plate is shown, or whether the

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supplementary backing weld or melt-through symbol is included, in each groove-weld symbol shown, unless partial penetration is included in the weld symbol.

- f. Welded Studs - Gun welded studs must conform with the requirements of AWS D1.1, Section 7.
- g. Electrodes - Electrodes for structural steel welding must conform with AWS D1.1, Section 4, as applicable.

D. Performance Certification Of Welders And Welding Operators

- 1. General Information - Each welder and welding operator assigned to work on this Contract must be certified in conformance with AWS D1.1, the requirements of this Specification. Welders must be New York City certified, and all welding must be done in conformity with the New York City Building Code.
  - a. Welder's Certificates - Upon completion of the applicable qualification tests, each welder and welding operator must be provided with a certificate by the Contractor. The certificate must state the type of welding and positions for which he is qualified, the code under which he is qualified, and the firm or individual certifying the qualification tests. The certificate must be kept on file at the job site by the Contractor and must be made available for examination and approval by the Engineer. The certificate will remain in effect except when requalification of the welder or welding operator is required as specified in AWS D1.1 and the requirements of this Specification.
  - b. Welder's Identification - The Contractor must assign each welder identifying number, letter, or symbol which must be used by the welder to identify all welds made by him. For identification, the welder must lightly stamp his symbol adjacent to the weld by means of a metal stamp.
  - c. Welder's Record - The Contractor must maintain a record of all welders and welding operators employed on the Contract showing the date and results of tests and the identification mark assigned to each welder. These records must be certified by the Contractor and made accessible to authorized

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personnel. Copies of the record must be furnished to the Engineer.

- d. Technique - Technique must conform to AWS Specification D1.1, Section 4, entitled Technique, and the requirements of this Specification.

E. Supervision

All shop and field welding must be under the immediate supervision of a representative of a standard testing agency or an approved inspection agency reporting directly to, and under the control of, the Department of Design and Construction. The Contractor must submit the name of such agency to the Commissioner for approval before starting work. The costs of all welding inspections and tests must be borne by the Contractor.

F. Inspection and Tests During Construction

The Engineer will make periodic checks of each welder to determine that welds are being made as specified in the approved procedure specifications. Welding speed may be estimated. All welds will receive 100 percent visual inspection by the Engineer to determine weld size and profile, surface cracks, overlap, and undercut. The Engineer reserves the right to perform any test on any weld, including liquid penetrant, magnetic particle, radiographic, and ultrasonic.

G. Acceptance Requirements

1. Welds, other than stud welds, are acceptable if inspection indicates conformance within the following limitations:
  - a. Cracks - All welding exhibiting any cracks, either in the weld metal or the parent metal, will be rejected.
  - b. Undercut - Undercut must not be more than 1/32 inch deep.
  - c. Convexity or Reinforcement - Convexity or reinforcement of a weld face must not exceed the limits shown in AWS D1.1, and there must be no overlap.
  - d. Fusion - Incomplete fusion or lack of penetration will not be allowed.

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- e. Small Inclusions - Slag inclusions, porosity, and other fusion defects less than 1/16 inch in greatest dimension will be allowed if well dispersed and the sum of the greatest dimensions in any linear inch of welded joint does not exceed 3/8 inch.
- f. Large Inclusions - Slag inclusions, porosity, and other fusion defects 1/16 inch or larger in greatest dimension will be allowed providing such defects do not exceed the limits specified in AWS D1.1.

H. Repair of Defective Welds

- 1. In lieu of rejection of an entire piece or member containing welding which is unsatisfactory or which indicates inferior workmanship, the corrective measures listed hereunder may be permitted by the Engineer whose specific approval must be obtained for making each correction. Corrective measures must be made at the Contractor's expense and to the satisfaction of the Engineer and/or an acceptable independent testing lab
- 2. Defective or Unsound Welds or Base Metal - Defective or unsound welds or base metal must be corrected either by removing and replacing the entire welds, or as follows:
  - a. Convexity and Overlap - Excessive convexity and overlap, defined in paragraph Acceptance Requirements, must be reduced by removal of excess weld metal.
  - b. Concavity - Any concavity of weld, crater, undersize welds, undercutting: clean and deposit additional weld metal.
  - c. Discontinuities - Excessive weld porosity, slag, inclusions, defined in the paragraph entitled Acceptance Requirements, and incomplete fusion: remove defective portions and reweld.
  - d. Cracks - Cracks in weld or base metal: remove crack throughout its length, including sound weld metal 2 inches beyond each end of the crack; follow by the required rewelding.

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3. Removal - The removal of weld metal or portions of the base metal must be done by chipping, grinding, oxygen cutting, oxygen gouging, or air carbon-arc and in such a manner that the remaining weld metal or base metal is not nicked or undercut. Defective portions of the weld must be removed without substantial removal of the base metal.
4. Additional Metal - Additional weld metal must be deposited using an electrode smaller than that used for making the original weld, and not more than 5/32 inch diameter. The surface must be cleaned thoroughly before welding.
5. Inaccessibility - Where work performed subsequent to the making of a deficient weld has rendered the weld inaccessible or has caused new conditions which would make the correction of the deficiency dangerous or ineffectual, the original conditions must be restored by removing the welds or members, or both, before making the corrections, or the deficiency must be compensated for by additional work done according to an approved revised design.
6. Caulking - Caulking of welds must not be permitted.
7. Improper Fit - Improperly fitted parts may be cut apart and rewelded. Members distorted by welding must be straightened by mechanical means or by carefully supervised application of a limited amount of localized heat. The temperature of heated areas must not exceed 1,200 degrees F (a dull red color). Temperature must be carefully measured with temperature indicating crayons during the heating operation. Parts to be heated for straightening must be substantially free of stress and from external forces, except those stresses resulting from mechanical means used in conjunction with the application of heat.
8. Peening - No peening must be done on the root or surface layers of a weld. Peening of intermediate weld layers may be used only if authorized by the Engineer and directed by him. Care must be exercised to prevent overpeening which may cause overlapping, scaling, cracking, flaking, or excessive cold working of weld and base metal.

I. No Separate Payment



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No separate payment will be made for this work of the specification. All costs must be included in the various Contract Items of this Contract.

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7.107-B RIP-RAP STONE /ANGULAR NATURAL FIELD STONE

A. Description of Work

Under this item, the Contractor must perform all work necessary to install rip-rap stone or angular natural field stone where directed by the Engineer, to protect the soil surface from erosive forces and/or improve the stability of soil slopes as well as water feature bottoms that are subject to seepage or have poor soil structure.

In general, rip-rap stone must be utilized for both temporary and permanent constructed features such as erosion control features, channel side slopes and bottoms, grade sills, slope drains, grade stabilization structures, storm drains, and cut and fill slopes subject to seepage, erosion or weathering, particularly where conditions prohibit the establishment of vegetation.

Angular natural field stone must be utilized to stabilize, reinforce or restore naturally occurring features as well as features that are intended to appear natural, such as stream side slopes, banks and bottoms, wetlands, shorelines subject to erosion, culvert inlets and outlets, outlet stilling basins and natural upland side slopes.

Rip-rap stone may be substituted with angular natural field stone as directed by the Engineer. The Contractor may use field stones excavated in the project site, contingent upon the approval of the Engineer.

B. Materials Used

Rip-Rap Stones/Angular Natural Field Stones

Stones must be a well-graded mixture with 50% by weight larger than the specified design size. The diameter of the largest stone size in such a mixture must be 1.5 times the d50 size with smaller sizes grading down to 1 inch. The stone size installed must be as directed by the Engineer and as shown on the Contract Drawings.

The minimum layer thickness must be 1.5 times the maximum stone diameter, but in no case less than 6 inches or as specified on the Contract Drawings.

Stones for rip-rap must be hard, durable quarry materials. Stones used for natural field stones must be hard, durable field materials and must be dark in coloration. They must be angular and not subject to breaking down when exposed to water or weathering. The specific gravity must be at least 2.5.

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Stones must be free of decomposed stone, clay rock dust and other objectionable material. Existing stone walls and broken concrete or recycled stone must not be used as stones. Broken concrete is not acceptable.

C. Construction Methods

Subgrade Preparation

Prepare the subgrade for stones to the required lines and grades shown on the plans. Compact any fill required in the subgrade to a density approximating that of the undisturbed material or overfill depressions with stones. Remove brush, trees, stumps and other objectionable material. Cut the subgrade sufficiently deep so that the finished grade of the stones will be at the elevation of the surrounding area. Channels must be excavated sufficiently to allow placement of the stones in a manner such that the finished inside dimensions and grade of the stones meet design specifications.

Rip-Rap/Angular Natural Field Stone Placement

Placement of the stones must follow immediately after placement of the filter. Place stones so that it forms a dense, well-graded mass of stone with a minimum of voids. The desired distribution of stones throughout the mass must be obtained by selective loading at the quarry and controlled dumping during final placement. Place stones to its full thickness in one operation. Do not place stones by dumping through chutes or other methods that cause segregation of stone sizes. Be careful not to dislodge the underlying base or filer when placing the stones.

The toe of the stones must be keyed into a stable foundation at its base as shown on the Contract Drawings. The toe must be excavated to a depth of 2.0 feet. The design thickness of the stones must extend a minimum of 3 feet horizontally from the slope. The finished slope must be free of pockets of some stone or clusters of large stones. Hand placing will be required to achieve proper distribution of stone sizes to produce a relatively smooth, uniform surface. The finished grade of the stones must blend with the surrounding area.

D. Measurement and Payment

The quantity to be measured for payment under this Section must be the total number of cubic yards of approved stones, measured in stockpiles, containers and/or vehicles and placed as directed by the Engineer.

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The contract price per cubic yard of approved stone material placed must be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.107-B. The bid price must include the full compensation for all labor, materials, equipment and work incidental thereto, necessary to furnish, place and incorporate and all other work incidental thereto, in accordance with the plans and specifications to the satisfaction of the Engineer.

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7.109 GEOTEXTILE FABRIC

A. Description of Work

Under this item, the Contractor must furnish all equipment and perform all work necessary to place geotextile fabric as indicated in the Contract Drawings and specifications and as directed by the Engineer.

B. Construction Methods

The geotextile fabric must be Enkadrain 9120; GEI Works, or equivalent with the following specifications:

<u>Property</u>	<u>Test Method</u>	<u>Unit</u>	<u>Specification</u>
Material	Non-woven geotextile fabric		
Unit Weight	ASTM D1777	oz/sq. yd	4.3 (min)
Flow Rate	Falling Head Test	gpm/sq. ft.	120 (min)
Puncture	ASTM D751	lbs.	60 (min)
Thickness		in.	0.8 (min)

C. Measurement and Payment

The quantity to be measured for payment under this Section must be the number of square feet of surface area on which Geotextile Fabric has been installed in accordance with the plans and specifications and directions of the Engineer.

The contract price per square ft. of Geotextile Fabric must be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.109. The bid price must include the costs for all labor, material, equipment and incidental work in accordance with the plans and specifications to the satisfaction of the Engineer.

The cost for all labor, materials and equipment required to place the geotextile fabric under the concrete structures must be deemed included in the price bid under detailed specifications for concrete structures Section 7.129.

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7.110 SHEETING AND BRACING

A. Description of Work - The Contractor must furnish and install sheeting together with all bracings as required for excavations in accordance with the provisions contained herein.

B. General Requirements

1. Shop Drawings - The Contractor must submit to the Engineer for approval, shop drawings and other material required to substantiate conformance with the requirements set forth on the Contract Drawings and these Specifications.
2. Calculations - The Contractor must submit to the Engineer for approval design calculations of his proposed sheeting and bracing plan. Such calculations must incorporate all applicable loads as per the New York City Building Code and must be signed and sealed by a New York State licensed professional engineer. The Contractor must include with the calculations his detailed plan of operation as regards to the installation of the sheeting, method of excavation and removal of sheeting for the review by the Engineer.
3. The Contractor must have at least three (3) projects similar in scope and type within the last five years in driving sheet piles.
4. The Contractor must be responsible for the adequacy of all sheeting and bracing and for all damage resulting from sheeting and bracing failure or from placing, maintaining and removing it.

C. Construction Sheeting

1. General - Sheeting required by the Contractor for sheeting excavations, etc. must be designed and submitted by the Contractor for the Engineer's review. Sheeting must be removed at the conclusion of construction unless otherwise indicated or approved by the Engineer. Sheeting must be either steel or wood sheeting as specified herein below.
2. Steel Sheeting - Sheeting must conform to the requirements of ASTM A328. Sheet piles must be new and must be of the continuous interlock type of the section, length and weight shown on the Contract Drawings.

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3. Structural steel and other accessories such as walers, braces, tie-rod assemblies, plates and similar members used with sheet piling must conform to ASTM A36.
4. Fastening - Bolts, nuts and washers must conform to the requirements of ASTM A325 or A307. Connections must be provided by the Contractor in accordance with AISC Specification for the Design, Fabrication and Erection of Structural Steel. Connections must be subject to the Engineer's approval. Welding must conform to the requirements of Detailed Specification 7.106, Welding.
5. Wood Sheeting - Timber of wood sheeting must be Douglas Fir standard grade or Southern Yellow Pine No. 25R with extreme fiber unit bending stress not less than 1200 psi. All lagging must be full size lumber (undressed), and must be sound, free from shakes, large knots, and other defects which might impair its strength. Used timber may be furnished if equal in strength to that of corresponding new timber. Where conditions require tight sheeting to prevent loss of ground, tongue and groove wood sheeting must be used.
6. Sheeting to be Left in Place - Construction sheeting to be left in place must be indicated on the drawings. The Contractor must cut off piling 2 ft. below ground surface or to the grades shown on the Contract Drawings.
7. Bracing and Anchorage - Bracing and anchorage must be shown on the shop drawings.
8. Installation - The Contractor must examine the areas and conditions under which steel sheet piling is to be installed. The Contractor must notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. The Contractor must not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Engineer.

D. No Separate Payment

The quantity to be measured for payment under this Section must be the total number of square feet supplied and installed in accordance with the plans and specifications and direction of the Engineer.

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All costs for the installation of sheeting and bracing performed in conjunction with the construction and installation of concrete structures will be included under the unit bid price for Concrete Structures Section 7.103.

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7.113 MISCELLANEOUS PIPING

A. Work Included

Contractor must furnish, install, test and place into satisfactory operation all piping and fittings as shown on the Contract Drawings and specified herein. Work performed under this Section must conform to the NYCDEP Standard Sewer and Water Main Specifications, except as specified and/or modified herein.

B. Piping Materials

1. Ductile Iron Pipe and Fittings:

Ductile iron pipe and fittings must comply with the requirements of the NYCDEP Standard Sewer and Water Main Specifications except as modified herein.

- a. Ductile iron piping thickness classification must be Class 56.
- b. All flexible couplings and flanged coupling adapters with the exception of piping encased in concrete must be harnessed as shown on the Contract Drawings.
- c. Push-on Joints: Conform to ANSI A21.11 for rubber ring compression push-on joint.

C. Installation

1. General

- a. Store and handle pipe in accordance with requirements of AWWA C600, latest revision and additional requirements of the manufacturer.
- b. Install piping as shown on the Contract Drawings, specified herein and as recommended by the manufacturer.
- c. Request instructions from Engineer before proceeding if there is a conflict between the manufacturer's recommendations and the Contract Drawings or Specifications.

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- d. Pipe, fittings and accessories that are cracked, damaged or in poor condition or with damaged linings must be rejected.
- e. Make sure that the inside of the piping is free from dirt and debris prior to and during installation. Remove debris from installed piping prior to testing.

D. Buried Pipe:

1. Conform to manufacturer's instructions and to AWWA C600 where applicable.
2. Provide pipe bedding for all buried piping as shown on the Contract Drawings.
3. Pipe, fittings and specials must be carefully lowered into the trench in a manner as to prevent damage to the pipe or pipe coatings.
4. Install all pipe accurately to line and grade shown unless otherwise approved by the Engineer. Remove and relay pipes that are not laid correctly.
5. Slope piping uniformly between elevations given.
6. When it is necessary to deflect pipe from a straight line either in the vertical or horizontal plane, the maximum deflection must not exceed 75 percent of the manufacturer's recommended values for the joint.
7. Ensure that water level in trench is at least 6 inches below bottom of pipe. Do not lay pipe in water. Maintain dry trench until jointing and backfilling are complete.
8. Start laying pipe at lowest point and proceed toward the higher elevations, unless otherwise approved by the Engineer.
9. Place bell and spigot pipe so that bells face the direction of laying, unless otherwise approved by the Engineer.
10. Excavate around joints in bedding and lay pipe so that only the barrel receives bearing pressure from the trench bottom.

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11. Blocking under piping must not be permitted unless specifically excepted by the Engineer for special conditions. If permitted, conform to requirements of GS-30.18 and GS-30.19.
12. Prior to laying pipe every precaution must be taken to ensure that no foreign material enters the piping. Interior of all pipe and fittings must be inspected and all dirt, gravel, sand, debris or other foreign material must be completely removed from pipe interior before it is moved into the trench. Bell and spigot mating surfaces must be thoroughly wire brushed and wiped clean and dry immediately before pipe is laid.
13. All pipe and fittings must be carefully examined for cracks, damage or other defects while suspended above the trench before installation. Defective materials must be immediately removed from site.
14. Every time that pipe laying is not actively in progress, the open ends of pipe must be closed by a water-tight plug or cap.
15. Field cutting pipe, where required, must be made with a machine specially designed for cutting piping. Tools as allowed by GS-30.18, if in accordance with the pipe manufacturer's recommendations, must be used for field cutting ductile iron pipe. If these tools are not recommended by the manufacturer, the manufacturer's recommended tools must be used in the work. Cuts must be carefully done, without damage to pipe or lining, so as to leave a smooth end at right angles to the axis of pipe. Cut ends must be tapered and sharp edges filed off smooth. Flame cutting will not be allowed.
16. Touch up protective coating in a satisfactory manner prior to backfilling. Joint coatings and touch up must be applied equal to the shop applied coatings.
17. No pipe must be completely backfilled until the Engineer approves of the installation after demonstration of successful testing.

E. Testing

1. Test all piping as specified below except as otherwise authorized by the Engineer.
2. Notify the Engineer 48 hours in advance of testing.

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3. Provide all testing apparatus, including pumps, hoses, gages and fittings.
4. Pipelines must hold the specified test pressure for a period of 2 hours.
5. Pipelines which fail to hold specified test pressure or which exceed the allowable leakage rate must be repaired and retested.
6. Test pressures required are at the lowest elevation of the pipeline section being tested unless otherwise specified.
7. Conduct all tests in the presence of the Engineer. Repeat tests in the presence of local authorities having jurisdiction if required by them.

F. Measurement and Payment

The quantity to be measured for payment under this Section must be the total number of linear feet of 12" Ductile Iron Pipe furnished in accordance with the plans and specifications and directions for the Engineer.

The contract price per linear foot of 12" Ductile Iron Pipe must be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.113-12. The bid prices must include all work such as, but not limited to, excavation, sheeting, crushed stone, backfill and any other necessary work to furnish and install miscellaneous pipe in accordance with the plans and specifications to the satisfaction of the Engineer.

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7.114-B FRP WEIR PLATES

A. Work Included

1. Description - The Contractor must provide all labor, materials, equipment and incidentals as shown, specified and required to furnish and install fiberglass-reinforced weir plates complete and operational with all anchor bolts, fasteners and accessories.
2. Shop Drawings - The Contractor must submit to the Engineer for approval shop drawings and other material required in accordance with the requirements set forth on the Contract Drawings and the Specifications. Shop drawings include, but are not limited to:
  - a. Manufacturer's literature, illustrations, specifications and engineering data including: materials of construction, dimensions, weight and performance data.
  - b. Drawings showing the general arrangement of the weir and methods of installation with detailed mounting information.

B. Materials

1. General Information - FRP weir plates must be 1/2" thick unless otherwise noted and constructed to the dimensions as per Contract Drawings.
2. Bolting hardware must be locking type.
3. Bolting Hardware must be type 316L stainless steel for all bolts, nuts and washers.
4. A neoprene side seal must be placed on the sides of the weir plates. The neoprene side seal material must be D2000 grade 2BC515.

C. Details of Construction

1. Weir plates must be type I fabricated as defined in Section 1.1 of AWWA F102.
2. Weir plates must be constructed with the following material:
  - a. Fibrous Glass: Materials used must be continuous filament Type E (electrical borosilicate), glass with a chrome or

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silane finish and a styrene soluble binder compatible with the resin. Surfacing veil, if used, must be 0.010 to .020 inch thick Type C (chemical) or equivalent with silane finish and a styrene soluble binder on both sides.

3. Additives: Use thixotropic agents, mold release agents, promoters catalysts and low-shrink thermoplastic agents required for molding compounds used in the matched-die molding.
4. Plastic Resin:
  - a. Resin must be a commercial-grade polyester thermosetting resin, which has either been evaluated in a laminate or which has been determined to be acceptable for the service conditions intended.
  - b. Resin must contain no fillers or additives except as follows:
    1. A thixotropic agent, up to 5 percent by weight, which does not interfere with laminate quality or with the required chemical resistance of the laminate, may be added for viscosity control.
    2. Pigments, dyes or colorants used must be light stable, not soluble in water and compatible with the resin. Color must be selected by the Engineer.
    3. Ultraviolet Stabilization: Provide 0.25 percent by weight ultraviolet stabilizers in all laminates. The laminate must exhibit not greater than 2 percent deterioration of flexural and tensile properties after 1000 hours of exposure in a Type E, single open-flame, sunshine carbon-arc lamp apparatus as detailed in ASTM G23.

D. Laminate Construction For Weir Plates

1. General: Produce fiberglass-reinforced plastic fabrications by the matched-die molding process to ensure smooth resin-rich surfaces and edges, dimensional accuracy and consistency. Mold weir plate notches within dies for increased corrosion and weather resistance. Sand and seal all cut edges with non air inhibited resin to ensure edges are completely sealed and to prevent water or chemical penetration of laminate. The laminate must consist of exterior layer

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and an interior layer.

2. Exterior Layer: The exterior surface must be free of cracks and crazing with a smooth finish. This surface must consist of 0.01 to 0.02 inch of resin-rich layer reinforced with chopped strand glass. Other methods of surface protection must be submitted to the Engineer for approval.
3. Interior Layer: The interior layer must be constructed to provide the necessary physical properties. Where separate layers such as mat, cloth or woven roving are used, all layers must be lapped a minimum of one inch. Laps must be staggered. If woven roving or cloth is used, a layer of chopped strand glass must be placed as alternate layers. A minimum of 0.1 inch of the laminate next to the exterior surface must be reinforced with non-continuous glass strands having fiber lengths from 0.5 to 2.0 inches.

Laminate glass to resin ratio must be 30 percent glass and 70 percent resin.

4. Cut Edges: All cut or machined edges must be coated with resin with all voids filled and no glass fibers exposed.
5. Dimensions:
  - a. Flat Crested Weir Edge; Weir plates must be straight and vary not more than  $\pm 1/8$  inch in 3 feet.
  - b. Weir Plate Anchor Bolt Holes/Slots - Holes for wall mounting must be dimensioned as shown on contract drawings. Variation in center-to-center dimensions between holes must not exceed  $\pm 1/8$  inch.
6. Finish and Appearance:
  - a. The flat surfaces and edges of all weir plates, baffles, mounting brackets, closure plates and gates must be free from porosity, voids and dry glass. Make surfaces and edges resin-rich to provide maximum resistance to corrosion and weathering.
  - b. Fabrications containing porosity, voids, dry glass, delamination or defects not allowed in Table 1 of AWWA F102 may be rejected. Repair of defects to meet maximum

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allowable level of deviation specified in Table 1 of AWWA F102 will be permitted provided repair work is performed in a neat manner, is blended smooth and does not affect the serviceability of the fabrication. All such remedial work must be subject to approval of Engineer.

7. Minimum Physical Requirements: All laminates must meet the minimum physical properties listed below:

Value of Property	Test Method	Property
Tensile Strength	ASTM D638	15 x 10 <sup>3</sup> psi
Flexural Strength	ASTM D790	25 x 10 <sup>3</sup> psi
Flexural Modulus	ASTM D790	0.8 x 10 <sup>6</sup> psi
Barcol Hardness	ASTM D2583	40
Izod Notched Impact	ASTM D256	13 ft-lb/in.
Water Absorption (24 hr @ 23°C)	ASTM D570	0.1% max.

E. Accessories

1. Provide all mounting brackets, anchor bolts, supports, stabilizing bars, angles or rods, fasteners and similar accessories required for installation of the equipment furnished. All metal accessories must be Type 316 stainless steel.

F. Manufacturer

1. Plasti-Fab, Inc.
2. Warminster Fiberglass Company
3. Or equal.

G. Inspection

1. Contractor must install all Work in complete accordance with the manufacturer's instructions and recommendations, and the approved Shop Drawings.
2. Contractor must not install damaged items until repairs are made in accordance with manufacturer's written instructions and approval by



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Engineer. Only minor repair work will be permitted in the field. All damaged items requiring remedial work must be returned to the manufacturer for repair or replacement.

H. Installation Of Weir Plates

1. Install all work in conformance with the approved Shop Drawings.
2. Install at locations and elevations shown, unless otherwise approved by the Engineer.
3. Set all weir plates level within  $\pm 1/16$ -inch over the entire weir length unless noted otherwise on the contract documents.

I. No Separate Payment

No separate payment will be made for this work of the specification. All cost must be included in the various Contract Items of this Contract.

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7.116 ALUMINUM SLIDE GATE

A. Work Included

1. Description. The Contractor must furnish, shop test, install, adjust, field test and place in satisfactory operation the aluminum slide gate and auxiliary equipment as shown on the Contract Drawings, specified herein and as required for a complete installation.

2. General

Under this item the Contractor must furnish and install Aluminum Slide Gates as shown and accordance with the plans and specifications and directions of the Engineer.

3. Material

All gates and accessories must be of the same size, type, material and construction as shown on the contract drawings and specified herein. Gates must be Aluminum stop gate type as manufactured by Rodney Hunt Co., Hydro Gate Corp., Whipps Inc., or approved equal.

Disc Design: The disc must be of aluminum plate ASTM 8209 6061-T6 reinforced with structural aluminum shapes or extrusions welded to the plate. The disc must not deflect more than 1/360<sup>th</sup> of the span of the gate under the design head. The disc must be equipped with handles for use in raising and lowering. Handles will be aluminum castings which must be welded to the disc. No hand holes through the plate will be allowed. For discs wider than 36" two handles will be provided.

Guide Design: The guides and inverts must be of extruded aluminum ASTM B221 6061-T6. The guides must be designed for maximum rigidity and must have a weight of not less than 1.5 lbs. per linear foot. The guides must be designed to embed in or mount to the face of the concrete and must be provided with keyways to lock them into the concrete. The invert of the frame must be welded to the lower ends of the guides. The guides will incorporate an ultrahigh molecular weight double winged polymer strip on both the upstream and downstream side of the disc. The polymer strips will be held in dovetailed grooves.

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Seals: Specially extruded resilient seals must be mounted on the frame to provide flush-bottom closure. With head to the top of the gate, leakage must not exceed 0.1 gallons per minute per foot of seating perimeter.

Fasteners: All necessary attaching bolts and anchor bolts must be stainless steel ASTM A276 Type 304 and must be furnished by the stop gate manufacturer.

The contractor must furnish two (2) Aluminum Stop Gates and, four (4) aluminum stop discs. Each disc must be 15" in height and 3/8" in thickness. One disc must have a 4" high from the bottom of the disc x 12" wide opening, and one disc must have a 8" high from the bottom of the disc x 12" wide opening. All openings are to be centers on the discs. The disc openings must be fabricated by the manufacturer. The contractor must also furnish four (4) sets of all the manufacturer's recommended lifting tools.

4. Testing

All slide gates must be hydrostatically field tested at the aforementioned test pressures. Any leakage or sweating of joints must be stopped and all joints must be tight.

Testing must be performed in accordance with the specifications and the ANSI and/or AWWA standards contained herein including leakage tests. Copies of the certified test results must be provided by the manufacturer to the Contractor and submitted to the Engineer for approval.

The Contractor must obtain and submit certified statements that the slide gates comply with the requirements of the standards specified herein.

B. No Separate Payment

No separate payment will be made for this work of the specification. All costs must be included in the various Contract Items of this Contract.

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7.117 GRAFFITI RESISTANT COATINGA. Description of Work

Under this Item, the Contractor must furnish and apply Graffiti Resistant Coating to exterior stone, concrete, wood or other surfaces in accordance with OSHA guidelines, manufacturer's recommendations and the plans, specifications and directions of the Engineer.

B. General

The Contractor must apply Graffiti Resistant Coatings as follows:

1. For new and unpainted masonry and concrete, the Contractor must apply Professional Water Sealant & Anti-Graffiti, manufactured by Professional Products of Kansas, Inc., Blok-Guard & Graffiti Control Ultra manufactured by Prosoco, Inc., Dumond Anti Graffiti, by Dumond Chemical, Inc., or approved equal.

C. Quality Assurance

Graffiti Resistant Coating must be applied only by an approved installer per installation instructions who must be trained by the manufacturer of each respective product and must be certified by the manufacturers as qualified to install materials specified for this project. Only qualified Contractors or Subcontractors and their trades persons, meeting the above requirements must be deemed approved. Submit a copy of current SSPC Certificate if applicable.

D. Product Delivery, Storage and Handling

1. The Contractor must deliver materials in sufficient quantity to allow for continuity of work. Protect all materials and equipment during transit, delivery, storage and handling to prevent damage and deterioration.
2. Avoid fire; open flame and sparks. Container contents, even when empty, may ignite explosively when exposed to heat, welding, cutting torch, pilot lights and other flames and ignition sources at locations distant from the material storage and handling point.
3. Avoid inhalation, ingestion, skin contact, and eye contact.

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4. Protect shrubs, plants and grass during application. Avoid wind drift which may injure passersby or damage vehicles and adjacent properties.
5. For additional cautions, human health data and protective equipment to be used (including respiratory) refer to Material Safety Data Sheets.
6. Containers must be kept closed when not in use.
7. Dispose of excess waste materials and empty containers in accordance with all local, state and federal regulations. Empty containers as may be classified as hazardous; they retain product residues such as vapor, liquid or solid. Do not transfer contents into other containers for storage.

E. Products

1. P.W.S. Coatings: Note: This coating must be applied to surfaces listed under "General" heading above (i.e. new and unpainted masonry and unpainted concrete).

F. Execution

1. Surface Preparation
  - a. Surfaces must be thoroughly dry, cleaned and free of dust, surface dirt, oil, grease and other contaminants that might prevent penetration of the coatings. Newly constructed surfaces, repointed surfaces and concrete must be cured for at least 28 days before application. Glossy, glazed and slick troweled surfaces should be lightly etched or abraded before application of coatings. Surface defects, voids, joints or cracks must be properly sealed or filled, allowing any patching compounds to be completely cured before application. Cleaning may be accomplished by high pressure washing, sand blasting or chemical cleaning. When chemicals are used, they should be removed by high pressure water cleaning before application of the sealant. Use of raw acids must not be permitted. Allow cleaned surfaces to dry completely. A test must always be made prior to application using the same cleaning and application procedures as to be

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used on the project. This test area must remain available to be inspected by the Engineer.

G. Application Procedures

1. General product application must not be initiated during inclement weather, or when precipitation appears imminent. Application should be completed at least four (4) hours before precipitation begins.

H. For the Professional Water Sealant (P.W.S) Type Cleaning System, refer to Manufacturer's Application Guide along with information specified herein.

1. P.W.S must be applied only when temperature is between 60°F and 80°F and relative humidity is 50%. Under these ideal weather conditions, the coating will dry to the touch in approximately twenty-five (25) minutes. At lower temperatures, drying time will be longer.

2. The coating must be applied over all new and unpainted masonry, concrete and wood surfaces using a two (2) coat application process, with a drying time of not more than two and one-half (2-1/2) hours between applications.

Curing time will vary depending upon the temperature and humidity conditions. The second coat must require six (6) to eight (8) hours to develop full graffiti protection.

3. On vertical applications, P.W.S. must be applied with a low pressure airless sprayer at an angle to allow the sealant to run down the face rather than to penetrate deep into the voids of the substrate. On porous and rough stone surfaces, it must be necessary to apply a mist coat before flood coating.
4. On horizontal surfaces, such as wooden bench slats, P.W.S. must be applied by brooming, brushing, rolling or using airless spray equipment. The coating must not be permitted to puddle or pond. Over-application may cause surface to become slippery when wet. Excess sealant must be wiped up immediately.
5. For low pressure spray application, the setting must be about 40 psi to avoid atomization of the material. Spray equipment must be fitted with stainless steel or brass fittings and gaskets suitable for solvent solution. A fan spray tip of 50E with flow rate of approximately 4/10 of a gallon per minute is recommended. Coatings must be

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applied in a saturating spray application from the top down. Apply sufficient material to create a six (6) inch to eight (8) inch rundown below the contact point. Allow the first application to penetrate the masonry surface until dry to the touch. If a second application is required, less material will be needed.

6. For brush application, brushes should be nylon or other synthetic material resistant to solvent solution. When applying Professional Water Sealant with a brush, apply sufficient material to thoroughly saturate the surface. Avoid excessive overlapping. Take care of brush out runs and drips, and to avoid buildup of Professional Water Sealant.
7. Container must be kept tightly sealed until ready to use. Stir thoroughly before use. Product must not be diluted or altered in any way. Coverage rates will vary depending upon surface porosity and texture. Once opened, Professional Water Sealant must be used within 24 hours.

I. Clean-Up Instructions

Clean application equipment immediately after each use. All drips and over spray must be cleaned while still wet. For spraying equipment, cleaning with MEK every one (1) to two (2) hours is recommended. For P.W.S. products, clean equipment with mineral spirits or paint thinner.

J. Cure Time Required Prior To Remover Use

Full curing time required before graffiti can be removed from newly applied protective coating is seven (7) days at ambient temperatures. Curing period is longer during cooler temperatures. A test patch must be performed during cooler temperatures to determine whether the top coat has cured sufficiently to remove graffiti with Erasol Remover product. Apply a small amount of Erasol Remover product on a clean spot of the coated surface and let it stand for 24 hours undisturbed. When the coating appears to have softened, it has not fully cured. When the coating remains hard, then Erasol may be used to remove graffiti.

K. Graffiti Removal

1. For permissible materials to be used in removing any graffiti which may accumulate during construction contract duration, the Contractor must refer to listing found under Section 7.116.12 (Extra Materials).

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2. For graffiti removal procedures, see manufacturer's literature and instructions. Use of chemicals which are not included in manufacturer's list of components for remover system may damage or remove the protective coating, thereby necessitating the reapplication of sealant/coating systems.
3. Use of remover products which are not part of the complete system (i.e. not manufactured by the same companies as protective coatings) will void the 10 year manufacturer's warranties/guarantees.

L. Submittals

1. The Contractor must submit manufacturer's technical data sheets, vapor transmission testing results and applicable OSHA regulations for storage, handling and application of both the Graffiti Resistant Coatings and Graffiti Remover products to the Engineer for approval.
2. The Contractor must submit manufacturer's product guarantee/warranty for a period of ten (10) years from the date of purchase, stating that the coatings will allow for the removal of all types of paint and other graffiti materials when same manufacturer's removal product has been used subject to listing of manufacturer's limitations which must be included with the submittal. Manufacturer and/or its Certified Applicator must remove the graffiti and recoat the surface at their own expense. The G.C. Contractor must provide, sealed in plastic, a statement of the warranty with the name, telephone number and address of the manufacturer of the product to be contacted in the event that product fails. G.C. must forward one (1) copy of the warranty to NYCDDC at the time of final acceptance:
3. The Contractor must submit written certification from the respective manufacturers of coatings, certifying that installers have been properly trained and are currently approved by the manufacturers to install the specified graffiti resistant coatings. Provide copy of certification to the Engineer prior to start of Contract work.

M. Measurement and Payment

The quantity of graffiti resistant coating to be paid for under this Item must be the number of square feet of surfaces prepared, coated and cured in accordance with the Contract Drawings, Specifications and directions of the Engineer. The price bid must be a unit price per square foot as indicated on



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the BID SCHEDULE OF PRICES, Item No. BMP-7.117. The bid price must include the cost of all labor, materials, equipment and incidental expenses necessary to complete the work of furnishing and installing graffiti resistant coatings including surface preparation, application and proper curing of coating and maintenance of surfaces coated throughout contract duration, all in accordance with the plans, specifications and to the satisfaction of the Engineer.

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7.129 CONCRETE STRUCTURESA. Work Included

The Contractor must investigate, install, test and place in satisfactory operation all Concrete Structures as shown on the Contract Drawings and specified herein. Concrete Structures include but are not limited to headwalls, retaining walls, perimeter walls, weir walls, hydraulic flow splitters, hydraulic riser boxes, culverts, sewers, chambers, catch basins, manholes, sand filters, pedestrian bridges and stone piers. The Concrete Structures must be as defined below:

Structure No. 1 – NC-13 Filbert Ave - Headwall  
Structure No. 2 – NC-13 Bermuda Pl - Headwall  
Structure No. 3 – NC-13 Hylan Blvd– Headwall  
Structure No. 4 – NC-13 In-Stream Weir

B. General Requirements

1. General Specifications-The General Specification: 11-Concrete (Dated November 1991) and the NYCDEP Standard Sewer and Water Main Specification are declared to be part of this specification, the same as it fully set forth elsewhere herein. Copies of this specification may be obtained from the Department. Concrete work must conform to all requirements of that specification except as modified by the applicable sections of this Specification.

2. Geotechnical Investigation

A geotechnical review must be performed by the contractor prior to construction. The geotechnical review must include an analysis of the boring data provided herein. The geotechnical review must include, but not be limited to, bearing capacity and bearing elevation, soil properties, recommendations on foundation type, and subgrade preparation recommendations. Scour must be considered in the foundation recommendations. See contract drawings for additional geotechnical review requirements. The geotechnical review must be signed and sealed by an Engineer licensed in the state of New York. The geotechnical review must be submitted by the Contractor to the Engineer. The Contractor may be required to revise the design in order to comply with the recommendations made by the Geotechnical Engineer. All modifications are to be submitted to the Engineer for review.

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3. Submittals

The Contract must submit to the Engineer for approval shop drawings and other materials required to substantiate conformance to the requirements set forth on the Contract Drawings and the Specifications in accordance with the Standard Sewer and Water Main Specifications. Submittals must also include all material required under the “Submittals” section of the chapters of General Specification 11, Concrete, and any additional submittals hereinafter specified.

C. Measurement and Payment

The quantity to be measured for payment under this Section must be the total number of Concrete Structures installed as directed by the Engineer.

The Contract price for each Concrete Structures must be as indicated on the Bid Schedule of Prices Item No. BMP-7.129-1 to BMP-7.129-4. The bid price must include all work and equipment necessary to complete this item in accordance with the plans and specifications and to the satisfaction of the Engineer. The Concrete Structures unit price must include but not be limited to geotechnical investigation, concrete, reinforcement, excavation, backfilling, crushed stone, geotextile, sheeting and bracing, stone facing, hatches, manhole covers, grating, railings, piping, hoods, valves, weir plates, ladders, steps, and trash racks. The unit price must also include removal of all existing structure and debris found at the proposed new structure location.

D. Concrete Structures Summary

<u>Item</u>	<u>Description</u>
BMP-7.129-1	Structure No. 1 – NC-13 Filbert Ave Headwall
BMP-7.129-2	Structure No. 2 – NC-13 Bermuda Pl Headwall
BMP-7.129-3	Structure No. 3 – NC-13 Hylan Blvd Headwall
BMP-7.129-4	Structure No. 4 – NC-13 In-Stream Weir

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7.133 CHECK VALVE

A. Description of Work

1. The Contractor must provide all labor, materials, equipment and incidentals as shown, specified and required to furnish and install the elastomeric inline check valve complete and operational with clamp and accessories.

B. Materials

1. Inline check valves must be "CheckMate", manufactured by Tideflex Technologies; "ProFlex", manufactured by PROCO; "Flex-Valve", manufactured by General Rubber; or approved equal.
2. The check valve must be all rubber and the flow operated check type with slip-in cuff connection. The valve must be sized for a 12-inch diameter ductile iron pipe unless otherwise stated on the construction drawings.
3. The entire check valve must be reinforced throughout the body, disc and bill, which is cured and vulcanized into a one-piece unibody construction. A separate valve body or pipe used as the housing is not acceptable.
4. The valve must be manufactured with no metal, mechanical hinges or fasteners, which would be used to secure the disc or bill to the valve housing. The port area of the disc must contour down, which must allow passage of flow in one direction while preventing reverse flow. The entire valve must fit within the pipe inner diameter and, once installed, must not protrude beyond the face of the structure or end of the pipe.
5. The downstream end of the valve must be circumferentially in contact with the pipe while in the closed position.
6. The valve must be furnished with a set of stainless steel expansion clamps. The clamps, which will secure the valve in place, must be installed inside the cuff portion of the valve, based on installation orientation, and must expand outwards by means of a turnbuckle. Each clamp must be pre-drilled allowing for the valve to be pinned and secured into position in accordance with the manufacturer's installation instructions.

C. Shop Drawings - The Contractor must submit to the Engineer for approval

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shop drawings and other material required in accordance with the requirements set forth on the Contract Drawings and the Specifications. Shop drawings include, but are not limited to:

1. Manufacturer's literature, illustrations, specifications and engineering data including:
  - a. Check valve hydraulic testing data for head loss, jet velocity, and vertical opening height characteristics. Testing must be conducted for free discharge (discharge to atmosphere) and submerged conditions.
  - b. Flow test data from an accredited hydraulics laboratory to confirm pressure drop and hydraulic data. Company name, plant location, valve size patent number, and serial number must be bonded to the check valve.
2. Drawings identifying valve materials of construction and dimensions.

D. Measurement and Payment

The quantity to be measured for payment under this Section must be the total number of check valves installed as directed by the Engineer.

The contract price must be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.133. The bid price must constitute full compensation for all labor, materials, equipment and work incidental thereto, necessary to furnish, place and incorporate and all other work incidental thereto, in accordance with the plans and specifications to the satisfaction of the Engineer.

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MORTARED STONE WALL

7.201 WORK INCLUDED

Under this item, the Contractor must furnish all labor, materials and equipment for completing the construction of mortared stone wall as specified herein and as shown on the Contract Drawings, including all incidental and appurtenant work required for a complete job.

The work must include items of work specified under the following sections:

<u>Section Number</u>	<u>Title</u>
7.201	Work Included
7.202	Masonry Mortar
7.203	Masonry Accessories
7.204	PA Colonial Field Stone

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7.202

MASONRY MORTAR

A. Description of Work

1. Description. Furnish all labor and material necessary for the preparation and placing of all mortar for masonry and stone work.
2. General Requirements.
  - a. General Specifications. Masonry mortar and grout materials must comply with the requirements of this Section, except where otherwise shown or specified. Where no description has been specified for any material required, the current Reference Standard RS 10-1, Masonry - City of New York Building Code, must apply. Concrete materials must conform to the requirements of General Specification 11 - Concrete.
  - b. Code. The use of masonry cement mortar, as approved by the Board of Standards and Appeals, is optional. Masonry cement mortar must fulfill the requirements of the Administrative Code of the City of NY and it must be a mix of one part cementitious material to two-and-three-fourths parts of sand by volume. It must be furnished in sacks containing one cubic foot each, and must be marked with the weight.
  - c. Test. Masonry mortar samples must be provided by the Contractor upon request from the Engineer. Samples will be subject to tests in conformance with ASTM C270.
  - d. Job mock-up. Sample panels will be constructed at the site. At that time, adjust mortar samples to achieve desired colors at the discretion of the Engineer.

B. Materials

1. Cement. Unless otherwise qualified, the term "portland cement" whenever used in connection with masonry work must conform to the requirements of General Specification 11 - Concrete. Masonry cement must fulfill the requirements of ASTM C91.
2. White Portland Cement. White portland cement must be approved domestic product containing no ingredient that will stain other

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materials with which the cement comes in contact. It must not contain more than 0.03% by weight of soluble alkali and must fulfill the requirements of ASTM C150.

3. Lime Putty. Lime putty must be made from hydrated lime except that quicklime may be used when adequate time and facilities are available for aging. Suitable precautions must be taken to protect the putty from exposure to the sun and to prevent excessive evaporation when stored.
  - a. Hydrated lime must be mixed with the amount of water called for in the printed directions of the manufacturer to form a putty and must be allowed to stand for at least 24 hours before using. The hydrated lime may be sifted into the water, or the putty may be screened or punched through a sieve, or treated in any other manner, so as to obtain a smooth lump-free putty. Hydrated lime must fulfill the requirements of ASTM C6.
  - b. Quicklime (pulverized) must be slaked in suitable large batches, with the amount of water called for in the printed directions of the manufacturer, to form a thick cream. Lime must be sifted into water. During cool or cold weather, precautions must be taken to maintain the heat and prevent premature cooling during the process of hydration. The slaked quicklime must be passed through a No. 10 sieve and stored for at least 72 hours before using. When the use of lump quicklime, slaked on the job, in lieu of pulverized quicklime is specifically approved for plastering, the cooling and aging period must be not less than 14 days. Quicklime must fulfill the requirements of ASTM C5.
  - c. Pressure hydrated lime must be used as recommended by the manufacturer and must conform to the requirements of ASTM C206.
4. Fine Aggregate. Sand must conform to all the physical and chemical requirements and fulfill all the test requirements of NY Specification 24-S-30 for types as herein specified.

Fine aggregate for thin joints for units with cut or ground edges must be Class A Type 2A but with not less than 95% passing thru No. 16 sieve.



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Fine aggregate for masonry work in general, glass block and plaster must be Class A Type 2A. For joints which are 1/2" wide or more, Type 2A must be used.

White sand must be pure silica sand or marble dust having a gradation approximately within the limits specified for thin joints.

Sand in setting bed mortar for tile must be as described for masonry work, except that not more than 5% must pass thru a No. 100 mesh sieve.

Fine aggregate for pointing mortar tile (ceramic and quarry) must be as specified for masonry work, except that 100% must pass thru a No. 30 mesh sieve with no more through than 5% passing through a No. 100 mesh sieve.

Before the start of work, sample of fine aggregate must be submitted to the Engineer for approval.

5. Water. Water used in connection with masonry work must be clean and free of injurious amounts of oil, acid, alkali, organic matter or other deleterious substances, or must be the water used in the City for drinking purposes.
6. Waterproofing and Non-Shrink Admixtures. An approved waterproofing plasticizer with pozzolanic properties containing pure stearic acid and equal to "Omicron" by Master Builders, or "Hydrocide" powder by Sonneborn Building Products Division of Contech, Inc., must be added to produce a non-shrinking waterproof mortar. Admixture will be mixed with mortar as per manufacturer's requirements or if manufacturer does not specify in a 15:1 volumetric ratio of mortar to admixture.
7. Grout. Grout must be mixed to a thick consistency. Neat grout must be composed of cement and water only. Non-staining cement must be used for non-staining grout.

C. Mixes

1. General Specifications. The mortar mixtures must conform to ASTM C270. The proportions of cement specified herein are the minimum.

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2. Type M Mortar. ASTM C270; composed by volume in proportions of 1/2 part portland cement, 1 part masonry cement and not more than 4 parts sand, measured in a damp, loose condition, with waterproofing added, with a minimum average compressive strength at 28 days of 2,500 psi. Use Type III mortar for all masonry work which is below grade.
3. Mixing. Mortar must be freshly mixed and the quantity of each batch must not be in excess of the amount that will be used before the same has started to set. Retempering will not be permitted. The ingredients for each batch must be accurately measured and combined in the proportions specified, all parts being measured by volume. Mortar must be mixed in a batch mixer or by hand and must be of uniform color and consistency. Mixer drums must be entirely emptied of a batch before charging for a succeeding batch is started. The mixing time must be not less than 5 minutes, approximately 2 minutes of which must be for mixing the dry materials and not less than 3 minutes for continuing the mixing after the water has been added.
4. Coloring. Mortar must be colored using cement during the mixture process. After mixing, mortar must be of uniform color.

D. Measurement and Payment

No separate payment will be made for this work of the specification. All costs must be included in the various Contract Items of this Contract.

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7.203

MASONRY ACCESSORIES

A. Description of Work

1. The Contractor must provide all labor, materials and equipment necessary to place all masonry accessories as specified and shown on the Contract Drawings.
2. General Requirements.
  - a. Samples. Submit three of each item to the Engineer as specified in the General Conditions.
  - b. Job Mock-Up. A sample panel will be constructed at the site. At that time furnish all anchors, ties and reinforcement necessary to construct the sample panel.
  - c. Manufacturer.
    - 1) Acceptable manufacturers of anchors, ties and accessories: Hohmann and Barnard, Inc., Hickman Building Products, Inc., or approved equal.
    - 2) Acceptable manufacturers of joint reinforcement: Dur-O-Wall, Inc., AA Wire Products or approved equal.
3. Product Delivery, Storage and Handling. Materials must be stored under cover in a dry place and protected from the elements.

B. Materials

1. Anchors and Ties for Exterior and Interior Work . Non-corrosive, stainless steel.
  - a. Corrugated or Crimped Ties. 22 gauge, not less than 7/8-inch wide, not less than 5 inches long.
  - b. Dovetail Type Masonry Anchors for Fastening Stone to Slot Inserts in Concrete. Must be designed to fit the slots, not less than 16 gauge, 7/8-inch wide, turned up 1/4-inch at the end. Dovetail slots must be 20 gauge filled type, furnished under this Section and installed under General Specifications 11, Concrete.

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C. Installation

1. Clean off foreign coatings that will destroy or reduce the bond immediately before placing reinforcing anchors and ties.
2. Provide all anchors, anchor slots, ties, masonry joint reinforcement and other anchorage devices necessary to anchor masonry work to the structure and to other masonry.
3. Coordinate placement of vertical slots 16-inch o.c. for anchorage of masonry furring and facings in front of concrete. Continuous slots must not be placed closer than 3 inches to the edges of concrete work.

D. Measurement and Payment

No separate payment will be made for the Masonry Accessories construction of Concrete Structures. All costs must be included in the unit cost of the Concrete Structures item, specification section 7.103.

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7.204

PA COLONIAL FIELD STONE

A. Description of Work

The Contractor must furnish all labor, materials, equipment and services necessary to install stone facing as specified herein and as shown on the Contract Drawings.

B. General Requirements.

1. Samples. Furnish sufficient stone units including special shapes required, to show range of colors, texture, finishes and dimensions.
2. Job Mock-Ups.
  - a. Construct two 4 ft.-0 in. x 6 ft.-0 in. sample panels of stone units, with at least one 90E corner, and coping. Show backup and reinforcement.
  - b. The Contractor must construct the three types of sample panel as often as required by the Engineer to achieve approved samples. Do not proceed with construction until sample panels are accepted by the Engineer.
  - c. Retain accepted samples as reference standard for project.
  - d. Demolish and remove sample panels from the site after completion and acceptance of all masonry work.
3. Store all stone units above ground on level platforms which allow air circulation under stacked units; cover and protect against wetting prior to use.
4. Handle units on pallets of flat bed barrows and do not permit free discharge from conveyor units or transporting in mortar trays.
5. Do not place concrete masonry units, when air temperature is below 40° F (4° C) without specific instructions in writing from the Engineer.

C. Stone Facing Work

1. Materials

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- a. Stones: All stones must be quartzite sandstone, commonly known as Pennsylvania Colonial Field Stone or natural local stone as approved by the Engineer.

All stones must generally have a minimum length of one (1) foot six (6) inches and a minimum height of six (6) inches. All stones must generally have a maximum length of three (3) feet zero (0) inches and a maximum height of twelve (12) inches. Stone widths must generally be no more than twelve (12) inches, and must generally conform to the width of the stone ledge provided.

All stones must be free of soil and debris in order to achieve a secure bond with the mortar.

D. Installation

1. Lay stone with not less than 1" nor more than 2" of the specified mortar between stone and the back-up wall, and in accordance with the approved mock-up.
2. Joints must have a nominal thickness of 3/8-inch, and uniform.
  - a. Strike joints flush in surfaces not exposed to view.
  - b. Point joints tight in unparged masonry below ground, or water level.
  - c. Tool joints in exposed surface when thumb-print hard with round jointer.
3. Contractor must field verify condition of existing structures and surfaces as per ACI guidelines 201.1R prior to laying of stone.

4. Laying

- a. Lay only dry units. Stones must be laid in cement mortar so as to form full bed, end and side joints at one operation. Stones must be laid with flat side down and best side facing outward. Those stones with best face on all sides must be used for the top course as wall cap.
- b. Stones must be tightly wedged together and flash point mortared in place.

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- c. Provide full mortar coverage on horizontal and vertical face shells. Provide full mortar coverage also on webs, in all starting courses, in piers, columns and pilasters, and adjacent to cells or cavities to be filled with grout.
- d. Shove vertical joints tight.
- e. All stones must be laid in a horizontal banding pattern, utilizing the one-over-two and two-over-one method. Set units plumb, true and line, and with level courses accurately spaced. Adjust units to final position while mortar is soft and plastic.
- f. Keep open spaces at control joints and expansion joints free of mortar by using a continuous wood or metal strip temporarily set in the wall.
- g. If units are displaced after mortar has stiffened, remove, clean joints and units of mortar, and relay with fresh mortar.
- h. When jointing fresh mortar to set or partially set stone construction clean exposed surface to set masonry and remove loose mortar prior to laying fresh masonry. If necessary to stop off a horizontal run of masonry, rake back one-half block length in each course. Do not use toothing to join new masonry to set or partially set masonry when continuing a horizontal run.

5. Anchors and Reinforcement

- a. Units at corners and at intersections must be bonded with masonry bond and preformed joint reinforcement spaced vertically 16-inch o.c.
- b. Where block passes concrete, anchor with one dovetail anchor for each 2 square feet of wall surface.

6. Built-In Work

- a. Avoid cutting and patching.
- b. Install bolts, anchors, nailing blocks, inserts, frames, vents, flashings, conduit and other built-in items as masonry work progresses. Solidly grout spaces around built-in items.

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- c. Coordinate the work of this Section with work of all other trades so that no requirements are overlooked.

7. Protection of Work

- a. Protect sills, ledges and off-sets from mortar drippings or other damage and remove misplaced mortar or grout immediately.
- b. Cover top of walls with non-staining waterproof coverings when work is not in progress. Provide minimum 2 ft. overhang of protective covering each side of wall and securely anchor.
- c. Protect face materials against staining.

8. Pointing and Cleaning

- a. At final completion of unit masonry work fill holes in joints and tool the same.
- b. Cut out and repoint defective joints.
- c. Dry brush masonry surface after mortar has set, at end of each day's work and after final pointing.
- d. Leave work and surrounding surfaces clean and free of mortar spots and droppings.
- e. Wash down all exposed brick with an approved masonry-type detergent, and then thoroughly rinse with clean water. Before applying any cleaning agent to the entire wall, apply it to a sample wall in a location approved by the Engineer. Cleaning must not proceed until the sample area has been approved by the Engineer after which the same materials and methods must be used on the entire work. Acid solutions or acid-type detergents must not be used.

E. Measurement and Payment

The quantity to be measured for payment under this Section must be the total number of cubic yards of PA Colonial Field Stones and mortar furnished in accordance with the plans and specifications and directions of the Engineer. The contract price per cubic yards of approved PA Colonial Field Stones must be as indicated on the BID SCHEDULE OF PRICES



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Item No. BMP 7.204. The bid prices must be a unit price per cubic yards of PA Colonial Field Stones furnished.

No separate payment will be made for PA Colonial Field Stones furnished and installed as facing on Concrete Structures. All costs must be included in the unit cost of the Concrete Structures item, specification section 7.103.

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EARTHWORK AND GRADING

7.300 Work Included

Under earthwork and grading, the Contractor must provide all labor, material, tools and equipment necessary to complete the execution of the work in complete accordance with the Specifications and all Contract Drawings. The work must include items of work specified under the following sections.

<u>Section Number</u>	<u>Title</u>
7.301	Debris Removal and Disposal
7.302	Clearing, Grubbing and Removals
7.303	Temporary Wood Tree Guards
7.304	Excavation
7.305	Crushed Stone
7.306	Tree Removal and Disposal
7.307-A	Grading
7.308	Fill On-Site
7.312	Demolition and Site Clearing

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7.301 DEBRIS REMOVAL AND DISPOSAL

A. Description of Work

Under this item, the Contractor must remove all debris and objectionable material in the work areas. Debris such as household, yard wastes and construction fill, fencing, abandoned structures, stones, wood as well as construction debris and any other objectionable debris must be removed from the specific areas within the limits of the Contract, in accordance with the plans and specifications as directed by the Engineer. Removal of fallen trees which are resting on the ground must be included in this item. The removal and disposal off-site of the following items must be included in this Item: abandoned vehicles, large appliances, tires, auto engines, other auto debris, scrap pieces of metal, plastic, wood, asphalt and concrete rubble, other dumped fill, household waste and yard waste. This work is to be done before installation of guide rail and/or landscaping activities and other pertinent work of this Contract.

Stones deemed suitable for reuse must be stockpiled on-site at a location determined by the Engineer. Stones deemed not useful for contract purposes must be removed by the Contractor from the site.

The Contractor must carefully protect all trees, shrubs and other growth to remain, and must be liable for any and all damages to property caused by Debris Removal operations. All trees, plants, and constructed features damaged during Debris Removal must be replaced or restored to their original condition to the satisfaction of the Engineer.

This item must apply only to those areas not covered by the item, Clearing, Grubbing and Removals. All debris removal in areas covered by Clearing, Grubbing and Removals must be paid for under the unit price bid for Clearing, Grubbing and Removals.

B. Construction Methods and General Removal Protocol

All removal of debris from wooded areas, marshes, ponds and stream beds must be performed by hand, except those areas that can be reached by machines located on paved roads or hard-packed open surfaces. Debris must be removed to the nearest street edge for removal by the Contractor.

In sensitive natural areas, the removal of debris may cause more damage to the landscape than the benefits derived from the clean-up. Therefore, for debris that is inaccessible from a hard surface, the Contractor must consult with the Engineer to decide if it must be removed. Engineer will inform the

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Contractor of any debris items not to be removed due to inaccessibility and anticipated damage to soils and vegetation.

Every effort to protect overhanging branches from damage by machines must be taken. No plant material must be removed except as ordered by the Engineer.

1. Where accessible from paved road or existing packed dirt road, use front-end loader and/or backhoe to remove items to nearest street. Heavy machinery must remain on paved/hardened surfaces.
2. With the consent of Engineer, remove debris from wooded, field, or marsh areas by hand. Use existing trails where possible. For marsh areas, choose an entry point that minimizes the impact on vegetation. Blow torches, hand tools, and wheel barrows can be used to disassemble and remove large items. In order to minimize leakage from vehicles, separately remove and dispose of fluid-containing car parts.
3. With the consent of Engineer, remove items in open water by hand, unless of large enough size to warrant the use of a winch. In both cases, choose an entry point that will have the least impact on the shoreline, considering both the edge vegetation and bank stability. If using a winch, attach chains to the object and pull to shore. The vehicle housing the winch must remain on a paved or hardened surface. Once on shore, remove the debris according to the land conditions (i.e. by hand or with heavy equipment).

C. Measurement and Payment

The quantity to be measured for payment must be as described herein. The quantity must be for debris removal within the specified Work Areas.

Measurement must be made in containers and/or vehicles, and the quantity to be paid for will be eight-tenths (8/10) of the yardage determined by such measurements.

The price bid must be unit price per cubic yard for debris removal and disposal as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.301. The bid price must constitute full compensation for all materials, labor, equipment, and work incidental thereto, necessary to complete this item in accordance with the plans and specifications to the satisfaction of the Engineer.

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7.302

CLEARING, GRUBBING AND REMOVALS

A. Description of Work

Under this item, the Contractor must clear, grub and remove all objectionable material such as trees (with calipers 6 inches or less), shrubby growth and brush, vines, stumps of all sizes, roots and weeds, within the limits of the BMP project site, in accordance with the plans and specifications as directed by the Engineer.

Trees with calipers 6 inches or less must be removed under this item. Trees with calipers over 6 inches must be removed under the Tree Removal item.

No trees or shrubs must be removed except as ordered by the Engineer. All cleared and grubbed material must be removed from the sites of the Contract and properly disposed of by the Contractor. No additional payment will be made for this, but the cost thereof must be deemed included in the price bid for this item.

Every effort to protect overhanging branches from damage by machines must be taken.

The Contractor must carefully protect all trees, shrubs, and other growth which are to remain, and must be liable for any and all damages to property caused by clearing and grubbing operations. All trees, plants and other property to remain which are damaged must be replaced or restored to their original condition to the satisfaction of the Engineer, at no additional cost to the City.

The Contractor must not remove stones from the site unless otherwise directed by the Engineer. Where stones are found to be in locations conflicting with areas to receive work, stones must be relocated and stockpiled to adjacent on-site areas. The contractor must retain and stockpile boulders on site for use in BMP construction as directed by Engineer.

B. Construction Methods and General Removal Protocol

Unless otherwise directed, the Contractor must clear, grub and remove only objectionable surface and subsurface material heretofore described to a depth of six (6) inches below the ground surface as directed by the Engineer. If such areas are in fill greater than six (6) inches, trees and shrubs may be cut flush with the ground surface.

C. Measurement and Payment

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The quantity to be measured for payment under this section must be the total number of square feet successfully cleared and grubbed and all objectionable material removed in accordance with the plans and specifications and directions of the Engineer. The quantity must be for clearing, grubbing and removal of all objectionable material within the project work limits.

For supplying all labor, materials and equipment necessary for clearing, grubbing and removals, the Contractor must receive a unit price bid.

The Contract price per square foot for Clearing, Grubbing and Removals must be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.302. The bid price must constitute full compensation for all labor, materials, equipment and work incidental thereto, necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

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7.303 TEMPORARY WOODEN TREE GUARDS

A. Description of Work

Under this Section, before the commencement of any contract site work, the Contractor must furnish and erect temporary wooden tree guards around existing trees to be safeguarded from construction activities in accordance with the plans, specifications and directions of the Engineer. For Temporary Wooden Tree Guard detail, refer to Contract Drawings. In order to avoid surface and subsurface root damage and soil compaction, the Contractor must not be permitted to stockpile materials of any nature within the drip lines of trees to remain. Tree protection must include securely tying up branches to prevent mechanical injury if deemed necessary by the Engineer. All equipment used on site must be appropriate to the scale of the project. "Appropriate-sized" equipment must be described as only equipment which can operate effectively on site without causing damage to existing vegetation.

B. Materials

Lumber to be used for temporary wooden tree guards must be unpainted Yellow Pine, Douglas Fir or Spruce. All nails must be hot-dipped galvanized steel.

C. Method

Unless otherwise directed, the Contractor must install the temporary tree guards as shown on the drawings without causing damage to the existing trees to be protected. If any temporary wooden tree guards are destroyed or sustain damage during the course of the work, they must be immediately repaired, or replaced by a new temporary wooden tree guard at no additional expense to the City.

Temporary wooden tree guards must remain in place until all work which might cause damage or defacement to protected trees has been completed. Upon the completion of work to the satisfaction of the Engineer, the Contractor must remove and dispose of all temporary tree guards from existing trees. All work must be done in a careful, neat, and workmanlike manner.

If any trees are removed from a work site in violation of the plans and specifications (specifically the tree removal authorization issued by the City Planning Commission under the Special South Richmond Development District regulations of the Zoning Resolution of the City of New York), the

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Contractor must be held responsible. Such trees must be replaced without any extra expense to the City.

D. No Separate Payment

The cost for all labor, materials and equipment required for the temporary wooden guards must be deemed included in the price bid under DETAILED SPECIFICATION 7.302 FOR CLEARING, GRUBBING AND REMOVALS. No separate payment must be made for temporary wooden tree guards.

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7.304

EXCAVATION

A. Description of Work

The Contractor must furnish all labor, materials, equipment and services necessary to perform all excavation as indicated on the Contract Drawings and as specified herein.

B. General Requirements

1. General Specifications - Except as modified and supplemented hereinafter in the Detailed Specifications, work performed under this Section must conform to the NYCDEP Standard Sewer and Water Main Specifications.
2. Shop Drawings - The Contractor must submit to the Engineer for approval shop drawings and other documentation required to show conformance with the requirements set forth on the Contract Drawings and these Specifications. Shop drawings must include, but not be limited to, the requirements for shop drawings as specified in the NYCDEP Standard Sewer and Water Main Specifications.

C. Excavation

1. General Information –The Contractor must excavate all materials to the established lines and grades for the construction of all facilities included in this Contract, or as shown and specified, in accordance with the requirements of Standard Sewer and Water Main Specifications, except as otherwise specified herein. Excavation must include removing boulders of size less than one-half cubic yard. Excavation must also include the removal of existing buried pipelines, the plugging of those remaining sections of the pipelines and the plugging of all existing buried pipelines to be abandoned but not removed.

The limits of excavation shown on the drawings are the payline and indicate the extent of work to be performed by the Contractor. The Contractor must furnish and install any temporary side slope supports, bracing, and sheet piling required performing the excavation to the levels and surfaces indicated.

2. Excavated Materials - The Contractor must dispose offsite all excess and unsuitable materials. Boulders and stones deemed suitable for

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reuse must be stockpiled on-site at a location determined by the Engineer.

3. Hazardous and Non-Hazardous Waste – Prior to starting the work, the contractor must perform soil sampling per Item 8.01 C2. Sampling and subsequent removal of contaminated soils must be paid for under that item.
4. Care of Water - Prior to starting the work, the Contractor must submit to the Engineer for approval, a detailed description of the method he proposes to use to care for water during construction, including a coordinated sequence of operation for the entire project. Approval by the Engineer will not relieve the Contractor of his responsibility for the safety of the work, existing structures and adjacent property.
5. Stockpiling - Topsoil that has been excavated and approved for use on-site is to be stockpiled separate from subsoil. Topsoil must be excavated to a depth of 18" or as directed by the Engineer. Location of stockpiling must be approved by the site Engineer. If the Engineer deems necessary, subsoils must be separated and stockpiled according to soil horizons.

D. Measurement and Payment

The quantity to be measured for payment under the pay item Excavation must be the total number of cubic yards, measured in containers and vehicles, and the quantity to be paid for will be 75% of the yardage determined by such measurements.

The contract price per cubic yard of material excavated and disposed of off-site must be indicated on the BID SCHEDULE OF PRICES Items No. BMP-7.304-A. The bid price must constitute full compensation for all labor, materials, equipment and work incidental thereto, necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

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7.305 CRUSHED STONE

A. Description of Work

The Contractor must provide and install Crushed Stone bedding as indicated on the Contract Drawings and as specified herein.

B. Materials

Crushed stone used must conform to the following gradation and must be compacted to 98 percent density as determined by ASTM D698.

<u>Sieve Size</u>	<u>Percentage of Dry Weight Passing Designated Sieve Size</u>
1"	100
1/2"	90-100
1/4"	0-15

C. Construction Methods

Crushed stone must be installed as per the Contract plans and to the satisfaction of the Engineer.

D. Measurement and Payment

The quantity to be measured for payment under this Section must be the total number of cubic yards of approved crushed stone as measured in vehicles and containers.

The contract price per cubic yard of crushed stone, must be as indicated on the BID SCHEDULE OF PRICES Items No. BMP-7.305. The bid price must constitute full compensation for all labor, materials, equipment and work incidental thereto, necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

No separate payment will be made for crushed stone used as bedding for Concrete Structures. All costs must be included in the unit cost of the Concrete Structures item, specification section 7.129.

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7.306

TREE REMOVAL AND DISPOSAL

A. Description of Work

Under this item, the Contractor must cut and remove within the BMP Project limits and associate Bluebelt work areas, all trees over six (6) inches in caliper, where shown on the plans or as directed by the Engineer. Trees removed as a result of sewer construction and road work outside the limit of work described in this document are not included in this item and are included elsewhere in these Contract Documents.

Trees with calipers six (6) inches or less must be removed under the item Clearing, Grubbing and Removals.

The Contractor must carefully protect against damage all existing trees, plants and other features to remain. He/she must be liable for any damage to such trees, plants, structural features and other property caused by tree removal operations, and all damaged trees, plants, structural features and other property must be replaced or restored to their original condition to the satisfaction of the Engineer.

The Contractor must cut and remove all trees designated for removal within the limits of the Contract or as directed by the Engineer. The stumps and roots of these trees must be removed to a depth of six (6) inches below the ground surface in grass and planted areas, and such other areas as might be designated. In areas of fill greater than six (6) inches, such trees must be cut flush with the existing ground surface.

In areas of major construction, the stumps and roots of all trees designated for removal must be grubbed and excavated to a depth of three (3) feet below the ground surface except in areas of fill greater than three (3) feet, where such trees may be cut flush with the ground surface.

Cutting of trees must be done by competent workers only and in a professional manner, under the supervision of a certified arborist. All trees must be "topped" and "limbed" previous to felling unless otherwise directed by the Engineer. For increased wildlife value, the Engineer may direct the Contractor to leave various topped and limbed tree trunks lying on the ground surface. These modifications must be included in the unit price for tree removal. The Engineer may direct the Contractor to stockpile excavated root wads as well as topped and limbed tree trunks at a location approved by the Engineer for utilization under other items within this Contract. All branches, limbs, trunks, stumps, roots and other debris

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deemed not acceptable for reuse must be removed from the site or otherwise disposed of to the satisfaction of the Engineer.

No trees are to be removed except as ordered by the Engineer. All trees must be calipered at four and one-half feet above existing grade prior to removal (diameter at breast height). This item must include the removal of snag trees which are obstructing flow in stream channels because these trees have collapsed due to undermined stream banks, as directed by the Engineer. Unless directed otherwise by the Engineer, snag trees must be flush cut where the Engineer determines that the root mass should remain to help stabilize the streambank.

B. Measurement and Payment

The quantity of tree removal to be paid for under this section must be the number of trees of each size group, removed and disposed of in accordance with the plans and specifications and directions of the Engineer.

A tree having a single root system and more than one trunk at a height calipered at four and one-half feet above existing grade must be considered a multiple trunk tree. The caliper of a multiple-trunk tree, to be measured for payment, must be the square root of the summation of the squares of the calipers of the several trunks, except that trunks of less than three (3") inch caliper will not be considered or included.

The Contract price per unit for tree removal must be as indicated on the BID SCHEDULE OF PRICES Item Nos. BMP-7.306-A through BMP-7.306-D. The prices bid must be unit prices per tree of each size group and must include the cost of all labor, materials and equipment necessary for removing and disposing of trees, and all other incidentals necessary or required to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer. This payment for tree removal must include the costs for all stump removal and disposal. No payment must be made under this section for removing stumps that existed on the site prior to tree removal operations. The removal of stumps that are on the site before any trees are removed must be deemed included in the price bid under DETAILED SPECIFICATIONS FOR CLEARING, GRUBBING AND REMOVALS.

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7.307-A GRADING

A. Description of Work

The Contractor must furnish all labor, materials, equipment and services necessary to perform all grading as indicated on the Contract Drawings and as specified herein.

B. General Requirements

1. General Specifications - Except as modified and supplemented hereinafter in the Detailed Specifications, work performed under this Section must conform to the NYCDEP Standard Sewer and Water Main Specifications.
2. Shop Drawings - The Contractor must submit to the Engineer for approval shop drawings and other documentation required to show conformance with the requirements set forth on the Contract Drawings and these Specifications. Shop drawings must include, but not be limited to, the requirements for shop drawings as specified in the NYCDEP Standard Sewer and Water Main Specifications.

C. Grading – The Contractor must perform filling, compacting, and grading of the indicated areas of site, including minor cutting and filling high and low areas, and leveling such areas to elevations and within limits shown on the Contract Drawings. All work must be performed in accordance with the applicable requirements of the NYCDEP Standard Sewer and Water Main Specifications.

D. Compaction

1. BMP Areas – Compaction must not be done in BMP and landscaped areas.
2. Other Areas – Each layer of fill or backfill must be compacted by a minimum of four complete passes with an approved tamping roller, pneumatic-tired roller, three-wheel power roller, or other approved compaction requirement. Compaction must not be less than 95 percent of the maximum density modified proctor as determined by ASTM D1557.
3. Field Control – Sufficient in place density tests must be performed by the Contractor in order to satisfy the Engineer that the specified

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density is being obtained. These tests must be made at no cost to the City and must be made using the calibrated sand cone method (ASTM D1556) or other method as determined by the Engineer.

- E. Finished Excavation, Fills, and Embankments – All areas covered by the project, including excavated and filled sections and adjacent transition areas, must be uniformly graded. The finished surface must be reasonably smooth, compacted, and free from irregular surface changes. The degree of finish must be that ordinarily obtainable from blade-grader operations. Surfaces must be finished not more than 0.10 foot above or below the established grade or approved cross section.
- F. Protection – Newly graded areas must be protected from traffic and erosion, and any settlement or washing away that may occur from any cause, prior to acceptance, must be repaired and grades re-established to the required elevations and slopes, at no additional expense to the City.

The Contractor must provide temporary ground cover sufficient to restrain erosion on all disturbed areas upon which further active construction is not taking place.

G. Measurement and Payment

The quantity to be measured for payment under the pay item Grading must be the total number of square feet of work area graded. The contract price per square foot for grading must be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.307-A. The bid price must include the full compensation for labor, materials, equipment and work incidental thereto, necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

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7.308

FILL ON-SITE

A. Description of Work

This work must consist of providing and placing approved fill material where required throughout the project area only. The Contractor may use approved fill material excavated from sewer and foundation trenches and stockpiled excavated soils within BMP project limits as long as it meets the approved definition. Reuse of onsite excavated material requires that the material be screened prior to placement as fill. The approved fill material must be provided, placed, spread, compacted and fine graded to the elevations, lines, grades and cross-sections indicated on the drawings as directed by the Engineer.

B. Definition

Approved fill is hereby defined as clean earth, consisting of a mixture of silt and clay. Fill material must have a liquid limit less than or equal to 40 and a plasticity index less than or equal to 20, as determined by ASTM D4318. This mixture must be free of any roots, trees, tree stumps, leaves or other organic matter. Furthermore, this material must also be free of any metal, bricks, debris, masonry (i.e. construction debris), stones over one and one-half (1-1/2) inches in diameter and deleterious material. In addition, the fill must have a gradation such that 100% (by weight) passes a 3" sieve, 50-100% passes a #10 sieve, 20-90% passes a #60 sieve, and 0-20% passes a #200 sieve.

Fill used in planted areas must be clean earth, consisting of a mixture of silt, clay, and sand. No custom ("select fill") fill must be used in area which are to be planted.

C. Measurement and Payment

The quantity to be measured for payment under this Section must be the total number of cubic yards of approved fill, measured in containers or vehicles, provided and placed as indicated on the Contract Drawings and as directed by the Engineer.

The contract price per cubic yard of approved fill material placed must be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.308. The bid price must constitute full compensation for all labor, materials, equipment and work incidental thereto, necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

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LANDSCAPING AND RESTORATION WORK

7.400

Work Included

Under landscaping and restoration work, the Contractor must provide labor, materials, tools and equipment necessary to complete the execution of the work in complete accordance with the Specifications and all Contract Drawings. The work must include items of work specified under the following sections.

<u>Section Number</u>	<u>Title</u>
7.401	Landscaping for Terrestrial Zone and Wetland Zone
7.403	Top Soil for Restored Area
7.404-A	Restoration Specialist (Construction Monitor)
7.404-B	Erosion and Sediment Control Licensed/Certified Professional
7.405	Vector, Pest and Wildlife Control
7.407	Jute Mesh
7.408-B	Herbicide Application
7.411	Watering and Weeding During the Guarantee Period
7.414	BMP As-Built Plans
7.415	Vine and Invasive Plant Removal
7.418	Clean Sand For Restored Area
7.419	Tree and Root Pruning

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7.401 LANDSCAPING FOR TERRESTRIAL ZONE AND WETLAND ZONEA. Work Included

Under these items, the Contractor must furnish all labor, materials, equipment and services necessary for the proper execution of all landscaping work, as specified herein and as shown on the Contract Drawings, including all incidental and appurtenant work required for a complete job. In addition, the contractor will also furnish and deliver Permanent Seed Mix as directed by the Engineer.

B. General Requirements1. Reference Standards

- a. American Association of Nurserymen, Inc., (American National Standards Institute) Nursery Stock (Z60.1)
- b. American Joint Committee on Horticultural Nomenclature Standardized Plant Names.
- c. A Checklist of New York State Plants, Contributions to a Flora of New York State, Checklist III, Bulletin #458, Richard S. Mitchell, State Botanist, New York State Museum, 1986.
- d. Gleason, The Late Henry A. and Arthur Cronquist. 1991. Manual of the Vascular Plants of Northeastern United States and Adjacent Canada, 2<sup>nd</sup> ed, New York Botanical Garden.
- e. Mitchell, Richard S. and Gordon C. Tucker. 1997. A Revised Checklist of New York State Plants, Bull. #490, New York State Museum.
- f. A Comparative Flora of Staten Island, 1879 - 1981, Buegler and Parisio, Staten Island Institute of Arts & Sciences.

C. Quality Assurance

## 1. Source Quality Control:

- a. If private nursery sources are used, they must be within a 250-mile radius of the planting site. All specified plants

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must have also been grown in the same USDA climatic zone as that of the planting site.

All seed and original stock material for herbaceous plants must have been collected from locally adapted ecotypes within a one-hundred mile radius of the project site. Plant material may have to be contract grown in order to meet this requirement.

No substitutions of specified plants will be accepted without prior approval of the Engineer or his/her duly authorized representative.

- b. General. Ship landscape material with certificates of inspection when required by governmental authorities. Comply with governing regulations applicable to landscape material.
  - c. Packaged Material. Package standard products with manufacturer's certified analysis. For other material, such as topsoil, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agricultural Chemists, wherever applicable, or as further specified.
  - d. All seed must be interagency certified under the auspices of a State Seed Improvement Cooperative and must bear their seals of certification on bag. Permanent seed must be 75% Pure Live Seed minimum. Weed content of seed lots must not exceed 0.25 percent. All seed must be free of noxious weeds. Provide fresh, clean, new-crop seed complying with the tolerance for purity and germination established by the Official Seed Analysts of North America. Provide seed of the species, proportions and minimum percentages of purity, germination, and maximum percentage of weed seed.
  - e. Comply with governing regulations applicable to wetland and landscape materials including certification that tidal wetland plants have been acclimated to 15 to 25 parts per thousand salinity for a period of not less than two (2) weeks prior to installation.
2. Trees and plants must be specified as in the Contract Documents. Nurseries which collect plants from the wild must be rejected. No

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substitutions must be permitted, except as authorized in writing by Engineer. If specified landscape material is not obtainable, submit proof of non-availability to Engineer, together with proposal for use of equivalent material. All plants specified within this Contract are native to the State of New York. Species native to this region, but not listed as native within A Checklist of New York State Plants or A Comparative Flora of Staten Island, may be accepted on a case-by-case basis.

3. The Contractor must provide trees and plants of quantity, size, genus, species and variety shown and scheduled in the Contract Documents for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock" and the Manual of Vascular Plants of the Northeastern United States and Adjacent Canada. The Contractor must provide healthy, vigorous stock, grown in a recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae and defects such as knots, sun-scald, injuries abrasions, or disfigurement. Contractor must submit certification that wetland plants are procured at least six months prior to scheduled planting.
4. All plants furnished under this Item must be true to name. Plant names must agree with the nomenclature of Standardized Plant Names as adopted by the American Joint Committee on Horticultural Nomenclature, 1942 Edition. Size and grading must conform to those of the American Association of Nurserymen. All wetland plants must come from Staten Island stock or within 250-mile radius of Staten Island.
5. Certified analyses by a recognized laboratory must be submitted by the Contractor for approval by the Engineer for topsoil before delivery to the site. Analyses must include mechanical analysis, magnesium, nitrogen, potassium, and phosphorus levels, soluble salts, pH and organic matter. Standards and formatting for topsoil analyses must conform to those of Cornell Cooperative Extension of Nassau County. Associated costs and additional guidelines for topsoil analyses must be as specified under specifications for Topsoil For Restored Area.
6. Inspection:
  - a. The Engineer must inspect trees and shrubs at place of growth before planting, for compliance with requirements

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for genus, species, variety, size and quality. Contractor must be responsible for all inspection costs beyond a 50-mile radius from New York City.

- b. Plant materials must be inspected by the Engineer upon arrival at the job site and prior to planting. Any materials not in compliance with specifications must not be accepted and must be removed from the job site immediately.
- c. The Engineer retains the right to further inspect trees for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. The Contractor must remove rejected trees immediately from project site.
- d. Tagged samples of plant materials must be delivered to the site and planted in locations approved by the Engineer. These tagged samples must be maintained, protected and used as standards for comparison with the plants furnished for the work.
- e. The Contractor must be responsible for all certificates of inspection of plant material that may be required by Federal, State or other authorities to accompany each shipment of plants. On arrival, the certificates must be filed with the Engineer. The Engineer must receive a copy of each shipping invoice immediately after the delivery has arrived at the job site.

D. Submittals

The General Contractor must submit the following information (as listed in 1. through 4.) for approval within ten working days following the date in the Notice to Commence Work:

1. Subcontractors. Subcontractors proposed for landscaping and associated restoration and site work must be approved by the Engineer prior to start of work. The Contractor must submit at least three (3) alternative Subcontractors to the Engineer for review and approval. The Subcontractors proposed must be evaluated on the following criteria, prioritized in descending order:

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- a. The Contractor must submit a minimum of three (3) projects similar in scope and type within the last five years whereby the Contractor was directly responsible for the installation, restoration and maintenance of native habitats and wetlands. References and xerographic reproductions of photographs of the projects must be submitted. Projects must not be more than five years old.
  - b. Demonstrated capacity to accomplish the work in the required time including qualification of experienced foreman and key personnel.
  - c. Experience in digging and transplanting field stock.
  - d. Experience with agencies, such as the Department of Parks and Recreation, Central Park Conservancy, and the Botanic Gardens.
  - e. Experience with State or Federal Agencies, particularly with experience in conducting mitigation pursuant to USACE or NYSDEC requirements.
  - f. Wetland/landscape contractor must have performed at least three (3) contracts that involved the installation and maintenance of soil erosion and sediment control devices during construction of the project. The projects must be at least three (3) years old and successful.
  - g. Other references or experience deemed appropriate to obtaining approval.
2. List of growers/nurseries.
  3. Certified arborist or nurseryman, experienced in tree pruning and removal.
  4. List of all materials and certificates specified within this Item.

The General Contractor must submit the following information (as listed in 5 through 8) prior to construction:

5. Certificates:

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- a. All necessary State, Federal and other inspection certificates as may be required by law.
  - b. Two (2) copies to the Engineer of manufacturers' or vendors' certified analysis for soil treatments and fertilizer materials must be submitted with samples.
  - c. Certification and guarantee that all plant material is true to name and in conformance with these specifications.
  - d. The invoice or a written statement showing the size and grade of materials received or shipped, together with the source and health of the plant material and verification that balled and burlapped plants were sprayed with an anti-desiccant within 48 hours prior to digging. No plants must be accepted that have been collected from property other than that owned or leased by a nursery.
  - e. Certification that all herbaceous plant material was grown from seed or stock collected from locally adapted ecotypes within a one-hundred mile radius of the project site.
  - f. Certificates from seed vendors: certified statement for each seed mixture required, stating botanical and common name, percentage by weight and percentages of purity, germination, and weed seed for each species.
6. Planting Schedule. Submit proposed planting schedule within one month of official Notice to Commence Work, indicating dates for each type of landscape work during normal seasons and as specified in the Contract for such work in area of site. Included must be a schedule of nursery visits for the Restoration Specialist to tag plant material. Correlate from date of substantial completion. Once accepted, revise dates only as approved in writing by the Engineer, after documentation of reasons for delays.
  7. List of equipment, methods of operation, and maintenance plan, including methods for protection of existing vegetation.
  8. Manufacturer's Literature. Manufacturer's literature for all materials furnished must be submitted with samples of same.
  9. The Contractor is required to perform a separate germination test on the seed mixes to be used on this project prior to submitting the seed

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mix and supplier. The results of the germination test must be included in with the information submitted to the Engineer for review and acceptance six (6) weeks prior to seeding. The Contractor is advised that these tests can run two-months or more and should be prepared to have these tests completed in sufficient time for the next seeding season. Seed must conform to all applicable state and federal regulations and to test provisions of the Association of Official Seed Analysts. There must be no exceptions.

10. The Landscape Subcontractor must submit a watering and weeding plan and maintenance schedule prior to the installation of plant material, to be approved by the Engineer with consultation from the Restoration Specialist. The plan must include proposed methods of watering and weeding, including but not limited to tree gators (bags), sprinklers, drip hoses, irrigation, tanker vehicles and hand watering, etc., as well as manual weeding and weeding tools. No additional payment will be made for watering and weeding during installation and during the three year guarantee period.

The approved plan and schedule do not relieve the Contractor in any way from any aspect of the replacement of dead plant material. The Landscape Subcontractor may alter the maintenance schedule based on weather and field conditions.

11. The Contractor must submit a sequence of construction for work to the Engineer for approval. The proposed sequence of work must conform with any Conditions stated in any USACE Permit or NYSDEC Permit specific to this project.
12. Final planting plan, based on the post-excavation field topographic survey, including location of actual planting areas and densities for each ecological community, and other required work.

E. Product Delivery, Storage and Handling

1. Delivery of Materials:
  - a. Packaged Materials. Deliver packaged materials in unopened bags or containers, each bearing the name, warranty, and trademark of the producer and the composition, analysis and the weight of the material. Contractor must notify the Engineer 48 hours in advance of delivery of all plant material.



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- b. Trees and Plants. The Contractor must provide trees and plants of the stock type and quantities shown on the Contract Drawings. Do not prune prior to delivery unless otherwise approved by the Engineer. Do not bend or bind-tie trees or plants in such a manner as to damage bark, break branches or destroy natural shape. Provide protective covering during delivery, and insure that all balled and burlapped stock, container stock, tube stock, and/or bare root material is handled properly and is not dropped.
- c. All plant materials must be protected from drying out and from wind damage during delivery.
- d. The Contractor must deliver trees and plants after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, set trees and plants in shade, protect from wind, weather and mechanical damage, and keep roots moist by covering with mulch, burlap or other acceptable means of retaining moisture. Water as necessary.
- e. The Contractor must not remove container grown stock from container until planting time.
- f. Material should be planted in the ground immediately after delivery to site. Plants should be covered with damp-not wet-leaf compost while awaiting ground installation. Do not allow the plants to dry out or freeze.
- g. Fertilizer delivered to the job site must be in original, unopened containers bearing the manufacturer's chemical analysis and essential information. Fertilizer containers must be protected from exposure to precipitation and direct sunlight.
- h. All materials must be stored in upland areas that are protected from weather.
- i. Seeding:
  - 1. Seed must be clean and fresh and delivered to the site in the original, unopened bags showing the net weight, composition of mix, suppliers name and guarantee of analysis. Seed must be delivered and stored in original

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unopened packages, kept dry, and not opened until needed for use. Damaged or faulty packages must not be used and will be rejected. Seed must have been harvested for planting in the current growing season, and must have been packed within the last 9 months.

2. All seed must be interagency certified under the auspices of a State Seed Improvement Cooperative and must bear their seals of certification on each 50 pound bag. Permanent seed must be 75% pure live seed minimum.
  3. Seed materials will be inspected by the Engineer upon arrival at the job site and prior to planting. Any materials not in compliance with specifications will not be accepted and must be removed from the job site immediately.
  4. All seed materials must be protected from drying out and from wind damage during delivery.
  5. Furnish seed in sealed, standard containers with germination and purity percentages clearly labeled.
- j. Plant Material: Provide healthy, vigorous growing specimens exhibiting uniform growth and form characteristic of their species that satisfy the project specifications. Plants must be free of chlorosis, yellowing, blemished or damaged parts.
- k. Label all flats of plants and all separate plants with a securely attached waterproof tag, bearing legible designation of botanical and common name, written with waterproof ink.
2. Storage of Materials
    - a. Store and cover materials to prevent deterioration. Remove packaged materials which have become wet or show deterioration or water marks from the site and replace at no additional cost to the City.
    - b. Seed that is wet or moldy or that has been otherwise damaged in transit or storage must be replaced at no additional cost to the City.

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F. Job Conditions

Terrestrial and Wetland Buffer Zone Plantings: Unless otherwise directed by the Engineer, evergreen material must be planted and transplanted from April 1st to May 15th and from September 1st to October 15th. Deciduous material must be planted and transplanted from March 1st to May 30th and from October 15th to December 1st. Container-grown herbaceous material must be planted and transplanted from March 1st to May 30th and from August 15th to September 15th (SEE PLANTING SCHEDULE). Perform actual planting when conditions are suitable. No plant material must be planted when the ground is frozen or in excessively moist condition. All material labeled as fall planting hazard must be installed during the spring only. Notify the Engineer before proceeding with any planting operations.

Wetland Plantings:

1. Time of Planting and Transplanting. All wetland plantings must be installed in time frames indicated under the above Terrestrial and Wetland Buffer Zone Planting section. Perform actual planting when conditions are suitable. No plant material must be planted when the ground is frozen or in excessively moist condition. Notify the Engineer before proceeding with any planting operations.
2. The Contractor must proceed with and complete landscape work as rapidly as portions of site become available, working within seasonal limitations for each kind of landscape work required.
3. Utilities. The Contractor must determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is approved by the Engineer.
4. Excavation. When conditions detrimental to plant growth are encountered, such as rubble fill, adverse draining conditions, or obstructions, notify the Engineer.
5. Preservation and Restoration of Existing Trees and Shrubs.
  - a. In order to avoid surface and subsurface root damage and soil compaction, the Contractor must not be permitted to stockpile materials of any nature under the drip line of

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existing trees and shrubs. This directive must apply to all areas within or outside the Contract limit line.

- b. The Contractor must assume the responsibility for any remedial work such as root and top pruning required and/or necessary to prevent loss of plant material when this article is violated or when trees or shrubs are injured by construction equipment.
- c. Compensatory pruning and fertilizing of existing trees and shrubs must be performed to compensate for damage of roots incurred. Fertilize in areas around undamaged roots only and not adjacent to the trunk or main stem. Fertilizer must be applied in the fall unless otherwise approved by Engineer.
- d. Tree pruning must be performed in accordance with Specification 7.419 Tree and Root Pruning.
- e. No separate payment will be made for fertilizing and pruning of trees and shrubs in stockpile areas or when trees or shrubs are injured by construction equipment, but the cost thereof will be deemed to be included in the various prices bid for the items for which such pruning and fertilizing are necessary.
- f. No existing trees, shrubs or herbaceous plants must be removed, except as specifically required by this Contract or as specified on Contract Documents, or as specifically approved in writing by the Engineer.
- g. Any areas or items of existing landscape which are removed or damaged must be replaced by the Contractor at no additional cost to the City. The Contractor must match the existing condition prior to damage or as directed by the Engineer.
- h. All existing landscape features including trees, shrubs, perennial, meadows, lawns, wetlands, paving, walls, stairs, etc. must be protected by the Contractor, utilizing methods approved by the Engineer prior to start of work.

G. Guarantee

1. Landscape Guarantee and Replacements

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- a. Guarantee. All landscaping work must have a replacement guarantee for a period of three (3) years beginning at the date of acceptance of the Landscaping work or the date of substantial completion, whichever is later, and must be considered as included under monies shown within the guarantee provisions of Schedule A.
- b. Operations. The Contractor must, for a period of three (3) years, cultivate, weed, mulch, prune, and water all trees, shrubs, herbaceous plants, vines permanent seeded areas under this Contract, to the satisfaction of the Engineer. The Contractor must replace, according to the original specifications, any plant material which is dead or in a dying condition at the request of the Engineer. The Engineer must be the sole judge as to the condition of the plants. The guarantee and maintenance applies to all planted and grassed areas, meadows, paved and other landscaped areas.
- c. Replacement. Any plant material that is dead or not showing satisfactory growth, as determined by the Engineer, must be promptly removed and replaced by the Contractor during normal planting season specified in Section 7.401 F. Initial replacement of dead material and the repair of bare areas will take place one year following the acceptance of plant material. The replacement must be of the same variety, size and character as specified for the original planting. Unless a written waiver of this clause is issued, under the terms of the guarantee, replacement plants must be chosen only by the Engineer.

At the end of the guarantee period, and upon written request, an inspection will be made by the Engineer. If mortality exceeds ten percent or if bare areas occur, the Contractor must replace plant material.

H. Materials

1. Topsoil

- a. Topsoil from site stripping must be used if the material meets specifications listed in 7.403. A soil test(s) must be made at Contractor's expense to determine if the specifications for all the tests listed in (7.403) have been met. A soil test will

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be required and must serve as a representative analysis for every 200 cubic yards of material utilized.

- b. Additional topsoil must be furnished from sources off the Contract site when existing topsoil is not sufficient. Material must consist of natural loam topsoil, free from subsoil, obtained from an area which has never been stripped. Topsoil must comply with the requirements of Specification section 7.403.

2. Fertilizer

Fertilizer must be provided as indicated on the Contract Drawings: Osmocote, granular, slow-release in the specified time frame releases and analyses. Fertilizer must be furnished in standard containers, with name, weight and guarantee analysis of contents clearly marked thereon. Appropriate containers to disperse specified amounts of fertilizer into planting holes must be supplied and used by the Contractor.

3. Mycorrhizal Inoculants

- a. Mycorrhizal inoculants must be used in all tree and shrub planting operations in all areas receiving topsoil from off-site sources, or stripped topsoil stockpiled in excess of one year.
- b. The inoculants for trees and shrubs must be "Mycor Tree Saver" by Plant Health Care, Inc.; Rhizanova Tree Transplant, by Becker Underwood, Inc.; "DIEHARD" by Horticultural Alliance; or approved equal. The inoculants must contain fresh, live and viable spores of both endo (VAM) and ecto (Pt) mycorrhizal fungi. All inoculants must be delivered in sealed containers or packages of the Vendor, listing the weight, content, date of packaging and name of Vendor.
- c. The inoculants for herbaceous plants and grasses must be Mycor Plant Saver as manufactured by Plant Health Care, Inc.; "DIEHARD" by Horticultural Alliance' "mycorrhiza ROOTS Soluble' by Lebanon Turf; or approved equal. The inoculants must contain fresh, live and viable spores of both endo (VAM) and ecto (Pt) mycorrhizal fungi. All inoculants

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must be delivered in sealed containers or packages of the vendor, listing the weight, content, date of packaging and name of Vendor.

- d. The inoculants must be stored in unopened containers in a cool, dry location. All containers must be inspected by the Engineer prior to opening. Any inoculants dated eighteen (18) months or more prior to the date of intended use must not be used. Any inoculant that has been in a wet condition must not be used. Any inoculant rejected by the Engineer must be removed from the site.
- e. For trees and shrubs, the Contractor must incorporate the inoculant into the top eight inches (8") of the topsoil mix used in the planting operations described in Section 7.403 and as per the manufacturer's instructions. The amount of inoculant used at each plant must be based on the plant's size - see manufacturer's instructions. For herbaceous plants, the Contractor must place the inoculant into each planting hole as per manufacturer's application rate and project plans.
- f. The Contractor must not apply fungicide to any areas receiving inoculant for a minimum of two weeks following the planting operations.

4. Plant Material

- a. The Contractor must furnish all plant material shown. Plant material must be true to name and size and conform with the following standards:
  - i. American Joint Committee on Horticultural Nomenclature, Standardized Plant Names (Published by Mount Pleasant Press J. Horace McFarland Company, Harrisburg, PA.).
  - ii. American Association of Nurseryman, "Horticultural Standards" (Published by American Association of Nurserymen, Inc., 635-636 Southern Building, Washington, D.C.).
- b. Nursery grown plants must mean plants propagated by seed, division, tissue culture or cloned from existing stock at a nursery, which are healthy, vigorous plants, cultivated in accordance with sound horticultural practice. All plants must

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be nursery grown unless collected from natural areas owned or leased for that purpose by the nursery. All plants must have been grown under the same climatic conditions as those of the planting site. All herbaceous plants must come from seeds or stock collected within a one-hundred mile radius of the project site. Only those nurseries within a 250-mile radius of the planting site will be accepted as plant sources. In some cases plant material may be obtained outside the 250-mile radius on a case-by-case basis.

- c. All plants and all balled and burlapped plants must be freshly dug; neither heeled-in nor plants from cold storage will be accepted. All plants must have been transplanted or root pruned at least once in the past three years.
- d. All plants must conform to the measurements specified in the plant list on the Contract Drawings. All plants must be typical of their species and must have a normal, healthy habit of growth and be of first quality, sound, vigorous, well-branched and densely foliated. Plants that meet the requirements specified in the plant list, but that do not possess a normal balance between height and spread will not be accepted. No damaged or diseased plants will be accepted.
- e. All deciduous trees must be well-branched and furnished to the ground. There must be no abrasion of the bark, no fresh cuts of limbs over 1-1/4" which have not completely calloused over. A heavy fibrous root system is essential. Refer to Plant Schedules on the Contract Drawings for further specifications.
- f. All evergreen trees must be heavy, symmetrical plants well-furnished to the ground. They may be multiple-stemmed. All evergreen trees must be free from winter injury. A heavy fibrous root system is essential.
- g. Trees 4" caliper or less must be calipered six inches above ground. Trees greater than 4" caliper must be calipered one foot above ground.
- h. All trees to be tagged on north side of tree for proper orientation when planting.



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5. Mulch

Mulch must be organic mulch free from deleterious materials and suitable for top dressing of trees, shrubs or plants and must be shredded hardwood bark, decayed hardwood chips, leaf mold, pine straw, partially decayed leaves, cottonseed hulls, peanut hulls or other organic products. Mulch must be aged at least one year, should not contain elm wood chips, or be from diseased trees. No shredded bark pieces must be greater than 3" in length and 3" in width. Mulch for seeded areas must be clean, seed-free salt hay. Mulch must be free of roots or other parts of invasive exotic plants that may take root in restored area.

6. Compost

Compost having the general properties of humus must contain organic matter with no admixture of refuse or material toxic to plant growth and must be completely decomposed and free from deleterious materials such as a glass, paper, plastics, metals, etc. Compost must be from Long Island Compost, Islip, NY "Earthlife", manufactured by Casella Organics, or "Nature's Choice Compost" by Nature's Choice Corp., Union, NJ, or approved equal.

7. Materials for Anchoring, Staking, Guying, Wrapping

- a. Stakes. The Contractor must provide straight, sound cedar stakes, 2 x 2-1/2 inch diameter (50 x 50 mm or 63 mm diameter) in size.

In natural areas, where wind-disturbance is unlikely Engineer will determine if stakes are necessary. If it is determined that staking is required, a modified staking system must be used. The modified stakes must be shorter than conventional stakes, and must protrude 18 inches above the finished grade. Stakes must be anchored and fastened in the same manner as in conventional staking.

- b. Tree guys. The Contractor must provide guys of 3/4" woven polypropylene fabric, such as "Arbor-Tie" or approved equal. Each end must be coiled tightly, with enough slack left in guy so as to allow slight movement of tree trunk. Guying must be performed under the direct supervision of the Engineer.

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- c. Wrapping Material. The Contractor must use standard nursery tree wrapping paper, or burlap manufactured for wrapping tree trunks. Burlap must be made of jute. Twine for tying must be lightly tarred sisal (lath) yarn.

8. Topsoil Mix

The topsoil mix must be a mixture of one part compost, and two parts of topsoil. Topsoil mixed on-site must be tested by Contractor and have pH of 5.5 - 6.5. Ericaceous plantings may require a lower pH. Where site conditions such as heavy clay soils exist, the Engineer must determine a mix incorporating a percentage of the existing soils.

9. Temporary Seed Mixtures

Soil stockpiles and cleared and graded areas must receive oat seed (*avena sativa*) for temporary stabilization as required during the spring and summer months. Areas requiring temporary stabilization after August must be seeded with certified "Aroostook" winter rye. Temporary seeding must be oat seed (*Avena sativa*) at a rate of 30 lbs per acre or 0.7 lbs per 1,000 sq. ft. If area is seeded during months of September through November, certified "Aroostook" winter rye (cereal rye) must be used at a rate of 50 lbs per acre or 1.25 lbs per 1,000 sq. ft.

10. Permanent Seed Mixture

Seed mixture must be as specified in the Contract Drawings unless otherwise directed by the Engineer. The FACW Wetland Meadow Mix must be manufactured by Ernst Seed Co., , or approved equal.

Nurse/Cover seed for the permanent seed mixture must consist of oats (*Avena sativa*) during spring seeding season and certified "Aroostook" winter rye (cereal rye) during fall seeding season. Nurse/cover seed must be added to the permanent seed mix at a rate of 15 lbs per acre or 0.35 lbs per 1,000 sq. ft.

Seed Mixtures – Permanent seeding must be the Staten Island Native Wildflower Meadow Seed Mix, or the FACW Wetland Meadow Mix, as shown on the following table:

Staten Island Native Wildflower Mix

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Common Name-Wildflowers	Scientific Name	Percentage
Black Eyed Susan	Rudbeckia hirta	20
Switchgrass	Panicum virgatum	10
Virginia Wild Rye	Elymus virginicus	10
Indiangrass	Sorghastrum nutans	5
Thin Leaved Coneflower	Rudbeckia tribolia	5
Wild Blue Lupin	Lupinus perennis	4
Rough Stem Goldenrod	Solidago rugosa	4
Joe Pye Weed	Eupatorium fistulosum	4
Wingstem	Verbesina alternifolia	4
Wild Bergamont	Mondard fistulosa	4
Sneezeweed	Helenium autumnale	4
Heath Aster	Aster pilosus	4
New England Aster	Aster novae-angliae	4
Smooth Blue Aster	Aster laevis	4
Blue Vervain	Verbena hastata	4
Common Milkweed	Asclepias syriaca	2
Butterfly Weed	Asclepius tuberosa	2
Eastern Columbine	Aquilegia canadensis	2
Showy Tick Trefoil	Desmodium canadense	2
Forest Sunflower	Helianthus decapetalus	2

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Staten Island FACW Wet Meadow Seed Mix

Common Name - Wildflowers	Scientific Name	Percentage
Virginia Wild Rye	<i>Elymus virginicus</i>	20
Fox Sedge	<i>Carex vulpinodea</i>	15
Bottlebrush Grass	<i>Elymus hystrix</i>	10
Deertongue	<i>Panicum clandestinum</i>	5
Pennsylvania Smartweed	<i>Polygonum pennsylvanicum</i>	5
Riverbank Wild Rye	<i>Elymus riparius</i>	5
Switchgrass	<i>Panicum virgatum</i>	5
Black Eyed Susan	<i>Rudbeckia hirta</i>	5
Soft Rush	<i>Juncus effusus</i>	5
Common Milkweed	<i>Asclepius syriaca</i>	5
Pennsylvania Sedge	<i>Carex pennsylvanicum</i>	2
Blue Vervain	<i>Verbena hastata</i>	2
White Snakeroot	<i>Eupatorium rugosum</i>	2
Spotted Joe Pye Weed	<i>Eupatorium maculatum</i>	2
Whorled tickseed	<i>Coreopsis verticillata</i>	2
White Wood Aster	<i>Aster divaricatus</i>	2
Heart Leafed Aster	<i>Aster cordifolius</i>	2
Path Rush	<i>Juncus tenuis</i>	2
Swamp Sunflower	<i>Helianthus angustifolius</i>	2
Showy Tick Trefoil	<i>Desmodium canadense</i>	2

11. Erosion Control Mat (Blanket)

The erosion control fabric utilized at BMPs and shown on the Contract Drawings must conform to Detailed Specification 7.705 Erosion Control Mat.

I. Execution

Installation/Application/Performance For Terrestrial and Wetland Buffer Zone Plants

1. **Workmanship.** The Contractor must complete all work in the best manner, so that the work as a whole is of uniform quality and appearance. The Contractor must conform to the requirements specified hereafter.
2. **Preparation.**

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- a. Areas described and shown on plans must be rough graded with suitable local fill to twelve (12) inches below the finished surface, topsoiled, fine graded, prepared for planting and landscaped.
  - b. Subgrade must be kept free of masonry, concrete, metal waste materials, and debris.
  - c. Remove stones over 1-1/2 inches in any dimension, as well as sticks, rubbish and other extraneous matter.
  - d. No topsoil mix is to be placed until the subgrade is approved by the Engineer.
  - e. For planting beds, spread topsoil mix to minimum depth required to meet lines, grades and elevations shown on the Contract Drawings, after light rolling and natural settlement.
  - f. The planting beds and pits must be worked up well, and must be free of other vegetation and large clods of soil.
  - g. Apply fertilizer at rate specified in Contract Drawings during planting and seeding operations. Do not use fertilizer for wetland plants or in excessively wet areas.
3. Delivery: Plants must be packed, transported, and handled with utmost care to insure adequate protection against injury. When transported in closed vehicles, plants must receive adequate ventilation to prevent sweating. When transported in open vehicles, plants must be protected by tarpaulins or other suitable cover material. All bare root plants must be adequately protected from drying out and immediately after inspection must be heeled in moist soil. Balled and burlapped plants must be set on the ground and the ball covered with soil. Until planted, all material must be properly maintained and kept adequately moist, to the satisfaction of the Engineer.
4. Inspection: Inspection may be made before digging if the Engineer directs, but no plant material must be planted by the Contractor until inspected by the Engineer at the site of the work. Plant material will be rejected if delivered with broken or damaged root balls, or if damaged on site by rough handling. All rejected material must be immediately removed from the site and replaced with acceptable

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material at no additional cost to the City. Final inspection must be made upon completion of the Contract.

5. Installation.

a. Planting Operations.

1. Layout: All trees, shrubs and herbaceous must be laid out in random and naturalistic arrangements, as specified in the Contract Drawings unless otherwise directed by the Engineer. All plant and planting area locations must be staked prior to planting by the Engineer. Place no plantings within two (2) feet of pavements or structures, unless otherwise indicated.
2. Loosen subsoil/subgrade to a depth of six (6) inches prior to topsoil placement so that the topsoil and subsoil layers don't mix. Loosen subsoil with rototiller, backhoe or discer. The soil-loosening operation must be conducted in such a way as to back its way out of the site. After this, no more heavy machinery must be allowed on the planting beds.
3. Rototill/cultivate soils to a depth equal to the depth of the root ball and two times the diameter of the root ball. Set the tree/shrub on the undisturbed solid ground in the center of the area.
4. Obstructions Below Ground: Remove any rock, rubble, masonry, concrete, metal, stones over one inch or other underground obstructions to the depth necessary to permit proper planting.
5. Disposal: Remove and dispose of all excess excavations and unsuitable materials. Dispose in accordance with all local laws and regulations at Contractor's cost.
6. Apply topsoil, utilizing small equipment that does not compact soil.
7. Plant Beds: All plant material must be planted in

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existing on-site and/or locally available topsoil, except for mustow plantings installed within the specified four-inch (minimum) topsoil layer.

8. Bare root material must be adequately protected from drying out and immediately heeled in after inspection. The bundles of heeled-in plants must be set upright on the ground, covered with mulch, and kept adequately moist until the time of installation. Until the time of planting, all plant material must be stored in an approved location, securely fenced and maintained, to the satisfaction of the Engineer, at no additional cost to the City. All plants not planted immediately must be watered as necessary to maintain optimal health until planting.
  9. Setting Plants: Plant all plants to the same depth as their place of growth, unless otherwise directed. Center the plants in their planting pits. Set in the natural upright position at such a level that, after settlement, a normal or natural relationship of the crown of the plant with the ground surface must be established. Be careful not to exert any pressure that will damage any portion of the plant.
  10. Topsoil mix must be lightly tamped around the base of all plants and trees. Avoid compacting the soil. As clay soils are particularly prone to compaction, especially if worked when wet, transplant into clay soils when they are not saturated to the greatest extent possible. Do not leave plants exposed to sun or wind prior to planting. Take special care to avoid desiccation of fibrous-rooted plants.
  11. The Contractor must be liable for any damage to property caused by planting operations and the Contractor must, without any additional cost, restore to original condition or replace all trees, plant beds, lawns, meadows and all construction disturbed or damaged in performing the work of this Contract.
- b. Planting Trees and Shrubs.

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1. Trees and shrubs must be planted before herbaceous plants to avoid trampling of the smaller material. The Contractor must properly sequence plant delivery to achieve this progression.
2. Balled and burlapped. The roots of balled and burlapped plants must, if not immediately planted after digging and inspection, be adequately protected by topsoil until planted in their final location. Handle balled plants so that the ball will not be loosened. After the soil has been thoroughly firmed under and around the ball, cut the burlap away from the upper half of the ball and adjust remaining burlap to prevent the formation of air pockets; when directed by the Engineer remove the burlap entirely. Firm the soil at 6" to 8" intervals and thoroughly settle with water. Remove all wire baskets from root balls, unless otherwise directed by the Engineer. Install mulch around trees and shrubs immediately after installation.
3. Container. Cut containers on 2 sides with an approved can cutter and remove plant from container. Set container grown stock as specified. If container grown plant is root-bound or can be easily pulled from container, plant must be rejected. Place plant on a cushion of planting soil mixture and carefully work soil mix around roots by hand and puddle with water until the soil mix layers are completely saturated.
4. Tube stock. Plants must be removed from tube entirely and without damage. Plugs must have solid soil/root masses with the soil in place. Roots must appear clean and white in coloration. If plug is root-bound or can be easily pulled from tube, plant must be rejected. Plug must be installed in hole perpendicular with root collar and even with the surrounding grades. Plant to be firmed in to remove air pockets, then watered to full saturation.
5. Mix granular 12-14 month slow release Osmocote into the top two inches (2") of soil backfill at the rates indicated on the Contract Drawings. Apply



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Mycorrhizal inoculants directly to the root ball. The top of the root ball/container soil must be level with the substrate surface. Excess substrate must be distributed around the planting sites. No saucers must be constructed around the planting sites with the excess substrate.

6. Mulch pits, trenches and all planted areas. Provide not less than a three (3) inch thick layer of mulch and work into top of soil and finish level with adjacent finish grades. Do not place mulch within six (6) to eight (8) inches of tree trunks, nor should the base of shrubs and other plants be covered by mulch. No separate payment must be made for mulching planted areas.
  7. Prune, thin out and shape trees in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by the Engineer, do not cut tree leaders, and remove only injured or dead branches from flowering trees, if any. Prune plant material to retain natural character.
  8. Trees must be placed with the tags facing North. Placing the trees in the same orientation to the North as they were grown in the nursery must serve to limit bark sun scald.
  9. Guy and stake street trees immediately after planting, as required by the Engineer. Trees planted as part of a natural area restoration must use modified staking system if deemed necessary. Stakes must be removed after one complete growing season.
  10. Stake all trees within 20 feet of a surface water feature, so that they will not be washed away in time of flood.
6. Method of Work. Submit a list of proposed methods of execution of work under this section for review by the Engineer when proposed methods are different from, or supplementary to, those specified herein.

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J. Temporary Seed Mixture

1. A temporary seed mixture must be used to stabilize stockpiles and portions of the site where construction activities have temporarily or permanently no more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased. This requirement does not apply if earth-disturbing activities will be resumed within fourteen (14) days.
2. Seed mixture – Temporary seeding must be oat seed (*Avena sativa*) at a rate of 30 lbs per acre or 0.7 lbs per 1,000 sq. ft. If area is seeded during months of September through November, certified "Aroostook" winter rye (cereal rye) must be used at a rate of 50 lbs per acre or 1.25 lbs per 1,000 sq. ft.
3. If temporary seeding is not made within 24 hours of construction/disturbance the soil must be scarified prior to seeding.
4. Method of seeding – seed must be evenly applied with broadcast seeder, drill or cultipack seeder.
5. If temporary seeding is made under favorable soil and site conditions during the optimum seeding dates (March 15 – May 15 or September 1 – October 15) mulch is not required. Any temporary seeding outside of those dates must be hydroseeded with a mulch binder. Binder must be a cellulose or non-asphaltic emulsion, natural gum binder blended with gelling or hardening agents. A wood fiber mulch must also be added to the binder for improved stability. Terra-tack, as manufactured by Reinco, Inc., Hydrobond by JRM Chemical, Inc, Dustout by DustoutUS, or equivalent as approved by the engineer, must be used. Alternatively, the temporarily seeded area can be mulched with a straw of oat or wheat stalks (not hay) applied at a rate of 2 tons per acre (100 - 200 bales / acre) uniformly distributed over the sown seeds and held in place through the use of a straw crimper.
6. Any area with fail to establish vegetative cover adequate to prevent rill erosion will be reseeded as soon as such areas are identified.

K. Permanent Seed Mixture

1. Seed materials must be inspected by the Engineer upon arrival at the job site and prior to planting. Any materials not in compliance with specifications must not be accepted and must be removed from the

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job site immediately.

2. All seed materials must be protected from drying out and from wind damage during delivery.
3. All areas shown to receive seed on Contract Drawings and all areas which are disturbed and not indicated to be planted or paved must be seeded.
4. Seedbed Preparation – Scarify all compacted areas and remove all debris and obstacles such as rocks and stumps.
5. Do not broadcast seed by mechanical application when the wind velocity is such as to prevent uniform seed distribution.
6. Apply seed at the rate(s) specified on the Contract Drawings.
7. Time of Seeding – Permanent seeding must be done within 15 days of final construction activities. Optimum seeding times are in the spring from March 15 – May 15 and in fall from September 1 – October 15. If construction is completed during mid-summer, seeding may be done if watering will be provided.
8. Method of Seeding – Seed must be broadcast by hand or mechanically using a drop-hopper. The seed must then be sown to depths of 0-0.25" using an ATV pulling a weighted drag of the same width as the ATV, with bolts inserted every 4-6" along its width in order to open up furrows in the soil of up to 0.25" in depth. The ATV should drag the seeded area a minimum of four (4) times.
9. Following the seeding operation, 10-10-10 fast release fertilizer must be broadcast at a rate of 400 lbs/acre throughout the seeded area by hand or mechanically using a cyclone broadcaster. Seed must be watered as recommended by the seed manufacturer to achieve specified growth coverage.
10. Seeded areas must be covered with ECS-1B single net straw biodegradable rolled erosion control product furnished by East Coast Erosion Blankets, 443 Bricker Road, Berryville, PA 19056, (800) 582-4005 or approved equal. Alternatively mulching straw of oat or wheat stalks (not hay) must be applied at a rate of 2 tons per acre (100 - 200 bales / acre) uniformly distributed over the sown seeds and held in place through the use of a straw crimper. Hay is not acceptable due to its high weed content.

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11. Seeding must be deemed acceptable when 85% coverage of the seeded area with the seeded species has been achieved. Any area not meeting this requirement must be reseeded with the original seed mix.
12. Areas seeded with temporary cover grass must be rototilled and/or harrowed prior to seeding with permanent seed mix during the allowed time period.

L. Final Acceptance

Trees, shrubs and herbaceous plants must be thriving. Planting beds must be evenly mulched and free of invasive nonnative plant species. Paving/landscape interface must be a smooth, crafted transition free from defects such as gaps, sharp edges or sudden level changes.

M. Final Cleanup

At time of final inspection of work, and before final acceptance, clean any paved areas that are dirty or stained due to work of this Section by sweeping or washing, and remove any defacements or stains. Remove construction equipment, excess materials and tools. Remove from site any debris and dispose of off-site, in accordance with all local laws, and at the Contractor's expense. The Contractor must also cut all perimeter grass and weeds before final acceptance.

N. Wetland Plantings:

1. Installation

The Contractor must complete all work in the best manner, so that the work as a whole is of uniform quality and appearance. The Contractor must conform to the requirements specified hereafter. Plant material scheduled for planting in coconut fiber logs must also be rooted and potted in coconut fibers, and not in potting soil. This requirement must serve to safeguard against plants floating out of coconut fiber logs due to the washing away of potting soil.

- a. At the elevations described and shown on the plans, the areas must be fine graded, prepared for planting and landscaped.

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- b. Subgrade must be kept free of waste material and debris. Subgrade must be compacted prior to topsoil application at the Engineer's direction.
- c. Remove stones over 1-1/2 inches in any dimension, as well as sticks, rubbish and other extraneous matter.
- d. The planting areas must be worked up well, and must be free of other vegetation and large clods of soil.
- e. Install erosion control mat.
- f. Apply fertilizer at rate specified in Contract Drawings during planting and seeding operations.

2. Erosion Control Blankets

- a. Center a blanket in the bottom of the wetland area and anchor the erosion control blankets in a minimum 8" x 8" slot using five evenly spaced staples. Unroll blankets carefully in the direction of water flow, being careful to place blankets loosely and in full contact with the soil.
- b. Overlap blanket edges approximately 4" with downstream edges over upstream edges.
- c. Staple blankets using approximately 3 staples per square yard.
- d. Overlap blanket ends 6" in a minimum 8" x 8" check slot, upper blanket over lower blanket and staple using five evenly spaced staples.
- e. Cut excess blanket with scissors and anchor at the entrance to the weir/micro pool in a minimum 8" x 8" check slot with five evenly spaced staples.
- f. Blanket must not float or bubble anywhere after wetland is inundated with water.

3. Planting Operations

- a. Layout: All plants must be laid out in random and naturalistic arrangements, as specified in the Contract

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Drawings unless otherwise directed by the Engineer. All plant and planting area locations must be staked prior to planting by the Engineer. Place no plantings within two (2) feet of pavements or structures, unless otherwise indicated.

- b. When planting containerized wetland plants, care must be taken so as not to set the plants in water where there is in excess of 3" - 4" of water between the top of plant and the water surface. When planting dormant wetland plants, care must be taken so as not to set the plants in water where there is in excess of 12" - 14" of water between the top of plant and the water surface.
- c. When planting containerized or tube wetland plants, care must be taken so to set the plants in the water regime noted on the Contract Drawings plant schedule.
- d. Rototill/cultivate soils to a depth equal to the depth of the root ball and two times the diameter of the root ball. Set the tree/shrub on the solid ground in the center of the area.
- e. Obstructions Below Ground: remove any rock, rubble, masonry, concrete, metal, stones over one inch in diameter or other underground obstructions to the depth necessary to permit proper planting.
- f. Disposal: Remove and dispose of all excess excavations and unsuitable materials. Dispose in accordance with all local laws and regulations at Contractor's cost.
- g. The storm sewers tributary to BMPs should not be put into service for 6 to 8 weeks after completion of the associated wetland plantings. This will permit the wetland plantings to establish themselves.

O. Measurement and Payment

The quantity to be measured for payment under this section must be the total amount of trees, shrubs, herbaceous plants and seeded areas furnished, planted and maintained.

The contract price per unit for Landscaping Work must be as indicated on the BID SCHEDULE OF PRICES Item Nos. BMP-7.401-A, C, H, I and J. The price bid must be a separate unit price per tree, shrub and herbaceous plant specified within the Contract Drawings, and must include the costs of

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all excavating and preparing planting pits and beds, adding soil amendments, furnishing plants, digging, inspecting, planting, pruning, staking, guying, anchoring, wrapping, mulching, fertilizing, furnishing seed, seeding, liming, disking, raking, tilling harrowing, mowing, material, and maintaining all plant material and seeded areas. The price bid must also include the costs of all rough and fine grading, all specified soils necessary and required for the satisfactory completion of all landscaping work and all other work incidental thereto in accordance with the plans and specifications to the satisfaction of the Engineer.

The contract price per square foot of seeding must be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.401-I.

PLANT MATERIAL SUMMARY FOR LANDSCAPING WORK

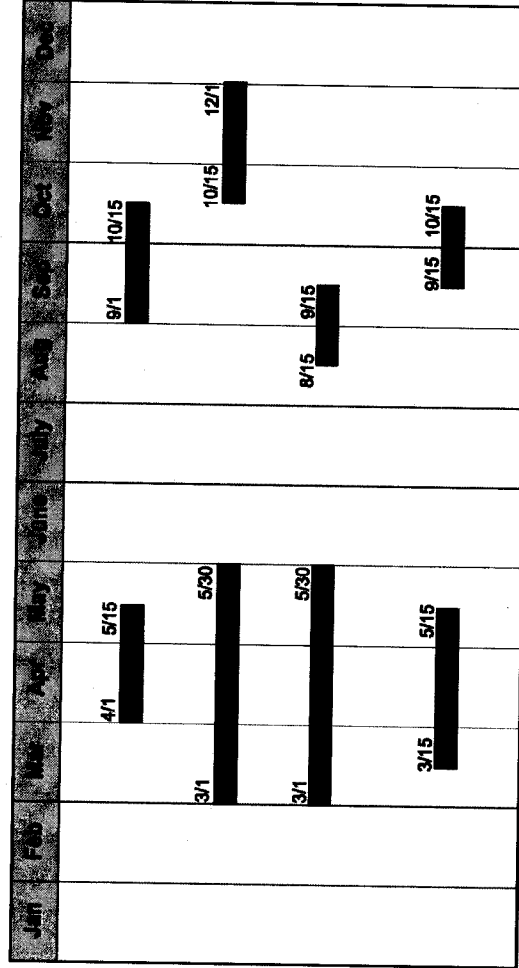
<u>Item</u>	<u>Description</u>
BMP-7.401-A inclusive	Canopy Trees (2 ½”–3” Caliper)
BMP-7.401-C inclusive	Canopy Trees – Whips 5' to 6'
BMP-7.401-H inclusive	Shrubs
BMP-7.401-I inclusive	Seeding
BMP-7401-J inclusive	Herbaceous Plants (Plugs)

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Division VII - Detailed Specifications - Contract  
Landscaping and Restoration Work  
**Terrestrial and Wetland Zone  
Planting, Transplanting and Seeding Schedule**

H&B File: 63000Carnatio Fig\Scr1-PlantingSchedule.xlsx 8-11-08



Evergreen Material

Deciduous Material

Container-Grown Herbaceous  
Material

Permanent Seeding



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7.403

TOPSOIL FOR RESTORED AREA

A. Description of Work

Under this item, the Contractor must prepare topsoil areas and must furnish, place and incorporate topsoil in accordance with the plans and specifications or as directed by the Engineer.

The Contractor must be liable for any damage to property caused by topsoiling operations and all areas of construction disturbed must be restored to their original condition to the satisfaction of the Engineer.

B. Material

Material must consist of natural loam topsoil, free from subsoil. It must be removed to a maximum depth of one (1) foot, or until subsoil is encountered. Topsoil must be of uniform quality, friable, free from hard clods, stiff clay, hard pan, partially disintegrated stone, stones larger than one (1) inch diameter, lime, cement, ashes, slag, concrete, tar residues, tarred paper, gasoline, motor oil, or other petroleum hydrocarbons, boards, brush, weeds, stalks, roots, sods, chips, sticks or any other undesirable material. Invasive, nonnative seed must not be allowed in the topsoil material.

All topsoil must be tested by a New York State Cooperative Extension office or by an approved analytical laboratory with 3 years documented history of soil testing for state, city or county projects.

Topsoil from site stripping must be tested prior to stripping. Soil test must be performed per five (5) acres and at the extremes of elevations. After site topsoil has been stripped, stockpiled, and amended per soil test results, the stockpiled topsoil must be tested again. For imported and stockpiled topsoil, soil tests must be required and must serve as a representative analysis for every 200 cubic yards of material utilized.

Topsoil must comply with the following requirements: No topsoil must be delivered in a frozen or muddy condition.

1. Organic Content: Topsoil must contain a minimum four (4) percent organic matter and a maximum of fifteen (15) percent organic matter determined by loss, on ignition, of moisture-free samples dried in accordance with the current method of the Association of Official Agricultural Chemists. The acidity range must be pH 5.5 to pH 6.5 inclusive.

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2. Nutrient Content: Magnesium, nitrogen, potassium, phosphorus levels, and soluble salts.

<u>Range</u>		<u>Nutrient</u>
4	– 8 (PPM)	Phosphorus (P)
66	– 100	Magnesium (Mg)
115	– 164	Potassium (K)
0.36	- 0.75	Boron (B)
0	– 49	Iron (Fe)
0.5	– 1.0	Zinc (Zn)
85	– 120	Nitrogen (N)

Soluble salts must be less than 2.5 millisiemens.

3. Total Petroleum Hydrocarbon Content: Topsoil must be tested for total petroleum hydrocarbons (TPH) by the Gravimetric-Hexane Method, as approved by the US Environmental Protection Agency. Topsoil must contain less than 150 ppm total petroleum hydrocarbons. All soil testing positive must be rejected and removed from the site.

4. Sieve Analysis: (By Wash Test, ASTM Designation C117)

The mechanical analysis of the soil must be as follows:

Passing 2" sieve 100%  
 Passing 1" sieve 95% to 100%  
 Passing #4 sieve 90% to 100%  
 Passing #100 sieve 30 % to 60%

5. Electrical Conductivity: Topsoil should have a maximum electrical conductivity of 1,000 micromhos/centimeter.
6. Invasive, Nonnative Plant Species: Topsoil must be free of invasive nonnative plant propagules or if present, topsoil must be sterilized with documentation.

When topsoil otherwise complies with the requirements of the specifications but shows an organic matter deficiency of not more than one (1) percent, organic matter may be incorporated when and as permitted by the Engineer.

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The Contractor must at the direction and discretion of the Engineer, or when quantities exceed two hundred (200) cubic yards, furnish a certified report of an approved analytical chemist showing the analysis of representative samples of the topsoil which he/she proposes to use. All samples are to be taken by the Engineer and delivered to the laboratory. The price bid must include inspection and laboratory charges. No topsoil must be delivered until the approval of samples by the Engineer, but such approval must not constitute final acceptance. The Engineer reserves the right to reject on or after delivery any material which does not, in his/her opinion, meet these specifications.

The Engineer reserves the right to reject topsoil in which more than sixty (60) percent of the material passing the No. 100 U.S.S. mesh sieve consists of clay as determined by the Buoyocous Hydrometer or by the decantation method. All percentages are to be based on dry weight of sample. If the Engineer directs, topsoil which varies only slightly from the specifications may be made acceptable by such corrections as the Engineer deems necessary.

C. Preparation of Topsoil Areas

Before any topsoil is placed, the subgrade must be graded to a smooth, uniform surface, parallel to and below finished grade, the depths of which are shown on the plans or as directed by the Engineer. The subgrade surface must be compacted with an approved roller weighing approximately five hundred (500) pounds. Hollows, depressions and gullies must be filled with acceptable material free from stones over one (1) inch in diameter, cinders, rubbish and other unsuitable material. Fill which is four (4) inches or more in depth must be compacted to the satisfaction of the Engineer.

All bumps, mounds, and ridges must be cut down to subgrade elevations as shown in the Contract Drawings. All areas of the subgrade that are not in a friable condition must be loosened to a depth of twelve (12) inches as directed by the Engineer. All surplus material and debris must be removed and disposed of as directed by the Engineer.

D. Spreading

Topsoil for upland areas must be spread and compacted to the overall depth of that which exists within the restoration area or to three (3) inches, whichever is greater. Topsoil for wetland areas must be spread and compacted to the overall depth of that which exists within the wetland area or to four (4) inches, whichever is greater. The contractor must use the

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lightest equipment appropriate to spread and compact the topsoil. Topsoil must not be handled when, in the opinion of the Engineer, it is too wet.

Topsoil for backfilling planting pits and planting beds must be mixed with compost having the general properties of humus in the following proportions:

Two (2) parts of topsoil to one (1) part of compost. They must be thoroughly mixed by placing the compost evenly over the topsoil piles and turning the piles at least three (3) times or until thoroughly mixed to the satisfaction of the Engineer.

Topsoil mixed on-site must be tested by the Contractor and have a pH of 5.5-6.5.

The finish grade must not be excessively compacted. Finish grade to 12" below soil surface must be loose, friable soil and not excessively compacted to the satisfaction of the Restoration Specialist. Maximum acceptable compaction is to 83% of the standard (AASHTO) Proctor maximum dry density. Conversely, soil must not be so loose that there is potential for extensive settlement, slumping, soil erosion, or excessive drainage. On-site compaction tests, if required, must be a standard test such as Nuclear Density Meter, or Sand Cone, or Balloon Density performed at contractor expense. After finish grading, and prior to installation of any erosion control fabric, planting, seeding, the Restoration Specialist must inspect extent of soil compaction. Restoration Specialist must re-inspect extent of compaction after completion of all site work. If required, Contractor will be required to loosen top 12" of soil to the satisfaction of the Restoration Specialist.

E. Mycorrhizal Inoculants

All trees and shrubs planted in areas receiving topsoil from off-site sources or on-site topsoil stored more than one (1) year must be inoculated with Mycorrhizal.

F. Measurement and Payment

The quantity of topsoil to be paid for under this item must be the number of cubic yards of topsoil furnished from off-contract site sources (i.e. suppliers approved by the engineer), mixed, placed and incorporated in the completed work in accordance with the plans and specifications to the satisfaction of the Engineer, measured in trucks used for delivery, at the site of the work. The quantity of topsoil to be paid for under this item must be measured in cubic yards in trucks used for delivery. No topsoil must be furnished until

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ordered by the Engineer. (No deductions must be made except for the volume of topsoil displaced by balls of trees, except in paved areas). Delivery ticket with name and address of vendor, date and estimated volume must be supplied to the Engineer prior to truck measurement.

The contract price per unit for Topsoil must be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.403. The bid price must be a unit price per cubic yard of topsoil, and must include the cost of all labor, materials and equipment necessary to prepare topsoil areas, furnish, mix, place and incorporate topsoil and compost, and all other work incidental thereto, in accordance with the plans and specifications to the satisfaction of the Engineer.

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7.404-A RESTORATION SPECIALIST (CONSTRUCTION MONITOR)A. Description of Work

The Contractor is advised that the portions of work within this Contract pertaining to the construction of the BMP's and all other work in the project area must require the supervisory expertise of a Restoration Specialist. The Restoration Specialist must supervise all restoration work performed by the Contractor and his/her Subcontractors for the duration of the project, in accordance with the plans, specifications and directions of the Engineer. The Restoration Specialist must also be responsible for overseeing the implementation of the project's soil erosion control plan. In addition, the Restoration Specialist must be cognizant of all conditions of the NYSDEC freshwater wetlands permit for the project, as they relate to work in the wetlands. Furthermore, the Restoration Specialist must be responsible for overseeing all installation of plant material. The Restoration Specialist must be responsible for preparing a restoration plan for any Bluebelt property disturbed by sanitary or storm sewer construction. The Restoration Specialist must report to the NYCDDC, as represented on-site by the Engineer. The qualifications of the Restoration Specialist must be approved by the NYCDDC and on-site prior to the start of any work.

B. Qualifications

The Restoration Specialist utilized to perform the work required must have performed at least three (3) projects similar in scope and type to the required work in the previous five (5) years. The Restoration Specialist must be a Registered Landscape Architect or have equivalent professional experience. Prior to the start of work, the Contractor must be required to submit the names and resumes of at least three prospective candidates to the NYCDDC. The NYCDDC must approve the qualifications of the prospective candidates or alternatively ask for more choices, if the NYCDDC deems the candidates to be not qualified.

C. Site Monitoring

The Restoration Specialist must monitor the Contractor's in-place erosion and sediment control devices, including, but not limited to, construction (limiting) fences, siltation fences, staked straw bales, etc., and must notify the Contractor when maintenance or repair of these devices is necessary. The Restoration Specialist must monitor related/adjacent construction to insure that these activities do not adversely impact restoration activities or the success of the restoration work.

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D. Restoration Supervision

The Restoration Specialist must supervise all aspects of the BMP installation including Wildlife Control and removal, in-stream sediment removal work, plant and sod salvage, and perimeter restoration work. The Restoration Specialist must oversee all landscaping activities including installation of plant material related to the BMP installation and streambank stabilization.

E. Design and Design Review

The Restoration Specialist must prepare, design and review design work as needed during construction. This work must include but not be limited to the following:

- a. research and prepare design revision/modification drawings,
- b. research and prepare revisions/modifications to detailed specifications,
- c. prepare supplemental field sketches,
- d. review and critique design modification drawings and supplemental drawings.

The Restoration Specialist must undertake this work when directed by the NYCDDC as represented on-site by the Engineer.

F. Photo Documentation

The Restoration Specialist must keep a digital photograph log of the project. The photo log will follow the progress of the project, in a clear and understandable progression, and must incorporate before, in progress and completed photographs of BMP's and natural area restorations within the project. Fixed photopoints must be used at each site to ensure that before and after photographs are taken from the same location and angle. The photo log will be utilized by NYCDDC for required reports, etc.

The Restoration Specialist must use a digital camera with a minimum resolution of 4.1 megapixels for use during all phases of the project for photo-documentation purposes. The Restoration Specialist must assemble

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the completed photo log onto CD's and transmit the complete photo log to the Engineer.

G. Monitoring Reports

The Restoration Specialist must prepare and submit a Monitoring Report to the Engineer following the completion of all planting and associated restoration activities. The Restoration Specialist must continue to submit an annual Monitoring Report until the guarantee period(s) for the plant material has expired. Six (6) copies of each report submittal must be required.

The Restoration Specialist must examine, monitor and report on the various components of the restoration and must incorporate color photographs, color photocopies, graphs, etc., as appropriate. All information must be reported in a concise format. The Monitoring Report must:

- report on all construction activities related to BMP and streambank stabilization,
- report the conditions of the vegetation planted within this Contract,
- quantify survival and cover rates and compare to permit requirements,
- recommend replacement species,
- report observed impacts to existing vegetation,
- report success rates in controlling erosion and sedimentation,
- report voluntary recruitment,
- present recommendations,
- give general commentary for increasing the success of future Bluebelt restoration projects.

H. BMP As-Built Plans and Information

The Contractor must be responsible for providing to the Restoration Specialist an as-built survey of all BMP areas as an electronic file. The



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Restoration Specialist must verify the Contractor's information and include his/her landscape information and any other additional planting or natural features. See the BMP As-Built section under the Special Provision section, specification section 7.414 for details and requirements for the survey(s).

I. Measurement and Payment

The quantity to be measured for payment under this section must be the total number of hours necessary for the supervision of all restoration work within this Contract, site monitoring, design and diagram review, photo documentation, preparation of monitoring reports and completion of the as-built plans in accordance with the plans, specifications and direction of the Engineer, performed prior to the date of Substantial Completion.

For supplying all labor, materials and equipment necessary for Restoration Specialist, the Contractor must receive a unit price bid.

The contract price per unit for Restoration Specialist must be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.404-A. The unit price bid must include the costs for all labor, materials, equipment and incidental expenses necessary or required to complete the work in accordance with the plans and specifications to the satisfaction of the NYCDDC representative, its agent, or Engineer.

No separate or additional payment will be made for work performed in accordance with the requirements of this section during the Maintenance and Guarantee Period specified for the Bluebelt Landscaping work. In addition, said work must be considered a part of the Maintenance and Guarantee and subject to the provisions thereof should the Contractor fail to complete this work as specified.

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7.404-B EROSION AND SEDIMENT CONTROL LICENSED/CERTIFIED PROFESSIONAL

A. Description of Work

The Contractor is advised to 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 Stormwater Pollution Prevention Plan (SWPPP) in compliance with the New York State Department of Environmental Conservation (NYSDEC) Pollutants Discharge Elimination System (SPDES) General Permit for Stormwater water Runoff from Construction Activities, GP-0-15-002, issued pursuant to Article 17, Titles 7, 8, and Article 70 of the Environmental Conservation Law (ECL). The Certified Professional must be approved by NYCDDC and be present on-site prior to the start of any work.

Within thirty (30) days after the contract is registered, The Contractor must submit a complete SWPPP and Notice of Intent (NOI) to NYCDDC's Infrastructure – Engineering Support Unit for review and comments. The Contractor through his Licensed/Certified Professional must make all necessary revisions required and resubmit the SWPPP and the NOI for acceptance and signature. Work must not begin until a permit identification number is issued by the NYSDEC, and an initial inspection is conducted by the Licensed/Certified Professional certifying that the appropriate control measures specified in the SWPPP have been adequately implemented to the satisfaction of the Resident Engineer and the Project Manager of the Engineering Support Unit.

B. Qualifications

The Licensed/Certified Professional employed to perform the required work must have previous experience in work of this nature and in completing the necessary submittals required under this Contract. The Licensed/Certified Professional must be a Professional Engineer or a Landscape Architect licensed to practice in New York State, or a Soil and Water Conservation Society Certified Professional in Erosion and Sediment Control (CPESC). Prior to the start of work, the Contractor is required to submit the names and resumes of at least three (3) prospective candidates to the NYCDDC for approval. The NYCDDC must make a selection or alternatively ask for more choices, if they deem the candidates to be unqualified.

C. Site Monitoring, Inspection and Reports

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The Certified Professional must monitor disturbed areas and the Contractor's in-place erosion and sediment control devices, including Turbidity Curtain, Construction Limit fence, Silt Fence, Debris Exclusion Fence, Goose Exclusion Fence, Stabilized Construction Entrance, Portable Sediment Tanks, and site dewatering measures, and must notify the Contractor when maintenance or repair of these devices is necessary.

Following the start of construction activities, site inspections must be conducted by the Certified Professional at least once a week and within 24 hours of rainfall events of 0.5 inches or greater. For construction sites where soils disturbance is greater than five (5) acres at one time, the Certified Professional must conduct at least two (2) site inspections every seven (7) calendar days and within twenty-four (24) hours of the end of each rainfall event of 0.5 inches or greater. The two inspections must be separated by a minimum of two (2) full calendar days. Subsequent to each inspection, the Certified Professional must prepare an inspection report and submit the original to the Resident Engineer and one copy to the Infrastructure-Engineering Support Unit. At a minimum, the inspection report must include, but not limited to, the following information:

1. Date and Time of inspection;
2. Name and Title of person performing the inspection;
3. A description of the weather and soil conditions (e.g. dry, wet, saturated) at the time of the inspection;
4. A description of the condition runoff at all points of discharged from the construction site. This must include identification of any discharges of sediment from the construction site. Include discharges from conveyance systems (i.e. pipes, culverts, ditches, etc.) and overland flow;
5. A description of the condition of all natural surface waterbodies located within or immediately adjacent to the properties boundaries of the construction site which receive runoff from disturbed areas. This must include identification of any discharges of sediment to the surface waterbody;
6. Record of any evidence of soil erosion on the site, potential for pollutants entering the drainage systems, problems at discharge points (such as turbidity in receiving water) and signs of soil and mud transport from the site to the public road at the limits of the project;
7. Identification of all erosion and sediment control practices that need repair or maintenance;
8. Identification of all erosion and sediment practices that were not installed properly or are not functioning as designed and need to be reinstalled or replaced;

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9. Description and sketch of areas with active soil disturbance activity, areas that have been disturbed but are inactive at the time of the inspection, and areas that have been stabilized (temporary and/or final) since the last inspection;
10. Current phase of construction of all post-construction stormwater management practices and identification of all construction that is not in conformance with the SWPPP and technical standards;
11. Corrective actions that must be taken to install, repair, replace or maintain erosion and sediment control practices; and to correct deficiencies identified with the construction of post-construction stormwater management practices;
12. Identification and status of all corrective actions that were required by previous inspection;
13. Digital photographs, with date stamp, that clearly show the condition of all practices that have been identified as needing corrective actions. The Qualified Inspector must attach paper color copies of the digital photographs to the inspection report being maintained onsite within seven (7) calendar days of the date of the inspection. The qualified inspector must also take digital photographs with date stamp, that clearly show the condition of the practice(s) after the corrective actions has been completed. The qualified inspector must attach paper color copies of the digital photographs to the inspection report that documents the completion of the corrective action work within seven (7) calendar days of that inspection.
14. Within one business day of the completion of an inspection, the Qualified Inspector must notify the Contractor and the Resident Engineer of any corrective actions that need to be taken. The Contractor must begin implementing the corrective actions within one business day of this notification; and
15. All the inspection reports must be signed by the Licensed/Certified Professional.

The Contractor must retain a signed copy of the General Permit GP-0-15-002, NOI, SWPPP, signed MS4 SWPPP Acceptance form, NOI Acknowledgment Letter and all original inspection reports required by this general permit at the construction site in a prominent place for public viewing from the date of initiation of construction activities to the date of final stabilization and the Notice of Termination (NOT) has been submitted to the NYSDEC. These documents must be made available to the permitting authority upon request. Prior to starting construction, the Contractor must certify that the SWPPP was prepared in accordance with the requirements of the permit and it meets all federal, state and local erosion and sediment control requirements.

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In addition, the Contractor and Subcontractors must identify at least one Trained Contractor who is an employee of the company that will be responsible for a day to day implementation of the SWPPP. The name and telephone number of this person should be listed in the SWPPP. The Trained Contractor must be a Professional Engineer, Registered Landscape Architect, or have received a DEC-endorsed four (4) hours of Erosion and Sediment Control training. After receiving the initial training, the Trained Contractor must attend a four (4) hours training every three (3) years. The Contractor must ensure that at least one Trained Contractor is on site on a daily basis when soil disturbance activities are being performed.

Performing implementation of a SWPPP on a permitted construction project without a Trained Contractor on site daily is a violation of Part III.A.6 of the SPDES General Permit GP-0-15-002. Stormwater controls must be maintained in good operating condition until all disturbed soils are permanently stabilized. Control devices in need of repair should be repaired promptly after identification.

Prior to filing of the Notice of Termination (NOT), or at the end of the permit term, the Contractor must have the Licensed/Certified Professional perform a final site inspection. The Licensed/Certified Professional must certify that the site has undergone final stabilization using either vegetative or structural stabilization methods and that all temporary erosion and sediment controls (such as silt fence, construction limit fence, turbidity curtain, stabilized construction entrance) not needed for long term erosion control have been removed. Subsequently, the Contractor must submit a complete NOT to the Engineering Support Unit to terminate the permit coverage.

Additionally, the Licensed/Certified Professional must identify all permanent Stormwater management structures that have been constructed, and provide the owner(s) of such structures with a manual describing the operation and maintenance practices that will be necessary in order for the structures to function as designed after the site has been stabilized.

The Licensed/Certified Professional must also certify that the permanent structures have been constructed as described in the SWPPP.

D. Contractor's Liability.

The Contractor must 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

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Regulations of the State of New York. Should any storm water runoff from the site violate the water quality standards, the Contractor will be directed to take immediate steps, at his 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 water system due to the Contractor's negligence, the Resident Engineer will direct the Contractor to cease any or all construction activities contributing to the release of these pollutants. The Contractor must be held responsible, at his own cost, for any and all necessary actions to remedy the damage.

Furthermore, failure of the Contractor and Sub-contractor(s) to strictly adhere to any permit requirements must include the a permit violation that could result in substantial criminal, civil, and administrative penalties.

It is the Contractor's responsibility to pay all the SPDES permit fees which must consist of the yearly regulatory fee, the initial authorization fee per acre of land disturbed and per acre of future impervious area. The Contractor must be liable for all penalties incurred due to his failure to pay these fees on time.

E. Measurement and Payment

The quantity to be measured for payment under this section must be the total number of days necessary to prepare the required reports to secure the permits; conduct the inspection and supervision of all erosion and sediment control works within this Contract, site monitoring, photo documentation, and preparation of monitoring reports in accordance with the plans, specifications and direction of the resident engineer, performed prior to the date of substantial completion.

The Contractor must receive a unit price bid for supplying all labor, materials and equipment required by the Certified Professional.

The contract price per unit for the Licensed/Certified Professional must be as indicated on the Bid Schedule of Price for Item No. BMP-7.404-B. The unit price bid must include, but not be limited to, the cost of furnishing all the labor, materials, fees, insurance, permits and testing required to prepare the SWPPP, provide and construct all erosion and sediment control devices in accordance with the approved SWPPP; inspect and monitor the work; comply with NYSDEC permitting requirements and all necessary incidentals to complete the work all in accordance with the specifications and the directions of the Engineer.

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7.405

VECTOR, PEST AND WILDLIFE CONTROL

A. Description of Work

When, in the course of construction, the Engineer deems it necessary, the Contractor must make arrangements to immediately implement a Vector and Pest Control Program at the construction site. All work is to be performed by a Licensed Applicator, and must comply with all NYC and NYS Department of Health requirements for Vector and Pest Control and the methods outlined below. The work must also include the control of mosquito larvae. The work must be performed on a periodic basis as determined by the Engineer.

The Contractor must also make arrangements to hire a Wildlife Control Agent, licensed by the NYSDEC, for live capture and removal of muskrats and any other wildlife if the Engineer deems it necessary. The wildlife, which must include pond life such as fish, frogs, and turtles must be removed before full-scale construction begins. The wildlife must be relocated off-site and upstream.

It is anticipated that once construction commences, the resident water fowl will leave the existing wetland areas. However, if the waterfowl do not leave on their own following the commencement of work in the wetland areas, the Wildlife Control Agent must make recommendations for their removal, and must relocate the waterfowl to another water body on Staten Island.

All work in this item must be supervised by the Restoration Specialist.

B. Material

1. Rodent Control - Rodent control must be done in accordance with the applicable sections of New York City Department of Transportation Standard Highway Specification 7.88 Rodent and Waterbug Pest Control.
2. Mosquito Control – As directed by the Engineer or Restoration Specialist, the licensed application must treat stagnant water for mosquito larvae with products approved by the New York City Department of Health. These include Vectolex, Altosid, Vectobac, and Aquabac. Products used must consist of the naturally occurring bacteria, *Bacillus thuringiensis*.

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3. Wildlife Control – The effort to live capture and remove pond life such as muskrats, fish, frogs and turtles must be undertaken by a Wildlife Control Agent, licensed by NYSDEC, employing various materials such as seines for catching fish, traps for live capture of turtles and muskrats, and possible use of electric shock to also capture fish.

C. Method

Application of rodent control must be per the applicable section of New York City Department of Transportation Standard Highway Specification 7.88 Rodent and Waterbug Pest Control.

Application of insecticide must be as per the manufacturer's recommended procedures and must be in compliance with all applicable rules and regulations and at the direction of the Engineer.

The Applicator must be responsible for collecting and disposing of all trapped and poisoned rats found in live-traps and tamper-proof boxes, and for the removal of all live-traps and tamper-proof boxes at the end of the work. The Applicator must be responsible for posting and maintaining signs announcing the baiting and spraying of a particular location.

The Wildlife Control Agent licensed by NYSDEC, who will be responsible for the live-capture and removal of pond life must use various techniques to accomplish his/her task. As the water in the pond is slowly drawn down, life will be concentrated in the center of the pond. A geofabric may need to be rolled over the muck to make the center of the pond accessible. The fish must be caught with a seine (net), electric shock or other approved method, and must be scooped into buckets. Traps must be used for turtles. Buckets containing wildlife must be kept shaded, and wildlife must be relocated to off-site and upstream release sites immediately so that there is no need to use aerators.

D. Measurement and Payment

The quantity to be measured for payment under this section must be the total number of hours necessary for completion of Vector, Pest and Wildlife Control.

The contract price per unit for Vector, Pest and Wildlife Control must be indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.405-A. The unit price bid must include the costs for all labor, materials, equipment and incidental expenses necessary or required to complete the work in



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accordance with the plans and specifications to the satisfaction of the Engineer.

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7.407 JUTE MESHA. Description of Work

Under this item, the Contractor must furnish and place jute mesh for steep slope protection within areas designated on the plans or where directed by the Engineer.

B. Material

## JUTE MESH SPECIFICATION

<u>Property</u>	<u>Test Method</u>	<u>Typical Value</u>	<u>Units</u>
Yard Fiber	-	Natural fiber woven jute, undyed & unbleached	
Yarn Count – Warp	-	78 per width min	
Weft	-	42 per linear yard, min	
Color	-	Natural (Brown, Earth Tone)	
Fabric Width	-	48"	Inches
Fabric Weight	-	14	oz/sq. yd.
Strands per Warp	ASTM D-3775	19.5	
per Weft	ASTM D-3775	14	
Mass per Unit Area	ASTM D-3776	14.7	oz/sq. yd.
	Warp		
Grab Tensile – Dry	ASTM D-4632	300	lbs/ft
	(modified) Fill	175	lbs/ft
Grab Tensile – Wet	ASTM D-4632	125	lbs/ft
	Warp		
	(modified) Fill	65	lbs/ft
Elongation at Break	ASTM D-4632	10	%
	Warp		
	(modified) Fill	10	%
Open Area	C.O.E. CW 002215	60-65	%
Durability	Field Experience	2-Jan	%

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Water Velocity	University	8	ft/sec
	Channel Test		
Unit Shear Test	University	2.76	lbs/sq. ft.
	Channel Test		
"C" Factor (1.5:1 Slope)	-	0.3	-
Mannings N	University	0.0237	-
	Channel Test		

Wire Staples must consist of 12-inch lengths of No. 11 gauge wire bent to form a "U" or other wire staples as approved.

Wood Pegs must be wedge-shaped, approximately 1" x 2" x 6".

Smolder Resistance: The jute mesh must be treated so as to be smolder resistant, meeting the following conditions:

The cloth must be made resistant to smoldering and/or after-glow by treatment with non-leaching and non-toxic chemicals. The chemicals must be non-toxic to vegetation and the germination of seed. The chemicals used for this purpose must resist leaching based on the equivalent of two inches of rain. The cloth itself must bear some identification mark to differentiate it from untreated jute cloth.

Test Method: When a lighted cigarette is placed on the upper or treated-surface of the cloth, neither flame nor after-glow will proceed in any direction more than 12" from the original position of the cigarette after it has burned out completely.

C. Method

Jute mesh must be placed on topsoil perpendicular to slope contours where directed by the Engineer. Jute mesh must be laid without stretching so that it lies loosely on the soil and in contact with the soil at all points and must be pressed firmly into the soil surface by rolling or tamping. If seeding is required, it must be done prior to the installation of the jute mesh.

The upper end of each roll of jute mesh must be turned and buried to a depth of six (6) inches, with the soil firmly tamped against it. Jute mesh must have a minimum lap of six (6) inches on all sides. Ends of rolls must also have a minimum lap of six (6) inches with the upgrade section on top.

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Check slots must be constructed at intervals of 50 feet, unless otherwise directed by placing a fold of jute six (6) inches vertically into the ground with replaced soil tamped firmly against it.

Jute mesh must be held tightly to the soil by staples or wood pegs driven firmly into the ground. Staples or wood pegs must be spaced not more than three (3) feet apart, along the sides and center of the jute mesh and not more than one (1) foot apart at roll ends, check slots and at other critical areas as determined by the Engineer.

D. Maintenance

The Contractor must maintain the areas of jute mesh installation until final acceptance of the contract. Maintenance must consist of providing protection for jute mesh and repair of areas damaged by equipment, erosion, fire, or other causes, as well as re-establishment of the grade and conditions of the area as specified.

E. Measurement and Payment

The quantity to be measured for payment under this Section must be the number of square feet of surface area on which jute mesh has been installed in accordance with the plans and specifications and directions of the Engineer.

The Contract price per square feet of Jute Mesh must be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.407. The bid price must include the costs for all labor, material, equipment and incidental in accordance with the plans and specifications to the satisfaction of the Engineer.

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7.408-B HERBICIDE APPLICATION

A. Description of Work

Under this item, the Contractor must apply herbicide to persistent weeds and weedy growth in accordance with the plans and specifications and as directed by the Engineer.

B. Quality Assurance

The Herbicide Applicator must possess a valid NYSDEC Type 5A - Aquatic Vegetation Pesticide Applicator Certification License and personnel training records.

Submit instructions for herbicide application, including materials safety data sheets.

C. Materials and Construction Methods

The work will eradicate invasive, non-native plants in upland and wetland areas using Glyphosate for eradication of all plants except Oriental Bittersweet, which will be treated with Garlon 4. All chemicals to be applied using backpack and hand held sprayers and individual stem wipe applications. Herbicides application to open water/marshlands is prohibited.

In Wetlands, the Contractor must spray Rodeo Herbicide or approved equal onto specified weedy growth only, as directed by the Engineer, between May and September.

The Applicator must spray to wet--not to the point of runoff. Care must be taken to properly calibrate the tank nozzle so as to direct herbicide spray only onto the undesirable plants and obtain complete coverage of leaves and stems. Avoid spray drift onto desirable plants and minimize spray contact with soil. It is recommended to spray when plants are not under water stress. Only flat pan nozzles must be used when using a spray applicator.

In areas where invasive plants are tightly intermixed with native plants, the applicator must use the individual wipe or injection method to prevent the accidental treatment of desirable plant material. Marking dyes must be added to the herbicide at the request of the engineer to prevent the accidental treatment of desirable plant material.

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Apply on a warm sunny day (75 degrees to 90 degrees preferred). Do not spray if wind speed exceeds 5 mph or if weather conditions would decrease the effectiveness of the herbicide or increase the intended target area. Do not apply or allow herbicide spray into surrounding waterbodies. Do not exceed the rates indicated on product labels.

A non-ionic surfactant that is labeled for use with herbicides must be added to the herbicide to help penetrate targeted plants for increased control. Surfactant must contain 50% or more active ingredient.

When using water from on-site hydrants, remove all suspended particles that may reduce the effectiveness of the herbicide prior to adding the water to the mixing tank.

All treated areas must be temporarily posted with signs indicating that the area has been treated with herbicide. Signs must be clearly posted in areas where the public may come into contact with the plant material.

The Contractor must return to the site after ten (10) days and remove any dead vegetation that may interfere with planting of new material. If a second application is deemed necessary, a minimum of 10 days is required before installing any new plant material. Planting may proceed when the site is deemed acceptable to the Engineer.

The plant species to be eradicated must primarily include, but not be limited to the following, and must include additional species at the direction of the engineer:

Japanese Knotweed ( *Polygonum cuspidatum*)  
Mutiflora Rose (*Rosa mutiflora*)  
Purple Loosestrife (*Lythrum salicaria*)  
Oriental Bittersweet (*Celastrus orbiculatus*)  
Black Locust (*Robinia psuedoacacia*)  
Japanese Honeysuckle (*Lonicera japonica*)  
Common Reed (*Phragmites australis*)  
Mile-A-Minute Vine (*Polygonum perfoliatum*)  
Mugwort (*Artemisia vulgaris*)  
Common Ragweed (*Ambrosia artemisifolia*)  
Giant Ragweed (*Ambrosia trifida*)  
English Ivy (*Hedera helix*)  
Japanese Stiltgrass (*Microstegium vimineum*)  
Porcelain Berry (*Ampelopsis brevipedunculata*)  
Burning Bush (*Euonymus alatus*)  
Russian Olive (*Elaeagnus angustifolia*)

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Giant Hogweed (*Heracleum mantegazzianum*)  
Tree of Heaven (*Ailanthus altissima*)  
White Mulberry (*Morus alba*)

D. Measurement and Payment

The quantity to be measured for payment under this section must be the total number of crewdays (shifts) necessary for completion of Herbicide Application. A crewday (shift) is defined as one period from 8AM – 4PM, including lunch and breaks. The crew must consist of two workers.

The contract price per unit for Herbicide Application must be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.408-B. The unit price bid must include the costs for all labor, materials, equipment and incidental expenses necessary or required to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

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7.411 WATERING AND WEEDING DURING GUARANTEE PERIOD

A. Description of Work

1. Planting Period:

The Contractor must provide all labor, material, tools and equipment necessary to maintain and cultivate the healthy growth of all plantings in the planted area after installation, in accordance with the specifications and contract drawings, during the planting period of the project. For the purposes of this item, the planting period must begin at the onset of planting, and be continuous until planting is accepted. Plant material will not be accepted unless the plants exhibit healthy growth and satisfactory foliage conditions. For watering and weeding during the planting period, the Contractor must utilize this item for payment.

2. Guarantee Period:

Upon acceptance by the City and during the guarantee period, the Contractor must assume the work outlined within this item at no additional payment. No separate payment will be made for watering and weeding during the guarantee period, and such work will be deemed included in the prior bid for plant material.

B. Requirements

The Contractor's responsibilities under this item consists of watering and weeding after installation as required to maintain installed plant material in a healthy and vigorous condition and to provide an acceptable growth medium, in accordance with the specifications and contract drawings.

The Landscape Subcontractor must submit a watering and weeding plan and maintenance schedule prior to the installation of plant material, to be approved by the Engineer or Restoration Specialist. The plan must include proposed methods of watering and weeding, including but not limited to tree gators (bags), sprinklers, drip hoses, irrigation, tanker vehicles and hand watering, etc., as well as manual weeding and weeding tools.

The approved plan and schedule do not relieve the Contractor in any way from any aspect of the replacement of dead plant material. The Landscape Subcontractor may alter the maintenance schedule based on weather and field conditions.



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C. No Separate Payment

No separate payment will be made for this work of the specification. All costs must be included in the various Contract Items of this Contract.

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7.414 BMP AS-BUILT PLANS

A. Description of Work

Under this item the Contractor is to provide all labor, materials, tools and equipment necessary to complete the work described below in complete accordance with the Contract Documents and the direction of the Engineer.

B. BMP As-Built Plans and Information

The Contractor must be responsible for providing a survey of final topographical features with contour lines every one (1) foot of elevation at a scale of 1" = 20'. The survey must include all adjoining property lines. The survey must indicate and clearly label all new reconstructed/rehabilitated structural features which include but are not limited to the following:

- Tipping elevation of water at weir structure;
- Inlet and outlet elevation of low flow pipe;
- Inlet and outlet elevations of drain pipe;
- Permanent pool elevation;
- Bottom elevations of forebay, low flow channel and micropool;
- All pipes, headwalls, manholes, weirs, and any other structure that is part of the storm drainage system;
- Boundary fencing and survey monuments;
- Planting spreadsheet indicating zone elevation, species, and quantity planted;
- Location, size and species of all existing trees greater than six (6") caliper.

The Contractor must submit the as-built plans with the above information included as an electronic file to the Restoration Specialist. The Contractor must supply the surveys immediately after the completion of each BMP site to allow the Restoration Specialist time to complete the landscape survey. The Restoration Specialist must verify the contractor's information and include his/her information along with any additional planting and natural features information on a separate sheet to the as-built plans. Paper prints of the completed as-built plans must be provided by the Contractor to the Engineer for review.

The approved final as-built plans must be stamped by the professional surveyor and sent as a mylar set to the NYC Department of Design and Construction for inclusion in the final complete set of project as-built plans. The final as-built BMP plans must consist of the following three sheets per

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site; 1) a base map stamped by the surveyor with property lines, contours, structures, and invert elevations, 2) a tree and shrub plan, and 3) a herbaceous planting plan. The NYCDDC must be responsible for routing three (3) complete sets of as-built plans to the following locations:

NYCDEP Mapping and Records Division  
59-17 Junction Boulevard  
Flushing, NY 11373-5108

NYCDEP Water and Sewer Permitting  
10 Richmond Terrace  
Staten Island, NY 10301

NYCDEP Staten Island Bluebelt  
182 Joline Avenue  
Staten Island, NY 10307

The Contractor must also submit as an electronic file, AutoCAD 2008 and six sets of paper prints of the approved final (BMP only) as-built plans to the NYCDEP Bluebelt field office located at 182 Joline Avenue, Staten Island, NY 10307, and 3 sets of paper prints to the NYCDEP Staten Island Bluebelt main office located at 59-17 Junction Boulevard, 12<sup>th</sup> Floor, High Rise, Flushing, NY 11373-5108.

C. No Separate Payment

No separate payment will be made for this work of the specification. All costs must be included in the various Contract Items of this Contract.

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7.415 VINE AND INVASIVE PLANT REMOVAL

A. Description of Work

Under this item, the Contractor must remove all vines and invasive plants at Staten Island Bluebelt properties throughout the BMP project area and watershed and as directed by the Engineer

B. General Removal Methods

All vine and invasive plant material must be removed by hand. The removal of these plant and materials must be from existing trees, fence lines, utility poles and lines, adjacent structures, BMP sites, and other areas within the watershed. All vines and invasive plant material removed must be disposed of by the Contractor at the Contractor's own expense.

The Contractor must carefully protect all trees, shrubs and other plant material and structures during the vine and invasive plant removal operation. Any repair to damaged trees, fence, shrubs, and other plants and structures resulting from the vine and invasive plant removal operation will be repaired by the Contract at the Contractor's own expense.

The removal of vines and invasive plants under this item is to be done in conjunction with the work covered under Specification Section 7.408B, Herbicide Application.

The vines and invasive plants to be removed will be identified by the Engineer and restoration specialist and clearly marked prior to removal. No trees are to be removed under this item.

The plant species to be eradicated primarily include, but must not be limited to the following, and must include additional species at the direction of the engineer:

Japanese Knotweed (*Polygonum cuspidatum*)  
Mutiflora Rose (*Rosa mutiflora*)  
Purple Loosestrife (*Lythrum salicaria*)  
Oriental Bittersweet (*Celastrus orbiculatus*)  
Black Locust (*Robinia psuedoacacia*)  
Japanese Honeysuckle (*Lonicera japonica*)  
Common Reed (*Phragmites australis*)  
Mile-A-Minute Vine (*Polygonum perfoliatum*)  
Mugwort (*Artemisia vulgaris*)  
Common Ragweed (*Ambrosia artemisifolia*)

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Giant Ragweed (*Ambrosia trifida*)  
English Ivy (*Hedera helix*)  
Japanese Stiltgrass (*Microstegium vimineum*)  
Porcelain Berry (*Ampelopsis brevipedunculata*)  
Burning Bush (*Euonymus alatus*)  
Russian Olive (*Elaeagnus angustifolia*)  
Giant Hogweed (*Heracleum mantegazzianum*)  
Tree of Heaven (*Ailanthus altissima*)  
White Mulberry (*Morus alba*)  
Norway Maple (*Acer platanoides*)

C. Measurement and Payment

The quantity to be measured for payment under this section must be the total number of crewday (shifts) necessary for completion of Vines and Invasive Plant Removal. A crewday (shift) is defined as one period from 8AM – 4PM, including lunch and breaks. The crew must consist of three gardeners and one supervisor. The crew must also consist of the following equipment:

One (1) truck (10-15 cubic yard enclosed hydraulic dump body)  
Manual Pole Saw (2)  
Full Size Lopping shears  
Tool Kit including files for minor mechanical repairs  
Dirt Shovel  
Sweep Type Broom Rake  
Hand Saw  
First Aid Kit  
Ear and Eye Protectors  
Hand Saw with Scabbard (2)  
Axe  
Broom  
Hard Hats  
Safety cones  
Red Flags  
Danger Signs

The contract price per unit for Invasive Vine and Plant Removal must be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.415. The unit price bid must include the costs for all labor, materials, equipment, vehicles and incidental expenses necessary or required to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

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7.418      CLEAN SAND FOR RESTORED AREA

A.      Description of Work

Under this item, the Contractor must provide clean sand for fill in accordance with the plans and directed by the Engineer.

The Contractor must be liable for any damage to property caused by topsoiling operations and all areas of construction disturbed must be restored to their original condition to the satisfaction of the Engineer.

The Contractor must supply information detailing source location of clean sand from off-site and provide a sample of sand to be used for inspection by the Engineer and Restoration Specialist prior to delivery of sand stockpile to site.

B.      Material

Material must consist of sand, free of organic material, loam, debris, frozen soil or other deleterious material which may be compressible. The sand must be of uniform quality, friable, free from hard clods, stiff clay, hard pan, partially disintegrated stone, stones, lime, cement, ashes, slag, concrete, tar residues, tarred paper, gasoline, motor oil, or other petroleum hydrocarbons, boards, brush, weeds, stalks, roots, sods, chips, sticks or any other undesirable material. Invasive, nonnative seed must not be allowed in the clean sand material.

Clean sand should conform to the following gradation requirements:

U.S. Standard Sieve Size	Percent Passing by Weight
No. 8	100
No. 10	15-100
No. 40	0-70
No. 60	0-12

Uniformly graded sands, defined as having a uniformity coefficient ( $C_u = D_{60}/D_{10}$ ) less than 6, are unacceptable.

Tests must be required and must serve as a representative analysis for every 200 cubic yards of material utilized.

Clean sand must comply with the following requirements: No sand must be delivered in a frozen or muddy condition.

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1. Invasive, Nonnative Plant Species: Clean sand must be free of invasive nonnative plant propagules or if present, sand must be sterilized with documentation.

Sand from site stripping must be used if the material meets these specifications. A material test(s) must be made at the Contractor's expense to determine if the specifications have been met as directed by the Engineer.

C. Measurement and Payment

The quantity of clean sand to be paid for under this item must be the number of cubic yards of clean sand furnished from off-contract site sources (i.e. suppliers approved by the engineer), mixed, placed and incorporated in the completed work in accordance with the plans and specifications to the satisfaction of the Engineer, measured in trucks used for delivery, at the site of the work. The quantity of clean sand to be paid for under this item must be measured in cubic yards in trucks used for delivery. No clean sand must be furnished until ordered by the Engineer. Delivery ticket with name and address of vendor, date and estimated volume must be supplied to the Engineer prior to truck measurement.

The contract price per unit for Clean Sand must be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.418. The bid price must be a unit price per cubic yard of Clean Sand, and must include the cost of all labor, materials and equipment necessary to prepare topsoil areas, furnish, mix, place and incorporate topsoil and compost, and all other work incidental thereto, in accordance with the plans and specifications to the satisfaction of the Engineer.

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7.419 TREE AND ROOT PRUNING

A. Description of Work

Under this Section, the Contractor must provide all labor, materials, equipment, insurance, licenses, permits and payments of fees, tolls and taxes, together with all work required for general branch and root pruning, including the removal of all debris generated during the completion of this work.

All work must be performed as directed by the Engineer. The work to be performed by the Contractor must be done only when and where the Contractor is ordered to perform such work by NYCDDC. Tree pruning in natural areas may have restricted or no vehicle access and in such cases trees will have to be climbed and roped by experienced personnel.

Skilled persons directly employed and supervised by the Contractor must perform all work. All work must be performed in a professional manner and in accordance with the most current revisions of the American National Standards for Tree Care Operations: Tree, Shrub, and other Woody Plant Maintenance and Standard Practices A-300-2001 and the American National Standards for Arboricultural Operations: Pruning, Repairing, Maintaining, and Removing Trees, and Cutting Brush – Safety Requirements Z-133.1-2000, published by the American National Standards Institute (ANSI).

Contractors must have in their possession, or available to them, the following materials: trucks, aerial lifts, chippers, hand tools, climbing equipment, and other equipment and supplies required to perform this work. The Contractor must also have current certification to perform the work, as specified below.

The description of the work is for general information only. It is not to be construed as an exclusive definition of the quantity or type of work that will be required.

B. Health and Safety

All work must follow all arboricultural standards, as specified herein, and all City, State and Federal regulations as applicable. The Contractor is responsible for the preparation and submission of a Health and Safety Plan to NYCDDC. The HASP must be approved by NYCDDC before any of the work begins. In accordance with the HASP, the Contractor must perform the work with all due care, taking precautions against injury to persons and



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damage to property, and against interference with traffic or abutting property. The Contractor must at his/her expense erect barricades, display lights or signs, give warnings and adopt and enforce rules and regulations as may be necessary or required by NYCDDC or by authorities having jurisdiction to safeguard the public.

The Contractor must furnish a twenty-four (24) hour telephone number of three (3) responsible members or employees of the Contractor's firm who can be reached in times of emergency resulting out of or in connection with the work to be performed.

C. Personnel and Equipment

All work must be performed by skilled persons directly employed and supervised by the Contractor.

1. Contractor's Certification and Experience

- a. At least one employee on each crew working within ten (10) feet of energized conductors must be a qualified line clearance tree trimmer.
- b. The pruning must be performed under the supervision of an "ARBORIST" from the International Society of Arboriculture (I.S.A.) or an equivalent certification or experience.
- c. The Contractor must be certified by the New York State Department of Agriculture and Markets to perform work within Asian Longhorned Beetle Quarantine Zones.

2. Contractor's Equipment List

- a. The Contractor must furnish a list of proposed vehicles and equipment to be used in the completion of this work at the time of the pre-construction meeting.
- b. All equipment must be in good working condition. The Contractor must remove and replace any equipment in unsatisfactory condition or unsuitable for the required work as deemed by NYCDDC.
- c. To ensure that out of service equipment be returned to service in two (2) days or less, the Contractor must provide at all times a 24 hour repair or replacement center with maximum response

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time of two (2) hours.

- d. Unacceptable equipment or lack of equipment must be grounds for disqualification of the Contractor.
- e. All required documentation and information must be provided at the time of the pre-construction meeting unless otherwise agreed to by NYCDDC.

D. Tree Pruning Method

The Contractor must prune trees in accordance with accepted arboricultural practices, to the satisfaction of and in the order directed by the Engineer.

At each marked tree location, the Contractor must perform some or all of the following pruning work as directed by the Engineer.

1. Crown Cleaning to remove dead, broken, crossing, rubbing, damaged (storm or otherwise), fungus and insect infected branches, dead or decaying stubs, suckers and all other undesirable growth. Live growth should not be removed unnecessarily. Clean pruning will be performed on all branches 1 inch in diameter and larger. Injured areas where healing is not taking place properly may be bark traced in accordance with accepted arboricultural practices.
2. Crown Thinning to improve the penetration of street lighting. Proper thinning retains crown shape and should provide an even distribution of foliage throughout the crown. The percentage of live foliage removed must not exceed 15%. Only remove branches ¼ to 1 inch in diameter. Excessive limb removal on the lower two-thirds of any branch or stem (lion tailing) is not acceptable.
3. Crown Raising to provide a vertical and horizontal clearance from vehicles, pedestrians, signs, buildings, lights, and transmission lines. In lifting bottom branches of trees for under clearance, care should be given to preserve the symmetrical appearance of the tree. This work may involve both the removal and shortening of limbs. Branches greater than half of the trunk diameter should not be removed. Unless otherwise directed, the canopy should be raised to 15 feet over roads, 8 feet over sidewalks and pruned to give 6 feet clearance from buildings.
4. Root pruning must be done when roots are damaged ruining construction or excavation.

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All pruning must be completed to current best practice for either branch removal cuts (thinning cuts) or reduction cuts (lateral cuts or drop crotch cuts). Reduction cuts (lateral cuts or drop crotch cuts) should be to a lateral branch at least one-third to one-half the diameter of the removed portion. Do not leave stubs. When removing a dead branch, the final cut should be made just outside the collar of living tissue. All limbs one inch (1") in diameter (the size of a quarter) and over must be pre-cut to prevent splitting and/or bark rips. No more than 25 percent of the live crown of a single tree should be removed.

The Contractor must carefully protect against damage to all existing trees, plants, other growths and other features to remain. He/she must be liable for any and all damage to such trees, plants, other growths, real property and vehicles. The Contractor must replace any injured trees as per the instructions of the Engineer.

All trees which require maintenance due to root and trunk damage must be guaranteed for one year against death. If during this time, said trees die due to root and trunk damage, they must be removed and replaced according to Department of Parks and Recreation removal and tree planting specifications.

The Contractor must lower any branch that would injure the tree or other property when falling using ropes.

In the case of trees with Dutch Elm Disease, or as directed by the Engineer, the Contractor must disinfect all tools between use on other trees with alcohol or bleach, due to the danger of transmitting the disease on tools. All tools must be disinfected between each use on each tree.

In the case of locations with restricted access, parked cars or where designated trees taller than the working height of a bucket, trees must be pruned using ropes and saddles. The use of hydraulic limb loppers, hydraulic saws or climbing spikes is not acceptable. Use of any such prohibited equipment will be grounds for default proceedings.

Working Hours

All work must be performed during the five- (5) day, forty- (40) hour week, from Monday to Friday, inclusive between the hours of 8:00 A.M. and 4:00 P.M., except for legal holidays or unless otherwise directed by NYCDDC. The Contractor is expected to work in rain and adverse weather, unless otherwise approved by NYCDDC. No work must commence on streets

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adjacent to schools prior to 9:00 A.M. or after 2:00 P.M., when school is in session. The Contractor's employees must wear identification, approved by the Project Manager, at all times while performing this work.

Work Area

All work areas must be kept in such a manner to cause as little inconvenience as possible to the general public and adjacent property owners. When it is necessary to close pedestrian walks, vehicular traffic lanes or private driveways, the Contractor must provide personnel barricades, warning signs, cones, flags or other means required by governing rules and ordinances.

Should work require the Contractor to place equipment and/or personnel on private property, the Contractor must obtain the property owners' permission in writing and must notify DEP prior to the performance of any work. The Contractor must develop a permission/indemnification form to be used for this purpose. Sites may be designated as temporary debris staging areas at the sole discretion of DEP.

External Situations

The Contractor must appropriately address external influences, including encounters with rats, hornets, wasps, yellow jackets or other animals and insects that could interfere with tree pruning work. The Contractor must remove all signs, boards, hoops, bags, guide wires, tree grates, tree guards, fences, poles or other foreign objects. The Contractor is responsible for addressing and solving these problems at no additional cost to the City.

E. Debris Disposal

The Contractor must remove all debris generated during the course of a day from the contract site no later than the completion of that day's work.

The Contractor must obtain written approval from the Engineer to store or spread clean chips on City property within the borough at designated locations.

F. Plant Pest Control Requirements

Contractors must comply with Federal and State Department of Agriculture regulations for plant pest control. In general, State Department of Agriculture regulations require contractors operating in infested areas to thoroughly clean all equipment units before moving to non-infested areas.

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The Contractor and/or subcontractors must be certified by the New York State Department of Agriculture & Markets to perform work within the Asian Longhorned Beetle Quarantine Zone. The Contractor must review and abide by the description of the quarantine and compliance agreements as presented in the publication entitled Part 139 of the New York State, Department of Agriculture & Markets law. Full information can be obtained from Federal and State Pest Control personnel. Quarantine areas, for the purpose of this contract must be defined as all five Boroughs of New York City.

The Contractor must also be responsible for complying with all state and federal requirements for infestations by the Emerald Ash Borer, including but not limited to those by the New York State Department of Agriculture and Markets.

G. Contractor's Representative

At the discretion of the Engineer, the Restoration Specialist must be present at the work site during all times work is being performed. While this work is being performed, a Supervisor or employee of the Contractor with equivalent authority who is not a member of the work crew(s) must be present to properly direct and deploy the work crew(s) in completing the listed work. The foregoing provision must be complied with irrespective of whether work is being performed by the Contractor or his sub-contractor's forces. The Contractor's representative must maintain daily communication with the Restoration Specialist.

H. Inspection

NYCDDC must conduct an inspection of all work to ensure compliance with specifications. The Engineer has final discretion for approving all work for payment. No partial payments will be made for incomplete or unsatisfactory work. After the inspection is completed and the Contractor is notified in writing by NYCDDC, the Contractor has two (2) weeks from the date of notification to complete any incomplete or unsatisfactory work.

NYCDDC reserves the right to hold/reject the invoice if there is any incomplete or unsatisfactory work outstanding. The City will not pay any interest on the invoices that are held due to incomplete or unsatisfactory performance of the Contractor.

I. Completion

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The Restoration Specialist will supply the Contractor with a list of trees where pruning is to be performed. The Restoration Specialist must have the right to add or delete any locations from the list. In general, the Contractor must mobilize his/her crews within five (5) working days from the issuance of the list.

J. Measurement and Payment

The quantity to be measured for payment under this section must be the total number of crewday (shifts) necessary for completion of general tree pruning, for eight (8) consecutive hours of work performed on weekdays between the hours of 8 a.m. and 4 p.m. All mobilization and incidental costs, including the disposal of wood chips, are included in the prices submitted by the Contractor. The contract price per shift for Tree and Root Pruning must be as indicated on the BID SCHEDULE OF PRICES, Item No. BMP-7.419.

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7.500

SOIL EROSION AND SEDIMENTATION CONTROL MEASURES

Under soil erosion and sedimentation control work, the Contractor must provide all labor, materials, tools and equipment necessary to complete the execution of the work in complete accordance with the Specifications and all Contract Drawings. All Soil Erosion and Sedimentation Control work must be done in conformance with and subject to the renewed State Pollutant Discharge Elimination System (SPDES) General Permits for Discharges Stormwater from Construction Activity, GP-0-15-002, and the latest edition of the New York State Standards and Specifications for Erosion and Sediment Control, 2016, published by the New York State Department of Environmental Conservation, including, but not limited to, the following methods of erosion and sedimentation control.

1. Slopes left exposed will, within 30 working days of completion of any phase of grading, be planted or otherwise provided with ground cover device, or structures sufficient to restrain erosion.
2. A ground cover sufficient to restrain erosion must be planted or otherwise provided within 15 working days on that portion of the tract (disturbed area) upon which further active construction is not being undertaken.

The Contractor must submit for approval by the Engineer and NYSDEC, a written Erosion and Sedimentation Control Plan, prepared by a Certified Professional in Erosion and Sediment Control (CPESC), who is a Professional Engineer (P.E.) or under the supervision of a P.E. The Erosion and Sediment Control Plan must be signed and sealed by that CPESC and/or the supervising P.E. The Plan must comply with all conditions of the applicable freshwater wetland permit issued by NYSDEC.

The Erosion and Sedimentation Control Plan must conform to the guidelines as set forth in the latest edition of the New York State Standards and Specifications for Erosion and Sediment Control, 2016 published by the New York State Department of Environmental Conservation and he/she must implement the followings:

- No stockpiling of excavated material would be allowed in a manner or location that would permit erosion and its subsequent sedimentation in wetlands or other natural areas.
- No storage of soil must be permitted within the Contract limits. Soil is deemed to be for this requirement any sediment including material such as topsoil fill, sand, any excavated material, boulders, stones, cold patch, etc.

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- Storm sewers will be installed in a sequence and manner that reduces the time during which the tops of excavated areas would be exposed and vulnerable to erosion.
- At the end of each day's work, the street where sewers are being installed will be cleaned and swept to reduce the amount of soil that could potentially impact downstream areas as sediment. The Contractor must be required to have a street sweeper on the site.
- Use truck tracking pads at the construction access locations to remove sediment from the tires of the trucks and other construction equipment prior to driving on the adjacent streets.
- Utilize sediment basins, sediment traps and/or sediment filters in the erosion control plan to capture sediment from run-off and from water produced by dewatering operations.
- Use portable sediment tanks to remove sediment from water generated by dewatering operations. All water from dewatering must be treated before discharge into any surface water bodies, unless the turbidity of the effluent is less than the ambient level of the receiving water body as measured by the turbidity meter in standard units (i.e. NTU's).
- The Contractor must supply all portable equipment.
- Use construction limiting fence, staked hay bales, and/or reinforced silt fence as shown on Contract Drawings, unless otherwise directed by the Engineer.
- Schedule work in wet areas, such as BMP sites, during relatively dry summer months.
- Employ water diversions to direct the stream away from the area being worked on, so as to create drier conditions for in-stream work.
- Use temporary pumping sump to control water level at site.
- Prior to the start of construction activities, such as sewer installation, inspect all erosion control measures and continually monitor them, especially after each storm event.
- If the Contractor uses dewatering methods which produce effluent discharges, the Contractor must monitor each discharge effluent and



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receiving water body. Discharges must not cause substantial visible contrast to the natural condition in any receiving water body. A meter which records turbidity in standard units (i.e. NTUs) must be utilized to establish ambient conditions in each water prior to discharge. If any monitored turbidity level exceeds the ambient level of the receiving water body, the Contractor must insure (e.g., by reducing the flow rate or otherwise adjusting the dewatering system) that no substantial visible contrast to the natural condition in the receiving water body occurs. The action(s) taken, or the decision not to take any action, must be recorded in the monitors log.

The Contractor must not receive any payment for the preparation of the Erosion and Sedimentation Control Plan. Installation of the Erosion and Sedimentation features and maintenance of them will result in payment for their respective items as described in Section 7.502 through 7.517. The work must take place at BMP sites only and is not payment for street work or the installation of sewers; with the exception of the Erosion and Sediment Control Licensed Professional (Section 7.404-B). The Erosion and Sediment Control Licensed Professional must oversee construction and the installation of the sewers for the entire project.

The work must include items of work specified under the following sections:

<u>Section Number</u>	<u>Title</u>
7.502	Construction Limit Fence
7.504	Reinforced Silt Fence
7.505	Sand Bags
7.506-A	Sediment Trap with Filter
7.509-A	Stabilized Construction Entrance
7.510	Portable Sediment Tank
7.512	Dirtbag
7.517	Slope Stabilization Mat

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7.502 CONSTRUCTION LIMIT FENCE

A. Description of Work

The Contractor must furnish all materials, labor, and equipment necessary to install the construction limit fence specified herein and as shown on the Contract Drawings, including all incidental and appurtenant work required for a complete job. The construction limit fence is used to mark the limit of the construction activity and to protect the adjacent areas.

Upon furnishing and installing the above sedimentation and erosion control device but prior to commencing any other work on-site, the Contractor must notify the Engineer and arrange for an on-site inspection.

The construction limit fence must be maintained in good condition and repaired as necessary by the Contractor during the construction and post-construction/site stabilization phases as directed by the Engineer.

B. Materials and Methods

Construction Limit Fence: The construction limit fence must be a welded wire fence with a minimum height of four (4) feet. The fence must be constructed of wire fabric fastened to vertical line posts.

Wire fabric must be of No. 6 gauge wire with a mesh of approximately 2 inches. The upper edge of the fabric must be twisted and barbed. The fabric must be securely fastened to vertical line posts by means of ties and spaced not more than 12 inches apart on rails and not more than 14 inches apart on line posts.

The construction limit fence must be located where indicated on the Contract Drawings. The fence must be adjusted to avoid interference with trees and to maintain access to houses.

Line posts must be spaced not more than 6 feet on centers. Posts must be securely set in the ground. Line posts must extend at least 2 feet below finished grade. Post locations must be adjusted to avoid tree roots as appropriate.

C. Maintenance

The construction limit fences must be inspected periodically (at least once per week), or as directed by the Engineer. Any required repairs must be made immediately.

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D. Measurement and Payment

The quantity to be measured for payment under this Section must be the total number of linear feet of construction limit fence furnished, installed and maintained in accordance with the Plans and Specifications and the directions of the Engineer.

The contract price per linear foot for Construction Limit Fence must be as indicated on the BID SCHEDULE OF PRICES, Item No. BMP-7.502. The unit price per linear foot must include all labor, materials, equipment and work incidental expenses necessary or required to complete the work in accordance with the plans and specifications and to the satisfaction of the Engineer.

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7.504 REINFORCED SILT FENCE

A. Description of Work

The Contractor must furnish all materials, labor, and equipment necessary to construct reinforced silt fence specified herein and as shown on the Contract Drawings, including all incidental and appurtenant work required for a complete job.

Upon furnishing and installing the approved reinforced silt fence but prior to commencing any other work on-site, the Contractor must notify the Engineer and arrange for an on-site inspection.

The reinforced silt fence must be maintained in good condition and repaired as necessary by the Contractor during the construction and post-construction/site stabilization phases as directed by the Engineer.

B. Materials and Methods

1. Construction (Limiting) Fence: The construction (limiting) fence must be a welded wire fence with a minimum height of four (4) feet. The fence must be constructed of wire fabric fastened to the middle rails and to vertical line posts.

Wire fabric must be of No. 6 gauge wire with a mesh of approximately 2 inches. The upper edge of the fabric must be twisted and barbed. The fabric must be securely fastened to vertical line posts by means of ties and spaced not more than 12 inches apart on rails and not more than 14 inches apart on line posts.

The silt fence must be located where indicated on the Contract Drawings. The fence must be adjusted to avoid interference with trees and to maintain access to houses.

Line posts must be spaced not more than 6 feet on centers. Posts must be securely set in the ground. Line posts must extend at least 2 feet below finished grade. Post locations must be adjusted to avoid tree roots as appropriate.

2. Filter Fabric: Filter fabric must be securely attached to the vertical line posts and wire fabric, and must be situated between the wire fabric and staked straw bales.

The filter fabric must be purchased and delivered in a continuous roll and cut on-site to the length of the barrier(s) to avoid the use of

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joints. Dimensions of the roll must be thirty-six (36) inches by one hundred (100) feet in length. When joints are necessary, filter cloth must be spliced together only at a line post, with a minimum 6-inch overlap, and securely sealed. The filter fabric must meet the requirements of the NYSDOT standard specifications for geotextile, latest edition, and must be fabric MUTUAL MISF 1776 as manufactured by Mutual Industries Inc.; Fabric # GTF190SF as manufactured by Thrace Linq, Fabric #Geotex2130 as manufactured by Propex, or approved equal.

A trench must be excavated approximately 4 inches wide and 4 inches deep along the line of posts and upslope from the barrier. The filter fabric must be extending into the trench, the trench backfilled, and the soil compacted over the filter fabric.

Siltation fences must be removed when they have served their useful purpose, but not before the upslope area has been permanently stabilized.

3. Straw Bales: All straw bales must be of straw, and must be standard sized bales. Bales must be placed in a single row, with ends of adjacent bales tightly abutting one another. Bales must be placed upslope of the filter fabric, and must at all times run parallel to the construction (limiting) fence and abut the filter fabric.

All bales must be fiber-bound. No string bound straw bales are accepted. Straw bales must be installed so that bindings are oriented around the sides rather than along the tops and bottoms of the bales in order to prevent deterioration of the bindings.

The straw bale barrier must be entrenched and backfilled. A trench must be excavated the width of a bale and the length of the proposed barrier to a depth of 4 inches. After the bales are staked and chinked, the excavated soil must be backfilled against the barrier. Backfill soil must conform to the ground to the ground level on the downhill side and must be built up to 4 inches against the uphill side of the straw bale barrier.

Each bale must be securely anchored by at least two stakes or steel reinforcing bars driven through the bale. The first stake in each bale must be driven toward the previously laid bale to force the bales together. Stakes or reinforcing bars must be driven deep enough into the ground to securely anchor the bales.

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The gaps between bales must be chinked (filled by wedging) with straw to prevent water from escaping between the bales. The Contract must scatter loose straw over the area immediately uphill from the straw bale barrier to increase barrier efficiency.

Straw bale barriers must be removed when they have served their usefulness, but not before the upslope areas have been permanently stabilized.

C. Maintenance

The reinforced silt fences must be inspected periodically (at least once per week), or as directed by the Engineer. Any required repairs must be made immediately.

Filter fabric must be inspected at least once per week and immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs must be made immediately. Should the fabric decompose or become ineffective prior to the end of the expected usable life while the barrier is still necessary, the fabric must be replaced promptly.

Straw bales must be inspected at least once per week and immediately after each rainfall and at least daily during prolonged rainfall. Close attention must be paid to the repair of damaged bales, end runs and undercutting beneath bales. Necessary repairs to barriers or replacement of bales must be accomplished promptly. Sediment deposits should be removed after each rainfall. They must be removed when the level of deposition reaches approximately one-half foot deep in front of the straw bale. Any sediment deposits remaining in place after the straw bale barrier is no longer required must be dressed to conform to the existing grade.

D. Measurement and Payment

The quantity to be measured for payment under this section must be the total number of linear feet of Reinforced Silt Fence, installed and maintained in accordance with the plans, specifications and directions of the Engineer. The construction (limiting) fence, filter fabric and staked straw bales which together make up the reinforced silt fence must be measured as one erosion and sediment control feature.

The contract price per linear foot for Reinforced Silt Fence must be as indicated on the BID SCHEDULE OF PRICES, Item No. BMP-7.504. The bid price must constitute full compensation for all labor, materials and equipment and incidental expenses necessary to complete the work in

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accordance with the plans and specifications and to the satisfaction of the Engineer.

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7.505 SAND BAGS

A. Description of Work

The Contractor must furnish all materials, labor, and equipment necessary to construct the sand bag wall specified herein and as shown on the Contract Drawings, including all incidental and appurtenant work required for a complete job.

The installation of the sand bag wall must be maintained in good condition and repaired as necessary by the Contractor during the construction and post-construction/site stabilization phases as directed by Engineer.

B. Materials and Methods

1. The bags must be of coarse heavy woven synthetic non-biodegradable and non-photo degradable.
2. Sand must meet ASTM C33 concrete and specifications.
3. Sand bags must be installed at the locations shown on the Contract Drawings and as directed by the Engineer.
4. Each bag must be filled with 40 lbs of dry clean sand.

C. Measurement and Payment

The quantity to be measured for payment under this Section must be the total number of sand bags furnished and installed in accordance with the Contract Drawings, specifications and directed by the Engineer.

The contract price per sand bag must be as indicated on the BID SCHEDULE OF PRICES, Item No. BMP-7.505. The bid price must include the full compensation for all labor, materials, equipment and incidental expenses necessary to complete and maintain the work in accordance with the plans and specifications to the satisfaction of the Engineer.

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7.506-A SEDIMENT TRAP WITH FILTER

A. Description of Work

The Contractor must furnish all materials, labor, and equipment necessary to construct the Sediment Trap specified herein and as shown on the Contract Drawings, including all incidental and appurtenant work required for a complete job. A Sediment Trap is typically intended to serve a drainage area of three acres or less. Therefore, it is not as large as a sediment basin.

Upon furnishing and installing the approved sediment trap but prior to commencing dewatering operations, the Contractor must notify the Engineer and arrange for an on-site inspection.

The sediment trap must be maintained in good condition and repaired as necessary by the Contractor during the construction and post-construction/site stabilization phases as directed by the Engineer.

B. Materials

1. Rip-Rap: The rip-rap must have a d50 of 6".
2. Staked Hay Bales. All Hay Bales must be of straw and must be standard sized bales as shown in the Contract Drawings. All bales must be fiber-bound. No string-bound hay bales are acceptable.
3. Perforated Corrugated Pipe. A six inch diameter pipe must be used as shown on the Contract Drawing.
4. Sand bags. The bags must be of coarse heavy woven fabric (burlap). The sand must meet ASTM C33 concrete specifications.
5. Filter Cloth. The filter cloth used for wrapping the corrugated pipe, must be Enkadrain 9120 or equivalent with the following specifications:

<u>Property</u>	<u>Test Method</u>	<u>Unit</u>	
Material	Non-woven	geotextile fabric	
Unit Weight	ASTM D1777	oz./sq. yd	4.3 (min)
Flow Rate	Falling Head Test	gpm/sq.ft	120 (min)
Puncture	ASTM D751	lbs.	60 (min)
Thickness		in.	0.8 (min)



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6. Reinforced Silt Fence as described in Specification Section 7.504.

C. Construction Method

1. The area under excavation must be cleared, grubbed and stripped of any vegetation and root mat. The pool area must be cleared.
2. Place the filter cloth in the bottom of the pool.
3. Place the rip- rap over the cloth as shown on the Contract Drawings.
4. Place the hay bales and sand bags in a single row, with ends of adjacent bales and bags tightly abutting one another. Refer to the Contract Drawings.
5. Wrap the perforated, corrugated pipe with the filter cloth and place it where is shown on the Contract Drawings.
6. The structure must be inspected after each rain and repaired as needed.

D. Measurement and Payment

The quantity to be paid for under this item must be the number of sediment traps with filters placed in accordance with the plans and specifications to the satisfaction of the Engineer, measured in number of above items at the site of the work. The sand bags, reinforced silt fence hay bales, filter cloth, pipe and rip-rap and sediment filter which together make up the Sediment Trap must be measured as one erosion and sediment control feature.

The contract price per unit for sediment traps with filters must be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.506-A. The bid price must be a unit price per sediment trap and must include the cost of all labor, materials and equipment necessary to furnish, place and incorporate and all other work incidental thereto, in accordance with the plans and specifications to the satisfaction of the Engineer.

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7.509-A STABILIZED CONSTRUCTION ENTRANCE

A. Description of Work

The Contractor must furnish all materials, labor, and equipment necessary to construct the stabilized construction entrance specified herein and within the limits as shown on the Contract Drawings, including all incidental and appurtenant work required for a complete job.

Upon furnishing and installing the stabilized construction entrance but prior to commencing any other work on-site, the Contractor must notify the Engineer and arrange for an on-site inspection.

The entrance must be maintained in good condition and repaired as necessary by the Contractor during the construction phases as directed by the Engineer.

B. Materials and Methods

1. The entrance areas must be cleared and stripped of all vegetation, roots and other objectionable material prior to installation of the access way as specified.
2. Provide surface drainage and divert excess runoff to stabilized areas as required and as directed by the Engineer.
3. Rock - use NYSDOT Size No. 3 coarse aggregate.
4. Thickness - not less than six (6) inches for rock.
5. Width must be twelve (12) foot minimum.
6. Filter cloth must be placed over the entire area prior to placing of stone. Filter cloth must be as specified below.

Filter cloth underliner must be suitable for heavy duty construction traffic and have the following minimum properties:

Grab tensile strength	220 lbs.
Elongation at failure	220%
Mullen Burst Strength	430%
Puncture Strength	125 lbs.
Equivalent opening size	40-80 mm

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Filter cloth must be TenCate Mirafi 600X, Beltech 315, TerraTexHD, or approved equal

7. Surface water - All surface water flowing or diverted toward construction entrances must be piped across the entrance. If piping is impractical, a mountable berm with 5:1 slopes will be permitted.
8. Maintenance - the entrance must be maintained in a condition which will prevent tracking or flowing of sediment onto public rights-of-way. All sediment spilled, dropped, washed or tracked onto public rights-of-way must be removed immediately.
9. When truck washing is required, it must be done on an area stabilized with stone and which drains into an approved sediment trapping device.
10. Periodic inspection and needed maintenance must be provided after each rain.
11. After completion of the project, the stabilized construction entrance must be removed and regraded to its original condition. Prior to grading and planting, the area must be tilled to lessen the compaction of the soils.

C. Maintenance

1. Maintenance of the stabilized construction entrance will include periodic inspection of the surface condition. Top dress with new gravel as needed. Any areas producing sediment should be treated immediately.
2. After completion of the project, the stabilized construction entrance must be removed and the areas regraded to their original elevations. Prior to seeding and planting, the areas must be tilled to lessen the compaction of the soils.
3. For those stabilized construction entrances that are in the beds of accessways, the rock can stay in place for use in accessways. (See specification for accessways.)

D. No Separate Payment

No separate payment will be made for the work of furnishing the material, labor and equipment necessary to construct the stabilized construction entrance in accordance with the plans and specifications and the direction of the Engineer. Separate payment will however be made for all trees

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removed during the construction of the stabilized construction entrance. Payment for tree removal must be in accordance with the Detailed Specifications for Tree Removal and Disposal.

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7.510 PORTABLE SEDIMENT TANK

A. Description of Work

The Contractor must furnish all materials, labor and equipment necessary to install the portable sediment tank specified herein and as shown on the Contract Drawings. A sediment tank is a compartmented tank container through which sediment laden water is pumped to trap and retain the sediment.

The purpose of the portable sediment tank is to trap and retain sediment prior to discharging the water to wetlands, adjoining properties and rights-of-way below the sediment tank site. The sediment tank must be located for ease of cleanout and disposal of the trapped sediment and to minimize the interference with construction activities and pedestrian traffic. The temporary relocation of the tank(s) during clean-out must be included in the cost of this item. Relocating the tank(s) from one work area to another before, during and after construction must be included in the cost of this item.

B. Design Criteria

The following formula should be used in determining the storage volume of the sediment tank:  $\text{pump discharge (gpm)} \times 16 = \text{cubic foot storage}$ .

Certified pump curves are to be provided to ensure that the pump provided can meet the hydraulic requirements.

C. Tank Specifications

The portable sediment tank must be an above ground horizontal single-wall UL-142 manufactured by Highland Tank or weir box manufactured by Rain for Rent; WTS2000 Portable Water Treatment System manufactured by Aqualete Industries; or equivalent as approved by the Engineer.

The Contractor must submit proposed sediment tanks for approval.

D. Maintenance

Portable sediment tanks must be installed and maintained in accordance with Section 5.44 of the New York Standards and Specifications for Erosion and Sediment Controls to the satisfaction of the Engineer.

The Contractor must be responsible for cleaning out the sediment tank when the tank is one-third (1/3) filled with silt. All sediment collected in the tank

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must be disposed of in an approved location in which further sediment transport will not occur or as approved by the Inspector.

E. Measurement and Payment

The quantity to be paid for under this item must be the number of portable sediment tanks placed in accordance with the plans and specifications to the satisfaction of the Engineer, measured in number of above items at the site of the work.

The Contract price per unit for portable sediment tanks must be as indicated on the BID SCHEDULE OF PRICES, Item No. BMP-7.510. The bid price must be a unit price per portable sediment tank and must include the cost of all labor, materials and equipment necessary to furnish, place and incorporate and all other work incidental thereto, in accordance with the plans and specifications to the satisfaction of the Engineer.

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7.512 DIRTBAG

A. Description of Work

The Contractor must furnish all materials, labor and equipment necessary to install the Dirtbags specified herein and as shown on the Contract Drawings.

Dirtbag is a fabric bag through which sediment laden water is pumped to trap and retain sediment. The Dirtbag is available from Erosion Control Technologies, Inc.; ACF Environmental; Dandy Products Inc. (dewatering bag); GEI Works or approved equal. The purpose of the Dirtbag is to prevent the silting of wetlands by trapping and retaining sediment prior to pumping the water to drainage ways, surrounding properties, and storm sewers.

B. Location

The Dirtbag must be added to the portable sediment tank at the tanks discharge point. The Dirtbag can either be placed within the sediment trap or sediment basin near the inlet so that effluent from the bag flows into the trap or basin. This will serve to reduce the amount of sediment that enters the trap/basin, and provide for effective collection and disposal of sediment.

C. Specifications

<u>Properties</u>	<u>Test Method</u>	<u>Units</u>	<u>Woven 2016</u>	<u>Nonwoven</u>		
				<u>4551</u>	<u>4553</u>	<u>4555</u>
Weight	ASTM D-3776	oz./yd	8	6	8	10
Grab Tensile	ASTM D-4632	lbs.	300	150	200	270
Puncture	ASTM D-4833	lbs.	120	90	130	150
FlowRate	ASTM D-4491	Gal/Min/ft <sup>2</sup>	40	130	80	70
Permittivity	ASTM D-4491	sec <sup>-1</sup>	0.55	1.9	1.5	1.3
UV Resistance	ASTM D-4355	%	80	70	70	80

D. Methods/Maintenance/Disposal

The flow pumped to the dirtbag should not exceed a rate of 750 gallons per minute, or as directed by the engineer.

Dirtbags must be replaced when they observed to be half full or as directed by the engineer.

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The Contractor must be responsible for the disposal of the Dirtbag off-site.

E. Measurement and Payment

The quantity to be paid for under this time must be the number of Dirtbags placed in accordance with the Plans and Specifications to the satisfaction of the Engineer, measured in number of above items at the site of the work.

The Contract price per each Dirtbag must be as indicated on the BID SCHEDULE OF PRICES, Item No. BMP-7.512. The bid price must be a unit price per Dirtbag and must include the cost of all labor, materials and equipment necessary to furnish, place and incorporate and all other work incidental thereto, in accordance with the Plans and Specifications to the satisfaction of the Engineer.

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7.517 SLOPE STABILIZATION MAT

A. Description of Work

The Contractor must provide all material, labor, and equipment necessary to furnish and install slope stabilization matting as specified and shown on the Contract Drawing.

B. Material

1. The slope stabilization mat must be manufactured by Presto Geoweb or approved equal and must meet the following requirements:

Property	Description	Test Method
Material composition	Polyethylene (density=58.4-60.2 lb/ft <sup>3</sup> or 0.935-0.965 g/cm <sup>3</sup> )	ASTM D 1505
Stabilizer	Hindered amine light stabilizer (HALS) 1.0% by weight of carrier	N/A
Minimum ESCR	5000 hr	ASTM D 1693
Sheet Thickness	50 mil -5% +10% (1.27 mm -5% +10%)	ASTM D 5199
Texture and Perforation	Peak friction angle between the surface of the textured/perforated plastic and #40 silica sand at 100% density ≥ 85% of the peak friction angle of the silica sand in isolation when tested by direct shear method	ASTM D 5321

2. The slope stabilization mat must be textured with diamond-shaped indentations that have a surface density of 140-200 per in<sup>2</sup> (22-31 per cm<sup>2</sup>).
3. The slope stabilization mat must also be perforated with horizontal rows of 0.4 in (10 mm) diameter holes.
4. The polyethylene cells must have a 6-inch depth (150 mm) and a 480 lbf (2130 N) minimum certified cell seam strength.
5. A long term seam peel-strength test must be performed on the slope stabilization mat. A 4.0-inch (100 mm) wide seam sample must support a 160 lb (72.5 kg) load for a minimum period of 168 hours in a temperature controlled environment. The sample must undergo a temperature change on a 1-hour cycle from ambient room temperature to 130°F (54°C).

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6. The slope stabilization mat supplier must provide data showing the high-density polyethylene resin used to produce the mat can survive a loading of at least 209 lbf (95 kg) for a minimum of 10,000 hours. This data must be based on a sufficient number of samples and varying loads.

C. Installation

1. The slope stabilization mat sections must be anchored to resist sliding. Anchors must consist of #4 rebar driven into the matting.
2. When stabilizing the sides of an earth berm, the mat must extend to the permanent pool water surface elevation. After installing the slope stabilization mat, the mat indentations must be filled with compacted soil, covered in a 3-inch layer of topsoil, and vegetated per the Contract Drawing. Erosion control mats (see Specification 7.705) must be used to prevent erosion undermining of the berm prior to establishing vegetation.
3. For stabilization and load support on a maintenance access road, the subgrade soil must be compacted to a minimum 98 percent standard proctor. After laying the geotextile fabric, provide a two-inch sand bed (see Specification 7.418). Install the slope stabilization mat on top of the sand and place the infill gravel (see Specification 7.305) to two inches above the cell walls. Compact the gravel to 95 percent standard proctor and install the gravel top base.

D. Measurement and Payment

The quantity to be paid for under this item must be the square yards of slope stabilization matting installed in accordance with the Plans and Specifications to the satisfaction of the Engineer.

The contract unit price per square yard of slope stabilization mat installed must be as indicated on the BID SCHEDULE OF PRICES Item No. 7.517. The unit bid price per square yard of slope stabilization mat installed must constitute full compensation for all labor, material, and equipment and incidental expenses necessary to complete the work as shown on the contract drawings and in accordance with the specifications to the satisfaction of the Engineer. When the matting is installed under and adjacent to a maintenance access road, the installation and materials required for the maintenance access road must be paid under that item number.

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PERIMETER SITE SECURITY/ACCESS CONTROL MEASURES

7.600 WORK INCLUDED

Under Perimeter Site Security and Access Control Measures, the Contractor must provide all labor, material, tools and equipment necessary to complete the execution of the work in complete accordance with the Specifications and all Contract Drawings. The work must include items of work specified under the following sections.

<u>Section Number</u>	<u>Title</u>
7.601	Galvanized Steel “W” Beam Guide Rail
7.602-B	Relocation of Site-Salvaged Boulders
7.603	Fixed and Removable Steel Pipe Bollards
7.604	Black Chain Link Fence
7.605	Sign Installation on Steel Rail Posts
7.606	Permanent Access Way
7.606-D	Permeable Concrete Pavers with Concrete Edge Restraints
7.612-A	Galvanized Steel Graphic
7.622	Forebay Micropool Sediment Clean-out Indicator
7.626	Steel Rod Bench on Concrete Pad
7.627	Viewing Area Interpretive Sign

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7.601

GALVANIZED STEEL "W" BEAM GUIDE RAIL

A. Description of Work

Under this item, the Contractor must furnish and install galvanized steel W beam guide rail in accordance with the plans, specifications and directions of the Engineer. For galvanized steel W beam guide rail details refer to the New York State Department of Transportation (NYSDOT) standard sheet 606-07.

The Contractor must verify in the field the locations and quantities of new galvanized W beam guide rail to be installed as well as any other pertinent information regarding existing underground utilities, and must mark in the field all existing subsurface utilities within the area of installation.

B. Materials

a. Guide Rail: Guide rail must be "W" beam type, meeting NYSDOT specifications 710-14 and 710-20.

b. Detail: Materials must conform to NYSDOT sheet 606-07.

C. Shop Drawings

The Contractor must prepare and submit shop drawings to the Engineer for approval. No installation work must begin until said approval has been obtained. Drawings must show the spacing of posts, all necessary marking and dimensioning, and the details of fabrication and geometry of the special rail elements.

The Contractor must be responsible for the proper fit of all components and completed installations.

D. Site Preparation

The area must be cleaned and grubbed of all weeds and plant material under 6" in caliper only as necessary to install the new work by the Contractor. Wherever possible, trees are to remain. If the Engineer determines that plant material over 6" in caliper must be removed, the Contractor will perform this work under a separate item. If mounds of trash or dumped debris are present, the Contractor will be required to remove whatever is necessary for implementation of the new work. Precautions must be taken by the Contractor to insure that all existing utilities and structures are

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safeguarded against injury. Any damage incurred must be made good by the Contractor at no cost to the City.

E. Erection

Posts must be set as shown on the plans or as directed by the Engineer, true to line and grade. The sections must be erected in such a manner as to produce a smooth, continuous rail with the top about 29 inches above finished grade. Lap splices must be lapped in the direction of traffic. Bolts must be drawn tight and must extend 3 to 2 inch beyond the nuts unless otherwise permitted.

Vertical Obstructions: The guide rail must be interrupted for all vertical obstructions, including trees, clumps of trees, utility poles, fire hydrants and any other elements as determined by the Engineer. The Contractor must allow a 1'-0" space on either side of the vertical element from the end of the appropriate terminal section.

The beams must be spliced at or near each post by lapping or by butt joints with suitable splice plates allowing one-eighth (1/8) inch for change in temperature. Supporting posts must be spaced not greater than twelve feet-six inches (12'-6") center to center. The splice plates must make contact with the beams throughout the spliced area. Bolt holes in the beam at the post bolt and elsewhere as necessary must be enlarged or slotted to permit expansion and contraction and to facilitate erection.

Posts must be driven vertically plumb to the required depth in such manner and by such means as to insure no damage to the galvanized surface.

Water jetting in driving posts will not be permitted. The driving must be accomplished with approved equipment and methods that will leave the posts in their final position, free of any distortion, burring or other damage. When posts are driven through asphalt concrete or a bituminous treated material, the Contractor must take care to prevent damage to the paved or treated areas. Any voids caused by driving the posts must be filled and compacted with bituminous material as approved by the Engineer.

F. Terminal Sections

Each end of every beam rail installation must be fitted with an end section in the manner indicated on the plans. Each end section must be made of the same material as that used in the construction of the beam rail. Where terminal section is not specified in plans, a single buffer end section must be used.

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G. Concrete Anchor/Anchorage Unit

Concrete anchor/anchorage unit must be installed only as required by NYSDOT as shown on the Contract Drawings.

H. Restoration

Upon completion of the installation of the guide rail system components, the Contractor must restore the area to the original state in which he/she found it. This may require the Contractor to repave, reseed and mulch all areas disturbed by the guide railing installation, including the areas adjacent to the anchor unit installation.

I. Measurement and Payment

The quantity to be measured for payment under this section must be the total linear feet measured along the axis of the railing, from end of cover to end of cover, furnished and installed in accordance with the plants, specifications and directed by the Engineer.

Terminal sections of various kinds, as required by the plans and approved by New York City Department of Transportation, must be included in the linear foot price.

The contract price per linear foot for Galvanized Steel W Beam Guide Rail must be as indicated on the BID SCHEDULE OF PRICES, Item and BMP-7.601-G. The bid price must constitute full compensation for all labor, materials, equipment and incidental expenses necessary the work including site restoration, minor pavement restoration, hardware splice plates and other incidental work necessary or required to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer, except concrete anchor. If required, the costs for all labor, materials and equipment required for the anchor must be deemed included in the price bid under DETAILED SPECIFICATIONS FOR CONCRETE. (Anchorage unit, steel rail and posts are considered part of the linear foot price for this item).

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7.602-B RELOCATION OF SITE-SALVAGED BOULDERS

A. Description of Work

Under this item, the Contractor must furnish all material, labor and equipment necessary to relocate, stockpile and reinstall site-salvaged boulders in accordance with the Contract Drawings and specifications as directed by the Engineer.

B. Materials and Construction Methods

1. Site-salvaged boulders are stones with a diameter between 24” to 42” or as shown in the Contract Drawings. Boulders must be carefully relocated from their existing locations and stockpiled in a location approved by the Engineer, until such time as they are placed per the Contract Drawings and the direction of the Engineer.
2. As shown in the Contract Drawings, the Contractor must excavate a depression prior to setting each boulder in place, in order to achieve a more natural appearance. Boulders must be placed in a setting bed of compacted crushed stone or sand. Crushed Stone must meet specification 7.305 Crushed Stone or finer crushed stone material. Sand must meet specification 7.418 Clean Sand For Restored Area.
3. Locations for boulders must be approximately as shown in the Contract Drawings, with specific placement to be directed in the field by the Landscape Architect, under the direction of the Engineer. Boulders must be set in locations where they will achieve the intended design function and must be placed so as to appear naturally set.
4. The Contractor must carefully protect all trees, shrubs and other growth to remain and must be liable for all damages to property caused by boulder placement operations. All trees, plants and other property damaged by boulder placement operations must be replaced or restored to their original condition to the satisfaction of the Engineer at no additional cost to the City.

C. Measurement and Payment

The contract price per site-salvaged boulder relocated from within the project limits, stockpiled and reinstalled must be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.602B. The bid price must be a unit price per boulder and must include the cost of all labor, materials and equipment necessary to furnish and deliver boulders, in accordance with the plans and specifications to the satisfaction of the Engineer.

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7.603 FIXED AND REMOVABLE STEEL PIPE BOLLARDS

A. Description of Work

Under this item, the Contractor must furnish, erect and powder coat steel pipe bollard, fixed or removable in accordance with the plans, specifications and directions of the Engineer.

B. Materials

Steel pipe bollard must be as manufactured by All City Play Equipment, Brooklyn, New York; Boundary Fence, Jamaica, New York; TrafficGuard Direct, Geneva, Illinois or approved equal.

All fittings and hardware must be of the materials listed in the following schedule:

<u>Post Caps:</u>	Malleable iron - 3/16" thick
<u>Drive Pins and Set Screws:</u>	Stainless steel
<u>Flange:</u>	Pressed steel
<u>"U" Bolts:</u>	Pressed steel, extra heavy

Malleable iron castings must be hot dipped galvanized in accordance with ASTM A153 and powder coated per this Specification.

Pressed steel fittings and appurtenances must be powder coated and hot dipped galvanized in accordance with ASTM A123.

Posts: Posts must be extra heavy galvanized steel pipe, 3.5" O.D. and must conform to ASTM A120, Schedule 80 except that pipe must be unthreaded and untested for water pressure.

Sleeves: Sleeves must be standard weight galvanized steel pipe, 4" I.D. and must conform to ASTM A120, Schedule 40 except pipe must be unthreaded and untested for water pressure.

Padlocks: Four (4) padlocks must be furnished for each removable bollard. The padlocks must be American No. 5571 as manufactured by American Lock Company of Crete, Illinois; Yale Global-USA of Lenoir City, TN; The Wilson Bohannon Lock Company of Marion, OH; or approved equal. All padlocks must be keyed alike with two (2) inch width by three-quarter (3/4) inch thick brass body, maximum security, five (5) pin tumblers with hardened alloy steel chrome plated shackle no less than three-eighths (3/8) inch diameter and two (2) inch clearance (elongated shackle). The locks

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must be keyed for NYC Fire Department No. 1620 keys. The Contractor must furnish two (2) keys for each padlock.

C. Erection

The posts for fixed bollards must be set in concrete footings as shown on the plans or as directed by the Engineer. Once erected, steel pipe of the fixed bollard must be filled with average concrete. The sleeves for removable bollards must be set in concrete footings as shown on the plans or as directed by the Engineer.

All posts and sleeves must be set plumb and true to line and grade. Any post and sleeve not set true to line and grade must be removed and replaced at the Contractor's expense. Bending posts to make them plumb will not be permitted.

D. Powder Coating

The galvanized steel pipe and fittings must be powder coated with TGIC-Polyester.

Galvanizing must provide an acceptable substrate for applied powder coatings. No lacquer, urethane or other coatings which would prevent proper adhesion of powder coating must be applied to the pipe and fittings.

The powder coating must be applied to the galvanized pipe and fittings in such a manner that the coating will not peel off. Insure surfaces to be coated are clean and dry and free of grease, dust, rust, etc. All coated parts must first receive phosphating and chromating treatments to improve the adhesion of the surface coating. Color to be black unless otherwise indicated on the plans.

The TGIC-Polyester must be applied at a film thickness of 3 to 4 mils by electrostatic spray process and bake finished per manufacturer's directions. The TGIC-Polyester must be applied without voids, tears or cuts that reveal the substrate and must thoroughly adhere to the metal without peeling when scratched with a pick device or knife blade point.

Laboratory Tests for TGIC-Polyester Powder Coat: At the discretion of the Engineer, a sample TGIC-Polyester powder coated bollard must be laboratory tested for bonding of the powder coating to the metal. Test must be the Cross Hatch test per ASTM D3359, Method B. Failure to satisfactorily pass this test must be a basis for rejection.

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Touch-up and Repair: For minor damage caused by installation or transportation, clean damaged area, then:

1. On damaged galvanized surfaces, apply organic zinc repair paint complying with ASTM A780, then repair powder coating per number 2 below. Galvanizing repair paint must have 65 percent zinc by weight. Thickness of repair paint must be not less than that required by ASTM A123.
2. On damaged powder coated surfaces, touch-up finish in conformance with manufacturer's recommendations. Provide touch-up such that repair is not visible from a distance of six (6) feet.

E. Submissions

Shop Drawings: Before the work is started, the Contractor must submit shop drawings for approval by the Engineer.

F. Measurement and Payment

The quantity of Steel Pipe Bollard - Fixed and Steel Pipe Bollard - Removable to be paid for under these items must be the total number furnished and installed in accordance with the plans, specifications and directions of the Engineer.

The contract price for removable steel pipe bollard must be as indicated on the BID SCHEDULE OF PRICES, Item No. BMP-7.603B, respectively. The bid price must include the cost for all labor, material, equipment, insurance and incidental expenses necessary to complete the work, including excavation, average concrete and powder coating, all in accordance with the plans and specifications to the satisfaction of the Engineer.

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7.604 BLACK CHAIN LINK FENCE

A. Description of Work

Under this item, the Contractor must excavate and install concrete footings and furnish, paint and erect chain link fences and gates, in accordance with the Plans and Specifications and directions of the Engineer. For Black Chain Link Fence details, refer to Contract Drawings.

The black chain link fence must be 4 ft high as specified in the Contract Drawings.

B. Materials and Construction Methods

1. Excavation Procedures: Excavation for the concrete footings for the chain link fence posts must be defined as the removal of earth necessary to install the concrete footings for the chain link fence in accordance with the Plans and Specifications and as directed by the Engineer.

The Contractor must place, compact and/or dispose of any excavated material as directed by the Engineer, this includes any materials deemed suitable for re-use on site.

- a. Surplus: All surplus materials not suitable for backfill must be removed from the site and properly disposed of by the Contractor at no additional cost to the City.
  - b. Maintenance and Draining: The Contractor must keep all excavations for concrete footings in a dry condition and must furnish all equipment and labor required to keep the excavations free from water, ice, or snow during construction.
  - c. Backfill: Following inspection and approval of concrete footings for the chain link fence posts, the excavated voids around these masonry footings must be backfilled with clean, excavated material tamped and rammed into place in layers not over six (6") inches in depth.
2. Concrete Footings:

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- a. Concrete: Concrete footings must be furnished and placed as shown on the Plans or as directed by the Engineer. Concrete for the footings must conform to NYC Department of Transportation, Class B-32, Type II-A, air-entrained, moderate sulphate resistant. Each batch must contain a minimum of six (6) bags of cement per cubic yard of concrete, a maximum of 63" gallons of water per bag, and must have a maximum three (3") slump. Each batch of concrete must have a compressive strength of 3,000 psi. Large aggregate must be limited to one (1").
- b. Cement: All cement used must be Air Entraining Portland Cement, ASTM C175.
- c. Forms: The Contractor must furnish and place forms for the concrete footings as required in order to successfully install the footings and must remove them following curing as directed by the Engineer.
- d. Curing: All concrete footings must be covered and kept moist during the curing process as directed by the Engineer.

3. Fence Parts:

All fittings, hardware and equipment must be designed to carry one hundred (100) percent overload.

Malleable Iron castings must be hot-dipped galvanized in accordance with ASTM A153.

Wrought iron forgings and pressed steel fittings and appurtenances must be hot dipped galvanized in accordance with ASTM A123.

All fittings, hardware and equipment must be of materials listed in the following schedule:

<u>Fence Part</u>	<u>Material</u>
Boulevards, Split Fittings	Malleable Iron or Pressed Steel 3/16" thick and End Clamps
Post Caps and Line Tops	Malleable Iron or Pressed
Couplings	Steel 3/16" thick Galvanized Steel Pipe - 1/8" thick with 1/4" Diameter Rivet

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Bolts and Nuts	Galvanized Steel or Stainless Steel as indicated on plans
Tension Bars	1/4" x 3/4" Galv. Steel for 2" Mesh
Tension Bands	1/8" x 1" Pressed Steel

4. Posts and Rails:

Posts and Rails must be of Type I or Type II specifications, as described below:

Type I - Posts and rails must be standard weight galvanized steel pipe of the sizes shown on the plans and must conform to ASTM F1083 Schedule 40. Posts and rails must be galvanized in accordance with ASTM A123.

OR

Posts and rails must be Type II, SS-40 steel tubing as manufactured by Allied Tube and Conduit Corp. of Harvey, Illinois, or approved equal. Tubing must conform to ASTM A569, cold rolled steel pipe and coated with a minimum of 0.9 ounces of zinc per square foot, a minimum of 15 micrograms of zinc chromate per square inch and a minimum of .3 mils cross link polyurethane acrylic exterior coating. Steel pipe supplied under this option must be of the same outside diameter as Schedule 40 pipe and achieve a minimum yield strength of 50,000 psi.

5. Fabric:

Fabric must be vinyl coated galvanized steel wire. The color of the vinyl coating must be black.

Wire must be of good commercial quality made in the open hearth or electric furnace and after manufacture must have a minimum tensile strength of 78,000 psi.

Zinc for galvanized coating must conform to ASTM B6, galvanized by the hot dipped process method, AISI, Type I, before vinyl coating. Coating must be smooth.

Vinyl must be polyvinyl chloride meeting the following requirements:

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Specific Gravity must be a minimum of 1.30 tested in accordance with ASTM D792.

Hardness must have a minimum Durometer reading of A95 in accordance with ASTM D2240. Ultimate elongation must be 275% in accordance with ASTM D412.

Tensile strength must have a test minimum of 3,300 psi in accordance with ASTM D412.

Vinyl must be a dense and impervious covering free of voids, having a smooth, lustrous surface without pinholes, bubbles or voids, rough or blistered surface.

6. Thickness of Fabric:

- a. Two Inch Mesh: Uncoated wire dimension must be 0.148 inches in diameter (9 gauge). Zinc coating must be 0.40 ounces per square foot of wire surface. Vinyl coating must be not less than 0.022 inches.
- b. Ties: Tie-wire must be three-sixteenth (3/16) inch diameter wrought aluminum alloy 1100-H16 wire. Ties must be spaced fifteen (15) inches apart on rails and twelve (12) inches apart of posts. The ends of ties must be wound in a telegraph twist two and one half turns.

7. Gates

a. Fabrication and Materials

1. All gates must be of the swing type and must comply with ASTM F 900.

Gate hinges must be 180 degree heavy industrial, double clamping offset type. To hold the gate in the open or closed positions, each gate frame must be provided with a keeper which automatically engages a gate shoe set in concrete. Gates must have a drop latch with provision for a padlock.

Four (4) padlocks must be furnished for each gate. The padlocks must be American No. 5571 as manufactured by American Lock Company of Crete,

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Illinois (871-361-1040) or approved equal. All padlocks must be keyed alike with two (2) inch width by three-quarter (3/4) inch thick brass body, maximum security, five (5) pin tumblers with hardened alloy steel chrome plated shackle no less than three-eighths (3/8) inch diameter and two (2) inch clearance (elongated shackle). The locks must be keyed for NYC Fire Department No. 1620 keys. The Contractor must furnish two (2) keys for each padlock.

All gate frames must have intermediate horizontal rails. Gate frames must be of welded construction and must be galvanized after fabrication. Single gates 6 feet wide or wider and double gates 12 feet wide or wider must be provided with diagonal bracing in one direction, extending from top to bottom rail. The diagonal bracing must be at least 1/2 inch in diameter and must be provided with turnbuckles. The gate's fabric must be polyvinyl chloride coated to match fence.

b. Adjustments

1. Gates: After repeated operation of completed installation equivalent to three days' use by normal traffic, readjust gates for optimum operation and safety.
2. Lubricate operating equipment and clean exposed surfaces.

8. Field Installation:

The posts must be set in holes which must have been formed in the footings as shown on the Plans or directed by the Engineer. After the posts have been set in place and properly supported to hold them in line and grade, the resulting space must be filled with a grout consisting of one (1) part cement and two (2) parts sand.

All end and corner posts must have a 2" diameter brace rod and turn buckle.



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Chain link fabric must be attached to line and corner posts and top, intermediate and bottom rails. Posts must be set plumb and true to line and grade. Any post not set true to line and grade must be removed and replaced at the Contractor's expense. Bending posts to make them plumb will not be permitted.

The Contractor must maintain the chain link fences during the life of the contract and must repair and replace all members that are disturbed, damaged, or destroyed from any cause at no cost to the City.

Precautions must be taken by the Contractor to protect all utilities, structures, adjacent trees, shrubs and natural features against damage or injury. Any damage or injury incurred must be made good by the Contractor at no extra cost to the City.

- a. Bolt Installation: The ends of all bolts must be peened after tightening. Bolts which are installed six (6) feet or less above the grade must not protrude more than 3" beyond the nut after tightening. All rough edges resulting from the cutting of bolts to achieve this requirement must be filed smooth to the satisfaction of the Engineer.

9. Submissions:

- a. Paint Substitution: A written request for paint substitution must be submitted to the Engineer. Contractor must submit this request, along with manufacturer's data sheets for approval, a minimum of two weeks prior to the intended date of paint application. All paint substitutes must be approved in writing prior to use.

10. Certification: The Contractor must submit at his own expense a certification from the supplier for the following:

- a. All castings are made from malleable iron.
- b. All hot-dipped galvanized items have met the ASTM as indicated in these Specifications.

11. Shop Drawings: Before all work in the shop is started, the Contractor must submit shop drawings for approval by the Engineer.

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12. Shipping Lists: The shipping list for the materials furnished must be endorsed with the manufacturer's voucher certifying that the materials used comply with these specifications.
13. Clean-up and Removals: After field installation is complete, the Contractor must remove from the work areas any excess material, debris, litter, etc. used for or remaining from the chain link fence installation.

C. Measurement and Payment

The Contract price per linear foot for the Black Chain Link Fence must be as indicated on the BID SCHEDULE OF PRICES, BMP - 7.604-4 for 4 ft fence, BMP - 7.604-6 for 6 ft fence and BMP - 7.604-10 for 10 ft fence.

For Black Chain Link Fence Gates, the Contract price per each gate furnished and installed must be as indicated on the Bid Schedule of Prices, BMP-7.604-G for 4 and 6-foot Black Chain Link Fence Gate and BMP-7.604-10G for 10-foot Black Chain Link Fence Gate. The bid price must be a unit price per each gate furnished and installed and all other work incidental thereto in accordance with the plans and specifications to the satisfaction of the Engineer.

The unit price bid must include the costs for all labor, material, equipment and incidental expenses necessary or required to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

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7.605 SIGN INSTALLATION ON STEEL RAIL POSTS

A. Description of Work

Under this item, the Contractor must provide all labor, materials, equipment, testing and incidentals required to furnish and install the temporary signs on construction limit fence, new rigid aluminum permanent Bluebelt Identification signs and Adopt-A-Bluebelt signs on steel rail sign posts, and furnish and deliver replacement Bluebelt Identification signs as required in this Contract and in accordance with the plans, specifications and directions of the Engineer.

B. Materials and Construction Methods

All steel rail sign posts must be rolled from material meeting the standard specifications for Hot-Rolled Rail Steel Carbon Bars and shapes ASTM A499-64 or new billet steel ASTM A576-81. Welded or jointed sign posts will not be acceptable.

All posts must be of a uniform, modified, flanged channel section such that the area of contact between the post and the sign is symmetrical with the vertical axis of both the sign and posts. The posts must be 2-3/8" round posts.

The length of each steel sign post must be 14'.

The finished posts must be machine straightened and have a smooth, uniform finish free from cracks, flaws, injurious seams, blisters, ragged, sharp and imperfect edges or other defects affecting strength, durability, or appearance.

All steel sign posts furnished under this Contract must be packed and delivered in such a manner that no injury or defacement may occur to the finished unit.

C. Steel Rail Installation

The area for concrete footing must be excavated to the dimensions shown on the drawings. The footing must be dug with a power auger, post hole digger or as directed by the Engineer.

The steel railing sign post must be set and centered in the hole, to the elevation shown on the drawings which must have been previously excavated. After the post has been set and properly supported to hold it true

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and plumb, the hole must be filled with concrete. The concrete footing for the steel rail sign post must be constructed from 3,000 psi strength concrete.

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.

D. Signage Installation

Following installation of the steel rail sign posts, the Contractor must install the rigid aluminum BMP Identification Signs on the steel rail sign posts with two (2), d" diameter Machine Bolts with nuts and washers in accordance with the plans and specifications and as directed by the Engineer.

Two (2) sets of replacement fasteners must be supplied to the Bluebelt Field Office located at 182 Joline Avenue for each sign installed.

The Contractor must remove any excess material, debris, litter, etc., used for or remaining from the installation work area.

E. Furnish Temporary (During Construction) Flexible Aluminum Signs, 0.020" Gauge Aluminum & Install on Construction Limit Fence

1. Description of Work

Under this item, signs furnished must be new aluminum, not previously used as a sign, with white vinyl sheeting. The appropriate lettering and graphics must be silk screened onto the vinyl sheeting.

The Contractor must provide all labor, materials, equipment, testing and incidentals required to furnish new signs and install the temporary (during construction) flexible aluminum signs on the construction limit fence and/or reinforced silt fence, in accordance with the plans, specifications and directions of the Engineer. The Contractor will be responsible for maintaining the signs on the fencing for as long as the adjacent street is an active construction site. In order to do this, the Contractor will replace as necessary. For each sign installed, the Contractor will supply one replacement sign to the DEP Bluebelt office located at 182 Joline Avenue. All leftover signs after the project is over will also be delivered to 182 Joline Avenue.

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2. Materials and Methods

Signs must be made of flat, unpainted aluminum, Alloy 6063-T5, 0.020" thick. The sign dimensions must be 14" x 8-1/2". Each sign must be cut from one piece of aluminum, and must be free of wind buckle, dents, twists. The face of each sign must be substantially a plane surface. All edges and corners must be filed or ground smooth, so that the sign must be free from sharp edges and burrs. Welded or jointed signs will not be accepted. The Contractor must install signs every fifty (50) feet on reinforced silt fence and on construction limit fence.

Signage must be as manufactured by the Walter Sign Corporation, 36-35 36th Street, Long Island City, N.Y. 11106, Telephone: (718) 784-7777, or Sign Designers of New York, Inc., 33-26 Northern Boulevard, Long Island City, N.Y., Telephone: (718) 392-0779 or approved equal.

3. Cleaning Treatment:

Each sign must be prepared by the manufacturer as follows:

- a. Initial cleaning of all blanks must be by complete submersion in a three percent (3%) solution of an inhibited alkaline cleaner at 160 to 180 degrees Fahrenheit for three (3) minutes, followed by a rinse with clean, cold running water. Alternatively, a grease solvent such as Naptha or Trichlorethylene may be used, when the application is in accordance with the directions of the manufacturer of the cleaner product.
- b. Secondary cleaning must follow preliminary cleaning by immersion for one (1) minute in circulating hot water at 180 degrees Fahrenheit. Each sign must then be dried by forced warm air. Alternatively, the clean sign blank may be prepared by the process conforming to military specifications MIL-C-5541, such as Alodine or approved equal. If a chemical conversion coating is employed, the coating must be free of all powder residue.
- c. Following preliminary cleaning, the sign blanks must be handled only by mechanical means or with gloved hands.
- d. All aluminum sheets must be guaranteed to maintain flatness when exposed to 340 degrees for ten (10) minutes.

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4. Vinyl Sheeting

Vinyl sheeting must be either Type I, Class I, pressure sensitive adhesive or Type III, Class I, heat activated adhesive conforming to Military Specifications MIL-M-43719B.

Apply the vinyl sheeting to the treated sign in accordance with the manufacturer's specifications.

Durability of sheeting must provide for a minimum of 10 years of useful life in the climatic conditions existing in New York under normal, vertical, exterior street sign exposure when applied in accordance with the manufacturer's recommendations.

5. Lettering:

The signs must be inscribed by means of a silk screen process with the borders, lettering, and graphics as indicated on the Contract Drawings.

When vandal resistant inks, compatible with the vinyl sheeting, are available and are recommended by the sheeting manufacturer, these inks must be used. Vandal resistant inks must be applied in accordance with the manufacturer's specifications.

The colors must be blue and green lettering and graphics on a white baked enamel background in accordance with the Contract Drawings and to the satisfaction of the Engineer. Colors must correspond as follows: Green PMS 355 and Blue PMS 287.

Lettering must be the font styles and point sizes as represented on the Contract Drawings or approved substitute fonts and sizes.

6. Sign Layout

Layout of the sign must be in accordance with the Contract Drawings and to the satisfaction of the Engineer.

7. Finish

The finished sign must be clear coated, with a Finishing Clear, unless the manufacturer of the sheeting recommends that the sign not be coated. The Finishing Clear must be compatible with the sheeting and applied in accordance with the specifications of the

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manufacturer of the vinyl sheeting. When clear coating is optional the sign must be clear coated. When the manufacturer of the sheeting recommends a vandal resistant Finishing Clear or vandal overlay, the Finishing Clear or overlay must be used and applied in accordance with the manufacturer's specifications. Vandal resistant inks will not be required when vandal resistant Finishing Clear or overlay is used.

The finished sign must be uniform in color and tone, with sharply defined edges and borders and without blemishes on the sign background that will affect sign use.

The sign surface must be readily refurbished by cleaning and clear overcoating in accordance with the manufacturer's recommendations.

8. Provision of Sign Mock-Up

The Contractor must provide one full-size sign as a mock-up, to the Engineer for approval, prior to production of the required number of signs. The Contractor must not begin sign production until the Engineer has given approval in writing. Any corrections required to make the mock-up in conformance with these specifications and Contract Drawings must be done at the Contractor's expense.

9. Time of Performance

The temporary flexible aluminum sign will be installed on the snow fencing with hay bales before sewer construction proceeds in the adjacent street or not later than fifteen (15) days after the date of the Notice to Proceed letter sent by the Engineer whichever is first.

10. Measurement and Payment

The quantity of 0.020" Gauge Aluminum Signs to be paid for under this item must be the total number of signs fabricated and installed at the designated locations or delivered to DEP, in accordance with the plans, specifications and directions of the Engineer.

The contract price per 0.020" Temporary Sign must be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.605-B. The unit price must include the costs of all labor, materials, equipment and incidental expenses necessary or required to complete the work

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in accordance with the plans and specifications and to the satisfaction of the Engineer.

F. Furnish Permanent Bmp Id, Watershed ID, and Adopt-A-Bluebelt Rigid Aluminum Signs, Furnish Permanent Watershed Id Replacement Signs

1. Description of Work

Under this item, signs furnished must be new 0.080" gauge aluminum, not previously used as a sign, with white vinyl sheeting. The appropriate lettering and graphics must be silk screened onto the vinyl sheeting.

The Contractor must provide all labor, materials, equipment, testing and incidentals required to furnish and store new BMP Identification, Watershed Identification and Adopt-A-Bluebelt signs in accordance with the plans, specifications and directions of the Engineer. The Contractor must supply five replacement Watershed Identification signs to the DEP Bluebelt Field Office, located at 182 Joline Avenue. No Adopt-A-Bluebelt or BMP Identification replacement signs must be provided. Replacement signs must be provided to at no additional cost to the City.

2. Materials and Construction Methods

Signs must be made of flat, unpainted Aluminum, Alloy 6061-T6, 0.080" thick. The Adopt-A Bluebelt signs must be 24" x 38.4". The BMP ID and Watershed ID signs must be 12" x 15". Each sign must be cut from one piece of aluminum, and must be free of wind buckle, dents, and twists. The face of each sign must be substantially a plane surface. All edges and corners must be filed or ground smooth, so that the sign must be free from sharp edges and burrs. Welded or jointed signs will not be accepted. The sign blanks must be cut and drilled in accordance with the Contract Drawings. Holes must be drilled in the following manner: each rigid aluminum sign must receive a 5/16" diameter hole at the centerline of the sign 0.25" from the top and a 5/16" diameter hole at the centerline of the sign 0.25" from the bottom of the sign. To permit interchangeability of signs on existing and new sign posts, the distance between drilled holes must be accurately maintained.

Signage must be as manufactured by Sign Designers of New York, Inc., 33-26 Northern Boulevard, Long Island City, N.Y., Telephone: (718) 392-0779, or Walter Sign Corporation, 36-35 36th Street,



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Long Island City, N.Y. 11106, Telephone: (718) 784-7777, or approved equal.

Signs must be affixed to the sign post using two center mounted sign brackets, with a 4 ½" sign support, as per Contract Drawings. All hexbolts must be 5/16" diameter, stainless steel material.

3. Cleaning Treatment

Each sign must be prepared by the manufacturer as follows:

- a. Initially, clean all blanks by complete submersion in a three percent (3%) solution of an inhibited alkaline cleaner at 160 to 180 degrees Fahrenheit for three (3) minutes, followed by a rinse with clean, cold running water. Alternatively, a grease solvent such as Naptha or Trichlorethylene may be used, when the application is in accordance with the directions of the manufacturer of the cleaner product.
- b. Secondary cleaning must follow preliminary cleaning by immersion for one (1) minute in circulating hot water at 180 degrees Fahrenheit. Each sign must then be dried by forced warm air. Alternatively, the clean sign blank may be prepared by the process conforming to military specifications MIL-C-5541, such as Alodine or approved equal. If a chemical conversion coating is employed, the coating must be free of all powder residue.
- c. Following preliminary cleaning, the sign blanks must be handled only by mechanical means or with gloved hands.
- d. All aluminum sheets must be guaranteed to maintain flatness when exposed to 340 degrees for ten (10) minutes.

4. Vinyl Sheeting:

- a. Vinyl sheeting must be either Type I, Class I, pressure sensitive adhesive or Type III, Class I, heat activated adhesive conforming to military specifications MIL-M-43719B.
- b. Apply the vinyl sheeting to the treated sign in accordance with the manufacturer's specifications.

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- c. Durability of sheeting must provide for a minimum of 10 years of useful life in the climatic conditions existing in New York under normal, vertical, exterior street sign exposure when applied in accordance with the manufacturer's recommendations.

5. Lettering

- a. The signs must be inscribed by means of a silk screen process with the borders, lettering, and graphics as indicated on the Contract Drawings.
- b. When vandal resistant inks, compatible with the vinyl sheeting, are available and are recommended by the sheeting manufacturer, these inks must be used. Vandal resistant inks must be applied in accordance with the manufacturer's specifications.
- c. For all signs, the colors must be blue and green lettering and graphics on a white baked enamel background except where indicated, in accordance with the Contract Drawings and to the satisfaction of the Engineer. Colors must correspond as follows: Green PMS 355 and Blue PMS 287.
- d. Lettering must be the font styles and point sizes as represented on the Contract Drawings or approved substitute fonts and sizes.

6. Sign Layout

- a. Layout of the sign must be in accordance with the Contract Drawings and to the satisfaction of the Engineer.

7. Finish

- a. The finished sign must be clear coated, with a Finishing Clear, unless the manufacturer of the sheeting recommends that the sign not be coated. The Finishing Clear must be compatible with the sheeting and applied in accordance with the specifications of the manufacturer of the vinyl sheeting. When clear coating is optional the sign must be clear coated. When the manufacturer of the sheeting recommends a vandal resistant Finishing Clear or vandal overlay, the Finishing Clear or overlay must be used and applied in accordance with the manufacturer's specifications. Vandal

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resistant inks will not be required when vandal resistant Finishing Clear or overlay is used.

- b. The finished sign must be uniform in color and tone, with sharply defined edges and borders and without blemishes on the sign background that will affect sign use.
- c. The sign surface must be readily refurbished by cleaning and clear overcoating in accordance with the manufacturer's recommendations.

8. Provision of Sign Mock-Up:

The Contractor must provide one full-size sign as a mock-up, to the Engineer for approval, prior to production of the required number of signs. The Contractor must not begin sign production until the Engineer has given approval in writing. Any corrections required to make the mock-up in conformance with these specifications and Contract Drawings must be done at the Contractor's expense.

9. Delivery of Replacement and Left-Over Signs

After all signs required for this project are installed, the Contractor must deliver all replacement and left-over signs to the following location:

DEP Staten Island Bluebelt Field Office  
182 Joline Avenue  
Staten Island, New York 10307  
718-984-0489  
718-984-4430 (fax)

The signs must be packaged so as to prevent scratching, bending or other damage while they are being shipped and stored. DEP reserves the right to inspect and reject any damaged signs. The Contractor will supply five replacement Watershed Identification signs to the DEP Bluebelt Field Office. No BMP Identification or Adopt-A-Bluebelt replacement signs must be provided.

10. Time of Performance:

The Contractor must supply all the signs not later than fifteen (15) days after the date of the Notice to Proceed Letter sent by the Engineer.

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11. Packaging and Storage:

The signs must be packaged and stored so as to facilitate their proper handling and storage until such time the Contractor can install them on the steel rail sign posts.

12. Measurement and Payment

The quantity of 0.080" Gauge Aluminum Signs to be paid for under this item must be the total number of signs, fabricated and installed on steel rail posts or delivered in accordance with the plans, specifications and directions of the Engineer. All extra signs not installed must be delivered to the DEP Bluebelt Field office on Staten Island at no extra cost to the City.

The contract price per 0.080" Permanent Sign installed on Steel Post must be as indicated on the BID SCHEDULE OF PRICES: Item No. BMP-7.605-A and E.

The contract price per replacement 0.080" Permanent Sign furnished and delivered must be as indicated on the BID SCHEDULE OF PRICES as follows:

BMP-7.605-A	PERMANENT SIGNS ON STEEL RAIL POST
BMP-7.605-B	0.020" TEMPORARY SIGNS
BMP-7.605-E	0.080" PERMANENT SIGNS (ADOPT A BLUEBELT)

The unit price must include the costs of all labor, materials, equipment, installation and incidental expenses necessary or required to complete the work in accordance with the plans and specifications and to the satisfaction of the Engineer.

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7.606 PERMANENT ACCESSWAY WITH CONCRETE PAVERS OR GRAVEL

A. Description of Work

The Contractor must provide all labor, materials, tools and equipment necessary to complete the permanent accessways as shown in the Contract Drawings and as directed by the Engineer.

B. Materials and Methods - Concrete Pavers

1. Pavers

The Permanent Accessway must be constructed using concrete grid pavers. Unless directed by the Engineer, materials and methods must conform to ICPI Technical Specification #8. The pavers must be 23 5/8" x 15 3/4". They must be made in a grid-like pattern 3 1/8" in height. The Permanent Accessway edges must be secured with a concrete curb. The pavers and adjoining curb must be earthtone brown in color. The pavers must be fabricated of Portland Cement Type II or III fine and coarse aggregates (ASTM C-33-61) achieving a concrete strength of 5,000 psi at 28 days (ASTM C-39-49) and a maximum water absorption of 10 lb/ft<sup>3</sup> (ASTM C-97). The concrete grid pavers must be manufactured by Metromont Materials Company; Grinnell Concrete Paving Stones, Inc.; Ideal Concrete Block Co.; or approved equal.

2. Crushed Stone

The crushed stone layer must consist of 1/2" to 1" stone, with gradation conforming to ASTM D2940.

3. Sand

Sand bedding must consist of concrete sand, with gradation conforming to ASTM33(6).

4. Filter Cloth

Filter cloth underliner must have the following minimum properties:

Grab tensile strength	220 lbs.
Elongation at failure	220%
Mullen Burst Strength	430%

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Puncture Strength	125 lbs.
Equivalent opening size	40-80 mm

Filter cloth must be TenCate Mirafi 600X, Beltech 315, TerraTexHD , or approved equal.

5. Testing

The pavers should be tested and confirm to the following tests:

Compression/Load Test (ASTM C 67 - Adapted)

Samples are to be conditioned at 70°F (21°F) and 50% relative humidity room for 24 hours prior to testing. Cut samples of 12" x 12" were used for this test.

A. Load Tests - Quarter of a full Panel.

Sample No.	Effective Area (sq.in)	Maximum Load (lbs.)	Load Strength Per Unit (PSI)
1	49.00	287,000	5,857
2	49.00	296,000	6,041
3	49.00	322,000	6,571
Average:			6,156

B. Compression Tests - Single Block Unit

Sample No.	Effective Area (sq.in)	Maximum Load (lbs.)	Compression Strength Per Unit (PSI)
1	12.25	68,500	5,592
2	12.25	65,000	5,306
3	12.25	70,000	5,714
Average:			5,537

6. Installation Procedure

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- a. Prior to placing a dense-graded base, the soil subgrade or approved fill should be uniformly compacted to at least 95% of standard Proctor density per ASTM D698(4). Remove from the setting bed rock or other materials which would create uneven bearing.
- b. Install concrete curb along the perimeter outlining the entire area to receive crushed stone and pavers.
- c. A 12 inch deep crushed stone base should then be installed, compacted to a minimum of 98% standard Proctor density (4).
- d. Place sand in a 2" compacted layer over the base to present a true and even grade over entire area to receive pavers.
- e. Set pavers and line up to abut.

7. Void Filler

Thoroughly mix topsoil with fertilizer and spread loosely to fill voids in pavers. Water with a mist spray to settle. Add additional topsoil mix to bring the topsoil flush with top of the paver. Seed at slightly less than normal rate. When grass is 2 1/2" high, cut to 1 3/4".

C. Material and Methods – Gravel

1. The entrance areas must be cleared and stripped of all vegetation, roots and other objectionable material prior to installation of the access way as specified.
2. Provide surface drainage and divert excess runoff to stabilized areas as required and as directed by the Engineer.
3. Rock - use NYSDOT Size No. 3 coarse aggregate.
4. Thickness - not less than 18 inches
5. Width must be twelve (12) foot minimum.
6. Filter cloth must be placed over the entire area prior to placing of stone. Filter cloth must be as specified below.

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Filter cloth underliner must be suitable for heavy duty construction traffic and have the following minimum properties:

Grab tensile strength	220 lbs.
Elongation at failure	220%
Mullen Burst Strength	430%
Puncture Strength	125 lbs.
Equivalent opening size	40-80 mm

Filter cloth must be TenCate Mirafi 600X, Beltech 315, TerraTexHD, or approved equal.

7. Surface water - All surface water flowing or diverted toward construction entrances must be piped across the entrance. If piping is impractical, a mountable berm with 5:1 slopes will be permitted.
8. Maintenance - the entrance must be maintained in a condition which will prevent tracking or flowing of sediment onto public rights-of-way. All sediment spilled, dropped, washed or tracked onto public rights-of-way must be removed immediately.
9. When truck washing is required, it must be done on an area stabilized with stone and which drains into an approved sediment trapping device.
10. Periodic inspection and needed maintenance must be provided after each rain.

D. Measurement and Payment

The contract price per square foot for Permanent Accessway with Concrete Pavers must be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.606-B for pavers. No separate payment will be made for concrete curbing or sub base material used for pavers. The unit price per square foot must include all labor, materials, equipment and incidental expenses necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

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7.606-D PERMEABLE CONCRETE PAVERS WITH CONCRETE EDGE RESTRAINTS

A. Description of Work

The Contractor must provide all labor, materials, tools and equipment necessary to complete the Permeable Concrete Paver Areas, including Concrete Edge Restraints, as shown in the Contract Drawings and as directed by the Engineer.

B. General Requirements

1. Reference Standards

a. ASTM International, latest edition:

1. C 29 Bulk Density and Voids in Aggregate Materials.
2. C 33, Standard Specification for Concrete Aggregates.
3. C 67, Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile, Section 8, Freezing and Thawing.
4. C 136, Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
5. C 140, Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units.
6. C 144 Standard Specifications for Aggregate for Masonry Mortar.
7. D 448, Standard Classification for Sizes of Aggregate for Road and Bridge Construction.
8. C 936, Standard Specification for Solid Concrete Interlocking Paving Units.
9. C 979, Standard Specification for Pigments for Integrally Colored Concrete.
10. D 698 Test Methods for Moisture Density Relations of Soil and Soil Aggregate Mixtures Using a 5.5 lb (24.4 N) Rammer and 12 in. (305 mm) drop.

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11. D 1557 Test Methods for Moisture Density Relations of Soil and Soil Aggregate Mixtures Using a 10-lb (44.5 N) Rammer and 18 in. (457 mm) drop.
12. C 1645 Standard Test Method for Freeze-thaw and De-icing Salt Durability of Solid Concrete Interlocking Paving Units
13. D 1883, Test Method for California Bearing Ratio of Laboratory-Compacted Soils.
14. D 2940 Graded Aggregate Material for Bases or Subbases for Highways or Airports.
15. D 4254, Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.
16. D 5261, Standard Test Method for Measuring Mass per Unit Area of Geotextiles
17. D 4632, Standard Test Method for Grab Breaking Load and Elongation of Geotextiles
18. D 4533, Standard Test Method for Index Trapezoidal Tearing Strength of Geotextiles
19. D 4833, Standard Test Method for Index Puncture Resistance of Geotextiles, Geomembranes and Related Products
20. D 4491, Standard Test Method for Water Permeability of Geotextiles by Permittivity
21. D 4751, Standard Test Method for Determining Apparent Opening Size of a Geotextile
22. D 4354, Standard Practice for Sampling of Geosynthetics for Testing
23. D 4759, Standard Practice for Determining the Specifications Conformance of Geosynthetics

2. Quality Assurance

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- a. Utilize a Manufacturer having at least ten years of experience manufacturing interlocking concrete pavers on projects of similar nature or project size.
  - b. Source Limitations:
    - 1. Obtain Permeable Concrete Pavers from one source location with the resources to provide products of consistent quality in appearance and physical properties.
    - 2. Obtain Permeable Joint Opening Aggregate from one source with the resources to provide materials and products of consistent quality in appearance and physical properties.
  - c. Paving Contractor Qualifications:
    - 1. Utilize an installer having successfully completed concrete paver installation similar in design, material, and extent indicated on this project.
  - d. Mockups:
    - 1. Install a 5 ft x 5 ft paver area.
    - 2. Use this area to determine joint sizes, lines, laying pattern(s) and levelness. This area will serve as the standard by which the workmanship will be judged.
    - 3. Subject to acceptance by owner, mock-up may be retained as part of finished work.
    - 4. If mock-up is not retained, haul offsite and dispose legally.
3. Submittals
- a. Permeable Concrete Pavers:
    - 1. Samples for verification: Three representative full-size samples of each paver type, thickness, color and finish that indicate the range of color variation and texture expected upon project completion.
    - 2. Accepted samples become the standard of acceptance for the product produced.

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3. Test results from an independent testing laboratory for compliance of concrete pavers with ASTM C 936.
  4. Manufacturer's catalog product data, installation instructions, and material safety data sheets for the safe handling of the specified materials and products.
- b. Permeable Joint Opening Aggregate:
1. Provide three representative one pound samples in containers of aggregate materials that indicate the range of color variation and texture expected upon project completion.
  2. Accepted samples become the standard of acceptance for the product produced.
  3. Test results from an independent testing laboratory for sieve analysis, including washed gradations per ASTM C 136.
  4. Test results for void space percentage per ASTM C 29.
- c. Permeable Setting Bed, Base and Subbase Aggregate:
1. Test results from an independent testing laboratory for compliance with ASTM D 448 No. 8, No. 57 and No. 2.
  2. Test results from an independent testing laboratory for sieve analysis, including washed gradations per ASTM C 136.
  3. Test results for void space percentage per ASTM C 29.
- d. Paving Installation Contractor:
1. Job references from a minimum of three projects similar in size and complexity. Provide Owner/Client/General Contractor names, postal address, phone, fax, and email address.
4. Delivery, Storage & Handling

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- a. Deliver Permeable Concrete Pavers in manufacturer's original, unopened and undamaged container packaging with identification labels intact.
  - b. Coordinate delivery and paving schedule to minimize interference with normal use of streets and sidewalks adjacent to paver installation.
  - c. Deliver concrete pavers to the site in steel banded, plastic banded or plastic wrapped packaging capable of transfer by forklift or clamp lift.
  - d. Unload pavers at job site in such a manner that no damage occurs to the product or adjacent surfaces.
  - e. Store and protect materials free from mud, dirt and other foreign materials.
5. Permeable Concrete Paver Coverage and Attic Stock
- a. Provide a minimum of 5% additional material for overage to be used during construction.
  - b. Furnish 100 square feet of each product and size used to owner for maintenance and repair. Furnish Permeable Concrete Pavers from the same production run as installed materials.
  - c. Manufacturer to supply maintenance and reinstatement manuals for Permeable Concrete Paver units.

C. Materials and Methods

1. Permeable Concrete Pavers

- a. The permeable concrete pavers must be an L-shaped concrete paver Unilock: Eco-Optiloc or approved equal.
- b. As manufactured by one of the following manufacturers or approved equal:
  1. Unilock, Contact: Michael Zengen, Unilock New York, Inc., 845-230-4524
  2. Nickolock, Lindenhurst, NY 11757, (631) 669-0700
  3. EP Henry, (800) 444-3679)

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- c. Product requirements:  
Permeable Paver Type 1: Unilock Eco-Optiloc  
Color: Sierra  
Finish: Standard  
Edge: Chamfer - 3 mm bevel  
Size: Manufacture the sizes indicated with a maximum tolerance of plus or minus 1/16 in all directions.  
10 x 10 ¼ x 3 1/8”
- d. Provide pavers meeting the minimum material and physical properties set forth in ASTM C 936, Standard Specification for Interlocking Concrete Paving Units. Efflorescence is not a cause for rejection.
- e. Average compressive strength 8000 psi (55MPa) with no individual unit under 7,200 psi (50 MPa).
- f. Average absorption of 4% with no unit greater than 7% when tested according to ASTM C 140.
- g. Resistance to 50 freeze-thaw cycles, when tested according to ASTM C1645, with no breakage greater than 1.0% loss in dry weight of any individual unit. Conduct this test method not more than 12 months prior to delivery of units.
- h. Accept only pigments in concrete pavers conforming to ASTM C 979.
- i. Maximum allowable breakage of product is 5%.

2. Permeable Joint Opening Aggregate

- a. Provide Permeable Joint Opening Aggregate materials conforming to ASTM C 33 and gradation requirements of ASTM D 448 No. 8 as shown in Table 1.

**TABLE 1**  
**PERMEABLE JOINT OPENING AGGREGATE**  
**GRADATION REQUIREMENTS**  
**(GRANITE CHIPS)**

1/8 to 3/16 inch granite chips	
Sieve Size	Percent Passing
1/4 in (6 mm)	97 to 100

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No. 4 (4.75 mm)	70 to 83
No. 8 (2.36 mm)	37 to 50
No. 16 (1.18 mm)	0 to 12
pan	

3. Permeable Setting Bed Aggregate

- a. Provide Permeable Setting Bed Aggregate materials conforming to ASTM C 33 and gradation requirements of ASTM D 448 No. 8 as presented in Table 2.

**TABLE 2**  
**PERMEABLE SETTING BED AGGREGATE**  
**GRADATION REQUIREMENTS**

ASTM No. 8	
Sieve Size	Percent Passing
½ in (12.5 mm)	100
3/8 in (9.5 mm)	85 to 100
No. 4 (4.75 mm)	10 to 30
No. 8 (2.36 mm)	0 to 10
No. 16 (1.18 mm)	0 to 5

4. Permeable Base Aggregate

- a. Provide Permeable Base Aggregate materials conforming to ASTM C 33 and gradation requirements of ASTM D 448 No. 57 as presented in Table

**TABLE 3**  
**PERMEABLE BASE AGGREGATE**  
**GRADATION REQUIREMENTS**

ASTM No. 57	
Sieve Size	Percent Passing
1-1/2 in (37.5 mm)	100
1 in (25 mm)	95 to 100
1/2 in (12.5 mm)	25 to 60
No. 4 (4.75 mm)	0 to 10
No. 8 (2.36 mm)	0 to 5

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5. Permeable Subbase Aggregate

- a. Provide Permeable Subbase Aggregate materials conforming to ASTM C 33 and gradation requirements of ASTM D 448 No. 2 as presented in Table 4.

**TABLE 4**  
**PERMEABLE SUBBASE AGGREGATE**  
**GRADATION REQUIREMENTS**

ASTM No. 2	
Sieve Size	Percent Passing
3 in (75 mm)	100
2-1/2 in (63 mm)	90 to 100
2 in (50 mm)	35 to 70
1-1/2 in (37.5 mm)	0 to 15
3/4 (19 mm)	0 to 5

Note: For all aggregates, provide washed, clean, have zero plasticity, free from deleterious or foreign matter, crushed, angular rock and contain no No. 200 sieve size aggregate materials used in the construction of permeable pavement. Aggregate materials serve as the structural load bearing platform of the pavement as well as a temporary receptor for the infiltrated water that is collected through the openings in the pavement's surface.

6. Geotextile

- a. Provide Geotextile material conforming to the following performance characteristics, measured per the test methods referenced:
1. 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.
  2. Grab Tensile Strength: ASTM D 4632: 115 lbs.
  3. Grab Tensile Elongation: ASTM D 4632: 50%



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4. Trapezoidal Tear: ASTM D4533: 50 lbs.
  5. Puncture: ASTM D4833: 65 lbs.
  6. Apparent Opening Size: ASTM D 4751: 0.212 mm, 70 U.S. Sieve
  7. Permittivity: ASTM D 4491: 2.0 sec -1
  8. Flow Rate: ASTM D 4491: 140 gal/min/s.f.
- b. As supplied by Unilock or approved equal
1. Unilock: Contact: Michael Zengen, Unilock New York, Inc., 845-230-4524
  2. Advanced Drainage Systems, Hilliard, OH, 800-821-6710
  3. U.S. Fabrics, Cincinnati, OH, 900-518-2290

7. Edge Restraints

- a. Concrete Edge Restraint must be as shown in the Plans and in accordance with materials and methods as stated in NYCDOT Standard Highway Specification 6.09.1 through 609.4. Article 6.09.6 Price to Cover must not apply to Concrete Edge Restraint.

8. Examination

- a. Examine areas indicated to receive paving for compliance with requirements for installation tolerances and other conditions affecting performance for the following items before placing the Permeable Concrete Pavers.
1. Install permeable setting bed only on unfrozen permeable base and subbase aggregates.
  2. Verify that subgrade preparation, compacted density and elevations conform to specified requirements.
  3. Verify that Geotextiles, if applicable, have been placed according to drawings and specifications.

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4. Verify that Permeable Base and Subbase Aggregate materials, thickness, compacted density, surface tolerances and elevations conform to specified requirements.
  5. Provide written density test results for soil subgrade, Permeable Base and Subbase Aggregate materials to the Owner, General Contractor and paver installation subcontractor.
  6. Verify location, type, and elevations of edge restraints, concrete collars around utility structures, and drainage inlets.
  7. Proceed with installation only after unsatisfactory conditions have been corrected.
  8. Beginning of bedding sand and paver installation signifies acceptance of base and edge restraints.
9. Preparation
- a. Verify that the subgrade soil is free from standing water.
  - b. Stockpile Permeable Setting Bed, Joint, Base and Subbase Aggregate materials such that they are free from standing water, uniformly graded, free of any organic material or sediment, debris, and ready for placement.
  - c. Remove any excess thickness of soil applied over the excavated soil subgrade to trap sediment from adjacent construction activities before placing the Geotextile and Permeable Subbase Aggregate materials.
  - d. Keep area where pavement is to be constructed free from sediment during entire job. Remove and replace all Geotextile, Permeable Joint, Setting Bed, Base and Subbase Aggregate materials contaminated with sediment with clean materials.
  - e. Complete all subdrainage of underground services within the pavement area in conjunction with subgrade preparation and before the commencement of Permeable Subbase Aggregate construction.

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- f. Prevent damage to underdrain pipes, overflow pipes, observation wells, or inlets and other drainage appurtenances during installation. Report all damage immediately.
- g. Compact soil subgrade uniformly to at least 90 percent of Standard Proctor Density per ASTM D 698 for pedestrian areas. Compact soil subgrade uniformly to at least 95 percent Modified Proctor per ASTM D 1557 for vehicular areas.
- h. Proof-roll prepared subgrade according to requirements in Division 31 Section "Earth Moving" to identify soft pockets and areas of excess yielding. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting and replace with compacted backfill or fill as directed.

Note: Base compaction and proof-rolling of the subgrade soil on the recommendations of the Design Engineer. Request the Architect/Engineer to inspect subgrade preparations, elevations and conduct density tests for conformance to specifications.

10. Installation

- a. Edge Restraints
  - 1. Provide edge restraints as indicated.
    - a. Install job-built concrete edge restraints to comply with materials and workmanship as stated in NYCDOT Standard Highway Specification Section 6.09.1 through 6.09.4.
    - b. Provide concrete edge restraint along the perimeter of all paving as specified. Install the face of the concrete edge restraint, where it abuts pavers vertical down to the subbase.
    - c. Construct concrete edge restraint to dimensions and level specified and support on a compacted subbase not less than 6 in thick.
- b. Geotextiles

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1. Provide separation geotextile on bottom and sides of prepared soil subgrade. Secure in place to prevent wrinkling or folding from equipment tires and tracks.
  2. Overlap ends and edges a minimum of 18 in. in the direction of drainage.
- c. Permeable Base and Subbase Aggregate
1. Provide the Permeable Subbase Aggregate in uniform lifts not exceeding 6 in. loose thickness and compact to at least 95 percent as per ASTM D 4254 to depths as indicated.
  2. Compact the Permeable Subbase Aggregate material with at least two passes in the vibratory mode then at least two in the static mode with a minimum 10 ton vibratory roller until there is no visible movement. Do not crush aggregate with the roller.
  3. Tolerance: Do not exceed the specified surface grade of the compacted Permeable Subbase Aggregate material more than  $\pm 3/4$  in. over a 10 ft. long straightedge laid in any direction.
  4. Provide the Permeable Base Aggregate material in uniform lifts not exceeding 6 in. over the compacted Permeable Subbase Aggregate material and compact to at least 95 percent as per ASTM D 4254 to depths as indicated.
  5. Compact the Permeable Base Aggregate material with at least two passes in the vibratory mode then at least two in the static mode with a minimum 10 ton vibratory roller until there is no visible movement. Do not crush aggregate with the compaction device.
  6. Tolerance: Do not exceed the specified surface grade of the compacted Permeable Base Aggregate material more than  $\pm 1/2$  in. over a 10 ft. long straightedge laid in any direction.
  7. Grade and compact the upper surface of the Permeable Base Aggregate material sufficiently to prevent infiltration of the Permeable Setting Bed Aggregate material both during construction and throughout its service life.

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- d. Permeable Setting Bed Aggregate
1. Provide and spread Permeable Setting Bed aggregate evenly over the Permeable Base Aggregate course and screed to a nominal thickness of 1-1/2 in.
    - a. Protect screeded Permeable Setting Bed Aggregate from being disturbed.
    - b. Screed only the area which can be covered by pavers in one day.
    - c. Do not use Permeable Setting Bed Aggregate material to fill depressions in the base surface.
  2. Keep moisture content constant and density loose and constant until Concrete Pavers are set and compacted.
  3. Inspect the Permeable Setting Bed Aggregate course prior to commencing the placement of the permeable concrete pavers.
  4. Inspect the Setting Bed Aggregate course prior to commencing the placement of the Permeable Concrete Pavers. Acceptance of the Setting Bed Aggregate occurs with the initiation of Permeable Concrete Paver placement.
- e. Permeable Concrete Pavers
1. Replace unit pavers with chips, cracks, voids, discolorations, and other defects that might be visible in finished work.
  2. Mix Concrete Pavers from a minimum of three (3) bundles simultaneously drawing the paver vertically rather than horizontally, as they are placed, to produce uniform blend of colors and textures. (Color variation occurs with all concrete products. This phenomenon is influenced by a variety of factors, e.g. moisture content, curing conditions, different aggregates and, most commonly, from different production runs. By installing from a minimum of three (3) bundles simultaneously, variation in color is dispersed and blended throughout the project).

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3. Exercise care in handling face mix pavers to prevent surfaces from contacting backs or edges of other units.
4. Provide Permeable Concrete Pavers using joint pattern as indicated. Adjust joint pattern at pavement edges such that cutting of edge pavers is minimized. Cut all pavers exposed to vehicular tires no smaller than one-third of a whole paver.
5. Use string lines or chalk lines on Permeable Setting Bed aggregate to hold all pattern lines true.
6. Set surface elevation of pavers 1/8 in. above adjacent drainage inlets, concrete collars or channels.
7. Place units hand tight against spacer bars. Adjust horizontal placement of laid pavers to align straight.
8. When installation is performed with mechanical equipment, use only unit pavers with spacer bars on sides of each unit.
9. Provide space between paver units of 1/32 in. wide to achieve straight bond lines.
10. Prevent joint (bond) lines from shifting more than  $\pm 1/2$  in. over 50 ft. from string lines.
11. Fill gaps between units or at edges of the paved area that exceed 3/8 inch with pieces cut to fit from full-size unit pavers.
12. Cut unit pavers with motor-driven masonry saw equipment to provide clean, sharp, unchipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable.
13. Prevent all traffic on installed pavers until Permeable Joint Aggregate has been vibrated into joints. Keep skid steer and forklift equipment off newly laid pavers that have not received initial compaction and Permeable Joint Aggregate material.

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14. Vibrate pavers into leveling course with a low-amplitude plate vibrator capable of a to 5000-lbf compaction force at 80 to 90 Hz. Perform at least three passes across paving with vibrator. Vibrate under the following conditions:
    - a. After edge pavers are installed and there is a completed surface.
    - b. Compact installed concrete pavers to within 6 feet of the laying face before ending each day's work. Cover pavers that have not been compacted and leveling course on which pavers have not been placed, with non-staining plastic sheets to prevent Permeable Setting Bed Aggregate from becoming disturbed.
  15. Protect face mix Concrete Paver surface from scuffing during compaction by utilizing a urethane pad.
  16. Remove any cracked or structurally damaged pavers and replace with new units prior to installing Permeable Joint Opening Aggregate material.
  17. Provide, spread and sweep Permeable Joint Opening Aggregate into joints immediately after vibrating pavers into Permeable Setting Bed course until full. Vibrate pavers and add Permeable Joint Aggregate material until joints are completely filled, then remove excess material. This will require at least 4 passes with a plate compactor.
  18. Remove excess Permeable Joint Aggregate broom clean from surface when installation is complete.
11. Field Quality Control
- a. Verify final elevations for conformance to the drawings after sweeping the surface clean.
    1. Prevent final Concrete Paver finished grade elevations from deviating more than  $\pm 3/8$  in. under a 10 ft straightedge or indicated slope, for finished surface of paving.
  - b. Lippage: No greater than 1/32 in. difference in height between Permeable Concrete Pavers and adjacent paved surfaces.

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12. Protection

- a. Protect completed work from damage due to subsequent construction activity on the site.

D. Measurement and Payment

1. The contract price per square foot for Permeable Concrete Pavers with Concrete Edge Restraints must be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.606D. No separate payment must be made for Concrete Edge Restraint, aggregates, geotextiles or any other products listed herein for installation of pavers. The unit price per square foot must include all labor, materials, equipment and incidental expenses necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

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7.612-A GALVANIZED STEEL GRAPHIC

A. Description of Work

The Contractor must provide all labor, materials, tools and equipment necessary to furnish and install Galvanized Steel Graphic, as shown in the Contract Drawings and as directed by the Engineer.

B. General Requirements

1. Submittals

- a. Specifications Drawing: Detailed shop drawing of product including overall dimensions, fabrication methods and mounting.
- b. Fabricator: Submit name, address, contact information and credentials for proposed fabricator. Fabricator must have at least (5) years of experience manufacturing and installing similar products in the region. Submit photos and descriptions of at least (3) projects installed within a 200-mile radius of New York City in the past 5 years. Acceptable galvanizing-shop/powder coat providers must include the following, or approved equal: Hubbell Galvanizing, New York Mills, NY 13417; Duncan Galvanizing, Everett, MA 02149; V&S Taunton Galvanizing LLC, Taunton, MA; or V&S Lebanon Galvanizing LLC, Lebanon, PA 17038.
- c. Samples: Submit two 3-inch by 6-inch samples of factory applied coatings and colors.
- d. Certification: Certificates of Compliance with ASTM Specifications, and Standards specified herein. Each certificate must be signed by Contractor and Galvanizer certifying that steel materials conform with specified requirements, and that the galvanizing and powder coating top coats are in full conformance with these specifications.
- e. Contract Close-out Submittal:  
Warranty: Copy of specified Warranty.

2. Delivery, Storage, and Handling

- a. Packaging: Of type to prevent damage to galvanized and duplex coated surfaces and distortion of steel materials and components.
- b. Handling and Storage: Conform to ASTM A-123. Protect galvanized materials from damage to zinc coating and duplex

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coating during handling. Space surfaces of galvanized and duplex coated materials to permit free circulation of air, during storage.

3. Coordination

- a. Placement of Galvanized Steel Graphic on headwall to be approved in the field prior to casting and finishing of wall.

4. Quality Assurance

a. Reference Standards:

1. American Galvanizers Association (AGA): Hot-Dip Galvanizing for Corrosion Protection: A Specifier's Guide (2006).

2. American Galvanizers Association, Inc. (AGA): Publication Entitled, "Inspection of Hot Dip Galvanized Products (2008)".

3. American Society for Testing and Materials (ASTM):

a. A 123/A 123M – 09 Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.

b. A 153 – 09 Zinc Coating (Hot Dip) on Iron and Steel Hardware.

c. A 780-09 Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings.

d. D 7803 – 12 Preparation of Zinc (Hot-Dip Galvanized) Coated Iron and Steel Product and Hardware Surfaces for Powder Coating.

b. Visual Stamp: The galvanizer must tag all material with a clearly visible stamp indicating the name of the galvanizer, the weight of the Zinc coating, and the applicable ASTM specification.

c. Warranty: Provide 20-year warranty against rust and 5-year warranty against coating failure.

C. Materials and Methods

1. Galvanized Steel Graphic

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- a. Galvanized Steel Graphic is to be fabricated from 3/8" thick galvanized steel plate, waterjet or laser cut, and welded onto 2" X 2" 14-gauge high tensile welded galvanized steel mesh, by Farmtek or approved equal. Frame must be circular, with dimensions as shown in the Drawings. Frame must be fabricated of (2) semicircular 2" wide by 3/8" thick galvanized steel plates, waterjet cut and welded to (2) semicircular 4' deep x 3/8" thick galvanized steel plates. Waterjet or laser cutting of entire assembly in one piece may be proposed in shop drawings, provided that materials thickness and quality meet or exceed specified products.
- b. Mounting and reinforcing must be as shown in the Contract Drawings and in approved Shop Drawings. All dimensions must be as shown in the Contract Drawings.
- c. Hot-dip galvanized surface must be prepared for powder coating in accordance with ASTM D7803.
- d. Before hot dip galvanizing, thoroughly clean steel fabrications in both alkaline and acid baths.
- e. Steel members, fabrications, and assemblies must be galvanized after the cleaning process by hot dip process in accordance with ASTM A-123. Weight of zinc coating must conform to requirements, specified under "Weight of Coating" in ASTM A-123 of ASTM A-386, as applicable.
- f. Finish and uniformity of zinc coating and adherence of coating must conform to ASTM A-123.
- g. Do not treat galvanized surfaces to be duplex coated (powder coated) with chromate treatment, oils, grease or chemicals other than those specified.
- h. Powder-Coating Finish—Type G-1: Provide color coating of hot-dipped galvanized materials in the galvanizer's own plant, within 36 hours of galvanizing. Properties of Cured Coating must meet the following specifications:
  1. The minimum thickness of powder coating must be 5 mils (200-250 microns). The coating thickness for both the galvanized and powder coated components must be measured independently. There must be no more than 1 pinhole per 5 sf tested using a 67.5 volt wet sponge detector.

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2. Minimum adhesion using ASTM D 3359 must be 5A, 5B (100% crosshatch).
  3. Dry film hardness as per ASTM D 3363 must be at least 2H or greater.
  4. Salt spray: as per ASTM B 117, +1000 hrs < 2mm.
- i. Powder Coat Application:
1. The surface must be prepared in accordance with ASTM D7803, 5. Process for Newly Galvanized Steel.
  2. Apply all powder coat material in a suitably designed paint spray booth.
  3. The surface must be free of chromate conversion coating, oil and grease.
  4. The surface must be pretreated using a phosphate acid to provide the conversion coating or light sweep blasting to remove zinc oxide or zinc hydroxide. Other methods of pretreating may be used as per ATM D7803 as approved by the agency.
  5. The surface must be thermally pretreated by prebaking (out gassing) for one hour after reaching outgassing temperature defined as being 50° F (30° C) higher than the powder manufacturer's suggested curing temperature. The thermal pretreatment temperature must not exceed 535°F (280°C).
  6. Cure coating in an oven according to powder manufacturer's recommendations.
- j. Acceptable Products must be certified by the powder manufacturer as meeting AAMA 2604-05 "super durable" powder having an Outgas Forgiving Agent (OGF) of no more than 1.5% of total volume.

2. Installation

- a. Mounting:
1. Galvanized Steel Drawing must be installed where indicated in the plans. Installation materials and methods must be as

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shown in the Contract Drawings and approved Shop Drawings.

2. Installed Graphic must be free of defects in materials and coatings. At the discretion of the Engineer, isolated very minor scratches (less than 1/8" wide) maybe be touched up as per Reference Standards with acrylic based paint. Any damage to galvanized coatings or damage to powder coated surface greater than 1/8" must be deemed unacceptable and Graphic rejected by the Engineer.

D. Measurement and Payment

1. The quantity to be measured for payment under this section must be the total number of Galvanized Steel Graphics supplied and installed in accordance with the plans and specifications and direction of the Engineer. The Contract price per Galvanized Steel Graphic must be as indicated on the BID SCHEDULE OF PRICES, Item BMP-7.612A. The bid price must be a unit price and must include the cost of all labor, materials, equipment and work incidental thereto, necessary to furnish and install this item in accordance with the plans and specification to the satisfaction of the Engineer.

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7.622 FOREBAY MICROPPOOL SEDIMENT CLEAN-OUT INDICATOR

A. Description of Work

Under this item, the Contractor must furnish, install and adjust Forebay-/Micropool Sediment Clean-Out Indicator in accordance with the plans, specifications and directions of the Engineer within the BMP Project limits and associated work areas.

B. Submittals

1. Before the work is started, the Contractor must submit shop drawings for approval by the Engineer.
2. Drawings for the fabrication and installation of stainless steel welded Forebay/Micropool Sediment Clean-Out Indicator with sizes of members, components and anchorage devices, all based on specified requirements. Include copies of standard and custom detail drawings and installation instructions. Include all plans and elevations identifying the location and top elevation to establish sediment clean-out indicator removal depth.

C. Materials

All fittings and hardware must be of the materials listed in the following schedule:

Stainless Steel:

1. Stainless Steel Rod or Pipe: ASTM A554, Type 316L. Provide posts and plates with 1.0 inch outside diameter, Schedule 10 min.
2. Stainless Steel Fittings: Same material and thickness as posts and plates except where otherwise shown on Contract Drawings.

Non-Shrink, Non-Metallic Grout:

1. Pre-mixed non-staining cementitious grout requiring only the addition of water.
2. Product and Manufacturer: Provide one of the following:
  - a. Euco N-S by the Euclide Chemical Company.
  - b. Masterflow 713 by Master Builders Company.
  - c. CPD Non-Shrink Grout Premix by Gantrex
  - d. Or approved equal.

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D. Installation

1. The Forebay/Micropool Sediment Clean-Out Indicators must be set in concrete as shown on the plans or as directed by the Engineer.
2. Adjust Clean-Out Indicators prior to securing in place with concrete or grout to ensure proper and correct alignment throughout their length. Plumb in each direction and adjust to the appropriate elevation.
3. Anchor or grout into concrete substrate.
4. All Clean-Out Indicators must be set plumb and true to line and grade. Any Indicators not set true to line and grade must be removed and replaced at the Contractor's expense. Bending posts to make them plumb will not be permitted.

E. Measurement and Payment

The quantity of Forebay/Micropool Sediment Clean-Out Indicators to be paid for under this item must be the total number furnished and installed in accordance with the plans, specifications and directions of the Engineer.

The contract price for Each – Forebay/Micropool Sediment Clean-Out Indicator must be as indicated on the BID SCHEDULE OF PRICES, Item BMP-7.622. The bid price must include the cost for all labor, material, equipment and incidental expenses necessary to complete the work, including submissions and approvals, materials, fabrication, installation, and adjustment to the proper elevation, all in accordance with the plans and specifications to the satisfaction of the Engineer.

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7.626 STEEL ROD BENCH ON CONCRETE PAD

A. Description of Work

The Contractor must provide all labor, materials, tools and equipment necessary to install Steel Rod Bench on Concrete Pad, as shown in the Contract Drawings and as directed by the Engineer.

B. General Requirements

1. Submittals

- a. Specifications Drawing: Detail drawing of product including overall dimensions and options.

2. Delivery, Storage, and Handling

- a. Delivery: Deliver products to site in manufacturer's original, unopened containers and packaging. Upon delivery, examine packages immediately to ensure all products are complete and undamaged.
- b. Storage: Store products in a protected, dry area in manufacturer's unopened containers and packaging.
- c. Handling: Protect product's finish from damage during handling and installation.

3. Coordination

- a. All site furnishings must be laid out in the field and approved prior to installation.

C. Materials and Methods

1. Bench

a. Manufacturer

1. Type: Steel Rod Bench, Model FS-50 (U.S. Patents D579,684 S; Canada ©126317) as manufactured by Victor Stanley, Inc., Dunkirk, MD 20754, (301) 855-8300
2. WausauMade, Wausau, WI, 800-388-8728



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3. DuMor, 800 598-4108

b. Materials

1. 5/8" diameter horizontal solid steel rods; 2" square tubular steel; 3/8" x 1" steel support bars; 1-7/8" tubular steel pipe.

c. Options

1. Standard Length: 6ft
2. Mounting: Standard in-ground
3. Standard Color: Black

d. Finishes

1. All fabricated metal components 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).

2. Concrete Pad

a. Concrete Pad must be installed as indicated in the Drawings and in accordance with Section 4.14 of the NYCDOT Standard Highway Specifications for concrete and Section 4.14 for steel reinforcement, except that there must be no separate payment for Concrete Pad for Steel Rod Bench with Concrete Pad.

3. Installation

a. Mounting:

1. Standard in-ground: Steel Rod Bench must be permanently affixed within the Concrete Pad as shown in the Plans.

4. Protection

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- a. Protect products prior to installation by having them remain in the manufacturer's packaging and container.

D. Measurement and Payment

1. The contract price per each for Steel Rod Bench on Concrete Pad must be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.626. No separate payment must be made for Concrete Pad, foundation materials or expansion joint materials. The unit price per Steel Rod Bench with Concrete Pad must include one (1) Steel Rod Bench installed in Concrete Pad as show in the plans, and must include all labor, materials, equipment and incidental expenses necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

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7.627 VIEWING AREA INTERPRETIVE SIGN

A. Description of Work

1. Description. Under this Item, the Contractor must fabricate, supply and install the Viewing Area Interpretive Sign posts, frame and fiberglass panel in accordance with the plans, specifications and directions of the Engineer and NYCDEP. The details of the Graphics for the sign, as well as paint and powder-coating colors, will be provided to the Contractor by the NYCDDC, during construction, prior to the Contractor placing an order for the panel and posts.

B. General Requirements

1. Submittals

- a. Contractor must submit to the Resident Engineer and NYCDEP, shop drawings of the aluminum frame, posts and footings and all dimensions and connections.
- b. Samples: Submit a sample of the aluminum frame with specified paint color and a sample of a 600 dpi Graphic Print embedded in fiberglass for approval. Submit powder-coating color chart.
- c. Fabricator: Submit name, address, contact information and credentials for proposed fabricator. Fabricator must have at least (5) years' experience manufacturing and installing similar products in the region. Submit photos and descriptions of at least (3) projects installed within a 200-mile radius of New York City in the past 5 years.

C. Quality Assurance

1. The Contractor must provide a minimum 10-year guarantee against delamination of the fiberglass panel and a five-year guarantee against unacceptable loss of color saturation for the panel.

2. Delivery, Storage, and Handling

- a. Storage: Store products in a protected, dry area in manufacturer's unopened containers and packaging. Store work under this contract in a manner to prevent cracking

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or stress of components, and to prevent mechanical damage.

- b. Handling: Protect product's finish from damage during handling and installation.
- c. Protect work from damage until acceptance by Resident Engineer and NYCDDC.

C. Materials and Methods

1. Posts: 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.

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 NYCDDC after submission of powder-coating color chart.

2. 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.
3. 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.
4. 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.
5. 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

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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 insure that they are thoroughly cleaned and receive an even, uniform and adequate film thickness of paint.

6. Fiberglass Panel: The sign must be a fiberglass embedded graphic panel mounted in an all aluminum painted exhibit frame as manufactured by GS Images, Hagerstown, MD 21741-1288, or equal as approved by the Resident Engineer and NYCDDC, and as described herein and on the plans. The final product must consist of a 600 dpi Graphic Print produced from an Ink Jet printer of the specified graphics, laminated and embedded into a resin/fiberglass composition panel.
7. The details of the graphics for the sign, as well as paint and powder-coating colors will be provided to the Contractor by NYCDDC, during construction, prior to the Contractor placing an order for the panel.
8. All edges of art must be sharp. Ink must be compatible with fiberglass embedment, and must not re-wet, bleed, run or dissolve when exposed to the heat and solvents of the embedment process and passage of all ink when dry to be continuously even and opaque with no bleeding whatsoever.
9. All line illustrations must be reproduced in a manner to hold the highest level of detail. Use high-resolution drum scan or approved equal of line illustrations to replace low resolution scan on graphic layout/disk.
10. Use high quality resins and equal fiber strength both longitudinally and laterally. The panel must be of a consistent thickness. The finish of the panel is to be opaque and matte. The panel is to be rigid and flat. No warped areas or bowing will be accepted.
11. The panel must have proper embedment of Cibachromes for UV resistance. The embedment process requires that the printed-paper must be totally embedded in resin along with equal fiberglass loading front and back. The composite must then be cured under pressure and temperature to yield an intricate panel with flat smooth surfaces on both sides. The composition must consist of all white glass and clear resin so that when combined and cured, the index of refraction must assure total clarity of the embedded printed graphics. The cured panel must be trimmed to the specified final size.

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12. The panel must be resistant to scratching, ink, paint, steam, acids, and aromatics. All ink or paint markings should be readily removable with soap and water or solvents without harm. The panel must also be resistant to burning by cigarettes.

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E. Installation

1. The Contractor must install signs under this Contract as shown on the Contract Drawings.
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. 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.
4. 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 NYCDDC.

F. Measurement and Payment

1. The item to be measured for payment under this section must be the completed Viewing Area Interpretive Signs, with all materials furnished and installed in accordance with the plans, specifications, and directions of the Resident Engineer and NYCDDC.

The contract price per Viewing Area Interpretive Sign must be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.627. The bid price must be a unit price and must include the cost of all labor, materials, equipment and work incidental thereto, necessary to furnish and install this item in accordance with the plans and specification to the satisfaction of the Engineer.

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STREAMBANK STABILIZATION

7.700 WORK INCLUDED

Under Streambank Stabilization, the Contractor must provide all labor, material, tools and equipment necessary to complete the execution of the work in complete accordance with the Specifications and all Contract Drawings. The work must include items of work specified under the following Sections.

<u>Section Number</u>	<u>Title</u>
7.705	Erosion Control Mat
7.710	Reno Mattress

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7.705 EROSION CONTROL MATA. Description of Work

The Contractor must furnish all labor, materials, and equipment necessary for placement of erosion control Mat as indicated on the Contract Drawings and as specified herein.

The erosion control mat must be used for stabilization as indicated in the Contract Drawings.

The erosion control mats are 100% cleaned and wheel spun coconut fiber strands, uniformly twisted and woven into a flexible matrix. Coconut fiber is 100% mattress grade, 45% Lignin with a low elongation factor and high fabric tearing strength. The erosion control mats biodegrade in approximately five to ten years. The erosion control mat must be Coirmat 700 by Rolanka Corporation; Control Mat 70 by Granite Environmental; GEOCOIR/DeKoWe 700 by Geo-Synthetics, LLC; or approved equal.

B. Material

100% high strength coir (coconut) fiber.

C. Staples

Minimum 11 gauge, 8" x 1" driven in a pattern of three per square yard and at intervals of 1' - 0" along sides and overlapping sections.

D. Installation

The erosion control blanket must be installed as indicated on the Contract Drawings.

E. Measurement and Payment

The quantity to be measured for payment under this Section must be the number of square yards of surface area on which erosion control mats has been installed in accordance with the Contract Drawings, Specifications and directions of the Engineer.

The contract price per square yard of erosion control mats must be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.705. The bid price must include the costs for all labor, materials, equipment and incidental expenses necessary to complete the work in accordance with the Plans and Specifications and to the satisfaction of the Engineer.

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7.710 RENO MATTRESS

A. Description of Work

Under this item the Contractor must furnish all labor, materials, equipment necessary to install Reno Mattress as shown on the Contract drawings and in accordance with the specification and as directed by the Engineer.

B. Materials and Construction

Reno Mattress is a wire mesh container uniformly partitioned into internal cells with relatively small height in relation to the other dimensions. The internal cells are interconnected with other units and filled with stone at the project site to form flexible, permanent monolithic structures used for channel bottom protection. The reno mattress must have the dimensions as shown on the contract drawings.

The wire mesh must be non-raveling mesh made of twisting continuous pairs of wires to form hexagonal shaped openings which are interconnected to adjacent wires. The wire is made from zinc coated and overcoated with PVC. PVC coatings must not show cracks or breaks after the fabrication of the mesh. Fasteners used to assemble and interconnect the individual units must be made of stainless steel.

The stones for the reno mattress must be between 4" and 6" in diameter. The stones must meet the specifications of the Rip Rap, Section 7.107 of this contract.

The subgrade must be excavated to allow for the placement of the reno mattress to form the grade shown of the contract drawings. The reno mattress must be placed on geotextile fabric laid directly on the compacted subgrade.

C. Measurement and Payment

The quantity to be measured for payment under this Section must be the total number of square yards of reno mattress installed as directed by the Engineer.

The contract price per square yard of reno mattress installed must be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.710. The contract price must include all excavation, grading and geotextile fabric necessary to install the reno mattress as directed by the Engineer. The bid price must constitute full compensation for all labor, materials, equipment and work incidental thereto, necessary to complete this item in accordance with the plans and specifications to the satisfaction of the Engineer.

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**UI - PAGES**

**UTILITY INTERFERENCES SECTION**

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**NOTICE**

THE PAGES CONTAINED IN THIS SECTION (UI - PAGES) REPRESENT ADDITIONAL CONTRACT REQUIREMENTS APPLYING TO WORK PERFORMED IN THE PRESENCE OF PRIVATELY OWNED UTILITY FACILITIES.

## UTILITY INTERFERENCES (UI) SECTION

DATED: October 11, 2018

1. The Contractor shall be responsible for compliance with all the provisions of the following Sections and Schedules, which are hereby made a part of the original contract documents:
  - A. "UI SECTION: Additional Contract Requirements Applying to Work Performed in the Presence of Privately Owned Utility Facilities" (Pages UI-3 through UI-11).
  - B. Schedule U-1 (Page UI-13).
  - C. Schedule U-2 Con Edison (Pages UI-14 through UI-15)  
Charter Spectrum (Pages UI-16 through UI-17)  
Verizon (Pages UI-18 through UI-19)
  - D. Utility drawings (8 Sheets) consisting of:  
\* Con Edison – C&DO and M&S Plates (8 sheets)  
All eight drawings are attached to the Plans.
2. Each facility operator shall provide inspectors at the work site to inspect methods of interference work, verify quantities and items of Utility Work, and coordinate all phases of the facility operator operations.
3. In addition, the following statements are made to provide clarification of various Paragraphs under UI Section:
  - A. UI Section, Paragraph 4, requires the Contractor to immediately commence negotiations with each Company for an Interference Agreement under which the Company will compensate the Contractor for any Interference Work which the Company does not elect to perform with its own forces or by specialty contractors retained by the Company. Thus the Contractor is on notice that its work under the Contract may be affected by Interference Work performed by (a) the Contractor pursuant to a separate Interference Agreement with the Company, (b) the Company, or (c) partly by each.
  - B. UI Section, Paragraph 2, informs the Contractor that the duration of the Contract as shown in Schedule A includes the time which may be necessary for the Contractor to perform the necessary Interference Work.
  - C. The Contractor is hereby informed that the duration of the Contract as shown in Schedule A includes the time which may be necessary for the Company to perform whatever portion of the Interference Work which the Company elects

to perform with its own forces or by specialty contractors retained by the Company.

- D. UI Section informs the Contractor that the City has entered into an Interference Agreement with the Companies regarding interferences to the City work in this Contract created by the facilities owned and/or operated by such Companies. Pursuant to this Section, a sample of the Utility Agreement letter as executed by the Companies is annexed on page UI-12, as an Exhibit to the Contract. Signed copies of those Utility Agreement letters are on file with New York City Department of Design and Construction (DDC).
- E. The City has no contract with any of the Companies for work on or adjacent to the site of work under this Contract, and the Companies are not "Other Contractors" as defined for the purposes of this Contract. The Contractor is reminded, however, that pursuant to UI Section, Paragraph 4, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, regardless of whether such Interference Work is covered by an Interference Agreement between the Contractor and the Company or is performed by the Company using its own forces or by specialty contractors retained by the Company.
- F. UI Section, Paragraph 14, provides that the provisions of UI Section are material provisions of the Contract and that the Contractor's failure to comply with the procedures set forth in UI Section are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

Pursuant to this Section, the Contractor is informed that the Performance Bond required of the Contractor pursuant to the Contract is not deemed to guarantee performance of any of the Interference Work.

**Utility Interferences Section - Additional Contract Requirements Applicable to Work Performed in the Presence of Privately Owned Utility Facilities**

The Contractor is hereby notified that pursuant to the law and franchise agreements issued by the City, certain private utility and public service companies named in Schedule U-1 ("the Companies") own and/or operate surface and/or subsurface facilities within the limits of this contract. The existence of these facilities impacts the productivity of the City work called for in the contract. In order to improve coordination of the City construction with the private utility facilities owned and/or operated by the Companies named in Schedule U-1, Article 1.06.30 of the Standard Highway Specifications of the New York City Department of Transportation, Dated August 1, 2015; and/or Articles 10.15 through 10.18 of the Standard Sewer and Water Main Specifications of the New York City Department of Environmental Protection, Dated July 1, 2014; as applicable, are amended and will be implemented as follows:

**1. Pre-engineering:**

The anticipated scopes of private utility facilities interferences and anticipated work items and specifications are included in this contract. The locations of these interferences are indicated on the plans and/or listed in the specifications for this contract, and a schedule of estimated quantities by type of interference expected to be encountered within the limits of this project area have been listed on Schedule U-2. In addition, in Schedule U-3 the Companies have provided standard details and methods for supporting, protecting, relocating, and/or working around their facilities when they are in interference with City contract work.

**2. Means and methods for City work:**

a) The Contractor is hereby notified that the utility interferences identified on the plans and/or listed in the Specifications to be known conditions which may impact the performance of, and/or interferes with, City work. The Contractor will be required to perform such utility work as directed by the Resident Engineer in order to clear all utility interferences from the project site as required for satisfactory completion of City work within specified contract schedule.

b) In areas serviced by overhead lines on poles carrying electric, telecommunication and cable system, the Contractor understands and by bidding for this contract agrees that he/she has reviewed the schedule of estimated quantities by type of interference expected to be encountered within the limits of this project and that he/she will be required to perform the public work in the presence of these overhead lines and appurtenances located in areas adjacent and/or within the project area. As a consequence he/she will select means and method of construction appropriate to maintain the safety clearances required or as permitted by contract specifications (e.g. "CET 350 – Overhead Accommodation Protection of Overhead Facilities, Poles, and Appurtenances") in order to avoid damaging the insulation or shielding of these lines and also to prevent knocking

them down. The duration of the contract as shown in Schedule A thus includes the time which may be necessary for the Contractor to remove, repair, protect, support, shift, temporarily remove and replace, work around and/or work in the presence of the Companies' facilities ("Interference Work") as described on the plans and/or specifications of the contract during the progress of the City work.

**3. *Field inspection prior to construction:***

Prior to the start of any contract work in areas serviced by overhead electric lines, and after the award to the apparent low bidder for this contract, the Contractor must request a field walk of the project area along with the operator of the overhead electrical facilities and the DDC Engineer-In-Charge. At that time the facility operator, pursuant to contract specification (e.g. "CET 350 - Overhead Accommodation Protection of Overhead Facilities, Poles, and Appurtenances") will confirm the type and condition of the overhead electrical lines and the sufficiency of their insulating properties with respect to the means and methods proposed by the Contractor. The Contractor must be prepared to describe in enough details his/her proposed means and methods of construction operations in order to anticipate the likelihood that electric lines insulation would be cut or otherwise compromised. Also such details will allow the facility operator to anticipate the need for added insulation and/or shielding of non-insulated lines.

**4. *Compensation for interference work:***

Compensation for Interference Work is a matter of adjustment between the Contractor and each private utility company located within the limits of the project area and whose utility facilities are affected by City contract work. In particular, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, including, but not limited to, delay, lost profit, increased overhead, or any other impact costs which are deemed to be included in cost agreement between the Contractor and private utility company affected by such work. Upon receipt of a Notice of Award from the City, the Contractor shall immediately commence negotiations with each of the Companies concerning the manner in which and the price for which the Contractor, through its own forces or by others hired by it, will perform and be paid by the Company for all necessary Interference Work as defined above that the Company(ies) choose(s) not to perform with its(their) own forces or by specialty Contractors hired by it (them) (as per "Interference Agreement"). Specialty contractors' work is limited to (i) insulation installation and removal, (ii) live gas and steam work, (iii) cleanup and disposal of hazardous materials, (iv) splicing live electrical and telecommunications facilities, and (v) work not within the competence of general construction contractors.



**5. Interference Agreement:**

a) The Companies have provided estimate of the quantity of each type of interferences expected to be encountered in the contract in Schedule U-2. The parties may negotiate an Interference Agreement in any format or manner they deem fit based on quantities and types of Interferences expected to be encountered on this Contract as stated in Schedule U-2.

b) Furthermore, in Schedule U-3, standard unit work measurement and payment provisions are specified and shall apply only if the Contractor and affected Utility companies enters into a unit price based on an Interference Agreement, otherwise the unit of work measurement, and payment provisions set forth in Schedule U-3 shall not apply. The Contractor shall notify the City upon concluding an Interference Agreement with each of the Companies, which shall be binding and final once concluded.

**6. City contract work to continue without Interference Agreement:**

If, prior to the start of construction, as directed by the City's Order to work / Notice To Proceed (OTW/ NTP) date any of the Companies and the Contractor have not concluded an Interference Agreement as described above, then the City will issue to private utility company (ies) in a written "48 Hours' notice to Public Corporation" in accordance with the Administrative Code of the City of New York. Construction will then proceed as ordered and the Contractor will be directed by the Resident Engineer (RE) to perform the City work on Time, Material and Equipment basis (T&M) as specified in standard City contract agreement Article 26.2. T&M records will include identification of types of utility facilities interfering with City work, utility facility owners, specifying the nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work and crew size, such as: name and number of each worker employed on such work. T&M records will also indicate the hours of active time, standby time and idle time. The Company (ies) and the Contractor will maintain separate records of the actual quantity and cost of labor, materials, and equipment expended, and will provide copies of this information to the other party on a daily basis for reconciliation. These T&M records along with cost evaluations will be submitted daily to the Resident Engineer for review and approval. The total cost of City work will be based on quantity of work performed multiplied by unit price contract bid items. The total interference cost will be calculated as the difference between the total T&M cost and total cost for City work. The Resident Engineer will conduct a monthly reconciliation session of the daily T&M records with the affected Company (ies) and the Contractor. If the Contractor and affected utility companies cannot reconcile their T&M records, by the last day of each month, then the Resident Engineer will submit the approved City's T&M records along with total cost evaluations to the DDC Director of Construction who will review these records and recommend approval and validity certification by the DDC Construction Assistant Commissioner.

a) Copies of the DDC approved and certified T&M records will then be transmitted by the DDC to the Contractor and the utility companies. These certified records may be used by the Contractor for compensation claims against the responsible private facility owners, or may be used by any party as supporting documentation in dispute regarding compensation for performing Interference Work as identified in Schedule U-2. The Contractor will be required to perform City work while invoices are submitted by the Contractor to the utility companies for payment within 30 days, or while compensation disputes between the Contractor and affected company (ies) are submitted to Binding Arbitration process described in Paragraph 10.

b) All issues related to utility work and/or delays due to compensation disputes or claims against utility companies are not allowable as justification for granting contract time extensions or delay claims against the City. The City may assess liquidated damages specified in the contract for net overall delays suffered by City contract work as a result of utility issues, disputes and claims.

c) The standard City contract dispute resolution process specified in Article 27 "Presentation of disputes to Commissioner", of the standard City contract agreement is not applicable to any disputes related to utility work and/or compensation for such work or claim against utility companies. Utility work issues, disputes and claims may only be submitted to Binding Arbitration process described in Paragraph 10.

d) The Contractor will notify the Resident Engineer when utility capital work not specified in Schedule U-2 and/or for utility work that require the intervention of company utility specialty crews causes excessive contractor's labor and equipment standby or idleness and, thereby jeopardizing the City project schedule. The Resident Engineer will submit the facts to the DDC Director of Construction who will recommend to the DDC Deputy Commissioner regarding the issuance of a "48 Hours' notice to Public Corporation" to the concerned utility company as authorized by the New York City Administrative Code Section 19-143 and/or Section 24-521 as applicable.

e) Utility delays caused by utility capital work not listed in Schedule U-2 and/or by unavailability of utility specialty crews cannot be discounted for earning any contractual bonus when such bonus clause is included in a contract. However, if such specified bonus is not earned or is disallowed by the City or if the City assesses specified liquidated damages as a result of such excessive delays, the Contractor may seek damages from the responsible utility company (ies).

**7. Extra utility work with Interference Agreement:**

If during construction the Contractor encounters utility facilities interferences or utility scope of work that it believes is not covered by the Interference Agreement as described above, then the Contractor shall immediately notify the Company in writing, with a copy to the City, describing the nature and location of the extra work in question. The Company then has five (5) business days to investigate the conditions and then:

- a) Advise the Contractor and the City in writing that no interference with its facilities exists at the location in question, and hence that the Contractor may proceed with City work without providing for any impact from Company facilities;
- b) Advise the Contractor and the City in writing that the Interference Agreement negotiated pursuant to Paragraph 6, above, provides for the scope of work encountered, specifying the exact unit items and/or terms of the agreement that cover the work;
- c) Advise the Contractor and the City in writing that it intends to perform the necessary utility work with company forces or with its own contractor including, but not limited to, relocating its facility out of the way of the proposed City work. In this case, the Company shall provide a written schedule for the performance of the utility work it proposes to perform, which shall be subject to approval by the City based on its impact to the Contractor's currently approved progress schedule. Upon approval of the Company's schedule by the City, the Contractor shall provide access to the worksite to the Company and/or any contractors hired by it to perform this utility work. If necessary, the City may grant a contract time extension for delays caused by the performance of such utility work by the company.
- d) Reasonably specify in writing the scope of work to be performed by the Contractor on behalf of the Company that is not covered under the Interference Agreement negotiated pursuant to Paragraph 6, including, but not limited to, relocating, supporting, and/or protecting the Company's facilities, and/or shifting the City facility if approved by the Resident Engineer, and/or otherwise changing its operations to work in the presence of the Company's facilities. Should the Company elect this option, it must adequately define and provide an initial price offer for the work required to be performed.

**8. Means and Methods for utility work:**

Upon receipt of the Company's determination pursuant to Paragraphs 7.b, or 7.d, above, the Contractor shall determine reasonable means and methods of performing the work defined by the Company. These means and methods are subject to approval of the Company, which shall not be unreasonably withheld. If, however, the Company objects to the Contractor's proposed means and methods then it shall define an alternate method of construction. Upon receipt of the Company's approval or its

proposed alternate method of construction, the Contractor shall commence performance of the work defined by the Company as soon as possible, and shall perform the work in a good, workmanlike, and efficient manner, using the means and methods approved by the Company, in order to permit the City work to proceed in the most expeditious manner possible, but without imposing unreasonable and/or unnecessary costs on the Company. It is expressly understood by all parties that the City's rights pursuant to Article 4 of the Contract apply to Utility Work performed pursuant to this Section.

**9. *Disputed utility work covered by an interference agreement:***

The City Work will continue as described in Paragraph 6 above. In the event of any dispute between the Company (ies) and the Contractor regarding any issue related to the performance of, or payment for, utility work, including, but not limited to, any indirect or impact costs incurred by the Contractor due to the Utility Work and/or to the existence of facilities owned or operated by the Company (ies) on the line of the work. The Company (ies) and the Contractor hereby agree to submit to each other a "Final Offer," in writing, by certified mail. Each party shall then have three business days to consider each other's Final Offer. In the event that neither party accepts the other's Final Offer within those three days, the Company (ies) and the Contractor agree to immediately submit the dispute to binding arbitration as described in Paragraph 10. During the pendency of any arbitration, the Company (ies) and the Contractor shall maintain separate records of the actual quantity and cost of labor, materials, and equipment expended, and to provide copies of this information to the other party on a daily basis for reconciliation. Any and all disagreement with the records maintained and provided by the other, must be documented in writing to all parties. However, these records are solely for the benefit of presentation to the arbitrator, whose decision may not necessarily be based on these records and in any event is final. Both parties should be aware that the City will not confirm or deny the accuracy of any records that is not certified by DDC. While the arbitration is pending, the Company shall pay the Contractor on a monthly basis, based on the price offered by the Company to the Contractor for the performance of the work.

**10. *Arbitration of utility work:***

The arbitration of the issues described above shall be conducted pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association (hereinafter "the Rules" and "AAA") in effect on the date the arbitration is initiated except as set forth herein. The arbitration award shall be final and binding upon the parties to the arbitration and judgment upon the award may be entered in a court having jurisdiction.

- a) Once an arbitrator(s) has been appointed by the AAA, the arbitration shall be scheduled as promptly as possible given the arbitrator(s) and the parties' schedules.

b) No later than seven days prior to the first arbitration hearing, Company and the Contractor shall submit to the arbitrator(s), and to each other, a summary of each party's respective position and such other information as is deemed appropriate, along with a copy of each party's Final Offer as specified in Paragraph 9.

c) The arbitration shall be conducted and concluded in two days.

d) On the morning of the first day of the arbitration, the Contractor and/or representatives shall have 3 ½ hrs to make a presentation of its claim to the arbitrator. During its presentation, the Contractor shall not be permitted to produce any documents or cost records which have not already been provided to the Company. The Contractor shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.

e) Company and/or its representatives shall have two hours to ask the Contractor questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask the Contractor questions about its claim and its presentation.

f) On the morning of the second day of the arbitration, Company and/or its representatives shall have 3 ½ hours to make a presentation of its claim to the arbitrator. During its presentation, the Company shall not be permitted to produce any documents or cost records which have not already been provided to the Contractor. The Company shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.

g) The Contractor and/or its representatives shall have two hours to ask Company questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask Company questions about its claim and its presentation.

h) Subject to the above time limitations, the arbitrator(s) may conduct the arbitration in such manner as the arbitrator(s) deems reasonable.

i) The arbitrator(s) shall then have one week to select in writing, as the arbitrator (s) award, that party's Final Offer which appears to be more reasonable, based on the presentations at the arbitration hearings.

j) The arbitrator shall have no discretion to grant an award other than one of the two Final Offers submitted by the parties.

k) Any award for work that has already been performed shall be paid on the 7<sup>th</sup> day after receipt of the arbitrator's decision, or on the 30<sup>th</sup> day after completion of the work, whichever is later. Payment for work not yet completed at the time of the arbitrator's decision shall be paid within 30 days of completion of work. Interest shall accrue from the date payment is due at the rate of 9% per annum. Either

party may cause judgment to be entered in accordance with the arbitrator(s) decision in a court in the State of New York, County of New York.

l) The arbitrator's fees and any other costs of the arbitration shall be initially shared equally by Company and the Contractor. The non-prevailing party shall then pay all arbitrator's fees and costs of the arbitration and shall reimburse the prevailing party for its share of such fees and costs theretofore paid.

m) The parties may, at any time, settle any matter submitted to arbitration.

**11. Order-out waiver:**

The Contractor and all subcontractors hired by it, if an Interference Agreement is executed as specified between the concerned parties, agree to waive any rights they may have, if any, under law, contract or otherwise to compel the City to assert any right the City may have, including the issuance of any directives required under the New York City Administrative Code, Section 19-143 and Section 24-521, to require any or all of the Companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove utility facilities in connection with the work to be performed under this contract. However, nothing in this Section shall preclude the City from exercising its rights under the Law to issue such a directive to the Company.

**12. Cost of insurance:**

Each of the named Companies, at their option and if an Interference Agreement is executed as specified between the concerned parties, may be named as an additional insured on all insurance policies required to be maintained under this contract. In the event that a Company opts to be so named as an additional insured, the actual incremental cost, if any, to the Contractor of providing such insurance coverage shall be borne by that Company. The Contractor shall provide a written statement from its insurance provider documenting the actual cost of this added coverage to the Company. Under no circumstances shall the cost of insurance coverage on behalf of any Company be borne by the City. Nothing in this paragraph shall be interpreted to imply the City's acceptance of any additional responsibility or liability for any matter related to the performance of Utility Work. In particular, the Company and the Contractor bear joint and full responsibility to ensure that any Utility Work performed by the Contractor is in compliance with all applicable government and Company regulations.

**13. Cost of utility interference work:**

The Companies, by virtue of participating in design alignment meetings and submitting their scope of Utility Interferences Work to the City, have agreed to perform their obligations described in this Section. It is expressly understood that the cost of Utility Work or any delays caused by such Utility Work shall not be a charge against the City, but shall be a matter for adjustment between the Contractor and the Company or Companies concerned. The City and the Contractor agree that the Companies are

third party beneficiaries of this Section of the contract, if an Interference Agreement is executed between the Contractor and utility company (ies). The provisions of this Section shall govern in all cases where Company property interferes with or is about to be disturbed by the City work, notwithstanding any other provision of the Contract, except for Natural Gas transmission/distribution facilities covered subject to the Gas Facility Cost Allocation Act (GFCAA) and covered separately in this contract.

**14. Default declaration:**

The Contractor agrees that the provisions of this Section are material provisions of the contract, and that the Contractor's failure to comply with the procedures set forth above are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

**15. NYS Labor Law:**

The Contractor is hereby advised that New York State Labor Law and/or, Davis-Bacon Act if federally funded, applies to public work. The work described in this Utility Interferences Section of the contract performed by utility company (ies) with their own forces or vendors hired by such company (ies) is not public work.

**16. Facility operators:**

The insurance requirements in Paragraph 12 of this UI Section apply to: (i) additional Companies, if any, who were not named in Schedule "A" but which have executed an Interference Agreement with the Contractor for utility work; and (ii) additional coverage, if any, paid for by Utility Companies whose utility facilities are located within the project limits, that they may require for the utility work pursuant to an Interference Agreement between the Contractor and such utility company (ies).

(End of Section)

"STANDARD UTILITY LETTER OF AGREEMENT"

(Name)  
Deputy Commissioner, Infrastructure Division  
Department of Design and Construction  
30-30 Thomson Avenue  
Long Island City, NY 11101

RE: City Work Performed in the Presence of Private Utility Facilities  
Project No: \_\_\_\_\_

Dear (Name):

This letter is to certify that \_\_\_\_\_, has requested the inclusion of the attached "Utility Interferences (UI) Section: Additional contract requirements applying to work performed in the presence of privately owned utility." The company agrees to abide by the terms of this UI Section at the company's own expenses due to their facilities interferences with the Public work.

Sincerely,

\_\_\_\_\_  
By: Authorized Company Representative

\_\_\_\_\_  
Title

NOTARY PUBLIC

CERTIFIED AS TO FORM  
AND LEGAL AUTHORITY:

By: \_\_\_\_\_



SCHEDULE U-1

LISTING OF COMPANY (IES) NAMED FOR THIS CONTRACT

<u>COMPANY NAME</u>	<u>CONTACT NAME</u>	<u>CONTACT TELEPHONE</u>
CON EDISON	O'NEILL WRIGHT	212-460-4834
CHARTER	JOHN PIAZZA	718-888-4261
VERIZON	ROHAN ECCLES	718-977-8142

**SCHEDULE U-2**

UTILITY INTERFERENCE  
FOR INFORMATION ONLY  
ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE  
FOR CONSOLIDATED EDISON  
SANDR01  
HYLAN BOULEVARD FROM SEAVER AVENUE TO STOBE AVENUE BOROUGH OF  
STATEN ISLAND

CET ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
CET 350	OVERHEAD ACCOMMODATION, PROTECTION OF OVERHEAD FACILITIES, POLES AND APPURTENANCES	LS	1
CET 351	INSTALL AND REMOVE "A" FRAME ON UTILITY POLES	EA	6

CON EDISON SCOPE OF WORK  
SUPPORT AND PROTECTION  
**SANDR01**  
HYLAN BOULEVARD FROM SEAVER AVENUE TO STOBE AVENUE BOROUGH OF  
STATEN ISLAND

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**CET 350**      **OVERHEAD ACCOMMODATION, PROTECTION OF OVERHEAD FACILITIES, POLES AND APPURTENANCES**      **LS**

*At the following locations:*

Hylan Boulevard Between Seaver Avenue and Stobe Avenue

AS SHOWN ON CONTRACT DOCUMENTS

**Total Quantity for CET 350      = 1**

**CET 351**      **INSTALL AND REMOVE "A" FRAME ON UTILITY POLES**      **EA**

*At the following locations:*

Pole 36472. Nw Corner of Hylan Blvd. and Stobe Ave. Intersection

Pole 36471. West Curb of Hylan Blvd. 88' North of Stobe Ave.

Pole T-180. West Curb of Hylan Blvd. 182' North of Stobe Ave.

Pole 13850. Sw Corner of Hylan Blvd. and Seaver Ave. Intersection

Pole 36468. West Curb of Hylan Blvd. 79' South of Seaver Ave.

Pole 36469. West Curb of Hylan Blvd. 179' South of Seaver Ave.

**Total Quantity for CET 351      = 6**

**FOR INFORMATION ONLY**  
**ENGINEER'S ESTIMATE OF QUANTITIES AND TYPES OF INTERFERENCE**  
Charter Spectrum of New York City  
SANDR01  
Hylan Blvd.  
Borough of Staten Island

CET ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
350	OVERHEAD ACCOMMODATION, PROTECTION OF OVERHEAD FACILITIES, POLES & APPURTENANCES	LS	1

Charter Spectrum  
SUPPORT & PROTECTION  
SANDR01  
Hylan Blvd.  
Borough of Staten Island

<b>CET 360</b>	<b>OVERHEAD ACCOMMODATION, PROTECTION OF OVERHEAD FACILITIES, POLES &amp; APPURTENANCES</b>	<b>LS</b>
	At the following locations:	
	AS ENCOUNTERED	1
	<b>Total quantity for CET 350</b>	<b>1</b>

**UTILITY INTERFERENCES (UI) SECTION WORKSHEET**  
**SANDR01 - SEWERS AND WATER**  
**MAINS IN HYLAN BOULEVARD.**  
**FOR INFORMATION ONLY**  
**ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE**  
**FOR VERIZON**  
**BOROUGH OF STATEN ISLAND**

<b>CET ITEM NUMBER</b>	<b>DESCRIPTION</b>	<b>Unit of Measure</b>	<b>Estimated Quantity</b>
CET 350	OVERHEAD ACCOMMODATION, PROTECTION OF OH FACILITIES & APPURTENANCES	L.S.	1
CET 351	UTILITY POLE SUPPORTS	EA	3

VERIZON CET SCOPE OF WORK  
SUPPORT & PROTECTION  
SANDR01 - SEWER AND WATER  
MAINS IN HYI AN BOULEVARD  
BOROUGH OF STATEN ISLAND

CET 350 OVERHEAD ACCOMMODATION, PROTECTION OF OH FACILITIES & APPURTENANCES L.S.

At the following locations:

AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE 1

Total quantity for CET 350 - 1

CET 351 UTILITY POLE SUPPORTS

At the following locations:

AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE 3

Total quantity for CET 351 - 3



**Department of  
Design and  
Construction**

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**INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN**

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**VOLUME 3 OF 3**

**PROJECT ID: SANDR01**

**HYLAN BOULEVARD STREETScape IMPROVEMENTS  
FROM SEAVER AVENUE TO STOBE AVENUE**

**INCLUDING SIDEWALK, SEWER, WATER MAIN, BMP,  
STREET LIGHTING, AND TRAFFIC WORK**

**TOGETHER WITH ALL WORK INCIDENTAL THERETO**

**BOROUGH OF STATEN ISLAND  
CITY OF NEW YORK**

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*Contractor.*

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Dated \_\_\_\_\_, 20\_\_\_\_

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