

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

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

LAW

VOLUME 1 OF 3

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: SEN002169

FOR THE CONSTRUCTION OF COMBINED SEWERS AND APPURTENANCES IN: YORK AVENUE BETWEEN EAST 61ST STREET AND EAST 63RD STREET; AND EAST 62ND STREET BETWEEN YORK AVENUE AND 1ST AVENUE

INCLUDING SEWER, WATER MAIN, STREET LIGHTING AND TRAFFIC WORK

Together With All Work Incidental Thereto
BOROUGH OF MANHATTAN
CITY OF NEW YORK

FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION PREPARED BY IN-HOUSE DESIGN

DECEMBER 19, 2014





Dr. Feniosky Peña-Mora Commissioner

Andrea Glick
Deputy Commissioner
Administration

John Goddard Agency Chief Contracting Officer Lorraine Holley Deputy ACCO Competitive Sealed Bid Contracts

June 05, 2015

CERTIFIED MAIL - RETURN RECEIPT REQUEST

Difazio Industries, Inc. 38 Kinsey Place Staten Island, NY 10303

RE:

FMS ID: SEN002169

E-PIN: 85015B0078001 DDC PIN: 8502014SE0042C

Construction of Combined Sewers and

Appurtenances in: York Avenue between East 61st

Street & East 63rd Street. etc. - Borough of

Manhattan

NOTICE OF AWARD

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of \$7,423,423.00 submitted at the bid opening on March 10, 2015. 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 four copies of the Agreement in the Contracts Unit, 30-30 Thomson Avenue, 1st Floor, Long Island City, New York (IDCNY Building). A Commissioner of Deeds will be available to witness and notarize your signature. The Agreement must be signed by an officer of the corporation or a partner of the firm.
- (2) Submit to the Contracts Unit four properly executed performance and payment bonds. If required for this contract, copies of performance and payment bonds are attached.
- (3) Submit to the Contracts Unit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by New York State Law. The insurance documentation specified in this paragraph is required for registration of the contract with the Comptroller's Office.



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

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

Sincerely,

Lorraine Holley



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

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BID SCHEDULE

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

- (2) The following bid prices on Unit Price Contracts are to be paid for the actual quantities of the item numbers in the completed work or structure, and they cover the cost of all work, labor, material, tools, plant and appliances of every description necessary to complete the entire work, as specified, and the removal of all debris, temporary work and appliances.
- (3) PLEASE BE SURE A LEGIBLE BID IS ENTERED, IN INK, FOR EACH ITEM. Alterations must be initialed in ink by the bidder.
- (4) The Extended Amount entered in Column 6 shall be the product of the Estimated Quantity in Column 3 times the Unit Price Bid in Column 5.
- (5) Prospective bidders must examine the Bid Schedule carefully and, before bidding, must advise the Commissioner, in writing, if any pages are missing, and must request that such missing pages be furnished them. The pages of this Bid Schedule are numbered consecutively, as follows: B - 3 Through B - 36

PLEASE BE SURE A LEGIBLE BID IS ENTERED FOR EACH ITEM.
THE BIDDER SHALL INSERT THE TOTAL BID PRICE IN
THE BID FORM ON PAGE C-4 OF THIS BID BOOKLET.

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

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COL, 2	COL.3 ENGINEER'S ESTIMATE	COL 4	COL 5 UNIT PRICE (IN FIGURES)		COL: 6 EXTENDED AMOUNT (IN FIGURES)
ITEM NUMBER and DESCRIPTION	OF QUANTITIY	UNIT:	The rest of the second second	- 4.0.0	DOLLARS CTS
4.02 AF-R ASPHALTIC CONCRETE WEARING COURSE, 2" THICK	4,500.00	S.Y.	20	00	90,000 00
4.02 CA BINDER MIXTURE	365.00	TONS	200	00	73,000 00
4.04 H CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	450.00	C.Y.	260	တ္၀	117,000,00
4.05 AX HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT (BUS STOPS)	50.00	C.Y.	400	oυ	
4.07 CD NEW STRAIGHT GRANITE CURB, DEPRESSED AND TRANSITION	250.00	L.F.	135	oυ	33,750 00
4.09 AF STRAIGHT STEEL FACED CONCRETE CURB (27" DEEP)	150.00	L.F.	70	03	10,500 00
	4.02 AF-R ASPHALTIC CONCRETE WEARING COURSE, 2" THICK 4.02 CA BINDER MIXTURE 4.04 H CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH) 4.05 AX HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT (BUS STOPS) 4.07 CD NEW STRAIGHT GRANITE CURB, DEPRESSED AND TRANSITION 4.09 AF	ENGINEER'S ESTIMATE OF QUANTITITY 4.02 AF-R ASPHALTIC CONCRETE WEARING COURSE. 2" THICK 4.02 CA BINDER MIXTURE 4.04 H CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH) 4.05 AX HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT (BUS STOPS) 4.07 CD NEW STRAIGHT GRANITE CURB, DEPRESSED AND TRANSITION 4.09 AF 150.00	ITEM NUMBER and DESCRIPTION STIMATE OF QUANTITY 4.02 AF-R ASPHALTIC CONCRETE WEARING COURSE. 2" THICK 4.02 CA BINDER MIXTURE 4.04 H CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH) 4.05 AX HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT (BUS STOPS) 4.07 CD NEW STRAIGHT GRANITE CURB, DEPRESSED AND TRANSITION 4.09 AF 150.00 L.F.	ENGINEER'S ESTIMATE (IN FIGURES) ITEM NUMBER and DESCRIPTION OF QUANTITY UNIT DOLLARS 4.02 AF-R ASPHALTIC CONCRETE WEARING COURSE, 2" THICK 4.02 CA BINDER MIXTURE 4.04 H CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH) 4.05 AX HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT (BUS STOPS) 4.07 CD NEW STRAIGHT GRANITE CURB, DEPRESSED AND TRANSITION 4.09 AF 150.00 L.F. 7 O	ENGINEER'S ESTIMATE OF QUANTITITY OUNT. DOLLARS CTS. 4.02 AF-R ASPHALTIC CONCRETE WEARING COURSE. 2" THICK 4.02 CA BINDER MIXTURE 4.04 H CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION. (HIGH-EARLY STRENGTH) 4.05 AX HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT (BUS STOPS) 4.07 CD NEW STRAIGHT GRANITE CURB, DEPRESSED AND TRANSITION L.F. (35 a) 4.09 AF 150.00 L.F. 7 o o 3

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COL.1	COL. 2 ITEM NUMBER and DESCRIPTION	COL: 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4	COL.5 UNIT PRICE (IN FIGURES) DOLLARS		COL. 6 EXTENDED AMOUNT ((IN FIGURES)) DOLLARS	CTS
007	4.09 CD CORNER STEEL FACED CONCRETE CURB (18" DEEP)	300.00	L.F.	90	Action Control of	27,000	
800	4.13 AAS 4" CONCRETE SIDEWALK (UNPIGMENTED)	3,200.00	S.F.	10	00	32,000	00
009	4.13 BAS 7" CONCRETE SIDEWALK (UNPIGMENTED)	2,000.00	S.F.	12	00	74,000	00
010	4.13 DE EMBEDDED PREFORMED DETECTABLE WARNING UNITS	160.00	S.F.	Zo	00	3,200	00
011	4.18 A MAINTENANCE TREE PRUNING (UNDER 12" CAL.)	20.00	EACH	160	σĴ	3,200	00
į.	4.18 B MAINTENANCE TREE PRUNING (12" TO UNDER 18" CAL.)	2.00	EACH	ZZO	00	440	00

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COL-1	COL.2	COL. 3 ENGINEER'S ESTIMATE	COL, 4	COL. 5 UNIT PRICE (IN FIGURES)		COL.6 EXTENDED AMOUNT (IN FIGURES)	
SEQ. NO	ITEM NUMBER and DESCRIPTION	OF QUANTITIY	UNIT	DOLLARS	CTS	DOLLARS	CTS
013	4.18 C MAINTENANCE TREE PRUNING (18" TO UNDER 24" CAL.)	3.00	EACH	265	00	795	OD
014	4.21 TREE CONSULTANT	200.00	P/HR	75	00	15,000	00
015	50.11CS060040 6'-0"W X 4'-0"H SINGLE BARREL FLAT TOP REINFORCED CONCRETE COMBINED SEWER	275.00	L.F.	1800	00	495,000	0
016	50.11MS066040 6'-6"W X 4'-0"H SINGLE BARREL FLAT TOP REINFORCED CONCRETE STORM SEWER	225.00	L.F.	1800	00	405,000	00
017	50.21C3C042D 42" R.C.P. CLASS III COMBINED SEWER, ON CONCRETE CRADLE	100.00	L.F.	950	00	95,000	00
018	50.41C6C42 42" D.I.P. CLASS 56 COMBINED SEWER, ON CONCRETE CRADLE	55.00	L.F.	4300	00	74 500	00

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COL. 1 SEQ. NO	COL. 2 TEM NUMBER and DESCRIPTION	COL.3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4	COL-5 UNIT PRICE (IN FIGURES) DOLLARS - CTS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS
019	51.11C001 CHAMBER NO. 1	1.00	EACH	275,000 60	A CONTRACT OF THE PROPERTY OF THE PARTY OF T
020	51.11C002 CHAMBER NO. 2	1.00	EACH	225,000 00	275,000 00
021	51.11P006 STANDARD 6'-0" DIAMETER PRECAST MANHOLE	1.00	EACH	28/00000	28,000 00
022	51.21A00000C ACCESS MANHOLE	3.00	EACH	8000 00	2400000
023	51.21S0C1042R STANDARD MANHOLE TYPE C-1 ON 42" R.C.P. SEWER	1.00	EACH	10/000 00	101000 00
024	51.41S001 STANDARD CATCH BASIN, TYPE 1	9.00	EACH	10,000 00	90,000 00

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COL.1	COL.2	COL. 3 ENGINEER'S ESTIMATE	COL.4	COL.5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)	
025	51.42S1SO INCREMENTAL COST OF STANDARD CATCH BASIN TYPE 3 WITH CURB PIECE IN LIEU OF STANDARD CATCH BASIN TYPE 1	OF QUANTITIY 8.00	EACH		CTS	8 1 2 1 8 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	o O
026	51.71C00000 MODIFICATION OF EXISTING CHAMBER	1.00	EACH	90,000	ಶ೦	99000	σU
027	52.11D12 12" DUCTILE IRON PIPE BASIN CONNECTION	200.00	L.F.	Zeu	<i>0</i> 0	40,000	00
028	52.41C06R 6" C.I.S.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	20.00	L.F.	780	O 0	3,600	ØJ
029	52.41C08R 8" C.I.S.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	20.00	L.F.	Zou	<i>∂</i> ∪	4000	00
030	52.41D06R 6" D.I.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	20.00	L.F.	50	<i>0</i> 0	4000	ග ට

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COL 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL-3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL.5 UNIT PRICE (IN FIGURES) DOLLARS CT	COL 6 EXTENDED AMOUNT (IN FIGURES:) So DOLLARS - CTS
031	52.41D08R 8" D.I.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	40.00	L.F.	100 0	
032	52.41D10N NEW 10" D.I.P. HOUSE CONNECTION DRAIN ON STONE BEDDING Unit price bid shall not be greater than: \$95.00	20.00	L.F.	95 00	CO 00 D1
033	52.41V06R 6" E.S.V.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	20.00	L.F.	22 00	440 00
034	52.41V08R 8" E.S.V.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	20.00	L.F.	26 00	520 00
	52.41V10R 10" E.S.V.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	20.00	L.F.	32 00	640 00
	53.11DR TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS	660.00	L.F.	4 0	2,640,00

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COL 1	COL 2:	COL.3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4	COL.5 UNIT PRICE (IN FIGURES) DOLLARS	CTS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS
037	6.02 AAN UNCLASSIFIED EXCAVATION	550.00	C.Y.	110	M. A. A.S. November Car	60150000
038	6.02 XHEC INCREMENTAL COST FOR MODIFYING WORK METHODS NEAR (WITHIN 3 FEET OF) TRANSIT FACILITIES AND BUILDING VAULTS	100.00	C.Y.	16	o 0	1 600 00
039	6.02 XSCW INCREMENTAL COST FOR USING SPECIAL CARE WORK METHODS NEAR (FROM 3 FEET TO 50 FEET) TRANSIT FACILITIES	100.00	C.Y.	16 <	3 0	1,60000
- 040	6.25 RS TEMPORARY SIGNS	575.00	S.F.	١	₀ 0	575 00
041	6.26 TIMBER CURB	950.00	L.F.	2	σV	1,900 00
042	6.28 AA LIGHTED TIMBER BARRICADES	300.00	L.F.	10	00	3,000 00

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COL. 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL: 3 ENGINEER'S ESTIMATE OF QUANTITY	COL:4	COL.5 UNIT PRICE (IN FIGURES DOLLARS	3. 3. 3. 3.	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	· cts
043	6.40 C ENGINEER'S FIELD OFFICE (TYPE C)	24.00	MONTH	101000	00	240,000	00
044	6.44 THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	9,000.00	L.F.	1	00	9,000	00
045	6.49 TEMPORARY PAVEMENT MARKINGS (4" WIDE)	1,500.00	L.F.	.\	00	\1 S 00	00
046	6.52 CG CROSSING GUARD	4,000.00	P/HR	25	00	100/000	0 U
047	6.53 REMOVE EXISTING LANE MARKINGS (4" WIDE)	1,000.00	L.F.	.	<i>ರ</i> ಲ	1,000	60

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COL 1	COL 2	COL. 3 ENGINEER'S ESTIMATE	COL.4	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
048	6.84 B LOLLIPOP TYPE BUS STOP SIGNS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 3,000.00	OF QUANTITIY 1.00	F.S.	3,000	<u>ст</u>	3,000	стs 00
049	6.85 A TRAFFIC ENFORCEMENT AGENTS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 1,784,165.90	1.00	F.S.	1,784,166	90	1,784,166	90
050	6.87 PLASTIC BARRELS	300.00	EACH	7	ەن	. 2,100	ه ه
051	60.11R520 FURNISHING AND DELIVERING 20-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)	790.00	L.F.	189	0 0	149,310	σV
052	60.11R606 FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	200.00	L.F.	20	00	4,000	୦ଧ

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COL. 1.	COL. 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4	COL.5 UNIT:PRICE (IN FIGURES) DOLLARS CTS	COL. 6 EXTENDED AMOUNT (IN FIGURES.) DOLLARS : CTS.
053	60.11R612 FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	825.00	L.F.	125 00	103,1250 00
054	60.12D06 LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	225.00	L.F.	Ze EU	4500 00
055	60.12D12 LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	1,000.00	L.F.	140 00	140,000 00
056	60.12D20 LAYING 20-INCH DUCTILE IRON PIPE AND FITTINGS	885.00	L.F.	(00 00	88,500 00
	60.13M0A24 FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24 -INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	12.00	TONS	15,000 00	180,000 00
	60.18BJC20EL FURNISHING, DELIVERING AND INSTALLING BELL JOINT CLAMPS, COMPLETE FOR 20-INCH PIPE AND LESS	10.00	EACH	0:01	0.10

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COL 1	COL. 2 ITEM NUMBER and DESCRIPTION	COL.3 ENGINEER'S ESTIMATE OF QUANTITIY	COL-4	COL/5 UNIT PRICE (IN FIGURES DOLLARS	S. Harris	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	CTS
059	61.11DMM06 FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	9.00	EACH	Section of the sectio	00		00
060	61.11DMM12 FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	13.00	EACH	2,800	٥٥	36/400	00
061	61.11DMM20 FURNISHING AND DELIVERING 20-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	5.00	EACH	18,000	00	90,000	o О
062	61.11TWC03 FURNISHING AND DELIVERING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	1/200	00	1,200	0 V
	61.11TWC04 FURNISHING AND DELIVERING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	2.00	EACH	1200	00	2,400	00

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COL 1	COL: 2	COL: 3 ENGINEER'S ESTIMATE	COL.4	COL 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
SEQ. NO	61.11TWC06 FURNISHING AND DELIVERING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	OF QUANTITIY 4	EACH	N/400	CTS OV	8,400	CTS O\)
065	61.11TWC08 FURNISHING AND DELIVERING 8-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	2.00	EACH	1/850	<i>6</i> 0	3,700	୯୦
066	61.11TWC12 FURNISHING AND DELIVERING 12-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	2,000	 ອ ວ	2,000	0
067	61.12DFM06 SETTING 6-INCH FLANGED-MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLAND	9.00	EACH	750	၁ ပ	6,750	00
068	61.12DFM12 SETTING 12-INCH FLANGED-MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLAND	13.00	EACH	Zero o	9 U	2,600	ာ 0
069	61.12DFM20 SETTING 20-INCH FLANGED-MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLAND	5.00	EACH	7000	シ ∪	10,000	0

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GOL 1	COL.2	COL 3 ENGINEER'S ' ESTIMATE	COL. 4	COL. 5 UNIT PRICE (IN FIGURES)	COL.6 EXTENDED AMOUNT (IN FIGURES)
SEQ. NO	ITEM NUMBER and DESCRIPTION	OF QUANTITIY	UNIT	DOLLARS CTS	280.000
070	61.12TWC03 SETTING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	50.00	50 00
071	61.12TWC04 SETTING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	2.00	EACH	50 00	100 00
072	61.12TWC06 SETTING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	6.00	EACH	50 00	300 00
073	61.12TWC08 SETTING 8-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	2.00	EACH	500	100 00
074	61.12TWC12 SETTING 12-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	5000	50 00
075	62.11SD FURNISHING AND DELIVERING HYDRANTS	9.00	EACH	5,000 00	49,000 00

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COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL.3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4	COL 5 UNIT PRICE (IN FIGURES)	COL: 6 EXTENDED AMOUNT (IN FIGURES.)
076	62.12SG SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	9.00	EACH	Brown or	TZ, 000 00
077	62.13RH REMOVING HYDRANTS	7.00	EACH	80000	5,600 00
078	62.14FS FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	18.00	EACH	400 00	7,700 00
	63.11VC FURNISHING AND DELIVERING VARIOUS CASTINGS	11.00	TONS	5,000 00	55,000 00
l	64.11EL WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2-INCH OR LARGER SCREW TAPS	7.00	EACH	25000	1750 00
١,	64.11ST WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS	2.00	EACH	100 00	200 00

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COL.1	COL. 2	COL. 3 ENGINEER'S ESTIMATE	COL.4	COL. 5 UNIT PRICE (IN FIGURES)	COL. 6 EXTENDED AMOUNT (IN FIGURES)
SEQ. NO	ITEM NUMBER and DESCRIPTION	OF QUANTITIY	UNIT	DOLLARS C	A Section of the Control of the Cont
082	64.12COEG CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	100.00	L.F.	115 0	0 11,500 00
083	64.12COLT CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	50.00	L.F.	115 0	5,75000
084	64.12ESEG EXTENDING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	100.00	L.F.	900	9,00000
085	64.12ESLT EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	50.00	L.F.	145 0	7,250 00
086	64.13WC12 FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 12-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	5.00	EACH	3,500 D	0 17,500 00
087	64.13WC20 FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 20-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	5.00	EACH	3,500 0	0 17,50000

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

PROJECT ID: SEN002169

CONTRACT PIN: 8502014SE0042C

COL.1	COL. 2 ITEM NUMBER and DESCRIPTION	COL:3 ENGINEER'S ESTIMATE	COL 4	COL. 5 UNIT PRICE ((IN FIGURES))	COL. 6 EXTENDED AMOUNT (IN FIGURES)
088	65.11BR FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	85.00	UNIT LBS.	DOLLARS CTS)	DOLLARS CTS
089	65.21PS FURNISHING AND PLACING POLYETHYLENE SLEEVE Unit price bid shall not be less than: \$ 0.50	845.00	L.F.	cs 50	422 50
090	65.31FF FURNISHING, DELIVERING AND PLACING FILTER FABRIC Unit price bid shall not be less than: \$ 0.10	17,000.00	S.F.	0 10	1,700 00
091	65.71SG FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	110.00	C.Y.	30 00	3,30000
092	7.13 B MAINTENANCE OF SITE Unit price bid shall not be less than: \$ 15,000.00	18.00	MONTH	16,000 00	288/000 00
093	7.19 LOAD TRANSFER JOINT	2,500.00	L.F.	600	15,000 00

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COL 1	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE	COL.4	COL 5 UNIT PRICE (INFIGURES)	COL. 6 EXTENDED AMOUNT (IN FIGURES)
094	7.36 PEDESTRIAN STEEL BARRICADES	1,200.00	L.F.	6 oJ	7, 200 00
095	7.88 AA RODENT INFESTATION SURVEY AND MONITORING Unit price bid shall not be less than: \$5,000.00	1.00	L.S.	8,000 00	8,000 00
096	7.88 AB RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 60.00	350.00	EACH	60 00	21,000 00
097	7.88 AC BAITING OF RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 9.25	350.00	EACH	12.75	4,46250
098	7.88 AD WATERBUG BAIT APPLICATIONS Unit price bid shall not be less than: \$65.00	70.00	BLOCK	6500	4,55000
099	70.21DK DECKING	1,200.00	S.Y.	100	1,200 00

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COL. 1	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL.4	COL 5 UNIT PRICE (IN FIGURES)	2. 3. 1. 25 Sept. 52.	COL.6 EXTENDED AMOUNT: // (IN FIGURES) DOLLARS	- cts
100	70.31FN FENCING Unit price bid shall not be less than: \$ 2.00	6,000.00	L.F.	2.0	E ST AND MICH		00
101	70.51EO EXCAVATION OF BOULDERS IN OPEN CUT Unit price bid shall not be less than: \$75.00	35.00	C.Y.	75 0	٥ ٥	2,625	00
102	70.61RE ROCK EXCAVATION	25.00	C.Y.	10	0 0	75	00
103	70.71SB STONE BALLAST Unit price bid shall not be less than: \$ 15.00	120.00	C.Y.	40 0) V	4,800	00
104	70.81CB CLEAN BACKFILL Unit price bid shall not be less than: \$ 15.00	955.00	C.Y.	15 Þ	Ū	14/325	00
105	70.91SW12 FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS	985.00	S.F.	6.5	0	98	50

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COL 1	COL 2	COL:3 ENGINEER'S ESTIMATE	COL-4	COL.5 UNIT PRICE (IN FIGURES)	COL.6 EXTENDED AMOUNT (IN FIGURES)
SEQ. NO	ITEM NUMBER and DESCRIPTION	OF QUANTITIY	UNIT	DOLLARS	DOLLARS CTS
106	70.91SW20 FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 20-INCH IN DIAMETER	9,796.00	S.F.	O.50	4,898 00
107	72.11HF HYDRAULIC FILL FOR ABANDONED SEWERS AND WATER MAINS	100.00	C.Y.	180 00	18,000 00
108	73.11AB ADDITIONAL BRICK MASONRY Unit price bid shall not be less than: \$62.50	50.00	C.Y.	62 50	3,125 00
109	73.21AC ADDITIONAL CONCRETE Unit price bid shall not be less than: \$62.50	60.00	C.Y.	150 BD	9,000 00
110	73.31AE0 ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS) Unit price bid shall not be less than: \$ 20.00	120.00	C.Y.	2000	2,400 00
111	73.41AG ADDITIONAL SELECT GRANULAR BACKFILL Unit price bid shall not be less than: \$ 15.00	130.00	C.Y.	1500	1,950 00

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COL. 1	COL. 2 ITEM NUMBER and DESCRIPTION	COL:3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS C	EXTENDED AMOUNT (IN FIGURES)
112	73.51AS ADDITIONAL STEEL REINFORCING BARS Unit price bid shall not be less than: \$ 1.00	2,000.00	LBS.	1 0	
113	8.01 C1 HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL	2,500.00	TONS	65 p	0 162,500 00
114	8.01 C2 SAMPLING AND TESTING OF CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PURPOSES	5.00	SETS	2,8000	14,00000
115	8.01 H HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL	100.00	TONS	Z00 0	20,000 00
116	8.01 S HEALTH AND SAFETY	1.00	L.S.	10,0000	0 10/000 00
117	8.01 W1 REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER	130.00	DAY	100) /30 a

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COL. 1	COL 2	COL 3 ENGINEER'S ESTIMATE	COL.4	COL.5 UNIT PRICE (IN FIGURES)	Mes.	COL. 6 EXTENDED AMOUNT (IN FIGURES)	
SEQ. NO	ITEM NUMBER and DESCRIPTION	OF QUANTITIY	UNIT	DOLLARS	CTS	the state of the s	CTS
118	8.01 W2 SAMPLING AND TESTING OF WATER	4.00	SETS	3,000	00	12,000	00
119	8.02 A SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	1,000.00	S.F.	10	00	10/000	O 0
120	8.02 B SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	500.00	L.F.	3	00	1/500	00
121	8.08 VARIABLE MESSAGE BOARD	6.00	EACH	4,000	00	24,000	00
122	9.04 HW ALLOWANCE FOR ANTI-FREEZE ADDITIVE IN CONCRETE PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 50,000.00	1.00	F.S.	50,000	00	50,000	00

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CONTRACT PIN: 8502014SE0042C

COL 1	COL. 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL.4	COL 5 UNIT PRICE (IN FIGURES DOLLARS	5 3 20 10	COL 6 EXTENDED AMOUNT (INFIGURES) DOLLARS	CTS
123	9.99 FLASHING ARROW BOARD	4.00	EACH	1,500	00	6,000	0
124	SL-20.02.02 FURNISH AND INSTALL STANDARD TYPE ANCHOR BOLT FOUNDATION, AS PER DRAWING E-3788	8.00	EACH	3,200	OD	25,600	0
125	SL-21.03.02 FURNISH AND INSTALL TYPE 2S, 4S, 6S, 8S OR 12S LAMPPOST WITH TRANSFORMER BASE	8.00	EACH	2,600	တ	Ze, 800	0)
126	SL-21.09.05 REMOVE FABRICATED STEEL, ALUMINUM NO. 10, ETC. LAMPPOST, WITH ARM(S), LUMINAIRE(S), ETC., WITH ALL ATTACHMENTS, IF ANY.	8.00	EACH	850	00	6,800	0
127	SL-22.03.18 FURNISH AND INSTALL TYPE COBRA HEAD LUMINAIRE WITH 150 WATT HPS WITH SOLID STATE BALLAST AND STRAY VOLTAGE INDICATOR FOR 100 VOLT LAMP.	8.00	EACH	575	00	4,600	00
128	SL-26.01.01 FURNISH AND INSTALL, OR FURNISH AND REPLACE A PLUG-IN SOLID STATE PHOTOELECTRIC CONTROL	8.00	EACH	90	00	720	ου

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COL 1	COL. 2	COL: 3 ENGINEER'S ESTIMATE OF QUANTITY	COL.4	COL 5 UNIT PRICE (IN FIGURES) DOLLARS	cts	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS C	TS.
SEQ.:NO∌	SL-26.06.02 FURNISH AND INSTALL LED FIRE ALARM LUMINAIRES.	2.00	EACH		, V	5000	, U
130	SL-29.01.01 FURNISH, INSTALL, MAINTAIN AND REMOVE EQUIPMENT FOR TEMPORARY LIGHTING (PYLON), AS PER DRAWINGS F-5005 AND F-5005A	8.00	EACH	1,300	OD	10/4000	90
131	SL-31.01.06 PAINT A STANDARD STREET LIGHT LAMPPOST WITH INSULATED "SUPERHTHANE" PAINT APR. 7' HIGH.	8.00	EACH	200	00	y 600 0	5
132	SL-33.02.02 FURNISH AND INSTALL NO. 6 AWG XLP COPPER CABLE OR EQUAL FOR OVERHEAD INSTALLATION	1,500.00	L.F.	17	00	25,5000	50
133	T-1.1 INSTALL TYPE "S" OR "T" FOUNDATION	1.00	EACH	1600	్రు	1,6000	5 O
134	T-1.18 REMOVE TYPE "A", "B", "S" OR "T" SERIES FOUNDATION	1.00	EACH	110	Oũ	110	0 6

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

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COL.1	COL. 2 TEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4	COL. 5. UNIT PRICE (IN FIGURES) DOLLARS C1	Marka in Marka in Marka in the Park in the State of the Marka in the
135	T-1.20 REMOVE TYPE "M" SERIES FOUNDATION	1.00	EACH	22500	7 7.25 00
136	T-1.29 RAISE OR LOWER FOUNDATION TO GRADE	1.00	EACH	1400 00	11400 00
137	T-1.3 INSTALL TYPE "M2-5S" FOUNDATION	1.00	EACH	2,4000	0 2,400 00
138	T-2.1 INSTALL TYPE "S-1" OR "T-1" SERIES POST	1.00	EACH	675 0	675 00
139	T-2.16 FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH SIGNALS	1.00	EACH	1/600 00	1600 00
	T-2.22 REMOVE TYPE "S-1" OR "T-1" SERIES POST	1.00	EACH	600 00	600 00

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COL 1	COL. 2	COL 3 ENGINEER'S ESTIMATE	COL. 4	COL.5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
SEQ. NO	ITEM NUMBER and DESCRIPTION	OF QUANTITIY	UNIT	DOLLARS 0	CTS	DOLLARS	CTS
141	T-2.24 REMOVE TYPE "M" SERIES POST	1.00	EACH	Y 625	gO ်	1,628	6 ⁰
142	T-2.28 REMOVE MAST ARM FROM ANY POST	1.00	EACH	325	o 0	325	00
143	T-2.4 INSTALL TYPE "M-2" POST	1.00	EACH	2,000	9 0	2,000	00
144	T-20020 a) FURNISH 3/4" ANCHOR BOLT ASSEMBLIES FOR S-1 (EACH) (3 REQUIRED PER POST)	3.00	EACH	16	90	48	0 U
145	T-20220 c) FURNISH 1-1/4" ANCHOR BOLT ASSEMBLIES FOR M-2 (EACH) (4 REQUIRED PER POST)	4.00	EACH	50.0	00	Zoo	<u></u> దు
146	T-3.1 INSTALL "ONE-WAY" SIGNAL UNIT ON MAST ARM OR TOP OF TRAFFIC POST	4.00	EACH	7330	<i>0</i> 0	1,320	<i>0</i> 0

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COL.1	COL. 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4	COL: 5 UNIT PRICE (IN FIGURES)		COL: 6 EXTENDED AMOUNT (IN FIGURES)	
147	T-3.18 REMOVE SIGNAL HEAD FROM ANY TYPE POST	2.00	EACH	DOLLARS) 325	The same of the same		CIS OU
148	T-3.21 REMOVE PEDESTRIAN SIGNAL OR SIGN UNIT OR OTHER ILLUMINATED SIGNS FROM ANY POST	5.00	EACH	325	00	1,625	00
149	T-3.40 FURNISH AND INSTALL AUDIBLE PEDESTRIAN SIGNALS UNIT	1.00	EACH	825	6D	825	00
150	T-3.6 INSTALL PEDESTRIAN SIGNAL ON ANY TYPE POST	4.00	EACH	500 °	50	2000	වෙව
151	T-31210 h) "HUB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	2.00	EACH	A S (ಶು	90	00
1	T-31225 c) "3MS"	1.00	EACH	275	90	275	00

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

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COL.1	COL 2	COL.3 ENGINEER'S ESTIMATE	COL.4	COL 5 UNIT PRICE (IN FIGURES)	4	COL. 6 EXTENDED AMOUNT (IN FIGURES)
SEQ. NO	ITEM NUMBER and DESCRIPTION	OF QUANTITIY	UNIT	DOLLARS	CTS	DOLLARS CTS
153	T-31340 f) "VB-P" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	1.00	EACH	75	00	7500
154	T-31351 g) "VB-2P" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	1.00	EACH	225	60	775 00
155	T-5.1 FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN UNPAVED ROADWAY	100.00	L.F.	75	00	7,50000
156	T-5.2 FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN PAVED ROADWAY	250.00	L.F.	105	00	26,25000
157	T-5.32 RESTORING PERMANENT ROADWAY (INCLUDING SAWCUT)	250.00	L.F.	3	25	.812 50
158	T-6.1 INSTALL CABLE (INCLUDES OVERHEAD)	300.00	L.F.	7	0	2,100 00

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COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL.3 ENGINEER'S ESTIMATE OF QUANTITY	COL_4	COL.5 UNIT PRICE (INFIGURES) DOLLARS - CTS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS
159	T-6.10 REMOVE CABLE (INCLUDES OVERHEAD)	1,300.00	L.F.	7 00	
160	T-6.2 INSTALL MULTIPLE CABLE (INCLUDES OVERHEAD)	1,300.00	L.F.	13 00	16,90000
161	T-60000B FURNISH 2 c # 10B (SEE SPEC) (BREAKDOWN = 2#10 WITH 3RD WIRE FOR GROUNDING).	1,300.00	L.F.	200	7 7600 00
162	T-60040 c) 7 CONDUCTOR, 14 A.W.G.	700.00	L.F.	200	1,400 00
163	T-60190 e) 13 CONDUCTOR, 14 A.W.G.	1,300.00	L.F.	250	3,250 00
164	T-60200 FURNISH AND INSTALL AUDIBLE PEDESTRIAN SIGNALS CABLE	100.00	L.F.	10 00	1,000 00

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COL.1	COL.2	COL.3 ENGINEER'S ESTIMATE	. COL.4	COL. 5 UNIT PRICE (IN FIGURES)	COL. 6 EXTENDED AMOUNT (IN FIGURES)
SEQ. NO	ITEM NUMBER and DESCRIPTION	OF QUANTITIY	- UNIT	DOLLARS CTS	DOLLARS CTS
165	T-8.10 RELOCATE CONCRETE PYLON WITH POST	1.00	EACH	2,000 05	700000
166	T-8.8 INSTALL CONCRETE PYLON	1.00	EACH	1,7000	7700 30
167	T-8.9 REMOVE CONCRETE PYLON	1.00	EACH	1000 03	100000
168	T-81000 FURNISH CONCRETE PYLON	1.00	EACH	450 00	450 00
169	T-93000 FURNISH AND INSTALL COMPLETE DOME CCTV CAMERA SYSTEM ON CITY-OWNED UTILITY POLE.	2.00	EACH	20,000 00	40,000 00
170	UTL-6.01.3 GAS MAIN CROSSING SEWER 36" THRU 42" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 2,040.00	4.00	EACH	20400	8,160 00

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CONTRACT PIN: 8502014SE0042C

COL.1	COL. 2 ITEM NUMBER and DESCRIPTION:	COL.3 ENGINEER'S ESTIMATE OF QUANTITIY	COL 4	COL 5 UNIT PRICE (IN FIGURES) DOLLARS	Appropriate Contract	COL: 6 EXTENDED AMOUNT (IN FIGURES)
171	UTL-6.01.6H GAS MAIN CROSSING 6'-0"W X 4'-0"H FLAT TOP REINFORCED CONCRETE COMBINED SEWER (S6.01) Unit price bid shall not be less than: \$ 2,450.00	5.00	EACH	7/AS0		DOLLARS CTS
172	UTL-6.01.7N GAS MAIN CROSSING 6'-6"W X 4'-0"H FLAT TOP REINFORCED CONCRETE STORM SEWER (S6.01) Unit price bid shall not be less than: \$ 2,540.00	1.00	EACH	2,540	02	7,540 00
173	UTL-6.01.8 GAS SERVICES CROSSING TRENCHES AND/OR EXCAVATIONS (S6.01) Unit price bid shall not be less than: \$ 465.00	2.00	EACH	465	60	930 00
174	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	24.00	EACH	485	O U	1464000
175	UTL-6.02 EXTRA EXCAVATION FOR THE INSTALLATION OF CATCH BASIN SEWER DRAIN PIPES WITH GAS INTERFERENCES (S6.02) Unit price bid shall not be less than: \$715.00	7.00	EACH	TIS	00	5,00500
176	UTL-6.03 REMOVAL OF ABANDONED GAS FACILITIES. ALL SIZES. (S6.03) Unit price bid shall not be less than: \$ 15.00	700.00	L.F.	15	00	10,500 00

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COL.1	COL. 2	COL. 3 ENGINEER'S ESTIMATE	COL.4	COL.5 UNIT PRICE (IN FIGURES)	COL. 6 EXTENDED AMOUNT (IN FIGURES)
SEQ. NO	ITEM NUMBER and DESCRIPTION	OF QUANTITIY	UNIT	DOLLARS CTS	28 2 24 2360
177	UTL-6.03.1A REMOVAL OF ABANDONED GAS FACILITIES WITH POSSIBLE COAL TAR WRAP. ALL SIZES. (S6.03) Unit price bid shall not be less than: \$ 25.00	300.00	L.F.	7500	7,50000
178	UTL-6.04 ADJUST HARDWARE TO GRADE USING SPACER RINGS/ADAPTORS. (STREET REPAVING.) (S6.04) Unit price bid shall not be less than: \$35.00	10.00	EACH	35 00	350 00
179	UTL-6.05 ADJUST HARDWARE TO GRADE BY RESETTING. (ROAD RECONSTRUCTION.) (S6.05) Unit price bid shall not be less than: \$65.00	20.00	EACH	65 00	1,300 00
180	UTL-6.06 SPECIAL CARE EXCAVATION AND BACKFILLING (S6.06) Unit price bid shall not be less than: \$ 180.00	240.00	C.Y.	180 00	43,70000
181	UTL-6.06A SPECIAL CARE EXCAVATION AND BACKFILLING FOR TRANSMISSION MAINS (TRANSMISSION MAIN IS DESCRIBED AS ANY GAS MAIN WITH A MAOP GREATER THAN 124-PSIG) (S6.06A) Unit price bid shall not be less than: \$ 230.00	320.00	C.Y.	2300	73,60000
182	UTL-6.07 TEST PITS FOR GAS FACILITIES (S6.07) Unit price bid shall not be less than: \$ 100.00	120.00	C.Y.	10000	12,000 00

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

PROJECT ID: SEN002169

CONTRACT PIN: 8502014SE0042C

BID SCHEDULE FORM

COL. 1	COL-2	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL.4	COL. 5; UNIT PRICE (IN FIGURES)		COL.6. EXTENDED AMOUNT (IN FIGURES)	
183	UTL-6.08A PIER AND/OR PLATE METHOD OF PROTECTION FOR DUCTILE IRON WATER MAIN WITH LESS THAN 24" COVER (\$6.08A) Unit price bid shall not be less than: \$5,800.00	2.00	EACH	5/800	OG	My 600	CTS OJ
184	UTL-6.09 TRENCH EXCAVATION AND BACKFILL FOR GAS MAINS AND SERVICES. GAS INSTALLED BY OTHERS. Unit price bid shall not be less than: \$ 190.00	1,420.00	C.Y.	190	oυ	769,800	00
185	UTL-GCS-2WS GAS INTERFERENCES AND ACCOMMODATIONS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 80,000.00	1.00	F.S.	80,000	00	80,000	00

SUB-TOTAL: \$ 7,138,364.85

186	6.39 A MOBILIZATION	1.00	L.S.	285,058 15	285,058	ıs
	BID PRICE OF MOBILIZATION SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.					1 1

2/11/2015 12:00 AM

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

PROJECT ID: SEN002169

CONTRACT PIN: 8502014SE0042C

BID SCHEDULE FORM

COL.1 COL.2 COL.3 COL.4 COL.5	COL 6
	EXTENDED AMOUNT
ESTIMATE (IN FIGURES)	(IN FIGURES)
SEQ. NO TITEM NUMBER and DESCRIPTION OF QUANTITY UNIT DOLLARS CTS	DOLLARS CTS

TOTAL BID PRICE: \$7,423,423,00

PLEASE BE SURE A LEGIBLE BID IS ENTERED FOR EACH ITEM.
THE BIDDER SHALL INSERT THE TOTAL BID PRICE IN
THE BID FORM ON PAGE C-4 OF THIS BID BOOKLET.

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

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

PROJECT ID: SEN002169

FOR THE CONSTRUCTION OF COMBINED SEWERS AND APPURTENANCES IN: YORK AVENUE BETWEEN EAST 61ST STREET AND EAST 63RD STREET; AND EAST 62ND STREET BETWEEN YORK AVENUE AND 1ST AVENUE

INCLUDING SEWER, WATER MAIN, STREET LIGHTING AND TRAFFIC WORK

Together With All Work Incidental Thereto

borough of Manhailan
Name of Bidder: DiFazio Industries.
Date of Bid Opening: 3 - 9 - 2015
Bidder is: (Check one, whichever applies) Individual () Partnership () Corporation ()
Place of Business of Bidder: 28 Kinsey Pace. STN4 10303
Bidder's Telephone Number: 718-720-6966 Fax Number: 718-816-5689
Place of Business of Bidder: 28 Kinsey Pace ST NY (030 3) Bidder's Telephone Number: 718-720-6966 Fax Number: 718-816-5689 Bidder's E-Mail Address: John & Difference Number:
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
Name and Home Address of President: John Ditario
7 Ponderosa Prive (olts Neck NJ 07722
Name and Home Address of Secretary: 1 Jeff V. F. 212.
415 Parlington Ave SING 10309
Name and Home Address of Treasurer: Jeff DiFazio
CITY OF NEW YORK C-1 BID BOOKLET
CITY OF NEW YORK C-1 BID BOOKLET

DEPARTMENT OF DESIGN AND CONSTRUCTION

DECEMBER 2013

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 the 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. <u>M/WBE UTILIZATION PLAN</u>: 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.

(NO TEXT ON THIS PAGE)

BID FORM

PROJECT ID: SEN002169

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

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

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: Signature of Partner or corporate officer) Attest:

(Corporate Seal)

Secretary of Corporate Bidder

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

BID FORM (TO BE NOTARIZED)

AFFIDAVIT WHE	<u>RE BIDDER IS AN INDIVIDUAL</u>	2
STATE OF NEW YORK, COUNTY OF	ss:	being duly sworn says:
I am the person described in and who executed the respects true.	e foregoing bid, and the several matt	
Subscribed and sworn to before me this day of,	(Signature of the person	who signed the Bid)
Notary Public		
AFFIDAVIT WHE	ERE BIDDER IS A PARTNERSHII	2
STATE OF NEW YORK, COUNTY OF	ss:	being duly sworn says:
I am a member of bid. I subscribed the name of the firm thereto on b respects true.		d which executed the foregoing atters therein stated are in all
Subscribed and sworn to before me this day of ,	(Signature of Partner w	ho signed the Bid)
	•	
Notary Public		
AFFIDAVIT WHE	RE BIDDER IS A CORPORATIO	<u> </u>
STATE OF NEW YORK, COUNTY OF Pic	Mang ss:	
	above named corporation whose n	being duly sworn says: ame is subscribed to and which
executed the foregoing bid. I reside at	ated, and they are in all respects true	ē.
	(Signature of Partner w	ho signed the Bid)
Subscribed and sworn to before me this 10 day of My 44, 75/5	CESAR PIEDRAHITA Notary Public, State of New York.	
Notary Public	No. 01Pl6151715 Qualified in Richmond County, Commission Expires Aug. 21, 20	
CALA OE NEM AODA	C.5	BID BOOKLET

DEPARTMENT OF DESIGN AND CONSTRUCTION

DECEMBER 2013

AFFIRMATION

PROJECT ID. SEN002169

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:

proceeding p	ending relating to the responsibility or qualification of the bidder to rece	ive public contracts e
(If none, the	bidder shall insert the word "None" in the space provided above.)	
Full Name of Address: City 5tz+	Bidder: DiFyzio Industries 38 Kinsey Pl en Island State NY Zip Code	(630)
CHECK ONI	E BOX AND INCLUDE APPROPRIATE NUMBER:	
<u>/</u> /	Individual or Sole Proprietorship* SOCIAL SECURITY NUMBER	
B -	Partnership, Joint Venture or other unincorporated organization EMPLOYER IDENTIFICATION NUMBER	
<u>/</u> / _/ C-	Corporation EMPLOYER IDENTIFICATION NUMBER 73 170 6369	
By: Sign	nature Jahn D. Z	·
Title:	(eg dent	_
7.0		

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.

(NO TEXT ON THIS PAGE)

BID BOND 1 FORM OF BID BOND

CITY OF NEW YORK C-7 DEPARTMENT OF DESIGN AND CONSTRUCTION	BID BOOKLET SEPTEMBER 2008
effect.	
(c) In all respects perform the agreement created by the acceptance provided in the Information for Bidders, bound herewith and made a part hereo the aforesaid Proposal, then this obligation shall be null and void; otherwise to	f, or if the City shall reject
(b) Furnish a performance bond and separate payment bond, as ma for the faithful performance and proper fulfillment of such Contract, which bor all respects to the City and shall be executed by good and sufficient sureties, an	ids shall be satisfactory in
to the City all the executed counterparts of the Contract in the form set forth in in accordance with the proposal as accepted, and	me Contract Documents,
(a) Within ten (10) days after notification by the City, execute in c	quadruplicate and deliver
opening of bids and in the event of acceptance of the Principal's Proposal by the shall:	e City, if the Principal
NOW, THEREFORE, the conditions of this obligation are such that if withdraw said Proposal without the consent of the City for a period of forty-fiv	e (45) days after the
appurtenances in York Ave between E 61st Street and East 63rd Street; and between York Avenue and 1st Avenue including sewer, Wate traffic Work, together with all work incidental thereto.	TEast 62nd Street r Main, Street Lighting A Rorough of Manhattan
PROJECT ID: SEN002169 PIN: 8502014SE0042C - For the construction of appurtenances in York Ave between E 61st Street and East 63rd Street; and	
Whereas, the Principal is about to submit (or has submitted) to the City proposal, hereby made a part hereof, to enter into a contract in writing for	the accompanying
successors and assigns, jointly and severally, firmly by these presents.	
money well and truly to be made, we, and each of us, bind ourselves, our heirs,	executors, administrators,
10% of Amount (\$ Bid), Dollars lawful money of the United States, for the payment	ot of which said sum of
<u></u>	en percent of amount bid.
hereinafter referred to as the "Surety" are held and firmly bound to THE CITY hereinafter referred to as the "CITY", or to its successors and assigns in the pen	al sum of
	OF YEW YORK
1400 American Lane, Tower I. 18th Floor, Schaumburg, IL 60196-1056	
hereinafter referred to as the "Principal", and FIDELITY AND DEPOSIT COMPANY OF MARYLAND	
DIFAZIO INDUSTRIES 38 Kinsev Place, Staten Island, NY, 10303	
KNOW ALL MEN BY THESE PRESENTS. That we,	

DEPARTMENT OF DESIGN AND CONSTRUCTION

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.

(Seal)	DIFAZIÓ INDUSTRIES (L.S.)
	Principal
	By:
(Seal)	FIDELITY AND DEPOSIT COMPANY OF MARYLAND
	By: Surety
	Kelly D'Adalley, Attorney In Fact

BID BOND 3

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of NEW	York County of	Wasper	₩ ss:
On this (o	day of MA		5, before me personally came
Muc	DiChres		b, being by me duly sworn, did depose and say
that he resides at		DIETOWN	, coming of the only breath, and depose and only
			AEW GUDSTRIES
the corporation d	escribed in and which e	vecuted the foregoi	ng instrument; that he knows the seal of said
			is such seal; that it was so affixed by order of
	aid corporation, and that		
the antectors of s	ard corporation, and mai	inc signed ins nam	c thereto by fixe order.
			\circ
	Notary Publi	R PIEDRAHITA	Worm - Jourse
	No. (01PI6151715	Notary Public/
	Commission (10, State of New York 01Pl6151715 1 Richmond County Expires Aug. 21, 20	Notary Public
		0.=1,40	
	A CIVATORUI EDGLAT		A TO A DADONIED CITED
	ACKNOWLEDGME	ENT OF PRINCIPA	AL, IF A PARTNERSHIP
State of	Q C		•
State of	County of		ss:
On this	day of	,,	, before me personally appeared known to me to be one of the members of the
~ .			
firm of			escribed in and who executed the foregoing
	e acknowledged to me t	hat he executed the	same as and for the act and deed of said
firm.			
			·
			Notary Public
			·
	ACKNOWLEDGMI	ENT OF PRINCIPA	AL, IF AN INDIVIDUAL
State of	County of		SS:
On this			, before me personally appeared
	uu) 01		known to me to be the person described in
and who executed	the foregoing instrume		ed that he executed the same.
and who encoured	i me ioregoing manume	and acknowledg	ed that he executed the same.
	•		
			NT-4 D. 1.11 -
			Notary Public
	AEEIV ACVAIOWI EDO	CARCAUTO AND REIO	PIEICATION OF CURETIES
	AFFIA ACKNOWLEDO	JIVLEN IS AND JUS	TIFICATION OF SURETIES
		•	•

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK)

CITY OF NEW YORK) SS:

COUNTY OF NEW YORK)

On this 4th day of February, in the year 2015, before me personally came to me known, who, being by me duly sworn, did depose and say that Kelly O'Malley she resides in New York, NY that he/she is the Attorney-in-Fact of Fidelity And Deposit Company of Maryland, the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

Notary Public or Commissioner of Deeds

AKLIMA B NOORHASSAN
Notary Public - State of New York
NO. 01N06284493
Qualified in Queens County
My Commission Expires Jun 17, 2017

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by GERALD F. HALEY, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Vivian CARTI, Debra A. DEMING, Cynthia FARRELL, Sandra DIAZ, Jessica IANNOTTA, Annette LEUSCHNER, Edward REILLY, Kelly O'MALLEY and Evangelina L. DOMINICK, all of New York, New York, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of November, A.D. 2014.

ATTEST:

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

(SEAL)

THE STATE OF THE S



Bv

Assistant Secretary Eric D. Barnes

Lie D. Barry

State of Maryland City of Baltimore Vice President Gerald F. Haley

On this 18th day of November, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, GERALD F. HALEY, Vice President, and ERIC D. BARNES, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Maria D. Adamski, Notary Public

My Commission Expires: July 8, 2015

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND 600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition As Of December 31, 2013

ASSETS

Bonds Stocks	120 272 722
Stocks	139,272,722
Cook and Chant Tam. I	22,258,887
Cash and Short Term Investments	6,595,113
Reinsurance Recoverable	17,970,134
Other Accounts Receivable	
Tomas day	33,409,916
TOTAL ADMITTED ASSETS\$	219,506,772
Reserve for Taxes and Expenses \$ Coded Reinsurance Premiums Payable. Securities Lending Collateral Liability. TOTAL LIABILITIES \$ Capital Stock, Paid Up. \$5,000,000 Surplus \$ Surplus as regards Policyholders	50,547,235
Total\$	219 506 772
	417,300,772

Securities carried at \$58,378,690 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2013 would be \$223,222,696 and surplus as regards policyholders \$172,675,461.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2013.

•

State of Illinois City of Schaumburg

SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2014.

Notary Public

OFFICIAL SEAL DARRYL JOINER Notary Public - State of Illinois My Commission Expires May 3, 2014

Tax ID #:	73-	170	6	369	1
					• -

APT E-	
PIN #:	85015B0078

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 #	85015B0078	FMS P	roject ID)#:		SEN002169	
Project Title/ Agency PIN #	CONSTRUCTION OF COMBINE	D SEWERS A	ND APP	URTEN	ANCES	S/8502014SE	0042C
Bid/Proposal Response Date	FEBRUARY 24, 2015						
Contracting Agency	Department of Design and Co	nstruction					-
Agency Address	30-30 Thomson Avenue City	Long Islan	d City	State	NY	Zip Code	11101
Contact Person	Monika Beci	Title	_MWBE	Liaiso	n & C	ompliance A	nalvst
Telephone #	(718) 391-1128	Email	BeciM	o@ddc	.nyc.g	ov	
Project Description Jan	ach additional nades if pages 55		Contract of the Contract of th				

PROJECT ID: SEN002169

FOR THE CONSTRUCTION OF COMBINED SEWERS AND APPURTENANCES IN: YORK AVENUE BETWEEN EAST 61ST STREET AND EAST 63RD STREET; AND EAST 62ND STREET BETWEEN YORK AVENUE AND 1ST AVENUE

INCLUDING SEWER, WATER MAIN, STREET LIGHTING AND TRAFFIC WORK

Together With All Work Incidental Thereto BOROUGH OF MANHATTAN 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		
<u>Unspecified*</u>	10%		
or			
Black American	UNSPECIFIED*		
Hispanic American	UNSPECIFIED*		
Asian American	UNSPECIFIED*		
Women	UNSPECIFIED*		* .
Total Participation Goals	10%	Line 1	

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

Гах ID #:	13	(70	6369	APT E- PIN #:	85015B0078

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 Infor	mation				
Tax ID# 73 170 6	73 170 6369. FMS Vend			<u>00</u>	02543527.
Business Name Di Fazi	s Name Difario Industries Contact Person Joe Liga.				
Address 38 Lin	sey N.		Stater Ish	<u>ل</u>	NG 10303
Telephone # 718-720-6	ico Email		jæl øjdifa	نحز	oinf. net,
		T.,			
Section II: M/WBE Utilization Goal Calcu	ation: Check the appl	ica	ble box and complete su	bsec	tion.
PRIME CONTRACTOR ADOPTING AG					
For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE	Total Bid/Proposal Value		Agency Total Participation Goals (Line 1, Page 13)		Calculated M/WBE Participation Amount
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.	\$ 7,423,423	x	,10	=	\$ 742,342 Line 2
PRIME CONTRACTOR OBTAINED PA PARTICIPATION GOALS			OVAL: ADOPTING MO	DIFIE	ED M/WBE
For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Modified M/WBE	Total Bid/Proposal Value		Adjusted Participation Goal (From Partial Waiver)		Calculated M/WBE Participation Amount
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.	\$	X			\$ Line 3

Tax ID #:	73	170	6369	
		<u> </u>	(

APT E-	
PIN #:	85015B0078

review the Notice to Prospect	Plan: How Proposer/Bidder Will Fulfill M/WBE Participation Goals. Please ive Contractors for more information on how to obtain credit for M/WBE le box. The Proposer or Bidder will fulfill the M/WBE Participation Goals:	
contract the value of which is at	actor that will self-perform and/or subcontract to other M/WBE firms a portion or least the amount located on Lines 2 or 3 above, as applicable. The value of an BE firms will not be credited towards fulfillment of M/WBE Participation Goals. ime Contractor:	f the y
As a Qualified Joint Venture and/or the value of any work sub above, as applicable. The value fulfillment of M/WBE Participation	tractor that will enter into subcontracts with M/WBE firms the value of which is	3
Section IV: General Contract Inf		
services, regardless of M/WBI		
	Enter brief description of the type (s) and dollar value of subcontracts for all any sery less points subcontracting if awarded this contract. For each item, indicate whether the work's designated participation by MBEs and/or WBEs and the time frame in which such work is scheduled to beg end. Use additional sheets if necessary. The Royal American Street St	d for
	TOO A POSSIBLE AND HOLINGS DOBLED MARKET TO THE TOTAL THE TOTAL TO T	
✓ Scopes of Subcontract Work	9. Testing Lab 40,000 WTE 10. Tseesking 55000 KISS 11. Mise Labor 40,000 KISS 12. 13.48	
	16 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	
		,

APT E-	
PIN #: _	85015B0078
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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 \hat{v} -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	Jag Jugo	Date	3/9/15	
Print Name	Joe Ligg	Title	PiM	

Project ID. SEN 202169

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: Difazio	1 Industr	7.05
DDC Project Number: SENOU	2169.	
Company Size: Ten (10)	employees or less	
Greater t	han ten (10) employees	
Company has previously worked for DDC	YES	NO NO
2. Type(s) of Construction Work	Z	
TYPE OF WORK General Building Construction Residential Building Construction Nonresidential Building Construction Heavy Construction, except building Highway and Street Construction Heavy Construction, except highways Plumbing, Heating, HVAC Painting and Paper Hanging Electrical Work Masonry, Stonework and Plastering Carpentry and Floor Work Roofing, Siding, and Sheet Metal Concrete Work Specialty Trade Contracting Asbestos Abatement Other (specify) 3. Experience Modification Rate:	LAST 3 YEARS	THIS PROJECT
The Experience Modification Rate (EMR) is a Insurance (NCCI). This rating is used to deter insurance. The contractor may obtain its EMF contractor cannot obtain its EMR, it must subr	mine the contractor's premiu R by contacting its insurance	m for worker's compensation broker or the NCCI. If the
CITY OF NEW YORK	21	BID BOOKLĖT

Project ID.	SEN	0021	69	

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
5011		MILESTATE RATE
2012		199
7013	The second secon	90
The state of the s		

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	Inform	ation:
----	------	--------	--------

YES	7 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 impatient hospitalizations, all amputations and all losses of an ene)

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.

Incident Rate =	Total Number of Incidents	3 X 200,000
	Total Number of Hours Worked by	y Employees
YEAR	TOTAL NUMBERS OF HOURS WORKED BY	INCIDENT RATE
2011	EMPLOYEES	
		7.05
2012	165 904	1.7
2013	155,656	0
CITY OF NEW YORK	77	

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)

XES NO	Contractor previously audited by the DDC Office of Site Safety.
	DDC Project Number(s): SER-002299 HWH166KK
YESNO	Accident on previous DDC Project(s).
	DDC Project Number(s): HUK-1641 SEL-01271 SEL-0299
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: $3 - (-20)$	5 By: 1
	(Signature of Owner, Partner, Corporate Officer)
	Title: President
	TOTAL Companions of the contribution of the co

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

Injuries and Illnesses Log of Work-Related

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Note: You can type input into this form and save it. Because the forms in this recordeeping package are 'fillablewritable' PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader, in addition, the forms are programmed to auto-calculate as appropriate.

U.S. Department of Labor occupational series and Haath Administration Funn approved UMB no 1218-0176 9 Salect the "Injury" column choose one type of illness; Year 20 14 ž State Establishment name Difazio Industries *45 Q 3 on, Staten Island 3 71 days 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 seriety and health purposes. £ Job transfer Other record or controller able cases Remained at Work SELECT ONLY ONE box for each case based on the most verbus extreme for that case: Ī € Classify the case You must record information about every work-related death and about every work-related injury or litheas that involves loss of consciousness, restricted work activity or job literastes, days every from work, or medical treatment beyond first aid. You must also record self-injury or lithe state literasses that are disposable by a physician or format care professional. You must also record work-related injuries and litheasses that meal any of the specific recording criteria is seed to 29 CFR Part 1904.8 through those lower literature and single case if you need to. You must complete an injury and timess incident Report (OSHA Form 301) or equivalent form for each injury or timess recorded on this form if you're not sure whether a case is recordeable, call your local OSHA office for help. Death õ Page totals Describe infury or illness, parts of body affected, and objectivabitance that directly infured or made person ill (e.g., Second degree burns on right jurearn from deryifene turch). Cut left thumb 5 stiches Fractured Pelvis Where the event occurred (e.g.: Luading dock north end) Weed Ave SINY Nostrand Ave BKLYN Describe the case (D)
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Hitness
(e.g., 2/10) 14 mon day Tonhiday munty day 1631 minu mester car den / Jay morti des Allow / Gay AND THE CITY Job nite (e.g., Welder) Operator Labor Q Anthony Silvestri Martin Schaaf Employee's name Identify the person 0

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

Summary of Work-Related Injuries and Illnesses

Year 201 3

U.S. Department of Labor
Decupational Barty and Heath Administration
Item approved OMB to. 1918 (07s)

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entires are complete and accurate bofore completing this summary.

Using the Log, count the individual entries you marke for each calegoy. 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 CFA Part 1904, 35, in OSHA's recordisepting rule, for further delaits on the access provisions for these forms.

Number of Cases	ases.		
Total number of deaths	Total number of cases with days	Total number of cases with jub transfer or restriction	Total number of other recordable cases
(9)	Orange and American control of the C	0	(6)
Number of Days	ays		
Total number of days away from work		Total number of days of job transfer or restriction	
0 8	ŀ	0	
Injury and Illness Types	ness Types		
Total number of (M) (1) Injuries	0	(4) Poisonings	0
(2) Skin disorders (3) Respiratory conditions	0 0	(5) Hearing loss (6) All other illnesses	44

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

加めばい Safety Director

Leerlify that I have examined this document and that to the best of my

knowledge the entries are true, accutate, and complete.

Public reporting bender for this collection of information is estimated to average 86 minutes per terptime, including time to review the instructions, search and guider the dust invested, and complete and review for excitation of communical and the many are not required to respond to the collection of information unders it displays a correctly valid OMS reviers morbe. If you have say comments about how any other any value space to this data collection, constain 18 Papartoner of Jahon, OSHA Office of Sastistical Analysis, Roum Wildle, 200 Constitution Aversia, NA, Waltington, DU 20210. Book total the compliced forms to this uffice.

Establishment information
Your establishment name DiFazio Industries
Street 38 Kinsey Place
City Staten Island Suc NY zip 10303
Industry description (e.g., Manufartur of motor trink trailers) Constituction
Standard Industrial Classification (NC), if known (cg. 3715)
OR. North American Industrial Classification (NAICS), if known (e.g., 336212)
Employment information (if you don't have there jigues, set the Worksheet on the back of this page to estimate.)
Annual average intimber of employees.
Total thours worked by all employees last year 155,656
Sign here
Knowingly falsifying this document may result in a fine.

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

Log of

Attention: This form contains information relating to employee health and must be used in a manner that

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Year	U.S. D

Log of Work-Related Injuries and Illnesses The control of the con	Protects the confidentiality of employees to the extent Year 20 1 3 Vision to possible while the information is being used for occupational safety and health purposes. Set I'm inclines has of consciousness, restricted work activity or job transfer. Set I we incline the inclines and likesses has an elementary and beath. Set I we incline the incline and likesses has an elementary and health purposes.	the listed in 29 CFR Part 1904 & Proposition in Apparatus in the too. To requirement form for each rejury or inness recorded on this. To requirement form for each rejury or inness recorded on this.	Classify the case CHECK ONLY ONE box for each case Check the number of based on the most serious outcome for days the injured or that case; If you can was and object/substance that directly injured.	Death Promised at Work. Seath Promise Character Construction transfer or restriction able cases. (G) (H) (I) (I) (L) (K) (I.)									
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· · · · · · · · · · · · · · · · · · ·	of Work-Related of information about every work-realed beath and about every work, or medical treatment beyond first aid, you must also	a'i You must also hecord work related injunes and ilmesses. Or a single case if you need to, You must complete an injury oof sure whether a case is recordable, call your focal OSAA	(C) Job title (e.g.: Welder)		(Pontyoles)	Angagasu Angagasu	T. CONTROLLER	ASADISSA	(AUC) HISSU	Sty 24 Joseph Comment of the Comment	ANTONIOSI	W. W	•

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

Summary of Work-Related Injuries and Illnesses

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Injury and Illnes	Total number of (M)	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions

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

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

Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or lithess that involves toss of consciousness, restricted work activity or job transfer, care professionar you must also record significant also record significant work-related righters and illnesses that are less that are also record work-related righters and illnesses that meet any of the specific recording criterial size of 25 CFR Pair 1904. B through 1904, 12, Feel thee to the wines for a single case if you need to, you must complete an thiny and titless incident Report (GSHA Form 301) or equivalent form for each injury or illness recorded on this

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

Year 207

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Date of injury Where the event occurred (e.g., Loading dock north end) Public reporting harders for tha collection of information is estimated to average 14 minutes per response, including time to review behaviorable activated and complete and review the collection of information. Persons are not required to respond to the collection of information, the parts of departs and comments to respond to the collection of information unrests it definely wide OMB counter Ambrille II four these are continued and continue to the collection of the collection counter US Department of Labor, OSHA Office of Statistical Analysis, Room Nidoles, 200 Constitution Avenue, NW, Weshington, DC 20210. Do not send the completed forms to this office. Describe the case 46 Free See Danteuer Laborer Land of illness or onset monthicay morthyday residividay. month/day recutiday (C) Job title (e.g., Walter) Identify the person Employee's name €.5

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

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordiseping package are "illable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 14

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

Occupational Safety and Health Adm

Establishment information

Your establishment name Difzio Industries

Form approved OMB, no 1218/0176

	O	(5) Hearing loss	0	(2) Skin disorders
	0	(4) Paisonings	2	(1) Injuries
			•	Total number of (M)
			ess Typcs	Injury and Illness Typcs
		(1)		3
		Total number of days of job transfer or restriction		Total number of days away from work 71
			ys.	Number of Days
	6	(1)	3	(G)
		0		0
	Total number of other recordable cases	Total number of cases with job transfer or restriction	Total number of cases with days away from work	Total number of deaths
			ses	Number of Cases
Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited accidences to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.	ight to review the OSHA Fo OSHA's recordkeeping rul	ir representatives have the r ee 29 CFR Part 1904.35, in	r employees, and the 01 or its equivalent. S	to the OSHA Form 3 these forms
All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the antries are complete and accurate before completing this summary. 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."	page, even if no work-rela d accurate before completi ory. Then write the totals b	All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or ilin Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sun every page of the Log. If you had no cases, write "0."	All establishments covered by Part 1904 must comple Remember to review the Log to verify that the entries Using the Log, count the individual entries you made every page of the Log. If you had no cases, write '0."	All establishments on Remember to review Using the Log. con every page of the Log.

Plinte 24-220-6266 Date 21/15 my knowledge the entries are trye, accurate, and complete. I certify that I have examined this document and that to the best of Knowingly falsifying this document may result in a fine. Yout hours worked by all employees last year Annual average number of employees Standard Industrial Classification (SIC), if known (e.g., 3715) Employment information (If you don't have these figures, see the North American Industrial Classification (NAICS), if known (e.g., 336212) Worksheet on the next page to estimate.) Industry description (e.g., Manufacture of motor cruck trailers). Street Heavy Construction Staten Island 38 Kinsey Place State NY Time y Director 170997 Save Input 2 _{Zip} 10303

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

(3) Respiratory conditions

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(6) All other illnesses

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APPRENTICESHIP PROGRAM QUESTIONNAIRE

PROJECT ID:)

DEPARTMENT OF DESIGN AND CONSTRUCTION

SEN002169

The bidder must submit a completed and signed Apprenticeship Program Questionnaire.

	Name of Bidder:	Difazio :	Endustrie	<u>\$</u>
1.	Does the bidder have an A [Note: Participation may b	e by either direct sponso	appropriate for the type a prship or through collect	and scope of work to be performed? ive bargaining agreement(s).]
2.	Has the bidder's Apprent Commissioner of Labor?	riceship Program been	registered with, and a	approved by, the New York State
3.	Has the bidder's Apprent opportunities?		three years of successf	ful experience in providing career
experi	answer to Question #3 is ience the Apprenticeship Proif necessary.	"Yes", the bidder shaperam has had in provide	ll, in the space below, ling career opportunities	provide information regarding the s. The bidder may attach additional
	We for through flogram collecti with	the variable care the verbare the u	racious outlined paining hions	apprenticeship in our agreements
Bidder By: Date:	×	there or Corporate Office	Title:	President.
CITY C	OF NEW YORK		20	PID POOKI ET

SEPTEMBER 2008

MEMORANDUM OF AGREEMENT BETWEEN INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 14-14B AND LOCAL 15-15A AND

THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK, INC. ("GCA")

DATED: June 30, 2014

- The four year collective bargaining agreement shall be effective July 1, 2014 and shall expire June 30, 2018.
- 2) The monetary total wage and benefit package increase, effective July 1 of each year, is 3.0%, not compounded, and based on the total package of wages and benefits in effect on June 30, 2014.
- Local 14-14B and Local 15-15A agree to waive any paid sick leave or vacation leave pursuant to any legislation passed in New York City.
- 4) The GCA and Local 14-14B and Local 15-15A agree to form a target committee to address non-union competition in heavy construction.
- 5) The GCA and Local-14-14B agree to develop a Local 14 apprenticeship program by committee.
- 6) The GCA and Local 14-14B and Local 15-15A agree to form a committee that will develop and implement a standardized drug and alcohol testing program for all job sites.
- The GCA and Local 15-15A agree to review the provisions in the collective bargaining agreement concerning pumping.

Various language changes to be effective on all jobs bid and started after July 1, 2014; these changes shall not be used to displace any Operating Engineer employed as of June 30, 2014:

- 8) Pay for Working Maintenance Foreman
 - a) Single Shift Rate of Pay- shall be the hourly rate of pay of the Local 15-15A 20-ton and over Cherrypicker rate.
 - b) Hours of Pay- maximum daily hours of any one Local 14-14B or Local 15-15A Operating Engineer on the job each day (single shift), excluding the hours for Powerhouses, refrigeration, soil solidification, wellpoint, cofferdam, continuous pumping installations, and other similar type operations and/or installations on a seven (7) day basis, and any equipment listed below in item # 9.
 - c) Lump sum payment of sixty-five dollars (\$65.00) per payroll week.

On a job utilizing more than one shift, the Working Foreman Maintenance Engineers/
Mechanic/Shop Steward shall be entitled to only the early start overtime for his/her shift when a
machine falling under the jurisdiction of Local 14-14B or Local 15-15A is operated during that
overtime, excluding Powerhouses, refrigeration, soil solidification, wellpoint, cofferdam,
continuous pumping installations, and other similar type operations and/or installations on a
seven (7) day basis and any equipment listed below in item # 9.

Initialed by

 Saturday or Sunday and Overtime Employment for Working Foreman Maintenance Engineers/Mechanic/Shop Steward

If any machine Pailing under the jurisdiction of Local 14-14B or Local 15-15A- is operated on a Saturday, Sunday, Holiday or during any overtime on any shift, then the Working Foreman Maintenance Engineers/Mechanic/Shop Steward shall be employed.

However, on Saturdays, Sundays, and Holidays only, the Working Foreman Maintenance Engineers/Mechanic/Shop Steward shall not be required to be employed if one or more of the following pieces of equipment are the only pieces of equipment operated on any shift (Straight Time/Off-shift/Overtime): Water Pumps, Light Generators, Wellpoints, Deepwells, Dewatering Pumping Systems, Generators, Grout Pump, Heaters, Mixers, Mudsucking, Welders, Compressors, Compressors in Battery. However, if any other equipment failing under the jurisdiction of Local 14-14B or Local 15-15A is operated, either by itself or in conjunction with the above-listed pieces of equipment, then the Working Foreman Maintenance Engineers/Mechanic/Shop Steward shall be employed.

10) Saturday or Sunday, Holidays and Overtime Employment for the Master Mechanic

However, on Saturdays, Sundays, and Holidays only, the Master Mechanic shall not be required to be employed if one or more of the following pieces of equipment are the only pieces of equipment operated on any shift (Straight Time/Off-shift/Overtime): Water Pumps, Light Generators, Deepwells, Dewatering Pumping Systems, Generators, Heaters, Mixers, Mudsucking. For Wellpoints, Welding Machines (excluding structural steel), Compressors (1-185 CFM Compressor in the first (1st) year and up to one (1) 400 CFM compressor beginning July 1, 2015) if a Local 14 operator other than the Master Mechanic is operating the equipment, the Master Mechanic shall not be required. However, if any other equipment falling under the jurisdiction of Local 14-14B or Local 15-15A is operated, either by itself or in conjunction with the above-listed pieces of equipment, then the Master Mechanic shall be employed.

The Master Mechanic shall not be employed when maintenance is performed on equipment under the jurisdiction of Local 15-15A on Saturdays, Sundays, Holidays or Overtime.

- 11) A Local 15-15A Operator may operate up to and including eight (8) pumps at the pump rate.
- 12) A Local 15-15A Oiler on an excavator may also operate a grout pump if the Oiler is paid at the Maintenance Engineer rate.
- 13) A Local 15-15A Operator on deepwell dewatering systems and/or electrical submersible pumps may operate up to and including eight (8) pumps at the pump rate. From nine (9) and up to and including twelve (12) pumps, the Local 15-15A Operator will be paid at the Maintenance Engineer rate. On July 1, 2016, the count to be paid at the Maintenance Rate shall increase from nine (9) and up to and including fifteen (15) pumps.
- No Local 15-15A Oiler shall be required on a spreader with a happer capacity of up to and including 6.5 tons.
- 15) For Local 15-15A Oliers on Excavators 60,000 pounds and over:

initialed by

An Oiler may maintain two (2) excavators and a combination of any two (2) pumps or light towers (i.e. either two (2) pumps, two (2) light towers or one (1) pump and one (1) light tower). The Oiler may also perform maintenance duties and shall be paid at the Maintenance Rate.

16) Light Tower Operators may operate up to and including seven (7) lights and receive pay at the generator rate. For between eight (8) and up to and including twelve (12) lights, the light tower operator will receive pay at the Local 15-15A Maintenance Rate. As of July 1, 2016, the count for the Maintenance rate will increase up to and including fifteen (15) lights.

All Generators and/or Light Towers (including but not limited to Halogen lights and string lights), regardless of size or type, utilized to provide temporary power or lighting to the work area or jobsite shall fall under Local 15-15A's jurisdiction, and they shall be manned, operated and maintained by Local 15-15A Maintenance Engineers pursuant to the manning requirements listed above. No manning is required on a generator that provides power for the first light stand, provided it does not exceed 1000 watts.

- 17) No manning will be required on generators powering small tools.
- 18) Master Mechanic/ Working Maintenance Poreman
 - a) The value of projects requiring a Master Mechanic and Working Maintenance Foreman will increase to \$70 million as of July 1, 2014.
 - b) Effective July 1, 2014, one (1) 185 CFM compressor is excluded from the count for the Master Mechanic and Working Maintenance Foreman.
 - c) Effective July 1, 2015, up to one (1) 400 CFM compressor is excluded from the count for the Master Mechanic and Working Maintenance Foreman.
- Water rig marine work dollar value will increase to \$10 million.
- 20) BBO Language Article 1, Section 2(g)-"Declaration of Principles" to be changed as follows:

The GCA, The Employer and the unions agree that they will not refuse to hire or employ any individual, nor will they bar or discharge from employment any individual, nor will the discriminate against any individual, in compensation or in terms, conditions or privileges of employment because of an individual's race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, military status, predisposing genetic characteristics, domestic violence victim status or citizenship status in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, domotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment.

This Memorandum of Agreement shall be in agreement with all aspects of the Collective Bargaining Agreement.

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All provisions listed in this Memorandum of Agreement are subject to ratification by the Executive Committee of the General Contractors Association of New York and the members of Local 14-14B and Local 15-15A.

AGREED TO ON BEHALF OF THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK, INC.

By: Menny Millerton
Denise M. Richardson
Managing Director

AGREED TO ON BEHALF OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 14-14B

Ry:

Edwin L. Christian
Business Manager

By:

Christopher Confrey
President

By: John IC Powers

Recording/Corresponding Secretary

AGREED TO ON BEHALF OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 15-15A

By: Thomas A. Cullahan

President and Business Manager

By: Christopher Thomas

Recording Secretary

Initialed by: (EC) 410 CT.

AGREEMENT BETWEEN

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 14-14B AND LOCAL 15-15A

AND THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK, INC.

DATED: June 30, 2014

The General Contractors Association of New York and Local 14-14B and Local 15-15A agree that a concrete pump that is used for two (2) days or less in a week will not count toward the count of equipment required to employ a Master Mechanic or a Working Foreman Maintenance Engineer provided that it is the sole piece of equipment that is triggering the count.

AGREED TO ON BEHALF OF THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK, INC.

By: Mind M. Richardson
Managing Director

AGREED TO ON BEHALF OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL

Edwin L. Christian Business Manager

the land

John R. Powers

Recording/Corresponding Secretary

AGREED TO ON BEHALF OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL

15-15A

14-1413

By:

By:

Thomas A. Callahan

President and Business Manager

Christopher Thomas

Recording Secretary

6/30/2014

Christopher Confrey

President

AGREEMENT BETWEEN

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 14-14B AND LOCAL 15-15A AND

THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK, INC.

DATED: June 30, 2014

The General Contractors Association of New York and Local 14-14B and Local 15-15A agree to the following:

Storm Warning: In the event of a "Storm Warning" issued by the National Weather Service, the GCA will coordinate with the business managers of Local 14-14B and Local 15-15A to discuss closing job sites down for the storm duration. In the event that job sites are shut down due to a storm, the operating engineers will be paid only for the hours worked in the week that that storm occurs. The Employer, at its sole discretion, may bring in a Local 14-14B or Local 15-A Operating Engineer(s) as needed to clean, protect or make the worksite safe.

Emergency Shutdown Language: In the event that a public official, including the President of the United States, the Governor of the State of New York or the Mayor of the City of New York or any other elected officials of any other jurisdiction in which Local 14-14B or Local 15-15A members may be employed by a GCA member or its subcontractors ("Employer"), declare a state of emergency, or a project shutdown by a public owner or other government agency declare a state of emergency, or a project shutdown by a public owner or other government agency, the Employer shall have sole discretion as to manning the job as the Employer sees fit.

Such emergency discretion does not permit the Employer to assign Local 14-14B or Local 15-15A's work, classifications, or equipment to anyone other than Local 14 or 15 members. If during a period of emergency the Employer performs any work, or utilizes any classifications or equipment which falls under the Operating Engineers' jurisdiction, then such work, classifications or equipment will be performed, manned and operated by members of Local 14-14B and Local 15-15A in accordance with the Local 14-14B and Local 15-15A-GCA Heavy Construction Agreement.

AGREED TO ON BEHALF OF THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK, INC.

Managing Director	
AGREED TO ON BEHALF OF THE INTER	NATIONAL UNION OF OPERATING ENGINEERS LOCAL
14-14B By:	Jan Mall
Edwin L. Christian 6/3-14	Christopher Confrey John R. Powers
Business Manager	President Recording Corresponding Secretary
AGREED TO ON BEHALF OF THE INTER	NATIONAL UNION OF OPERATING PAGINEERS LOCAL
15-15A	
By: A Callahan Thomas A. Callahan President and Business Manager	Ory By: 6/30/2014 Christopher Thomas Recording Secretary

United Brotherhood of Carpenters and Joiners of America new york city & vicinity district council of carpenters

JOSEPH A. GEIGER
Executive Socretury - Treasurer

STEPHEN C. McInnis

MICHAEL P. CAVANAUGH Vice President



395 Hudson Street - 9th F_{LOOR}

New York, N.Y. 10014

Phone: (212) 366-7500

Fax: (212) 675-3118

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July 1, 2014

New York City District Council of Carpenters Rates for General Contractors Assoc. Timbermen Effective July 1st 2014-June 30th 2015

WAGES

CATERGORY	TIMBERMEN	
OF		
WORKER		
JOURNEYMAN	44.33	
FOREMAN	47.33	
GENERAL FOREMAN	50.33	
1 ST YEAR	17.73	
2 ND YEAR	22.16	
3 RD YEAR	28.81	
4 TH YEAR	35.46	

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FRINGE BENEFITS JOURNEYMAN

FRINGE	TIMBERMEN	
BENEFIT	/	
FUND	/	
WELFARE	14.64 🇸	
PENSION	13.31	
ANNUITY	8.50	
A.J.R.E.I.F.	.70	
VACATION	7.19	
SUPPLEMENTAL	.05 🗸	
INT'L BRTHHD	.10 /	
CARP (IBC)		
SUPPLEMENTAL	.1.00	
PENSION		
NYDCC LABOR	.28 /	
MANAGEMENT	V	
TOTAL	45.77	

United Brotherhood of Carpenters and Joiners of America new york city & vicinity district council of carpenters

JOSEPH A. GEIGER
Executive Secretary - Treasurer

STEPHEN C. McInnis
President

MICHAEL P. CAVANAUGH Vice President



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FRINGE BENEFITS APPRENTICE

FRINGE	TIMBERMEN
BENEFIT	
FUND	
WELFARE	14.64
PENSION	6.66
ANNUITY	4.25 🗸
A.J.R.E.I.F.	.70
VACATION	3.59
SUPPLEMENTAL	.05
INT'L BRTHHD CARP	.10
(IBC)	
SUPPLEMENTAL	.1.00
PENSION	
NYDCC LABOR	.28
MANAGEMENT	
TOTAL	31.27

JOSEPH A. GEIGER
Executive Secretary - Transcret

STEPHEN C. McInnis

MICHAEL P. CAVANAUGH Vice President



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INSTITUTED AUGUST 12171, 1881

July 1, 2014

New York City District Council of Carpenters Rates for Independent Building Construction Contractors Effective July 1st 2014-June 30th 2015.

WAGES

Tony Civis han

CATERGORY	CARPENTER
OF	BUILDING
WORKER	COMMERCIAL
JOURNEYMAN	49.88
FOREMAN	52.88
GENERAL FOREMAN	55.88
1 ST YEAR	19.95
2 ND YEAR	24.94
3 RD YEAR	32.42
4 TH YEAR	39.90

FRINGE BENEFITS JOURNEYMAN

FRINGE BENEFIT FUND	CARPENTER BUILDING COMMERCIAL
WELFARE	14.64
PENSION	12.25
ANNUITY	8.36
A.J.R.E.I.F.	.70
VACATION	7.10
SUPPLEMENTAL	.05
INT'L BRTHHD CARP (IBC)	.10
SUPPLEMENTAL PENSION	,1.00
NYDCC LABOR MANAGEMENT	.28
TOTAL	44.48

United Brotherhood of Carpenters and Joiners of America NEW YORK CITY & VICINITY DISTRICT COUNCIL OF CARPENTERS

JOSEPH A. GEIGER Executive Secretary - Treasurer

STEPHEN C. McINNIS President

MICHARL P. CAVANAUGH Vice President



INSTITUTED AUGUST 171H, 1881

395 Hudson Street - 970 Floor New York, N.Y. 10014 PHONE: (212) 366-7500 Fax: (212) 675-3118 www.nycdistrictcouncil.com

FRINGE BENEFITS APPRENTICE

FRINGE	CARPENTER
BENEFIT	BUILDING
FUND	COMMERCIAL
WELFARE	14.64
PENSION	6.13
ANNUITY	4.18
A.J.R.E.I.F.	.70
VACATION	3.55
SUPPLEMENTAL	.05
INT'L BRTHHD CARP	.10
(IBC)	
SUPPLEMENTAL	.1.00
PENSION	
NYDCC LABOR	.28
MANAGEMENT	
TOTAL	30.63

JOSEPH A. GEIGER
Executive Secretary - Treasurer

STEPHEN C. McInnis President

MICHAEL P. CAVANAUGH Vice President



395 HUDSON STREET - 9™ FLOOR

New York, N.Y. 10014

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www.nycdistrictcouncil.com

July 1, 2014

New York City District Council of Carpenters Rates for General Contractors Assoc. Heavy Carpenter Effective July 1st 2014-June 30th 2015

WAGES

CATERGORY	HEAVY	ECONOMIC	PRIVATE	MANHATTAN	B-12
OF	CARPENTER	STIMULUS	RESIDENTIAL	RESIDENTIAL	RATES
WORKER		PLA	PLA 80%	PLA(B-12A)	
JOURNEYMAN	48.35	47.29	41.35	46.29	48.35
FOREMAN	51.35	50.29	44.35	49.29	51.35
GENERAL FOREMAN	54.35	53.29	47.35	52.29	54.35
1 st YEAR	19.34	18.92	16.54	18.52	19.34
2 ND YEAR	24.17	23.64	20.67	23.14	24.17
3 ^{RB} YEAR	31.43	30.74	26.88	30.09	31.43
4 TH YEAR	38.68	37.83	33.08	37.03	38.68

FRINGE BENEFITS JOURNEYMAN

FRINGE	HEAVY	ECONOMIC	PRIVATE	MANHATTAN	B-12
BENEFIT	CARPENTER	STIMULUS	RESIDENTIAL	RESIDENTIAL	RATES
FUND		PLA	PLA 80%	PLA(B-12A)	
WELFARE	14.64	13.64	14.48	14.64	14.64
PENSION	13.31	12.31	13.31	12.31	13.31
ANNUITY	9.04	5.10	2.38	5.10	9.04
A.J.R.E.L.F.	.70	.70	.70	.70	.70
VACATION	7.38	6.66	2.75	6.66	7.38
SUPPLEMENTAL	.05	.05	.05	.05	.05
INT'L BRTHHD	.10	.10	.10	.10	.10
CARP (IBC)					***
SUPPLEMENTAL	.1.00	1.00	1.00	1.00	.1.00
PENSION					72.77
NYDCC LABOR	.28	.28	.28	.28	.28
MANAGEMENT					
TOTAL	46.50	39.84	35.05	40.84	46.50

JOSEPH A. GEIGER
Executive Secretary - Treasurer

STEPHEN C. McINNIS President

MICHAEL P. CAVANAUGH Vice President



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FRINGE BENEFITS APPRENTICE

FRINGE BENEFIT	HEAVY CARPENTER	ECONOMIC STIMULUS	PRIVATE RESIDENTIAL	MANHATTAN RESIDENTIAL	B-12
FUND	CARPENIER	PLA	PLA 80%	PLA(B-12A)	RATES
WELFARE	14.64	13.64	14.48	14.64	14.64
PENSION	6.66	6,16	6.66	6.16	6.66
ANNUITY	4.52	2,55	1.19	2.55	4.52
A.J.R.E.LF.	.70	.70	.70	.70	.70
VACATION	3.69	3.33	1.37	3.33	3.69
SUPPLEMENTAL	.05	.05	.05	.05	.05
INT'L BRTHHD CARP (IBC)	.10	.10	.10	.10	.10
SUPPLEMENTAL PENSION	.1.00	1.00	1.00	1.00	.1.00
NYDCC LABOR MANAGEMENT	.28	.28	.28	.28	.28
TOTAL	31.64	27.81	25.83	28.81	31.64

JOSEPH A. GEIGER
Executive Secretary - Treasurer

STEPHEN C. McInnis President

MICHAEL P. CAVANAUGH Vice President



INSTITUTED AUGUST 13TH, 1881

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July 1, 2014

New York City District Council of Carpenters Rates for General Contractors Assoc, NY Dockbuilders Effective July 1st 2014-June 30th 2015

WAGES

CATERGORY	NEW YORK	ECONOMIC	PRIVATE	MANHATTAN	B-12
OF	DOCKBUILDER	STIMULUS	RESIDENTIAL	RESIDENTIAL	RATES
WORKER		PLA	PLA 80%	PLA(B-12A)	
JOURNEYMAN	48.35	47.29	41.35	46.29	48.35
FOREMAN	51.35	50.29	44.35	49.29	51.35
GENERAL FOREMAN	54.35	53.29	47.35	52.29	54.35
MARINE DIVER	61.30	61.30	61.30	61.30	61.30
MARINE TENDER	43.45	43.45	43.45	43.45	43.45
1 ST YEAR	19.34	18.92	16.54	18.52	19.34
2 ND YEAR	24.17	23.64	20.67	23.14	24.17
3 RD YEAR	31.43	30.74	26.88	30.09	31.43
4 TH YEAR	38.68	37.83	33.08	37.03	38.68

FRINGE BENEFITS JOURNEYMAN

FRINGE	NEW YORK	ECONOMIC	PRIVATE	MANHATTAN	B-12
BENEFIT	DOCKBUILDER	STIMULUS	RESIDENTIAL	RESIDENTIAL	RATES
FUND		PLA	PLA 80%	PLA(B-12A)	
WELFARE	14.64	13.64	14,48	14.64	14.64
PENSION	13.31	12.31	13.31	12,31	13.31
ANNUITY	9.04	5.10	2.38	5.10	9.04
A.J.R.E.I.F.	.70	.70	.70	.70	.70
VACATION	7.38	6.66	2.75	6.66	7.38
SUPPLEMENTAL	.05	.05	.05	.05	.05
INT'L BRTHHD	.10	.10	.10	.10	.10
CARP (IBC)		***************************************			
SUPPLEMENTAL	.1.00	1.00	1.00	1.00	.1.00
PENSION					
NYDCC LABOR	.28	.28	.28	.28	.28
MANAGEMENT				·	
TOTAL	46.50	39.84	35.05	40.84	46.50

JOSEPH A. GEIGER
Executive Secretary - Tressurer

STEPHEN C. McInnis President

MICHAEL P. CAVANAUGH Vice President



INSTITUTED AUGUST 17TH, 1881

395 Hudson Street - 9th Floor New York, N.Y. 10014

> PHONE: (212) 366-7500 Fax: (212) 675-3118

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FRINGE BENEFITS APPRENTICE

FRINGE	NEW YORK	ECONOMIC	PRIVATE	MANHATTAN	B-12
BENEFIT	DOCKBUILDER	STIMULUS	RESIDENTIAL	RESIDENTIAL	RATES
FUND		PLA	PLA 80%	PLA(B-12A)	
WELFARE	14.64	13.64	14.48	14.64	14.64
PENSION	6.66	6.16	6.66	6.16	6.66
ANNUITY	4.52	2.55	1.19	2.55	4,52
A.J.R.E.I.F.	.70	.70	.70	.70	.70
VACATION	3.69	3.33	1.37	3.33	3.69
SUPPLEMENTAL	.05	.05	.05	.05	.05
INT'L BRTHHD CARP	.10	.10	.10	.10	.10
(IBC)			<u> </u>		
SUPPLEMENTAL	.1.00	1.00	1.00	1.00	.1.00
PENSION					
NYDCC LABOR	.28	.28	.28	.28	.28
MANAGEMENT					
TOTAL	31,64	27,81	25.83	28.81	31.64

JOSEPH A. GEIGER Executive Secretary - Treasuser

STEPHEN C. McInnis President

MICHAEL P. CAVANAUGH Vice President



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New York, N.Y. 10014

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July 1, 2014

New York City District Council of Carpenters Rates for Independent NY Dockbuilders Effective July 1st 2014-June 30th 2015

WAGES

CATERGORY	NEW YORK	ECONOMIC	PRIVATE	MANHATTAN	B-12
OF	DOCKBUILDER	STIMULUS	RESIDENTIAL	RESIDENTIAL	RATES
WORKER		PLA	PLA 80%	PLA(B-12A)	
JOURNEYMAN	48.35	47.29	41.35	46.29	48.35
FOREMAN	51.35	50.29	44.35	49.29	51.35
GENERAL FOREMAN	54.35	53.29	47.35	52.29	54.35
MARINE DIVER	60.93	60.93	60.93	60.93	60.93
MARINE TENDER	43.58	43.58	43.58	43.58	43.58
1 ST YEAR	19.34	18.92	16.54	18.52	19.34
2 ND YEAR	24.17	23.64	20.67	23.14	24.17
3 RD YEAR	31.43	30.74	26.88	30.09	31.43
4 TH YEAR	38.68	37.83	33.08	37.03	38.68

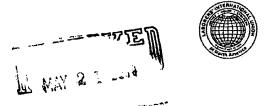
FRINGE BENEFITS JOURNEYMAN

FRINGE BENEFIT	NEW YORK DOCKBUILDER	ECONOMIC STIMULUS	PRIVATE RESIDENTIAL	MANHATTAN RESIDENTIAL	B-12 RATES	
FUND		PLA	PLA 80%	PLA(B-12A)		
WELFARE	14.64	13.64	14.48	14.64	14.64	
PENSION	13.31	12.31	13.31	12.31	13.31	
ANNUITY	9.04	5.10	2.38	5.10	9.04	
A.J.R.E.I.F.	.70	.70	.70	.70	.70	
VACATION	7.38	6.66	2.75	6.66	7.38	
SUPPLEMENTAL	.05	.05	.05	.05	111 / 15 (205)	
INT'L BRTHHD CARP (IBC)	-10	.10	.10	.10	NO ETTO	التأرا
SUPPLEMENTAL PENSION	.1.00	1.00	1.00	1.00	JUN1.00 8 20 1.	
NYDCC LABOR MANAGEMENT	.28	.28	.28	.28	.28 4	1
TOTAL	46.50	39.84	35.05	40.84	46:50	

Building, Concrete, Excavating & Common Laborers Union Local No. 731, of Greater New York

JOSEPH D'AMATO, Business Manager DOMINIC J. VALDNER, Secretary-Treasurer Affiliated with the Laborers' International Union of North America, AFL-CIO





Effective Date: July 1, 2014

TO: ALL EMPLOYERS WITHIN THE JURISDICTION OF EXCAVATORS UNION LOCAL 731

RE: COLLECTIVE BARGAINING AGREEMENT

July 1, 2012 through June 30, 2016

Please take notice that Excavators Union Local 731 ("Local 731") and the General Contractors Association of New York, Inc. have agreed upon the following schedule of wages and fringe benefits for the period of July 1, 2012 through June 30, 2016. Although our Collective Bargaining Agreement covers the period of July 1, 2012 through June 30, 2016, the allocation of increases for years commencing July 1, 2012 and thereafter will be determined in advance, by Local 731. The total package increase is 12 ½ %. The breakdown will be 2¾ % for year 1, 3 % for year 2, 3¼ % for year 3, and 3½ % for year 4. The allocation of the package increase for the contract year July 1, 2012 through June 30, 2016 was ratified at the Membership Meeting of Excavators Union Local 731

WAGES:

LABORERS	PER 40 HOUR WEEL
7/1/12 to 6/30/13 Increase of \$ 50 hr. to \$ 38.70	\$1,548.00
7/1/13 to 6/30/14 Increase of \$.55 hr. to \$ 39.25 \(\text{\cdots} \)	\$1,570.00
7/1/13 to 6/30/15 Increase of \$.55 hr. to \$ 39.25 /	\$1,594.00
7/1/15 to 6/30/16 Increase of \$ TBD hr. to \$ TBD	\$ TBD
LABOR FOREMAN (hired on a weekly basis)	#1 (40.00
7/1/12 to 6/30/13 Increase of \$.50 hr. to \$ 41.20	\$1,648.00
7/1/13 to 6/30/14 Increase of \$.55 hr. to \$ 41.75 7/1/14 to 6/30/15 Increase of \$.60 hr. to \$ 42.35	\$1,670.00
7/1/14 to 6/30/15 Increase of \$.60 hr. to \$ 42.35	\$1,694.00
7/1/15 to 6/30/16 Increase of \$ TBD hr. to \$ TBD	\$ TBD
UTILITY LABORERS	#1 740 00
7/1/12 to 6/30/13 Increase of \$.50 hr. to \$ 38.55	\$1,542.00
7/1/13 to 6/30/14 Increase of \$.55 hr. to \$ 39.10	
7/1/14 to 6/30/15 Increase of \$.60 hr. to \$ 39.70	\$1,588.00
7/1/15 to 6/30/16 Increase of \$ TBD hr. to \$ TBD	\$ TBD

<u>UTILITY FOREMAN</u> (hired on a weekly basis)	
7/1/12 to 6/30/13 Increase of \$.50 hr. to \$ 41.05	\$1,642.00
7/1/13 to 6/30/14 Increase of \$.55 hr. to \$ 41.60	\$1,664.00
7/1/14 to 6/30/15 Increase of \$:60 hr. to \$ 42.20.	\$1,688.00
7/1/15 to 6/30/16 Increase of \$ TBD hr. to \$ TBD	
THE COURSE DE LES CONTRACTORS OF THE CONTRACTORS OF	

To be paid on a "per hour" basis for all laborers and labor foremen. **FRINGE BENEFITS**:

<u>Date</u>	Welfare Fund	Pension Fund	Annuity Fund	731 Training
7/1/12 to 6/30/13	\$ 13.50	\$ 13.00	\$ 4.70	\$.45
7/1/13 to 6/30/14	\$ 14.20	\$ 13.50	\$ 5.00	\$.45
7/1/14 to 6/30/15	\$ 15.23	\$ 13.50	\$ 5.60	\$.45
7/1/15 to 6/30/16	\$ TBD	\$ TBD	\$ TBD	\$ TBD

ADDITIONAL EMPLOYER CONTRIBUTIONS:

LECET (Laborers/Employers Cooperation Education Trust).....\$.10 per hour

DEDUCTIONS FROM WAGES:

NYS Political Action Committee (Voluntary Deduction)

\$.10 per hour

LABOR DAY AND THANKSGIVING ARE PAID HOLIDAYS.

The preceding schedules are effective as of July 1, 2014

Sincerely yours,

Business Manager

Building, Concrete, Excavating & Common Laborers Union Local No. 731, of Greater New York

JOSEPH D'AMATO, Business Manager DOMINIC J. VALDNER, Secretary-Treasurer

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Affiliated with the Laborers' International Union of North America, AFL-CIO





TO: ALL EMPLOYERS WITHIN THE JURISDICTION OF EXCAVATORS UNION LOCAL 731

RE: COLLECTIVE BARGAINING AGREEMENT July 1, 2012 through June 30, 2016

Please take notice that Excavators Union Local 731 ("Local 731") and the General Contractors Association of New York, Inc. have agreed upon the following schedule of wages and fringe benefits for the period of July 1, 2012 through June 30, 2016. Although our Collective Bargaining Agreement covers the period of July 1, 2012 through June 30, 2016, the allocation of increases for years commencing July 1, 2012 and thereafter will be determined in advance, by Local 731. The total package increase is 12 ½ %. The breakdown will be 2¾ % for year 1, 3 % for year 2, 3¼ % for year 3, and 3½ % for year 4. The allocation of the package increase for the contract year July 1, 2012 through June 30, 2016 was ratified at the Membership Meeting of Excavators Union Local 731

WAGES:

<u>LABORERS</u>	PER 40 HOUR WEEK
7/1/12 to 6/30/13 Increase of \$.50 hr. to \$ 38.70	
7/1/13 to 6/30/14 Increase of \$.55 hr. to \$ 39.25 /	
7/1/13 to 6/30/14 Increase of \$.55 hr. to \$ 39.25 /	\$1,594.00
7/1/15 to 6/30/16 Increase of \$ TBD hr. to \$ TBD	\$ TBD
LABOR FOREMAN (hired on a weekly basis) 7/1/12 to 6/30/13 Increase of \$.50 hr. to \$ 41.20 7/1/13 to 6/30/14 Increase of \$.55 hr. to \$ 41.75 7/1/14 to 6/30/15 Increase of \$.60 hr. to \$ 42.35 7/1/15 to 6/30/16 Increase of \$ TBD hr. to \$ TBD	\$1,670.00 \$1,694.00
<u>UTILITY LABORERS</u> 7/1/12 to 6/30/13 Increase of \$.50 hr. to \$ 38.55	\$1,564.00 \$1,588.00

LIUNA LOCAL 731 Training Fund

3411 35th Avenue Astoria, NY 11106

Tel: 718-752-9860 • Fax: 718-752-9880

APPRENTICESHIP PROGRAM

To Whom It May Concern:

Apprentice	Rates are as follows: Effective July	1, 2014
1-1000 hrs	= 50% of a Journeyman's rate	\$19.93 hr.
1000-2000	= 60% of a Journeyman's rate	\$23.91 hr.
2000-3000	= 75% of a Journeyman's rate	\$29.89 hr.1
3000-4000	= 90% of a Journeyman's rate	\$35.87 hr.
4000+	= Full Journeyman's rate	\$39.85 hr.

Benefits are paid the same as a Journeyman.

Rates are in effect until June 30, 2015.



HIGHWAY, ROAD & STREET CONSTRUCTION LABORERS'

136-25 37th Avenue, Suite 502 • Flushing, NY 11354 Phone: (718) 886-3310 • Fax: (718) 886-8885

LABORERS' LOCAL 1010 NIGHT DIFFERENTIAL & HOLIDAY CHANGES

Night work:

On night work, the first (8) hours of work will be paid at the single time rate. Hours worked over eight (8) hours during said shift will be paid at the rate of time and one-half.

For jobs with production paving done at night, there will be 15% increase over the regular production paving rate for the Screedman, rakers, and shovelers directly involved only. All other workers will be exempt.

Holidays:

The following holidays, shall be prorated by the employer based on two regular hours per day for each day worked in the calendar week in which the holiday falls, not to exceed eight (8) hours of holiday pay. If an Employee works on these holidays, he shall be paid only the single time rate plus one day's pay for the holiday.

Memorial Day Independence Day Labor Day Thanksgiving Day

Election Day is a prorated holiday in Presidential years "ONLY"

Veterans Day is a prorated holiday only for workers performing production paying

-(1000) ≥1.4



HIGHWAY, ROAD & STREET CONSTRUCTION LABORERS' LOCAL UNION 1010

136-25 37th Avenue, Suite 502 • Flushing, NY 11354 Phone: (718) 886-3310 • Fax: (718) 886-8885

Local 1010 Rate Increase

Effective July 01, 2014 thru June 30, 2015

General work

Foreman	\$44.79
Formsetter	544.19
Laborer	\$40.32
Temporary Fence Installer & Repairer	\$40.32
Slurry Seal Coater	\$40.32
Small Equipment Operator	\$40.32

Asphalt production paving (only)

Foreman	\$45.24
Screedperson	\$45.24
Micro Paver	\$45.24
Raker	\$44.73
Shoveler (production paving only)	\$41.44
Small Equipment Operator	\$41.44

WITHHOLDINGS FROM WAGES

New York State	Political Action Committee	\$0.10
Dues check off		3%

PAVERS AND ROAD BUILDERS DISTRICT COUNCIL BENEFIT FUNDS EMPLOYERS AGREEMENT AND REPORT

TEL: (718) 961-6963 FAX: (718) 886-5065 14-44 150th Street PO Box 570240 Whitestone, NY 11357

Employer's Name and Address:			Account No:					
		Rates Effective: 07/01/201406/30/2015						
			PERIOD	ENDING	G:	1		
The named employer hereby ratifies, appro- Laborers Local Union 1010 Collective Bar and represents that he/she has authority to a all contributions in accordance therewith performed within the trade and geographica Employer and the undersigned officer/prin- attached schedules is true and correct, and acknowledges that all the terms and condi- Fund, Pension Fund, Annuity Fund, Train herein with the same force and effect as if fi	gaining Agreemed bind the Employed in the amount of the cipal of the Employed that all hours retions of the associated Fund, Local ully set forth here	the terms a ant (the "Cl er and the pet forth in Union and doyer sepal equired to ciated Agri 1010 Traisin.	and condition: BA"). The per principals and in this Agreer to remit all a rately certify be reported to ement and D ining Fund an	s of the High rson signing to members the nent and Reputhorized ded that the inforpy the CBA are claration of d the LECET	way, Rozenthis Agree ereof. The port for of functions of mation care report Trusts of Trusts ("Trust	ed and ement e Empleach lor due ontain ted he reating t Fund	I Street C and Repo- loyer agre- hour of er- es and NY- ned in this recin. The g the Pave ds") are in	onstruction rt warrants ses to make imployment SPAC. The report and example Employer ers Welfare accorporated
Signature:			Date	e:				
Name (Print):			Title	e:				
PAYMENTS T	HOURS ARE S O ALL FUNDS S NUITY FUND V	SHALL BE	AT HOURS	WORKED E	EXCEPT D			
Fringe Benefits		<u>Hours</u>	X	Rate for Y	<u>ear</u>	=	<u>I</u>	otal
(1) Pavers Welfare Fund			X	\$15.75		-	S	
(2) Pavers Pension Fund			X	\$11.90		=	\$	
(3) Pavers Annuity Fund			_ x	\$ 6.75		=	\$	
(4) Pavers Training Fund			_ x	\$ 0.05		=	<u> </u>	
Make Check Payable to: "PAVERS FL	IND BENEFIT A	.CCOUNT	,	TOTAL (1	l-4)	=	S	
(5) Local 1010 Training Fund			_ x	\$ 0.25		=	S	
(6) Local 1010 LECET			_ X	\$ 0.65		=	\$	
(7) NYS LECET			_ X	\$ 0.10		=	\$	
(8) NYS Laborers Health & Safe	ety Fund		_ x	\$ 0.05		=	S	
Make Check Payable to: "LOCAL 101	0 TRAINING F	UND"		TOTAL (5	⊱ 8)	=	S	
DUES CHECK OFF	AND POLITI	CAL AC	TION COM	MITTEE A	RE TA	XAB	<u>LE</u>	
Local 1010 Wages Make separate check payable to "HIGHWAY, ROAD & STREET CONSTRUCTION LABORERS' LOC			_ x	3%		=	\$	
NYS Political Action Committee (Pay @ hours worked) Make separate check payable to "POLITICAL ACTION COMMITTE	<u>:</u>		_ x	\$0.10		=	\$	
Employee's Name	Social Security	Number	Local 1010	Wages	Regular	Hrs.	OT Hrs.	DBL Hrs.
washingler a transc								

United Brotherhood of Carpenters and Joiners of America

NEW YORK CITY DISTRICT COUNCIL OF CARPENTERS

PRANK SPENCER Supervisor, UBC

JOHN BALLANTYNE Assistant Supervisor



395 Hudson Street New York, N.Y. 10014 Phons: (212) 366-7500 Pax: (212) 675-3118

May 5, 2011

Di Fazio Industries Inc. 38 Kinsey Place Staten Island NY 10303

To Whom It May Concern,

Please be advised that Di Fazio Industries Inc is presently signed to our most recent collective bargaining agreement and therefor a participant in our New York State Accredited Apprenticeship Program .

If you have any questions, please contact Phil Giudice at 212-366-7448.

Sincerely,

Philip Giudice

MEMORANDUM OF AGREEMENT BETWEEN INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 15D AND

THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK, INC. ("GCA")

DATED: June 30, 2014

- 1) The four year collective bargaining agreement shall be effective July 1, 2014 and shall expire June 30, 2018.
- 2) The monetary total wage and benefit package increase, effective July 1 of each year, is 3.0%, not compounded, and based on the total package of wages and benefits in effect on June 30, 2014.
- Local 15D agrees to waive any paid sick leave or vacation leave pursuant to any legislation passed in New York City.
- 4) The GCA and Local 15D agree to form a target committee to address non-union competition in heavy construction.
- 6) The GCA and Local 15D agree to form a committee that will develop and implement a standardized drug and alcohol testing program for all job sites.
- 7) When two or more shifts are employed, single time will be paid for any of the shifts worked as long as a member of Local 15-15A or 15D is employed on any shift.
- 8) EEO Language Article 1, Section 2(g)- "Declaration of Principles" to be changed as follows:

The GCA, The Employer and the unions agree that they will not refuse to hire or employ any individual, nor will they bar or discharge from employment any individual, nor will the discriminate against any individual, in compensation or in terms, conditions or privileges of employment because of an individual's race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, military status, predisposing genetic characteristics, domestic violence victim status or citizenship status in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment.

All provisions listed in this Memorandum of Agreement are subject to ratification by the Executive Committee of the General Contractors Association of New York and the members of Local 15D.

AGREED TO ON BEHALF OF THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK, INC.

Managing Director

AGREED TO ON BEHALF OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 15D

Thomas Callahan

President & Business Manager

By:

Christopher R. Thomas

Recording Corresponding Secretary

AGREEMENT BETWEEN INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 15D AND

THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK, INC.

DATED: June 30, 2014

The General Contractors Association of New York and Local 15D agree to the following:

Storm Warning: In the event of a "Storm Warning" issued by the National Weather Service, the GCA will coordinate with the business managers of Local 15D to discuss closing job sites down for the storm duration. In the event that job sites are shut down due to a storm, the operating engineers will be paid only for the hours worked in the week that that storm occurs.

Emergency Shutdown Language: In the event that a public official, including the President of the United States, the Governor of the State of New York or the Mayor of the City of New York or any other elected officials of any other jurisdiction in which Local 15D members may be employed by a GCA member or its subcontractors ("Employer"), declare a state of emergency, or a project shutdown by a public owner or other government agency, the Employer shall have sole discretion as to manning the job as the Employer sees fit.

Such emergency discretion does not permit the Employer to assign Local 15D's work, classifications, or equipment to anyone other than Local 15D members. If during a period of emergency the Employer performs any work, or utilizes any classifications or equipment which falls under the Local 15D's jurisdiction, then such work, classifications or equipment will be performed, manned and operated by members of Local 15D in accordance with the Local 15D- GCA Heavy Construction Agreement.

AGREED TO ON BEHALF OF THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK, INC.

By: Mind M Bichardson

Denise M. Richardson

Managing Director

AGREED TO ON BEHALF OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 15D

Thomas Callahan

By:

President & Business Manager

Christopher R. Thomas

Recording Corresponding Secretary

Project	ID.	
* * 03000		

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:		
DDC Project Number:		
Company Size: Ten (10)	employees or less	
Greater the	han ten (10) employees	
Company has previously worked for DDC	YES	NO
2. Type(s) of Construction Work		
TYPE OF WORK	LAST 3 YEARS	THIS PROJECT
General Building Construction		
Residential Building Construction		
Nonresidential Building Construction		
Heavy Construction, except building		
Highway and Street Construction		
Heavy Construction, except highways		
Plumbing, Heating, HVAC		
Painting and Paper Hanging	· · · · · · · · · · · · · · · · · · ·	
Electrical Work		
Masonry, Stonework and Plastering		
Carpentry and Floor Work Roofing, Siding, and Sheet Metal		
Concrete Work		
Specialty Trade Contracting		
Asbestos Abatement		
Other (specify)		

3. Experience Modification Rate:

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

The Contractor mus		
contractors with les	st indicate its <u>Intrastate</u> and <u>Interstate EMR</u> for the ss than three years of experience, the EMR will be	e past three years. [Note: For e considered to be 1.00].
YEAR	<u>INTRA</u> STATE RATE	INTERSTATE RATE
· · · · · · · · · · · · · · · · · · ·		
ontractor must at	nd/or Interstate EMR for any of the past three ttach, to this questionnaire, a written explanati- tion was taken to correct the situation resulting	on for the rating and identify
OSHA Informa	tion:	
YES	NO Contractor has received a willful violation Department of Buildings (NYCDOB) with	issued by OSHA or New York (in the last three years.
YES	NO Contractor has had an incident requiring O (i.e., fatality, or hospitalization of three or	SHA notification within 8 hours more employees).
nployees, on a yea	afety and Health Act (OSHA) of 1970 requires enurly basis to complete and maintain on file the forms." This form is commonly referred to as the OSI.).	n entitled "Log of Work-related
ne OSHA 300 Log aployees.	must be submitted for the last three years for con	atractors with more than ten
ne Contractor must	t indicate the total number of hours worked by its he past three years.	employees, as reflected in
ayron records for th	and ambanda de T. C. I. (D. (C. T. (CD.)	
he contractor mu ast three years. To or each given yea nesses reported	Ist submit the Incident Rate for Lost Time In The Incident Rate is calculated in accordance ar, the total number of incidents is the total non the OSHA 300 Log. The 200,000 hours forty hours a week, fifty weeks per year.	with the formula set forth bel number of non-fatal injuries
ne contractor mu ast three years. To or each given yea nesses reported o aployees working	The Incident Rate is calculated in accordance ar, the total number of incidents is the total non the OSHA 300 Log. The 200,000 hours forty hours a week, fifty weeks per year. Total Number of Incidents	with the formula set forth bel number of non-fatal injuries represents the equivalent of idents X 200,000
ne contractor mu ast three years. To or each given yea nesses reported o aployees working	The Incident Rate is calculated in accordance ar, the total number of incidents is the total on the OSHA 300 Log. The 200,000 hours forty hours a week, fifty weeks per year.	with the formula set forth bel number of non-fatal injuries represents the equivalent of idents X 200,000
he contractor mu ast three years. To or each given yea nesses reported on mployees working cident Rate =	The Incident Rate is calculated in accordance ar, the total number of incidents is the total non the OSHA 300 Log. The 200,000 hours forty hours a week, fifty weeks per year. Total Number of Incidents	with the formula set forth bel number of non-fatal injuries represents the equivalent of idents X 200,000
he contractor mu ast three years. To or each given yea nesses reported on nployees working cident Rate =	The Incident Rate is calculated in accordance ar, the total number of incidents is the total number of the OSHA 300 Log. The 200,000 hours forty hours a week, fifty weeks per year. Total Number of Incidents Worked BY	with the formula set forth bel number of non-fatal injuries represents the equivalent of dents X 200,000 ced by Employees
he contractor mu ast three years. To or each given yea nesses reported	The Incident Rate is calculated in accordance ar, the total number of incidents is the total number of the OSHA 300 Log. The 200,000 hours forty hours a week, fifty weeks per year. Total Number of Incidents Worked BY	with the formula set forth bel number of non-fatal injuries represents the equivalent of dents X 200,000 ced by Employees

Project ID.	
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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):,
YESNO	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:	By: (Signature of Owner, Partner, Corporate Officer)
	Title:

(NO TEXT ON THIS PAGE)

SEN002169 3/11/2015

A. PROJECT REFERENCES - SIMILAR CONTRACTS COMPLETED BY THE BIDDER

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

Project & Location	Contract	Contract	Date	Owner Reference &	Architect/Engineer
1 10,000 0. 2000	Type	Amount	Completed	Tel. No.	Reference & Tel. No.
		\$000	•		If different from owner
SER002181	Capital	\$10,678.00	July-14	NYCDDC	NYCDDC
South Railroad			·	Rana Balvedish	Monzer Shahim
Journ Ram Gad				347-838-6879	347-838-6879
NYCEDC	Capital			Paul Tso NYCEDC	NYCEDC
Stapleton Waterfront		\$7,721.00	Oct-13	718-447-1121	Owen Foote
Staten Island		' '		Resident Engineer	212-619-5000
Dahlia St	Capital	\$4,191.00	Sep-12	NYCDDC	NYCDDC
NYCDDC SER002320			•	Mansouk Mavani	Mansouk Mavani
Staten Island				718-391-1756	718-391-1756
SER002225	Capital	\$ 14,141,414.31	Sep-12	NYCDDC	NYCDDC
Annadale Road			•	Syed Noman	Sameh Riad
Staten Island				347-838-6879	718-391-2326
HWKC-1019	Capital	\$ 18,618,618.61	Nov-12	NYCDDC	NYCDDC
Eastern Parkway				Sam Fahmy-Haks	Steve Salomon
Brooklyn				347-457-5355	718-250-5047
SER-200281	Capital	\$21,067.00	Sep-11	NYCDDC	NYCDDC
Seguine Ave	, ,	, ,		Walkman Wong, P.E	Walkman Wong, P.E
Staten Island				718-605-2370	718-605-2370
SER-002310				NYCDDC	NYCDDC
Furman St	Capital	\$715,715	Feb-11	Hitendra Patel, P.E.	Hitendra Patel, P.E.

Staten Island	-			718-605-2374	718-605-2374
SE-775	Capital	\$19,819.00	Jun-10	NYCDDC	NYCDDC
Station Avenue				Walkman Wong, P.E	
Staten Island				718-605-2370	Walkman Wong, P.E 718-605-2370
SER00201S	Capital	\$4,284	Jun-10	NVCDDC/DED	NV000000000000000000000000000000000000
Emergency Sewer, Staten Is	•	Ψ+,20+	Juli- 10	NYCDDC/DEP	NYCDDC/DEP
- and going out on, oldion to	1			Danny Lefkowitz, P.E.	Danny Lefkowitz, P.E.
SER00201T	Capital	\$4.07E		718-595-7657	718-595-7657
		\$4,275	Jun-08	NYCDDC	NYCDDC/DEP
Emergency Sewer, Staten Is	iand I	1.		Danny Lefkowitz, P.E.	Danny Lefkowitz, P.E.
CEDOOOOO				718-595-7657	718-595-7657
SER002289	Capital	\$9,292,929.28	Dec-09	NYCDDC	NYCDDC
Nashville Ave, Staten Island				Hitendra Patel, P.E.	Hitendra Patel, P.E.
				718-605-2374	718-605-2374
HWK1166RR	Capital	26,867,867.67	Oct-08	NYCDDC	NYCDDC
Brooklyn, NY				Marie Brandao, P.E.	Marie Brandao, P.E.
	1			718-250-5011	718-250-5011
				110 230 3011	710-230-3011
SER002260	Capital	8,467,676.67	Jan-08	NYCDDC	NYCDDC
Wieland Ave., SI	1			Arvind Patel, P.E.	
				718-391-2274	Arvind Patel, P.E.
				716-391-2274	718-391-2274
SER002271	Capital	9,966,666.66	Oct-07	NYCDDC	AlVODDO
emon Creek, SI		0,000,000.00	001-07	i	NYCDDC
,				Sameh Riad	Sameh Riad
				718-391-2326	718-391-2326
SER002273	Capital	9,920,920.92	Jun-07	NYCDDC	NVCDDC
Rossville Ave., SI	•	,==,===	04.1.07		NYCDDC
·				Walkman Wong, P.E	Walkman Wong, P.E
				718-605-2370	718-605-2370

SEN002169 3/11/2015

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	Contract Amount	Subcontracted to Others	Uncompleted Portion	Date Scheduled	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No.
	Туре	\$000	\$000	\$000	to Complete		If different from owner
Cuba Ave	Capital	\$14,710.00	\$1,500.00	\$1,500,000.00	Jun-15	NYCDDC	NYCDDC
NYCDDC SER002320		• •				Syed Noman	Arvind Patel, P.E.
Staten Island						347-838-6879	718-391-2274
Sheldon Ave	Capital	\$47,747.00	\$5,000.00	\$42,000.00	Dec-16	NYCDDC	NYCDDC/Arcadis
SE-818		•,.		•		Adam Alweiss	Tom Husband
02 010		•				718-391-1357	914-434-4558
Emerg. Water	Capital	\$6,337.00	\$5.00	\$2,000.00	Dec-15	NYCDEP	NYCDEP
GE-352		, . ,		•		Jean Claude	Luis Caminero
NYCDDC						718-595-4204	718-595-4204

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	Tel. No.	Architect/Engineer Reference & Tel. No. If different from owner
Reconstruction of sewers Reon Ave SER002284 NYCDDC		\$3,600.00	Mar-15	NYCDDC	NYCDDC
Emergency Sewers Staten Island SE-00201X		\$4,200.00	Jun-15	NYCDDC	NYCDDC
Catch Basins Brooklyn SEK002373r		\$4,200.00	Jul-15	NYCDDC	NYCDDC

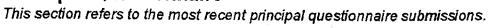
Certificate of No Change Form



- 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, John DiFazio , being duly sworn, state that I have read
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: Di Fazio Industries
Vendor's Address: 38 Kinsey Pl. Staten Island, NY 10303
Name of Submitting Entity: Di Fazio Industries Vendor's Address: 38 Kinsey Pl. Staten Island, NY 10303 Vendor's EIN or TIN: 73 170 6369 Requesting Agency: NYCOPC Are you submitting this Certification as a parent? (Please circle one) (Yes) No
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: 10/16/2013
Signature date on change submission for the submitting vendor:

Principal Questionnaire





Principal Name	Date of signature on last full Principal Questionnaire,	Date(s) of signature on submission of change
1 John DiFazio	10/16/13	
2 Marc Difazio	10/16/13	>
3 Jeff DiFazio	10/16/13	
4 DiFazio Holdings In		
5 CMC NY Construction		3
6		
Check if additional changes were submitted	and attach a document with t	he date of additional submissions.
Certification This section is required This form must be signed and notarized. Ple	l. ease complete this twice.	Copies will not be accepted.
Certified By: John Di Fazi	0	
Name (Print)		
Title Di Fuzio In	dustries	
Name of Submitting Entity		
X		3-11-15
Signature \rightarrow		Date
Notarized By:		
Asia Paulidis	Richmond	43-4931677
	County License Issued	License Number
Sworn to before me on: March 1 Date	1, 2015 Qua	SOFIA PAVLIDIS y Public, State of New York No. 43-4931677 lified in Richmond County ission Expires July 18, 20_1

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:

bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

<u>A</u>	By submission of this bid or proposal, each bidder/proposer and each person signing or 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.
Dated:	John VIFAZIO PRINTED NAME (e's) den +.
	o before me this ay of <u>Jun</u> 20 15
Notary I	ra Parlidis
Dated:	SOFIA PAVLIDIS Notary Public, State of New York No. 43-4931677 Qualified in Richmond County Commission Expires July 18, 20

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 M/WBE goals attached to this project? Yes No
2.	Please check one of the following if your firm would like information on how to certify with the City of New York as a:
	Minority Owned Business EnterpriseLocally Based Business EnterpriseEmerging Business EnterpriseDisadvantaged Business EnterpriseEmerging Business Enterprise
2a.	If you are certified as an MBE, WBE, LBE, EBE or DBE, what city/state agency are you certified with? Are you DBE certified? Yes No
3.	Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: Yes_X No
4.	Is this project subject to a project labor agreement? Yes No _X
5.	Are you a Union contractor? Yes No If yes, please list which local(s) you affiliated with
6.	Are you a Veteran owned company? Yes No
PART	I: CONTRACTOR/SUBCONTRACTOR INFORMATION
7.	73 - 170 6369 Johnda diffezioina ne Employer Identification Number or Federal Tax I.D. Email Address
8.	DiFuzio Industries
-	Company Name
9.	38 Kinsey Place Staten Island MY 10303 Company Address and Op Code
	Company Address and 210 Code
10.	Tohn 0: Fazio 718-720-6966 Chief Operating Officer Telephone Number
11.	Same 1
	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:	100
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	xt:
15.	5. Has your firm been reviewed by the Division of Labor Services (DLS) within the past and issued a Certificate of Approval? Yes_X No	
	If yes, attach a copy of certificate.	
16.	Has DLS within the past month reviewed an Empand issued a Conditional Certificate of Approval?	oloyment Report submission for your company Yes <u>X</u> No
	If yes, attach a copy of certificate.	
W	OTE: DLS WILL NOT ISSUE A CONTINUED CER ITH THIS CONTRACT UNLESS THE REQUIRED ONDITIONAL CERTIFICATES OF APPROVAL HA	CORRECTIVE ACTIONS IN PRIOR
17.	Has an Employment Report already been submited Employment Report) for which you have not yet 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 a Labor, Office of Federal Contract Compliance Pr	audited by the United States Department of ograms (OFCCP)? Yes No
	If yes,	
	2 ed 8/13 DFFICIAL USE ONLY: File No.	

	(a) Name and address of OFCCP office.			
		Vas a Certificate of Equal Employment Compliance issued within the past 36 months?		
	lf	yes, attach a copy of such certificate.		
	(c) V	Vere any corrective actions required or agreed to? Yes No		
	lf	yes, attach a copy of such requirements or agreements.		
	(d) V	Vere any deficiencies found? Yes No		
	H	f 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_X			
	If yes	s, attach a list of such associations and all applicable CBA's.		
PART	II: DO	DCUMENTS REQUIRED		
20.	brock	he following policies or practices, attach the relevant documents (e.g., printed booklets, nures, manuals, memoranda, etc.). If the policy(ies) are unwritten, attach a full explanation practices. See instructions.		
	<u>~</u> ((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		
	<u></u>	(c) Employee Policy/Handbook		
	<u>~</u> ((d) Personnel Policy/Manual		
	<u>/</u> ((e) Supervisor's Policy/Manual		
	<u>~</u> (Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered 		
	<u>~</u> ((g) Collective bargaining agreement(s).		
	~ ((h) Employment Application(s)		
	/	(i) Employee evaluation policy/form(s).		
	<u></u>	(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 <u>and of whom</u> does your firm require the completion of an I-9 Form?		
	(a) Prior to job offer (b) After a conditional job offer (c) After a job offer (d) Within the first three days on the job (e) To some applicants (f) To all applicants (g) To some employees (h) To all employees Yes No ★ No ★ Yes No ★ Yes No ★ Yes No ★		
22.	Explain where and how completed 1-9 Forms, with their supportive documentation, are maintained and made accessible. The forms are Kept in binders and are maintained in the min office 38 kinsey Plants are maintained in the min office 38 kinsey Plants are maintained in the min office 38 kinsey Plants are maintained in the min office 38 kinsey Plants are maintained in the min office 38 kinsey Plants are maintained in the min office 38 kinsey Plants 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 X No		
	If yes, please attach a copy of this policy.		
	If no, attach a report detailing your firm's unwritten procedure for handling EEO complaints.		

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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_X_	
	If yes, attach a log. See instructions.	
29.	Are there any jobs for which there are physical qualifications? Yes No_ χ	
	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

SIGNATURE PAGE					
the information submitted herewith is true and complete to the best of my knowledge and be 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 amended, and the implementing Rules and Regulations, is a contractual obligation. I also a behalf of the company to submit a certified copy of payroll records to the Division of Labor S a monthly basis.)), as agree on				
Di Fazio Industries Contractor's Name					
and the state of t					
Name of person who prepared this Employment Report Toseph Lob (1-4-6) Report Title	anafer				
- Niambe - Emiliar - Alba managan al Alair - Emilia - Alba	J				
Name of person who prepared this Employment Report Title Title Name of official authorized to sign on behalf of the contractor Title	<u></u>				
-					
718-720-6966 Telephone Number					
Signature of authorized official Date	***************************************				
If contractors are found to be underutilizing minorities and females in any given trade based 56 Section 3H, the Division of Labor Services reserves the right to request the contractor's data and to implement an employment program.	on Chapter workforce				
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/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 27 day of klkl 20 15					
Jen Ruly 424/13	•				
Notary Public Authorized Signature Date	<u> </u>				
CESAR PIEDRAHITA					
Oualified in Richmond County 5					
Commission Expires Aug. 21, 2012. 91/1919/d10 ON	LIEION				
Page 6 ATHARAPIE AND WANTON WANTO AND WANTO AN	.O				
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CONTRACT BID INFORMATION: USE OF SUBCONTRACTORS/TRADES FORM A.

- Do you plan to subcontractor work on this contract? Yes____No___ 1.
- If yes, complete the chart below. 2.

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
Lue Stripping	W	Live stripping	Luboras	
Tree Pruning	Н	Tree pruning	Labores	
Landscoping	*	Landscoping	Liberen.	
Trucking	В.	Trucking National	Drivers	
Tree Consultant	W	Conculting/Inspection	- Aller German	

^{*}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

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FORM	R· P	ROJE	TED W	JORKE	ORCE

TRADE	CI	ASSIF	ICAT	ION.	CO	DES

(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:			ı	MALES				F	EMALES		
Union Affiliation, if applicable		(1) White Non Hisp.	(2) Black Non Hisp.	(3)	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
Total (Col. #1-10):	J	3	l	1				-	žą.		
Total Minority, Male & Female	Н										
Col. #2,3,4,5,7,8,9, & 10):	Α										
Total Female (Col. #6 – 10):	TRN										
	TOT	3		Ä							

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

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FORM B: PROJECTED WORKFORCE

Trade: Equipment Operators			. i	MALES			,	FE	MALES	
Union Affiliation, if applicable		(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
tal (Col. #1-10):	J	2								
al Minority, Male & Female l. #2,3,4,5,7,8,9, & 10):	H A									
al Female l. #6 – 10):	TRN									
	тот	7.								

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

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TRADE CLASSIFICATION CODES (J) Journeylevel Workers (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.						
(TOT) Total by Column											
Trade: Laborers.	<u> endoplines i monto monto monto e</u>			MALES				FE	MALES		
Union Affiliation, if applicable		(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.
Total (Col. #1-10):	J	23	4	51							
otal Minority, Male & Female Col. #2,3,4,5,7,8,9, & 10):	Н										
55	Α										
otal Female Col. #6 – 10):	TRN										
	тот	۴.									
		ż	: 1:					-			
What are the recruitment source	ces for you					ent employm	ent office, job	tap cente	r, commu	nity outrea	ıch)?
	Inion		・ハノナ	rer	* 7.		v				

FORM C: CURRENT WORKFORCE

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FORM C: CURRENT WORKFORCE

Trade: H/15			,	MALES					FE	MALES		
		(1) White	(2) Black	(3)	(4)	(5)		(6) White	(7) Black	(8)	(9)	(10)
Union Affiliation, if applicable		Non	Non	Llinn	A = i = =	Native		Non	Non			Native
Engineer.		Hisp.	Hisp.	Hisp.	Asian	Amer.	1 [Hisp.	Hisp.	Hisp.	<u>Asian</u>	Amer.
Total (Col. #1-10):	J	38		2								
	Н											
Total Minority, Male & Female]					
(Col. #2,3,4,5,7,8,9, & 10):	Α											
Total Female (Col. #6 – 10):	TRN											
**************************************	тот											
			1	1	<u> </u>]		1	<u> </u>]
What are the recruitment sour	ces for you					ent employr	ment o	office, job	tap cente	r, commu	nity outrea	ch)?

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INFRASTRUCTURE DIVISION BUREAU OF DESIGN

VOLUME 1 OF 3

PROJECT ID: SEN002169

FOR THE CONSTRUCTION OF COMBINED SEWERS AND APPURTENANCES IN: YORK AVENUE BETWEEN EAST 61ST STREET AND EAST 63RD STREET; AND EAST 62ND STREET BETWEEN YORK AVENUE AND 1ST AVENUE

INCLUDING SEWER, WATER MAIN, STREET LIGHTING AND TRAFFIC WORK

Together With All Work Incidental Thereto
BOROUGH OF MANHATTAN
CITY OF NEW YORK

	Contractor
Dated	, 20



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

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

VOLUME 2 OF 3

INFORMATION FOR BIDDERS CONTRACT PERFORMANCE AND PAYMENT BONDS PREVAILING WAGE SCHEDULE

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: SEN002169

FOR THE CONSTRUCTION OF COMBINED SEWERS AND APPURTENANCES IN: YORK AVENUE BETWEEN EAST 61ST STREET AND EAST 63RD STREET; AND EAST 62ND STREET BETWEEN YORK AVENUE AND 1ST AVENUE

INCLUDING SEWER, WATER MAIN, STREET LIGHTING AND TRAFFIC WORK

Together With All Work Incidental Thereto
BOROUGH OF MANHATTAN
CITY OF NEW YORK



FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION PREPARED BY IN-HOUSE DESIGN

DECEMBER 19, 2014

5-085



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

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

VOLUME 2 OF 3

INFORMATION FOR BIDDERS CONTRACT PERFORMANCE AND PAYMENT BONDS PREVAILING WAGE SCHEDULE

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:



FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION PREPARED BY IN-HOUSE DESIGN

DECEMBER 19, 2014

NOTICE TO BIDDERS

Please be advised that the City of New York has issued a new Standard Construction Contract. The new Contract, which is incorporated in this bid, is significantly different from the 2008 version previously used by the City. A listing of some of the significant changes is provided below. This notice is only a partial listing. Please refer to the Contract itself for a full understanding of the changes and the actual text of the changes that were made. The text of the revised Standard Construction Contract is the controlling document should there be any discrepancies between this notice and the Standard Construction Contract.

Significant changes include the following:

ARTICLE 11 DAMAGES CAUSED BY DELAYS

In 2008, the City embarked on a pilot project to test the use of new construction contract language altering the allocation of the risk of project delays, as between the City and the contractor. The City has determined to make the pilot project language the standard language for all City construction contracts. Accordingly, there is now one Standard City Construction Contract that it to be used by all agencies for all bids released after the release of the new contract. The damages for delay language is Article 11. Please note that changes have been made to the damages for delay provisions from the pilot to the adopted version.

ARTICLE 22 INSURANCE

Changes have been made to the insurance provisions, including incorporating requirements that the insurance provided comply with recent NYC Department of Buildings regulations specifying required dollar limits for CGL insurance for certain projects and requiring proof of builder's risk insurance prior to Work commencing rather than within 10 days of award.

ARTICLE 26 EXTRA WORK

The percentage paid for overhead for Extra Work pursuant to Section 26.1.11 is increased from 10% to 12% and the calculation of Worker's Compensation insurance costs reimbursed for Extra Work has been clarified.

ARTICLE 37

LABOR LAW REQUIREMENTS

ARTICLE 38

PAYROLL REPORTS

The provisions governing Labor Law provisions have been tightened, including requirements the employee identification cards include a photo (unless the requirement is waived), a prohibition on cash payments to employees and subcontractors, and clear enforcement authority requirements.

ARTICLE 70 ELECTRONIC FILING

A provision is added to make mandatory the electronic filing of certain alteration permits with the Department of Buildings.

Other significant changes include the following:

ARTICLE 7 INDEMNIFICATION

Changes have been made to the indemnification provisions.

ARTICLE14

FINAL ACCEPTANCE OF WORK

ARTICLE 44

SUBSTANTIAL COMPLETION PAYMENT

The Commissioner is no longer required to issue a substantial completion determination in addition to the already existing requirement that the Engineer issue a substantial completion determination and reach an agreement on a punch list of remaining work. Now, the Engineer, when issuing the punch list to the Contractor, must also include a proposed schedule for the completion of the punch list. The Contractor may propose an alternative schedule that is subject to the approval of the Engineer. If the Contractor fails to respond to the Engineer's proposed schedule, the Engineer's schedule is deemed accepted.

ARTICLE 15 LIQUIDATED DAMAGES

The contract is revised to match Schedule A to provide that liquidated damages are available only until substantial completion.

ARTICLE 17 SUBCONTRACTS

The requirements for prior approval of subcontractors, and for contractors to be responsible for the actions of their subcontractors, have been tightened. The requirement that the Contractor list subcontractors in the City's Payee Information Portal has been added; the provision was previously attached as a rider.

ARTICLE 19 SECURITY DEPOSIT

The provisions governing the return of bid deposits are clarified.

ARTICLE 20 PAYMENT GUARANTEE

The Payment Guaranty provisions, which apply when the City does not require the Contractor to obtain payment bonds, has been significantly revised to track the requirements of State Finance law 137.

ARTICLE 28 RECORDKEEPING FOR EXTRA OR DISPUTED WORK

The recordkeeping requirement that currently apply to payments for Time & Materials for extra work are expressly made applicable to regular work that is paid for on a T & M basis.

ARTICLE 35 EMPLOYEES

The whistleblower provisions of local law are added to the construction contract. They previously have been attached as a rider.

ARTICLE 38 PAYROLL REPORTS ARTICLE 77 RECORDS RETENTION

Requirements that records be maintained for six years and directions on how such records must be made available.

ARTICLE 42 PARTIAL PAYMENTS

Increased flexibility has been provided for when contractors may submit invoices.

ARTICLE 62 TAX EXEMPTION

The provisions identifying the State tax exemption for municipalities are revised to more clearly describe State law.

(NO TEXT ON THIS PAGE)

CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION DIVISION OF INFRASTRUCTURES

INFORMATION FOR BIDDERS

SEPTEMBER 2008

(NO TEXT ON THIS PAGE)

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

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INFORMATION FOR BIDDERS

1. <u>Description and Location of Work</u>

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-l of the Bid Booklet.

2. <u>Time and Place for Receipt of Bids</u>

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. <u>Definitions</u>

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) <u>Deposit for Copy of Invitation For Bids Documents</u>: 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) <u>Additional Copies</u>: Additional copies of the Invitation For Bids Documents may be obtained, subject to the conditions set forth in the advertisement for bids.

5. <u>Pre-Bid Conference</u>

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, Consideration of Other Sources of Information and Changed Conditions

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

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. <u>Irrevocability of Bid</u>

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. <u>Bid Samples and Descriptive Literature</u>

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. <u>Bid Evaluation and Award</u>

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) <u>Mistake Discovered Before Bid Opening</u>: 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
 - 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. <u>Right to Appeal Determinations of Non-Responsiveness or Non-Responsibility and Right to Protest Solicitations and Award</u>

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) <u>Submission</u>: Vendex Questionnaires must be submitted directly to the Mayor's Office of Contract Services, ATTN: Vendex, 253 Broadway, 9th Floor, New York, New York 10007. In addition, the bidder must submit a Confirmation of Vendex Compliance to the agency. A form for this confirmation is set forth in the Bid Booklet.
- (C) Obtaining Forms: Vendex Questionnaires, as well as detailed instructions, may be obtained at www.nyc.gov/vendex. The bidder may also obtain Vendex forms and instructions by contacting the

Agency Chief Contracting Office or the contract person for this contract.

25. <u>Complaints About the Bid Process</u>

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) <u>Performance and Payment Security</u>: Performance and Payment Security must be provided in an amount and type specified in Attachment 1 (page A-l 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) <u>Acceptable Types of Security</u>: 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: (I) 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) <u>Power of Attorney</u>: 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. <u>Bidder Responsibilities and Qualifications</u>

- (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. <u>Labor Law Requirements</u>

- (A) <u>General</u>: 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) <u>Records</u>: 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. <u>Lump Sum Contracts</u>

- (A) <u>Comparison of Bids</u>: 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) <u>Variations from Engineer's Estimate</u>: 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) <u>Comparison of Bids</u>: 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) <u>Variations from Engineer's Estimate</u>: Bidders are warned that the Engineer's Estimate of Quantities on the various items of work and materials is approximate only, given solely to be used as a uniform basis for the comparison of bids, and is not be considered part of this contract. The quantities actually required to complete the contract work may be less or more than so estimated, and if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.
- (C) Overruns: The terms and conditions applicable to overruns of unit price items are set forth in Article 26 of the Contract.

34. Excise Tax

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

35. Licenses and Permits

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

36. Multiple Prime Contractors

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

37. Locally Based Enterprise Requirements (LBE)

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

- (A) If any portion of the Contract is subcontracted, not less than ten percent of the total dollar amount of the contract shall be awarded to locally based enterprises ("LBEs"); except, where less than ten percent of the total dollar amount of the Contract is subcontracted, such lesser percentage shall be so awarded.
 - (B) No contractor shall require performance and payment bonds from LBE subcontractors.
 - (C) No Contract shall be awarded unless the contractor first identifies in its bid:
 - (1) the percentage, dollar amount and type of work to be subcontracted; and
 - (2) the percentage, dollar amount and type of work to be subcontracted to LBEs.
- (D) Within ten calendar days after notification of low bid, the apparent low bidder shall submit an "LBE Participation Schedule" to the contracting agency. If such schedule does not identify sufficient LBE subcontractors to meet the requirements of Administrative Code Section 6-108.1, the apparent low bidder shall submit documentation of its good faith efforts to meet such requirements.
 - (1) The "LBE Participation Schedule" shall include:
 - (a) the name and address of each LBE that will be given a subcontract,
 - (b) the percentage, dollar amount and type of work to be subcontracted to the LBE, and
 - (c) the dates when the LBE subcontract work will commence and end.
 - (2) The following documents shall be attached to the "LBE Participation Schedule":
 - (a) verification letters from each subcontractor listed in the "LBE Participation Schedule" stating that the LBE will enter into a formal agreement for work,
 - (b) certification documents of any proposed LBE subcontractor which is not on the LBE certified list, and
 - (c) copies of the certification letter of any proposed subcontractor which is an LBE.
 - (3) Documentation of good faith efforts to achieve the required LBE percentage shall include as appropriate but not limited to the following:
 - (a) attendance at prebid meetings, when scheduled by the agency, to advise bidders of contract requirements;

- (b) advertisement where appropriate in general circulation media, trade association publications and small business media of the specific subcontracts that would be at least equal to the percentage goal for LBE utilization specified by the contractor:
- (c) written notification to association of small, minority and women contractors soliciting specific subcontractors;
- (d) written notification by certified mail to LBE firms that their interest in the contract is solicited for specific work items and their estimated values;
- (e) demonstration of efforts made to select portions of the work for performance by LBE firms in order to increase the likelihood of achieving the stated goal;
- (f) documented efforts to negotiate with LBE firms for specific subcontracts, including at a minimum:
 - (i) The names, address and telephone numbers of LBE firms that are contacted;
 - (ii) A description of the information provided to LBE firms regarding the plans and specifications for portions of the work to be performed;
 - (iii) Documentation showing that no reasonable price can be obtained from LBE firms:
 - (iv) A statement of why agreements with LBE firms were not reached;
- (g) a statement of the reason for rejecting any LBE firm which the contractor deemed to be unqualified; and
- (h) documentation of efforts made to assist the LBE firms contacted that needed assistance in obtaining required insurance.
- (E) Unless otherwise waived by the Commissioner with the approval of the Office of Economic and Financial Opportunity, failure of a proposed contractor to provide the information required by paragraphs (C) and (D) above may render the bid non-responsive and the Contract may not be awarded to the bidder. If the contractor states that it will subcontract a specific portion of the work, but can demonstrate despite good faith efforts it cannot achieve its required LBE percentage for subcontracted work until after award of Contract, the Contract may be awarded, subject to a letter of compliance from the contractor stating that it will comply with Administrative Code Section 6-108.1 and subject to approval by the Commissioner. If the contractor has not met its required LBE percentage prior to award, the contractor shall demonstrate that a good faith effort has been made subsequent to award to obtain LBEs on each subcontract until its 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 on page 2 of the Bid Booklet.

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. <u>DDC Safety Requirements</u>

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

THE DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS:

I.	POLICY ON SITE SAFETY
П.	PURPOSE
m.	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 Technical Support Division – Bureau of 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) including, but not limited to "Respiratory Protection" (29 CFR 1910.134), "Permit-Required Confined Spaces" (29 CFR 1910.146), and "Hazard Communication" (29 CFR 1910.1200);
- □ 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 753
- □ NYC Local Law No. 113 (2005) Noise Control Code

In addition, all regulations promulgated by the NYC Department of Transportation, including requirements for Maintenance and Protection of Traffic (MPT), are applicable when contained in contract specifications. While MPT is a significant component of work in our Infrastructure Division, it does not supersede or exempt Contractors from complying with other applicable health and safety standards (for example, excavating and trenching standards, operation of heavy equipment and compliance with City environmental and noise regulations).

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 hazard, 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 QACS 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.

City of New York Department of Design and Construction: Safety Requirements Technical Support Division – Bureau of Quality Assurance and Construction Safety

Construction Safety Unit: A part of QACS within the Division of Technical Support that assesses contractor safety on DDC jobsites and advises responsible parties of needed corrective actions.

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").

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

Job Hazard Assessment (JHA): A process of identifying site-specific hazards that may be present during construction and establishing the means and methods to reduce or eliminate those hazards.

Jobsite Safety Coordinator: A person designated by the Contractor to be onsite during all activities. This individual shall have received, at a minimum, the OSHA 10-hour construction safety program. Other examples of acceptable training are the 30-hour OSHA Safety and Health Standards for the Construction Industry training program (OSHA 510) or a degree/certificate in a safety and health from a college-level curriculum. This person does not necessarily have to be dedicated full-time to site safety, but must have sufficient experience and authority to undertake corrective action and must qualify to be a competent person. For certain projects, as defined in NYC Construction Codes – Title 28, this person may be required to have a Site Safety Manager's License issued by the NYC DOB.

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.

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 CM, 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 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 precautions 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.

City of New York Department of Design and Construction: Safety Requirements Technical Support Division – Bureau of Quality Assurance and Construction Safety

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.

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. Resident Engineer / Construction Project Manager / Construction 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 meeting.
- 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 Protocol.
- Gathers facts related to all accidents and prepares DDC Accident Reports.
- Notifies the Construction Safety Unit of outside regulatory agency inspections and forwards a copy of the inspection report within three days of its receipt.
- Monitors the conditions at the site for conformance with the 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 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 emergency condition and directs the contractor to provide such labor, materials, equipment and supervision to abate such conditions.
- Reports gross safety violations to the Construction Safety Unit immediately.

B. Contractors

- Complete a Safety Questionnaire and submit with its bid or as part of a pre-qualification package.
- Provide a Written Job Hazard Assessment (JHA) that identifies expected safety issues of the work to be performed. JHA shall be included with the Site Safety Plan submitted by the contractor.
- Submit a Site Safety Plan and Safety Program within 15 days of issuance of the Notice to Proceed, 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.
- Ensure that all employees are aware of the hazards associated with the project through formal and informal training and/or other communications. Conduct and document weekly safety meetings for the duration of the project. Documentation to be provided to the RE/CPM/CM on a monthly basis.
- Name a Construction Superintendent, if required.
- Name a Job Site Safety Coordinator. The Contractor will be required to identify the Job Site Safety Coordinator 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.
- As part of the Site Safety Plan, prepare a site specific MPT (if not otherwise provided in the contract documents) and comply with all of its provisions.

City of New York Department of Design and Construction: Safety Requirements Technical Support Division – Bureau of Quality Assurance and Construction Safety

- 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 controls that will be
 used to protect workers, the general public and property. The Job Site Safety Coordinator will conduct this
 training prior to mobilization and provide documentation to the RE/CPM/CM.
- 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 conditions or hazards to the DDC RE/CPM/CM as soon as practical, but no more than 24 hours after discovery, and take action to remove or abate such conditions.
- Report any accident involving injuries to workers or the general public, as well as property damage, to the DDC RE/CPM/CM within two (2) hours.
- Notify the DDC RE/CPM/CM within two (2) hours of the start of an inspection by any regulatory agency personnel, including OSHA.
- Maintain all records pertaining to all required compliance documents and accident and injury reports.
- Respond to 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 and environmental 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 their workers' compensation experience modification rating and OSHA Incidence 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 update within 30 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 years; and
- Criteria 4: A fatality (worker or member of public) experienced on or near Contractor's worksite within the last three (3) years; and
- Criteria 5: An unacceptable rating by QACS based on past performance on DDC projects; and
- Criteria 6: Contractor has in place an acceptable corporate safety program and its employees shall have completed all documented relative safety training; and
- Criteria 7: Contractor shall provide OSHA Injury Records (currently OSHA 300 Log) 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 detail concerning the Contractor's safety experience. DDC may request the Contractor to provide copies of, among other things, OSHA records, OSHA and DOB citations, EPA citations and written Safety Programs.

VI. SAFETY PROGRAM AND SITE SAFETY PLAN

Within fifteen (15) days of issuance of the Notice to Proceed, 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 standard, and the Site Safety Plan shall identify hazards associated with the project, and include specific safety precautions 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.

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

- Responsibility and Organization: Identify the person or persons with authority and responsibility for implementing the Site Safety Plan. Provide an organization chart and define levels of authority and responsibility. Identify the Competent Person, the Construction Superintendent (if required), the Job Safety Coordinator and the Qualified Person required for this project.
- 2. Communication: Establish a system for communicating with employees and subcontractors on matters relating to worker and public safety and health and environmental protection, including provisions designed to encourage employees to inform the employer of hazards at the worksite without fear of reprisal. An emergency response notification protocol is to be established that also includes after hours contact numbers. The plan must also include provisions for weekly safety meetings held by the Job Site Safety Coordinator.
- 3. Job Hazard Assessment: A written document submitted by the contractor, used to identify expected job hazards and public safety risks and state the specific means and methods to reduce, control or eliminate those hazards. This part of the Site Safety Plan must also include how on-going evaluations of those risks and hazards will be carried out, including plans for periodic inspections to identify unsafe conditions, work practices and public safety hazards.
- 4. Accident/Exposure Investigation: Establish a procedure to investigate and report occupational and public injury or illness, property damage, vehicle accidents or other mishaps.
- 5. Hazard Correction: Establish means, methods and/or procedures for correcting unsafe or unhealthy conditions that might be exposing both the public and workers to hazards. Corrective actions must be taken immediately when observed or discovered. Should an imminent hazard exist which cannot be immediately abated without endangering employees, the public and/or property, remove or restrict all exposed persons from the area except those necessary to correct the existing condition. Employees necessary to correct the hazardous condition shall be provided the necessary safeguards. When corrective actions cannot be taken immediately, temporary measures should be taken until such time permanent measures are taken to eliminate the potential risks or hazards
- 6. Training: Describe site-specific hazard training programs. In addition to the required safety orientation, additional site specific training, in the form of required weekly safety meetings, will be required. Contractors must also initiate training when: a) new employees are hired; b) employees are given new job assignments for which training has not been previously received; c) new substances, processes, procedures or equipment are introduced that might represent a new public or worker hazard; d) the employee is made aware of a new or previously unrecognized hazard; e) new supervisors are assigned to familiarize themselves with the safety and health hazards to which employees under their immediate direction and control may be exposed; and f) after a jobsite incident or accident has occurred.

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7. Recordkeeping: Establish procedures to maintain records of scheduled and periodic inspections, weekly safety meetings, and training records. Updated records shall be maintained at the jobsite, accessible to the Construction Safety Auditors and/or Quality Assurance Auditors/RE/CPM, and retained in accordance with DDC policy.

The most critical component of the Site Safety Plan is the Job Hazard Assessment section. This section must address specific hazards that are anticipated throughout the project. Each Site Safety Plan must address, at a minimum:

- Public and pedestrian safety
- Fall protection
- Electrical hazards
- Scaffolding
- Fire protection
- Emergency notification & response
- Housekeeping / debris removal
- Dust control

- Maintenance and protection of traffic
- Trenching and excavating
- Heavy equipment operations
- Material / equipment storage
- Environmental contamination
- Sheeting and shoring
- Alcohol and Drug Abuse Policy

The following additional hazards must be addressed, if applicable, based on the contract safety specifications and/or the results of the JHA (the list is not all-inclusive):

- Basic Personal Protective Equipment
- Compressed Air
- Compressed Gas Cylinders
- · Cranes, Derricks and Hoists
- Demolition
- Electrical safety
- Excavations and Trenching
- Fall Protection Floor openings/Stairways
- Fall Protection Guardrails Toe boards etc
- Fall Protection Leading Edge
- Fall Protection Personal Fall Protection Devices
- Fire Protection and Fire Prevention
- Hazard Communication (RIGHT TO KNOW)
- Hazardous Energy & Lock Out / Tag Out
- Housekeeping/ Sanitation
- Maintenance and Protection of Traffic (MPT)
- Man Lifts / Aerial Lifts
- Marine Operations
- Motor Vehicle Safety
- Overhead Power lines
- Permit Required Confined Space
- Portable Ladders
- Powered Actuated Tools
- Powered Material Handling Equipment
- Scaffolds Mobile
- Scaffolds Stationary
- Scaffolds Suspended
- Slings
- Steel Erection

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- Welding and Cutting (Hot Work)
- Airborne Contaminants Particulates General
- Asbestos
- Blood borne Pathogens
- Hearing Protection
- Lead in Construction
- Mercury in Construction
- PCB's
- Respiratory Protection
- Silica
- Thermal Stress
- West Nile Virus
- Rodents and Vermin
- Noise Mitigation Plan

Certain DDC programs, such as Job Order Contracting System (JOCS), may not necessarily require Site Safety Plans. The JOCS contractor will be required to submit a Safety Program. In addition, certain DDC Operating Units may establish program or client-specific safety requirements. The contractor's Site Safety Plan must address such program or client specific safety requirements.

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

As part of the construction kick-off meeting, a Site Safety Plan review will be part of the agenda. A QACS representative will participate in this meeting with the contractor 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 DDC 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 or Consultant during regular, unannounced inspections of the job site. Field Exit Conferences will be held with the RE/CPM, Contractor Superintendents or 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 forward them to the Construction Safety Unit on a weekly basis. Any critical deficiencies shall be immediately reported to QACS 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-QACS, or designee will meet with the Contractor's safety representative, the DDC project manager, the RE/CPM, or 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.

City of New York Department of Design and Construction: Safety Requirements Technical Support Division – Bureau of Quality Assurance and Construction Safety

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 inform the Construction Safety Unit and ACCO Insurance and Risk Management Unit of all medical injuries or illnesses that require doctors' treatment resulting from an on-the-job incident within 24 hours of the occurrence. The Construction Safety Unit shall also be immediately informed of all fatalities, catastrophic accidents with more than one employee hospitalized, any injuries to members of the general public and major equipment damage (e.g., property damage, equipment rollovers, loads dropped from crane). QACS shall maintain a record of all contractor injuries and illnesses during the project and provide regular reports to the Agency.

F. The Construction Safety Unit shall be immediately notified at the start of any NYS-DOL/ NYC-COSH/ OSHA/ EPA inspections. The Director of Quality Assurance & Construction Safety shall maintain a log of

all contractor OSHA/EPA inspections and citations during the project.

IX. SAFETY PERFORMANCE EVALUATION

The contractor's safety record, including all DDC 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 will 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.

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WITNESSETH:

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

CHAPTER I THE CONTRACT AND DEFINITIONS

ARTICLE 1. THE CONTRACT

- 1.1 Except for titles, subtitles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience), the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this Contract:
 - 1.1.1 All provisions required by law to be inserted in this Contract, whether actually inserted or not;
 - 1.1.2 The Contract Drawings and Specifications;
 - 1.1.3 The General Conditions and Special Conditions, if any;
 - 1.1.4 The Contract;
 - 1.1.5 The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and, if used, the Bid Booklet;
 - 1.1.6 All Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed or the Order to Work.
- 1.2 Should any conflict occur in or between the Drawings and Specifications, the Contractor shall be deemed to have estimated the most expensive way of doing the Work, unless the Contractor shall have asked for and obtained a decision in writing from the Commissioner of the Agency that is entering into this Contract, before the submission of its bid, as to what shall govern.

ARTICLE 2. DEFINITIONS

- 2.1 The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context:
 - 2.1.1 "Addendum" or "Addenda" shall mean the additional Contract provisions and/or technical clarifications issued in writing by the Commissioner prior to the receipt of bids.
 - 2.1.2 "Agency" shall mean a city, county, borough or other office, position, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the City treasury.
 - 2.1.3 "Agency Chief Contracting Officer" (ACCO) shall mean a person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the CCPO, or his/her duly authorized representative.

- 2.1.4 "Allowance" shall mean a sum of money which the Agency may include in the total amount of the Contract for such specific contingencies as the Agency believes may be necessary to complete the Work, e.g., lead or asbestos remediation, and for which the Contractor will be paid on the basis of stipulated unit prices or a formula set forth in the Contract or negotiated between the parties provided, however, that if the Contractor is not directed to use the Allowance, the Contractor shall have no right to such money and it shall be deducted from the total amount of the Contract.
- 2.1.5 "City" shall mean the City of New York.
- 2.1.6 "City Chief Procurement Officer" (CCPO) shall mean a person delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCO and any offices which have oversight responsibility for the procurement of construction, or his/her duly authorized representative.
- 2.1.7 "Commissioner" shall mean the head of the Agency that has entered into this Contract, or his/her duly authorized representative.
- 2.1.8 "Comptroller" shall mean the Comptroller of the City of New York.
- 2.1.9 "Contract" or "Contract Documents" shall mean each of the various parts of the contract referred to in Article 1 hereof, both as a whole and severally.
- 2.1.10 "Contract Drawings" shall mean only those drawings specifically entitled as such and listed in the Specifications or in any Addendum, or any drawings furnished by the Commissioner, pertaining or supplemental thereto.
- 2.1.11 "Contract Work" shall mean everything required to be furnished and done by the Contractor by any one or more of the parts of the Contract referred to in Article 1, except Extra Work as hereinafter defined.
- 2.1.12 "Contractor" shall mean the entity which executed this Contract, whether a corporation, firm, partnership, joint venture, individual, or any combination thereof, and its, their, his/her successors, personal representatives, executors, administrators, and assigns, and any person, firm, partnership, joint venture, individual, or corporation which shall at any time be substituted in the place of the Contractor under this Contract.
- 2.1.13 "Days" shall mean calendar days, except where otherwise specified.
- 2.1.14 "Engineer" or "Architect" or "Project Manager" shall mean the person so designated in writing by the Commissioner in the Notice to Proceed or the Order to Work to act as such in relation to this Contract, including a private Architect or Engineer or Project Manager, as the case may be. Subject to written approval by the Commissioner, the Engineer, Architect or Project Manager may designate an authorized representative.
- 2.1.15 "Engineering Audit Officer" (EAO) shall mean the person so designated by the Commissioner to perform responsible auditing functions hereunder.
- 2.1.16 "Extra Work" shall mean Work other than that required by the Contract at the time of award which is authorized by the Commissioner pursuant to Chapter VI of this Contract.
- 2.1.17 "Federal-Aid Contract" shall mean a contract in which the United States (federal) Government provides financial funding as so designated in the Information for Bidders.

- 2.1.18 "Final Acceptance" shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.
- 2.1.19 "Final Approved Punch List" shall mean a list, approved pursuant to Article 14.2.2, specifying those items of Work to be completed by the Contractor after Substantial Completion and dates for the completion of each item of Work.
- 2.1.20 "Law" or "Laws" shall mean the Constitution of the State of New York, the New York City Charter, the New York City Administrative Code, a statute of the United States or of the State of New York, a local law of the City of New York, any ordinance, rule or regulation having the force of law, or common law.
- 2.1.21 "Materialman" shall mean any corporation, firm, partnership, joint venture, or individual, other than employees of the Contractor, who or which contracts with the Contractor or any Subcontractor, to fabricate or deliver, or who actually fabricates or delivers, plant, materials or equipment to be incorporated in the Work.
- 2.1.22 "Means and Methods of Construction" shall mean the labor, materials, temporary structures, tools, plant, and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.
- 2.1.23"Notice to Proceed" or "Order to Work" shall mean the written notice issued by the Commissioner specifying the time for commencement of the Work and the Engineer, Architect or Project Manager.
- 2.1.24 "Other Contractor(s)" shall mean any contractor (other than the entity which executed this Contract or its Subcontractors) who or which has a contract with the City for work on or adjacent to the building or Site of the Work.
- 2.1.25 **"Payroll Taxes"** shall mean State Unemployment Insurance (SUI), Federal Unemployment Insurance (FUI), and payments pursuant to the Federal Insurance Contributions Act (FICA).
- 2.1.26 "Project" shall mean the public improvement to which this Contract relates.
- 2.1.27 "Procurement Policy Board" (PPB) shall mean the Agency of the City of New York whose function is to establish comprehensive and consistent procurement policies and rules which shall have broad application throughout the City.
- 2.1.28 "Required Quantity" in a unit price Contract shall mean the actual quantity of any item of Work or materials which is required to be performed or furnished in order to comply with the Contract.
- 2.1.29 **"Resident Engineer"** shall mean the representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the Work.
- 2.1.30 "Site" shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.
- 2.1.31 "Small Tools" shall mean items that are ordinarily required for a worker's job function, including but not limited to, equipment that ordinarily has no licensing, insurance

or substantive storage costs associated with it; such as circular and chain saws, impact drills, threaders, benders, wrenches, socket tools, etc.

- 2.1.32 "Specifications" shall mean all of the directions, requirements, and standards of performance applying to the Work as hereinafter detailed and designated under the Specifications.
- 2.1.33 "Subcontractor" shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or with its subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, or superintendence, supervision and/or management at the Site. Wherever the word Subcontractor appears, it shall also mean sub-Subcontractor.
- 2.1.34 "Substantial Completion" shall mean the written determination by the Engineer that the Work required under this Contract is substantially, but not entirely, complete and the approval of the Final Approved Punch List.
- 2.1.35 "Work" shall mean all services required to complete the Project in accordance with the Contract Documents, including without limitation, labor, material, superintendence, management, administration, equipment, and incidentals, and obtaining any and all permits, certifications and licenses as may be necessary and required to complete the Work, and shall include both Contract Work and Extra Work.

CHAPTER II THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

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

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

- 4.1 Unless otherwise expressly provided in the Contract Drawings, Specifications, and Addenda, the Means and Methods of Construction shall be such as the Contractor may choose; subject, however, to the Engineer's right to reject the Means and Methods of Construction proposed by the Contractor which in the opinion of the Engineer:
 - 4.1.1 Will constitute or create a hazard to the Work, or to persons or property; or
 - 4.1.2 Will not produce finished Work in accordance with the terms of the Contract; or
 - 4.1.3 Will be detrimental to the overall progress of the **Project**.
- 4.2 The Engineer's approval of the Contractor's Means and Methods of Construction, or his/her failure to exercise his/her right to reject such means or methods, shall not relieve the Contractor of its obligation to complete the Work as provided in this Contract; nor shall the exercise of such right to reject create a cause of action for damages.

ARTICLE 5. COMPLIANCE WITH LAWS

- 5.1 The Contractor shall comply with all Laws applicable to this Contract and to the Work to be done hereunder.
- 5.2 Procurement Policy Board Rules: This **Contract** is subject to the Rules of the **PPB** ("**PPB** Rules") in effect at the time of the bid opening for this **Contract**. In the event of a conflict between the **PPB** Rules and a provision of this **Contract**, the **PPB** Rules shall take precedence.
 - 5.3 Noise Control Code provisions.
 - 5.3.1 In accordance with the provisions of Section 24-216(b) of the Administrative Code of the City ("Administrative Code"), Noise Abatement Contract Compliance, devices and activities which will be operated, conducted, constructed or manufactured pursuant to this Contract and which are subject to the provisions of the City Noise Control Code shall be operated, conducted, constructed, or manufactured without causing a violation of the Administrative Code. Such devices and activities shall incorporate advances in the art of noise control development for the kind and level of noise emitted or produced by such devices and activities, in accordance with regulations issued by the Commissioner of the City Department of Environmental Protection.
 - 5.3.2 The Contractor agrees to comply with Section 24-219 of the Administrative Code and implementing rules codified at 15 Rules of the City of New York ("RCNY") Section 28-100 et seq. In accordance with such provisions, the Contractor, if the Contractor is the responsible party under such regulations, shall prepare and post a Construction Noise Mitigation Plan at each Site, in which the Contractor shall certify that all construction tools and equipment have been maintained so that they operate at normal manufacturers operating specifications. If the Contractor cannot make this certification, it must have in place an Alternative Noise Mitigation Plan approved by the City Department of Environmental Protection. In addition, the Contractor's certified Construction Noise Mitigation Plan is subject inspection by the City Department of Environmental Protection in accordance with Section 28-101 of Title 15 of RCNY. No Contract Work may take place at a Site unless there is a Construction Noise Mitigation Plan or approved Alternative Noise Mitigation Plan in place. In addition, the Contractor shall create and implement a noise mitigation training program. Failure to comply with these requirements may result in fines and other penalties pursuant to the applicable provisions of the Administrative Code and RCNY.
- 5.4 Ultra Low Sulfur Diesel Fuel: In accordance with the provisions of Section 24-163.3 of the Administrative Code, the Contractor specifically agrees as follows:
 - 5.4.1 Definitions. For purposes of this Article 5.4, the following definitions apply:
 - 5.4.1(a) "Contractor" means any person or entity that enters into a Public Works Contract with a **City Agency**, or any person or entity that enters into an agreement with such person or entity, to perform work or provide labor or services related to such Public Works Contract.
 - 5.4.1(b) "Motor Vehicle" means any self-propelled vehicle designed for transporting persons or property on a street or highway.
 - 5.4.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of

Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

- 5.4.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except that this term shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) horsepower or less and that are not used in any construction program or project.
- 5.4.1(e) "Public Works Contract" means a contract with a **City Agency** for a construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; a contract with a **City Agency** for the preparation for any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; or a contract with a **City Agency** for any final work involved in the completion of any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge.
- 5.4.1(f) "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million (15 ppm).

5.4.2 Ultra Low Sulfur Diesel Fuel

- 5.4.2(a) All **Contractors** shall use Ultra Low Sulfur Diesel Fuel in diesel-powered Nonroad Vehicles in the performance of this **Contract**.
- 5.4.2(b) Notwithstanding the requirements of Article 5.4.2(a), **Contractors** may use diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) to fulfill the requirements of this Article 5.4.2, where the Commissioner of the **City** Department of Environmental Protection ("DEP Commissioner") has issued a determination that a sufficient quantity of Ultra Low Sulfur Diesel Fuel is not available to meet the needs of **Agencies** and **Contractors**. Any such determination shall expire after six (6) months unless renewed.
- 5.4.2(c) Contractors shall not be required to comply with this Article 5.4.2 where the City Agency letting this Contract makes a written finding, which is approved, in writing, by the DEP Commissioner, that a sufficient quantity of Ultra Low Sulfur Diesel Fuel, or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is not available to meet the requirements of Section 24-163.3 of the Administrative Code, provided that such Contractor in its fulfillment of the requirements of this Contract, to the extent practicable, shall use whatever quantity of Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is available. Any finding made pursuant to this Article 5.4.2(c) shall expire after sixty (60) Days, at which time the requirements of this Article 5.4.2 shall be in full force and effect unless the City Agency renews the finding in writing and such renewal is approved by the DEP Commissioner.

- 5.4.2(d) Contractors may check on determinations and approvals issued by the DEP Commissioner pursuant to Section 24-163.3 of the Administrative Code, if any, at www.dep.nyc.gov or by contacting the City Agency letting this Contract.
- 5.4.2(e) The requirements of this Article 5.4.2 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.

5.4.3 Best Available Technology

- 5.4.3(a) All **Contractors** shall utilize the best available technology for reducing the emission of pollutants for diesel-powered Nonroad Vehicles in the performance of this **Contract**. For determinations of best available technology for each type of diesel-powered Nonroad Vehicle, **Contractors** shall comply with the regulations of the **City** Department of Environmental Protection, as and when adopted, Chapter 14 of Title 15 of the Rules of the City of New York (RCNY). The **Contractor** shall fully document all steps in the best available technology selection process and shall furnish such documentation to the **City Agency** or the DEP Commissioner upon request. The **Contractor** shall retain all documentation generated in the best available technology selection process for as long as the selected best available technology is in use.
- 5.4.3(b) No Contractor shall be required to replace best available technology for reducing the emission of pollutants or other authorized technology utilized for a diesel-powered Nonroad Vehicle in accordance with the provisions of this Article 5.4.3 within three (3) years of having first utilized such technology for such vehicle.
- 5.4.3(c) This Article 5.4.3 shall not apply to any vehicle used to satisfy the requirements of a specific Public Works Contract for fewer than twenty (20) **Days**.
- 5.4.3(d) The **Contractor** shall not be required to comply with this Article 5.4.3 with respect to a diesel-powered Nonroad Vehicle under the following circumstances:
 - 5.4.3(d)(i) Where the **City Agency** makes a written finding, which is approved, in writing, by the DEP Commissioner, that the best available technology for reducing the emission of pollutants as required by this Article 5.4.3 is unavailable for such vehicle, the **Contractor** shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle.
 - 5.4.3(d)(ii) Where the DEP Commissioner has issued a written waiver based upon the **Contractor** having demonstrated to the DEP Commissioner that the use of the best available technology for reducing the emission of pollutants might endanger the operator of such vehicle or those working near such vehicle, due to engine malfunction, the **Contractor** shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle, which would not endanger the operator of such vehicle or those working near such vehicle.
 - 5.4.3(d)(iii) In determining which technology to use for the purposes of Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above, the **Contractor** shall primarily consider the reduction in emissions of particulate matter and secondarily consider the reduction in emissions of nitrogen oxides associated with the use of such

technology, which shall in no event result in an increase in the emissions of either such pollutant.

- 5.4.3(d)(iv) The **Contractor** shall submit requests for a finding or a waiver pursuant to this Article 5.4.3(d) in writing to the DEP Commissioner, with a copy to the **ACCO** of the **City Agency** letting this **Contract**. Any finding or waiver made or issued pursuant to Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above shall expire after one hundred eighty (180) **Days**, at which time the requirements of Article 5.4.3(a) shall be in full force and effect unless the **City Agency** renews the finding, in writing, and the DEP Commissioner approves such finding, in writing, or the DEP Commissioner renews the waiver, in writing.
- 5.4.3(e) The requirements of this Article 5.4.3 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.
- 5.4.4 Section 24-163 of the Administrative Code. The **Contractor** shall comply with Section 24-163 of the Administrative Code related to the idling of the engines of motor vehicles while parking.

5.4.5 Compliance

- 5.4.5(a) The **Contractor's** compliance with Article 5.4 may be independently monitored. If it is determined that the **Contractor** has failed to comply with any provision of Article 5.4, any costs associated with any independent monitoring incurred by the **City** shall be reimbursed by the **Contractor**.
- 5.4.5(b) Any Contractor who violates any provision of Article 5.4, except as provided in Article 5.4.5(c) below, shall be liable for a civil penalty between the amounts of one thousand (\$1,000) and ten thousand (\$10,000) dollars, in addition to twice the amount of money saved by such Contractor for failure to comply with Article 5.4.
- 5.4.5(c) No Contractor shall make a false claim with respect to the provisions of Article 5.4 to a City Agency. Where a Contractor has been found to have done so, such Contractor shall be liable for a civil penalty of twenty thousand (\$20,000) dollars, in addition to twice the amount of money saved by such Contractor in association with having made such false claim.

5.4.6 Reporting

- 5.4.6(a) For all Public Works Contracts covered by this Article 5.4, the Contractor shall report to the City Agency the following information:
 - 5.4.6(a)(i) The total number of diesel-powered Nonroad Vehicles used to fulfill the requirements of this Public Works Contract;
 - 5.4.6(a)(ii) The number of such Nonroad Vehicles that were powered by Ultra Low Sulfur Diesel Fuel;
 - 5.4.6(a)(iii) The number of such Nonroad Vehicles that utilized the best available technology for reducing the emission of pollutants, including a breakdown by vehicle model and the type of technology;

- 5.4.6(a)(iv) The number of such Nonroad Vehicles that utilized such other authorized technology in accordance with Article 5.4.3, including a breakdown by vehicle model and the type of technology used for each such vehicle;
 - 5.4.6(a)(v) The locations where such Nonroad Vehicles were used; and
- 5.4.6(a)(vi) Where a determination is in effect pursuant to Article 5.4.2(b) or 5.4.2(c), detailed information concerning the **Contractor's** efforts to obtain Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm).
- 5.4.6(b) The **Contractor** shall submit the information required by Article 5.4.6(a) at the completion of **Work** under the Public Works Contract and on a yearly basis no later than August 1 throughout the term of the Public Works Contract. The yearly report shall cover **Work** performed during the preceding fiscal year (July 1 June 30).
- 5.5 Ultra Low Sulfur Diesel Fuel. In accordance with the Coordinated Construction Act for Lower Manhattan, as amended:
 - 5.5.1 Definitions. For purposes of this Article 5.5, the following definitions apply:
 - 5.5.1(a) "Lower Manhattan" means the area to the south of and within the following lines: a line beginning at a point where the United States pierhead line in the Hudson River as it exists now or may be extended would intersect with the southerly line of West Houston Street in the Borough of Manhattan extended, thence easterly along the southerly side of West Houston Street to the southerly side of Houston Street, thence easterly along the southerly side of Houston Street to the southerly side of East Houston Street, thence northeasterly along the southerly side of East Houston Street to the point where it would intersect with the United States pierhead line in the East River as it exists now or may be extended, including tax lots within or immediately adjacent thereto.
 - 5.5.1(b) "Lower Manhattan Redevelopment Project" means any project in Lower Manhattan that is funded in whole or in part with federal or State funding, or any project intended to improve transportation between Lower Manhattan and the two air terminals in the **City** known as LaGuardia Airport and John F. Kennedy International Airport, or between Lower Manhattan and the air terminal in Newark known as Newark Liberty International Airport, and that is funded in whole or in part with federal funding.
 - 5.5.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.
 - 5.5.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower (HP) and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except

that this terms shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) HP or less and that are not used in any construction program or project.

- 5.5.1(e) "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million (15 ppm).
- 5.5.2 Requirements. Contractors and Subcontractors are required to use only Ultra Low Sulfur Diesel Fuel to power the diesel-powered Nonroad Vehicles with engine HP rating of fifty (50) HP and above used on a Lower Manhattan Redevelopment Project and, where practicable, to reduce the emission of pollutants by retrofitting such Nonroad Vehicles with oxidation catalysts, particulate filters, or technology that achieves lowest particulate matter emissions.
- 5.6 Pesticides. In accordance with Section 17-1209 of the Administrative Code, to the extent that the Contractor or any Subcontractor applies pesticides to any property owned or leased by the City, the Contractor, and any Subcontractor shall comply with Chapter 12 of the Administrative Code.
- 5.7 Waste Treatment, Storage, and Disposal Facilities and Transporters. In connection with the Work, the Contractor and any Subcontractor shall use only those waste treatment, storage, and disposal facilities and waste transporters that possess the requisite license, permit or other governmental approval necessary to treat, store, dispose, or transport the waste, materials or hazardous substances.
- 5.8 Environmentally Preferable Purchasing. The **Contractor** shall ensure that products purchased or leased by the **Contractor** or any **Subcontractor** for the **Work** that are not specified by the **City** or are submitted as equivalents to a product specified by the **City** comply with the requirements of the New York City Environmentally Preferable Purchasing Program contained in Chapter 11 of Title 43 of the RCNY, pursuant to Chapter 3 of Title 6 of the Administrative Code.

ARTICLE 6. INSPECTION

- 6.1 During the progress of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall at all times afford the representatives of the **City** every reasonable, safe, and proper facility for inspecting all **Work** done or being done at the **Site** and also for inspecting the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.
- 6.2 The Contractor's obligation hereunder shall include the uncovering or taking down of finished Work and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if Work thus exposed proves satisfactory, and if the Contractor has complied with Article 6.1, such uncovering or taking down and restoration shall be considered an item of Extra Work to be paid for in accordance with the provisions of Article 26. If the Work thus exposed proves unsatisfactory, the City has no obligation to compensate the Contractor for the uncovering, taking down or restoration.
- 6.3 Inspection and approval by the Commissioner, the Engineer, Project Manager, or Resident Engineer, of finished Work or of Work being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the Contractor of its obligation to perform the Work in strict accordance with the Contract. Finished or unfinished Work not found to be in strict accordance with the Contract shall be replaced as directed by the Engineer, even though such Work may have been previously approved and paid for. Such corrective Work is Contract Work and shall not be deemed Extra Work.

6.4 Rejected **Work** and materials shall be promptly taken down and removed from the **Site**, which must at all times be kept in a reasonably clean and neat condition.

ARTICLE 7. PROTECTION OF WORK AND OF PERSONS AND PROPERTY; NOTICES AND INDEMNIFICATION

- 7.1 During the performance of the Work and up to the date of Final Acceptance, the Contractor shall be under an absolute obligation to protect the finished and unfinished Work against any damage, loss, injury, theft and/or vandalism and in the event of such damage, loss, injury, theft and/or vandalism, it shall promptly replace and/or repair such Work at the Contractor's sole cost and expense, as directed by the Resident Engineer. The obligation to deliver finished Work in strict accordance with the Contract prior to Final Acceptance shall be absolute and shall not be affected by the Resident Engineer's approval of, or failure to prohibit, the Means and Methods of Construction used by the Contractor.
- 7.2 During the performance of the Work and up to the date of Final Acceptance, the Contractor shall take all reasonable precautions to protect all persons and the property of the City and of others from damage, loss or injury resulting from the Contractor's, and/or its Subcontractors' operations under this Contract. The Contractor's obligation to protect shall include the duty to provide, place or replace, and adequately maintain at or about the Site suitable and sufficient protection such as lights, barricades, and enclosures.
- 7.3 The Contractor shall comply with the notification requirements set forth below in the event of any loss, damage or injury to Work, persons or property, or any accidents arising out of the operations of the Contractor and/or its Subcontractors under this Contract.
 - 7.3.1 The Contractor shall make a full and complete report in writing to the Resident Engineer within three (3) Days after the occurrence.
 - 7.3.2 The **Contractor** shall also send written notice of any such event to all insurance carriers that issued potentially responsive policies (including commercial general liability insurance carriers for events relating to the **Contractor**'s own employees) no later than twenty (20) days after such event and again no later than twenty (20) days after the initiation of any claim and/or action resulting therefrom. Such notice shall contain the following information: the number of the insurance policy, the name of the Named Insured, the date and location of the incident, and the identity of the persons injured or property damaged. For any policy on which the **City** and/or the **Engineer**, **Architect**, or **Project Manager** are Additional Insureds, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured, such other Additional Insureds, as well as the Named Insured."
 - 7.3.2(a) Whenever such notice is sent under a policy on which the City is an Additional Insured, the Contractor shall provide copies of the notice to the Comptroller, the Commissioner and the City Corporation Counsel. The copy to the Comptroller shall be sent to the Insurance Unit, NYC Comptroller's Office, 1 Centre Street Room 1222, New York, New York, 10007. The copy to the Commissioner shall be sent to the address set forth in Schedule A of the General Conditions. The copy to the City Corporation Counsel shall be sent to Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

- 7.3.2(b) If the **Contractor** fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the **Contractor** shall indemnify the **City** for all losses, judgments, settlements, and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the **City**.
- 7.4 To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold the City, its employees, and officials (the "Indemnitees") harmless against any and all claims (including but not limited to claims asserted by any employee of the Contractor and/or its Subcontractors) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the operations of the Contractor and/or its Subcontractors in the performance of this Contract or from the Contractor's and/or its Subcontractors' failure to comply with any of the provisions of this Contract or of the Law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Article 7.4 by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of Law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of Law, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis.
 - 7.4.1 Indemnification under Article 7.4 or any other provision of the **Contract** shall operate whether or not **Contractor** or its **Subcontractors** have placed and maintained the insurance specified under Article 22.
- 7.5 The provisions of this Article 7 shall not be deemed to create any new right of action in favor of third parties against the **Contractor** or the **City**.

CHAPTER III TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

8.1 The Contractor shall commence the Work on the date specified in the Notice to Proceed or the Order to Work. The time for performance of the Work under the Contract shall be computed from the date specified in the Notice to Proceed or the Order to Work. TIME BEING OF THE ESSENCE to the City, the Contractor shall thereafter prosecute the Work diligently, using such Means and Methods of Construction as are in accord with Article 4 herein and as will assure its completion not later than the date specified in this Contract, or on the date to which the time for completion may be extended.

ARTICLE 9. PROGRESS SCHEDULES

9.1 To enable the Work to be performed in an orderly and expeditious manner, the Contractor, within fifteen (15) Days after the Notice to Proceed or Order to Work, unless otherwise directed by the Engineer, shall submit to the Engineer a proposed progress schedule based on the Critical Path Method in the form of a bar graph or in such other form as specified by the Engineer, and monthly cash flow requirements, showing:

- 9.1.1 The anticipated time of commencement and completion of each of the various operations to be performed under this **Contract**; and
- 9.1.2 The sequence and interrelation of each of these operations with the others and with those of other related contracts; and
- 9.1.3 The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the **Work**, including the anticipated time for obtaining required approvals pursuant to Article 10; and
- 9.1.4 The estimated amount in dollars the Contractor will claim on a monthly basis.
- 9.2 The proposed schedule shall be revised as directed by the **Engineer**, until finally approved by the **Engineer**, and after such approval, subject to the provisions of Article 11, shall be strictly adhered to by the **Contractor**.
- 9.3 If the Contractor shall fail to adhere to the approved progress schedule, or to the schedule as revised pursuant to Article 11, it shall promptly adopt such other or additional Means and Methods of Construction, at its sole cost and expense, as will make up for the time lost and will assure completion in accordance with the approved progress schedule. The approval by the City of a progress schedule which is shorter than the time allotted under the Contract shall not create any liability for the City if the approved progress schedule is not met.
- 9.4 The Contractor will not receive any payments until the proposed progress schedule is submitted.

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

- 10.1 From time to time as the **Work** progresses and in the sequence indicated by the approved progress schedule, the **Contractor** shall submit to the **Engineer** a specific request in writing for each item of information or approval required by the **Contractor**. These requests shall state the latest date upon which the information or approval is actually required by the **Contractor**, and shall be submitted in a reasonable time in advance thereof to provide the **Engineer** a sufficient time to act upon such submissions, or any necessary re-submissions thereof.
- 10.2 The **Contractor** shall not have any right to an extension of time on account of delays due to the **Contractor's** failure to submit requests for the required information or the required approval in accordance with the above requirements.

ARTICLE 11. NOTICE OF CONDITIONS CAUSING DELAY AND DOCUMENTATION OF DAMAGES CAUSED BY DELAY

- 11.1 After the commencement of any condition which is causing or may cause a delay in completion of the **Work**, including conditions for which the **Contractor** may be entitled to an extension of time, the following notifications and submittals are required:
 - 11.1.1 Within seven (7) Days after the commencement of such condition, the Contractor must notify the Engineer 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.

- 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, and every thirty (30) Days thereafter for as long as such damages are being incurred, the Contractor shall submit to the Commissioner verified written statements of the details and the amounts of such damages, together with documentary evidence of such damages, ("statement of delay damages") as further detailed in Article 11.6. 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. On failure of the Contractor to strictly comply with all of 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 arising under or by reason of this Contract shall not be different from or in excess of the statements made and documentation provided pursuant to this Article 11.
- 11.1.3Within 60 days of submission of the final verified statement of claims pursuant to Article 44, the Commissioner shall make a determination as to whether a compensable delay has occurred and, if so, the amount of compensation due the Contractor. Notwithstanding the above, the Commissioner may make a determination as to whether a compensable delay has occurred at any time after the Contractor's first submission of a statement of delay damages provided, however, that the amount of compensation due to the Contractor will not be determined until the Commissioner determines that the Work is delayed after the date set for substantial completion.
- 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 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 Project 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, 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 Extended delays attributable to the **City** in the review or issuance of change orders, in shop drawing reviews and approvals or as a result of the cumulative impact of multiple change orders, which have a verifiable impact on **Project** costs.
 - 11.4.1.3 The unavailability of the **Site** for an extended period of time that significantly affects the scheduled completion of the **Contract**.

- 11.4.1.4 The issuance by the **Engineer** of a stop work order relative to a substantial portion of the **Work** for a period exceeding thirty (30) **Days**, that was not brought about through any action or omission of the **Contractor**.
- 11.4.1.5 Differing site conditions 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** by a date earlier than the date of **Substantial Completion** provided for in Schedule A unless there is a provision in the **Contract** providing for additional compensation for early completion. No claim may be made for any alleged delay in **Substantial Completion** of the **Work** if the work 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.
- 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 generally recognized 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 action 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 amount of additional compensation sought and a breakdown of that amount into categories as described in Article 26.2, subject to the limitations set forth 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 Insurance and bond costs:
 - 11.7.1.5 Extended field office costs:
 - 11.7.1.6 Extended Site overhead: and
 - 11.7.1.7 Extended home office overhead.
- 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 11.7.1.6, and an

additional overhead of five (5%) percent of the costs outlined in Articles 11.7.1.1 through 11.7.1.3.

- Non-Recoverable Costs. The parties agree that the City will have no liability for 11.7.3 the following items and the Contractor agrees it shall make no claim for the following items:
 - 11.7.3.1Profit, or loss of anticipated or unanticipated profit;
 - 11.7.3.2Consequential damages, including but not limited to interest on monies in dispute, including interest which is paid on such monies, 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;
 - 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 Determinations 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 If the parties agree, pursuant to Article 11.1.3 above, that a compensable delay has occurred and agree on the amount of compensation, payment may be made pursuant to a written change order. Payment pursuant to such change order is subject to pre-audit by the Engineering Audit Officer, and may be post-audited by the Comptroller and/or the Agency.

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 STANDARD CONSTRUCTION CONTRACT CITY OF NEW YORK 17

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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 the Engineer to issue any directions, or the failure 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(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** 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 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 within ten (10) Days of the 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 proposes alternative dates, then, within a reasonable time after receipt, the Engineer, in a written notification to the Contractor, shall approve the Contractor's completion dates or, if they are unable to agree, the Engineer shall establish dates for the completion of each item of Work. If the Contractor neither accepts the dates nor proposes alternative dates within ten (10) Days, the schedule proposed by the Engineer shall be deemed accepted. 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, 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 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 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 inspection if, upon such inspection, the 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 for the purpose of Substantial Completion or Final Acceptance shall be made within ten (10) 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** 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** 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** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.
- 14.7 Initiation of Inspection by the Engineer: If the Contractor does not request inspection or reinspection of the Work for the purpose of Substantial Completion or Final Acceptance, the 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** 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 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. 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.

¹ In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at www.nyc.gov/pip. Additional assistance with PIP may be obtained by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.

- 17.4 If an approved **Subcontractor** elects to subcontract any portion of its subcontract, the proposed sub-subcontract shall be submitted in the same manner as directed above.
- 17.5 The Commissioner will notify the Contractor in writing whether the proposed Subcontractor is approved. If the proposed Subcontractor is not approved, the Contractor may submit another proposed Subcontractor unless the Contractor decides to do the Work. No Subcontractor shall be permitted to enter or perform any work on the Site unless approved.
- 17.6 Before entering into any subcontract hereunder, the Contractor shall provide the proposed Subcontractor with a complete copy of this document and inform the proposed Subcontractor fully and completely of all provisions and requirements of this Contract relating either directly or indirectly to the Work to be performed and the materials to be furnished under such subcontract, and every such Subcontractor shall expressly stipulate that all labor performed and materials furnished by the Subcontractor shall strictly comply with the requirements of this Contract.
- 17.7 Documents given to a prospective **Subcontractor** for the purpose of soliciting the **Subcontractor's** bid shall include either a copy of the bid cover or a separate information sheet setting forth the **Project** name, the **Contract** number (if available), the **Agency** (as noted in Article 2.1.6), and the **Project's** location.
- 17.8 The Commissioner's approval of a Subcontractor shall not relieve the Contractor of any of its responsibilities, duties, and liabilities hereunder. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractor and of such Subcontractor's officers, agents, and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract.
- 17.9 If the **Subcontractor** fails to maintain the necessary facilities, skill, integrity, past experience, and financial resources (other than due to the **Contractor's** failure to make payments where required) to perform the **Work** in accordance with the terms and conditions of this **Contract**, the **Contractor** shall promptly notify the **Commissioner** and replace such **Subcontractor** with a newly approved **Subcontractor** in accordance with this Article 17.
- 17.10 The Contractor shall be responsible for ensuring that all Subcontractors performing Work at the Site maintain all insurance required by Law.
- 17.11 The **Contractor** shall promptly, upon request, file with the **Engineer** a conformed copy of the subcontract and its cost. The subcontract shall provide the following:
 - 17.11.1 Payment to Subcontractors: The agreement between the Contractor and its Subcontractor shall contain the same terms and conditions as to method of payment for Work, labor, and materials, and as to retained percentages, as are contained in this Contract.
 - 17.11.2 Prevailing Rate of Wages: The agreement between the **Contractor** and its **Subcontractor** shall include the prevailing wage rates and supplemental benefits to be paid in accordance with Labor Law Section 220.
 - 17.11.3 Section 6-123 of the Administrative Code: Pursuant to the requirements of Section 6-123 of the Administrative Code, every agreement between the **Contractor** and a **Subcontractor** in excess of fifty thousand (\$50,000) dollars shall include a provision that the **Subcontractor** shall not engage in any unlawful discriminatory practice as defined in Title VIII of the Administrative Code (Section 8-101 et seq.).

- 17.11.4 All requirements required pursuant to federal and/or state grant agreement(s), if applicable to the Work.
- 17.12 The Commissioner may deduct from the amounts certified under this Contract to be due to the Contractor, the sum or sums due and owing from the Contractor to the Subcontractors according to the terms of the said subcontracts, and in case of dispute between the Contractor and its Subcontractor, or Subcontractors, as to the amount due and owing, the Commissioner may deduct and withhold from the amounts certified under this Contract to be due to the Contractor such sum or sums as may be claimed by such Subcontractor, or Subcontractors, in a sworn affidavit, to be due and owing until such time as such claim or claims shall have been finally resolved.
- 17.13 On contracts where performance bonds and payment bonds are executed, the Contractor shall include on each requisition for payment the following data: Subcontractor's name, value of the subcontract, total amount previously paid to Subcontractor for Work previously requisitioned, and the amount, including retainage, to be paid to the Subcontractor for Work included in the requisition.
- 17.14 On Contracts where performance bonds and payment bonds are not executed, the Contractor shall include with each requisition for payment submitted hereunder, a signed statement from each and every Subcontractor and/or Materialman for whom payment is requested in such requisition. Such signed statement shall be on the letterhead of the Subcontractor and/or Materialman for whom payment is requested and shall (i) verify that such Subcontractor and/or Materialman has been paid in full for all Work performed and/or material supplied to date, exclusive of any amount retained and any amount included on the current requisition, and (ii) state the total amount of retainage to date, exclusive of any amount retained on the current requisition.

ARTICLE 18. ASSIGNMENTS

- 18.1 The **Contractor** shall not assign, transfer, convey or otherwise dispose of this **Contract**, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise any of the monies due or to become due under this **Contract**, unless the previous written consent of the **Commissioner** shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.
- 18.2 Such assignment, transfer, conveyance or other disposition of this **Contract** shall not be valid until filed in the office of the **Commissioner** and the **Comptroller**, with the written consent of the **Commissioner** endorsed thereon or attached thereto.
- 18.3 Failure to obtain the previous written consent of the **Commissioner** to such an assignment, transfer, conveyance or other disposition, may result in the revocation and annulment of this **Contract**. The **City** shall thereupon be relieved and discharged from any further liability to the **Contractor**, its assignees, transferees or sublessees, who shall forfeit and lose all monies therefor earned under the **Contract**, except so much as may be required to pay the **Contractor's** employees.
- 18.4 The provisions of this clause shall not hinder, prevent, or affect an assignment by the **Contractor** for the benefit of its creditors made pursuant to the **Laws** of the State of New York.
- 18.5 This **Contract** may be assigned by the **City** to any corporation, agency or instrumentality having authority to accept such assignment.

CHAPTER V CONTRACTOR'S SECURITY AND GUARANTEE

ARTICLE 19. SECURITY DEPOSIT

- 19.1 If performance and payment bonds are required, the City shall retain the bid security to ensure that the successful bidder executes the Contract and furnishes the required payment and performance security within ten (10) Days after notice of the award of the Contract. If the successful bidder fails to execute the Contract and furnish the required payment and performance security, the City shall retain such bid security as set forth in the Information for Bidders. If the successful bidder executes the Contract and furnishes the required payment and performance security, the City shall return the bid security within a reasonable time after the furnishing of such bonds and execution of the Contract by the City.
- 19.2 If performance and payment bonds are not required, the bid security shall be retained by the City as security for the Contractor's faithful performance of the Contract. If partial payments are provided, the bid security will be returned to the Contractor after the sum retained under Article 21 equals the amount of the bid security, subject to other provisions of this Contract. If partial payments are not provided, the bid security will be released when final payment is certified by the City for payment.
- 19.3 If the **Contractor** is declared in default under Article 48 prior to the return of the deposit, or if any claim is made such as referred to in Article 23, the amount of such deposit, or so much thereof as the **Comptroller** may deem necessary, may be retained and then applied by the **Comptroller**:
 - 19.3.1 To compensate the City for any expense, loss or damage suffered or incurred by reason of or resulting from such default, including the cost of re-letting and liquidated damages; or
 - 19.3.2 To indemnify the City against any and all claims.

ARTICLE 20. PAYMENT GUARANTEE

- 20.1 On Contracts where one hundred (100%) percent performance bonds and payment bonds are executed, this Article 20 does not apply.
- 20.2 In the event the terms of this **Contract** do not require the **Contractor** to provide a payment bond or where the **Contract** does not requite 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.
 - 20.4.2In 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.
- 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 STANDARD CONSTRUCTION CONTRACT CITY OF NEW YORK 28

DDC

December 2013



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/10/2015

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(les) 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).

		ATTENDED IN 16 DE	CUT AR DEVISION NUMBER:			
Staten Island	NY	10303	INSURER F:			
•			INSURER E Aspen American Ins. Co.	43460		
38 Kinsey Place			INSURER D Endurance American Specialty	41718		
DiFazio Industries			INSURER C: Insurance Co of State of PA	19429		
INSURED						
	14 T	11000	INSURER B Axis Insurance Co.	37273		
PLAINVIEW	NY	11803	INSURER A National Union Fire Ins Co of	19445		
SUITE 112			INSURER(S) AFFORDING COVERAGE	NAIC #		
131 SUNNYSIDE BLVD			E-MAIL ADDRESS: MRELLA@VANGUARDCOVERAGE.COM			
Vanguard Coverage C	orpo	ration	LAZV. NV. LAU.			
PRODUCER		• •	PHONE (A/C, No, Ext): (516) 349-1333 (A/C, No): (516) 349-8667			
			CONTACT Michael Rella			
certificate noider in lieu of S	ucn er	idorsement(s).				

CERTIFICATE NUMBER:15-16 REGULAR **COVERAGES** 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.

	XCLUSIONS AND CONDITIONS OF SUC	ADDLIS			POLICY EFF	POLICY EXP		
INSR LTR	TYPE OF INSURANCE		MAD	POLICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
LIK	GENERAL LIABILITY						EACH OCCURRENCE \$	1,000,000
						1	DAMAGE TO RENTED PREMISES (Ea occurrence) \$	100,000
	X COMMERCIAL GENERAL LIABILITY			•	2/21/2015	2/21/2016	PHEMISES (La occurrence)	E 000
Α	CLAIMS-MADE X OCCUR			GL1903237	2,21,2013	[, 21, 2010	MED EXP (Any one person) \$	
ļ	X CONTRACTUAL LIABILITY				1		PERSONAL & ADV INJURY \$	
		-					GENERAL AGGREGATE \$	2,000,000
		-			!		PRODUCTS - COMP/OP AGG \$	2,000,000
1	GEN'L AGGREGATE LIMIT APPLIES PER:	1 1			-		\$	
L	POLICY X PRO- LOC	\bot					COMBINED SINGLE LIMIT	1 222 222
	AUTOMOBILE LIABILITY	1 1			1		(Ea accident) \$	
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A				CA3632243			BODILY INJURY (Per accident) \$;
							PROPERTY DAMAGE \$	
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	UMBRELLA LIAB X OCCUR				1] -	EACH OCCURRENCE \$	5,000,000
l	├ ──						AGGREGATE \$	5,000,000
В	X EXCESS LIAB CLAIMS-MADE			MNU785895012015	2/21/2015	2/21/2016	3	
<u> </u>	DED RETENTION \$			ANO 7 OS OS SOCIEDES			X WC STATU- OTH-	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	.			1.			1 000 000
1	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		-	1		E.L. EACH ACCIDENT \$	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC019177479	2/21/2015 2/21/	2/21/2016	E.L. DISEASE - EA EMPLOYEE \$	1,000,000
							E.L. DISEASE - POLICY LIMIT S	1,000,000
<u></u>	DÉSCRIPTION OF OPERATIONS below					201/2016		
D	D EXCESS POLICY			EXC10006507500		2/21/2016	OCC/AGG LIMIT:	5,000,000
Е	E PROPERTY			IMAF73115	2/21/2015	2/21/2016	ON SCHEDULE W. COMPANY	DED \$2,500
-	L PROTURET							
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) FMS ID: SEN002169 E-PIN: 85015B0078001

DDC PIN: 8502014SE0042C

Construction of Combined Sewers and Appurtenances in: York Avenue between East 61st Street & East 63rd

Street. etc. - Borough of Manhattan

Certificate Holder, City of New York, Including its officals and employees, All person(s) or

organizations(s) if any:

The New York City Transit Authority (NYCTAL. Manhattan and Bronx Surface Transit Operation Authority

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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

NYC DEPARTMENT OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101

AUTHORIZED REPRESENTATIVE

Joseph Sforzo/DEBBIE

govern - Sorge

COMMENTS/REMARKS

(MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA). Metropolitan Transportation Authority (MTA). its subsidiaries and affiliated companies. The Contractor shall furnish two (2) certificates of insurance to and the policy shall be endorsed to provide thirty (30) days advance notice to the Director. Risk Management. MTA Risk and Insurance Management. MTA Floor. New York. NY 10004. of any material change and/or cancellation. Consolidated Edison Company Of New York.

Additional Insureds as required by written contract.

Schedule A (GENERAL CONDITIONS TO CONTRUCTION CONTRACT) (GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE

Part III. BROKER'S CERTIFICATION

[Note to Contracting Agency: Pursuant to Article 22.3.3 of the Contract, every Certificate of the Insurance must be accompanied by either the following certification by broker setting forth the following text and required information and signatures or certified copies of all policies referenced in the Certificate of Insurance.]

CERTIFICATION NY BROKER

The undersigned insurance broker represents to the <u>City of New York</u> that the attached Certificate of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

131 SUNNYSIDE BLVD. SUITE 112, PLAINVIEW, NY 11803

VANGUARD COVERAGE CORP.

[Name of Broker (typewritten)]

[Address of Broker (typewritten)]
- Mill
(Signature of Authorized Official or broker)
MICHAEL RELLA@VANGUARDCOVERAGE.COM
[Name and title of authorized official (typewritten)]
516-349-1333
Phone number/Fax number of broker [typewritten)]
SENIOR ACCOUNT EXECUTIVE
[Name and title of authorized official (typewritten)]

State of)

State of)

State of)

Sworn to before me this // day of ________201

Notary Public for the state of NY

Standard Construction Contract Schedule A
December 2013

LYNN ANN INFANTI
Notary Public, State of New York
No. 01IN6004351
Qualified in Suffolk County
Commission Expires March 23,

STATE OF NEW YORK WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

		ELISTITION INSURANCE COVERAGE		
1a. Legal Name & Ad DiFazio Industries 38 Kinsey Place Staten Island, NY 1	ddress of Insured (Use street address only) 1803	1b. Business Telephone Number of Insured 718 - 720-6966 1c. NYS Unemployment Insurance Employer Registration Number of Insured		
Work Location of Ins limited to certain loc Policy) ALL LOCATION	ured (Only required if coverage is specifically ations in New York State, i.e., a Wrap-Up ONS	1d. Federal Employer Identification Number of Insured or Social Security Number 731706369		
Coverage (Entity B		 3a. Name of Insurance Carrier Insurance Co of State of PA 3b. Policy Number of entity listed in box "1a" WC019177479 3c. Policy effective period 2/21/15 - 2/21/16 		
		3d. The Proprietor, Partners or Executive Officers are ☐ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.		
this Certificate of Insurant The Insurance Carrier wor within 30 days IF the coverage indicated on the	N PAGE of the workers' compensation insurance to the entity listed above as the certificate hill also notify the above certificate holder withingere are reasons other than nonpayment of prefix Certificate. (These notices may be sent by regions)	To use this form, New York (NY) must be listed under Item 3A nace policy). The Insurance Carrier or its licensed agent will send tolder in box "2". In 10 days IF a policy is canceled due to nonpayment of premiums miums that cancel the policy or eliminate the insured from the gular mail.) Otherwise, this Certificate is valid for one year after until the policy expiration date listed in box "3c", whichever is		
Certificate of Workers'	nse or contract issued by a certificate holder	policy indicated on this form, if the business continues to be the business must provide that certificate holder with a new ed proof that the business is complying with the mandatory tion Law.		
Under penalty of perju above and that the nam	ry, I certify that I am an authorized represe ed insured has the coverage as depicted on t	ntative or licensed agent of the insurance carrier referenced his form.		
Approved by:	Michael Rella (Print name of authorized representative	or ligarous scort of incurred and in		
Approved by:	(Signature)	06/10/15		
Title:	_Senior Account Executive			
elephone Number of au	thorized representative or licensed agent of ins	urance carrier: 516-349-1333		
		uthorized to issue Form C 105.2 Insurance head and NOT		

C-105.2 (9-07)

authorized to issue it.

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.

STATE OF NEW YORK WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier							
1a. Legal Name and Address of Insured (Use street address only)			1b. Business Telephone Number of Insured				
DiFazio Industries Inc. 38 Kinsey Place Staten Island, NY 10303			1c. NYS Unemployment Insurance Employer Registration Number of Insured				
			1d. Federal Employer Identification Number of Insured or Social Security Number 73-1706369				
	Address of the Entity R (Entity Being Listed as t		3a. Name of Insurance Carrier Wesco Insurance Company				
			3b. Policy Number of entity listed in box "1a":				
	PARTMENT OF DESIG DMSON AVE	SN & CONSTRUCTION	WDL 0208647				
1	LAND CITY, NY 11101	!	3c. Policy effective period:				
4. Policy cov	/ers:						
		yer's employees eligible unde	er the New York Disability Benefits Law				
		ing class or classes of the emp					
•	_						
Under penals and that the	ty of perjury, I certify that named insured has NYS I	nt I am an authorized represen Disability Benefits insurance	tative or licensed agent of the insurance carrier referenced above coverage as described above.				
Date Signed	6/10/15	By	9th lan h Zha				
Date Signed		(Signature of insurance carrier's a	authorized representative or NYS Licensed Insurance Agent of that insurance carrier)				
Telephone N	lumber 800-535-2711	Title Vice Preside	ent				
1 -			arrier's authorized representative or NYS Licensed Insurance Agent of that				
	carrier, this certificate is COM	MPLETE. Mail it directly to the cer	tificate holder. urposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for				
	completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.						
PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)							
		State Of N Workers' Compe					
According to Disability Ber	information maintained by nefits Law with respect to al	the NYS Workers' Compensational of his/her employees.	on Board, the above-named employer has complied with the NYS				
Date Signed		By	<u></u> -				
		(Signature o	of NYS Workers' Compensation Board Employee)				
Telephone N	Number	Title					
L							

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

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability 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". This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".

Please Note: Upon the cancellation of the disability 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 Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

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

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.
 - 22.1.1Commercial 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, at http://www.nyc.gov/html/dob/downloads/rules/1 RCNY 101-08.pdf, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08. 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 with coverage at least as broad as the most recent edition of ISO Forms CG 20 10, CG 20 37, and CG 20 26, as applicable; (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 Broker" 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.
 - 26.1.2If 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) x (HP rating) x (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) x (HP rating) x (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
- Workers' Compensation Insurance, and any insurance coverage expressly 26.2.9 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
- Additional costs incurred as a result of the Extra Work for performance and 26.2.10 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 STANDARD CONSTRUCTION CONTRACT CITY OF NEW YORK 39

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 CITY OF NEW YORK

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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 CITY OF NEW YORK

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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 for as long as such damages are incurred, 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.

- 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 CITY OF NEW YORK

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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.

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

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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.

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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 CITY OF NEW YORK STANDARD CONSTRUCTION CONTRACT 56 DDC

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 CITY OF NEW YORK

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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 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 prepaid 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 STANDARD CONSTRUCTION CONTRACT CITY OF NEW YORK 67 December 2013

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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 CITY OF NEW YORK 75 STANDARD CONSTRUCTION CONTRACT December 2013

- (\$10,000.) dollars, or for construction involving an amount greater than fifteen thousand (\$15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.
- 69.1.3 Prospective Contractors are not required to agree to these conditions. However, in the case of Contracts let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a Contract to supply goods, services or contraction of comparable quality, the Agency shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable Law, that it is in the best interest of the City that the Contract be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the City Charter.
- 69.1.4 In the case of Contracts let by other than competitive sealed bidding, if a prospective Contractor does not agree to these conditions, no Agency, elected official or the City Council shall award the Contract to that bidder unless the Agency seeking to use the goods, services or construction certifies in writing that the Contract is necessary for the Agency to perform its functions and there is no other responsible Contractor who will supply goods, services or construction of comparable quality at a comparable price.
- 69.2 In accordance with Section 6-115.1 of the Administrative Code, the **Contractor** stipulates that such **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** either:
 - 69.2.1 Have no business operations in Northern Ireland, or
 - 69.2.2 Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.
 - 69.3 For purposes of this Article, the following terms shall have the following meanings:
 - 69.3.1 "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work-place opportunity which require employers doing business in Northern Ireland to:
 - 69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;
 - 69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling to and from Work;
 - 69.3.1(c) ban provocative religious or political emblems from the workplace;
 - 69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;

- 69.3.1(e) establish layoff, recall, and termination procedures which do not in practice favor a particular religious group;
- 69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;
- 69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade, and improve the skills of workers from under-represented religious groups;
- 69.3.1(h) establish procedures to asses, 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 in default and/or terminate this Contract for cause and procure supplies, services or Work from another source in the manner the Agency deems proper. In the event of such termination, the Contractor shall pay to the Agency, or the Agency in its sole discretion may withhold from any amounts otherwise payable to the Contractor, the difference between the Contract price for the uncompleted portion of this Contract and the cost to the Agency of completing performance of this Contract either itself or by engaging another Contractor or Contractors. In the case of a requirement Contract, the Contractor shall be liable for such difference in price for the entire amount of supplies required by the Agency for the uncompleted term of Contractor's Contract. In the case of a construction Contract, the Agency shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Contract, and/or may seek debarment or suspension of the Contractor. The rights and remedies of the Agency hereunder shall be in addition to, and not in lieu of, any rights and remedies the Agency has pursuant to this Contract or by operation of Law.

ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB

70.1 The Contractor shall electronically file all alteration type-2 and alteration type-3 applications via the New York City Development Hub Web site, except applications for the following types of minor alterations: enlargements, curb cuts, legalizations, fire alarms, builders pavement plans, and jobs filed on Landmark Preservation Commission calendared properties. All such filings must be professionally certified. Information about electronic filing via the New York City Development Hub is available on the City Department of Buildings Web site at www.nyc.gov/buildings.

ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance Law (Finance Law), shall not be utilized in the performance of this **Contract** except as expressly permitted by Section 165 of the Finance Law.

ARTICLE 72. CONFLICTS OF INTEREST

72.1 Section 2604 of the City Charter and other related provisions of the City Charter, the Administrative Code, and the Penal Law are applicable under the terms of this Contract in relation to conflicts of interest and shall be extended to Subcontractors authorized to perform Work, labor and services pursuant to this Contract and further, it shall be the duty and responsibility of the Contractor to so inform its respective Subcontractors. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

ARTICLE 73. MERGER CLAUSE

73.1 The written **Contract** herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this **Contract** shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 74. STATEMENT OF WORK

74.1 The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the Specifications and Addenda thereto, numbered ______

ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

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 CITY OF NEW YORK

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which the **Agency** may waive the requirements of this Article 76 for payment 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. 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.
- THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED C. A SCHEDULE B SUBMITTED BY (SCHEDULE B, PART II). HEREIN 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 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.
- Where an M/WBE Utilization Plan has been submitted, the Contractor shall, within 30 days of 5. issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multiyear contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work. In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.
- 6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the

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

- 7. Where an M/WBE Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to,: the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.
- 8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's M/WBE Utilization Plan, Agency shall take appropriate action, in accordance with Section 6-129 and Article II below, unless the Contractor has obtained a modification of its M/WBE Utilization Plan in accordance with Section 6-129 and Part A, Section 11 below.
- 9. Where an **M/WBE** Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds the greater of 10 percent of the Contract or Task Order, as applicable, or \$500,000, Agency shall review the scope of work for the Contract or Task Order, as applicable, and the scale and types of work involved in the change order, and determine whether the **Participation Goals** should be modified.
- 10. Pre-award waiver of the **Participation Goals**. (a) A bidder or proposer, or contractor with respect to a Task Order, may seek a pre-award full or partial waiver of the **Participation Goals** in accordance with Section 6-129, which requests that Agency change one or more **Participation Goals** on the grounds that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, or by demonstrating that it has legitimate business reasons for proposing a lower level of subcontracting in its M/WBE Utilization Plan.
- (b) To apply for a full or partial waiver of the **Participation Goals**, a bidder, proposer, or contractor, as applicable, must complete Part III (Page 5) of Schedule B and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at poped@ddc.nyc.gov or via facsimile at (718) 391-1886. Bidders, proposers, or contractors, as applicable, who have submitted requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.
- (c) If the Agency determines that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, it shall revise the solicitation and extend the deadline for bids and proposals, or revise the Task Order, as applicable.

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

- 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.
- 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

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

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.

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- 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;
- 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:
Commissioner
CONTRACTOR:
By: Jall La
(Member of Firm or Officer of Corporation)
burn hale
Title: Vincess (1600)

(Where Contractor is a Corporation, add): Attest:

Secretary

(Seal)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION
State of NY County of Queens ss:
The 2015
of the corporation described in and which executed the foregoing instrument; that he knows the seal of said
29-47 (86 5t. Closing My (195) that he is the BUSINESS Director
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.
the directors of said corporation, and that he signed his hame thereto by like order.
// // // // //
VICTORIA AYO-VAUGHAN
Notary Public, State of New York Registration #01AY5014042 Notary Public of Commissioner of Deeds
Ouglified in Ougons County
Commission Expires July 15, 2015
•
ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP
State 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
A OWNOW! EDGEMENT OF DDINGIDAL IF AN INDIVIDUAL
ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL
State of county of ss:
State of so.
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

AUTHORITY

MAYOR'S CERTIFICATE NO. CBX BUDGET DIRECTOR'S CERTIFICATE NO.

Seven million, Four hundred

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 three thousand, Four Hundred twenty three dollars Dollars (\$ 7, 423, 423.00
Dollars (\$ 7, 423, 423. 00
is chargeable to the fund of the Department of Design and Construction entitled Code
Department of Design and Construction
I hereby certify that the specifications contained herein comply with the terms and conditions of the BUDGET.
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
CUTY OF NEW YORK STANDARD CONSTRUCTION CONTRACT

ACKNOWLEDGEMENT BY COMMISSIONER

State of New York Count	y of Oureers ss:
The City of New York, the person desc	buty Commissioner of the Department of Design and Construction of cribed as such in and who as such executed the foregoing instrument cuted the same as Deputy Commissioner for the purposes therein
mentioned.	10119
VICTORIA AYO-VAUGHAN Notary Public, State of New York Registration #01AY5014042 Qualified in Queens County Commission Expires July 15,	Notary Public or Commissioner of Deeds

MAYOR'S CERTIFICATE OR CERTIFICATE OF THE DIRECTOR OF THE BUDGET

<u>Performance Bond #1 (Pages 92 to 95)</u>: 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
(\$
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

<u>Performance Bond #1 (Pages 92 to 95)</u>: 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.

<u>Performance Bond #1 (Pages 92 to 95)</u>: 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	
		D.		
•		•		
(Seal)			Surety	
		Ву:		<u> </u>
(Seal)			Surety	
		By:		
(Seal)			Surety	
		Ву:	-	·
(Seal)			Surety	
		Ву:		
Bond Premium Rate			<u>·</u>	
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 92 to 95): 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	<u> I OF PRINCIPAL IF A COF</u>	RPORATION
tate of	Cou	nty of	ss:
on this	day of	, 20	before me personally
ame			
me known, who,	being by me duly sworn did d	lepose and say that he/she resid	les
		; that he/she is the	
of the corporation defined the foregoing instru			nd that he/she signed his/her name to y authorized and binding act thereof.
Notary Public or Co	ommissioner of Deeds.	OF PRINCIPAL IF A PA	RTNERSHIP
	ACKNOWLEDGMEN	NT OF PRINCIPAL IF A PA	CC.
State of	Co	unty of	ss:
On this	day of	, 20	before me personally
ame	11.1	_,	sides .
o me known, who	, being by me duly sworn did	dispose and say that he/she res	ndes
ıt		that halaha is	partner of
	1' '4 - 1/mamamala	partnership existing under the cribed in and which executed the	laws of the State of
and that he/she sig said partnership.	ned his/her name to the forego	oing instrument as the duly aut	nonzed and omaing act or
Notary Public or C	Commissioner of Deeds.		
		ENT OF PRINCIPAL IF AN	
State of	C	ounty of	ss:
	day of	, 20	before me personally
On this	day or	,	
to me known who	being by me duly sworn dic	d depose and say that he/she re	sides
at			
		, and that he/she is th	e individual whose name is
subscribed to the instrument, said i	within instrument and acknown and instrument and instrurnation of the instruction of the	wledged to me that by his/her s ment.	ignature on the
Notary Public or	Commissioner of Deeds		
Each executed bo	nd should be accompanied by: y of Power of Attorney or othe	antified extract from By-Laws	nts of the respective parties; (b) approp bond is executed by agent, officer or or resolutions of Surety under which F e was issued, and (d) certified copy of

published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest

PERFORMANCE BOND #2 (Page 1)

PERFORMANCE BOND #2

KNOW ALL P That we,	ERSONS BY THESE PRESENTS:,
hereinafter referrand,	red to as the "Principal,"
	red to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW er referred to as the "City" or to its successors and assigns in the penal sum
\$	of money well and truly to be made, we, and each of us, bind ourselves, our heirs, strators, successors and assigns, jointly and severally, firmly by these presents.
VHEREAS, the	Principal is about to enter, or has entered, into a Contract in writing with the City for
copy of which (Contract is annexed to and hereby made a part of this bond as though herein set forth in
nendments, addi	HEREFORE, the conditions of this obligation are such that if the Principal, his or its assigns, shall well and faithfully perform the said Contract and all modifications, tions and alterations thereto that may hereafter be made, according to its terms and its teaning, including repair and or replacement of defective work and quarantees of

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 (Page 1)

PERFORMANCE BOND #2

KNOW ALL PERSONS BY THESE PRESENTS:,	
That we, DiFazio Industries	
38 Kinsey Place, Staten Island, NY 10303	,
hereinafter referred to as the "Principal," and, Fidelity and Deposit Company of Maryland	
1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196	** American
	•
hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NI YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of Seven Million Four Hundred Twenty Three Thousand Four Hundred Twenty	EW
Three and 00/100 Dollars	<u>.</u>
(\$\frac{7,423,423.00}{\text{output}}\$) Dollars, lawful money of the United States for the payment which said sum of money well and truly to be made, we, and each of us, bind ourselves, our he executors, administrators, successors and assigns, jointly and severally, firmly by these presents.	t of eirs,
WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for	
Project ID: SEN002169 PIN: 8502014SE0042C For the Construction of Combine	d Sewers and
Appurtenances in: York Avenue between East 61st Street & East 63rd Street	etc-Borough of
Manhattan	•
a copy of which Contract is annexed to and hereby made a part of this bond as though herein set fortifull;	

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 (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 (Page 3)

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

11th	day of	June	2015
(Seal)			DiFazio Industries (L.S.) Principal
(Seal)		By:_ Fi	Surety delity and Deposit Company of Maryland
(Seal)			ivian Carti, Attorney-In-Fact Surety
(Seal)		-	Surety
(Seal)			Surety
(Seal)			Surety
Bond Premium Rate	Sliding Scale	Ду	•
Bond Premium Cost	\$52,115.00		
If the Contractor (Principartners.	cipal) is a partnership,	the bon	d should be signed by each of the individuals who ar

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 (Page 4)

	A GENORUL EDA	GMENT OF PRINCIPAL IF A CORPORATION	
	1 0 1	$\boldsymbol{\alpha}$	
tate of MCC	N Yorac	County of PiCHMON)	55.
on this / L	day of	County of A CHAON before me	personally
ame 541	210A7W	I'd days and courtbut he recides	e Aug
me known, who,	being by the duty sw	on the depose and say that he reserve	
		; that he/she is the PRESIDENT	i-th name to the
f the corporation		ich executed the foregoing instrument; that he/she signed hectors of said corporation as the duly authorized and binding	(S/IICI Hallic to the
regoing instrume	ant by order of the dire	CESAR PIEDRAHITA	
cert	leur	Notary Public, State of New York No. 01Pl6151715	
lotary Public or C	commissioner of Deed	CESAR PIEDRAHITA Notary Public, State of New York No. 01PI6151715 Qualified in Richmond County Commission Expires Aug. 21, 20	
		OGMENT OF PRINCIPAL IF A PARTNERSHIP	
State of		County of	_ss:
tate 01		, 20before me	personally
In this	day of	, 20	•
ame o me known, who	being by me duly sy	worn did depose and say that he/she resides	
ıt			
		; that he/she is ; that he/she is	partner of
	a !	1' to demand northership existing under the laws of the Sta	IE UI
		rtnership described in and which executed the foregoing instrument as the duly authorized and binding a	
said partnership. Notary Public or	Commissioner of Dee	eds	
•		EDGMENT OF PRINCIPAL IF AN INDIVIDUAL	
			88.
State of		County of	00,
On this	day of	, 20before m	e personally
~~~~			
	o, being by me duly s	sworn did depose and say that he/she resides	
at		and that he/she is the individual whose nam	e is
subscribed to the	within instrument an	d acknowledged to me that by his/her signature on the	
instrument, said	individual executed th	he instrument.	•
N. D. Lii.	Commissioner of De	nads ·	
Notary Public of	Commissioner of De	Aug	arties: (h) annronrial
duly certified cop representative of of Attorney or of	py of Power of Attornormal Principal or Surety; (cher certificate of authority)	anied by: (a) appropriate acknowledgments of the respective p ey or other certificate of authority where bond is executed by a c) a duly certified extract from By-Laws or resolutions of Sure cority of its agent, officer or representative was issued, and (d) of and liabilities of Surety.	y under which Powe
		* * * * * * *	
	Affix A	Acknowledgments and Justification of Sureties. STANDARD CONSTRUC	TION CONTRACT

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by GERALD F. HALEY, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Vivian CARTI, Debra A. DEMING, Cynthia FARRELL, Sandra DIAZ, Jessica IANNOTTA, Annette LEUSCHNER, Edward REILLY, Kelly O'MALLEY and Evangelina L. DOMINICK, all of New York, New York, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of November, A.D. 2014.

ATTEST:

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







hie D. Bairt

Secretary Eric D. Barnes

State of Maryland County of Baltimore

Vice President Gerald F. Haley

On this 18th day of November, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, GERALD F. HALEY, Vice President, and ERIC D. BARNES, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

> Maria D. Adamski, Notary Public My Commission Expires: July 8, 2015

maria D. Olan

#### **EXTRACT FROM BY-LAWS OF THE COMPANIES**

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

#### **CERTIFICATE**

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this // 46 day of _______, 20 / 5.

I SOO JE

Thomas O. McClellan, Vice President

The o. michell

## FIDELITY AND DEPOSIT COMPANY

OF MARYLAND 600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

#### Statement of Financial Condition As Of December 31, 2014

#### **ASSETS**

1.40 700 200
142,720,308 21,816,223
21,816,223
2,077,768
10,375,303
46,778,921
223,768,523
Business
1,321,332
49,965,411
49,965,411 4,009,064
49,965,411 4,009,064
49,965,411 4,009,064
49,965,411 4,009,064 55,295,807
49,965,411 4,009,064

Securities carried at \$58,191,540 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2014 would be \$227,936,393 and surplus as regards policyholders \$172,640,586.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2014.

Corporate Secretary

State of Illinois
City of Schaumburg

SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2015.

Down from Notary Public

DARRYL JOIMER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
February 24, 2018

## SURETY ACKNOWLEDGMENT

State of New York ) City of New York SS:

County of New York )

On 6/11/2015 before me, Aklima B Norhassan, Notary Public, personally appeared Vivian Carti who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in her authorized capacity(ies), and that by her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature Allema B Noothassa

AKLIMA B NOORHASSAN Notary Public - State of New York NO. 01NO6284493 Qualified in Queens County My Commission Expires Jun 17, 2017

PAYMENT BOND (Page 1)

#### PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, DiFazio Industries,	
38 Kinsey Place, Staten Island, NY 10303	
hereinafter referred to as the "Principal", andFidelity and Deposit Company of Maryland	
1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196	
hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YOL	RK,
hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of	
Seven Million Four Hundred Twenty Three Thousand Four Hundred Twenty Thr	ee
and 00/100 Dollars	
(\$\frac{7,423,423}{}\)Oollars, lawful money of the United States, for the payment of which said sum of money and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors assigns, jointly and severally, firmly by these presents.	vell and
WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City fo	r
Project ID: SEN002169 PIN: 8502014SE0042C For the Construction of Combined	Sewers and
Appurtenances in: York Avenue between East 61st Street & East 63rd Street e	
Manhattan.	
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 representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or t 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 engage the prosecution of the Work under said Contract, and any amendment or extension thereof or addition the whether such persons be agents servants or employees of the Principal or any such Subcontractor, including	reto,

CITY OF NEW YORK DDC

persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site

**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.

CITY OF NEW YORK

**DDC** 

PAYMENT BOND (Page 3)

IN WITNESS WHEREOF, the Prin and seals, and such of them as are corporatio these presents to be signed by their proper of	ncipal and the Surety (Sureties) have hereunto set their hands ons have caused their corporate seals to be hereunto affixed and ficers, this <u>11th</u> day of <u>June</u> , <u>2015</u> .
(Seal)	DiFazio Industries (L.S.)  Principal
(Seal)	By:  Fidelity and Deposit Company of Maryland
	By: Carti, Attorney-In-Fact
(Seal)	Surety
(Seal)	By: Surety
	Ву:
(Seal)	Surety

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 (Page 4)

THE CORPORATION
ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION
State of NEW YORK County of PiCeMOND ss:
On this 17 day of 50 14, 2015, before me personally came 5000 21 (1925)  to me known, who, being by me duly sworn did depose and say that he resides at 5000 Head  that he is the PROSORUM 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  CESAR FIEDRAHITA Notary Public, State of New York No. 01Pl6151715 Qualified in Richmond County, Commission Expires Aug. 21, 200
ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP
State 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 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.

CITY OF NEW YORK DDC

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by GERALD F. HALEY, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Vivian CARTI, Debra A. DEMING, Cynthia FARRELL, Sandra DIAZ, Jessica IANNOTTA, Annette LEUSCHNER, Edward REILLY, Kelly O'MALLEY and Evangelina L. DOMINICK, all of New York, New York, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of November, A.D. 2014.

ATTEST:

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







Lie D. Barry

Secretary Eric D. Barnes

State of Maryland

County of Baltimore

Vice President Gerald F. Haley

On this 18th day of November, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, GERALD F. HALEY, Vice President, and ERIC D. BARNES, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly swom, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Maria D. Adamski, Notary Public

My Commission Expires: July 8, 2015

#### **EXTRACT FROM BY-LAWS OF THE COMPANIES**

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

#### **CERTIFICATE**

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

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

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

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

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

IN TESTIMONX WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, his ## day of ### day of ### 20 / 4

HOUSE OF THE PARTY OF THE PARTY



Thomas O. McClellan, Vice President

The o. melill

## FIDELITY AND DEPOSIT COMPANY

OF MARYLAND 600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

#### Statement of Financial Condition As Of December 31, 2014

#### ASSETS

Bonds	142,720,308 21,816,223
Cash and Short Term Investments	2,077,768
Reinsurance Recoverable	10,375,303
Other Accounts Receivable	46,778,921
TOTAL ADMITTED ASSETS	223,768,523
LIABILITIES, SURPLUS AND OTHER FUNDS  Reserve for Taxes and Expenses  Ceded Reinsurance Premiums Payable	49,965,411 <u>4,009,064</u>
Capital Stock, Paid Up	, ,
Surplus as regards Policyholders	168,472,716 223,768,523

Securities carried at \$58,191,540 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2014 would be \$227,936,393 and surplus as regards policyholders \$172,640,586.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2014.

Corporate Secretary

State of Illinois
City of Schaumburg

SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2015.

Drang Public Notary Public

DARRYL JOIMER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
February 24, 2018

## SURETY ACKNOWLEDGMENT

State of New York )

City of New York ) ss:

County of New York )

On <u>6/11/2015</u> before me, <u>Aklima B Norhassan</u>, <u>Notary Public</u>, personally appeared <u>Vivian Carti</u> who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in her authorized capacity(ies), and that by her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature Allema B Noothassa

AKLIMA B NOORHASSAN Notary Public - State of New York NO. 01NO6284493 Qualified in Queens County

My Commission Expires Jun 17, 2017

#### SCHEDULE OF WORKMEN, MECHANICS AND LABORERS

The following is a list of classifications for workmen, mechanics and laborers which are anticipated to be employed in the performance of work under this contract, followed by a schedule of the prevailing wage rates and supplemental benefits for all classifications as established by the Comptroller of the City of New York.

Request for interpretation or correction under Subsection A of Section No. 3 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 classification of trades required to be used at the time of the award of 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.

CODE	CLASSIFICATION
15 42 001 15 42 002	Rigger Sign Erector
16 11 001 16 11 002 16 11 003	Gardener Tree Pruner Tree Remover
16 11 011 16 11 012 16 11 013 16 11 014 16 11 015 16 11 016 16 11 017	Asphalt Raker (Highway & Paving) Tamper (Highway & Paving) Curbsetter (Highway & Paving) Formsetter (Highway & Paving) Rammerman (Highway & Paving) Laborer (Highway & Paving) ALL OTHER TITLES (Highway & Paving)
16 23 001 16 23 002 16 23 003 16 23 004 16 23 005 16 23 006 16 23 007	Laborer Operating Engineer (Heavy Construction-Maintenance) Junior Operating Engineer Junior Operating Engineer Junior Operating Engineer Fireman (Heavy Construction) Oiler (Heavy Construction)
16 23 051 16 23 052 16 23 053 16 23 057 16 23 058 16 23 059	Surveyor-Heavy Construction Surveyor-Heavy Construction-Instrument Man Surveyor-Heavy Construction-Rodman Surveyor-Land Surveying-Party Chief Surveyor-Land Surveying-Instrument Man Surveyor-Land Surveying-Rodman

COD	E	CLASSIFICATION
16 16 16	23 062	Operating Engineer-Road & Heavy Construction Operating Engineer-Paving Operating Engineer-Concrete
16 16 16 16	23 072 23 073	Teamster-Heavy Equipment Trailer Driver Teamster-Dump Truck Driver Teamster-Flat Bed Trailer Driver (3-Axle) Teamster-Redi-Mix (Sand and Gravel)
16	29 011	Drill Runners
17	11 001	Plumbers
17	21 001	Painter (Brush & Roller)
17	31 001	Electrician
17 17 17	41 001 41 002 41 004	Bricklayer Mason Tender Cement Mason
17	42 002	Metallic Lather
17 17	51 001 51 002	Carpenter Dock Builder
17	71 001	Cement & Concrete Worker
17	91 001	Structural Iron Worker
17	95 001	Barman
17	96 021	Derrickmen & Riggers
17 17 17	99 001 99 002 99 005	Ornamental Iron Worker Sandblaster Pointers (Waterproofer)
17	99 011	Welders

Each classification may include trainees depending upon project staffing schedules and as required by the terms of this contract.

#### LABOR LAW §220 PREVAILING WAGE SCHEDULE

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 §220 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 contracts.

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 works contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public works contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public works 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 works contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-7974. All callers must have the agency name and contract registration number available when calling with questions on public works 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 1122, 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 www.comptroller.nyc.gov. 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 www.comptroller.nyc.gov.

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.

Prevailing rates and ratios for apprentices are attached to this schedule in the Appendix. 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 employed on a public work project. Workers who are not journey persons or not registered apprentices pursuant to Labor Law §220 (3-e) may not be substituted for apprentices and must be paid as journey persons.

Public Work construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement contracts 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 http://www.nyc.gov/html/mocs/html/vendors/pla.shtml.

All the provisions of Labor Law section 220 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's prenegotiated labor agreement.

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

- 1) Provide bona-fide 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 benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Particular attention should be given to the supplemental benefits requirement. Although in most instances the payment or provision for supplemental benefits is for each hour worked, some classifications require the payment or provision of supplemental benefits for each hour paid. Consequently, some prevailing practices require benefits to be purchased at the overtime, shift differential, Holiday, Saturday, Sunday or other premium time rate.

## Benefits are paid for *EACH HOUR WORKED* unless otherwise noted.

Wasyl Kinach, P.E.
Director of Classifications
Bureau of Labor Law

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#### ASBESTOS HANDLER

(Hazardous Material; Disturbs, removes, encapsulates, repairs, or encloses friable asbestos material)

#### **Asbestos Handler**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$36.00

Supplemental Benefit Rate per Hour: \$15.45

#### **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

(Local #78 and Local #12A)

#### BLASTER

#### **Blaster**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$45.70

Supplemental Benefit Rate per Hour: \$39.69

### Blaster (Hydraulic)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$46.49

Supplemental Benefit Rate per Hour: \$39.69

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#### **Blaster - Trac Drill Hydraulic**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$41.20

Supplemental Benefit Rate per Hour: \$39.69

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$40.44

Supplemental Benefit Rate per Hour: \$39.69

#### **Blaster - Operators of Jack Hammers**

Chippers: Spaders: Concrete Breakers: and all other pneumatic tools of like usage: Walk Behind Self Propelled

Hydraulic Asphalt and Concrete Breakers: Hydro (Water) Demolition

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$39.43

Supplemental Benefit Rate per Hour: \$39.69

#### **Blaster - Powder Carriers**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$35.66

Supplemental Benefit Rate per Hour: \$39.69

## Blaster - Hydraulic Trac Drill Chuck Tender

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$34.42

Supplemental Benefit Rate per Hour: \$39.69

## Blaster - Chuck Tender & Nipper

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$33.69

Supplemental Benefit Rate per Hour: \$39.69

## Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$20.30

Supplemental Benefit Rate per Hour: \$39.69

#### **Overtime Description**

Magazine Keepers:

Time and one half for work performed in excess of forty (40) hours per week and for work performed on Saturdays, Sundays and Holidays.

All Other Employees:

Time and one-half for the first eight hours of work on Saturday and for Make-up Time. Double time for all hours over eight Monday through Friday (except make-up hours) and for all hours worked on Sunday and Holidays.

#### **Overtime**

Double time 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
Presidential Election Day
Thanksgiving Day
Christmas Day

#### **Paid Holidays**

None

Shift Rates

A single shift shall be 8 hours plus an unpaid lunch, starting at 8:00 A.M (or between 6:00 A.M. and 10:00 A.M. on weekdays). When two (2) shifts are employed, each shift shall be 8 hours plus  $\frac{1}{2}$  hour unpaid lunch. When three (3) shifts are employed, each shift will work seven and one-half (7  $\frac{1}{2}$ ) hours, but will be paid for eight (8) hours, since only one-half ( $\frac{1}{2}$ ) hour is allowed for mealtime. When two (2) or more shifts are employed, single time will be paid for each shift. The first 8 hours of any and all work performed Monday through Friday inclusive of any off-shift shall be at the single time rate.

(Local #29)

#### BOILERMAKER

### **Boilermaker**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$50.45

Supplemental Benefit Rate per Hour: \$41.31

Supplemental Note: For time and one half overtime - \$61.37; For double overtime - \$81.43.

## **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

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  $\frac{1}{2}$ ) hours and receive eight hours at the regular straight time hourly rate plus twenty-five cents (\$0.25) per hour. The third shift shall work seven (7) hours and receive eight hours at the regular straight time hourly rate plus fifty cents (\$0.50) per hour. A thirty (30) minute lunch period shall not be considered as time worked. Work in excess of the above shall be paid overtime at the appropriate new construction work or repair work overtime wage and supplemental benefit hourly rate.

(Local #5)

#### **BRICKLAYER**

### **Bricklayer**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$47.78

Supplemental Benefit Rate per Hour: \$28.03

#### **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
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

#### **Paid Holidays**

None

#### **Shift Rates**

Overtime rates to be paid outside the regular scheduled work day.

(Bricklayer District Council)

#### **CARPENTER - BUILDING COMMERCIAL**

## **Building Commercial**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$49.88

Supplemental Benefit Rate per Hour: \$44.10

#### **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** 

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 second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

(Carpenters District Council)

# CARPENTER - HEAVY CONSTRUCTION WORK (Construction of Engineering Structures and Building Foundations)

#### **Heavy Construction Work**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$48.35

Supplemental Benefit Rate per Hour: \$46.12

#### **Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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)

#### CEMENT & CONCRETE WORKER

#### **Cement & Concrete Worker**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$42.38

Supplemental Benefit Rate per Hour: \$26.17

Supplemental Note: \$28.92 on Saturdays; \$31.67 on Sundays & Holidays

#### **Overtime Description**

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

#### **Overtime**

Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

#### **Overtime Holidays**

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

New Year's Day President's Day **Good Friday Memorial Day Independence Day Labor Day Columbus Day** 

**Presidential Election Day** 

**Thanksgiving Day** 

**Christmas Day** 

## Paid Holidays

1/2 day before Christmas Day 1/2 day before New Year's Day

#### **Shift Rates**

On shift work extending over a twenty-four hour period, all shifts are paid at straight time.

(Cement Concrete Workers District Council)

#### **CEMENT MASON**

## <u>Cement Mason</u>

**PUBLISH DATE: 7/1/2014 EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015** Page 11 of 84

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$38.88

Supplemental Benefit Rate per Hour: \$39.80

Supplemental Note: For time and one half overtime - \$49.05; For double overtime - \$58.30

#### **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)

#### **CORE DRILLER**

## Core Driller

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$35.71

Supplemental Benefit Rate per Hour: \$21.69

### Core Driller Helper

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$28.60

Supplemental Benefit Rate per Hour: \$21.69

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## Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$25.74

Supplemental Benefit Rate per Hour: \$21.69

## Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$22.88

Supplemental Benefit Rate per Hour: \$21.69

## Core Driller Helper (First year in the industry)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$20.02

Supplemental Benefit Rate per Hour: \$21.69

#### **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 ( $8\frac{1}{2}$ ) 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 ( $\frac{1}{2}$ ) 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 ( $\frac{7}{2}$ ) hours paid for eight (8) hours of labor and be permitted one-half ( $\frac{7}{2}$ ) hour for mealtime.

(Carpenters District Council)

#### DERRICKPERSON AND RIGGER

#### **Derrick Person & Rigger**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$42.25

Supplemental Benefit Rate per Hour: \$47.81

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and

Queens. \$49.23 - For work performed in Staten Island.

#### **Overtime Description**

The first two hours of overtime on weekdays and the first seven hours of work on Saturdays are paid at time and one half for wages and supplemental benefits. All additional overtimes is paid at double time for wages and supplemental benefits. Deduct \$1.42 from the Staten Island hourly benefits rate before computing overtime.

#### **Overtime**

Double time the regular rate for Sunday.

#### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s). New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

#### Paid Holidays

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

(Local #197)

#### DIVER

## **Diver (Marine)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$61.30

Supplemental Benefit Rate per Hour: \$46.12

## **Diver Tender (Marine)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$43.45

Supplemental Benefit Rate per Hour: \$46.12

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#### **Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

#### **Overtime Holidays**

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

New Year's Day President's Day Memorial Day

Independence Day Labor Day

Columbus Day Presidential Election Day Thanksgiving Day

Christmas Day

## **Paid Holidays**

None

#### **Shift Rates**

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

(Carpenters District Council)

## **DOCKBUILDER - PILE DRIVER**

#### Dockbuilder - Pile Driver

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$48.35

Supplemental Benefit Rate per Hour: \$46.12

#### **Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

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Memorial Day Independence Day Labor Day Columbus Day Presidential Election Day Thanksgiving Day Christmas Day

#### **Paid Holidays**

None

#### Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

# **DRIVER: TRUCK (TEAMSTER)**

## **Driver - Dump Truck**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$38.86

Supplemental Benefit Rate per Hour: \$40.44

Supplemental Note: Over 40 hours worked: time and one half rate \$16.94, double time rate \$22.59

## <u> Driver - Tractor Trailer</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$38.88

Supplemental Benefit Rate per Hour: \$41.70

Supplemental Note: For over 40 hours worked: at time and one half - \$15.90; at double time - \$21.21

# **Driver - Euclid & Turnapull Operator**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$39.44

Supplemental Benefit Rate per Hour: \$41.70

Supplemental Note: Over 40 hours worked: time and one half rate \$15.90, double time rate \$21.21

## 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

## **Driver Redi-Mix (Sand & Gravel)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$36.05

Supplemental Benefit Rate per Hour: \$38.60

Supplemental Note: Over 40 hours worked: time and one half rate \$13.53, double time rate \$18.04

**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

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Triple time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

#### **Paid Holidays**

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

(Local #282)

#### **ELECTRICIAN**

(Including all low voltage cabling carrying data; video; and voice in combination with data and or video.)

# Electrician "A" (Regular Day)

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$53.00

Supplemental Benefit Rate per Hour: \$47.54

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$54.00

Supplemental Benefit Rate per Hour: \$50.03

# **Electrician "A" (Regular Day Overtime)**

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$79.50

Supplemental Benefit Rate per Hour: \$50.86

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$81.00

Supplemental Benefit Rate per Hour: \$53.41

## Electrician "A" (Day Shift)

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$53.00

Supplemental Benefit Rate per Hour: \$47.54

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$54.00

Supplemental Benefit Rate per Hour: \$50.03

## **Electrician "A" (Day Shift Overtime After 8 hours)**

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$79.50

Supplemental Benefit Rate per Hour: \$50.86

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$81.00

Supplemental Benefit Rate per Hour: \$53.41

# **Electrician "A" (Swing Shift)**

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$62.19

Supplemental Benefit Rate per Hour: \$54.07

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$63.36

Supplemental Benefit Rate per Hour: \$56.94

# Electrician "A" (Swing Shift Overtime After 7.5 hours)

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$93.29

Supplemental Benefit Rate per Hour: \$57.97

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$95.04

Supplemental Benefit Rate per Hour: \$60.91

# Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$69.66

Supplemental Benefit Rate per Hour: \$59.59

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$70.97

Supplemental Benefit Rate per Hour: \$62.78

# **Electrician "A" (Graveyard Shift Overtime After 7 hours)**

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$104.49

Supplemental Benefit Rate per Hour: \$63.96

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$106.46

Supplemental Benefit Rate per Hour: \$67.23

#### **Overtime**

Time and one half the regular rate after a 7 hour day. Time and one half the regular rate for Saturday. Time and one half the regular rate for Sunday.

#### **Overtime Holidays**

Time and one half the regular rate for work on a holiday.

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

## Paid Holidays

None

#### Shift Rates

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 \$23.63. Effective 5/13/2015 - \$24.39.

# 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: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$27.00

Supplemental Benefit Rate per Hour: \$20.32

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$26.30 First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$19.96 First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$22.50 First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$18.06

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$27.50

Supplemental Benefit Rate per Hour: \$20.82

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$26.80 First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$20.46 First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$23.00 First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$18.56

# **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: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$40.50

Supplemental Benefit Rate per Hour: \$22.01

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$39.45 First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$21.61 First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$33.75 First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$19.47

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$41.25

Supplemental Benefit Rate per Hour: \$22.54

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$40.20 First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$22.14 First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$34.50 First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$20.00

#### **Overtime**

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

### **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day

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Columbus Day Veteran's Day Thanksgiving Day Day after Thanksgiving Christmas Day

## **Paid Holidays**

None

(Local #3)

#### **ELECTRICIAN - ALARM TECHNICIAN**

(Scope of Work - Inspect, test, repair, and replace defective, malfunctioning, or broken devices, components and controls of Fire, Burglar and Security Systems)

## **Alarm Technician**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$30.40

Supplemental Benefit Rate per Hour: \$13.90

Supplemental Note: \$12.40 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
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

(Local #3)

#### **ELECTRICIAN-STREET LIGHTING WORKER**

## Electrician - Electro Pole Electrician

Effective Period: 7/1/2014 - 5/19/2015

Wage Rate per Hour: \$53.00

Supplemental Benefit Rate per Hour: \$49.34

Effective Period: 5/20/2015 - 6/30/2015

Wage Rate per Hour: \$54.00

Supplemental Benefit Rate per Hour: \$51.86

## Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2014 - 5/19/2015

Wage Rate per Hour: \$40.18

Supplemental Benefit Rate per Hour: \$37.73

Effective Period: 5/20/2015 - 6/30/2015

Wage Rate per Hour: \$40.93

Supplemental Benefit Rate per Hour: \$39.46

## Electrician - Electro Pole Maintainer

Effective Period: 7/1/2014 - 5/19/2015

Wage Rate per Hour: \$34.40

Supplemental Benefit Rate per Hour: \$34.00

Effective Period: 5/20/2015 - 6/30/2015

Wage Rate per Hour: \$35.05

Supplemental Benefit Rate per Hour: \$35.51

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## **Overtime Description**

Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.

Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.

Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

#### **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

## **Paid Holidays**

None

(Local #3)

#### **ELEVATOR CONSTRUCTOR**

## **Elevator Constructor**

Effective Period: 7/1/2014 - 3/16/2015

Wage Rate per Hour: \$58.23

Supplemental Benefit Rate per Hour: \$29.47

Effective Period: 3/17/2015 - 6/30/2015

Wage Rate per Hour: \$59.55

Supplemental Benefit Rate per Hour: \$31.07

## **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

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

## **Paid Holidays**

**New Year's Day** President's Day **Good Friday Memorial Day Independence Day Labor Day Columbus Day** Veteran's Day Thanksgiving Day Day after Thanksgiving **Christmas Day** 

#### **Vacation**

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

## **ELEVATOR REPAIR & MAINTENANCE**

# **Elevator Service/Modernization Mechanic**

Effective Period: 7/1/2014 - 3/16/2015

Wage Rate per Hour: \$46.00

Supplemental Benefit Rate per Hour: \$28.78

Effective Period: 3/17/2015 - 6/30/2015

Wage Rate per Hour: \$46.92

Supplemental Benefit Rate per Hour: \$30.91

#### **Overtime Description**

For Service Work: Double time - all work performed on Sundays, Holidays, and between midnight and 7:00am.

#### **Overtime**

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

## Paid Holidays

**New Year's Day** President's Day **Good Friday Memorial Day** Independence Day

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Labor Day Columbus Day Veteran's Day Thanksgiving Day Day after Thanksgiving Christmas Day

#### **Shift Rates**

For Modernization Work (4pm to 12:30am) - regularly hourly rate plus a (15%) fifteen percent differential.

#### Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

#### ENGINEER

# **Engineer - Heavy Construction Operating Engineer I**

Cherrypickers 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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$61.05

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$97.68

# **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, Cherrypickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 man auger.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$59.24

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$94.78

# **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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$56.22

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$89.95

## **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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$58.97

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$94.35

## **Engineer - Heavy Construction Maintenance Engineer II**

On Base Mounted Tower Cranes

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$77.30

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$123.68

## **Engineer - Heavy Construction Maintenance Engineer III**

On Generators, Light Towers

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$39.10

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

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Shift Wage Rate: \$62.56

## **Engineer - Heavy Construction Maintenance Engineer IV**

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$40.11

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$64.18

## **Engineer - Heavy Construction Oilers I**

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$53.22

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$85.15

## **Engineer - Heavy Construction Oilers II**

All gasoline, electric, diesel or air operated Shovels, Draglines, Backhoes, Keystones, Pavers, Gunite Machines, Battery of Compressors, Crawler Cranes, two-person Trenching Machines.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$36.97

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$59.15

# **Engineer - Steel Erection Maintenance Engineers**

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$57.05

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$91.28

# Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$53.43

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Supplemental Benefit Rate per Hour: \$31.93
Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$85.49

# **Engineer - Steel Erection Oiler II**

On a Crawler Crane

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$40.84

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$65.34

**Overtime Description** 

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

#### **Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

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

## Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

# **Engineer - Building Work Maintenance Engineers I**

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$54.04

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Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

# **Engineer - Building Work Maintenance Engineers II**

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$42.10

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

## **Engineer - Building Work Oilers I**

All gasoline, electric, diesel or air operated Gradealls: Concrete Pumps, Overhead Cranes in Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines; Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$51.40

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

# **Engineer - Building Work Oilers II**

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$38.31

Supplemental Benefit Rate per Hour: \$31.93 Supplemental Note: \$57.46 on overtime

## Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

#### **Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

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

## Paid Holidays

New Year's Day Lincoln's Birthday President's Day Memorial Day Independence Day Labor Day

Columbus Day Veteran's Day Thanksgiving Day Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

#### Shift Rates

Off Shift: double time the regular hourly rate.

(Local #15)

#### **ENGINEER - CITY SURVEYOR AND CONSULTANT**

## Party Chief

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$35.55

Supplemental Benefit Rate per Hour: \$17.65

#### **Instrument Person**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$29.41

Supplemental Benefit Rate per Hour: \$17.65

## Rodperson

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$25.54

Supplemental Benefit Rate per Hour: \$17.65

## **Overtime Description**

Overtime Benefit Rate - \$23.63 per hour (time & one half) \$29.95 per hour (double time).

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

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**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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$55.40

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) \$54.84 per hour (double time).

## Field Engineer - BC Instrument Person

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$43.10

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) \$54.84 per hour (double time).

## Field Engineer - BC Rodperson

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$27.96

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) \$54.84 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)

## **ENGINEER - FIELD (HEAVY CONSTRUCTION)**

(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations, Engineering Structures etc.)

#### Field Engineer - HC Party Chief

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$62.61

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

## Field Engineer - HC Instrument Person

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$46.00

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

## Field Engineer - HC Rodperson

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$38.61

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 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)

## **ENGINEER - FIELD (STEEL ERECTION)**

## Field Engineer - Steel Erection Party Chief

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$58.50

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

## <u>Field Engineer - Steel Erection Instrument Person</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$45.53

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

## <u>Field Engineer - Steel Erection Rodperson</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$30.43

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 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

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(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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$67.70

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$108.32

## Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$70.10

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: 51.75 overtime hours

Shift Wage Rate: \$112.16

## **Operating Engineer - Road & Heavy Construction III**

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$72.34

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$115.74

## **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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$70.63

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$113.01

# Operating Engineer - Road & Heavy Construction V

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Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$69.23

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$110.77

## **Operating Engineer - Road & Heavy Construction VI**

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$65.76

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$105.22

## **Operating Engineer - Road & Heavy Construction VII**

Barrier Movers, Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$53.08

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$84.93

# **Operating Engineer - Road & Heavy Construction VIII**

**Utility Compressors** 

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$41.18

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$51.93

# **Operating Engineer - Road & Heavy Construction IX**

**Horizontal Boring Rig** 

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$62.53

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$100.05

## Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$57.46

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$91.94

## **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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$44.63

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$71.41

# **Operating Engineer - Road & Heavy Construction XII**

All Drills and Machines of a similar nature.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$66.45

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$106.32

## Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$64.34

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$102.94

# Operating Engineer - Road & Heavy Construction XIV

**Concrete Mixer** 

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$61.53

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$98.45

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## Operating Engineer - Road & Heavy Construction XV

Compressors (Portable Single or two in Battery, not over 100 feet apart), Pumps (River Cofferdam) and Welding Machines, Push Button Machines, All Engines Irrespective of Power (Power-Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$41.44

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$66.30

## **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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$58.74

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$93.98

## Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$59.21

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$94.74

# **Operating Engineer - Road & Heavy Construction XVIII**

**Tower Crane** 

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$85.00

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$136.00

# Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$65.76

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Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$105.22

## **Operating Engineer - Paving II**

#### **Asphalt Roller**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$64.04

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$102.46

### **Operating Engineer - Paving III**

#### **Asphalt Plants**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$54.17

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$86.67

## Operating Engineer - Concrete I

#### Cranes

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$70.32

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

## Operating Engineer - Concrete II

#### Compressors

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$41.76

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

## Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$56.16

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

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## Operating Engineer - Steel Erection I

**Three Drum Derricks** 

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$73.37

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$117.39

## **Operating Engineer - Steel Erection II**

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$70.50

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$112.80

## Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$41.84

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$66.94

# **Operating Engineer - Steel Erection IV**

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$39.85

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$63.76

## Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$57.82

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

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## 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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$43.28

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

## **Operating Engineer - Building Work III**

**Double Drum** 

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$65.83

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

### Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$69.74

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

## Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$64.26

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

## **Operating Engineer - Building Work VI**

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$63.58

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

# **Operating Engineer - Building Work VII**

**Rack & Pinion and House Cars** 

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$50.53

Supplemental Benefit Rate per Hour: \$28.60 Supplemental Note: \$51.75 overtime hours

For New House Car projects started after 7/1/11 only: Wage Rate per Hour \$40.31

#### **Overtime Description**

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

#### **Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

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

#### **Paid Holidays**

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

#### **Shift Rates**

For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

(Operating Engineer Local #14)

#### **FLOOR COVERER**

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

#### **Floor Coverer**

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Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$49.88

Supplemental Benefit Rate per Hour: \$44.10

#### **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.

#### **Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

## **Paid Holidays**

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

#### Shift Rates

Two shifts may be utilized with the first shift working 8:00 A.M. to the end of the shift at the straight time of pay. The second shift will receive one hour at double time rate for the last hour of the shift. (eight for seven, nine for eight).

(Carpenters District Council)

#### GLAZIER

(New Construction, Remodeling, and Alteration)

## **Glazier**

Effective Period: 7/1/2014 - 10/31/2014

Wage Rate per Hour: \$42.50

Supplemental Benefit Rate per Hour: \$35.09

Supplemental Note: Supplemental Benefit Overtime Rate: \$43.59

Effective Period: 11/1/2014 - 6/30/2015

Wage Rate per Hour: \$42.85

Supplemental Benefit Rate per Hour: \$35.59

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Supplemental Note: Supplemental Benefit Overtime Rate: \$44.09

## **Overtime Description**

An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay.

#### **Overtime**

Double time the regular rate after a 7 hour day. Double time the regular time rate for Saturday. Double time the regular rate for Sunday.

## **Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

#### Paid Holidays

None

#### Shift Rates

Shifts shall be any 7 hours beyond 4:00 P.M. for which the glazier shall receive 8 hours pay for 7 hours worked.

(Local #1281)

## **GLAZIER - REPAIR & MAINTENANCE**

(For the Installation of Glass - All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$105,000. Except where enumerated (i.e. plate glass windows) does not apply to non-residential buildings.)

# Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non commercial buildings), Glass tinting.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$23.60

Supplemental Benefit Rate per Hour: \$19.04

#### 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 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)

#### **HEAT AND FROST INSULATOR**

#### **Heat & Frost Insulator**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$56.98

Supplemental Benefit Rate per Hour: \$34.81

#### **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

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## Paid Holidays

None

#### **Shift Rates**

The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium. Off hour work in occupied or retail buildings may be worked on weekdays with an increment of \$1.00 per hour and eight hours pay for seven (7) hours worked. Double time will apply for over seven (7) hours worked on weekdays, weekends or holidays.

(Local #12)

# 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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$34.51

Supplemental Benefit Rate per Hour: \$25.59

#### **House Wrecker - Tier B**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$24.02

Supplemental Benefit Rate per Hour: \$19.12

#### **Overtime**

Time and one half the regular rate after an 8 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

#### **Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

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# Paid Holidays

(Mason Tenders District Council)

#### IRON WORKER - ORNAMENTAL

### Iron Worker - Ornamental

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$42.70

Supplemental Benefit Rate per Hour: \$45.77

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in

effect.

#### **Overtime Description**

Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter, time and one half the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

#### **Overtime**

Double time the regular rate for Sunday.

#### Overtime Holidays

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

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

## **Paid Holidays**

None

#### **Shift Rates**

For off shift work - 8 hours pay for 7 hours of work. When two or three shifts are employed on a job, Monday through Friday, the workday for each shift shall be seven hours and paid for ten and one-half hours at the single time rate. When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven hours and paid fifteen and three-quarters hours.

(Local #580)

### **IRON WORKER - STRUCTURAL**

## Iron Worker - Structural

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$47.75

Supplemental Benefit Rate per Hour: \$65.35

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
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. 1/2 day on New Year's Eve if work is performed in the A.M.

#### **Shift Rates**

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

(Local #40 & #361)

#### LABORER

(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

# <u>Laborer</u>

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$39.85

Supplemental Benefit Rate per Hour: \$34.88

#### **Overtime**

Time and one half the regular rate after an 8 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

#### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election 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  $\frac{1}{2}$ ), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

#### LANDSCAPING

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

# Landscaper (Above 6 years experience)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$25.75

Supplemental Benefit Rate per Hour: \$13.80

# Landscaper (3 - 6 years experience)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$24.75

Supplemental Benefit Rate per Hour: \$13.80

# Landscaper (up to 3 years experience)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$22.25

Supplemental Benefit Rate per Hour: \$13.80

### Groundperson

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$22.25

Supplemental Benefit Rate per Hour: \$13.80

### **Tree Remover / Pruner**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$30.75

Supplemental Benefit Rate per Hour: \$13.80

# Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$20.75

Supplemental Benefit Rate per Hour: \$13.80

# Watering - Plant Maintainer

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$15.75

Supplemental Benefit Rate per Hour: \$13.80

# **Overtime Description**

For all overtime work performed, supplemental benefits shall include an additional seventy-five (\$0.75) cents per hour.

#### **Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

### **Paid Holidays**

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

#### **Shift Rates**

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

#### MARBLE MECHANIC

### **Marble Setter**

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: \$50.85

Supplemental Benefit Rate per Hour: \$34.21

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: \$51.15

Supplemental Benefit Rate per Hour: \$34.87

#### Marble Finisher

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: \$39.99

Supplemental Benefit Rate per Hour: \$33.34

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: \$40.26

Supplemental Benefit Rate per Hour: \$33.90

#### Marble Polisher

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: \$35.96

Supplemental Benefit Rate per Hour: \$25.92

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: \$36.25

Supplemental Benefit Rate per Hour: \$26.28

### **Overtime Description**

Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

#### **Overtime**

Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

#### **Overtime Holidays**

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### **Paid Holidays**

None

(Local #7)

#### **MASON TENDER**

# **Mason Tender**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$36.05

Supplemental Benefit Rate per Hour: \$26.74

#### **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.

(Local #79)

### MASON TENDER (INTERIOR DEMOLITION WORKER)

(The erection, building, moving, servicing and dismantling of enclosures, scaffolding, barricades, protection and site safety structures etc., on Interior Demolition jobs.)

### **Mason Tender Tier A**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$34.99

Supplemental Benefit Rate per Hour: \$21.10

# **Mason Tender Tier B**

On Interior Demolition job sites 33 1/3 % of the employees shall be classified as Tier A Interior Demolition Workers and 66 2/3 % shall be classified as Tier B Interior Demolition Workers; provided that the employer may employ more than 33 1/3 % Tier A Interior Demolition Workers on the job site. Where the number of employees on a job site is not divisible by 3, the first additional employee (above the number of employees divisible by three) shall be a Tier B Interior Demolition Worker, and the second additional employee shall be a Tier A Interior Demolition Worker.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$24.18

Supplemental Benefit Rate per Hour: \$15.42

#### **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

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

### **Paid Holidays**

None

(Local #79)

#### METALLIC LATHER

#### **Metallic Lather**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$42.03

Supplemental Benefit Rate per Hour: \$41.07

Supplemental Note: Supplemental benefits for overtime are paid at the appropriate overtime rate.

### **Overtime Description**

Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

#### **Overtime**

Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

#### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s). New Year's Day
Washington's Birthday
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

There shall be either two (2) or three (3) shifts, each shift shall be eight (8) hours with nine (9) hours pay, including one half (½) hour for lunch. Off-Hour Start shall commence after 3:30 P.M. and shall conclude by 6:00 A.M. The first consecutive seven (7) hours shall be at straight time with a differential of twelve dollars (\$12.00) per hour. Fringes shall be paid at the straight time rate.

(Local #46)

#### MILLWRIGHT

### Millwright

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$48.44

Supplemental Benefit Rate per Hour: \$50.52

#### **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
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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$45.23

Supplemental Benefit Rate per Hour: \$36.59

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$47.56 per hour.

# Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$43.63

Supplemental Benefit Rate per Hour: \$36.57

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$47.54 per hour.

# Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$43.63

Supplemental Benefit Rate per Hour: \$36.57

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$47.54per hour.

#### **Overtime**

Time and one half the regular rate after a 7 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

#### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Good Friday
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving

# Paid Holidays

**Christmas Day** 

None

(Local #7)

#### **PAINTER**

### Painter - Brush & Roller

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$39.50

Supplemental Benefit Rate per Hour: \$26.12 Supplemental Note: \$30.75 on overtime

### Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$42.50

Supplemental Benefit Rate per Hour: \$26.12 Supplemental Note: \$30.75 on overtime

#### **Overtime**

Time and one half the regular rate after a 7 hour day. Time and one half the regular rate for Saturday. Time and one half the regular rate for Sunday.

#### **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

# Paid Holidays

None

(District Council of Painters #9)

#### **PAINTER - SIGN**

# <u>Designer</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$36.15

Supplemental Benefit Rate per Hour: \$9.66

# <u>Journeyperson</u>

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Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$33.62

Supplemental Benefit Rate per Hour: \$9.66

#### **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

#### **Shift Rates**

All work performed outside the regular 8 hour work day (either 7:00 A.M to 3:30 P.M or 8:00 A.M. to 4:30 P.M) shall be paid at time and one half the regular hourly rate.

(Local #8A-28A)

#### **PAINTER - STRIPER**

# Striper (paint)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$34.00

Supplemental Benefit Rate per Hour: \$12.60

Supplemental Note: Overtime Supplemental Benefit rate - \$8.35 New Hire Rate (0-3 months) - \$0.00

# **Lineperson (thermoplastic)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$38.00

Supplemental Benefit Rate per Hour: \$12.60

Supplemental Note: Overtime Supplemental Benefit rate - \$8.35; New Hire Rate (0-3 months) - \$0.00

#### **Overtime**

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

Time and one half the regular rate for Saturday.

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Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

#### **Paid Holidays**

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

#### **Shift Rates**

Employees hired before April 1, 2003: 15% night shift premium differential for work commenced at 9:00 PM or

#### **Vacation**

Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation. Vacation must be taken during winter months. 2 Personal Days except employees hired after 4/1/12 who do not have 2 years of service.

(Local #917)

#### **PAINTER - STRUCTURAL STEEL**

# Painters on Structural Steel

Effective Period: 7/1/2014 - 9/30/2014

Wage Rate per Hour: \$47.00

Supplemental Benefit Rate per Hour: \$33.58

Effective Period: 10/1/2014 - 6/30/2015

Wage Rate per Hour: \$48.75

Supplemental Benefit Rate per Hour: \$34.58

#### **Painter - Power Tool**

Effective Period: 7/1/2014 - 9/30/2014

Wage Rate per Hour: \$53.00

Supplemental Benefit Rate per Hour: \$33.58

Effective Period: 10/1/2014 - 6/30/2015

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Wage Rate per Hour: \$54.75

Supplemental Benefit Rate per Hour: \$34.58

#### **Overtime Description**

Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

#### **Overtime**

Time and one half the regular rate after a 7 hour day. Time and one half the regular rate for Saturday. Time and one half the regular rate for Sunday.

#### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

#### Paid Holidays

None

#### **Shift Rates**

Regular hourly rates plus a ten per cent (10%) differential

(Local #806)

#### **PAPERHANGER**

# **Paperhanger**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$41.08

Supplemental Benefit Rate per Hour: \$29.23

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

#### **Overtime**

Time and one half the regular rate after a 7 hour day. Time and one half the regular rate for Saturday. Time and one half the regular rate for Sunday.

#### Overtime Holidays

Time and one half the regular rate for work on the following holiday(s). New Year's Day President's Day

Memorial Day Independence Day Labor Day Thanksgiving Day Day after Thanksgiving Christmas Day

#### **Paid Holidays**

None

#### **Shift Rates**

Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

#### PAVER AND ROADBUILDER

#### Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$44.19

Supplemental Benefit Rate per Hour: \$35.15

#### Paver & Roadbuilder - Laborer

Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work before the installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry seal coating, maintenance of safety surfaces; play equipment installation, and other related work.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$40.32

Supplemental Benefit Rate per Hour: \$35.15

# <u>Production Paver & Roadbuilder - Screed Person</u>

(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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$45.24

Supplemental Benefit Rate per Hour: \$35.15

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#### Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$44.73

Supplemental Benefit Rate per Hour: \$35.15

#### **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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$41.44

Supplemental Benefit Rate per Hour: \$35.15

#### **Overtime Description**

Veteran's Day is a Paid Holiday for employees working on production paving.

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

Employees who work on a holiday listed below receive the straight time rate plus one day's pay for the holiday.

#### **Overtime**

Time and one half the regular rate after an 8 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

#### Paid Holidays

Memorial Day Independence Day Labor Day Presidential Election 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  $\frac{1}{2}$ ) 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 15% over the single time rate for the screed person, rakers and shovelers directly involved only. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

# PLASTERER

#### **Plasterer**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$42.43

Supplemental Benefit Rate per Hour: \$27.95

#### **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 Martin Luther King Jr. 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**

When it is not possible to conduct alteration work during regular work hours, in a building occupied by tenants, said work shall proceed on a shift basis: however work over seven (7) hours in any twenty four (24) hour period, the time after seven (7) hours shall be considered overtime.

The second shift shall start at a time between 3:30 p.m. and 7:00 p.m. and shall consist of seven (7) working hours and shall receive eight (8) hours of wages and benefits at the straight time rate. The workers on the second shift shall be allowed one-half (½) hour to eat with this time being included in the seven (7) hours of work.

(Local #530)

#### **PLASTERER - TENDER**

# <u> Plasterer - Tender</u>

Effective Period: 7/1/2014 - 6/30/2015

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Wage Rate per Hour: \$35.53

Supplemental Benefit Rate per Hour: \$26.31

#### **Overtime**

weather.

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

## **Overtime Holidays**

Double time the regular rate for work on the following holiday(s). New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Presidential Election Day
Thanksgiving Day
Christmas Day

#### **Paid Holidays**

None

#### Shift Rates

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

#### **PLUMBER**

#### **Plumber**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$65.27

Supplemental Benefit Rate per Hour: \$25.78

Supplemental Note: Overtime supplemental benefit rate per hour: \$40.78

# 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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$52.24

Supplemental Benefit Rate per Hour: \$20.20

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**Overtime Description** 

Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is \$1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

#### **Overtime**

Double time the regular time rate for Saturday. Double time the regular rate for Sunday.

#### **Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

#### **Shift Rates**

Shift work, when directly specified in public agency or authority documents where plumbing contract is \$8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER (MECHNICAL EQUIPMENT AND SERVICE) (Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

# <u>Plumber</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$38.27

Supplemental Benefit Rate per Hour: \$12.84

**Overtime** 

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

line and one han the regular rate for Sunday.

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### **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

#### Paid Holidays

None

(Plumbers Local # 1)

# PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$45.19

Supplemental Benefit Rate per Hour: \$18.79

#### **Overtime**

Double time the regular rate after an 8 hour day. Double time the regular time rate for Saturday. Double time the regular rate for Sunday.

#### Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

# Paid Holidays

None

#### Shift Rates

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

# PLUMBER: PUMP & TANK Oil Trades (Installation and Maintenance)

### Plumber - Pump & Tank

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$62.83

Supplemental Benefit Rate per Hour: \$21.37

#### **Overtime**

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

#### **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

**President's Day** 

Memorial Day

Independence Day

**Labor Day** 

**Columbus Day** 

Veteran's Day

**Thanksgiving Day** 

Day after Thanksgiving

**Christmas Day** 

# Paid Holidays

None

#### Shift Rates

All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

# POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION)

# <u> Pointer - Waterproofer, Caulker Mechanic</u>

PUBLISH DATE: 7/1/2014 EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015 Page 67 of 84

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$47.41

Supplemental Benefit Rate per Hour: \$24.40

#### **Overtime**

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

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

#### Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

**New Year's Day** 

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

**Labor Day** 

Thanksgiving Day

**Christmas Day** 

#### Paid Holidays

None

#### **Shift Rates**

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

#### ROOFER

#### Roofer

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$40.70

Supplemental Benefit Rate per Hour: \$28.67

#### **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
Presidential Election 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)

# SANDBLASTER - STEAMBLASTER (Exterior Building Renovation)

### Sandblaster / Steamblaster

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$47.41

Supplemental Benefit Rate per Hour: \$24.40

#### **Overtime**

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

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)

#### SHEET METAL WORKER

#### **Sheet Metal Worker**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$46.21

Supplemental Benefit Rate per Hour: \$43.89

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$36.97

Supplemental Benefit Rate per Hour: \$43.89

### **Sheet Metal Worker - Duct Cleaner**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$12.90

Supplemental Benefit Rate per Hour: \$8.07

#### 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
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

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# Paid Holidays

#### **Shift Rates**

Work that can only be performed outside regular working hours (seven 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. No journeyperson engaged in fan maintenance shall work in excess of forty (40) hours in any work week.

(Local #28)

# SHEET METAL WORKER - SPECIALTY (Decking & Siding)

### **Sheet Metal Specialty Worker**

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$40.78

Supplemental Benefit Rate per Hour: \$23.38

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

PUBLISH DATE: 7/1/2014 EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015 Page 71 of 84

None

(Local #28)

#### SHIPYARD WORKER

### **Shipyard Mechanic - First Class**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$23.83

Supplemental Benefit Rate per Hour: \$2.87

### **Shipyard Mechanic - Second Class**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$15.44

Supplemental Benefit Rate per Hour: \$2.54

### **Shipyard Laborer - First Class**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$19.28

Supplemental Benefit Rate per Hour: \$2.69

# **Shipyard Laborer - Second Class**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$12.36

Supplemental Benefit Rate per Hour: \$2.43

# **Shipyard Dockhand - First Class**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$22.68

Supplemental Benefit Rate per Hour: \$2.82

# **Shipyard Dockhand - Second Class**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$14.22

Supplemental Benefit Rate per Hour: \$2.50

### **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** 

# SIGN ERECTOR (Sheet Metal, Plastic, Electric, and Neon)

# Sign Erector

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$44.20

Supplemental Benefit Rate per Hour: \$44.10

#### **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
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

#### **Shift Rates**

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

#### **STEAMFITTER**

### Steamfitter I

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$53.25

Supplemental Benefit Rate per Hour: \$51.04

Supplemental Note: Overtime supplemental benefit rate: \$101.34

#### **Overtime**

Double time the regular rate after a 7 hour day. Double time the regular time rate for Saturday. Double time the regular rate for Sunday.

#### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

# **Paid Holidays**

None

#### **Shift Rates**

Work performed between 3:30 P.M. and 7:00 A.M. and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate and paid at the overtime supplemental benefit rate above.

# Steamfitter II

For heating, ventilation, air conditioning and mechanical public works contracts with a dollar value not to exceed \$15,000,000 and for fire protection/sprinkler public works contracts not to exceed \$1,500,000.

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Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$53.25

Supplemental Benefit Rate per Hour: \$51.04

Supplemental Note: Overtime supplemental benefit rate: \$101.34

#### **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 thirty percent premium together with fringe benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

**Local #638** 

# STEAMFITTER - REFRIGERATION AND AIR CONDITIONER (Maintenance and Installation Service Person)

# Refrigeration and Air Conditioner Mechanic

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$38.30

Supplemental Benefit Rate per Hour: \$12.76

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# Refrigeration and Air Conditioner Service Person V

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$31.47

Supplemental Benefit Rate per Hour: \$11.55

# Refrigeration and Air Conditioner Service Person IV

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$26.07

Supplemental Benefit Rate per Hour: \$10.52

# 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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$22.38

Supplemental Benefit Rate per Hour: \$9.76

# 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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$18.56

Supplemental Benefit Rate per Hour: \$9.06

# 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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$13.57

Supplemental Benefit Rate per Hour: \$8.30

#### Overtime

Time and one half the regular rate after an 8 hour day. Time and one half the regular rate for Saturday. Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s). New Year's Day Independence Day Labor Day Veteran's Day

Thanksgiving Day Christmas Day

Double time and one half the regular rate for work on the following holiday(s). Martin Luther King Jr. Day President's Day Memorial Day Columbus Day

#### **Paid Holidays**

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

(Local #638B)

### **STONE MASON - SETTER**

## **Stone Mason - Setters**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$46.56

Supplemental Benefit Rate per Hour: \$36.40

#### 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.

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#### **Shift Rates**

For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

#### **TAPER**

### **Drywall Taper**

Effective Period: 7/1/2014 - 12/30/2014

Wage Rate per Hour: \$45.32

Supplemental Benefit Rate per Hour: \$22.66

Effective Period: 12/31/2014 - 6/30/2015

Wage Rate per Hour: \$45.82

Supplemental Benefit Rate per Hour: \$22.66

#### **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.

#### Shift Rates

Time and one half the regular rate outside the regular work hours (8:00 A.M. through 3:30 P.M.)

(Local #1974)

# TELECOMMUNICATION WORKER (Voice Installation Only)

# **Telecommunication Worker**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$39.18

Supplemental Benefit Rate per Hour: \$13.19

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$12.64 for Staten Island

only.

#### **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
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day

# **Paid Holidays**

Thanksgiving Day Christmas Day

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 op

Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

#### **Shift Rates**

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

#### Vacation

After 6 months.......one week.

After 12 months but less than 7 years......two weeks.

After 7 or more but less than 15 years......three weeks.

After 15 years or more but less than 25 years......four weeks.

(C.W.A.)

#### **TILE FINISHER**

### **Tile Finisher**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$38.80

Supplemental Benefit Rate per Hour: \$28.03

#### **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 (1½) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

### **TILE LAYER - SETTER**

# Tile Layer - Setter

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$49.88

Supplemental Benefit Rate per Hour: \$32.36

#### **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 (1½) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

#### **TIMBERPERSON**

# <u>Timberperson</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$44.33

Supplemental Benefit Rate per Hour: \$45.39

#### **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

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

None

#### **Shift Rates**

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Local #1536)

#### TUNNEL WORKER

# Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$54.20

Supplemental Benefit Rate per Hour: \$48.20

# **Tunnel Workers (Compressed Air Rates)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$52.31

Supplemental Benefit Rate per Hour: \$46.59

# **Top Nipper (Compressed Air Rates)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$51.35

Supplemental Benefit Rate per Hour: \$45.78

# <u>Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$50.42

Supplemental Benefit Rate per Hour: \$44.91

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# Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$50.42

Supplemental Benefit Rate per Hour: \$44.92

# Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$43.94

Supplemental Benefit Rate per Hour: \$42.55

# **Blasters (Free Air Rates)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$51.72

Supplemental Benefit Rate per Hour: \$46.03

### **Tunnel Workers (Free Air Rates)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$49.48

Supplemental Benefit Rate per Hour: \$44.06

# <u> All Others (Free Air Rates)</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$45.73

Supplemental Benefit Rate per Hour: \$40.75

# Microtunneling (Free Air Rates)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$39.58

Supplemental Benefit Rate per Hour: \$35.25

# **Overtime Description**

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, or for Saturday, or for Sunday. Double time the regular rate for work on a holiday. For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

#### **Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

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

# Paid Holidays

New Year's Day

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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)

WELDER
TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE
PERFORMING THE WORK.

# OFFICE OF THE COMPTROLLER

# CITY OF NEW YORK

# 220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

# **APPENDIX**

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 employed on a public work project.

Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the journey person wage rate for the classification of work he 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.

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# ASBESTOS HANDLER

(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

#### **Asbestos Handler (First 1000 Hours)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 78% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$15.45

#### Asbestos Handler (Second 1000 Hours)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 80% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$15.45

## **Asbestos Handler (Third 1000 Hours)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 83% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$15.45

#### **Asbestos Handler (Fourth 1000 Hours)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 89% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$15.45

(Local #78)

#### **BOILERMAKER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

# Boilermaker (First Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 65% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$29.74

# **Boilermaker (Second Year: 1st Six Months)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 75% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$31.40

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# **Boilermaker (Second Year: 2nd Six Months)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 75% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$33.05

#### **Boilermaker (Third Year: 1st Six Months)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 80% of Journeyperson's rat Supplemental Benefit Rate Per Hour: \$34.69

#### **Boilermaker (Third Year: 2nd Six Months)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 85% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$36.34

#### **Boilermaker (Fourth Year: 1st Six Months)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 90% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$38.00

# **Boilermaker (Fourth Year: 2nd Six Months)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 95% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$39.65

(Local #5)

#### **BRICKLAYER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

# **Bricklayer (First 750 Hours)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 50% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$17.10

# **Bricklayer (Second 750 Hours)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$17.10

#### **Bricklayer (Third 750 Hours)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 70% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$17.10

#### Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 80% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$17.10

### **Bricklayer (Fifth 750 Hours)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 90% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$17.10

#### Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 95% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$17.10

(Bricklayer District Council)

#### **CARPENTER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

# Carpenter (First Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 40% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$30.25

# Carpenter (Second Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$30.25

# **Carpenter (Third Year)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 65% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$30.25

# Carpenter (Fourth Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 80% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$30,25

(Carpenters District Council)

### **CEMENT MASON**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

### **Cement Mason (First Year)**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

# Cement Mason (Second Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

# Cement Mason (Third Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 70% of Journeyperson's Rate

(Local #780)

### **CEMENT AND CONCRETE WORKER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

# Cement & Concrete Worker (0 - 500 hours)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 50% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$18.04

# Cement & Concrete Worker (501 - 1000 hours)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 65% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$18.87

#### Cement & Concrete Worker (1001 - 2000 hours)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 65% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$24.25

#### Cement & Concrete Worker (2001 - 4000 hours)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 80% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$25.07

(Cement Concrete Workers District Council)

### **DERRICKPERSON & RIGGER (STONE)**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

# Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2014 - 6/30/2015

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: 7/1/2014 - 6/30/2015

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: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

# <u>Derrickperson & Rigger (stone) - Third Year</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

(Local #197)

#### DOCKBUILDER/PILE DRIVER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

#### **Dockbuilder/Pile Driver (First Year)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 40% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$31.26

#### <u>Dockbuilder/Pile Driver (Second Year)</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 50% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$31.26

#### **Dockbuilder/Pile Driver (Third Year)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 65% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$31.26

# **Dockbuilder/Pile Driver (Fourth Year)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 80% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$31.26

(Carpenters District Council)

#### **ELECTRICIAN**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

# **Electrician (First Term: 0-6 Months)**

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$12.50

Supplemental Benefit Rate per Hour: \$11.10
Overtime Supplemental Rate Per Hour: \$11.93

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$13.00

Supplemental Benefit Rate per Hour: \$11.61
Overtime Supplemental Rate Per Hour: \$12.47

### **Electrician (First Term: 7-12 Months)**

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$13.50

Supplemental Benefit Rate per Hour: \$11.62
Overtime Supplemental Rate Per Hour: \$12.51

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$14.00

Supplemental Benefit Rate per Hour: \$12.12

Overtime Supplemental Rate Per Hour: \$13.04

# Electrician (Second Term: 0-6 Months)

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$14.50

Supplemental Benefit Rate per Hour: \$12.13
Overtime Supplemental Rate Per Hour: \$13.08

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$15.00

Supplemental Benefit Rate per Hour: \$12.63
Overtime Supplemental Rate Per Hour: \$13.62

# **Electrician (Second Term: 7-12 Months)**

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$15.50

Supplemental Benefit Rate per Hour: \$12.64
Overtime Supplemental Rate Per Hour: \$13.66

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$16.00

Supplemental Benefit Rate per Hour: \$13.14
Overtime Supplemental Rate Per Hour: \$14.19

# **Electrician (Third Term: 0-6 Months)**

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$16.50

Supplemental Benefit Rate per Hour: \$13.15
Overtime Supplemental Rate Per Hour: \$14.23

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$17.00

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Supplemental Benefit Rate per Hour: \$13.65
Overtime Supplemental Rate Per Hour: \$14.77

# **Electrician (Third Term: 7-12 Months)**

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$17.50

Supplemental Benefit Rate per Hour: \$13.65 Overtime Supplemental Rate Per Hour: \$14.81

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$18.00

Supplemental Benefit Rate per Hour: \$14.16
Overtime Supplemental Rate Per Hour: \$15.34

# **Electrician (Fourth Term: 0-6 Months)**

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$18.50

Supplemental Benefit Rate per Hour: \$14.16 Overtime Supplemental Rate Per Hour: \$15.38

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$19.00

Supplemental Benefit Rate per Hour: \$14.67
Overtime Supplemental Rate Per Hour: \$15.92

# **Electrician (Fourth Term: 7-12 Months)**

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$20.50

Supplemental Benefit Rate per Hour: \$15.18
Overtime Supplemental Rate Per Hour: \$16.53

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$21.00

Supplemental Benefit Rate per Hour: \$15.68
Overtime Supplemental Rate Per Hour: \$17.07

# Electrician (Fifth Term: 0-12 Months - Hired on or after 5/10/07)

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$22.50

Supplemental Benefit Rate per Hour: \$18.06
Overtime Supplemental Rate Per Hour: \$19.47

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$23.00

Supplemental Benefit Rate per Hour: \$18.56 Overtime Supplemental Rate Per Hour: \$20.00

# Electrician (Fifth Term: 13-18 Months - Hired on or after 5/10/07)

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$27.00

Supplemental Benefit Rate per Hour: \$20.32 Overtime Supplemental Rate Per Hour: \$22.01

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$27.50

Supplemental Benefit Rate per Hour: \$20.82
Overtime Supplemental Rate Per Hour: \$22.54

#### Electrician (Fifth Term: 0-18 Months - Hired before 5/10/07)

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$26.30

Supplemental Benefit Rate per Hour: \$19.96
Overtime Supplemental Rate Per Hour: \$21.61

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$26.80

Supplemental Benefit Rate per Hour: \$20.46
Overtime Supplemental Rate Per Hour: \$22.14

# **Overtime Description**

Overtime Wage paid at time and one half the regular rate For "A" rated Apprentices (work in excess of 7 hours per day) For "M" rated Apprentices (work in excess of 8 hours per day)

(Local #3)

#### **ELEVATOR CONSTRUCTOR**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

# **Elevator (Constructor) - First Year**

Effective Period: 7/1/2014 - 3/16/2015

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$25.46

Effective Period: 3/17/2015 - 6/30/2015

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$26.94

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# Elevator (Constructor) - Second Year

Effective Period: 7/1/2014 - 3/16/2015

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$25.86

Effective Period: 3/17/2015 - 6/30/2015

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$27.35

#### **Elevator (Constructor) - Third Year**

Effective Period: 7/1/2014 - 3/16/2015

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$26.66

Effective Period: 3/17/2015 - 6/30/2015

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$28.17

#### Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2014 - 3/16/2015

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Rate Per Hour: \$27.46

Effective Period: 3/17/2015 - 6/30/2015

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Rate Per Hour: \$29.00

(Local #1)

# **ELEVATOR REPAIR & MAINTENANCE**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

# **Elevator Service/Modernization Mechanic (First Year)**

Effective Period: 7/1/2014 - 3/16/2015

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Per Hour: \$24.85

Effective Period: 3/17/2015 - 6/30/2015

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Per Hour: \$26.87

# Elevator Service/Modernization Mechanic (Second Year)

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Effective Period: 7/1/2014 - 3/16/2015

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Benefit Per Hour: \$25.24

Effective Period: 3/17/2015 - 6/30/2015

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Benefit Per Hour: \$27.27

#### Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2014 - 3/16/2015

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Per Hour: \$26.02

Effective Period: 3/17/2015 - 6/30/2015

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Per Hour: \$28.08

# **Elevator Service/Modernization Mechanic (Fourth Year)**

Effective Period: 7/1/2014 - 3/16/2015

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Benefit Per Hour: \$26.81

Effective Period: 3/17/2015 - 6/30/2015

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Benefit Per Hour: \$28.89

(Local #1)

#### **ENGINEER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

# **Engineer - First Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$22.49

Supplemental Benefit Rate per Hour: \$20.68

#### **Engineer - Second Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$28.11

Supplemental Benefit Rate per Hour: \$20.68

# Engineer - Third Year

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Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$20.92

Supplemental Benefit Rate per Hour: \$20.68

#### **Engineer - Fourth Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$33.73

Supplemental Benefit Rate per Hour: \$20.68

(Local #15)

#### **ENGINEER - OPERATING**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

#### **Operating Engineer - First Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour 40% of Journeyperson's Rate

Supplemental Benefit Per Hour: \$18.60

# **Operating Engineer - Second Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 50% of Journeyperson's Rate

Supplemental Benefit Per Hour: \$18.60

# **Operating Engineer - Third Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 60% of Journeyperson's Rate

Supplemental Benefit Per Hour: \$18.60

(Local #14)

#### FLOOR COVERER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

# Floor Coverer (First Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$30.25

#### Floor Coverer (Second Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$30.25

#### Floor Coverer (Third Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$30.25

#### Floor Coverer (Fourth Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$30.25

(Carpenters District Council)

#### **GLAZIER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

# Glazier (First Year)

Effective Period: 7/1/2014 - 10/31/2014

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$12.97

Effective Period: 11/1/2014 - 6/30/2015

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$13.12

# **Glazier (Second Year)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$22.25

# Glazier (Third Year)

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Effective Period: 7/1/2014 - 10/31/2014

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$24.75

Effective Period: 11/1/2014 - 6/30/2015

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$25.10

# Glazier (Fourth Year)

Effective Period: 7/1/2014 - 10/31/2014

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$29.87

Effective Period: 11/1/2014 - 6/30/2015

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$30.02

(Local #1281)

### **HEAT & FROST INSULATOR**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

# **Heat & Frost Insulator (First Year)**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

# **Heat & Frost Insulator (Second Year)**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

# **Heat & Frost Insulator (Third Year)**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

# **Heat & Frost Insulator (Fourth Year)**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #12)

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# HOUSE WRECKER (TOTAL DEMOLITION)

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

#### **House Wrecker - First Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$20.52

Supplemental Benefit Rate per Hour: \$16.60

#### House Wrecker - Second Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$21.67

Supplemental Benefit Rate per Hour: \$16.60

#### House Wrecker - Third Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$23.27

Supplemental Benefit Rate per Hour: \$16.60

# **House Wrecker - Fourth Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$25.83

Supplemental Benefit Rate per Hour: \$16.60

(Mason Tenders District Council)

#### **IRON WORKER - ORNAMENTAL**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

# Iron Worker (Ornamental) - 1st Ten Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$35.15

# Iron Worker (Ornamental) - 11 -16 Months

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Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$36.21

#### Iron Worker (Ornamental) - 17 - 22 Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$37.27

#### <u>Iron Worker (Ornamental) - 23 - 28 Months</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: \$39.40

# Iron Worker (Ornamental) - 29 - 36 Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$41.52

(Local #580)

#### **IRON WORKER - STRUCTURAL**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

# Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$24.98

Supplemental Benefit Rate per Hour: \$45.53

# <u>Iron Worker (Structural) - 7- 18 Months</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$25.58

Supplemental Benefit Rate per Hour: \$45.53

# Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$26.18

Supplemental Benefit Rate per Hour: \$45.53

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(Local #40 and #361)

# LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)

(Ratio Apprentice to Journeyperson: 1 to 1, 1 to 3)

# <u>Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First</u> <u>1000 hours</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$34.88

# <u>Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$34.88

# <u>Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Rate Per Hour: \$34.88

# <u>Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Rate Per Hour: \$34.88

(Local #731)

#### MARBLE MECHANICS

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

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# **Cutters & Setters - First 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

#### <u>Cutters & Setters - Second 750 Hours</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

# <u>Cutters & Setters - Third 750 Hours</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

#### <u>Cutters & Setters - Fourth 750 Hours</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

#### **Cutters & Setters - Fifth 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

# **Cutters & Setters - Sixth 750 Hours**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

# Polishers & Finishers - First 750 Hours

Effective Period: 7/1/2014 - 6/30/2015

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: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

# Polishers & Finishers - Third 750 Hours

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

# Polishers & Finishers - Fourth 750 Hours

PUBLISH DATE: 7/1/2014 EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015 Page 20 of 34

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)

#### **MASON TENDER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

# **Mason Tender - First Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$20.99

Supplemental Benefit Rate per Hour: \$17.86

### Mason Tender - Second Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$22.14

Supplemental Benefit Rate per Hour: \$17.86

### <u> Mason Tender - Third Year</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$23.84

Supplemental Benefit Rate per Hour: \$17.86

#### Mason Tender - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$26.50

Supplemental Benefit Rate per Hour: \$17.86

(Local #79)

#### **METALLIC LATHER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

# Metallic Lather (First Year -Called Prior to 6/29/11)

PUBLISH DATE: 7/1/2014 EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015 Page 21 of 34

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$28.11

Supplemental Benefit Rate per Hour: \$22.79

### Metallic Lather (Second Year - Called Prior to 6/29/11)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$32.71

Supplemental Benefit Rate per Hour: \$24.44

## Metallic Lather (Third Year - Called Prior to 6/29/11)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$37.77

Supplemental Benefit Rate per Hour: \$25.59

# Metallic Lather (First Year -Called On Or After 6/29/11)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$17.71

Supplemental Benefit Rate per Hour: \$19.85

# Metallic Lather (Second Year - Called On Or After 6/29/11)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$22.81

Supplemental Benefit Rate per Hour: \$19.85

# Metallic Lather (Third Year - Called On Or After 6/29/11)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$27.91

Supplemental Benefit Rate per Hour: \$19.85

(Local #46)

#### **MILLWRIGHT**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

# Millwright (First Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$26.64

PUBLISH DATE: 7/1/2014 EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015 Page 22 of 34

Supplemental Benefit Rate per Hour: \$32.84

#### Millwright (Second Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$31.49

Supplemental Benefit Rate per Hour: \$36.18

#### Millwright (Third Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$36.33

Supplemental Benefit Rate per Hour: \$40.66

#### Millwright (Fourth Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$46.02

Supplemental Benefit Rate per Hour: \$46.24

(Local #740)

### **PAVER AND ROADBUILDER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

# Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$26.61

Supplemental Benefit Rate per Hour: \$16.50

# Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$28.22

Supplemental Benefit Rate per Hour: \$16.50

(Local #1010)

PUBLISH DATE: 7/1/2014 EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015 Page 23 of 34

#### **PAINTER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

#### Painter - Brush & Roller - First Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$15.80

Supplemental Benefit Rate per Hour: \$11.88

#### Painter - Brush & Roller - Second Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$19.75

Supplemental Benefit Rate per Hour: \$15.73

#### Painter - Brush & Roller - Third Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$23.70

Supplemental Benefit Rate per Hour: \$18.64

#### Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$31.60

Supplemental Benefit Rate per Hour: \$24.02

(District Council of Painters)

#### **PAINTER - STRUCTURAL STEEL**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

# Painters - Structural Steel (First Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

# Painters - Structural Steel (Second Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

PUBLISH DATE: 7/1/2014 EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015 Page 24 of 34

# Painters - Structural Steel (Third Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #806)

#### **PLASTERER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

#### Plasterer - First Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$15.76

#### Plasterer - First Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 45% of Journeyperson's rate

Supplemental Rate Per Hour: \$16.24

#### Plasterer - Second Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$18.21

# Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$19.29

# Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: \$21.46

#### Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Rate Per Hour: \$22.54

PUBLISH DATE: 7/1/2014 EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015 Page 25 of 34

(Local #530)

#### **PLUMBER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

# Plumber - First Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$14.00

Supplemental Benefit Rate per Hour: \$0.71

### Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$14.00

Supplemental Benefit Rate per Hour: \$2.96

### Plumber - Second Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$23.87

Supplemental Benefit Rate per Hour: \$11.46

#### Plumber - Third Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$25.97

Supplemental Benefit Rate per Hour: \$11.46

# Plumber - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$28.82

Supplemental Benefit Rate per Hour: \$11.46

# Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$30.22

Supplemental Benefit Rate per Hour: \$11.46

# Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$42.29

Supplemental Benefit Rate per Hour: \$11.46

(Plumbers Local #1)

# POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION)

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

# Pointer - Waterproofer, Caulker Mechanic - First Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$25.01

Supplemental Benefit Rate per Hour: \$4.75

#### Pointer - Waterproofer, Caulker Mechanic - Second Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$27.25

Supplemental Benefit Rate per Hour: \$9.70

# Pointer - Waterproofer, Caulker Mechanic - Third Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$32.24

Supplemental Benefit Rate per Hour: \$12.45

# Pointer - Waterproofer, Caulker Mechanic - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$38.66

Supplemental Benefit Rate per Hour: \$12.45

(Bricklayer District Council)

#### ROOFER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

PUBLISH DATE: 7/1/2014 EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015 Page 27 of 34

#### Roofer - First Year

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 35% of Journeyperson's Rate

#### Roofer - Second Year

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

#### Roofer - Third Year

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

#### Roofer - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's Rate

(Local #8)

#### SHEET METAL WORKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

# **Sheet Metal Worker (0-6 Months)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 25% of Journeyperson's rate

Supplemental Rate Per Hour: \$6.15

# **Sheet Metal Worker (7-18 Months)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 35% of Journeyperson's rate

Supplemental Rate Per Hour: \$16.21

# **Sheet Metal Worker (19-30 Months)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 45% of Journeyperson's rate

Supplemental Rate Per Hour: \$22.23

# **Sheet Metal Worker (31-36 Months)**

PUBLISH DATE: 7/1/2014 EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015 Page 28 of 34

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$26.16

#### **Sheet Metal Worker (37-42 Months)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$28.13

#### **Sheet Metal Worker (43-48 Months)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: \$32.09

#### **Sheet Metal Worker (49-54 Months)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Rate Per Hour: \$34.07

#### **Sheet Metal Worker (55-60 Months)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$36.03

(Local #28)

#### SIGN ERECTOR

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

# Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 35% of Journeyperson's rate

Supplemental Rate Per Hour: \$5.96

# Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$6.75

# <u> Sign Erector - Second Year: 1st Six Months</u>

PUBLISH DATE: 7/1/2014 EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015 Page 29 of 34

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 45% of Journeyperson's rate

Supplemental Rate Per Hour: \$7.55

#### Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$8.34

# Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$9.13

#### Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$9.92

#### Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$10.72

# Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: \$11.51

# Sign Erector - Fifth Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Rate Per Hour: \$12.30

# Sign Erector - Sixth Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$12.30

(Local #137)

#### STEAMFITTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

#### Steamfitter - First Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

#### Steamfitter - Second Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

### **Steamfitter - Third Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

#### Steamfitter - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

#### <u> Steamfitter - Fifth Year</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate and Supplemental Rate Per Hour: 85% of Journeyperson's rate.

(Local #638)

#### STONE MASON - SETTER

(Ratio Apprentice of Journeyperson: 1 to 1, 1 to 2)

# Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

# Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 60% of Journeyperson's rate

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Supplemental Rate Per Hour: 50% of Journeyperson's rate

#### Stone Mason - Setters - Third 750 Hours

Effective Period: 7/1/2014 - 6/30/2015

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: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

# Stone Mason - Setters - Fifth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

#### Stone Mason - Setters - Sixth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 100% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

(Bricklayers District Council)

#### **TAPER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

# **Drywall Taper - First Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

# **Drywall Taper - Second Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

# **Drywall Taper - Third Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

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(Local #1974)

#### TILE LAYER - SETTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

## <u>Tile Layer - Setter - First 750 Hours</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

#### <u>Tile Layer - Setter - Second 750 Hours</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

#### <u>Tile Layer - Setter - Third 750 Hours</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

# <u> Tile Layer - Setter - Fourth 750 Hours</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

# Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

# Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

(Local #7)

#### **TIMBERPERSON**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

# <u>Timberperson - First Year</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$30.89

#### **Timberperson - Second Year**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$30.89

#### <u>Timberperson - Third Year</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$30.89

#### <u>Timberperson - Fourth Year</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$30.89

(Local #1536)

PUBLISH DATE: 7/1/2014 EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015 Page 34 of 34

#### OFFICE OF THE COMPTROLLER, CITY OF NEW YORK §6-109 PREVAILING WAGE SCHEDULE

#### NYC ADMINISTRATIVE CODE § 6-109 SCHEDULE OF "LIVING WAGES"

Contractors who provide the following services to the City of New York must post a copy of this Living Wage Schedule at their work site(s) as required by New York City Administrative Code § 6-109:

- Building Services,
- Day Care Services,
- Food Services.
- Head Start Services.
- Homecare Services,
- Services to Persons with Cerebral Palsy, and
- Temporary Services.

In accordance with NYC Administrative Code § 6-109, the Comptroller of the City of New York promulgated this schedule of living wages for the above services on contracts for non-emergency work in excess of the small purchase limit set by the Procurement Policy Board; contracting agencies must annex this schedule to such contracts.

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 City Administrative Code section 6-109. 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.

A city service contractor or subcontractor that provides homecare services, day care services, head start services or services to persons with cerebral palsy must pay its covered employees that directly render such services in performance of the city service contract or subcontract no less than the living wage and must provide its employees health benefits (supplemental benefits) or must supplement their hourly wage rate by an amount no less than the health benefits supplement rate. This requirement applies for each hour that the employee works performing the city service contract or subcontract.

A city service contractor or subcontractor that provides building services, food services or temporary services must pay its employees that are engaged in performing the city service contract or subcontract no less than the living wage or the prevailing wage, whichever is greater. Where the living wage is greater than the prevailing wage, the city service contractor or subcontractor must either provide its employees health benefits or must supplement their hourly wage rate by an amount no less than the health benefits supplement rate. Where the prevailing wage is greater than the living wage, the city service contractor or subcontractor must provide its employees the prevailing wage and supplements. These requirements apply for each hour that the employee works performing the city service contract or subcontract.

The appropriate schedule of living wages must be posted at all work sites pursuant to NYC Administrative Code 6-109.

PUBLISH DATE: 7/1/2014 EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015 Page 1 of 8

#### OFFICE OF THE COMPTROLLER, CITY OF NEW YORK §6-109 PREVAILING WAGE SCHEDULE

The schedule is applicable for work performed during the effective period, unless otherwise noted. You will be notified of any changes to this schedule by addenda published on our web site www.comptroller.nyc.gov. Schedules for future one-year periods will be published annually in the City Record on or about July 1st of each succeeding year and on our web site www.comptroller.nyc.gov.

The living wage rate and the health benefit supplement rate are known through June 30 of each year and those rates are listed in this schedule.

The living wage rates listed in this schedule may not include all hourly wage calculations for overtime, shift differential, Holiday, Saturday, Sunday or other premium time work. Similarly, this schedule does not set forth every living wage practice with which employers must comply.

Some of the rates in this schedule are based on collective bargaining agreements. These 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.

Answers to questions concerning prevailing wage practices may be obtained from the Classification Unit by calling (212) 669-7974. Please direct all other compliance issues to; Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

Contractors are solely responsible for maintaining original payroll records, which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, an agency's chief contracting officer must contact the Bureau of Labor Law to obtain a wage determination for a work classification not published in this schedule.

The information listed below is intended to assist you in meeting your living wage and prevailing wage obligation. Contractors are advised to review the Comptroller's Living Wage Schedule prior to submitting a bid for City work. Any wage rate error made by the contracting agency in the contract documents will <u>not</u> preclude a finding against the contractor for an underpayment of the applicable living wage or the applicable prevailing wage.

This schedule sets forth the living wage and benefit rates required to be annexed to and form part of the contract specifications for work covered by New York City Administrative Code § 6-109. Contractors performing such work are required to pay not less that the rates specified in this schedule for the applicable trade or occupation.

Benefits are paid for EACH HOUR WORKED unless otherwise noted.

Wasyl Kinach, P.E.
Director of Classifications
Bureau of Labor Law

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## **BUILDING CLEANER AND MAINTAINER (OFFICE)**

For the above building service classification, see the Labor Law Section 230 Schedule.

## **BUILDING CLEANER AND MAINTAINER (RESIDENTIAL)**

For the above building service classification, see the Labor Law Section 230 Schedule.

## **CLEANER (PARKING GARAGE)**

For the above building service classification, see the Labor Law Section 230 Schedule.

## DAY CARE SERVICES

## **Day Care Services**

'Day Care Services' means provision of day care services through the city's center-based day care program administered under contract with the city's Administration for Children's Services. No other day care programs shall be covered, including family-based day care programs administered by city-contracted day care centers.

Effective Period: 7/1/2014 - 6/30/2015 Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

## FOOD SERVICE EMPLOYEES

## <u>Cook</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$16.35

Supplemental Benefit Rate per Hour: \$1.63

## Cafeteria Attendant

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$10.41

Supplemental Benefit Rate per Hour: \$1.63

## **Counter Attendant**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$11.00

Supplemental Benefit Rate per Hour: \$1.63

## Kitchen Helper / Dishwasher

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$9.99

Supplemental Benefit Rate per Hour: \$1.63

## **Overtime**

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

## **GARDENER**

For the above building service classification, see the Labor Law Section 230 Schedule.

## **HEAD START SERVICES**

## **Head Start Services**

'Head Start Services' means provision of head start services through the city's center-based head start program administered under contract with the city's Administration for Children's Services. No other head start programs shall be covered.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

PUBLISH DATE: 7/1/2014 EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015 Page 5 of 8

## HOMECARE SERVICES

## **Home Care Services**

'Homecare Services' means the provision of homecare services under the city's Medicaid Personal Care/Home Attendant or Housekeeping Programs, including but not limited to the In-Home Services for the Elderly Programs administered by the Department for the Aging.

For homecare services provided under the Personal Care Services program, the wage and supplemental benefit rate above shall apply only as long as the state and federal government maintain their combined aggregate proportionate share of funding and approved rates for homecare services in effect as of the date of the enactment of this section.

For contractors or subcontractors providing homecare services, the supplemental benefit rate may be waived by the terms of a bona fide collective bargaining agreement with respect to employees who have never worked a minimum of eighty (80) hours per month for two consecutive months for that covered employer, but such provision may not be waived for any employee once a minimum of eighty (80) hours for two consecutive months has been achieved.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

## **SECURITY GUARD (ARMED)**

For the above building service classification, see the Labor Law Section 230 Schedule.

## **SECURITY GUARD (UNARMED)**

For the above building service classification, see the Labor Law Section 230 Schedule.

## SERVICES TO PERSONS WITH CEREBRAL PALSY

## **Services To Person With Cerebral Palsy**

'Services to Persons with Cerebral Palsy' means provision of services which enable persons with cerebral palsy and related disabilities to lead independent and productive lives through an agency that provides health care, education, employment, housing and technology resources to such persons under contract with the city or the department of education.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

## **TEMPORARY OFFICE SERVICES**

## Administrative Assistant

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$33.29

Supplemental Benefit Rate per Hour: None

## <u>Cashier</u>

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$11.50

Supplemental Benefit Rate per Hour: None

## Clerk (various)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$14.82

Supplemental Benefit Rate per Hour: None

## **Computer Assistant**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$19.94

Supplemental Benefit Rate per Hour: None

## **Data Entry Operator**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$16.44

Supplemental Benefit Rate per Hour: None

## Receptionist

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$15.03

Supplemental Benefit Rate per Hour: None

## **Secretary (various)**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$19.31

PUBLISH DATE: 7/1/2014 EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015 Page 7 of 8

Supplemental Benefit Rate per Hour: None

## **Word Processor**

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$18.49

Supplemental Benefit Rate per Hour: None

## **Overtime**

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics or NYC Administrative Code §6-109)

## **WINDOW CLEANER**

For the above building service classification, see the Labor Law Section 230 Schedule.

PUBLISH DATE: 7/1/2014 EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015 Page 8 of 8



# THE CITY OF NEW YORK OFFICE OF THE COMPTROLLER 1 CENTRE STREET ROOM 1120 NEW YORK, N.Y. 10007-2341

TELEPHONE: (212) 669-3622 FAX NUMBER: (212) 669-8499

ALAN G. HEVESI COMPTROLLER

## **MEMORANDUM**

November 6, 2000

To

Agency Chief Contracting Officers

From:

Leonard A. Mancusi

Re:

Security at Construction Sites

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

prevailing wages, we suggest-that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.

As always, your cooperation is appreciated.

-LAM:er ACCO.SECURITY AT SITES



## INFRASTRUCTURE DIVISION BUREAU OF DESIGN

## **VOLUME 2 OF 3**

	Contractor
Dated	
APPROVED AS TO FORM CERTIFIED AS TO LEGAL AUTHORITY	
	Acting Corporation Counsel
Dated	



## INFRASTRUCTURE DIVISION BUREAU OF DESIGN

## **VOLUME 2 OF 3**

PROJECT ID: SEN002169

FOR THE CONSTRUCTION OF COMBINED SEWERS AND APPURTENANCES IN: YORK AVENUE BETWEEN EAST 61ST STREET AND EAST 63RD STREET; AND EAST 62ND STREET BETWEEN YORK AVENUE AND 1ST AVENUE

INCLUDING SEWER, WATER MAIN, STREET LIGHTING AND TRAFFIC WORK

Together With All Work Incidental Thereto
BOROUGH OF MANHATTAN
CITY OF NEW YORK

- July Elic	) Indust	1105 1 -1	Contractor	
Dated	June	16	, 20 <u>15</u>	
APPROVED AS TO CERTHIED AS TO	FORM VLEGAL AUTHORIT		ration Counsel	
	/	Acting Corpor	undi Counsci	



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

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

**VOLUME 3 OF 3** 

SCHEDULE A ADDENDA NOS. 1 TO 5

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: SEN002169

FOR THE CONSTRUCTION OF COMBINED SEWERS AND APPURTENANCES IN: YORK AVENUE BETWEEN EAST 61ST STREET AND EAST 63RD STREET; AND EAST 62ND STREET BETWEEN YORK AVENUE AND 1ST AVENUE

INCLUDING SEWER, WATER MAIN, STREET LIGHTING AND TRAFFIC WORK

Together With All Work Incidental Thereto BOROUGH OF MANHATTAN CITY OF NEW YORK



FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION PREPARED BY IN-HOUSE DESIGN

15-085

**DECEMBER 19, 2014** 

#### SPECIFICATIONS AND STANDARDS OF NEW YORK CITY

The following New York City Department of Transportation (NYCDOT) reference documents are available on-line at:

http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml 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, November 1, 2010
- 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 on-line at: <a href="http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml">http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml</a> 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. Waqar Ahmad, Tel. (718) 391-2056

- 1. NYCDEP Standard Sewer and Water Main Specifications, July 1, 2014
- 2. NYCDEP Instructions for Concrete Specifications, Jan. 92
- 3. NYCDEP General Specification 11-Concrete, November 1991
- 4. NYCDEP Sewer Design Standards, (September 2007) Revised January 2009

The following reference documents for New York City Department of Environmental Protection (NYCDEP) are available on-line at: <a href="http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml">http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml</a> 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
- 2. Specifications for Trunk Main Work, dated July 2014
- 3. Standards for Green Infrastructure, latest version, available only on-line at: <a href="http://www.nyc.gov/html/dep/pdf/green">http://www.nyc.gov/html/dep/pdf/green</a> infrastructure/bioswales-standard-designs.pdf

Water main work material specifications are available at the Department of Environmental Protection, 59-17 Junction Boulevard, 3rd Floor Low-Rise Building, Flushing, N.Y. 11373-5108.

Contact: Mr. Tarlock Sahansra, P.E., Tel. (718) 595-5302 E-mail: TSAHANSRA@DEP.NYC.GOV

Standard Specifications and Drawings for Fire Department Communications facilities of New York City are available at 87 Union Street, Engineering Office, Brooklyn, N.Y. 11231-1416.
Contact: Mr. Ed Durkin, Tel. (718) 624-3752

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

(NO TEXT ON THIS PAGE)

#### 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 6.03.1a - 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 it's 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.

## 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, fillings, 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.

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 "<u>UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS</u>" 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.

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.

## 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

#### 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.

#### 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



### 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".

#### 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.

## 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.

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.

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

to EP-7 bid item "<u>UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS</u>". When EP-7 bid item "<u>UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS</u>" 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

## 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

## **EP-7 GAS COST SHARING** STANDARD SPECIFICATIONS

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- NO. 1A Support Requirements For Gas Mains Over 16" Diameter Up To And Including 48" Diameter Crossing Excavation At Any Angle
- NO. 2 Typical Methods Of Measurement For Gas Crossings
- NO. 3 Utility Crossings During Catch Basin Chute Connection Pipe Installation
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## V - PRELIMINARY GAS WORK TO BE PERFORMED BY FACILITY OPERATOR

## VI - LISTING OF APPROXIMATE LOCATIONS OF EP-7 BID ITEMS QUANTITIES

## ATTACH TO CONTRACT DOCUMENTS

# THE CITY OF NEW YORK DEPARTMENT OF DESIGN AND CONSTRUCTION INFRASTRUCTURE DIVISION BUREAU OF DESIGN

PROJECT ID: SEN002169

FOR THE CONSTRUCTION OF COMBINED SEWERS AND APPURTENANCES IN: YORK AVENUE BETWEEN EAST  $61^{\rm ST}$  STREET AND EAST  $63^{\rm RD}$  STREET; AND EAST  $62^{\rm ND}$  STREET BETWEEN YORK AVENUE AND  $1^{\rm ST}$  AVENUE

INCLUDING SEWER, WATER MAIN, STREET LIGHTING AND TRAFFIC WORK

**Together With All Work Incidental Thereto** 

**BOROUGH OF MANHATTAN** 

ADDENDUM NO. 3

DATED: December 19, 2014

This Addendum is issued for the purpose of amending the requirements of the Contract Documents and is hereby made part of said Contract Documents to the same extent as if it was originally included therein.

GAS COST SHARING (EP-7) STANDARD SPECIFICATIONS

OCMC FILE NO:

MEC10-303 AMENDMENT #1

CONTRACT NO:

Page 3 of 3 SEN002169

PROJECT:

CONSTRUCTION OF COMBINED SEWERS IN YORK AVENUE

## **SPECIAL NOTES**

**NOTE 1:** CONTRACTOR WILL BE REQUIRED TO INSTALL NO STANDING ANYTIME TEMPORY CONSTRUCTION SIGNAGE.

**NOTE 2:** CONTRACTOR MAY BE REQUIRED TO REMOVE PORTIONS OF SIDEWALK AND PAVE, IN ORDER TO MAINTAIN THE MINIMUM NUMBER OF TRAVEL LANES AS INDICATED IN SECTION B ITEMS 1 THROUGH 5 OF THIS DOCUMENT.

NOTE 3: AN MPT PLAN SHALL BE SUBMITTED TO THE NYCDOT OCMC UNIT A MINIMUM OF FOUR WEEKS PRIOR TO WORK FOR OUR REVIEW, COMMENTS AND APPROVAL. THIS TRAFFIC PLAN SHALL INCLUDE THE MPT MITIGATIONS FOR NYPD AGENTS, VMS LOCATIONS, CCTV PLACEMENT LOCATIONS, TRAFFIC LANES AND WORK ZONE LAYOUT AND PEDESTRIAN TRAFFIC FLOW. THE NECESSARY CONSTRUCTION SIGNAGE AND PAVEMENT MARKINGS (INCLUDING DOUBLE YELLOW, WHITE SKIP LINES AND TURNING LANES) MUST BE IDENTIFIED.

## C. GENERAL NOTES

- 1. THIS IS NOT A PERMIT. THIS STIPULATION SHEET MUST BE SUBMITTED WITH ALL REQUESTS FOR PERMITS PERTAINING TO THE ABOVE CONTRACT AND PRESENT AT THE WORK SITE ALONG WITH ALL ACTIVE CONSTRUCTION PERMITS WHEN THE APPROVED WORK IS BEING PERFORMED.
- 2. 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.
- 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.
- 4. 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 WAY OF A PUBLIC STREET OR PUBLIC PARK, WRITTEN APPROVAL FROM THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION OR NEW YORK CITY DEPARTMENT OF TRANSPORTATION OR NEW YORK CITY PRIVATE PROPERTY, STATE, FEDERAL ETC., IT IS THE PERMITTEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.
- 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
- 6. 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.
- 7. 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.
- 8. 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.
- 9. 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.

10. THE CONTRACTOR MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.

JOSEPHY NOTO
EXECUTIVE EMPETOR

**IPN/ib** 

JASON BUCCHERI PROJECT MANAGER

**OCMC-STREETS** 

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OCMC FILE NO:

MEC 10-303 AMENDMENT #1

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CONTRACT NO:

SEN002169

PROJECT:

CONSTRUCTION OF COMBINED SEWERS IN YORK AVENUE

## B. MAINTENANCE AND PROTECTION OF TRAFFIC

#### WATER MAIN(s) ON YORK AVE FROM EAST 61 ST TO EAST 64 ST SEGMENTS ONLY

- WORKING HOURS ON THE SEGMENTS OF YORK AVENUE SHALL BE AS FOLLOWS:
  - WORK 9AM- 4PM, MONDAY TO FRIDAY.
  - WORK 9AM- 4PM SATURDAY AND SUNDAY.
- MAINTAIN FOUR 10FT LANES FOR VEHICULAR TRAFFIC, TWO IN EACH DIRECTION.
- NO IMPACT ON INTERSECTIONS AND CROSS STREETS MONDAY THRU FRIDAY.
- MAINTAIN MINIMUM 5 FOOT CLEAR SIDEWALK AT ALL TIMES.

NOTE: NO STANDING ANYTIME TEMPORARY CONSTRUCTION REGULATIONS SHALL BE INSTALLED AND MAINTAINED FOR THE PROJECTS DURATION ON BOTH EAST AND WEST SIDES OF YOURK AVENUE.

## 2. SEWERS ON YORK AVE FROM EAST 61 ST TO EAST 64 ST SEGMENTS ONLY

- WORKING HOURS ON THE SEGMENTS OF YORK AVENUE SHALL BE AS FOLLOWS:
  - WORK 9AM- 3PM, MONDAY TO FRIDAY; 9AM-4PM SATURDAY AND SUNDAY.
- NO IMPACT ON INTERSECTIONS AND CROSS STREETS MONDAY THRU FRIDAY.
- MAINTAIN THREE 11 FT LANES FOR VEHICULAR TRAFFIC DURING WORKING HOURS.
- DURING NON-WORKING MAINTAIN FOUR 10FT LANES FOR VEHICULAR TRAFFIC, TWO IN EACH DIRECTION.
- MAINTAIN MINIMUM 5 FOOT CLEAR SIDEWALK AT ALL TIMES.

NOTE: NO STANDING ANYTIME TEMPORARY CONSTRUCTION REGULATIONS SHALL BE INSTALLED AND MAINTAINED FOR THE PROJECTS DURATION ON BOTH EAST AND WEST SIDES OF YOURK AVENUE.

### 3. YORK AVE FROM EAST 63 ST TO EAST 64 ST

- AS WRITTEN ABOVE WITH THE FOLLOWING STIPULATIONS ADDED.
- FULL WIDTH OF ROADWAY SHALL BE OPENED TO TRAFFIC WHEN WORK IS NOT OCCURING.

NOTE 1: ALL WORK WHICH IMPACTS YORK AVE B/T EAST 63 ST & EAST 64 ST DECKED/ PLATED BY THE END OF WORKING HOURS EACH SUNDAY.

NOTE 2: NO STANDING ANYTIME TEMPORARY CONSTRUCTION REGULATIONS SHALL BE INSTALLED AND MAINTAINED FOR THE PROJECTS DURATION ON BOTH EAST AND WEST SIDES OF YORK AVENUE.

### 4. INTERSECTIONS

- WORK HOURS SHALL BE AS FOLLOWS: WORK 9AM- 10PM SATURDAY AND SUNDAY.
- FULL WIDTH OF ROADWAY SHALL BE OPENED TO TRAFFIC OTHER TIMES.
- MAINTAIN MINIMUM 5 FOOT CLEAR SIDEWALK AT ALL TIMES

#### YORK AVENUE:

- DURING WATER MAIN WORK SEE SECTION B1 FOR ROADWAY STIPULATIONS
- DURING SEWER WORK SEE SECTION B2 FOR ROADWAY STIPULATIONS.

## EAST 61, 62 & 63 STREETS:

- MAINTAIN ONE 13 FOOT MOVING LANE FOR TRAFFIC ON ONE WAY STREETS; AND TWO 11 FT LANES
  FOR TRAFFIC ON TWO WAY STREETS.
- NO CLOSURES OR WORK ON FOR DRIVE ENTRACE/EXIT RAMPS ARE PERMITTED AT ANYTIME.

NOTE 1: ALL WORK WHICH IMPACTS INTERSECTIONS SHALL BE DONE DURING STIPULATED WEEKEND HOURS ONLY, THEN DECKED/ PLATED BY 10 PM EACH SUNDAY.

#### 5. EAST 62 STREET BETWEEN YORK AVENUE AND 1ST AVENUE

- WORK HOURS SHALL BE AS FOLLOWS: WORK 9AM-10PM SATURDAY AND SUNDAY.
- MAINTAIN ONE 13 FOOT MOVING LANE FOR TRAFFIC.
- FULL WIDTH OF ROADWAY SHALL BE OPENED TO TRAFFIC OTHER TIMES.
- MAINTAIN MINIMUM 5 FOOT CLEAR SIDEWALK AT ALL TIMES.

NOTE: ALL WORK WHICH IMPACTS EAST 62 STREET SHALL BE DONE DURING STIPULATED WEEKEND HOURS ONLY, THEN DECKED/ PLATED WHEN WORK IS NOT OCCURING.



## Department of Transportation

JANETTE SADIK-KHAN, Commissioner

## OCMC TRAFFIC STIPULATIONS

**September 29, 2014** 

**OCMC FILE NO:** 

MEC10-303 AMENDMENT#1

CONTRACT NO:

SEN002169

PROJECT:

CONSTRUCTION OF COMBINED SEWERS IN YORK AVENUE

LOCATION(S):

YORK AVE BETWEEN EAST 61 STREET & EAST 64 STREET

EAST 62 STREET BETWEEN YORK AVE & 15T AVE

## NOTE: THIS AMENDMENT(#1) SUPERCEDES THE ORIGINAL STIPULATION SHEET MEC10-303 DATED JANUARY 21, 2011

PERMISSION IS HEREBY GRANTED TO THE **NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION** AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE ABOVE LOCATION AND ITS LOCAL ADJACENT STREETS FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE STIPULATIONS, AS NOTED BELOW:

#### A. SPECIAL STIPULATIONS

- 1. EMBARGOES -A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE HOLIDAY EMBARGO OR ANY OTHER SPECIAL EVENT EMBARGOES AS PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL. .

  NOTE: THE HOLIDAY EMBARGO WILL BE IN AFFECT FOR THIS PROJECT, ALL WORK INCLUDING STORAGE OF MATERIAL SHALL BE PROHIBITIED, AND THE ROADWAY SHALL BE CLEARED AND FREE OF PLATING. THE NYC MARATHON EMBARGO AND THE 5 BORD BIKE TOUR EMBARGO WILL ALL BE IN AFFECT FOR THIS PROJECT.
- 2. BIKE LANES IF WORK IS IN OR AFFECTING A BIKE LANE, THE CONTRACTOR 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).
- 3. BUS STOPS THE CONTRACTOR 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.
- 4. <u>METERS</u> THE CONTRACTOR MAY NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT PARKING METER DIVISION AT 718 894 8651.
- 5. ACCESS TO ABUTTING PROPERTIES THE CONTRACTOR SHALL COORDINATE ALL ACTIVITIES WITH ABUTTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES.
- 6. AUTHORIZED PARKING PRIOR TO PERFORMING WORK WHICH IMPACTS AUTHORIZED PARKING, THE CONTRACTOR 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,
- 7. NOTIFICATION THE CONTRACTOR 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.

## 8. ENHANCED MITIGATIONS

- O NYPD TRAFFIC AGENTS ARE REQUIRED FOR THIS PROJECT: ONE AGENT AT EACH INTERSECTION ON YORK AVENUE FROM EAST 59 STREET TO EAST 64 STREET, AND ON FIRST AVENUE AT EAST 61 ST, EAST 62 ST AND EAST 63 ST. NINE (9) POSTS PLUS RELIEF; ON POST FROM 7AM-8PM MONDAY FRIDAY AND 9AM-10PM SATURDAY AND SUNDAY.
- O TWO CLOSED-CIRCUIT TELEVISION (CCTV) CAMERAS MUST BE PLACED CLOSE TO AND WITHIN THE WORKSITE PROJECT LIMITS TO CAPTURE PEDESTRIAN AND VEHICULAR TRAFFIC FLOW. INSTALLATION OF THESE CAMERAS MUST BE COORDINATED WITH THE NYCDOT TRAFFIC MANAGEMENT CENTER.
- O <u>ENHANCED MITIGATIONS FOR PEDESTRIAN FLOW</u>, INCLUDING METAL FENCING, SHALL BE PROVIDED TO ENSURE PEDESTRIANS STAY WITHIN THEIR DESIGNATED PATH/ROUTE. FLAGGERS SHALL BE PROVIDED TO ASSIST WITH PEDESTRIANS AT THE DESIGNATED CROSSWALK AREAS. THESE FLAGGERS SHALL BE ASSIGNED TO THIS FUNCTION ONLY.
- O SIX VARIABLE MESSAGE SIGNS (VMS) SHALL BE PROVIDED FOR THIS PROJECT. THE LOCATIONS AND MESSAGES SHALL BE RECOMMENDED BY NYCDDC AND THEIR CONTRACTOR A MINIMUM OF TWO 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.
- COMMUNITY OUTREACH SHALL BE PROVIDED FOR THE DURATION OF THE PROJECT.

NYC Department of Transportation

**Bureau of Permit Management and Construction Control** 

55 Water Street - 7th Floor, New York, NY 10041

T: 212.839.9621 F: 212.839.8970

www.nvc.gov/dot

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## D. AMENDMENTS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

1) Refer to Part 1 – Furnishing And Delivering Steel Pipes And Appurtenances 30 Inches In Diameter And Larger, Paragraph 13. Special Fittings:, Page 5;
Add the following to Paragraph 13:

The steel reducer shall have a length of seven (7) feet for every twelve (12) inches reduction in diameter.

END OF ADDENDUM NO. 2
This Addendum consists of thirteen (13) pages plus three (3) pages of attachments.

ADDENDUM NO. 2 PROJECT ID.: SEN002169

(b) Pavement excavation along with saw cutting of pavements for sewer and water main trenches shall be in accordance with **Section 71.21 - Pavement Excavation** of the Standard Sewer And Water Main Specifications.

- (c) At locations requiring the installation of a concrete base course, a reflective cracking membrane shall be installed over joints prior to restoration, the cost of which shall be deemed included in the prices bid for all pavement restoration items. Additionally, appropriate pavement keys as described below shall be used.
- (d) Pavement keys **Type B-1** shall be used to insure a desired four (4) inch curb reveal (two and one-half (2-1/2) inch absolute minimum). Pavement key **Type A** shall be used in all intersections. Both keys are to be per Bureau of Highways Operations Specifications and Standard Details of Construction.
- (e) Unless otherwise specified, the cost for Proctor analyses, in-place soil density tests, tack coating, eradication of temporary roadway markings, stripping or milling of pavement keys and adjustment of city-owned castings for all roadway work shall be deemed included in the prices bid for all pavement restoration items.
- (f) Payment for placement of temporary pavement marking shall be made under Item No. 6.49 - TEMPORARY PAVEMENT MARKINGS (4" WIDE).
- (g) Payment for removal of existing pavement markings shall be made under Item No. 6.53 REMOVE EXISTING LANE MARKINGS (4"WIDE).
- (h) Payment for placement of permanent pavement marking with thermoplastic reflectorized pavement markings (crosswalk and lane dividers) shall be made under Item No. 6.44 - THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE).
- (i) Payment for pavement restoration shall be made under the following items:

Item No.	<u>Item</u>	Payment Description
	Asphaltic Concrete Wearing Course, 2" Thick	(For 2" asphaltic concrete wearing course overlay from curb to curb or edge to edge.)
4.02 CA	Binder Mixture	(For binder mixture base course over trenches and cutbacks; binder mixture top filler course under asphaltic concrete wearing course when <u>no</u> overlay is required; binder mixture top course when overlay is required; binder mixture in Type A and B Keys; and binder mixture to fill in roadway depressions and to provide a leveling course prior to overlay where ordered.)
4.04 H	Concrete Base For Pavement, Variable Thickness For Trench Restoration, (High-Early Strength)	(For concrete base course over trenches and cutbacks.)
4.05 AX	High-Early Strength Reinforced Concrete Pavement (Bus Stop)	(For reinforced concrete pavement at bus stops.)

ADDENDUM NO. 2 PROJECT ID.: SEN002169

issuance of the Original Policy. The Original Policy must be submitted to MTA RIM within thirty (30) days of the Binder Approval.

- (e) If a Certificate of Insurance is submitted, it must: (1) be provided on the Permittor Certificate of Insurance Form or MTA Certificate of Insurance Form for Joint Agency Agreements; (2) be signed by an authorized representative of the insurance carrier or producer and notarized; (3) disclose any deductible, self-insured retention, sub-limit, aggregate limit or any exclusions to the policy that materially change the coverage; (4) indicate the Additional Insureds and Named Insureds as required herein, along with a <a href="mailto:physical-copy">physical-copy</a> of the Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04 version or equivalent), as applicable and the endorsement(s) must include policy number(s); (5) reference the Contract by number on the face of the certificate; and (6) expressly reference the inclusion of all required endorsements.
- (f) The minimum amounts of insurance required in the detail description of policies (A), (B), (C), and (D) above shall not be construed to limit the extent of the Permittee's liability under this Agreement.
- (g) If, at any time during the period of this Agreement, insurance as required is not in effect, or proof thereof is not provided to the Permittor, the Permittor shall have the options to: (i) direct the Permittee to suspend work or operation with no additional cost or extension of time due on account thereof; or (ii) treat such failure as an Event of Default.
- (4) Refer to Subsection 10.30 Contractor To Provide For Traffic, Page I-15: Add the following to Subsection 10.30:
  - (1) Traffic Stipulations:

The Contractor shall refer to the Traffic Stipulations (three (3) pages) that are attached to the end of this addendum, and as directed by the Engineer.

- (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) In York Avenue between East 61st Street and East 63rd Street (including all intersections) and East 62nd Street between York Avenue and 1st Avenue, the restoration shall be as follows:
      - (a) The permanent restoration over the **trench width and cutbacks only** shall consist of a top course of a minimum of three (3) inches of binder mixture on a base course of a minimum of nine (9) inches of high-early strength concrete, to match the existing pavement as directed by the Engineer.
      - (b) Finally an overlay of two (2) inches of asphaltic concrete wearing course shall be installed over the entire width of the roadway from **curb to curb** or **edge to edge** of existing roadway.
    - (2) The following requirements apply:
      - (a) Before the top course is installed, an additional width of asphalt beyond the edge of new base course shall be saw-cut and removed from all edges of trenches to a depth to accommodate the specified top course and the entire area restored. This additional removal shall be in accordance with paragraph (b) below.

exposure. The limits and type of insurance provided shall be satisfactory to the Permittor and will be confirmed to the parties prior to the start of the work.

- (2) General Requirements Applicable To Insurance Policies:
  - (a) All of the insurance required by this Article shall be with Companies licensed or authorized to do business in the State of New York with an A.M. Best Company rating of not less than A-/VII or better and reasonably approved by the Permittor/MTA and shall deliver evidence of such policies.
  - (b) Except for Workers Compensation, all references to forms and coverages referred to above shall be the most recent used by the Insurance Services Office, Inc. (ISO") or equivalent forms approved by the Insurance Department of the State of New York, provided, however, that excess coverages may be written on forms reasonably acceptable to Permittor containing provisions other than those contained in ISO forms but otherwise conforming in substance to the requirements of this Article.
  - (c) The Permittee or its Contractor performing the work shall furnish evidence of all policies before any work is started to the permittor:

For NYCT Contract Inspection C/O Mr. John Malvasio Director, MOW Engineering 130 Livingston Street, Room 8044F Brooklyn, NY 11201 Telephone: (718) 694-1358

These policies must: (i) be written in accordance with the requirements of the paragraphs above, as applicable; (ii) be endorsed in form acceptable to include a provision that the policy will not be canceled, materially changed, or not renewed, unless otherwise indicated herein, at least thirty (30) days prior written notice to the Permittor c/o MTA Risk and Insurance Management (MTA RIM) Department - Standards, Enforcement & Claims Unit, 2 Broadway -21st floor, New York, NY 10004; and (iii) state or be endorsed to provide that the coverage afforded under the contractor's policies shall apply on a primary and not on an excess or contributing basis with any policies which may be available to the Permittor/MTA, and also that the contractor's policies, primary and excess, must be exhausted before implicating any Permittor/MTA policy available. (iv) In addition, contractor's policies shall state or be endorsed to provide that, if a subcontractor's policy contains any provision that may adversely affect whether contractor's policies are primary and must be exhausted before implicating any Permittor/MTA policy available, contractor's and subcontractor's policies shall nevertheless be primary and must be exhausted before implicating any Permittor/MTA policy available. Except for Professional Liability, policies written on claims made basis are not acceptable. At least two (2) weeks prior to the expiration of the policies, contractor shall endeavor to provide evidence of renewal or replacement policies of insurance, with terms and limits no less favorable than the expiring policies. Except as otherwise indicated in the detailed coverage paragraphs below, self insured retentions and policy deductibles shall not exceed \$100,000, unless such increased deductible or retention is approved by Permittor/MTA. The Permittee shall be responsible for all claim expense and loss payments within the deductible or selfinsured retention. The insurance monetary limits required herein may be met through the combined use of the insured's primary and umbrella/excess policies.

(d) Certificates of Insurance may be supplied as evidence of policies of the above policies, except for Policy (D) Railroad Protective Liability Insurance Policy. However, if requested by the Permittor, the Permittee shall deliver to the Authority, within forty-five (45) days of be request, a copy of such policies, certified by the insurance carrier as being true and complete. The Railroad Protective Liability Insurance Policy must be provided in the form of the Original Policy. A detailed Insurance Binder may be provided, ACORD or Manuscript Form, pending ADDENDUM NO. 2 PROJECT ID.: SEN002169

(1) The Permittee at its sole cost and expense shall carry or cause to carried and shall maintain at all times during the period of performance under this Agreement policies of insurance as herein below set forth below:

- (A) Workers' Compensation Insurance (including Employer's Liability Insurance) with limits as specified in Schedule "A", which limit may be met by a combination of primary and excess insurance meeting the statutory limits of New York State. The policy shall be endorsed to include Longshoreman's and Harbor Workers' Compensation Act/Maritime Coverage Endorsement and/or Jones Act Endorsement when applicable.
- (B) Commercial General Liability Insurance (I.S.O. 2001 Form or equivalent) approved by Permittor in the Permittee's name with limits of liability as specified in Schedule "A" for each occurrence on a combined single limit basis for injuries to persons (including death) and damages to property. The limits may be provided in the form of a primary policy or combination of primary and umbrella/excess policy. When the minimum contract amounts can only be met when applying the umbrella/excess policy; the Umbrella/Excess Policy must follow form of the underlying policy and be extended to "drop down" to become primary in the event primary limits are reduced or aggregate limits are exhausted. Such insurance shall be primary and non-contributory to any other valid and collectable insurance and must be exhausted before implicating any Permittor/MTA policy available.

Such policy should be written on an occurrence form; and shall include:

- Contractual coverage for liability assumed by the Permittee under this agreement;
- Personal and Advertising Injury Coverage;
- Products-Completed. Operations;
- Independent Contractors Coverage:
- "XCU" coverage (Explosion, Collapse, and Underground Hazards) where necessary;
- Contractual Liability Exclusion, applicable to construction or demolition operations to be performed within 50 feet of railroad tracks, must be voided, where necessary; and.
- Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04 version or equivalent) approved the Permittor naming:

New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA), the Staten Island Rapid Transit Operating Authority (SIRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner).

- (C) <u>Business Automobile Liability Insurance Policy</u> (I.S.O. Form CA 00 01 10 01 or equivalent) approved by the Permittor is required if Permittee's vehicle enters Permittor property. The insurance must be in the name of the Permittee or its contractor entering the Permittor property with limits of liability in the amount specified in Schedule "A" for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle.
- (D) Railroad Protective Liability Insurance policy shall be required as specified in Schedule "A".
- (E) Environmental/Pollution Exposures:

In the event environmental or pollution exposures exist, the Permittee shall require the environmental contractor or sub-contractor to provide the applicable insurance covering such

ADDENDUM NO. 2 PROJECT ID.: SEN002169

(4) N.Y.C. DEPARTMENT OF PARKS AND RECREATION

The Contractor shall notify the Parks Department at least seventy-two (72) hours prior to the start of construction by contacting Mr. Daniel Grulich at (718) 760-6927.

- (5) N.Y.C. TRANSIT AUTHORITY
  - (a) The Contractor shall notify Outside Projects at least seven (7) days prior to the start of construction.

The Contractor shall contact:

Mr. Mohamed Adam, P.E.
Project Engineer-Outside Projects
New York City Transit
2 Broadway, 7th Floor
New York, N.Y. 10004
Attention Ms. Alina Avadanei
Telephone No. (646) 252-3641

(b) The Contractor is advised that bus routes as well as bus stops, within the scope of this project may be affected during construction operations. The Contractor shall notify the Transit Authority at least two (2) weeks prior to the start of construction, in order to make the necessary arrangements as required under the NYC TRANSIT GENERAL NOTES included in Section 10.25, paragraph (A), and Section 10.25 paragraph (B) of this addendum.

Arrangements shall be made through:

Ms. Sarah Wyss
Director Of Short Range, Bus Service Planning (SRB)
New York City Transit
2 Broadway, 17th Floor
New York, N.Y. 10004
Telephone No. (646) 252-5517
sarah.wyss@nyct.com

- (c) In addition, the Contractor is advised that construction operations might affect subway lines and stations; and NYCT facilities (i.e. manholes, ducts, etc.). The Contractor shall notify the Transit Authority as required and specified in **Section 10.25 paragraph (A)** and **Section 10.25 paragraph (B)** of this addendum.
- (3) Refer to Subsection 10.25 Contractor To Carry Out Agreement Between City And Railroad Company Or Property Owner(s), Page I-14:

  Add the following to Subsection 10.25:
  - (A) NYC TRANSIT GENERAL NOTES

For NYC TRANSIT notes see the contract drawings.

(B) NYC TRANSIT NSURANCE REQUIREMENTS

N.Y.C. TRANSIT INSURANCE: The Contractor (Permittee) shall indemnify and save harmless the City of New York and the New York City Transit (Permittor) in accordance with the following "Insurance Requirements" and proof that the necessary insurance is in effect will be required before work can commence:

NYCT "OUTSIDE CONTRACT" INSURANCE REQUIREMENTS

# C. AMENDMENTS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS

(1) Refer to Subsection 10.15 - Notice To Utility Companies, Etc., To Remove Structures Occupying Place Of Sewers, Water Mains Or Appurtenances, Page I-11:

Add the following to Subsection 10.15:

#### (1) CONSOLIDATED EDISON COMPANY OF NEW YORK (CON EDISON)

There are CON EDISON facilities in the area of construction. The Contractor shall notify CON EDISON at least seventy-two (72) hours prior to the start of construction by contacting Ms. Theresa Kong at (212) 460-4834.

#### (2) NATIONAL GRID

There are NATIONAL GRID facilities in the area of construction. The Contractor shall notify NATIONAL GRID at least seventy-two (72) hours prior to the start of construction by contacting Mr. Neville Jacobs Jr. at (718) 963-5612.

#### (3) VERIZON

There are VERIZON facilities in the area of construction. The Contractor shall notify VERIZON at least seventy-two (72) hours prior to the start of construction by contacting Mr. Aubrey Makhanlall at (718) 977-8165.

#### (4) TIME WARNER CABLE OF NEW YORK CITY

There are TIME WARNER CABLE facilities in the area of construction. The Contractor shall notify TIME WARNER CABLE at least seventy-two (72) hours prior to the start of construction by contacting Mr. John Piazza at (718) 888-4261.

#### (5) RCN TELECOM SERVICES OF NEW YORK

There are RCN TELECOM SERVICES facilities in the area of construction. The Contractor shall notify RCN TELECOM SERVICES at least seventy-two (72) hours prior to the start of construction by contacting Mr. Joseph Maisonet at (718) 861-7361.

# (2) Refer to Subsection 10.21 - Contractor To Notify City Departments, Page I-13: Add the following to Subsection 10.21:

# (1) N.Y.C. D.E.P., BUREAU OF WATER AND SEWERS OPERATIONS

The Contractor shall notify Mr. James Garin, P.E., Director, Engineering at the Department of Environmental Protection, 59-17 Junction Blvd., 3rd floor low rise, Corona N.Y. 11368, at least thirty (30) days prior to the start of construction.

#### (2) NEW YORK CITY FIRE DEPARTMENT

The Contractor shall notify the Bureau of Fire Communications at least thirty (30) days prior to the start of construction by contacting Mr. Nick Varone at (718) 624-4194.

#### (3) N.Y.C. DEPARTMENT OF TRANSPORTATION

The Contractor shall notify Mr. Steve Galgano, P.E. Chief of Signal/Street Lighting Operations, 34-02 Queens Blvd., Long Island City, N.Y. 11101 at (718) 786-3550, at least seventy-two (72) hours prior to the start of construction.

• Upon the complete purchase and field installation, the Contractor shall be paid 50% of the amount bid for each camera satisfactorily installed.

- Upon the complete field inspection and system integration at the Traffic Management Center (TMC), 28-11 Queens Plaza North, and verifying that the system is completely operational, the Contractor shall be paid 20% of the amount bid for each camera.
- Upon completion of the project and successful acceptance, the Contractor shall be paid the remaining 30% of the unit price bid for each camera.

Payment will be made under:

Item No.

Item Description

Pay Unit

T-93000

FURNISH AND INSTALL COMPLETE DOME CCTV CAMERA

**EACH** 

SYSTEM ON CITY-OWNED UTILITY POLE

ADDENDUM NO. 2 PROJECT ID.: SEN002169

The Contractor must complete the work under this section prior to the start of any other work under this project which may restrict the flow of traffic, unless otherwise permitted by the Engineer.

#### 1.5 INTERPRETATION OF APPARENT OMISSIONS

The apparent silence of the NYCDOT Standard Highway Specifications and these detail specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only the best material and workmanship is used. Interpretations of the specifications shall be made upon that basis.

#### 1.6 CONFLICT

Should any conflict occur in or between the contract drawings and NYCDOT Standard Highway Specifications, the Contractor shall be deemed to have estimated on the more expensive way of doing the work, unless the Contractor shall have asked for and obtained a decision in writing from NYCDOT before the submission of bid as to what shall govern.

#### 1.7 OMISSION OF DETAILS

All work called for in the specifications but not shown in the contract drawings in their present form, or vice versa, and work not specified in either the contract drawings or in the specifications but involved in carrying out their intent or in the complete and proper execution of the work, is required, and shall be performed by the Contractor as though it were specifically delineated or described.

#### 1.8 ADHERENCE TO LAWS, RULES AND REGULATIONS

All work performed under this contract shall comply with the New York City Highway Rules 34 RCNY Ch. 2 of the New York City Department Of Transportation. The Contractor shall also adhere to all other applicable laws, rules and regulations including the following:

Sidewalk flags must be fully restored where excavated for the installation of conduit or a foundation.

On non-protected streets trenches of, or less than, 12" in final restoration require a cut back of 6" of the wearing course on both sides of the trench, so that the cut is a minimum of 18" wide.

#### 1.9 METHOD OF MEASUREMENT

The quantity to be measured for payment shall be the number of Dome Camera Systems installed, to the satisfaction of the Engineer.

#### 1.10 PRICE TO COVER

The contract unit price bid per each for Item No. T-93000 - FURNISH AND INSTALL COMPLETE DOME CCTV CAMERA SYSTEM ON CITY-OWNED UTILITY POLE shall cover the cost of all labor, materials, plant, equipment, insurance, and incidentals necessary to complete the work under this section, in accordance with the plans, the specifications and the directions of the Engineer. The unit price also includes the cost of maintenance of the CCTV Camera System throughout the duration of the project.

#### 1.11 METHOD OF PAYMENT

Progress payments for the Dome Network Camera system will be made as follows:

ADDENDUM NO. 2 PROJECT ID.: SEN002169

# **B. AMENDMENTS TO THE STANDARD HIGHWAY SPECIFICATIONS**

(1) <u>Refer</u> to Standard Highway Specifications Volume II (November 1, 2010), Page 549: Add the following new **Section T-93000**:

# SECTION T-93000 - Furnish And Install Complete Dome CCTV Camera System On City-Owned Utility Pole

#### 1. Description

#### 1.1 GENERAL

Under this Section the Contactor shall be required to furnish and install complete Dome Network IP Camera(s) systems on City-owned utility poles as directed by the Engineer.

The Contractor shall provide a complete, turn-key installation, testing and maintenance for the duration of the contract, including all required electronic devices for the system, all associated mounting hardware, and all associated cabling and integrate those devices into the City's Traffic Management Center. The Contractor shall also furnish and install the associated conduit, cabling, transformers, power supplies, over-current protection devices, uninterruptible power supplies, cabinets, enclosures, mounting racks and other supporting infrastructure elements for all system equipment provided by the Contractor in accordance with the criteria described herein and in other parts of the contract. The Contractor shall provide design, furnish, install, integrate, start up, test, and maintain all materials, equipment, hardware, software, firmware and all associated training.

#### 1.2 WORK INCLUDED

The work includes all materials and methods required to Furnish and Install Complete Dome CCTV Camera(s) Systems on City-Owned Utility Poles as per **Section 65001. - Furnished Dome Camera Specifications** and **Section 7.87 - Installation**.

The Contractor shall verify all dimensions and details shown on any contract drawings provided by NYCDOT, Quantities, or any other data received from NYCDOT and shall notify the Engineer in writing of all omissions, conflicts, and discrepancies found therein. Notice of such errors shall be given before the Contractor proceeds with the work.

In order to complete the work within the prescribed schedule and to minimize the inconvenience to the motorist, pedestrians, and the public, the Contractor shall adhere to the procedures and as specified in the contract documents.

The Contractor shall be required to maintain and protect traffic and furnish all safeguards for the protection of persons and property during the installation of the dome camera system.

#### 1.3 POST-BID SUBMITTALS

The successful low bidder shall be required to submit the following within thirty (30) days of award:

Evidence of meeting the qualifications described in these specifications.

A list of manufacturers, equipment model numbers, catalog cut sheets, and other descriptive materials for all equipment and components proposed by the Contractor. This information shall, in sufficient detail, demonstrate that the Contractor or Subcontractor who will be performing this work fully understands the equipment requirements and nature of the work to be performed under this contract. All submissions made by the Contractor will be subject to review and approval by the Engineer.

#### 1.4 TIME OF COMPLETION

(9) 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 <a href="http://www.eia.gov/petroleum/gasdiesel/">http://www.eia.gov/petroleum/gasdiesel/</a>. The USEIA published cost per gallon for the applicable fuel on the East Coast for the week in which the first day of each calendar quarter during the contract term occurs (i.e., January 1st, April 1st, July 1st and September 1st) will be used in the reimbursement formula for all Extra Work invoiced that was performed during that calendar quarter. Should the USEIA stop publishing this fuel price index, the fuel cost per gallon will be determined by reference to a substitute index to be agreed upon by the Contractor and the City.

(10)The Contractor is responsible for any damage to the existing street and traffic signal equipment, including underground conduits and the safety of both pedestrian and vehicular traffic for the duration of the contract.

Should any conduits, cables or foundations need repair due to the Contractor's negligent operations during construction, all work shall be performed according to NYCDOT Bureau of Traffic's Standard Drawings and Specifications at the sole expense of the Contractor.

It is the Contractor's responsibility to secure an approved electrical contractor to perform all traffic signal work (if any). For list of approved electrical contractors, contact Mr. Michael R. LeFosse of New York City Department of Transportation at (718) 786-2236.

- (11)The Contractor is advised that where the existing roadway pavement is designated to be replaced from curb to curb, then no full depth saw cutting of pavement for sewer and water main trenches will be required, except at the limits of full width pavement restoration. No separate or additional payment will be made for any saw cutting.
- (12)The Contractor shall exercise extreme caution and take all necessary precautions in placing sheeting and excavating to prevent any damage to the existing NYC TRANSIT'S subway structures and its appurtenances during construction work throughout the project area. The Contractor shall take full responsibility to protect the said NYC TRANSIT'S subway structures and its appurtenances and any damage caused by the Contractor's operations shall be made good by the Contractor to the satisfaction of the Engineer at no additional cost to the City.
- (13)The Contractor shall submit shop drawings to NYC Transit Authority showing all the details and methods of construction, such as, sheeting and bracing, including the Contractor's procedure and sequence of construction, supporting and/or protection of the existing TA's structures and its appurtenances, with necessary design calculations for approval prior to starting of the construction. The design shall be made by a New York State Licensed Professional Engineer skilled in this type of construction and as further evidenced by the imprint of Professional Engineer's seal and signature on all drawings. The cost of this work shall be deemed included in the price bid for all items of work under this contract.
- (14)The Contractor is notified that the existing chamber that is to be modified shall be thoroughly cleaned to the satisfaction of the Engineer. The cost of this work shall be deemed included in the price bid for Item No. 51.71C00000 MODIFICATION OF EXISTING CHAMBER.

ADDENDUM NO. 2 PROJECT ID.: SEN002169

#### A. NOTICE TO BIDDERS

(1) (A) The Contractor is advised that copies of the Standard Sewer And Water Main Specifications (dated July 1, 2014), Sewer Design Standards (dated (September 2007) Revised January 2009), Specifications For Trunk Main Work (dated July 2014) and Water Main Standard Drawings (latest revisions) are available to all prospective bidders at no cost upon presentation of receipt of purchase of Bid Package at the following location:

> Department of Design and Construction Division of Infrastructure Design Services, Specifications, 3rd Floor 30-30 Thomson Avenue Long Island City, NY 11101

(B) The Contractor is advised that copies of the Standard Highway Specifications (Volume I and II) (dated November 1, 2010), Standard Highway Details of Construction (latest revisions), Division of Street Lighting Specifications (latest revisions), Division of Street Lighting Standard Drawings (latest revisions), Standard Specifications for Traffic Signals (latest revisions), and Standard Drawings for Traffic Signals (latest revisions) are available to all prospective bidders for a fee at the following location:

Department of Transportation 55 Water Street, Ground Floor New York City, NY 10041

- (2) The Contractor is notified that a Notice To Proceed (NTP) date will be issued for work to commence within twenty-one (21) to thirty (30) days of Contract Registration.
- (3) The Contractor shall furnish, install, maintain and subsequently remove temporary Protective Tree Barriers. Protective Tree Barriers shall be Type B, unless otherwise directed by the Engineer, and shall be constructed and installed as shown on the Protective Tree Barrier sketch in Department Of Transportation, Standard Highway Details Of Construction, Drawing No. H-1046A, as directed by the Engineer, and in accordance with Department of Parks and Recreation requirements.
- (4) All utility locations and invert elevations are not guaranteed, nor is there any guarantee that all existing utilities, whether functional or abandoned within the project area are shown.
- (5) All existing house connections shall be maintained and supported during construction. The Contractor shall replace any existing house connection damaged as a result of the Contractor's construction operations as ordered by the Engineer at no cost to the City.
- (6) The Contractor is advised that any City owned light poles, traffic signals, street name signs, traffic signs and encumbrances including, but not limited to, underground conduit displaced as the result of the installation of the new sewers, water mains, catch basins, catch basin connections and appurtenances shall be replaced in kind and as directed by the Engineer. The cost of such work shall be deemed included in the prices bid for all items of work under this contract.
- (7) The Contractor is notified that 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.
- (8) 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.

# ATTACH TO CONTRACT DOCUMENTS

# THE CITY OF NEW YORK DEPARTMENT OF DESIGN AND CONSTRUCTION INFRASTRUCTURE DIVISION BUREAU OF DESIGN

PROJECT ID: SEN002169

FOR THE CONSTRUCTION OF COMBINED SEWERS AND APPURTENANCES IN: YORK AVENUE BETWEEN EAST 61ST STREET AND EAST 63RD STREET; AND EAST 62ND STREET BETWEEN YORK AVENUE AND 1ST AVENUE

INCLUDING SEWER, WATER MAIN, STREET LIGHTING AND TRAFFIC WORK

**Together With All Work Incidental Thereto** 

**BOROUGH OF MANHATTAN** 

ADDENDUM NO. 2

DATED: December 9, 2014

This Addendum is issued for the purpose of amending the requirements of the contract documents and is hereby made part of said contract documents to the same extent as if it was originally included therein.

The Standard Sewer And Water Main Specifications of the Department of Environmental Protection (dated July 1, 2014), Sewer Design Standards of the Department of Environmental Protection (dated (September 2007) Revised January 2009), Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), Specifications For Trunk Main Work of the Department of Environmental Protection (dated July 2014) and the Standard Highway Specifications (Volumes I and II) of the Department of Transportation (dated November 1, 2010) of The City of New York, shall be included as part of the contract documents. These said specifications and standard drawings are hereby revised under the following section headings:

- A. NOTICE TO BIDDERS
- B. AMENDMENTS TO THE STANDARD HIGHWAY SPECIFICATIONS
- C. AMENDMENTS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS
- D. AMENDMENTS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

# [Added 02-24-2014]

16. Refer to PageS 480 and 481, Subsection 7.13.2.(B) MAINTENANCE OF STREETS, 4th paragraph, beginning with the words "The Contractor shall maintain the traveled way . . .;

Delete the 4th paragraph, in its entirety;
Substitute the following text:

"The Contractor shall maintain the traveled way in such a condition and conduct operations in such a manner that snow and ice may be readily removed by others as and when necessary, and in such a manner that proper drainage is provided for the melting of snow in the banks resulting from normal plowing. However, the Contractor will not be responsible for snow or ice removal on the pavement or traveled way opened for public usage, except within the limits of the work zone(s) which may include, but is not be limited to, stairways, promenades, esplanade areas, and sidewalk, including those fronting his office and the Engineer's field office all of which will be the responsibility of the Contractor."

Payment for flagperson "A" in Example #2, shall be deemed to be included under other items of work, as appropriate.

Where there is no scheduled item for Crossing Guard, the cost of furnishing Crossing Guards as required shall be deemed included in the unit price bid for the Maintenance and Protection of Traffic item.

Payment will be made under:

Item No.

Item

Pay Unit

6.52 CG

**CROSSING GUARD** 

PERSON-HOUR (P/HR)

# SECTION 6.52 CG Crossing Guard

- **6.52CG.1. INTENT.** This section describes the employment of full-time uniformed crossing guards to direct and detour traffic.
- **6.52CG.2. DESCRIPTION.** The Contractor shall furnish an adequate number of competent crossing guards to control vehicular and pedestrian traffic when it is necessary to maintain alternating one-way traffic in one lane of a two-way roadway, and at all other locations where construction operations, construction vehicles and equipment, and temporary traffic patterns related to the construction operations require positive temporary traffic control for safe, efficient traffic operations.
- **6.52CG.3. METHODS.** All crossing guards, whether paid for under this item or not, shall be proficient in speaking, writing and reading English and adequately trained, as approved by the Engineer, in controlling vehicular and pedestrian traffic at construction sites.

All crossing guards, whether paid for under this item or not, their apparel, hand-signaling devices, and active two-way radios shall be appropriate for use at roadway construction sites as approved by the Engineer.

Prior to the start of crossing guard operations, the Contractor shall provide to the Engineer a list of crossing guards to be used in the contract, identifying the source of crossing guard training for each individual. When requested by the Engineer, crossing guards shall demonstrate their competency in crossing guard procedures. Crossing guards not competent in controlling vehicular and pedestrian traffic procedures to the satisfaction of the Engineer shall be retrained or replaced at once. Each crossing guard paid under this item must be a full-time crossing guard. If any worker performing services under this item is also assigned the task of directing construction equipment (as per attached Example #2, worker acting as a flagperson 'A') or any laborer tasks, then such worker shall be deemed to be subject to the provisions of Labor Law §220 Prevailing Wage Schedule and will not be paid for under this Item.

- **6.52CG.4. MEASUREMENT**. The quantity to be measured for payment shall be the number of person-hours of uniformed crossing guard service actually performed, as authorized by the Engineer. Laborers who are not full-time crossing guard will not be measured for payment as crossing guards under this or any other item. Each uniformed crossing guard shall be required to work a minimum of eight (8) hours a day and the Contractor will be given a minimum of twelve (12) hours advanced notice by the Engineer as to when to furnish a crossing guard.
- **6.52CG.5. PRICE TO COVER.** The contract price per person-hour shall cover the cost of all labor, materials, equipment, and insurance necessary to employ a uniformed full-time crossing guard, and equip him/her with safety vests, hard hats, and signaling devices, including all other incidental costs necessary to control and detour traffic, as shown on the Contract Drawings, the Examples #1 and #2 on pages 395 and 396 (excluding worker acting as a flagperson "A" in Example #2), or as directed by the Engineer.

The asphalt pavement coating shall only be applied in the correct environmental conditions as instructed by the coating supplier, and as approved by the Engineer.

Refer to the instructions provided by the coating supplier regarding when the painted lane may be opened to traffic. Wait time is typically a function of the dry rate of the coating, and climate conditions.

The Engineer may, at his discretion, require the Contractor to remove all extraneous marks on the pavement made by the agents or employees of the Contractor, or made by others due to improper control or protection of the work area by the Contractor, his agents or employees. Any installation which, in the opinion of the Engineer, is not acceptable, whether by reason of poor workmanship, poor appearance, poor performance, poor materials, improper width or improper alignment, shall be reworked by the Contractor at no cost to the City. The Contractor shall replace rejected installation as directed by the Engineer, within fifteen (15) days after receiving written notification of the rejection of such completed work.

**6.44PO.6. MEASUREMENT.** The quantities to be measured for payment shall be the number of square yards of Lane Pavement Overlay, of each color, placed as specified to the satisfaction of the Engineer.

**PRICES TO COVER.** The unit prices bid per square yard of Green Bicycle Lane Pavement Overlay and Red Bus Lane Pavement Overlay shall cover the cost of all labor, materials, plant, equipment, insurance, and necessary incidentals required including, but not limited to, testing, cleaning, preparation of surfaces, and application of the lane pavement overlay materials, all in accordance with the contract plans and specifications, and as directed by the Engineer.

### Payment will be made under:

Item No.	ltem	Pay Unit
6.44 POG	GREEN BICYCLE LANE PAVEMENT OVERLAY	S.Y.
6.44 POR	RED BUS LANE PAVEMENT OVERLAY	S.Y.

Flexibility: Mandrel Bend	ASTM D-522-93A Flexibility as measured by Mandre 0.5mm thick sample passes 10 mm at 21°C 0.5mm thick sample passes 125mm at -18°C	l bend
Chemical resistance	ASTM D-2486 Modified MEK scrubs 16 dry mils, number of scrubs until 50% substrate exposed	>5000
Adhesion to Asphalt	ASTM D-4541	Substrate Failure
Friction Wet	ASTM E-303 British Pendulum Tester	>55
Environmental Sensitivity	EPA 24 ASTM D-3960-05 Volatile Organic Compounds	VOC < 150

These properties shall be evidenced by Certificates of Analysis produced by an independent qualified testing facility.

Green Bicycle and Red Bus Lane Pavement Overlays furnished by the following manufacturers, or approved equivalent, are acceptable for use in this contract:

Ennis Paint, Inc. 1509 S. Kaufman Street Ennis, TX 75119

Integrated Pavement Concepts, Inc. 102-17957 55th Avenue Surrey, BC Canada V3S 6C4

Crafco, Inc. 420 N. Roosevelt Avenue Chandler, AZ 85226

6.44PO.5. METHODS. The asphalt pavement coating system shall be applied to the pavement in accordance with the manufacturer's specification. In its hardened state the color shall be as specified, and as approved by the Engineer. The material shall present a marking whose color and chemical resistance will not degrade under normal exposure to calcium chloride, sodium chloride or automotive oils and fuels. Color pigments used shall remain stable under exposure to ultra violet light. A minimum of four (4) layers of coating material shall be applied to the pavement surface.

The Contractor shall be required to use the proper equipment in the application of the asphalt pavement coating, as per the recommendation of the coating supplier, and as approved by the Engineer.

Asphalt pavement must be stable, well compacted and generally in excellent condition for the application of the asphalt pavement coating to be successful. The Engineer shall make the final determination as to the suitability of the existing asphalt pavement.

The asphalt pavement surface shall be dry and free from all foreign matter, including but not limited to dirt, dust, de-icing materials, and chemical residue.

# SECTION 6.44 PO Lane Pavement Overlay

**6.44PO.1. DESCRIPTION.** This section describes the furnishing and application of an approved Green Asphalt Pavement Color Scheme along designated bicycle lanes and Brick-Red Asphalt Pavement Color Scheme matching Quest's StreetBondCL Terracotta color along designated Select Bus Service (SBS) lanes, as indicated in the Contract Drawings or as directed by the Engineer.

# 6.44PO.2. <u>REFERENCES</u>.

- A. ASTM D-4541 Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Tester.
- B. ASTM D-4060 Test Method for Abrasion Resistance of Organic Coatings by the Taber Abrasion.
- C. ASTM D-522-93A Standard Test Method for Mandrel Bend Test of Attached Organic Coatings.
- D. ASTM G-155 QUV Accelerated Weathering Environment. Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials.
- E. ASTM D-2486 MEK rub test for chemical resistance.
- F. ASTM D-570 Standard Test Method for water absorption of plastics.
- G. ASTM E-303 British Pendulum test for friction.
- H. EPA 24 ASTM D3960-05 Volatile Organic Compounds.

# 6.44PO.3. SUBMITTALS.

- A. A copy of the current year accreditation certificate available from the Contractor or subcontractor who will be performing this work, or written verification from the coating supplier that the Contractor or subcontractor is qualified to perform this Work.
- B. Written and published specification for the application of the selected asphalt pavement coating.
- C. Confirmation of coating color.
- D. Proof of coating performance through a Certificate of Analysis or equivalent document as provided by the Contractor or the coating supplier.

# 6.44PO.4. MATERIALS.

The following table outlines minimum performance properties of a typical asphalt pavement coating.

Characteristic	Test Specification	Measured result
Durability: Taber Abrasion resistance	ASTM D-4060 7 day cure, H-10 wheel (wet test)	< 5.0 g/1000
Water sensitivity	ASTM D-570 Water absorption after 9 days: Remaining absorption after 1 hour of recovery:	< 10% < 1.0%
Color stability	ASTM G-155 QUV 2,000 hours (CIE units)	New York City Bike Lane Green ΔE < 1.5
Color stability	ASTM G-155 QUV 2,000 hours (CIE units)	Brick color ΔE < 1.5

#### [Added 05-24-2013]

- 13. Refer to Page 366, Subsection 6.40.2.(C)(c)(1)(m) Software

  Requirements, as modified by Article 1 on page A1-2;

  Delete the text under Subsection (m), in its entirety;

  Substitute the following revised text:
  - "(m) Software Requirements: Microsoft Windows 7 Professional SP1, 32 bit; Microsoft Office Professional 2010; Microsoft Project 2010; Adobe Acrobat reader; Anti-Virus software package with 2 year updates subscription; and, either Auto Cad LT or Microsoft Visio Standard Edition, as directed by the

Engineer."

#### [Added 09-04-2013]

14. Refer to Page 384, the end of Section 6.44 - White and Yellow

Thermoplastic Reflectorized Pavement Markings;

Insert new SECTION 6.44 PO, after Section 6.44, as contained on the following pages A1-2k through A1-2m.

#### [Added 02-10-2014]

15. Refer to Pages 393 and 394, SECTION 6.52 - Uniformed Full-Time Flagperson;

Delete Section 6.52 on pages 393 and 394, but do not delete
 examples on pages 395 and 396;

Substitute SECTION 6.52 CG, as contained on the following pages A1-2n and A1-2o.

### (B) RODENT BAIT STATIONS

The Contract price bid for RODENT BAIT STATIONS shall be a unit price per each tamper proof bait station box and/ or live trap installed or reinstalled after inspection and shall cover the cost of furnishing all labor, materials, plant, equipment (bait stations, etc.), insurance, and other incidentals, including but not limited to providing all required maintenance of traffic equipment, required to control the rodent population found within the project limits in accordance with the specifications and the directions of the Engineer.

In addition to the payment for Rodent Bait Stations installed or reinstalled under this Item 7.88 AB, the Contractor will also be paid for each baiting or rebaiting, when required, of each bait station, under Item No. 7.88 AC.

### (C) BAITING OF RODENT BAIT STATIONS

The Contract price bid for BAITING OF RODENT BAIT STATIONS shall be a unit price per each bait station, utility manhole, catch basin or other location approved by the Engineer satisfactorily baited or rebaited, when required, and shall cover the cost of furnishing all labor, materials, plant, equipment (bait), insurance, and other incidentals, in accordance with the specifications and directions of the Engineer. Installation or resetting of the bait station will be paid for under Item 7.88 AB.

# (D) WATERBUG BAIT APPLICATION

The Contract price bid for WATERBUG BAIT APPLICATION shall be a unit price per block treated by the exterminator and shall include the cost of furnishing all the labor, materials, plant, equipment (bait, etc.), insurance, and other incidentals, including but not limited to providing all required maintenance of traffic equipment, necessary to control the waterbug population found within the project limits for the duration of the contract in accordance with the specifications and the directions of the Engineer.

#### Payment will be made under:

Item No. Item Pa	
7.88 AC BAITING OF RODENT BAIT STATIONS	L.S. EACH EACH SLOCK

#### 7.88.8. MEASUREMENT.

## (A) RODENT INFESTATION SURVEY AND MONITORING

The quantity to be measured for payment under Item No. 7.88 AA, RODENT INFESTATION SURVEY AND MONITORING, shall be a Lump Sum measurement.

#### (B) RODENT BAIT STATIONS

The quantity to be measured for payment under Item No. 7.88 AB, RODENT BAIT STATIONS, shall be the number of tamper-proof rodent bait station boxes and/or live traps satisfactorily installed or reinstalled after inspection within the construction corridor, as approved by the Engineer. However, the initial baiting, and subsequent rebaiting as may be required, of any bait station will be paid for under Item 7.88 AC.

#### (C) BAITING OF RODENT BAIT STATIONS

The quantity to be measured for payment under Item No. 7.88 AC, BAITING OF RODENT BAIT STATIONS, shall be the number of tamper-proof rodent bait station boxes, utility manholes, catch basins, or other locations approved by the Engineer, satisfactorily baited or rebaited to replenish consumed or decomposed bait within the construction corridor, as approved by the Engineer.

#### (D) WATERBUG BAIT APPLICATION

The quantity to be measured for payment under Item No. 7.88 AD, WATERBUG BAIT APPLICATIONS, shall be the number of blocks satisfactorily treated with insecticide bait within the construction corridor, as approved by the Engineer. A block shall be defined as the area of street, measured between property lines, from intersection to intersection. Each rebaiting of any block shall be considered as a new block for measurement purposes.

#### 7.88.9. PRICES TO COVER.

#### (A) RODENT INFESTATION SURVEY AND MONITORING

Payment will be made at the lump sum price bid for RODENT INFESTATION SURVEY AND MONITORING which shall include the cost of furnishing all the labor, materials, plant, equipment (traps, etc.), insurance, and other incidentals required, including but not limited to providing all required maintenance of traffic equipment, to perform a rodent infestation survey of the project area and then monitor the site each week for rodent activity, all in accordance with the specifications and the directions of the Engineer.

Ten (10%) percent of the lump sum price bid will be paid when the initial survey of the project area has been completed and the written survey report has been submitted to the satisfaction of the Engineer. The remainder will be paid in proportion to the percentage of contract completion.

Prior to application of any chemicals, the Contractor shall furnish copies or sample labels for each pesticide, antidote information, and Material Data Safety Sheets (MSDS) for each chemical used.

#### 7.88.6. RECORDS AND REPORTS.

#### (A) GENERAL

The Contractor shall be responsible for assigning within the construction corridor an identifying number to each manhole, catch basin, and other location where bait and/or live trap placement and/or waterbug control work is proposed by the survey and monitoring exterminator. The Contractor shall then provide that list of locations and corresponding reference numbers along with a drawing showing the locations, as a reference for the exterminator(s) performing the work, to indicate locations of bait placement and waterbug control work and rodent and waterbug activity (droppings, bait consumed, dead rodents, etc.).

#### (B) SURVEY AND MONITORING WORK

- (1) Prior to Construction Contractor shall submit to the Engineer, for approval, a written survey report including proposed IPM procedures, including specific materials, quantities, locations, methods, and time schedule for the implementation of the exterminating work. The written report shall also include a survey with a drawing (provided by the Contractor) marked with locations indicating all signs of rodent (Norway rat, House mouse) infestation and waterbug activity discovered during the execution of the survey indicating that rodent and waterbug pest control work is necessary.
- (2) <u>During Construction</u> Based on monitoring results, Contractor shall submit to the Engineer a weekly written monitoring report identifying all locations and conditions of installed bait and/or other rodent control work. The monitoring report shall also include any other recommended IPM techniques, such as baiting, trapping, proofing, etc., proposed for rodent and waterbug pest control.

The survey and monitoring exterminator shall keep a record of all rodent and waterbug infestation surveys s/he has conducted. The Contractor shall be required to submit a copy of all survey and monitoring reports to the Engineer each week, prior to payment.

#### (C) RODENT AND WATERBUG CONTROL WORK

The baiting exterminator shall maintain records of all locations baited along with the type and quantity of rodenticide and insecticide bait used. These records will be kept by the City Inspector. A weekly report shall be prepared, signed and certified by the approved licensed exterminator, and such reports shall be submitted to the Engineer each week, prior to payment.

**7.88.7. NONCONFORMANCE.** If the Contractor fails to perform as directed to control the rodent and/or waterbug population at any location within the project limits for a period of more than one week, the Engineer will correct the adverse conditions by any means he deems appropriate, including but not limited to, the use of "outside services" and shall deduct the cost of the corrective work from any monies due to the Contractor. The deducted cost of this work shall be in addition to the non-payment for rodent and waterbug pest control.

Rodent control shall be achieved in two stages as follows:

Stage I. At least one month prior to initiation of the construction work, and periodically thereafter, live traps and/or rodenticide bait, as directed above, shall be placed at locations [e.g., burrows, utility manholes (sewer, electrical, phone, etc.), and catch basins] that are inaccessible to pets, human beings, children and other non-target species, particularly wildlife (e.g., birds) in the construction corridor. Locations of initial bait placement and quantities of bait shall be determined by the survey and monitoring exterminator's written report of his survey and monitoring results, or as otherwise directed by the Engineer.

Stage II. <u>During Construction</u> - Infested sites as determined by the survey and monitoring exterminator's monitoring report shall be baited and/or rebaited, and live traps shall be collected and replaced, the rates and quantities of which shall be determined by the written monitoring reports submitted weekly or as otherwise directed by the Engineer in consultation with the City's Office of Pest Control.

The baiting exterminator shall be responsible for collecting and disposing of all trapped and poisoned rodents found in live traps and tamper proof bait stations. The baiting exterminator shall also be responsible for posting and maintaining signs announcing the baiting of each particular location.

The Contractor, under his maintenance of site operations, shall be responsible for the immediate collection and disposal of any visible rodent remains found on streets or sidewalk within the project limits. Any visible remains shall be placed into double plastic bags. No more than five (5) carcasses shall be placed into each bag. Each bag shall be a minimum of 3 mils thick, black plastic. No additional payment will be made for this work.

It is anticipated that public complaints will be addressed to the Engineer's Field Office. The Contractor, where directed by the Engineer, shall take appropriate Integrated Pest Management (IPM) actions, such as baiting, trapping, proofing, etc., to remedy the source of a complaint within the next six (6) hours of normal working time, which is defined herein, for the purposes of this section, as 7 A.M. to 6 P.M. on Mondays through Saturdays.

# (D) WATERBUG (AMERICAN COCKROACH) CONTROL

Infested sites (e.g., sewers) shall be baited at least 2 times per month with insecticides, or as directed by the Engineer in consultation with the exterminator monitoring the work and the City's Office of Pest Control.

**7.88.5. EDUCATION & TRAINING.** The Contractor shall post notices in all Construction Bulletin Boards advising workers, employees, and residents to call the Engineer's Field Office to report rodent and waterbug infestations. The Contractor shall provide and distribute literature pertaining to IPM techniques of rodent control to affected businesses and superintendents of nearby residential buildings to ensure their participation in maintaining their establishments free of unsanitary conditions, harborage removal and rodent proofing.

#### (A) GENERAL

The Contractor's construction activity is expected to disturb any established rodent and/or waterbug population that may exist within the project limits, possibly causing their dispersion. The Contractor shall take all appropriate action to eliminate and/or control these populations within the construction corridor: the construction corridor shall be defined as being the full width of streets under the contract and intersecting streets up to the limits of construction, from property line to property line, excluding buildings and under sidewalk building vaults.

Under the Maintenance of Site requirements for the contract, any unsanitary conditions, such as uncollected garbage or debris, resulting from the Contractor's activities which will provide food and shelter to the resident rodent population shall be corrected by the Contractor immediately after notification of such condition by the Engineer. Non-compliance shall be subject to the application of the "Nonconformance" provisions of the Item for Maintenance of Site, and no payment will be made for any additional application of rodenticide or insecticide needed to control resultant infestations.

#### (B) SURVEY AND MONITORING WORK

- (1) Prior to Construction The Contractor's designated survey and monitoring exterminator shall execute a survey of the project area and estimate the level of rodent (Norway rat, House mouse) infestation and the waterbug population within the construction corridor. An appropriate sample of utility manholes (sewer, electrical, telephone, etc.) and catch basins should be opened and surveyed to the satisfaction of the Engineer. Contractor shall maintain all survey records in the manner described in 7.88.6., Records and Reports.
- (2) <u>During Construction</u> The Contractor shall monitor the rodent activity through trapping (snap, glue traps or live traps), fecal count methods, and inspection of the conditions of all installed baits every week during construction activity or as otherwise directed by the Engineer. Contractor shall maintain all monitoring records in the manner described in 7.88.6., Records and Reports.

## (C) RODENT CONTROL WORK

- (1) Wetlands, Woodlands and Areas Within Seventy-five (75') feet of a Stream. In wetlands, woodlands and areas adjacent to a stream, special precautions must be taken to protect water quality and to ensure the safety of other wildlife. To prevent poisoned bait from entering streams, no poisoned bait shall be used in areas within seventy-five (75') feet of either streambank. Live traps must be used in these seventy-five (75') feet buffer zone areas and within wetland and woodland areas.
- (2) Outside Wetland Areas, Woodland Areas and Beyond Seventy-five (75') feet of a Stream. In areas outside the seventy-five foot zone of protection adjacent to streams, and areas outside wetlands and woodlands, tamper proof bait stations with poisoned bait shall be established during the period of construction and any consumed or decomposed bait shall be replenished as directed.

# SECTION 7.88 (Revised) Rodent and Waterbug Pest Control

- **7.88.1. DESCRIPTION.** The Contractor shall provide all labor, materials, plant and equipment, and incidentals required to survey and monitor rodent activity and control any infestation or outbreak of rodents and waterbugs (American cockroaches) within the project limit.
- **7.88.2. MATERIALS.** All materials shall be approved by the New York State Department of Environmental Conservation and comply with the New York City Health Code for the intended usage.

Rodenticide weatherproof bait blocks shall be multiple dose anticoagulants such as Chlorophacinone or Dephacinone, or single feed rodenticides such as ContraMeal, ContracBait block, Quintox pellets or TalonG pellets, or an approved equivalent.

Tamper proof bait station boxes shall be designed to exclude other mammals and shall be used with poisoned bait to attract rats. Information on "tamper proof bait station boxes" is available from the NYC Bureau of Regulatory & Environmental Health Services, Pest Control Office (718-956-7103/4).

Live traps shall be of proper dimensions for trapping rats and shall <u>not</u> be used with poisoned bait.

Insecticide bait shall be a residual type such as phenol methyl carbamate (2%) bait or an approved equivalent.

#### (A) SUBMITTALS

Prior to commencement of construction activities the Contractor shall submit to the Engineer manufacturer's installation instructions for all materials required for rodent and waterbug pest control work and product data which shall include illustrations, catalog data, product characteristics, typical use, performance, and limitation criteria of all rodent and waterbug pest control materials required.

- **7.88.3. PERSONNEL.** The Contractor shall employ two independent licensed exterminators: one to engage in survey and monitoring work to establish the level of infestation of rodents and insects and provide recommendations for specific Integrated Pest Management (IPM) actions, and one to execute the rodent and waterbug pest control work to deal with such infestations. All pest control personnel employed by each exterminator company must be supervised by an exterminator licensed in categories 7A & 8. The Contractor shall submit the names and license credentials of the two exterminator companies to the Engineer for approval prior to the commencement of any work under this section.
- **7.88.4. METHODS.** Application and dosage of all materials shall be done in strict compliance with the manufacturer's recommendations. All surveying, monitoring, baiting, and/or live trapping work shall be performed in the presence of the Engineer, without which no payment will be made under this Section.

#### [Added 08-09-2012]

- 9. Refer to Page 366, Subsection 6.40.2.(C)(c)(2)(b), as amended by Article 2 on page A1-2 of this Addendum;

  Delete the text under Subsection (b), in its entirety;

  Substitute the following words: "(b) (No Text)."
- 10. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;

Delete the requirements for a Photocopy Machine shown in the 15th
 row of TABLE 6.40-I, as modified by Article 4 on page A1-2a of
 this Addendum, in its entirety;

<u>Substitute</u> the following revised requirements:

Photocopying Machine – Stand-alone, heavy duty, electric, dry- process color photocopying type with color scan and send	1	1	1	1	1	1
capability via e-mail, a minimum production rate of 70 pages per			*			
minute and an adequate supply of copy paper, toner, etc. The						
machine shall be capable of duplex copying paper sizes of 8-1/2			1			ĺ
x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have						
separate trays for each paper size. It shall have a document						į
feeder, collator, stapler, and the capability to reduce/enlarge						
copies between each paper size. The supply of each size copy		į				
paper, toner, etc. shall be replenished and the machines shall be						
maintained for the duration of the contract by the Contractor as	l					
required by the Engineer. Make and model can be Minolta,	.					
Canon, IBM, Epson, or an approved equivalent, and shall be						
networked to the office computers.						

#### [Added 11-26-2012]

11. Refer to Pages 504 through 508, SECTION 7.88 - Rodent and Waterbug Pest Control;

Delete Section 7.88, in its entirety;

Substitute SECTION 7.88 (Revised), as contained on the following pages A1-2d through A1-2i.

#### [Added 02-08-2013]

12. (NO TEXT)

6. Refer to Page 496, Subsection 7.20.4. METHODS, last paragraph beginning with the words "When directed by the Engineer, due to the original conditions . . .";

Add the following sentence to the end of the last paragraph under Subsection 7.20.4:

"However, if the owner at his own expense supplies the replacement frame and doors or hatch covers the Contractor shall install the replacement frame and doors or hatch covers under this Item 7.20, as a basement access reset, in lieu of the steel safety closure plate."

#### [Added 07-16-2012]

7. Refer to Page 365, Subsection 6.40.2.(C)(c)(1) "Personal Computer(s) - Workstation Configuration";

Delete the text under Subsections (g) and (k), in their entirety;
Substitute the following revised text:

"(g) I/O Ports:

Must have at least one (1) Serial Port, one (1) Parallel Port, and

three (3) USB Ports.

(k) Network Interface:

Integrated 10/100/1000 Ethernet

card."

- 8. Refer to Page 366, Subsection 6.40.2.(C)(c)(2) "All field offices requiring computers shall be provided with the following:";

  Delete the text under Subsection (a), in its entirety;
  Substitute the following revised text:
  - "(a) One (1) broad-band internet service account. Wideband Internet connectivity at a minimum throughput of 15 Mbps download and 5 Mbps upload is required at each field office location with 1-5 staffers. For larger field offices see table below for minimum required upload speeds. Telephone service should be bundled together with Internet connectivity. Because of throughput requirements Verizon FIOS is the preferred connectivity provider where available.

Office Personnel #	Upload Speeds (Minimum)
1 - 5	5 Mbps
6 - 10	10 Mbps
11 - 15	15 Mbps
16 - 20	20 Mbps

This account will be active for the life of the project. The e-mail name for the account shall be the DDC Field Office/project Id (e.g. FLD K HWK666 McGuinness@earthlink.com)."

3. Refer to Page 367, Subsection 6.40.3. SPECIFIC REQUIREMENTS FOR ENGINEERS FIELD OFFICE (TYPE A, B, C, CU, D OR DU), first paragraph;

Delete the text in the first paragraph of Subsection 6.40.3., in its entirety;

Substitute the following revised text:

**6.40.3. SPECIFIC REQUIREMENTS FOR ENGINEER'S FIELD OFFICE (TYPE A, B, C, CU, D, OR DU).** In addition to the general requirements, each type of Field Office shall have the minimum floor area indicated in Table 6.40-I calculated based on usable area only, excluding any loss factors. Loss factors are defined as those areas such as lobby, sidewalk window ledge, elevator shafts and stairways. The Contractor shall provide and maintain furnishings for each type of Field Office in the quantity specified in Table 6.40-I. The furnishings shall be new or used equipment satisfactory to the Engineer:

Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS; Delete the requirements for a Photocopy Machine shown in the 15th row of TABLE 6.40-I, in its entirety; Substitute the following revised requirements: Photocopying Machine - Stand-alone, heavy duty, electric, dry-1 process color photocopying type with a minimum production rate of 70 pages per minute and an adequate supply of copy paper, toner, etc. The machine shall be capable of duplex copying paper sizes of 8-1/2 x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have separate travs for each paper size. It shall have a document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer. Make and model can be Minolta Canon, IBM, Epson, or an approved equivalent, and shall be networked to the office computers.

5. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;
Insert the following two additional requirements:

Heavy duty commercial grade diamond cut shredder with automatic start. The shredder shall be able to receive 8-1/2 inch wide paper and shred a minimum of 15 sheets simultaneously along with CDs and staples.	1	1	1	1	1	1
Projector – 1080p LCD with a min. of 2200 ANSI Lumins, 1920 x 1080, 16:9, 40,000:1 contrast ratio, HDMI, VGA, USB, and a 10 feet diagonal, 16:9 Projection Screen.	-	-	1	1	1	1

2. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME II

[Added 01-25-2012]

1. Refer to Pages 365 and 366, Subsection 6.40.2.(C)(c)(1) Personal Computer(s) - Workstation Configuration;

Delete the text under Subsections (a), (b), (c), (d), (h), (i), and (m), in their entirety;

Substitute the following revised text:

"(a) Make and Model: Dell; HP; Gateway; Acer; or, an approved equivalent. (Note: an approved equivalent requires written approval of the Assistant

Commissioner of ITS.)

(b) Processor: i5-2400 (6MB Cache, 3.1GHz) or

faster computer - Single Processor.

(c) System Ram: Minimum of 4GB (Gigabytes) Dual

Channel DDR3 SDRAM at 1333MHz – 2 DIMMSs

(d) Hard Disk Drive(s): 500 GB (Gigabytes) Serial ATA

(7200RPM) w/DataBurst Cache, or

larger."

"(h) Video Display Card: HD Graphics (VGA, HDMI) with a

minimum of 64 MB of RAM.

(i) Monitor: 22" W, 23.0 Inch VIS, Widescreen,

VGA/DVI LCD Monitor."

"(m) Software Requirements: Microsoft Windows 7 Professional

SP1, 64 bit; Microsoft Office Professional 2010; Microsoft Project 2010; Adobe Acrobat reader; Anti-Virus software package with 2 year updates subscription; and, either Auto Cad 2012 LT or Microsoft Visio 2010 Standard Edition, as directed by

the Engineer."

2. Refer to Page 366, Subsection 6.40.2.(C)(c)(2)(b);

Delete the text under Subsection (b), which begins with the words

"(b) One (I) 600 DPI HP Laser Jet . . ", in its entirety;

Substitute the following revised text:

"(b) One (1) 600 DPI HP Color Laser Jet all-in-one
Printer/Scanner/Copier/Fax (twelve (12) pages per minute or
faster) with one (1) Extra Paper Tray (Legal Size) networked
to all office computers."

- 26. Refer to Page 183, Subsection 4.05.9. PRICES TO COVER, 4th line;

  Insert in the fourth line, the words "pigment when specified" between the words "specifications, including, but not limited to," and "furnishing and installing...":
- 27. Refer to Page 183, Subsection 4.05.9. PRICES TO COVER;

  Insert the following two new Items to the list of Item Nos. at the bottom of Subsection 4.05.9:
- "4.05 ACP REINFORCED CONCETE PAVEMENT (BUS STOPS)(PIGMENTED) C.Y.
- 4.05 AXP HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT (BUS STOPS)(PIGMENTED) C.Y."

- 23. Refer to Page 166, Subsection 4.05.2.(A);

  Delete Subsection 4.05.2.(A), in their entirety;

  Substitute the following revised Subsection 4.05.2.(A):
- "(A) Concrete Pavement shall be of the following types:

Type 1--Non-reinforced

Type 2--Reinforced (Unpigmented or pigmented if specified)

Type 3--High Early Strength Reinforced (Unpigmented or pigmented if specified)

Type 2 and Type 3 pavements shall consist of a concrete surface course, which shall be unpigmented or pigmented if specified, laid on a concrete base course, which may or may not be pigmented at the Contractor's option, while the base course is still plastic, of the thickness shown on the Contract Drawings, with reinforcement placed between the surface and base courses."

- 24. Refer to Page 166, Subsection 4.05.3.(A);

  Insert the following new Subsection 4.05.3.(A1):
  - "(A1) PIGMENTING

Where pigmenting is specified, the surface course of the concrete bus pad shall be pigmented with an admixture complying with Section 2.19 and the following requirements:

Where the color of the concrete is required to simulate the red color of the Red Bus Lane Pavement Overlay (Item 6.44 POR in Section 6.44 PO), the surface course concrete shall be integrally pigmented to produce a red color equivalent to Scofield's quarry red.

Except for the use of an air-entraining agent complying with ASTM Designation C 260 and water reducing admixtures complying with ASTM Designation C 494 used in combination with the Pigment Admixture as per the pigment manufacturer's instruction, no other admixtures (including, but not limited to, calcium chloride) shall be used unless stated in writing by the manufacturer of the Pigment Admixture to be of no consequence to the colorfastness of the concrete mixture and is approved by the Engineer.

All pigmented concrete at different locations shall be identical, unless otherwise directed. Variations in color/tint/hue will not be acceptable. Therefore, the same brand and type of cement and the same source and type of aggregate shall be used throughout the project.

Prior to the mix design being made, the cement intended for use shall be checked to determine that its lightness/darkness is similar to the cement used in the original approved sample. The Pigmented Admixture shall be added in the standard proportion specified by the manufacturer."

25. Refer to Page 170, Subsection 4.05.5.(A) GENERAL; Insert the following two new paragraphs:

"For pigmented concrete, the Contractor shall within eight weeks of the notice to proceed, submit the name of its proposed roadway installer upon which his bid is based, along with their respective work history experience in placing pigmented concrete. The installer shall have documented experience in working with pigmented concrete.

Prior to making any field samples and the placing of any pigmented concrete, the Contractor, its concrete supplier, installer, cement producer, laboratory, the pigmented admixture's representative, and the Engineer shall meet and agree on the specifications and methods of handling the pigmented concrete."

16. Refer to page 112, Subsection 3.05.3.(C), second paragraph;

Delete the second paragraph in its entirety;

Substitute the following paragraph:

"Water shall be potable and drawn from municipal water mains."

17. Refer to page 113, first line of text, beginning with the words "condition making up one (1) cubic yard of concrete.";

<u>Insert</u> the following sentence between the words "condition making up one (1) cubic yard of concrete." and "The range of water-cement ratio within which the . . .":

"The calculated yield of the mix shall be within ± 2% of the Theoretical (1) cubic yard."

18. Refer to Page 113, second paragraph beginning with the words "The Contractor may substitute Portland cement . . ";

Delete the second paragraph under Subsection 3.05.4., in its entirety;

Substitute the following revised paragraph:

"With the exception of high-early strength concrete, the Contractor shall be required to substitute Portland cement with pozzolans (Fly Ash or GGBFS) such that the maximum amount of Portland cement per cubic yard of concrete does not exceed 400 pounds, and with the use of an approved non-corrosive, non-chloride admixture as required to obtain a minimum compressive strength of 3,000 psi in seven (7) days. For high-early strength concrete the Contractor may substitute Portland cement with pozzolans (Fly Ash or GGBFS), pound for pound, up to 20% (or up to 25% for tidal/sea water spray areas) of the weight of cement specified for any concrete mixture provided the Contractor can obtain a minimum compressive strength of 3,000 p.s.i. in three (3) days. The Contractor, immediately following but not later than eight weeks after the date of the Contractor's Notice to Proceed, shall file with the Engineer, Age-Strength data of the job mix he proposes to use for the various ambient temperatures anticipated during the period of concrete placement. This data shall be presented in both tabular and graphical form for those various ambient temperatures with a maximum setting period of seven (7) days for Class B-32 concrete or seventy-two (72) hours for High-Early Strength Concrete."

- 19. Refer to Page 115, TABLE 3.05-III INGREDIENT MATERIALS;
  Change in the third row, second column, the type of Portland
  Cement from "Type III*" to read "Type II or Type III*"
- 20. Refer to page 132, Subsection 3.06.3.(D);

  Change the words "Water shall be drawn from mains owned by The City of New York." to read "Water shall be potable and drawn from municipal water mains."
- 21. Refer to page 133, Subsection 3.07.3.(D);

  Change the words "Water shall be drawn from mains owned by or supplying water to The City of New York." to read "Water shall be potable and drawn from municipal water mains."
- 22. Refer to page 134, Subsection 3.08.4.(D);

  Change the words "Water shall be drawn from mains owned by or supplying water to The

  City of New York." to read "Water shall be potable and drawn from municipal water mains."

'Bluestone': Where the color of the concrete is required to simulate the color of dark gray bluestone, the concrete shall be integrally pigmented to produce a gray color equivalent to: Davis Colors No. 884-3%; Lansco Color No. 437 'Strong Black' 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield 'Cool Black No. 4'; Bayferrox Limestone 330, 2 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

'Granite': Where the color of the concrete is required to simulate the color of light to medium gray granite, the concrete shall be integrally pigmented to produce a gray color equal to: Davis Colors No. 884-1%; Lansco Color No. 437 'Strong Black' 2.5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield 'Cool Black No. 1'; Bayferrox Silver 330, 1 lb. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified."

#### [Added 05-24-2013]

- 11. Refer to Page 14, Subsection 1.06.23.(A) PERMITS, first paragraph as modified by Article 4 on page A1-1b;
  Add the following new text:
  - "(d) All necessary permits from the Department of Environmental Protection which may include, but are not limited to, permits for use of City water."
- 12. Refer to Page 14, Subsection 1.06.23.(A) PERMITS, second paragraph;

  Add the following as the third paragraph:

"No fee permits for use of City water necessary to complete roadway pavement reconstruction project in conjunction with installation of sewers and/or water mains, will be issued by the Department of Environmental Protection. However, for all other type projects (such as installation of sidewalks, installation of pedestrian ramps, pavement milling, resurfacing, rehabilitation of retaining walls, and bridge reconstruction type projects) the Contractor will be required to obtain the water use permit at its own cost."

[Added 08-05-2013]

13. Refer to page 116, second paragraph up from the bottom of the page, first line;

<u>Change</u> the words "Concrete of Type IA and IIA shall have . . ." to read "Concrete of Type IA, IIA and IIIA shall have . . ."

[Added 09-04-2013]

14. Refer to page 100, Subsection 3.01.3.(C) 1.(c);

<u>Delete</u> the last two lines of text beginning with the words "The proportion of reclaimed asphalt pavement permitted within each mix...";

<u>Substitute</u> the following sentence: "The proportion of reclaimed asphalt pavement permitted within each mix shall be not less than 30 percent for the top and bottom courses as per Local Law #71 of 2011."

15. Refer to page 110, Subsection 3.05.2.(A), Table 3.05-I;
Insert the following text at the bottom of Table 3.05-I:

"Note: The above proportions shown for non-High-Early mixes shall be modified by pozzolan substitutes as per **Subsection 3.05.4**."

- 9. Refer to Page 202, Subsection 4.11.3.(E) GLASS;
  Add the following new Subsection 4.11.3.(F) RECYCLED PORCELAIN
  AGGREGATE (RPA):
  - "(F) RECYCLED PORCELAIN AGGREGATE (RPA)

All porcelain to be used as RPA shall be crushed by a New York City Department of Environmental Protection (NYCDEP) approved recycling facility to a maximum particle size of 3/8 inch and graded to meet the gradation specified above for use in either fill, backfill or select fill, as may be required. RPA from any other source will not be permitted. The NYCDEP approved recycling facility will also certify that the RPA being furnished is free from organic material and other unsuitable material.

Should the Contractor desire to use RPA in his fill or backfill material, he shall contact Mr. Vasyl Kravchyk at NYCDEP (Tel. No. 718-595-7512) to determine the availability of RPA and from which recycling facility it can be obtained.

The Contractor shall be required to make arrangement with the recycling plant, at least two (2) weeks in advance of when he would need the material, to schedule the time, date and quantity available for pickup. The Contractor shall be required to furnish the recycling facility with a complete list of his trucks involved in transporting the material, which shall include the name of the registered owner (Contractor), Consumer Affairs or DOS Permit numbers, body license plate number, and truck volume. This information must be supplied to the facility prior to the start of picking up the RPA.

Weight ticket receipt slips given by the recycling facility to each truck driver picking up RPA shall be collected by the Contractor and given to the Engineer upon delivering fill or backfill material to the site that contains RPA, and the Contractor agrees and warrants that in obtaining the RPA that such material has originated only from a NYCDEP approved recycling plant and it has not been mixed with porcelain material from any other source.

The Contractor shall be required to transport said material from the approved recycling facility to his yard for storage and mixing with his fill material; however, there is not guarantee that the material will actually be available.

The Contractor is advised that there is no guarantee that RPA will in fact be available for his use from a NYCDEP approved recycling plant and he shall make no claim against the City for loss of anticipated profits should the material not be available upon request by the Contractor.

All excess RPA not used in the fill or backfill shall remain the property of the DDC Contractor.

The Contractor must comply with all rules and regulations of the Department of Transportation and the Department of Environmental Protections governing the use of RPA in its fill and backfill material."

10. Refer to Pages 218 and 219, Subsection 4.13.4.(H) PIGMENTING, first four paragraphs;

Delete the first four paragraphs under Subsection 4.13.4.(H), in their entirety;

Substitute the following revised four paragraphs:

"Where pigmenting is specified, the concrete sidewalks shall be pigmented with an admixture complying with the requirements of **Section 2.19** and the following requirements:

'Commercial Gray': In commercial districts C4–4 through C4–7, C5 and C6, as defined in the Zoning Resolution of the City of New York, and in areas under the jurisdiction of the Lower Manhattan Development Corporation the color of the concrete shall be integrally pigmented to produce a gray color equivalent to L.M. Scofield 'Landmarks Grey' K-157-4; L.M. Scofield 'Cool Black No. 4'; Davis Colors No. 884-3%; Lansco Color No. 437 'Strong Black' 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; Bayferrox NYC Landmark Commission Gray, 3.5 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

#### [Added 07-27-2011]

- 5. Refer to Page 37, Subsection 1.06.46.(A) 6. Sign Graphics;

  Delete article "a." beginning with the words "All visual components of the sign are in an Adobe *.pdf file, . . ." and ending with the words ". . . DDC to the Contractor (on a CD or via E-mail) for printing.", in its entirety;

  Substitute the following revised article "a":
  - "a. All visual components of the sign are in an Adobe *.pdf file, which is provided by the Commissioner's representative. The file is not to be altered for composition, type font or image from the version provided by DDC. The Commissioner's representative shall provide a complete file with data and image. The digital file shall be provided by DDC to the Contractor (on a CD or via E-mail) for printing."

#### [Added 09-27-2012]

6. Refer to Page 36, Subsection 1.06.46. Project Sign;

Delete the words "Unless otherwise specified in the Special Provisions of the contract, the following shall apply:";

Substitute the following revised text:

"The Contractor is notified that he shall be required to furnish, install, maintain, and remove, when directed, Construction Project Information Signs (CPIS) as per Sec. 2-02(c)(4) and (5) of the NYC DOT Highway Rule and the cost shall be deemed included under all scheduled items of the contract. In addition, unless otherwise specified in the Special Provisions of the contract, the following Project Sign shall also apply:"

#### [Added 04-08-2013]

7. Refer to Page 200, Subsection 4.11.2.(B), first paragraph, sixth line;

Delete the word "porcelain,".

8. Refer to Page 201, Subsection 4.11.3.(B) FILL AND BACKFILL, second and third paragraphs;

 $\underline{\text{Delete}}$  the second and third paragraphs under Subsection 4.11.3.(B), in their entirety; Substitute the following revised two paragraphs:

"Glass or Recycled Porcelain Aggregate (RPA) from recycling facilities that meets the requirements of **Subsection 4.11.3.(E)** for Glass and **Subsection 4.11.3.(F)** for RPA shall be considered suitable material for mixing with fill provided the Contractor maintains the gradations specified herein. However, glass shall not be placed in contact with synthetic liners, geogrids, geotextiles or other geosynthetics.

Glass and/or RPA incorporated into fill shall be thoroughly mixed with other suitable material so that glass, RPA or combination of both constitutes no more than 30 percent by volume anywhere in the fill as visually determined by the Engineer."

#### [Added 04-18-2011]

3. Refer to Pages 218 and 219, Subsection 4.13.4.(H) PIGMENT;

Delete the first three (3) paragraphs on page 219:

Substitute the following revised three (3) paragraphs.

"Where the color of the concrete is required to simulate the color of dark gray bluestone, the concrete shall be integrally pigmented to produce a gray color equivalent to: Davis Colors No. 884-3%; Lansco Color No. 437 "Strong Black" 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield "Cool Black No. 4"; Bayferrox Limestone 330, 2 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

Where the color of the concrete is required to simulate the color of light to medium gray granite, the concrete shall be integrally pigmented to produce a gray color equal to: Davis Colors No. 884-1%; Lansco Color No. 437 "Strong Black" 2.5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield "Cool Black No. 1"; Bayferrox Silver 330, 1 lb. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

Where the sidewalk is designated to have a saw cut joint finish the color of the concrete shall be integrally pigmented to produce a gray color equivalent to L.M. Scofield "Landmarks Grey" K-157-4; L.M. Scofield "Cool Black No. 4"; Davis Colors No. 884-3%; Lansco Color No. 437 "Strong Black" 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; Bayferrox NYC Landmark Commission Gray, 3.5 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified."

#### [Added 07-01-2011]

- 4. Refer to Page 14, Subsection 1.06.23.(A) PERMITS;

  Delete line (b) under the first paragraph;

  Substitute the following text:
  - "(b) Any planned work requiring a DOT Construction Permit that may potentially be within 100 feet of a bridge structure will be placed on a Bridge Hold. If any proposed work is within 100 feet of a bridge structure, permittees must submit a scaled drawing showing the work and exact location, along with the following:
    - Plan layout of the project area.
    - The scope of work.
    - The contractor's means and methods.
    - Indicate if work will be done of the bridge itself or its abutments, and the type of work.

If the work is more than 100 feet away from the bridge structure, permittees may send a certification by e-mail stating so. Either response must be sent to the Division of Bridges at bridgeshold@dot.nyc.gov for review and release prior to commencing work. Emergency work will not be placed on hold and shall proceed in accordance with the New York City Highway Rules, section 2-11 (g);

(c) Permits from the Department of Sanitation for use of City landfills;"

1. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME I

The following amendments to the Contract Requirements shall become a part of and apply to the contract:

#### [Added 12-09-2010]

1. Refer to Page 15, Subsection 1.06.23.(C) CONFORMANCE WITH FEDERAL, STATE AND CITY AGENCIES;

Add the following new paragraphs:

"The Contractor is notified that all vehicles that are owned, leased or operated by the Contractor or its subcontractors and used in connection with the Project shall comply with the following requirement:

Every truck, tractor, and tractor-trailer or semitrailer combination, having a gross vehicle weight rating of twenty-six thousand pounds or more, and a conventional cab configuration in which more than half of the engine length is forward of the foremost point of the windshield base, and the steering wheel hub is in the forward quarter of the vehicle length shall be equipped with a convex mirror on the front of such vehicle or combination of vehicles. Such convex mirror shall be adjusted so as to enable the operator of such vehicle or combination of vehicles to see all points on an imaginary horizontal line which is three feet above the road, is one foot directly forward from the midpoint of the front of such vehicle or combination of vehicles, and extends the full width of the front of such vehicle or combination of vehicles.

Any vehicle that does not comply with this provision may be prohibited from entering the Project site and/or supplying equipment or materials to the Project. The Contractor shall not be entitled to any damages as a result of such prohibition."

#### [Added 01-09-2011]

2. Refer to Page 240, Subsection 4.16.5.(B) STUMP REMOVAL;

Delete Subsection 4.16.5.(B) STUMP REMOVAL, in its entirety:
Substitute the following revised Subsection 4.16.5.(B):

#### "(B) STUMP REMOVAL

- 1. Tree stumps designated to be removed and their roots shall be completely excavated to a minimum depth of three (3) feet below the existing grade. A portable stump cutter may be required in some locations. It may be necessary to remove concrete, asphalt, pavers, and/or other types of material surrounding the base of the stump. All excess debris, including chips from tree stumps, shall be removed and disposed of by the Contractor, away from the site prior to backfilling and the area shall be restored by completion of the workday, to the satisfaction of the Engineer. The disposal of tree stumps by burning in open fires will not be permitted.
- 2. All voids and excavations left after the removal of the stump and roots shall be backfilled to grade with clean earth fill. Fill shall be placed and compacted to a minimum of 95 percent of Standard Proctor Maximum Density by acceptable methods to the satisfaction of the Engineer. Where paving blocks exist, they are to be reset to the existing grade as directed.
- 3. Maximum safety and care must be used by Contractor during stump removal. The Contractor shall carefully protect against damage all existing trees, plants, curbs, sidewalks and utilities and other features to remain. The Contractor is responsible for locating and protecting underground utilities from damage during stump removal procedures. During stump grinding operations, plywood must be used to protect adjacent vehicles, real property, and pedestrians. If, when removing stumps, existing sidewalks or curbs are disturbed, the Contractor shall restore and/or reset these sidewalks and curbs, at no additional cost to the City. Restoration work shall be done to match the existing, to the satisfaction of the Engineer. All damaged trees, curbs, sidewalks, real property, vehicles and utilities must be addressed within three (3) days."

#### ATTACH TO CONTRACT DOCUMENTS

# THE CITY OF NEW YORK DEPARTMENT OF DESIGN AND CONSTRUCTION INFRASTRUCTURE DIVISION BUREAU OF DESIGN

PROJECT ID: SEN002169

FOR THE CONSTRUCTION OF COMBINED SEWERS AND APPURTENANCES IN: YORK AVENUE BETWEEN EAST 61ST STREET AND EAST 63RD STREET; AND EAST 62ND STREET BETWEEN YORK AVENUE AND 1ST AVENUE

INCLUDING SEWER, WATER MAIN, STREET LIGHTING AND TRAFFIC WORK

Together With All Work Incidental Thereto
BOROUGH OF MANHATTAN
CITY OF NEW YORK

ADDENDUM NO. 1

DATED: February 24, 2014

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

The New York City Department of Transportation Standard Highway Specifications, dated November 1, 2010, (which include, but are not limited to, "General Conditions", "Basic Materials of Construction", "Combined Materials of Construction", "Construction Methods", "Inspection and Testing of Materials, Adjustments for Deficiencies, and Maintenance", and "Supplemental Construction Methods"), as modified by addenda issued prior to the opening of bids, shall apply to and become a part of the contract.

All references contained herein are to the New York City Department of Transportation, Standard Highway Specifications, dated November 1, 2010. The said Specifications are hereby revised. Included hereunder are the following REVISIONS:

- 1. Amendments to Standard Highway Specifications, Volume I
- 2. Amendments to Standard Highway Specifications, Volume II, including Section 7.88 (Revised) and new Section 6.44 PO and 6.52 CG.

Project ID.: SEN002169

#### **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
OO OO TI
30 - 30 Thomson Avenue, 4th Floor (IDCNY Building)
Long Island City, NY 11101

Project ID.: SEN002169

# SCHEDULE "A" (GENERAL CONDITIONS TO CONSTRUCTION CONTRACT) (GENERAL CONDITIONS RELATING TO ARTICLE 22 - INSURANCE)

#### PART III. BROKER'S CERTIFICATION

Pursuant to Article 22.3.3 of the **Contract**, every Certificate Of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or certified copies of all policies referenced in the Certificate Of Insurance.

#### **CERTIFICATION BY BROKER**

The undersigned insurance broker represents to the City of New York that the attached Certificate Of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

	[Name Of Broker (Typewritten)]
	[Address Of Broker (Typewritten)]
	[E-Mail Address Of Broker (Typewritten)]
	[Phone Number/Fax Number Of Broker (Typewritten)]
	[Signature Of Authorized Official Or Broker]
	[Name And Title Of Authorized Official (Typewritten)]
State of) ) ss.: County of)	
Sworn to before me this day of _	, 20
NOTABY BUILDING FOR THE STATE OF	
NOTARY PUBLIC FOR THE STATE O	F

Project ID.: SEN002169

# (OTHER)

Art. 22.1.8

Railroad Protection Liability Policy

(ISO-RIMA or equivalent form) approved by Permittor 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:

- Policy Endorsement CG 28 31 Pollution Exclusion Amendment is required to be endorsed onto the policy when environmentalrelated work and/or exposures exist.
- Indicate the Name and address of the Contractor to perform the work, the Contract Number and the name of the railroad property where the work is being performed and the Agency Permit.
- Evidence of Railroad Protective Liability Insurance, must be provided in the form of the Original Policy. A detailed Insurance Binder (ACORD or Manuscript Form) will be accepted pending issuance of the Original Policy, which must be provided within thirty (30) days of the Binder Approval.

\$2,000,000 per occurrence

\$6,000,000 annual aggregate

Named Insureds:

- (1) The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), MTA Capital Construction Company, Metropolitan Transportation Authority (MTA), including its subsidiaries and affiliates, and the City of New York (as Owner) and all other indemnified parties.
- (2)

[OTHER]

Art. 22.1.8

- Professional Liability
  - A. The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of \$1,000,000 per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Contract arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor's Professional Engineer or anyone employed by the Contractor's Professional Engineer.
  - B. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor's Professional Engineer shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

[OTHER]

Art. 22.1.8

Engineer's Field Office

Section 6.40, Standard Highway Specifications

Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of \$40,000

[OTHER]

Art. 22.1.8

☐ The Following Additional Insurance Must Be Provided:

<u>Umbrella/Excess Liability Insurance</u> - 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.

Project ID.: SEN002169

☐ Contractors Pollution Liability	Art. 22.1.6	\$ per occurrence
		\$aggregate
		Additional Insureds:
		(1) City of New York, including its officials and employees.
		(2)
		(3)
☐ Marine Protection and Indemnity	Art. 22.1.7(a)	\$each occurrence
		\$aggregate
		Additional Insureds:
		(1) City of New York, including its officials and employees.
		(2)
		(3)
☐ Hull and Machinery Insurance	Art. 22.1.7(b)	\$ per occurrence
		\$ aggregate
		Additional Insureds:
		(1) City of New York, including its officials and employees.
		(2)
		(3)
☐ Marine Pollution Liability	Art. 22.1.7(c)	\$ per occurrence
		\$aggregate
		Additional Insureds:
		(1) City of New York, including its officials and employees.
		(2)
		(3)

Workers' Compensation	Art. 22.1.2	Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without
Disability Benefits Insurance	Art. 22.1.2	regard to jurisdiction.
Employers' Liability	Art. 22.1.2	Note: The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State
☐ Jones Act	Art. 22.1.3	Workers' Compensation Board Form No. DB-120.1 and (4) Request for WC/DB Exemption Form No. CE-200. The City
U.S. Longshoremen's and Harbor Workers Compensation Act	Art. 22.1.3	will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance.
		Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. Law.
		Additional Requirements:
		(1) NYCTA "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.
		(2) Two (2) certificates of such insurance shall be furnished to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21st Floor, New York, NY 10004.
☐ Builders' Risk	Art. 22.1.4	100% of Total Value of <b>Work</b>
		Contractor the Named Insured; the City both an Additional Insured and one of the loss payees as its interests may appear.
		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.
		Note: Builders Risk Insurance may terminate upon Substantial Completion of the Work in its entirety.
Commercial Auto Liability	Art. 22.1.5	\$2,000,000 per accident combined single limit
		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.
		Additional Insureds:
		(1) City of New York, including its officials and employees.
		(2) The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies.
		(3)

# (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 an X in a box ( ) to left will be required under this contract

he minimum limits shall be \$3,000,000 per Occurrence and 6,000,000 per Project Aggregate applicable to this
ontract.
dditional Insureds:
) <u>City of New York, including its officials and employees, ith coverage at least as broad as ISO Form CG 20 10 and G 20 37.</u>
2) All person(s) or organization(s), if any, that Article 2.1.1(b) of the Contract requires to be named as Additional sured(s), with coverage at least as broad as ISO Form CG 2.6. The Additional Insured endorsement shall either becify the entity's name, if known, or the entity's title (e.g., roject Manager).
The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), taten Island Rapid Transit Operation Authority (SIRTOA), etropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies. The Contractor shall furnish two (2) ertificates of insurance to and the policy shall be endorsed provide thirty (30) days advance notice to the Director, Risk anagement, MTA Risk and Insurance Management and Claims Unit, 2 Broadway, 21st oor, New York, NY 10004, of any material change and/or incellation.
dc ) ith G ) 2. si De ro ind tate an ocume

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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 the 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 the substantial completion based on the Base Contract Duration added to the date specified to commence work in the written Notice To Proceed.
- (b) Find the number of days to be added to the Base Contract Duration in the table below. Add that number of days to the Base Contract Duration to obtain the Final Contract Duration in consecutive calendar days.

Month Of Substantial Completion Based On The Base Contract Duration	Number Of Days Of Adjustment					
January	150					
February	120					
March	90					
April	60					
May	30					
June	0					
July	0					
August	0					
September	0					
October	0					
November - December 15	0					
December 16 - December 31	180					

In addition, should Item No. 9.30 - STORM WATER POLLUTION PREVENTION exist in the Contract and the required Storm Water Pollution Prevention Plan (SWPPP) does not conform to NYSDEC's recommended Standards, an additional 60-ccds shall be added to the above Final Contract Duration.

Project ID.: SEN002169

# STANDARD HIGHWAY SPECIFICATIONS SECTION 6.40 LIQUIDATED DAMAGES FOR ENGINEER'S FIELD OFFICE

If the Contractor fails to satisfactorily provide the field office and all equipment specified in **Section 6.40 - Engineer's Field Office**, and/or if a cited deficiency exceed seventy two (72) hours after notice from the Engineer in writing, or is permitted to recur, liquidated damages will be assessed in the amount specified herein for each subsequent calendar day or part thereof that a cited deficiency resulting in nonpayment, as described in **Section 6.40.5**, is not corrected.

For Each Calendar Day of Deficiency: \$200.00

# STANDARD HIGHWAY SPECIFICATIONS SECTION 6.70 LIQUIDATED DAMAGES FOR MAINTENANCE AND PROTECTION OF TRAFFIC

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: \$250.00

For each and every hour of failing to open the entire width of roadway to traffic the morning following a night/weekend work operation: \$500.00

# STANDARD HIGHWAY SPECIFICATIONS SECTION 7.13 LIQUIDATED DAMAGES FOR MAINTENANCE OF SITE

If the Contractor fails to comply, within three (3) consecutive hours after written notice from the Engineer, with the requirements of **Section 7.13 - Maintenance of Site**, the Contractor shall pay to the City of New York, until such notice has been complied with or rescinded, the sum specified above per calendar day, for each instance of such failure, as liquidated damages and not as a penalty, for such default.

For Each Calendar Day, for Each Occurrence: \$250.00

CONTRACT ARTICLE 24.  DEPOSIT GUARANTEE  As security for the faithful performance of its obligations, the Contractor, upon filing its requisition for payment on Substantial Completion, shall deposit with the Commissioner a sum equal to the percentage of the Contract price indicated to the right.	1% of <b>Contract</b> Price
CONTRACT ARTICLE 24. PERIOD OF GUARANTEE  Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.	Eighteen (18) Months, excluding Trees  Twenty-Four (24) Months for Tree Planting
CONTRACT ARTICLE 74. STATEMENT OF WORK  The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the Contract Drawings, Specifications, and all Addenda thereto.	See Contract Article 74
CONTRACT ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR  The City shall pay and the Contractor shall accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in Contract Article 75, 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.	See <b>Contract Article 75</b>
CONTRACT ARTICLE 78.  PARTICIPATION BY MINORITY-OWNED AND WOMEN- OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT	See M/WBE Utilization Plan in the Bid Booklet

# **SCHEDULE "A"**

# (GENERAL CONDITIONS TO CONSTRUCTION CONTRACT) (INCLUDING GENERAL CONDITIONS RELATED TO ARTICLE 22 - INSURANCE)

# PART I. REQUIRED INFORMATION

INFORMATION FOR BIDDERS SECTION 26 BID SECURITY  The Contractor shall obtain a bid security in the amount indicated to the right.	See Attachment 1 (page A-1 of the Bid Booklet)
INFORMATION FOR BIDDERS SECTION 26 PERFORMANCE AND PAYMENT BONDS  The Contractor shall obtain performance and payment bonds in the amount indicated to the right.	See Attachment 1 (page A-1 of the Bid Booklet)
CONTRACT ARTICLE 14. DATE FOR SUBSTANTIAL COMPLETION  The Contractor shall substantially complete the Work in the number of calendar days indicated to the right.	See Page SA-4
CONTRACT ARTICLE 15. LIQUIDATED DAMAGES  If the Contractor fails to substantially complete the Work within the time fixed for substantial completion plus authorized time extensions or if the Contractor, in the sole determination of the Commissioner, has abandoned the Work, the Contractor shall pay to the City the amount indicated to the right.	For Each Consecutive Calendar Day Over Substantial Completion Time: \$1,500.00
CONTRACT ARTICLE 17. SUB-CONTRACTOR  The Contractor shall not make subcontracts totaling an amount more than the percentage of the total Contract price indicated to the right.	Not to Exceed 35% of the Contract Price
CONTRACT ARTICLE 21. RETAINAGE  The Commissioner shall deduct and retain until the substantial completion of the Work the percent value of the Work indicated to the right.	_ <u>5%</u> of the Value of the <b>Work</b>
CONTRACT ARTICLE 22.  (Per Directions Indicated To The Right)	See pages SA-5 through SA-9

# 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. 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.

# 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.

### 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 excavation 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 defined above multiplied by, the width taken as the outside diameter of pipe or the width of structure plus one (1) foot on either side (two (2) feet), multiplied by, the length of exposed facility crossing the trench, divided by twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").

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.

# 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.

# 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

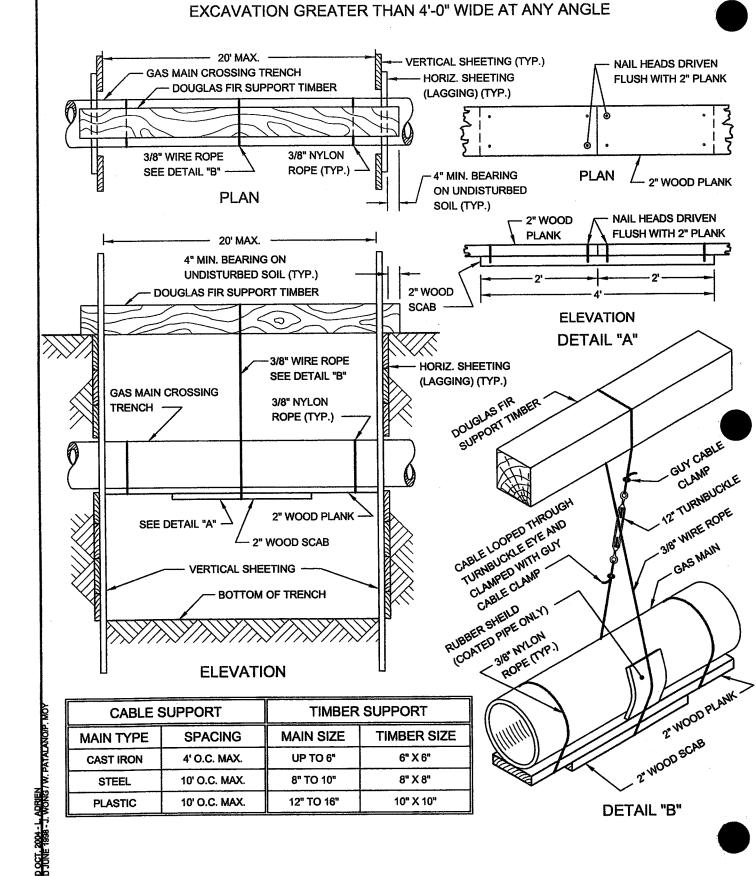
- \$524.00 per Service/and Visit

# IV - STANDARD SKETCHES; GAS COST SHARING WORK

Hereinafter attached are the following Standard Sketches for Gas Cost Sharing Work:

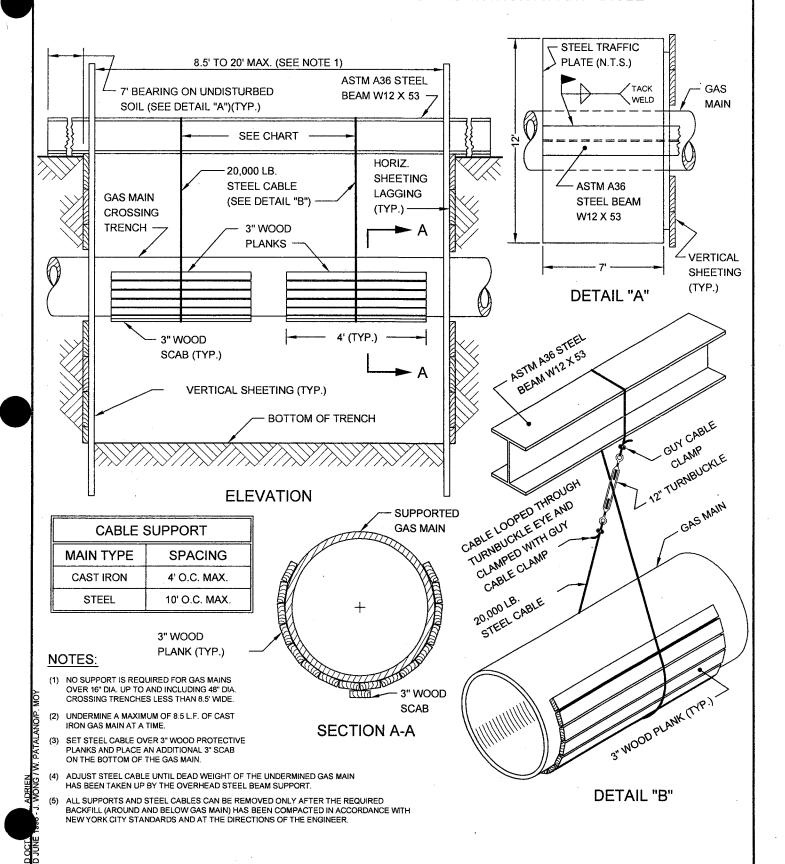
- Sketch No. 1 Support Requirements For Gas Mains And Services Crossing Excavation Greater Than 4' 0" Wide At Any Angle
- Sketch No 1A Support Requirements For Gas Mains Over 16" Diameter Up To And Including 48" Diameter Crossing Excavation At Any Angle
- Sketch No. 2 Typical Methods Of Measurement For 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

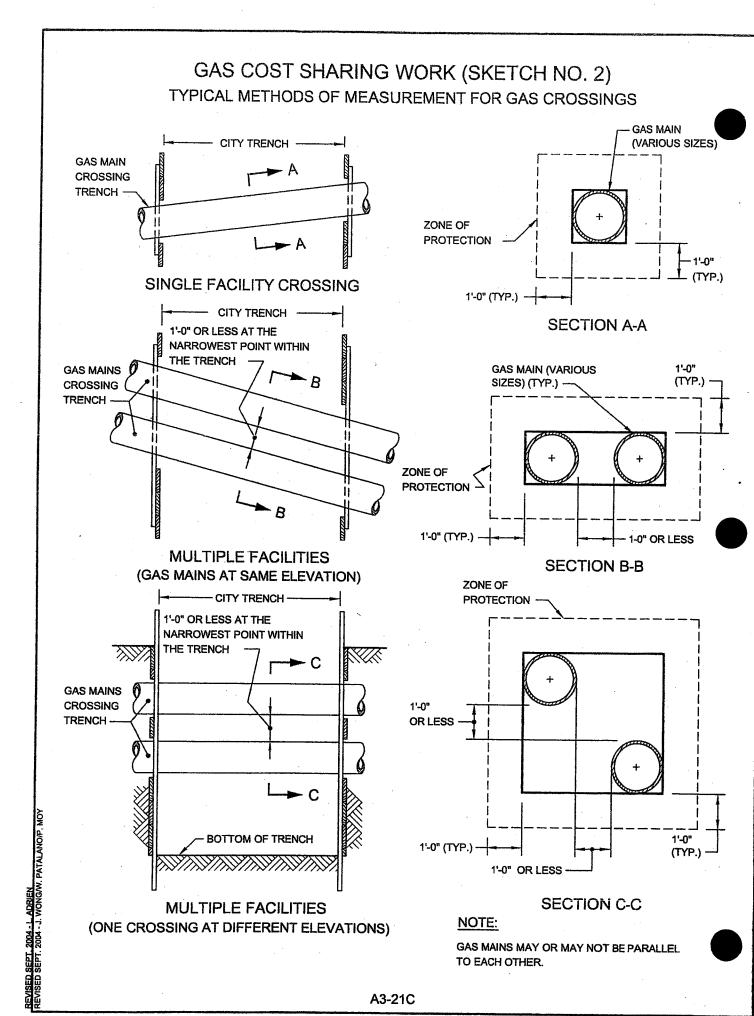


# GAS COST SHARING WORK (SKETCH NO. 1A)

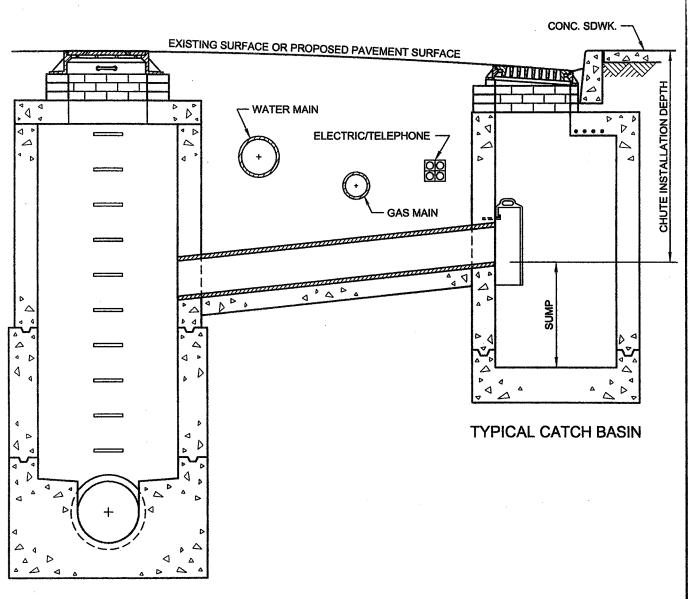
SUPPORT REQUIREMENTS FOR GAS MAINS OVER 16" DIAMETER UP TO AND INCLUDING 48" DIAMETER CROSSING EXCAVATION AT ANY ANGLE



A3-21B

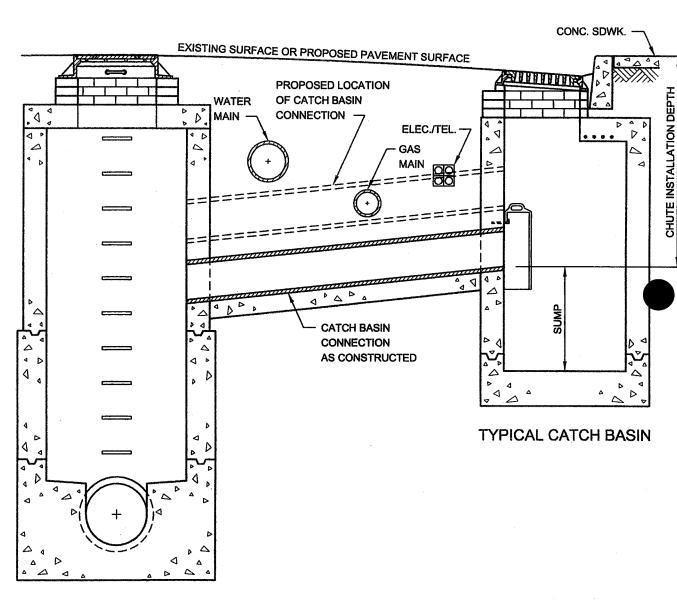


# GAS COST SHARING WORK (SKETCH NO. 3) UTILITY CROSSINGS DURING CATCH BASIN CHUTE CONNECTION PIPE INSTALLATION



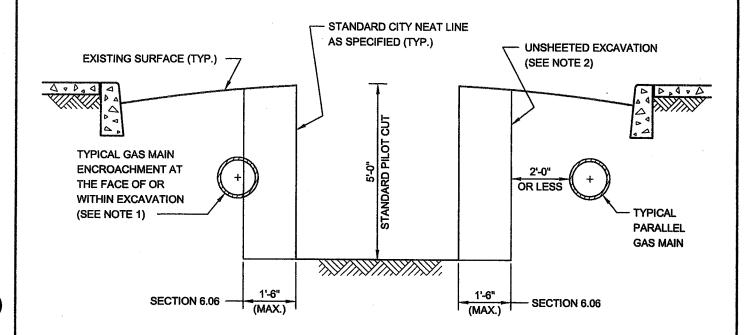
TYPICAL SEWER MANHOLE

# GAS COST SHARING WORK (SKETCH NO. 4) UTILITY CROSSINGS DURING CATCH BASIN CHUTE CONNECTION PIPE INSTALLATION (EXTRA DEPTH)



TYPICAL SEWER MANHOLE

# 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.

NO TEXT THIS PAGE

# V - PRELIMINARY GAS WORK TO BE PERFORMED BY FACILITY OPERATOR.

# APPLICABLE TO ALL GAS DRAWINGS:

- ALL RELOCATION WORK SHOWN IN THIS ADDENDUM IS TO BE PERFORMED BY FACILITY OPERATOR.
- ALL SUPPORT AND PROTECTION WORK TO BE PERFORMED BY CITY CONTRACTOR
- IF ADDITIONAL INFORMATION IS NEEDED REGARDING THE FACILITY OPERATOR'S RELOCATION WORK, THE CONTRACTOR IS ADVISED TO CONTACT THE GAS COMPANY REPRESENTATIVE:

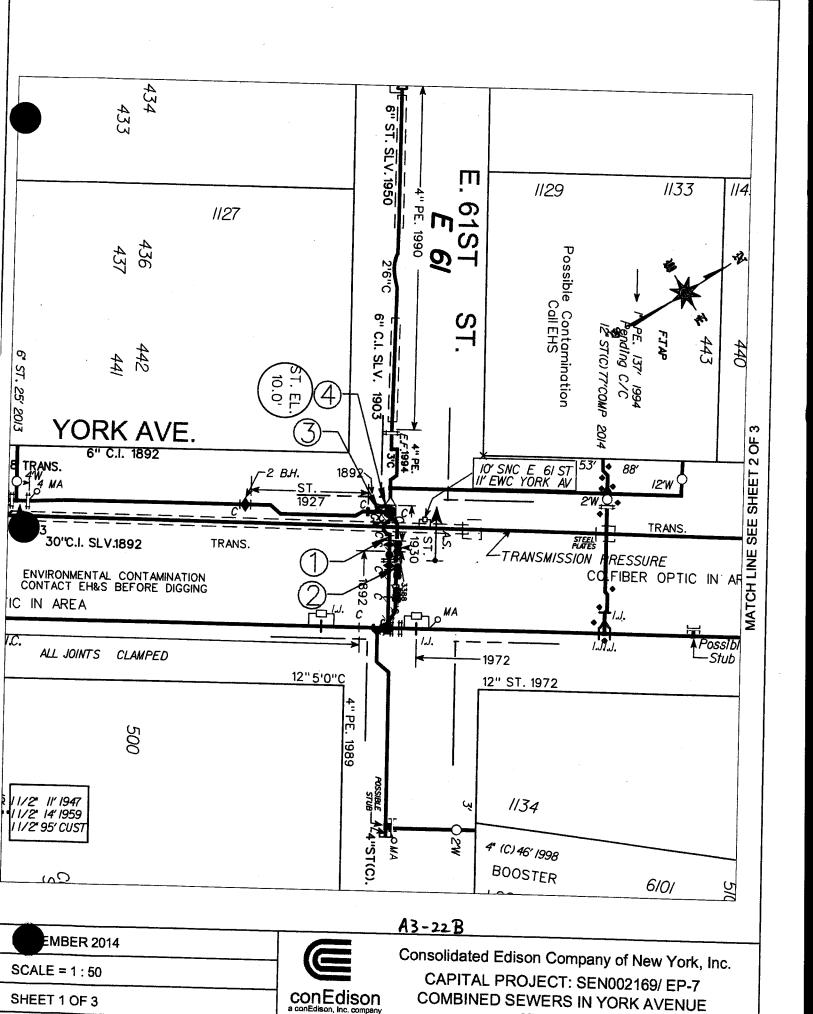
Ms. Theresa Kong Con Edison Company 4 Irving Pl., 17th Floor. New York, NY 10003 Tel.: (212) 460-4834

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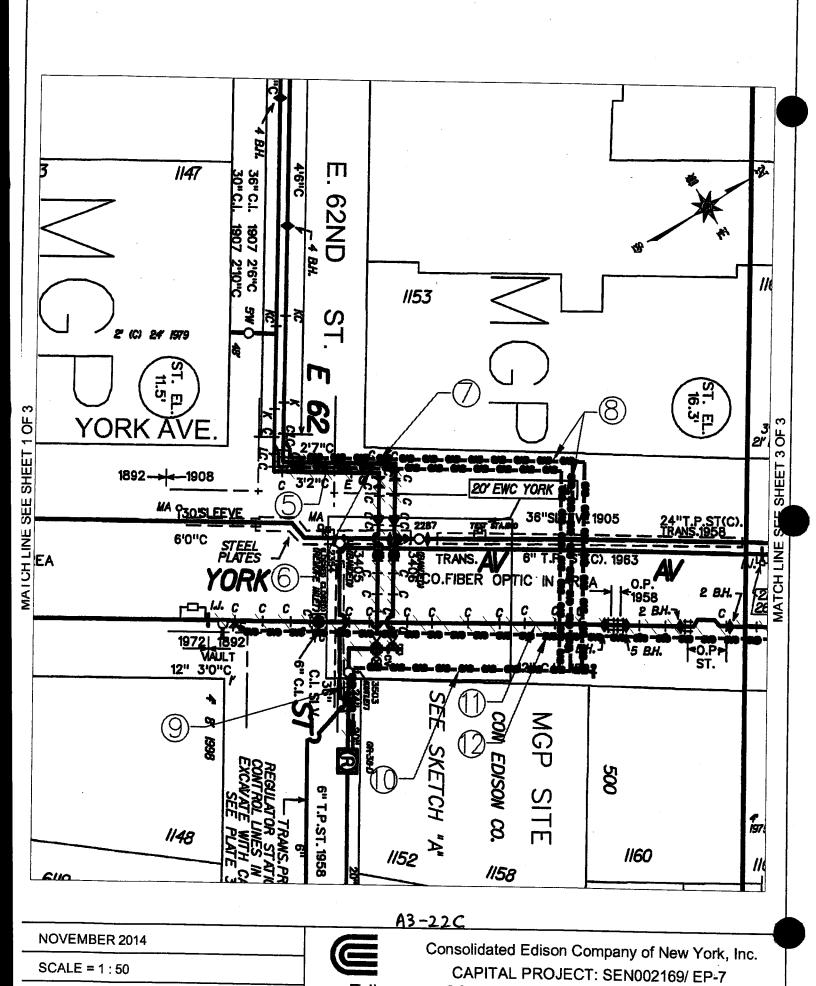
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# GAS FACILITY COST ALLOCATION AGREEMENT PROJECT NO. SEN 002169 CAPITAL GAS MAIN INSTALLATION

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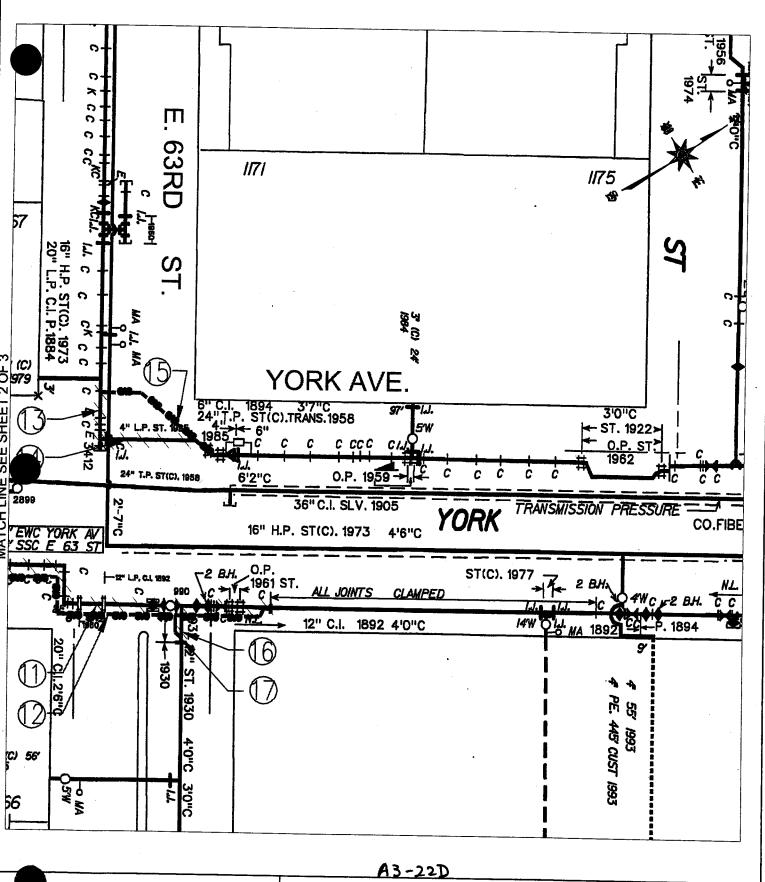
BOROUGH OF MANHATTAN



conEdison a conEdison, Inc. company

SHEET 2 OF 3

COMBINED SEWERS IN YORK AVENUE BOROUGH OF MANHATTAN



MBER 2014 SCALE = 1:50 SHEET 3 OF 3



Consolidated Edison Company of New York, Inc. CAPITAL PROJECT: SEN002169/ EP-7

COMBINED SEWERS IN YORK AVENUE

BOROUGH OF MANHATTAN

# 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 SEN-002169

The City of New York Department of Design and Construction is proposing to install sewers and/or water mains and all appurtenances in various locations in The City Of New York along with all work incidental thereto.

6.01.3 - Gas Main Crossing Sewer 36" Thru 42" In Diameter. (Ea.)

4 in int of York Ave and E 62 St.

6.01.6H - Gas Main Crossing 6'- 0"W x 4'- 0"H F.T.R.C. Combined Sewer. (Ea.)

2 in Int of York Ave and E 62 St.

3 in York Ave bet E 62 St and E 63 St.

6.01.7N- Gas Main Crossing 6'-6"W x 4'-0"H F.T.R.C. Combined Sewer. (Ea.)

1 in York Ave bet E 61 St and E 62 St.

6.01.8 - Gas Services Crossing Trenches And/Or Excavations. (Ea.)

2 in Various Locations As Required.

6.01.9 - Gas Main Crossing Water Main Up To 20" In Diameter (Ea.)

5 in Int of York Ave and E 61 St.

4 in York Ave bet E 61 St and E 62 St.

2 in S/S E 62 St W/O York Ave.

1 in Int of York Ave and E 62 St.

8 in York Ave bet E 62 St and E 63 St.

4 in Int of York Ave and E 63 St.

6.02 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Gas Interferences. (Ea.)

7 in Various Locations As Required.

6.03 - Removal Of Abandoned Gas Facilities. All Sizes. (L .F.)

700 in Various Locations As Required.

# SCOPE OF WORK SUPPORT AND PROTECTION FOR CONTRACT SEN-002169

The City of New York Department of Design and Construction is proposing to install sewers and/or water mains and all appurtenances in various locations in The City Of New York along with all work incidental thereto.

6.03.1A - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes.(L.F.)
(For Con Edison Work Only)

300 in Various Locations As Required.

6.04 - Adjust Hardware To Grade Using Spacer Rings / Adaptors (Street Repaving). (Ea.)

10 in Various Locations As Required.

6.05 - Adjust Hardware To Grade By Resetting (Road Reconstruction) (Ea.)

20 in Various Locations As Required

6.06 - Special Care Excavation And Backfilling (C.Y.)

240 in various locations as required, including but not limited to all gas services crossing unsheeted water main trenches.

6.06A- Special Care Excavation and Backfilling For Transmission Mains (C.Y.)

320 in Various Locations As Required.

6.07 - Test Pits For Gas Facilities (C.Y.)

120 in Various Locations As Required.

# SCOPE OF WORK SUPPORT AND PROTECTION FOR CONTRACT SEN-002169

The City of New York Department of Design and Construction is proposing to install sewers and/or water mains and all appurtenances in various locations in The City Of New York along with all work incidental thereto.

6.08A- Pier And/Or Plate Method Of Protection For Ductile Iron Water Main With Less Than 24" Cover. (Ea.)

2 in Various Locations As Required.

6.09 - Trench Excavation And Backfill For New Gas Mains & Services (To Be Performed By City Contractor). (C.Y.)

1420 as is Shown on Attached Sketches

# SEN002169 - COMBINED SEWERS IN YORK AVENUE, BOROUGH OF MANHATTAN Trench Excavation/ Backfill Calculation (Item 6.09)

		Trench Dimensions					
CAPITAL ITEMS	L	w	D	(CY)			
INSTALL 6" LP STL GAS MAIN							
YORK AVENUE INT. OF E. 61ST STREET	70.00	2.50	4.00	1 25.00			
YORK AVENUE INT. OF E. 63RD STREET	90.00	2.50		25.93 33.33			
INSTALL 12" LP STL GAS MAIN				1			
YORK AVENUE BTW. E. 62ND STREET AND E. 63RD STREET	390.00	3.00	4 50	195.00			
YORK AVENUE INT. OF E. 63RD STREET	15.00	3.00	4.50	7.50			
INSTALL 24" LP STL GAS MAIN							
YORK AVENUE INT. OF E. 62ND STREET	690.00	5.50	6.00	843.33			
	YORK AVENUE INT. OF E. 63RD STREET  NSTALL 12" LP STL GAS MAIN  YORK AVENUE BTW. E. 62ND STREET AND E. 63RD STREET  YORK AVENUE INT. OF E. 63RD STREET  NSTALL 24" LP STL GAS MAIN	INSTALL 6" LP STL GAS MAIN YORK AVENUE INT. OF E. 61ST STREET YORK AVENUE INT. OF E. 63RD STREET 90.00  INSTALL 12" LP STL GAS MAIN YORK AVENUE BTW. E. 62ND STREET AND E. 63RD STREET 390.00 YORK AVENUE INT. OF E. 63RD STREET 15.00  INSTALL 24" LP STL GAS MAIN YORK AVENUE INT. OF E. 63ND STREET	INSTALL 6" LP STL GAS MAIN YORK AVENUE INT. OF E. 61ST STREET YORK AVENUE INT. OF E. 63RD STREET 90.00 2.50  NSTALL 12" LP STL GAS MAIN YORK AVENUE BTW. E. 62ND STREET AND E. 63RD STREET 390.00 3.00 YORK AVENUE INT. OF E. 63RD STREET 15.00 3.00  NSTALL 24" LP STL GAS MAIN YORK AVENUE INT. OF E. 62ND STREET	INSTALL 6" LP STL GAS MAIN YORK AVENUE INT. OF E. 61ST STREET YORK AVENUE INT. OF E. 63RD STREET 90.00 2.50 4.00  INSTALL 12" LP STL GAS MAIN YORK AVENUE BTW. E. 62ND STREET AND E. 63RD STREET 90.00 3.00 4.50  ORK AVENUE INT. OF E. 63RD STREET 15.00 3.00 4.50  INSTALL 24" LP STL GAS MAIN YORK AVENUE INT. OF E. 62ND STREET			

(A) Gas trench volume 1105.09
(B) Tie in pits volume 77.92
9 ea.
(C) Test Pits for gas services 1.78

1 ea.

(A)+(B)+(C)

add 20% 1184.79 236.96

**Total** 1421.74

say 1,420 CY

# SECTION 6.08A - Pier and/or Plate Method of Protection for Ductile Iron Water main with less than 24" Cover

# A. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to protect ductile iron water mains that are installed with a cover of 24 inches or less crossing over gas facilities of various sizes. The work shall be performed in accordance with the contract plans, specifications and at the direction of the facility operator(s), upon approval from the Resident Engineer.

# B. Materials:

The Contractor shall supply all materials (concrete, beams, plates, etc.) necessary to provide the pier and plate method of protection as shown on BWS Standard Drawing No. 46464-Z.

# C. Method of Construction:

The Contractor shall provide pier and plate protection in accordance with BWS Standard Drawing No. 46464-Z. The Contractor shall support, maintain and accommodate the water main and all other utility facilities during the installation of the pier and plate components. The Contractor shall be solely and totally responsible for the disturbances and/or any damages to such facilities.

# D. Method of Measurement:

The quantity to be measured for payment shall be each (EA.) location wherein an additional area of square foot (S.F.) of steel plate is required to be installed to protect ductile iron water mains with a cover of 24 inches or less crossing over gas facilities of various sizes, as directed by the Facility Operator(s) upon approval from the Resident Engineer. The additional area of square foot (S.F.) of steel plate shall be in accordance with BWS Standard Drawing No. 46464-Z.

# E. Price to Cover:

The price shall cover the cost of all supervision, labor, material, equipment, and incidentals necessary to construct the specified method of protection. The work shall also cover the cost to cut, break, and remove additional pavement, additional excavation, sheeting, maintenance of traffic, traffic plates, and to furnish and install additional backfill and pavement restoration. This item does not cover the costs for special care excavation around gas facilities that are covered under separate items.

# F. References:

1. BWS Standard Drawing No. 46464-Z.

SECTION 6.09 - Trench Excavation and Backfill for New Gas Mains and Services (To be performed by City Contractor)

# 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.5, General Specification for Backfilling of Trench and Small Openings, which is included in this contract.

# 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. Con Edison forces will perform all live gas main connections, dead gas main cutouts, 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 drawing EP-7 SECT. 6.09 GAS SPECIALTY CONTRACTOR WORK (Sheet EP7-1 and EP7-2), 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 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 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.



#### CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. 4 IRVING PLACE NEW YORK, NY 10003

DISTRIBUTION ENGINEERING TOOLS AND STRUCTURES

SPECIFICATION EO-1181 REVISION 6 May 2010

> EFFECTIVE DATE June 1, 2010

GENERAL SPECIFICATION FOR BACKFILLING OF TRENCH AND SMALL OPENINGS

FILE: CONSTRUCTION STANDARDS MANUAL NO. 3, SECTION 37

TARGET AUDIENCE	DECIONAL CONSTRUCTION
NESC REFERENCE	REGIONAL CONSTRUCTION
	NONE

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#### 1.0 PURPOSE

This specification details the procedures to be followed in backfilling all Con Edison street openings for electric, gas and steam facilities.

#### 2.0 APPLICATION

This specification applies to all Con Edison Customer Service Areas.

### 3.0 REFERENCE SPECIFICATION AND DEFINITIONS

- 3.1 The term "Engineer" used in this specification refers to the Distribution Tools & Structures Engineer or his authorized representative.
- 3.2 The term Construction Representative shall mean the Construction Manager, Contract Construction Manager, or his authorized representative.
- 3.3 The terms "Type 3/8", "Type I" and "Type II" shall be as defined in EO-8085.
- 3.4 The term "small opening" shall refer to street openings which are 6' x 5' or smaller.
- 3.5 The term "suitable backfill" shall refer to in-place material excavated from the trench or opening which satisfies the following requirements:
  - 3.5.1 The excavated material shall be free of all broken asphalt pavement, broken concrete, brick, all organic material, and all debris.
  - 3.5.2 The excavated material shall be substantially sandy soil gritty and granular in texture and have a small amount of rocks compared to the total volume of soil. It shall have no rocks greater than 2 inches in size.
  - 3.5.3 The excavated material shall be substantially free of clay like or clayey soil. Clayey soil shall be determined as soil that is powder like in texture when dry and capable of being molded when wet.

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- 3.5.4 Frozen backfill material sha II either be removed or broken into small particles before being complacted. Excessively wet material shall be mixed with dry material to reduce moisture content before backfilling.
- 3.5.5 Fill materials, known as "Stone Dust", or "Pond Fill", containing crystalline silica shall not be used as backfill material.
- 3.5.6 If there are any questions as to suitability of the excavated material, the Engineer shall be consulted.
- The term "mechanical compaction" shall mean the use of equipment, either impact or plate vibratory, which is designed specifically for soil compaction. The term "hand tamping" shall mean compaction of backfill by means of a plate tamper, which will impart sufficient force to compact the backfill material.
- 3.7 The term "wetted backfill" shall mean backfill material containing sufficient moisture so that when molded by hand it will form a firm shape. If the specimen crumbles it lacks sufficient moisture. If water is squeezed from the specimen it contains too much moisture.

#### 4.0 REQUIREMENTS

#### 4.1 Compaction

- 4.1.1 The term "compacted", for both "mechanical compaction" and "hand tamping", shall mean a minimum level of compaction of 95% of the maximum dry density of the backfill material used as determined by a Standard Proctor Test (ASTM D-698). In lieu of a Standard Proctor Test a "one point" test shall be done by taking a sample of the soil and compacting it using a Standard Proctor mold procedure and determining the maximum in field density that can be obtained and 95% of this value should be used as a comparison to the actual compaction achieved.
- 4.1.2 In lieu of the above, when using "suitable backfill", compaction will be considered adequate if density readings of the compacted fill equal 95% of the readings of the in-place material (i.e. density readings must be taken at the time of excavation to use as reference for compaction). For this type of "before and after" comparison, devices such as the nuclear density tester may be used.

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#### 4.2 <u>Density Testing</u>

- 4.2.1 The sand-cone test, ASTM D1556 or nuclear density tester may be used for all in place density tests. Other methods may be used upon approval of the Engineer.
- 4.2.2 The Construction Representative or Engineer may order as many in-place density tests as he deems necessary to insure proper compaction. If an in-place density test indicates insufficient compaction, the Contractor shall re-compact the area in question until the backfill is compacted to the requirements set forth in paragraph 4.1.1. The Contractor may elect to take additional tests 5 feet on both sides of the test which failed, and average the values of the three readings. If the average value of the three tests meets the compaction requirements, the area in question will be considered sufficiently compacted and no additional compaction will be required. If the average value does not meet the compaction requirements, the Contractor will be required to pay for the two additional in-place density tests and to re-compact the area, which has been determined to be insufficiently compacted. Test after recompaction.

#### 4.3 Procedure For Electric Duct Backfill

- 4.3.1 The following backfill procedure shall be used for concrete duct, asbestos cement, and plastic and fibre conduit.
- 4.3.2 Where the ducts are in a rock area, a minimum 4" bed of Type 3/8" backfill shall be placed. It shall be wetted and mechanically compacted to form a firm base for the support of the ducts. Suitable backfill shall be free of stones larger than 2 inches.
- 4.3.3 For concrete conduit, asbestos cement conduit, plastic and fibre conduit encased in concrete, the trench shall be filled with suitable backfill as defined in paragraph 3.5 or Type II material (EO-8085) in 12 inch wetted lifts. Each lift shall be mechanically compacted.
- 4.3.4 For direct buried asbestos cement, plastic and fibre conduit, the trench shall be filled with Type 3/8 material to a level of 12 inches above the ducts. It shall be compacted by hand in a no more than 12 inch wetted lifts. The remaining trench shall be backfilled with suitable backfill or Type II material (EO-8085) in 12 inch wetted lifts mechanically compacted.

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## 4.4 Procedure For 138kv Cable Pipe Installation

- 4.4.1 All installation of I38KV and 345KV cable pipe type feeders shall comply with the requirements set forth in <u>CE-TS-3352</u>.
- 4.4.2 The requirement for the use of excavated material as "suitable backfill" shall follow the requirements of paragraph 3.5.

## 4.5 Procedure For Backfilling Gas Trenches & Small Openings

# 4.5.1 Coated Steel & Plastic Gas Pipe Trenches

- a. A smooth surface shall be excavated in the bottom of the trench and the pipes laid to grade. Where the trench is in a rock area, a minimum of 4 inches of Type 3/8 material shall be placed, wetted and mechanically compacted to form a firm base for the gas pipes.
- b. The trench shall be backfilled with Type 3/8 material to a height of 12 inches above the pipe in a maximum of 12 inches wetted lifts which shall be hand compacted.
- c. The remaining trench shall be backfilled with Type 3/8, Type I, Type II or suitable existing backfill in a maximum of 12 inch wetted lifts, which shall be mechanically compacted.
- d. The density of the compacted backfill shall be tested and accepted or rejected in accordance with paragraph 4.2.2.

# 4.5.2 Cast Iron, Plastic & Steel Gas Pipe in Small Openings

- a. Backfill material shall be Type 3/8, or suitable existing backfill, which has been segregated to remove all rocks, which may damage the pipe coating.
- b. Openings shall be backfilled to a height of 12 inches above the pipe in a maximum of 12 inch wetted lifts, which shall be hand, compacted. The remainder of the openings shall be backfilled in 12 inch wetted lifts with Type I or Type II or "suitable backfilled" as per paragraph 7 which shall be mechanically compacted.
- c. The density of the compacted backfill shall be tested and

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accepted or rejected in accordance with paragraph 4.2.2.

# 4.6 Backfilling Concrete Coated & Steel Jacketed Steam Main Trenches

- 4.6.1 A smooth surface shall be established in the bottom of the trench and the pipes leveled and laid on a firm base. Where the trench is in a rock area, a minimum of 4 inches of Type I material shall be placed, wetted and mechanically compacted to form a firm base.
- 4.6.2 The trench shall be backfilled with Type I, or Type II or suitable backfill material in 12 inch wetted lifts, which shall be mechanically compacted.
- 4.6.3 The backfill shall be tested and accepted or rejected in accordance with paragraph 4.2.2.

#### 5.0 PRECAUTIONS

If a work site is found to contain existing fill material that contains or comprised of "Stone Dust" or "pond Fill", the contractor shall cover the material with a 3" layer of sand. If this material is found to be stockpiled at a work site, it shall be covered with a tarpaulin or removed from the work site.

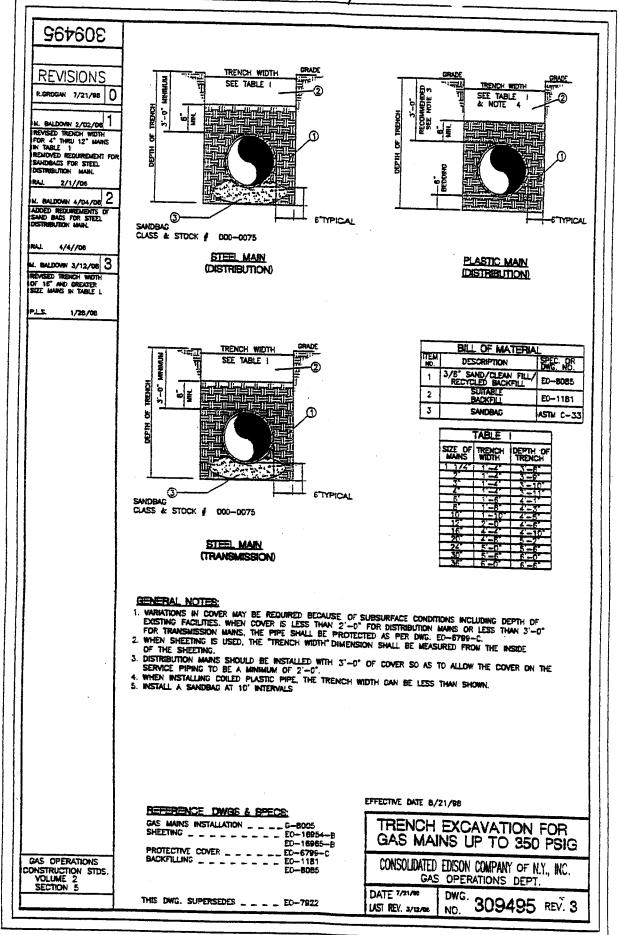
Joseph R. Martin (Signature on File)
Joseph R. Martin
Manager
Tools and Structures
Distribution Engineering

#### Marco Meza

REVISION No. 5	FILE:
Revised section 4.4 (added installation spec.). Due to be reviewed 05/2015	Construction Standards Manual 3 Section 237 - Subway

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End of Addendum No. 3 This addendum consists of fifty-one (SI) pages.

#### ATTACH TO CONTRACT DOCUMENTS

# THE CITY OF NEW YORK DEPARTMENT OF DESIGN AND CONSTRUCTION INFRASTRUCTURE DIVISION BUREAU OF DESIGN

PROJECT ID: SEN002169

FOR THE CONSTRUCTION OF COMBINED SEWERS AND APPURTENANCES IN: YORK AVENUE BETWEEN EAST 61ST STREET AND EAST 63RD STREET; AND EAST 62ND STREET BETWEEN YORK AVENUE AND 1ST AVENUE

INCLUDING SEWER, WATER MAIN, STREET LIGHTING AND TRAFFIC WORK

**Together With All Work Incidental Thereto** 

**BOROUGH OF MANHATTAN** 

ADDENDUM NO. 4

DATED: December 19, 2014

This Addendum is issued for the purpose of amending the requirements of the Contract Documents and is hereby made part of said Contract Documents to the same extent as if it was originally included therein.

# SPECIFICATIONS FOR HANDLING, TRANSPORTATION AND DISPOSAL OF NONHAZARDOUS AND POTENTIALLY HAZARDOUS CONTAMINATED MATERIALS

(NO TEXT ON THIS PAGE)

#### SPECIFICATIONS FOR HANDLING, TRANSPORTATION AND DISPOSAL OF NON-HAZARDOUS AND POTENTIALLY HAZARDOUS CONTAMINATED MATERIALS

Reconstruction of Combined Sewer and Water Main in York Ave

**Borough of Manhattan** 

**DDC Project No. SEN002169** 

Prepared By:

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

30-30 Thomson Avenue, 3rd Floor Long Island City, New York 11101

Date: June 24, 2014

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# ITEM 8.01 C1 HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOILS

#### 8.01 C1.1 WORK TO INCLUDE

General: This work shall consist of the handling, transportation and disposal of non-hazardous contaminated soils. The materials covered by this specification are soils that are contaminated with petroleum or chemical products but cannot be classified as hazardous waste. For the purpose of this specification, soil shall be defined as any material excavated below the pavement and base for pavement.

Non-hazardous contaminated soils are defined as soils exhibiting one or more of the following characteristics:

- ♦ Elevated Photo-Ionization Detector (PID) readings, subsequently confirmed by lab analysis
- ♦ Visual evidence of contamination
- Petroleum and/or chemical odors
- Soils that have been documented as contaminated in previous environmental reports

Non-hazardous contaminated soils must be stockpiled at an off-site approved location or secured on-site by the Contractor, meeting all required Federal, State and Local stipulations. Sampling and laboratory analysis must be conducted to determine if the soils are hazardous, unless the alternative procedure as defined under subsection 8.01 C1.1 A.5 has been agreed upon by treatment facilities. Contaminated soils determined to be non-hazardous shall be handled in accordance with the specifications herein for Item 8.01 C1. Contaminated soils determined to be hazardous shall be handled in accordance with the specifications for Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soils.

The Contractor shall retain the services of an independent Environmental Consultant, as specified under Item 8.01 S – Health and Safety, to oversee the work required under this Item.

Non-hazardous soils shall be delivered to the disposal or treatment facility within thirty (30) calendar days after excavation.

The Contractor shall conduct sampling and analysis of the impacted soils as specified under Item 8.01 C2 – Sampling and Testing of Contaminated/Potentially Hazardous Soils for Disposal Parameters. The laboratory results shall be forwarded to DDC Program Administration, Engineering Support Services (ESS) for review to determine if the soils will be handled and disposed of as contaminated regulated soils or hazardous waste. No other soils shall be sampled or tested without the DDC's approval or direction.

The Contractor shall ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of non-hazardous contaminated soils are in compliance with all applicable Federal, State, and City statutes and regulations.

The Contractor shall document the excavation, handling, transportation and disposal of non-hazardous contaminated soils. The Contractor shall supply all equipment, material and labor required to conduct the specified work of this Item.

A. <u>Material Handling Plan</u>: Within forty-five (45) calendar days after award of Contract, the Contractor shall submit to the Program Administration, ESS for review, a Material Handling Plan (MHP). The MHP must be approved by the Program Administration, ESS, prior to the Contractor's commencement of work. The MHP shall, at a minimum, consist of:

- 1. The Contractor's procedures for identifying non-hazardous contaminated soils during excavation, including the specific model and manufacturer of intended organic vapor monitoring equipment and calibration procedures to be used. It should also include the training and experience of the personnel who will operate the equipment.
- 2. The Contractor's procedures for safely handling non-hazardous contaminated soils. The procedures must include personnel safety and health as well as environmental protection considerations.
- 3. Name, address, New York State Department of Health's (DOH) Environmental Laboratories Accreditation Program (ELAP) status and telephone number of the proposed laboratory for analysis of representative soil samples. The ELAP for the intended analysis must approve the laboratory.
- 4. Identification of the Contractor's proposed waste transporter(s). This information shall include:
  - a. Name and Waste Transporter Permit Number
  - b. Address
  - c. Name of responsible contact for the hauler
  - d. Telephone number for the contact
  - e. Any and all necessary permit authorizations for each type of waste transported
  - f. Previous experience in performing the type of work specified herein
- 5. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures may include, but are not limited to, agreements from the intended disposal or treatment facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility.
- 6. A backup facility should the staging/stockpile areas become unavailable, insufficient in area or not be present by some other unforeseen difficulty.
- 7. Identification of the Contractor's two proposed Treatment Storage or Disposal (TSD) facilities for non-hazardous contaminated soils (primary and back-up) for final disposal of the soils. The primary TSD shall be an approved soil recycling/treatment facility. The backup facility may be a recycling/treatment facility or a New York State Department of Environmental Conservation (DEC) approved lined landfill or other facility approved by DEC to accept this material. The information required for each facility shall include:
  - a. Facility name and the State identification number
    - (1) Facility location
    - (2) Name of responsible contact for the facility
    - (3) Telephone number for contact
    - (4) Signed letter of agreement to accept waste as specified in this contract
    - (5) Unit of measure utilized at facility for costing purposes
  - b. A listing of all permits, licenses, letters of approval, and other authorizations to operate, which are currently held and valid for the proposed facility.

- c. A listing of all permits, licenses, letters of approval, and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued.
- d. The Contractor shall specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste. The Contractor shall identify the capacity available in the units and the capacity reserved for the subject waste.
- e. The Contractor shall provide the date of the proposed facility's last compliance inspection.
- f. A list of all active (unresolved) compliance orders (or agreements), enforcement notices, or notices of violations issued to the proposed facility shall be provided. The source and nature of the cause of violation shall be stated, if known.
- 8. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

#### 8.01 C1.2 MATERIALS

- A. Containers shall be as required in the United State Department of Transportation (DOT) regulations.
- B. Polyethylene to be placed under (20 mil. thickness minimum) and over (10 mil. thickness minimum) soil piles.
- C. The Contractor shall assure that the waste hauler's appropriate choice of vehicles and operating practices shall prevent spillage or leakage of contaminated material from occurring en route.
- D. The Contractor shall provide, install and maintain any temporary loading facilities on site as required until completion of material handling activities. The location and design of any facilities shall be included in the MHP and be approved by the Program Administration, ESS.

#### 8.01 C1.3 CONSTRUCTION DETAILS

#### A. Material Handling

- 1. Immediately after excavation of non-hazardous contaminated soil the Contractor shall:
  - a. Load material directly onto trucks/tankers/roll offs for disposal off site; or
  - b. If interim stockpiling is required, place on a minimum of 20 mil. or equivalent plastic ground cloth and cover by minimum of 10 mil. polyethylene sheeting or equivalent to protect against leaching or runoff of contaminants into groundwater or stormwater. Weight or secure the sheeting by appropriate means and seal seams as approved by the DDC to prevent tearing or removal by weather. Grade surrounding surface to provide for positive drainage away from pile. Stockpile shall not exceed 100 cubic yards.
- Institute appropriate procedures and security measures to ensure the protection of site personnel and the public from contaminated materials as described in the approved MHP and Item 8.01 S - Health and Safety.
- 3. Any soil encountered that appears to contain unknown contaminants (based on visual, odor, or other observation), or that vary substantially from the material originally

- identified must be segregated in stockpiles and the independent Environmental Consultant promptly notified. Construct stockpiles to the same requirements as stated in subsection A.1.b above.
- 4. Provide any dewatering that is necessary to complete the work. Contaminated water shall be disposed of in accordance with Item 8.01 W1 Removal, Treatment and Discharge/Disposal of Contaminated Water.
- 5. Provide and operate field organic vapor test equipment, a PID or a flame ionization detector (FID), to detect general organic vapor levels at intervals of approximately fifty (50) cubic yards of soil excavated, when visual or odor observations indicate the material may substantially differ from the soil previously excavated and/or as directed by the independent Environmental Consultant.

#### B. Off-Site Transportation to Disposal or Treatment Facility

#### General

- a. The Contractor shall furnish all labor, equipment, supplies and incidental costs required to transport contaminated material from the work area to the off-site disposal or treatment facility, and any other items and services required for transporting contaminated material for disposal at an off-site facility.
- b. The Contractor shall submit the name and location of the facility where an off-site scale is located. The Contractor shall also submit a plan to the DDC for review outlining procedures on controlling trucks leaving the work site and en-route to the off-site scale. The Contractor shall be responsible for tracking all material/vehicles from the site to the off-site scale.
- c. The Contractor shall provide to the DDC certified tare and gross weight slips for each load received at the accepted facility which shall be attached to each returned manifest.
- d. The Contractor shall coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule.
- e. The Contractor shall inspect all vehicles leaving the project site to ensure that contaminated soils adhering to the wheels or undercarriage are removed prior to the vehicle leaving the site.
- f. The Contractor shall obtain letters of commitment from the waste haulers and the treatment, disposal or recovery facility to haul and accept shipments. The letter shall indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed necessary.
- g. The Program Administration, ESS shall review and approve waste profiles before transportation to the TSD facility.

#### 2. Hauling

a. The Contractor shall coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities shall also be measured and recorded upon arrival at the disposal or treatment facility. If any deviation between the two records occurs, the matter is to be reported immediately to the DDC and to be resolved by the Contractor to the satisfaction of the DDC.

- b. The Contractor shall be held responsible, at its own cost for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site.
- c. The Contractor shall ensure that trucks are protected against contamination by properly covering and lining them with compatible material (such as polyethylene) or by decontaminating them prior to and between acceptances of loads.
- d. The Contractor shall be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.
- e. The Contractor shall only use the transporter(s) identified in the MHP for the performance of work. Any use of substitute or additional transporters must have previous written approval from the Program Administration, ESS at no additional cost to the City.
- f. The Contractor shall develop, document, and implement a policy for accident prevention.
- g. The Contractor shall not combine contaminated materials from other projects with material from this project.
- h. No material shall be transported until approved by the DDC.

#### 3. Off-Site Disposal

- a. The Contractor shall use only the facility(ies) identified in the MPH for the performance of the work. Substitutions or additions shall not be permitted without prior written approval from the Program Administration, ESS, and if approved shall be at no extra cost to the City.
- b. The Contractor shall be responsible for acceptance of the materials at an approved facility, for ensuring that the facility is properly permitted to accept the stated materials, and that the facility provides the stated treatment and/or disposal services.
- c. The DDC reserves the right to contact and visit the disposal or treatment facility and regulatory agencies to verify the agreement to accept the stated materials and to verify any other information provided.
- d. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The alternate facility(ies) must be approved in writing by the DDC in the same manner and with the same requirements as for the original facility(ies). This shall be done at no extra cost or delay to the City.
- e. The Contractor shall obtain manifest forms, and complete the shipment manifest records required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight. Copies of each manifest shall be submitted to the DDC within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. Any manifest discrepancies shall be reported immediately to the DDC and be resolved by the Contractor to the satisfaction of the DDC.

#### 4. Equipment and Vehicle Decontamination

a. The Contractor shall design and construct a portable decontamination station to be

- used to decontaminate equipment and vehicles exiting from the exclusion zone. The cost for this work will be paid under Item 8.01 S Health and Safety.
- Water generated during the decontamination process shall be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

#### 8.01 C1.4 METHOD OF MEASUREMENT

Quantities for non-hazardous contaminated soils shall be measured in tons. The tonnage will be determined by off-site truck scales, as per Subsection 8.01 C1.3.B1, that are capable of generating load tickets.

#### 8.01 C1.5 PRICE TO COVER

- A. The unit bid price bid per ton for Item 8.01 C1 shall include the cost of furnishing all labor, materials, plant, equipment, and insurance for excavation, handling, transportation, disposal, documentation, fees, permits, loading, stockpiling, hauling, and any other incidentals necessary to complete all the work as specified herein for handling, transporting, and disposal of non-hazardous contaminated soil.
- B. Final disposal of hazardous soil shall be paid for under Item 8.01 H Handling, Transporting and Disposal of Hazardous Soils. Disposal of decontamination water shall be paid for under Item 8.01 W1 Removal, Treatment and Discharge/Disposal of Contaminated Water.
- C. Backfill will be paid for under its respective item as specified in the contract document.
- D. The independent Environmental Consultant shall be paid under Item 8.01 S Health and Safety.

Payment will be made under:

ITEM NUMBER	ITEM	PAYMENT UNIT
8.01 C1	Handling, Transporting, and Disposal of Non-Hazardous Contaminated Soil	Tons

# ITEM 8.01 C2 SAMPLING AND TESTING OF CONTAMINATED/ POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PARAMETERS

#### 8.01 C2.1 WORK TO INCLUDE

#### A. Description

The work shall consist of collecting and analyzing representative soil samples for parameters typically requested by the disposal facilities.

#### B. Sampling and Laboratory Analysis

- 1. At least thirty (30) days prior to the commencement of work, the Contractor's independent Environmental Consultant must submit a Soil Sampling Plan/Field Sampling Plan (SSP/FSP) to the Program Administration, Engineering Support Services (ESS) for review and approval. The plan shall include the name, address, DOH's ELAP status, and telephone numbers of the proposed laboratory. The plan shall also include training and experience of the personnel who will collect the samples.
- 2. Contractor shall sample and analyze representative samples contaminated/potentially hazardous soils. For stockpiled soils, the Contractor shall collect and analyze one (1) composite sample per 100 cubic yards or fraction thereof. Each composite sample shall consist of a minimum of five (5) grab samples collected from greater than two (2) feet below the soil surface. For drummed soil, the Contractor shall collect one (1) composite sample per (ten) 10 drums or fraction thereof. Each composite sample shall consist of a grab sample from each of the ten (10) drums or fraction thereof. Each composite sample shall be analyzed for Resource Conservation and Recovery Act (RCRA) hazardous waste characteristics (Ignitability, Reactivity, Corrosivity), Full Toxicity Characteristic Leaching Procedure (TCLP) (including RCRA metals, volatile Organic Compounds (VOCs), Semi-Volatile Organic Compounds (SVOCs), pesticides, herbicides), Total Petroleum Hydrocarbons (TPH) and Polychlorinated Biphenyls (PCBs). All samples collected should be analyzed on a rush four (4) calendar days turn around time and analytical results must be submitted to Program Administration, ESS within five (5) calendar days after sample collection.
- 3. All sampling shall be conducted by a person trained in sampling protocols using standard accepted practices for obtaining representative samples.
- 4. The Contractor must also contact the disposal facility where the waste will be sent for permanent disposal, and arrange to collect any additional samples required by the facility. The cost associated with additional sampling and testing shall be included in the bid price of this Item.
- 5. The quality of the data from the sampling program is the Contractor's responsibility. The Contractor must furnish all qualified personnel, equipment and instruments necessary to carry out the sampling. Unless directed otherwise, all sampling procedures must follow the DEC sampling guidelines and protocols.
- 6. All sample containers shall be marked and identified with legible sample labels which shall indicate the project name, sample location and/or container, the sample number, the date and time of sampling, preservatives utilized and other information that may be useful in determining the character of the sample. Chain-of-custody shall be tracked from laboratory issuance of sample containers through laboratory receipt of the samples.

- 7. The Contractor shall maintain a bound sample logbook. The Contractor shall provide DDC access to it at all times and shall turn it over to the DDC in good condition at the completion of the work. The following information, as a minimum shall be recorded to the log:
  - 1. Sample identification number
  - 2. Sample location
  - 3. Field observation
  - 4. Sample type
  - 5. Analyses
  - 6. Date/time of collection
  - 7. Collector's name
  - 8. Sample procedures and equipment utilized
  - 9. Date sent to laboratory and name of laboratory
- 8. The City reserves the right to direct the Contractor to conduct alternative sampling in lieu of the parameters described in subsection B2, if the situation warrants. The substitute sampling parameters shall be of equal or lesser monetary value than those described in subsection B2, as determined by industry laboratory pricing standards.
- 9. Only dedicated sampling equipment may be used to collect these samples. All equipment involved in field sampling must be decontaminated before being brought to the sampling location, and must be properly disposed after use.
- 10. Soils exceeding any of the hazardous characteristic criteria meet the legal definition of hazardous soils (rather than non-hazardous contaminated soils) and shall be transported or disposed of under Item 8.01 H Handling, Transporting and Disposal of Hazardous Soils. All analyses must be done by a laboratory that has received approval from the ELAP for the methods to be used. The Contractor must specify the laboratory in the MHP.

#### 8.01 C2.2 METHOD OF MEASUREMENT

Quantities for samples shall be measured as the number of sets of samples that are tested. A set shall be defined as one (1) composite sample analyzed for the full range of parameters as specified in subsection B2.

#### 8.01 C2.3 PRICE TO COVER

The unit price bid per set for Item 8.01 C2 shall include the cost of furnishing all labor materials, plant, equipment, and insurance necessary for sampling, handling, transporting, testing, documentation, fees, permits and any other incidentals necessary to complete the work as specified herein for sampling and testing of contaminated/potentially hazardous soil.

Payment will be made under:

ITEM NUMBER	ITEM	PAYMENT UNIT
8.01 C2	Sampling and Testing of Contaminated/ Potentially Hazardous Soil for Disposal Parameters	Set

#### ITEM 8.01 H HANDLING, TRANSPORTING, AND DISPOSAL OF HAZARDOUS SOILS

#### 8.01 H.1 WORK TO INCLUDE

General: This work shall consist of the handling, transportation and disposal of soils or materials that are listed as hazardous wastes or exhibit any of the characteristics of a hazardous waste, namely ignitability, corrosivity, reactivity, and toxicity, as defined in 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261. For the purpose of this specification, soils shall be defined as any materials excavated below the pavement and base for pavement.

Contaminated soils determined to be hazardous under Item 8.01 C2 shall be handled, transported, and disposed of under Item 8.01 H in accordance with the specifications herein.

The independent Environmental Consultant retained by the Contractor, as specified under Item 8.01 S – Health and Safety, shall conduct sampling and analysis of above soils to determine which soils are hazardous.

All work under Item 8.01 H shall be performed under the direct supervision of the Contractor's Environmental Consultant, as approved by the Program Administration, Engineering Support Services (ESS).

The Contractor shall ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of hazardous materials are in compliance with the applicable Federal, State, and Local statutes and regulations.

The Contractor shall document the excavation, handling, sampling, and testing, transportation and disposal of hazardous soils. The City shall be listed in the disposal documents as the waste generator.

The Contractor shall supply all equipment, material and labor required to conduct the specified work of this section.

The Contractor shall ensure that all operations associated with the handling, sampling, loading, transportation and disposal of hazardous soils are conducted in a manner to protect site personnel, the public and the environment, in accordance with all applicable Federal, State, and Local laws and regulations.

The Contractor shall decontaminate all equipment prior to its removal from the exclusion zone and/or following contact with hazardous materials, as detailed in Item 8.01 S - Health and Safety. Water generated during the decontamination process shall be disposed of under Item 8.01 W1 - Removal, Treatment and Discharge/Disposal of Contaminated Water.

- A. <u>Material Handling Plan</u>: Within forty-five (45) calendar days after award of Contract, the Contractor shall submit to the Program Administration, ESS for review, a Material Handling Plan (MHP). The MHP must be approved by the Program Administration, ESS, prior to the Contractor's commencement of work. The MHP shall, at a minimum, consist of:
  - 1. The Contractor's procedures for identifying contaminated/potentially hazardous soils during excavation, including instrumentation and calibration procedures to be used.
  - 2. The Contractor's procedures for safely handling hazardous soils or soils which have not yet been tested but are believed to be potentially hazardous.
  - 3. Identification of the Contractor's proposed waste transporter(s). This information shall include:
    - a. Name and waste transporter permit number

- b. Address
- c. Name of responsible contact for the hauler
- d. Telephone number for the contact
- e. Any and all necessary permit authorizations for each type of waste transported
- f. Previous experience in performing the type of work specified herein
- 4. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures could include, but are not limited to, agreements from the intended disposal or treatment facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility or the use of off-site stockpiling locations approved by the DEC.
- 5. A backup facility, should the staging/stockpile areas become unavailable, insufficient in area or not be present by some other unforeseen difficulty.
- 6. Identification of the Contractor's two proposed United State Environmental Protection Agency (EPA) or DEC approved RCRA TSD facilities for hazardous soils.
- 7. The Contractor shall submit the following information prior to any transportation of soils regarding the temporary and final off-site TSD or facilities where it is proposing to take hazardous soils. The expense of furnishing all information will be included in the Contractor's bid price:
  - a. General Information
    - (1) Facility name and the EPA identification number
    - (2) Facility location
    - (3) Name of responsible contact for the facility
    - (4) Telephone number for contact
    - (5) Signed letter of agreement to accept waste as specified in this contract
    - (6) Signed letter of agreement with a TSD for disposal of waste that may not be land-disposed
    - (7) Unit of measure utilized at each facility for costing purposes
  - b. A listing of all permits, licenses, letters of approval, and other authorizations to operate, which are currently held and valid for the proposed facility as they pertain to receipt and management of wastes derived from this Contract.
  - c. A listing of all permits, licenses, letters of approval, and other authorizations to operate which have been applied for by the proposed facility.
  - d. The Contractor shall specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste. The Contractor shall identify the capacity available in the units and the capacity reserved for the subject waste.
  - e. The Contractor shall provide the date of the proposed facility(ies) last compliance inspection under RCRA.

- f. A list of all active (unresolved) compliance orders, agreements, enforcement notices or notices of violations issued to the proposed facility shall be approved. The source and nature of the cause of violation shall be stated, if known.
- 8. Description of all sampling and analyses that will be needed to obtain disposal facility approval.

#### 8.01 H.2 MATERIALS

- A. Containers shall be watertight as required in the DOT regulations and must meet all applicable regulations including but not limited to those in Attachment 2.
- B. Polyethylene (20 mil. thickness minimum) to be placed under and (10 mil. thickness minimum) over soil piles. If soils are placed in drums, polyethylene must be placed over the drums.

#### 8.01 H1.3 CONSTRUCTION DETAILS

#### A. Material Handling

- 1. The Contractor shall institute procedures to protect site personnel and the public from the non-hazardous and hazardous materials as described in Section 8.01 S Health and Safety.
- 2. The Contractor shall handle hazardous soil as approved in the MHP.
- 3. Stockpiled materials at the temporary TSD facility shall be handled according to the facility requirements but at a minimum: shall be drummed or placed on and covered with polyethylene to protect against erosion and leaching into surrounding soils, the stockpile area shall be graded for positive drainage away from the pile, and shall be labeled while being held for sampling prior to permanent disposal.
- 4. Provide any dewatering that is necessary to complete the work. Water shall be disposed of in accordance with Item 8.01 W1 Removal, Treatment and Discharge/Disposal of Contaminated Water.

#### B. Off-Site Transportation and Disposal

1. The Contractor shall furnish all labor, equipment and supplies required to transport hazardous materials from the work area to the off-site TSD facility(ies) and to acquire any other items and services required for transporting hazardous materials for storage and/or disposal at an approved off-site facility.

#### 2. Weight Measurement

- a. The Contractor shall submit the name and location of the facility where an off-site scale is located. The Contractor shall also submit a plan to the DDC for review outlining procedures on controlling trucks leaving the work site and on-route to the off-site scale. The Contractor shall be responsible for tracking all materials/vehicles from the site to the off-site scale.
- b. The Contractor shall provide to the DDC certified tare and gross weight slips for each load received at the accepted facility which shall be attached to each returned manifest.

#### 3. General

- a. Manifests: The Contractor shall organize and maintain the material shipment records/manifests required by law.
- b. The Contractor shall coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule. The schedule shall be compatible with the availability of equipment and personnel for material handling at the job site.
- c. The Contractor shall inspect all vehicles leaving the project site to ensure that hazardous soils adhering to the wheels or under carriage are removed prior to the vehicle leaving the site.
- d. The Contractor shall obtain letters of commitment from the waste haulers and the TSD facility to haul and accept shipments. The letter shall indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed as necessary.

#### 4. Hauling

- a. The Contractor shall not deliver waste to any facility other than the TSD facility(ies) listed on the shipping manifest.
- b. The Contractor shall coordinate manifesting, placarding, of shipments, and vehicle decontamination. All quantities shall also be measured and recorded upon arrival at the TSD facility. If any deviation between the two records occurs, the matter is to be reported immediately to the DDC and to be resolved by the Contractor to the satisfaction of the DDC.
- c. The Contractor shall be held responsible, at its own expense, for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site.
- d. The Contractor shall ensure that trucks are protected against contamination by properly covering and lining them with compatible material (such as polyethylene) or by decontaminating them prior to any use other than hauling hazardous materials.
- e. The Contractor shall be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.
- f. The Contractor shall only use the transporter(s) identified in the MHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from the DEC may transport this material. Any use of substitute or additional transporters must have previous written approval from the DDC at no additional cost to the City.
- g. The Contractor shall develop, document, and implement a policy for accident prevention.
- h. The Contractor shall not combine hazardous materials from other projects with material from this project.
- The Contractor shall obtain for the City an EPA hazardous waste generator identification number and a representative of Program Administration, ESS will review and sign the manifest as the generator.

j. No materials shall be transported until approved by the DDC.

#### 5. Off-Site Disposal

- a. The Contractor shall be responsible for acceptance of the materials at an approved TSD facility, for ensuring that the facility is properly permitted to accept the stated materials, and that the facility provides the stated storage and/or disposal services.
- b. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The Contractor is responsible for making the necessary arrangements to utilize the facility(ies), and the alternate facility(ies) must be approved in writing by the DDC in the same manner and with the same requirements as for the original facility(ies). This shall be done with no extra cost or delay to the City.
- c. The Contractor shall submit all results and weights to the DDC.
- d. The Contractor is responsible to pay all fees associated with the generation and disposal of all excavated hazardous waste. These fees include, but are not limited to, the New York State Department of Finance and Taxation (DFT) quarterly fees for hazardous waste and the New York State DEC annual hazardous waste regulatory fee program. The Contractor shall submit a copy of proof of payment to the DDC and Program Administration, ESS.
- 6. Equipment and Vehicle Decontamination

The Contractor shall design and construct a portable decontamination station to be used to decontaminate equipment and vehicles exiting from the exclusion zone. The cost for this work shall be paid under Item 8.01 S - Health and Safety. Disposal of decontamination liquids is described under Item 8.01 W1 - Removal, Treatment and Discharge/Disposal of Contaminated Water.

#### 7. Record Keeping

The Contractor shall obtain manifest forms, and complete the shipment manifest records required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight. Copies of each manifest shall be submitted to the DDC within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. Any manifest discrepancies shall be reported immediately to the DDC and be resolved by the Contractor to the satisfaction of the DDC.

#### 8.01 H.4 METHOD MEASUREMENT

Quantities for hazardous soil shall be measured in tons satisfactorily delivered to the treatment, storage or disposal facility. The tonnage will be determined by off-site truck scales, as per subsection 8.01 H1.3.B.2, that are capable of generating load tickets.

#### 8.01 H.5 PRICE TO COVER

A. The unit price bid per ton for Item 8.01 H shall include the cost of furnishing all labor, materials, plant, equipment, and insurance for excavation, handling, transportation, disposal, documentation, permits, fees, taxes, stockpiling, hauling, and any other incidentals necessary to

- complete the work as specified herein for handling, transporting and disposal of hazardous soils.
- B. Final disposal of non-hazardous materials shall be paid for under Item 8.01 C1 Handling, Transporting and Disposal of Non-Hazardous Soils. Disposal of decontamination water shall be paid under Item 8.01 W1 Removal, Treatment and Discharge/Disposal of Contaminated Water.
- C The independent Environmental Consultant shall be paid under Item 8.01 S Health and Safety.
- D. Backfill will be paid for under its respective item.

Payment will be made under:

ITEM NUMBER	ITEM	PAYMENT UNIT
8.01 H	Handling, Transporting, and Disposal of Hazardous Soils	Tons

#### ITEM 8.01 S HEALTH AND SAFETY

#### 8.01 S.1 WORK TO INCLUDE

#### Health and Safety Requirements

#### A. Scope of Work

It is the Contractor's responsibility to stage and conduct his work in a safe manner. The Contractor shall implement a Health and Safety Plan (HASP) for contaminated/hazardous soil intrusive activities as set forth in Occupational Safety and Health Administration (OSHA) Standards 1910.120 and 1926.650-652. The Contractor shall ensure that all workers have at a minimum hazard awareness training. The Contractor shall segregate contaminated work area in secured exclusion zones. These zones shall limit access to Contractor personnel specifically trained to enter the work area. The exclusion zone shall be set up to secure the area from the public and untrained personnel. The project health and safety program shall apply to all construction personnel including persons entering the work area. In addition, the Contractor shall protect the public from on-site hazards, including subsurface contaminants associated with on-site activities. The HASP shall be signed off by a Certified Industrial Hygienist and reviewed by Program Administration, Engineering Support Services (ESS).

#### Work shall include, but not be limited to:

- 1. Implementation of a baseline medical program.
- 2. Providing safety equipment and protective clothing for site personnel, including maintenance of equipment on a daily basis; replacement of disposable equipment as required; decontamination of clothing, equipment and personnel; and providing all other health and safety measures.
- 3. Providing, installing, operating and maintaining on-site emergency medical first aid equipment as specified in this section for which payment is not provided under other pay items in this Contract.
- 4. Providing, installing, operating, maintaining and decommissioning all equipment and personnel decontamination facilities specified within this section, including, but not limited to, the decontamination pad, decontamination water supply, decontamination water collection equipment and all other items and services required for the implementation of the health and safety requirements for which pay items are not provided elsewhere in this Contract.
- 5. Provide the minimum health and safety requirements for excavation activities within the limits of this Contract.
- 6. Implement and enforce a HASP: The HASP as presented in these specifications is dynamic with provisions for change to reflect new information, new practices or procedures, changing site environmental conditions or other situations which may affect site workers and the public. The HASP will also address measures for community protection, accident prevention, personnel protection, emergency response/contingency planning, air monitoring, odor control and hazardous chemicals expected on site. Providing a Confined Space Entry Program as defined in the Occupational Safety and Health Act, Confined Space Entry Standard, 29 CFR 1910.146.

#### B. Environmental Consulting Services

The Contractor shall retain an independent Environmental Consultant to obtain all permits and perform all field screening, air monitoring, community air monitoring, soil sampling, and health and safety services. The independent Environmental Consultant shall at a minimum provide documentation to the Program Administration, ESS demonstrating the minimum requirements as set forth below:

- 1. The independent Environmental Consultant project supervisor on site and other designated key personnel shall have a minimum of three (3) years experience in the environmental field dealing with issues associated with contaminated soils. Such experience shall include oversight on environmental, specifically volatile organic compound and dust monitoring services as a routine part of its daily operations.
- 2. The independent Environmental Consultant must be experienced in work of this nature, size, and complexity and must have previous experience in working with the DEC.
- 3. The independent Environmental Consultant shall furnish a project listing identifying the location, nature of services provided, owner, owner's contact, contact's telephone number, project duration and value for at least five (5) projects within the last three (3) years.
- 4. If conditions within the exclusion zone are deemed hazardous, then the Contractor and its independent Environmental Consultant shall ensure that all personnel working within identified exclusion zones and/or involved (direct contact) with the handling, storage or transport of hazardous and contaminated materials shall have completed a minimum of forty (40) hours of Health and Safety Training on Hazardous Waste Sites in accordance with 29 CFR 1910.120(e). The training program shall be conducted by a qualified safety instructor. If conditions in the exclusion zone are deemed to be non-hazardous, the independent Environmental Consultant shall provide site specific training.
- 5. The Contractor shall ensure that on-site management and supervisors directly responsible for or who supervise employees engaged in hazardous waste operations shall receive the training specified in above and at least eight (8) additional hours of specialized training on managing such operations at the time of job assignment.

#### C. Submittals

- 1. The Contractor shall submit, within forty-five (45) calendar days after the contract award, a written HASP as specified herein, to Program Administration, ESS for review and comment. The Contractor shall make all necessary revisions required by Program Administration, ESS and resubmit the HASP to the Program Administration, ESS for acceptance. Start-up work for the project will not be permitted until written acceptance has been issued by the Program Administration, ESS.
- 2. Daily safety logs shall be maintained by the Contractor and shall be submitted to the DDC either on request or on completion of the work. Training logs shall be maintained by the Contractor and submitted to the DDC either on request or on completion of the work. Daily logs on air monitoring during excavation activities shall be prepared and maintained by the Contractor and submitted to the DDC either on request or upon completion of the work.
- 3. A closeout report shall be submitted by the Contractor to the DDC upon completion of the work within the defined exclusion zones. This report shall summarize the daily safety and monitoring logs and provides an overview of the Contractor's performance

- regarding environmental and safety issues. The report shall carefully document all areas where contamination has been found including pictures, addresses of locations, and potential sources.
- 4. Medical Surveillance Examinations: The Contractor shall submit to the DDC the name, office address and telephone number of the medical consultant utilized. Evidence of baseline medical examinations together with the evidence of the ability to wear National Institute for Occupational Safety and Health (NIOSH) approved respirators (as specified in American National Standards Institute (ANSI) Z88.6) shall be provided to the DDC for all construction personnel who are to enter the exclusion zones.
- 5. Accident Reports: All accidents, spills, or other health and safety incidents shall be reported to the DDC.

#### D. Health and Safety Plan

The HASP shall comply with OSHA regulations 29 CFR 1910.120/1926.65. This document shall at a minimum contain the following:

- 1. Description of work to be performed
- 2. Site description
- 3. Key personnel
- 4. Worker training procedures
- 5. Work practices and segregation of work area
- 6. Hazardous substance evaluation
- 7. Hazard assessment
- 8. Personal and community air monitoring procedures and action levels
- 9. Personal protective equipment
- 10. Decontamination procedures
- 11. Safety rules
- 12. Emergency procedures
- 13. Spill control, dust control, vapor/odor suppression procedures
- 14. Identification of the nearest hospital and route
- 15. Confined space procedures
- 16. Excavation safety procedures

#### 8.01 S.2 MEASUREMENT

#### Health and Safety Requirements

A. 25% of the lump sum price will be paid when the following items are implemented or mobilized:

Medical surveillance program

Health and safety training

Health and safety plan

Environmental and personnel monitoring

Instrumentation

Spill control

Dust control

Personnel and equipment decontamination facilities

Personnel protective clothing

Communications

Mobilization

- B. 50% will be paid in proportional monthly amounts over the period of work.
- C 25% will be paid when the operation is demobilized and removed from the project site.

#### 8.01 S.3 PRICE TO COVER

#### Health and Safety Requirements

The lump sum price bid for the health and safety requirements shall include all labor, materials, equipment, and insurance necessary to complete the work in accordance with these specifications. The price bid shall include, but not be limited to, the following:

- A. Providing training, safety personnel, air monitoring and medical examinations as specified.
- B. Providing safety equipment and protective clothing for site personnel, including maintenance of equipment on a daily basis; replacement of disposable equipment as required; decontamination of clothing, equipment and personnel; and all other health and safety activities or costs not paid for under other pay items in this Contract.
- C. Providing, installing, operating and maintaining on-site emergency medical and first aid equipment. This includes all furnishings, equipment, supplies and maintenance of all medical equipment, and all other health and safety items and services for which payment is not provided under other pay items in this Contract.
- D. Providing, installing, operating, maintaining, and decommissioning all personnel and equipment decontamination facilities, including decontamination pad, decontamination water supply, and all other items and services required for the implementation of the health and safety requirements for which pay items are not provided elsewhere in this Contract. Vehicle decontamination pads shall be included in the price of this item. Disposal of decontamination fluid shall be paid for under Item 8.01 W1 Removal, Treatment and Discharge/Disposal of Contaminated Water.

#### E. Spill Control

- 1. Payment shall account for furnishing, installing, and maintaining all spill control equipment and facilities. Payment will include equipment and personnel to perform emergency measures required to contain any spillage and to remove spilled materials and soils or liquids that become contaminated due to spillage during work within the exclusion zones and handling of excavated soils and liquids from these areas. This collected spill material will be properly disposed of.
- 2. Payment under this item shall not include testing, handling, transportation or disposal of petroleum-contaminated/potentially hazardous soils excavated during construction. The price for this work will be paid for under Items 8.01 C1 Handling, Transporting and Disposal of Non-Hazardous Contaminated Soils, 8.01 C2 Sampling and Testing of Contaminated/Potentially Hazardous Soil for Disposal Parameters or 8.01 H Handling, Transporting and Disposal of Hazardous Soils, as appropriate.

#### F. <u>Dust Control</u>

Payment shall account for furnishing, installing, and maintaining dust control equipment and facilities to be used whenever applicable dust levels are exceeded. Payment will include all necessary labor, equipment, clean water, foam, and all other materials required by the Dust Control Plan. The DOH Community Air Monitoring Plan (CAMP) may be used as guidance.

#### G. <u>Vapor/Odor Suppression</u>

Payment shall account for furnishing, installing and maintaining vapor/odor control equipment and facilities to be used whenever organic vapor monitoring or the presence of odors indicates that vapor suppression is required to protect workers or the public. Payment will include all necessary labor, equipment, clean water, foam and all other materials required by the Vapor/Odor Suppression Plan.

#### H. Mobilization/Demobilization

#### 1. Mobilization

Payment shall include but not be limited to:

- a. All work required to furnish, install and maintain all signs, fencing, support zone facilities, parking areas and all temporary utilities;
- b. All work required to furnish, install, and maintain an office space with phone and utilities for health and safety personnel;
- c. All work required for complete preparation of lay down area for roll-off containers, including sampling, and any required fencing;
- d. All direct invoiced cost from bonding companies and government agencies for permits and costs of insurance; and
- e. All other items and services required for mobilization and site preparation.

#### 2. Demobilization

Payment shall include but not be limited to: All work required to sample the area; remove from the site all equipment, temporary utilities and supporting facilities; performance of necessary decontamination and repairs; disposal of disposable equipment and protective gear and other items and services required for complete demobilization.

Payment will be made under:

ITEM NUMBER	ITEM	PAYMENT UNIT
8.01 S	Health and Safety	Lump Sum

# ITEM 8.01 W1 REMOVAL, TREATMENT AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER

#### 8.01 W1.1 WORK TO INCLUDE

General: This work shall consist of the proper removal and disposal of all contaminated groundwater and decontamination water generated during construction operations. The Contractor shall be solely responsible for the proper disposal or discharge of all contaminated water generated at the job site. The Contractor will have the option of treating water on-site for discharge to the combined sanitary/storm sewer system or removing contaminated water for off-site disposal. The Contractor shall be responsible to choose a method compatible to the construction work and shall be compensated on a per day basis regardless of method employed. The Contractor will be compensated for only those days where the system is in full operation.

The Contractor shall retain a dewatering/water treatment Specialist (hereinafter the "Specialist") and laboratory as specified under Item 8.01 W2 – Sampling and Testing of Contaminated Water, to conduct any testing that may be required for disposal of impacted water.

The dewatering/water treatment Specialist is responsible to obtain all permits; perform all water sampling, testing; and provide ancillary services related to dewatering and water treatment. The Specialist shall at a minimum provide documentation to the Program Administration, Engineering Support Services (ESS) demonstrating the minimum requirements as set forth below:

- 1. The Specialist shall demonstrate that it has, at a minimum, three (3) years experience in the design of dewatering plans. The Specialist should demonstrate expertise dealing with issues associated with contaminated water. During that three (3) year period, the Specialist shall demonstrate that it provided dewatering and water treatment systems as a routine part of its daily operations.
- 2. The Specialist must be experienced in work of this nature, size, and complexity and must have previous experience in working with the DEC.
- 3. The Specialist shall furnish a project listing identifying the location, nature of services provided, owner, owner's contact, contact's telephone number, project duration and value for at least five (5) projects within the last three (3) years of a similar nature, size, and complexity to this one.
- 4. If conditions within the exclusion zone are deemed hazardous, then the Contractor and its independent Environmental Consultant shall ensure that all personnel working within identified exclusion zones and/or involved (direct contact) with the handling, storage or transport of hazardous and contaminated material shall have completed a minimum of forty (40) hours of Health and Safety Training on Hazardous Waste Sites in accordance with 29 CFR 1910.120(e). The training program shall be conducted by a qualified safety instructor. If conditions in the exclusion zone are deemed to be non-hazardous, the Specialist shall be responsible to provide site-specific training to its employees and other affected personnel.
- 5. The Contractor shall ensure that on-site management and supervisors directly responsible for or who supervise employees engaged in hazardous waste operations shall receive the training specified in above and at least eight (8) additional hours of specialized training on managing such operations at the time of job assignment.

The Contractor shall document all operations associated with the handling, sampling and disposal of contaminated water, and ensure that they are in compliance with applicable Federal, State and Local statutes and regulations.

The Contractor shall supply all labor, equipment, transport, plant, material, treatment, and other incidentals required to conduct the specified work of this section.

If water will be disposed of into the combined sanitary/storm sewer system, the Contractor shall ensure the Specialist treats the water to comply with the New York City Department of Environmental Protection (DEP) Sanitary/Combined and Storm Sewer Effluent Limit concentrations prior to discharge. The Contractor is responsible for providing settling or filtering tanks and any other apparatus required by DEP. Alternatively, the Contractor can provide a plan for transport and disposal at an off-site waste disposal facility.

Within forty-five (45) calendar days after award of Contract, the Contractor shall submit to the Program Administration, ESS for review, a Water Handling Plan (WHP). The WHP must be approved by the Program Administration, ESS, prior to the Contractor's commencement of work. The minimum requirements for the WHP are specified herein Item 8.01W 1.2, for each type of disposal (disposal into the combined sanitary/storm sewer or off-site disposal). The Contractor shall maintain a complete, up to date copy of the WHP on the job site at all times.

#### 8.01 W1.2 CONSTRUCTION DETAILS

For each disposal method the Contractor proposes to utilize (disposal to combined sanitary/storm sewer or off-site disposal), the WHP shall include the information required in paragraphs A and B below, as appropriate.

- A. On-site treatment and discharge into New York City combined sanitary/storm sewers.
  - 1. Regulations: The Contractor shall comply with all applicable regulations. This includes but may not be limited to:
    - Title 15-New DEP Sewer Use Regulations.
  - 2. Permits: The Contractor is solely responsible to obtain all necessary and appropriate Federal, State and Local permits and approvals. The Contractor will be responsible for performing all and any system pilot tests required for permit approval. This includes but may not be limited to:
    - a. Industrial waste approval for the New York City sewer system.
    - b. Groundwater discharge permit for the New York City sewer system (DEP Division of Sewer Regulation and Control), if discharge to sewer exceeds 10,000 gallons per day.
    - c. The Contractor shall comply with DEC State Pollutant Discharge Elimination System (SPDES) Permit Number GP-0-10-001, General Permit for Stormwater Discharges.
    - d. Long Island well point permit for Brooklyn and Queens sites, if well points are used for dewatering.
    - e. Wastewater quality control application, DEP.
  - 3. The WHP for this portion of the work shall include at a minimum:

- a. Identification and design of Contractor's proposed treatment to assure that the water meets the DEP sewer use guidelines prior to discharge to the sewer, including identification of all materials, procedures, settling or filtering tanks, filters and other appurtenances proposed for treatment and disposal of contaminated water.
- b. The name, address and telephone number of the contact for the Contractor's proposed chemical laboratory, as well as the laboratory's certifications under Federal, State or non-governmental bodies.
- c. The name, address and telephone number of the contact for the Contractor's proposed independent Environmental Consultant.
- d. Copies of all submitted permit applications and approved permits the Contractor have received.

#### 4. Materials

The Contractor shall supply all settling or filtering tanks, pumps, filters, treatment devices and other appurtenances for treatment, temporary storage and disposal of contaminated water. All equipment shall be suitable for the work described herein.

#### 5. Execution

- a. The Contractor is solely responsible for disposal of all water, in accordance with all Federal, State and Local regulations.
- b. The Contractor is solely responsible for any treatment required to assure that water discharged into the sewer is in compliance with all permits and Federal, State and Local statutes and regulations.
- c. The Contractor is solely responsible for the quality of the water disposed of into the sewers.
- d. The Contractor is responsible for sampling and testing of water for the DEP Sanitary/Combined and Storm sewer Effluent Limit concentrations. The quality of the data is the Contractor's responsibility. Any sampling and testing shall be conducted and paid in accordance with Item 8.01 W2 Sampling and Testing of Contaminated Water.
- e. The Contractor shall be responsible to maintain the discharge rate to the sewer such that all permit requirements are met, the capacity of the sewer is not exceeded and no surcharging occurs downstream due to the Contractor's actions. Dewatering by means of well points or deep wells will not be allowed in the Boroughs of Brooklyn or Queens where the rate of pumping exceeds forty-five (45) gallons per minute unless the appropriate permit has been secured from the DEC.

#### f. Disposal of Treatment Media

- (1) The Contractor shall be responsible for disposal or recycling of treatment media in accordance with all Federal, State and Local regulations.
- (2) The Contractor shall provide the DDC with all relevant documentation concerning the disposal of treatment media, including manifests, bills of

lading, certificates of recycling or destruction and other applicable documentation.

(3) Disposal of treatment media shall not be considered as a separate pay item; instead it shall be considered as incidental work thereto and included in the unit price bid.

#### B. Off-Site Disposal

- 1. Regulations: The Contractor shall conform to all applicable Federal, State and Local regulations pertaining to the transportation, storage and disposal of any hazardous and/or non-hazardous materials as listed in Attachment 2.
- 2. The following shall be submitted to the DDC prior to initiating any off-site disposal:
  - a. (1) Name and waste transporter permit number
    - (2) Address
    - (3) Name of responsible contact for the hauler
    - (4) Any and all necessary permit authorizations for each type of waste transported
    - (5) Previous experience in performing the type of work specified herein
  - b. General information for each proposed treatment/disposal facility and at least one backup treatment/disposal facility
    - (1) Facility name and EPA identification number
    - (2) Facility location
    - (3) Name of responsible contact for the facility
    - (4) Telephone number for contact
    - (5) Unit of measure utilized at facility for costing purposes
  - c. A listing of all permits, licenses, letters of approval and other authorizations to operate, which are currently held and valid for the proposed facility as they pertain to receipt and management of the wastes derived from this Contract.
  - d. A listing of all permits, licenses, letters of approval and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued. Provide dates of application(s) submitted. Planned submittals shall also be noted.
  - e. The Contractor shall specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste and provide dates of construction and beginning of use, if applicable. Drawings may be provided. The Contractor shall identify the capacity available in the units and the capacity reserved for the subject waste.
  - f. The Contractor shall provide the date of the proposed facility's last compliance inspection.

- g. A list of all active (unresolved) compliance orders, agreements, enforcement notices or notices of violations issued to the proposed facility shall be submitted. The source and nature of the cause of violation shall be stated, if known. If groundwater contamination is noted, details of the facility's groundwater monitoring program shall be provided.
- h. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

#### 3. Materials

All vessels for temporary storage and transport to an off-site disposal facility shall be as required in DOT regulations.

#### 4. Execution

#### General

- (1) The Contractor shall organize and maintain the material shipment records/manifests required by Federal, State and Local law. The Contractor shall include all bills of lading, certificates of destruction, recycling or treatment and other applicable documents.
- (2) The Contractor shall coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule. The schedule shall be compatible with the availability of equipment and personnel for material handling at the job site.
- (3) The Contractor shall inspect all vehicles leaving the project site to ensure that contaminated liquids are not spilling and are contained for transport.
- (4) The Contractor shall obtain letters of commitment from the waste haulers and the treatment, disposal or recovery facility to haul and accept shipment. The letter shall indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed as necessary.
- (5) The Contractor shall verify the volume of each shipment of water from the site.
- (6) The Contractor is responsible for sampling and testing of water for off-site disposal. The quality of the data is the Contractor's responsibility. Any sampling and testing shall be conducted and paid in accordance with Item 8.01 W2 – Sampling and Testing of Contaminated Water.
- (7) The Contractor shall be responsible for any additional analyses required by the TSD facility, and for the acceptance of the water at an approved TSD facility.

#### b. Hauling

(1) The Contractor shall not deliver waste to any facility other than the TSD facility(ies) listed on the shipping manifest.

- (2) The Contractor shall coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities shall also be measured and recorded upon arrival at the TSD facility(ies). If any deviation between the two records occurs, the matter is to be reported immediately to the DDC and shall be resolved by the Contractor to the satisfaction of the DDC.
- (3) The Contractor shall be held responsible for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site. This cleanup shall be accomplished at the Contractor's expense.
- (4) The Contractor shall be responsible for inspecting the access routes for road conditions, overhead clearance and weight restrictions.
- (5) The Contractor shall only use the transporter(s) identified in the WHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from DEC may transport this material. Any use of substitute or additional transporters must have previous written approval from the DDC at no additional cost to the City.
- (6) The Contractor shall develop, document, and implement a policy for accident prevention.
- (7) The Contractor shall not combine waste materials from other projects with material from this project.
- (8) The Contractor shall obtain for the City a hazardous waste generator identification number and will sign the manifest as the generator, if necessary.
- (9) No material shall be transported until approved by the DDC.

#### c. Disposal Facilities

- (1) The Contractor shall use only the TSD facility(ies) identified in the WHP for the performance of the work. Substitutions or additions shall not be permitted without prior written approval from the Program Administration, ESS, and, if approved, shall be at no extra cost to the City.
- (2) The Contractor shall be responsible for acceptance of the material at an approved TSD facility, for ensuring that the facility is properly permitted to accept the stated material, and that the facility provides the stated storage and/or disposal services.
- (3) The DDC reserves the right to contact and visit the disposal facility and regulatory agencies to verify the agreement to accept the stated material and to verify any other information provided. This does not in any way relieve the Contractor of his responsibilities under this Contract.
- (4) In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The Contractor is responsible for making the necessary arrangements to utilize the facility(ies), and the alternate facility(ies) must be

approved in writing by the DDC in the same manner and with the same requirements as for the original facility(ies). This shall be done with no extra cost or delay to the City.

- d. Equipment and Vehicle Decontamination
  - (1) The Contractor shall design and construct a portable decontamination station to be used to decontaminate equipment and vehicles exiting the exclusion zone. The cost for this work shall be paid under Item 8.01 S Health and Safety.

#### 8.01 W1.3 METHOD OF MEASUREMENT

The quantity for on-site treatment and discharge or off-site disposal shall be on a per day basis.

#### 8.01 W1.4 PRICE TO COVER

- A. The per day price bid for Item 8.01 W1 shall include the cost of furnishing all labor, materials, plant, equipment, and insurance for handling, transportation, disposal, documentation, permits, hauling, mobilization and demobilization, and any other incidentals thereto to complete the work.
- B. The Contractor will not be paid for water that is within the DEP Sewer Discharge Limits.

Payment will be made under:

ITEM NUMBER	ITEM	PAYMENT UNIT
8.01 W1	Removal, Treatment and Disposal/Discharge of Contaminated Water	Day

#### ITEM 8.01 W2 SAMPLING AND TESTING OF CONTAMINATED WATER

#### 8.01 W2.1 WORK TO INCLUDE

#### A. Description

The work shall consist of sampling and testing of potentially contaminated groundwater, surface runoff within the excavated area and all contaminated water generated during the decontamination process.

#### B. Sampling and Testing

- 1. The Contractor is responsible, at a minimum, for sampling and testing of contaminated water for the DEP Sanitary/Combined and Storm Sewer Effluent Limit concentrations as listed in Attachment 1. The quality of the data is the Contractor's responsibility. Any additional testing required by the Federal, State and/or disposal facilities shall be included in the bid price of this Item.
- 2. All sampling and testing shall be conducted by a person trained in sampling protocols using accepted standard practices and/or the DEC sampling guidelines and protocols.
- 3. All sample containers shall be marked with legible sample labels which shall indicate the project name, sample location and/or container, the sample number, the date and time of sampling, preservatives utilized, how the sample was chilled to 4 degrees Celsius, and other information that may be useful in determining the character of the sample.
- 4. Chain-of-custody shall be tracked from laboratory issuance of sample containers through receipt of the samples.
- 5. The Contractor shall maintain a bound sample log book. The Contractor shall provide the DDC access to it at all times and shall turn it over to the DDC in good condition at the completion of the work. The following information, as a minimum, shall be recorded to the log:
  - a. Sample identification number
  - b. Sample location
  - c. Field observation
  - d. Sample type
  - e. Analyses
  - f. Date/time of collection
  - g. Collector's name
  - h. Sample procedures and equipment used
  - i. Date sent to laboratory/name of laboratory
- 6. Only dedicated sampling equipment may be used to collect these samples. All equipment involved in field sampling must be decontaminated before being brought to the site, and must be properly disposed of after use.

- 7. Samples shall be submitted to the Contractor's laboratory within the holding times for the parameters analyzed.
- 8. All analyses must be done by a laboratory that has received approval from the DOH's ELAP for the methods to be done. The Contractor must specify the laboratory in the WHP.
- 9. Analytical results for water discharged to the sewer and for off-site disposal must be submitted to the DDC no later than five (5) days after sample collection.
- 10. The City reserves the right to direct the Contractor to conduct alternative sampling in lieu of the parameters described above, if the situation warrants. The substitute sampling parameters shall be of equal or lesser monetary value than those described above, as determined by industry laboratory pricing standards.

#### 8.01 W2.2 METHOD OF MEASUREMENT

Quantities for samples shall be measured as the number of sets of samples that are tested for the DEP Sanitary/Combined and Storm Sewer Effluent Limit concentrations. A set shall be defined as one (1) representative sample analyzed for the full range of DEP parameters as specified in attachment 1.

#### 8.01 W2.3 PRICE TO COVER

The unit price bid per set for Item 8.01 W2 shall include the cost of furnishing all labor, materials, plant, equipment, and insurance for handling, transport, sampling, testing, documentation, permits, other incidentals necessary to complete the work of sampling and testing of contaminated water. Any additional costs incurred by the Contractor for sampling and testing of contaminated water shall be included in the bid price of this Item.

Payment will be made under:

ITEM NUMBER	ITEM	PAYMENT UNIT
8.01 W2	Sampling and Testing of Contaminated Water	Set

# **ATTACHMENT 1**

New York City Department of Environmental Protection

Limitations for Discharge To Storm, Sanitary/Combined Sewer

# NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF WASTEWATER TREATMENT

# Limitations for effluent to storm, sanitary or combined sewers

Parameter	Daily Limit	Units	Sample Type	Monthly Limit
Oil & Grease	15	mg/l	Instantaneous	
Total Petroleum Hydrocarbons	50	mg/l	Instantaneous	
pH Range (Storm sewer)	6.5-8.5	SU's	Instantaneous	
(Sanitary sewer)	5-11			
Benzene	134	ppb	Instantaneous	57
Ethyl benzene	380	ppb	Instantaneous	142
Toluene	74	ppb	Instantaneous	28
Xylenes Total	74	ppb	Instantaneous	28
Temperature	< 150	°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	
Flash Point	> 140	°F	Instantaneous	
Total Suspended Solids	350	ppm	Instantaneous	
PCB's Total*	1	ppb	Composite	
Perc (Tetrachloroethylene)	20	ppb	Instantaneous	
MTBE (Methyl-Tert-Butyl-Ether)	10	ppb	Instantaneous	10
Naphthalene	47	ppb	Instantaneous	19

^{*} Analysis for PCB's are requested only if both conditions listed below are met:

Analysis for PCB's must be conducted by USEPA Method 608 only with MDL = 65ppt

¹⁾ If proposed discharge > 10,000 gpd

²⁾ If duration of discharge > 10 days

**ATTACHMENT 2** 

**Applicable Regulations** 

#### Applicable regulations include, but are not limited to:

- 49 CFR 100 to 179 DOT Hazardous Materials Transport and Manifest System Requirements
- 2. New York State Department of Environmental Conservation (DEC), Spills Technology and Remediation Series (STARS) Memo #1
- 3. 6 NYCRR 360-1 DEC Solid Waste Management Facilities
- 4. 6 NYCRR 364- Waste Transporter permits
- 5. Local restrictions on transportation of waste/debris
- 6. 40 CFR 260 to 272 Hazardous Waste Management (RCRA)
- 7. 6 NYCRR 371 Identification and Listing of Hazardous Wastes
- 8. 6 NYCRR 372 Hazardous Waste Manifest System and Related Standards for Generators, Transporters and Facilities
- 9. 6 NYCRR 373-1 Hazardous Waste Treatment, Storage and Disposal Facility Permitting Requirements
- 10. 6 NYCRR 376 Land Disposal Restrictions
- 11. Posted weight limitations on roads or bridges
- 12. Transportation Skills Programs, Inc. 1985 Hazardous Materials and Waste Shipping Papers and Manifests
- 13. Other local restrictions on transportation of waste/debris
- 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
- OSHA Safety and Health Standards 29 CFR 1926 (Construction Industry)
- 17. OSHA 29 CFR 1910.146 Confined Space Entry Standard
- 18. Standard Operating Safety Guidelines, EPA Office of Emergency and Remedial Response Publication, 9285.1-03
- 19. NIOSH / OSHA / USCG / EPA Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities (1986)
- 20. U.S. Department of Health and Human Services (DHHS) "NIOSH Sampling and Analytical Methods," DHHS (NIOSH) Publication 84-100
- 21. ANSI, Practice for Respiratory Protection, Z88.2 (1980)
- 22. ANSI, Emergency Eyewash and Shower Equipment, Z41.1 (1983)
- 23. ANSI, Protective Footwear, Z358.1 (1981)
- 24. ANSI, Physical Qualifications for Respirator Use, Z88.6 (1984)
- 25. ANSI, Practice for Occupational and Educational Eye and Face Protection, Z87.1 (1968)
- 26. Water Pollution Control Federation "Manual of Practice No. 1, Safety in Wastewater Works"

- 27. NFPA No. 327 "Standard Procedures for Cleaning and Safeguarding Small Tanks and Containers"
- 28. Occupational Safety and Health Act Confined Space Entry Standard 29 CFR 1910.146.87
- 29. Department of Transportation 49 CFR 100 through 179
- 30. Department of Transportation 49 CFR 387 (46 FR 30974, 47073)
- 31. Environmental Protection Agency 40 CFR 136 (41 FR 52779)
- 32. Environmental Protection Agency 40 CFR 262 and 761
- 33. Resource Conservation and Recovery Act (RCRA)
- 34. Any transporter of hazardous or non-hazardous materials shall be licensed in the State of New York and all other states traversed in accordance with all applicable regulations.

**ATTACHMENT 3** 

**Definitions** 

- Contaminated Groundwater and Decontamination Fluids: Groundwater within the excavation trench or decontamination water that contains regulated compounds above the NYCDEP Discharge to Sanitary/Combined Sewer Effluent limits.
- **Disposal or Treatment Facility:** A facility licensed to accept either non-hazardous regulated waste or hazardous waste for either treatment or disposal.
- **Exclusion Zone:** Work area that will be limited to access by Contractor personnel specifically trained to enter the work area only. The exclusion zone will be set up to secure the area from the public and untrained personnel. The project health and safety program will apply to all construction personnel including persons entering the work area.
- **Hazard Assessment:** An assessment of any physical hazards that may be encountered on a work site.
- **Hazardous Soils:** Soils that exhibit any of the characteristics of a hazardous waste, namely ignitability, corrosivity, reactivity, and toxicity, as defined in 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261.
- Hazardous Substance Evaluation: An evaluation of the possible or known presence of any hazardous substances that may be encountered on a job site. This evaluation is included in the Health and Safety Plan and will include the identification and description of any hazardous substances expected to be encountered. Material Safety Data Sheets (MSDS) will be included for each substance.
- **Health and Safety Plan:** A plan employed at a work site that describes all the measures that will be taken to assure that all work is conducted in a safe manner, and that the health of the workers and the public will be insured.
- Material Handling Plan: A plan outlining the methods that will be employed to handle, transport and dispose of contaminated materials.
- Non-Hazardous Contaminated Soils: Soils which exhibit a distinct chemical or petroleum odor, or exhibit elevated photoionization detector readings but are not classified as hazardous waste under 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261.
- New York State Health Department's Environmental Laboratory Approval Program: A program by which the state of New York approves and accredits environmental testing laboratories.
- **PCBs:** Polychlorinated biphenyls are a group of toxic compounds commonly used as a coolant in transformers and other electrical components.
- **Photoionization Detector:** A hand held instrument used to measure volatile organic compounds in air. The instrument ionizes the organic molecules through the use of an ultraviolet lamp.
- RCRA Hazardous Waste Characteristics: Characteristics of a material which may indicate the material is hazardous. These include: ignitability corrosivity, reactivity, and toxicity.
- **Total Petroleum Hydrocarbons:** An analytical procedure used to determine the total amount of petroleum compounds in a material.

# **ATTACHMENT 4**

Phase II Subsurface Corridor Investigation Report

#### Final

# Phase II Subsurface Corridor Investigation Report

For

# RECONSTRUCTION OF WATER MAIN AND COMBINED SEWERS IN YORK AVENUE YORK AVENUE BETWEEN EAST 61ST STREET AND EAST 63RD STREET AND EAST 62ND STREET 200 FEET WEST OF YORK AVENUE MANHATTAN, NEW YORK

DDC PROJECT NO. SEN002169
WORK ORDER NO. 7396-LIRO-2-7095
CONTRACT REGISTRATION NO. 20101417627

Prepared for:



Bureau of Environmental and Geotechnical Services 30-30 Thomson Avenue, Fifth Floor Long Island City, New York 11101

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CONSULTANT PROJECT NO. 10-62-205

MAY 9, 2011

A4-41



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#### **EXECUTIVE SUMMARY**

On behalf of the New York City Department of Design and Construction (NYCDDC), LiRo Engineers, Inc. (LiRo) conducted a Phase II Subsurface Corridor Investigation (Phase II SCI) of York Avenue between East 61st Street and East 63rd Street and East 62nd Street 200 feet west of York Avenue, Manhattan, New York (hereinafter referred to as the Corridor). The Corridor is located in the Lenox Hill neighborhood of Manhattan, New York.

LiRo prepared a Phase I Corridor Assessment Report (Phase I CAR) dated November 29, 2010, which presented the results of a survey conducted along the Corridor to assess the presence of potential sources of subsurface contamination within, and in the immediate vicinity of, the Corridor. The Phase I CAR identified 14 sites that had a potential "High" risk and 23 sites that had a potential "Moderate" risk to impact the subsurface (soil and/or groundwater) of the Corridor and recommended the performance of a Phase II SCI. The objective of the Phase II SCI was to assess the presence of subsurface contamination that might impact proposed construction activities. The proposed construction activities for the Corridor include infrastructure improvements consisting of the reconstruction of the water main and combined sewers. The Phase II SCI consisted of the following components.

- The advancement of six borings to a depth of approximately 20 feet below ground surface (ftbg) or refusal, whichever was encountered first and the field screening of soil samples, including photoionization detector (PID) readings and visual and olfactory indicators of contamination (staining, odors).
- The collection of six soil samples, which were analyzed for the following parameters: (1) New York State Department of Environmental Conservation (NYSDEC) Target Compound List (TCL) volatile organic compounds (VOCs); (2) TCL Base Neutral/Acid (BN/A) extractable semi-volatile organic compounds (SVOCs); (3) Target Analyte List (TAL) metals; (3) TCL pesticides; and, (4) TCL polychlorinated biphenyls.
- The collection of two waste characterization soil samples, which were analyzed for: (1) United States Environmental Protection Agency (USEPA) Full Toxicity Characteristics Leaching Procedure (TCLP) parameters; (2) Resource Conservation and Recovery Act (RCRA) Characteristics (ignitability, reactivity, and corrosivity); and, (3) Total Petroleum Hydrocarbons Diesel Range Organics/Gasoline Range Organics (TPHC DRO/GRO).
- The installation of four temporary well points (TWPs), the collection of one groundwater sample from each TWP, and the laboratory analyses of these samples for the parameters published by the New York City Department of Environmental Protection (NYCDEP) as Limitations for Effluent to Sanitary or Combined Sewers (NYCDEP Sewer Discharge Criteria).
- The preparation of this report, which includes tables summarizing the laboratory analytical results and figures depicting boring locations, significant site features, and, if applicable, contamination occurrence and distribution.



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In order to evaluate the subsurface soil and groundwater quality, laboratory analytical results were compared with the regulatory standards identified in (1) NYSDEC CP-51 Soil Cleanup Guidance Document, dated October 21, 2010; (2) NYSDEC Subpart 375-6: Remedial Program Unrestricted and Restricted Use (Track 1 and Track 2) Soil Cleanup Objectives (SCOs); and, (3) the Toxicity Characteristic Regulatory Levels for Hazardous Waste published in RCRA and NYSDEC 6 NYCRR Part 371. In order to evaluate the groundwater quality, the laboratory analytical results for the groundwater samples were compared to the NYCDEP Sewer Discharge Criteria.

The subsurface soils encountered during this Phase II SCI from grade (approximately 12 to 21.5 ft above mean sea level) to a maximum depth of 20 ftbg consisted predominantly of brown, gray, and black fine to coarse sand, with some silt, gravel and weathered mica schist. According to the Record of Borings prepared by Tectonic Engineering Consultants, PC (TEC), dated May 2010 (Appendix D) mica schist bedrock was encountered in one of the geotechnical borings at a depth of 23 ftbg, however, other geotechnical borings were advanced to depths as great as 35 ftbg with no bedrock encountered.

Field screening identified potential petroleum-impacted soils in two of six boring locations. The highest PID readings were recorded in SB3 from 0 to 5 ftbg and SB6 at approximately 14 ftbg.

No VOCs or SVOCs were detected in the six soil samples collected at concentrations exceeding applicable standards, including Unrestricted or Restricted Use (Track 1 or Track 2) SCOs and/or CP-51 Soil Cleanup Levels (SCLs). However, the field screening combined with the detection of VOCs and SVOCs indicate the presence of fuel related petroleum compounds in the soil.

Several metals were detected in the six soil samples at concentrations exceeding their corresponding applicable standards, including Unrestricted Use (Track 1) SCOs, Restricted Use (Track 2) SCOs, and/or CP-51 Supplemental Soil Cleanup Objectives (SSCOs). The maximum possible TCLP lead concentration in sample SB4 was higher than the RCRA Hazardous Waste Level, however, waste characterization testing indicated non-hazardous lead TCLP results.

Neither pesticides nor PCBs were detected in any of the composite samples collected.

DRO and GRO were detected in the two waste characterization samples collected. However, there are no regulatory standards for DRO and GRO.

The two waste characterization soil samples did not exhibit evidence of hazardous waste characteristics.

Lead exceeded the corresponding NYCDEP Sewer Discharge Limitations in samples SB2-GW and SB6-GW. TSS exceeded the corresponding Discharge Limitations in all four samples.

#### Conclusions

Based on the evaluation of the field screening data, the laboratory analytical results, and a comparison to applicable regulatory standards, the following conclusions are presented.

• Field screening identified potential petroleum-impacted soils in borings SB3 and SB6. Two possible sources, the historic Con-Edison manufactured gas plant (MGP) located on the west side of York Avenue between East 61st Street and East 63rd Street and a current Mobil service station located at 1132 York Avenue, are present in the corridor.



- Laboratory analytical results identified fuel-related VOCs at locations on 62nd Avenue that are likely attributed to the Con-Edison MGP located on the west side of York Avenue between East 61st Street and East 63rd Street and a current Mobil service station located at 1132 York Avenue. SVOCs were detected at all locations and are also likely attributable to the Con-Edison MGP facility, to releases from other "High" and "Moderate" risk site identified in the corridor or to historic fill material placed on the Corridor. The VOC and SVOC concentrations did not exceed any of the guidance criteria.
- Laboratory analytical results identified metals at elevated levels relative to Unrestricted Use (Track 1) SCOs, Restricted Use (Track 2) SCOs, and/or CP-51 SSCOs throughout the Corridor. The presence of the elevated concentrations of metals in subsurface soils in the Corridor are likely indicative of the presence of historic fill material placed at the Site or the former York Avenue Fan Plant, located at York Avenue and East 60th Street which historically generated lead waste..
- The subsurface soils did not exhibit hazardous waste characteristics based upon the waste characterization analysis.
- Groundwater samples contained concentrations of lead and/or TSS that exceeded the NYCDEP Sewer Discharge Criteria. The presence of lead in the groundwater may be attributed to a nearby historic property, MTA NYCT York Avenue Fan Plant, located at York Avenue and East 60th Street which historically generated lead waste. The presence of elevated levels of TSS in the groundwater is attributed to the fact that the (unfiltered) samples were collected from TWPs and not permanent monitoring wells. However, it should be noted that the groundwater samples collected from TWPs are considered to be more representative of conditions to be encountered during construction activities.

Based on the results of the field investigation and laboratory analytical results, LiRo recommends the following.

- The Contract documents should identify provisions and a contingency for managing, handling, transporting, and disposing of non-hazardous petroleum-contaminated soil. The Contractor should be required to submit a Material Handling Plan to identify the specific protocol and procedures that will be employed to manage the waste in accordance with applicable regulations.
- Due to the presence of petroleum-impacted soil and metals concentrations above Unrestricted Use (Track 1) SCOs, Restricted Use (Track 2) SCOs, and/or CP-51 SSCOs, dust control procedures are recommended during excavation activities to minimize the creation and dispersion of fugitive airborne dust. The Contractor may implement dust control measures to minimize potential airborne contaminants released as a direct result of construction activities. A Community Air Monitoring Plan (CAMP) shall be developed in accordance with NYSDEC DER-10 Regulations. The CAMP requires real-time monitoring for particulates (i.e., dust) at the downwind perimeter of each designated work area when certain activities are in progress at contaminated sites. The CAMP is intended to provide a measure of protection for the downwind community from potential airborne contaminant releases as a direct result of investigative and remedial work activities. Specific requirements shall be reviewed for each situation in consultation with the New York State Department of Health (NYSDOH) to ensure proper applicability.
- Dewatering may be necessary during construction activities in the Corridor. Since lead and TSS were
  detected in groundwater samples at concentrations exceeding the NYCDEP Sewer Discharge
  Limitations, groundwater may require pre-treatment prior to discharge. Therefore, should dewatering



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be necessary during construction activities within the Corridor, the contractor should be required to obtain a NYCDEP sewer discharge permit.

- In addition, if discharge into storm sewers is required during dewatering, it must be done under the
  appropriate NYSDEC State Pollutant Discharge Elimination System (SPDES) permit. Additional
  sampling and laboratory analysis will be required to satisfy NYSDEC requirements prior to discharge
  into storm sewers.
- Before beginning any excavation activity, the contractor shall submit a site-specific health and safety plan (HASP) that will meet the requirements set forth by Occupational Safety and Health Administration (OSHA), the NYSDOH, and any other applicable regulations. The HASP should identify the possible locations and risks associated with the potential contaminants that may be encountered, and the administrative and engineering controls that will be utilized to mitigate concerns (i.e., dust control procedures for metals).

#### 1.0 INTRODUCTION

On behalf of the NYCDDC, LiRo conducted a Phase II SCI of York Avenue between East 61st Street and East 63rd Street and of East 62nd Street 200 feet west of York Avenue, Manhattan, New York (hereinafter referred to as the Corridor). The Corridor is located in the Lenox Hill neighborhood of Manhattan, New York. Infrastructure improvements, consisting of the reconstruction of the water main and combined sewers, are proposed for the Corridor. The Phase II SCI was conducted on February 26 and February 27, 2011 to determine if the Corridor's environmental condition might impact proposed construction activities.

#### 1.1 Summary of Previous Environmental Investigations

LiRo prepared a Phase I CAR dated November 29, 2010, which presented the results of a survey conducted along the Corridor to assess the presence of potential sources of subsurface contamination within, and in the immediate vicinity of, the Corridor. The survey also included a review of fire insurance maps to document historical use and a limited review of the New York State databases to identify sites that are known to be contaminated.

The Phase I CAR identified 14 sites that had a Final "High" risk and 23 sites that had a Final "Moderate" risk to impact the subsurface of the Corridor and recommended advancing a total of 17 borings, installing temporary well points and collecting soil and groundwater samples to assess potential impacts. The "High" and "Moderate" risk sites consist of, but are not limited to, Con Edison, a cancer center, an automotive dealership, a gasoline station, and various dry cleaners. A detailed list, including the nature of the potential concern, is as follows.

#### **HIGH RISK SITES**

- 1. Con Edison York Avenue Former MGP, West side of York Avenue between E. 61st St. and E. 63rd St. and E. 62nd St. between York and 200 feet west of York: gas manufacturing facility;
- 2. Manhole 48444, 48044, York Avenue and 61st St.: NYSDEC listed spill;
- 3. Memorial Sloan-Kettring Cancer and Mercedes Dealership, 1133 York Ave.: an out-of-service underground storage tank (UST);
- 4. 1161 York Ave.: NYSDEC listed spill;
- 5. Con Edison, Mobil SS, MH 48451 and MH 48453, E. 62nd St. and York Ave.: hazardous waste generator and NYSDEC listed spills;
- 6. 1129 York Ave.: former gas manufacturing facility (this address is a portion of Site 1, Con Edison York Avenue MGP);
- 7. Mobil SS, East side of York between E. 61st St. and E. 62nd St.: NYSDEC listed spill (1132 York Avenue);
- 8. Vault #1370, E. 63rd St. and York Ave.: NYSDEC listed spill;



- 9. Lady Dubonnet Cleaners, 1165 York Ave.: formerly generated chlorinated solvent waste;
- 10. Berkely Sutton Cleaners and Laundry, 1157 York Ave.: formerly generated chlorinated solvent waste;
- 11. Solow Management Corp., 1113 York Ave.: unregistered USTs;
- 12. Mobil, 1124 1st Ave.: closed in-place UST prior to current UST closure regulations;
- 13. 404-418 E. 61st St.: former gasoline station; and,
- 14. Sutton Terrace, 450 E. 63rd St.: active USTs and formerly generated hazardous waste.

#### MODERATE RISK SITES

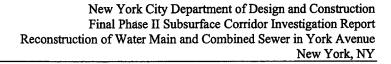
- 15. 421 E. 60th St.: Closed in-place UST in 1998 and former ignitable waste generator;
- 16. Expert Cleaners and Flush Truck, 1154 1st Ave.: generator of chlorinated solvent waste and NYSDEC listed spill;
- 17. Solow Management Corp/Kenny Parking, 420-424 E. 61st St.: hazardous waste generator, closed in-place USTs, and NYSDEC listed spills;
- 18. Hess, 1175 York Ave.: NYSDEC listed spill;
- 19. Manhole 53353, E. 62nd St. and 1st Ave.: NYSDEC listed spills;
- 20. St. Tropez Cleaners, 1157 1st Ave.: formerly generated chlorinated solvent waste;
- 21. Madam Bonete Cleaners, 1147 1st Ave.: formerly generated chlorinated solvent waste;
- 22. Dry Cleaners, 412 E. 60th St.: current dry cleaners;
- 23. Dry Cleaners, 1170 1st Ave.: current dry cleaners;
- 24. Dry Cleaners, 400 E. 64th St.: current dry cleaners;
- 25. Dry Cleaners, 421 E. 65th St.: current dry cleaners;
- 26. MTA NYCT York Ave. Fan Plant, York and E. 60th St.: formerly generated lead waste;
- 27. Con Ed, 59th St. and York Ave.: formerly generated PCB waste;
- 28. 62nd St. and First Associates, LTD, 400 E. 62nd St.: formerly generated hazardous waste;



- 29. Edison Price Inc., 409 E. 60th St.: formerly generated ignitable waste;
- 30. Con Edison, 1122 1st Ave.: shipped and received hazardous waste;
- 31. Con Edison, 429 E. 65th St.: shipped and received hazardous waste;
- 32. Con Edison, 435 E. 65th St.: shipped and received hazardous waste;
- 33. Franklin D. Roosevelt Dr. and E. 60th St.: heliport;
- 34. Manhole 59549, Adjacent to E. 64th St. and York Ave.: NYSDEC listed spill;
- 35. Con Edison, 415 E. 63rd St.: shipped and received hazardous waste;
- 36. Con Edison, 514 E. 60th St.: current hazardous waste generator; and,
- 37. Golden State Holding, 408 E. 64th St.: closed UST.

Based on a site walk-over with the NYCDDC Project Manager prior to drilling activities, the scope of work was revised to include the installation of nine soil borings. Five of the nine borings were intended to be fitted for use as TWPs in the event groundwater was identified. At the time of drilling activities on February 26 and February 27, 2011, the total number of borings and TWPs was revised to include a total of six borings and four TWPs. The decrease in the proposed number of soil borings was based upon the NYCDDC Project Managers' knowledge of the area, the presence of underground utilities, on-going utility installation activities in certain areas of the corridor, and the presence of an underground parking garage.

A geotechnical investigation was previously conducted at the Site by Tectonic Engineering and Surveying (TES) on behalf of the NYCDDC on May 6, 2010. The geotechnical investigation consisted of the advancement of six soil borings. Four of the geotechnical borings were advanced on the westerly side of York Avenue while two were advanced along the easterly side of York Avenue. Soil encountered during the geotechnical investigation consisted of brown, gray, and black fine gravel, fine to coarse sand, and silt. According to the Record of Borings prepared by TEC, mica schist bedrock was encountered in one of the geotechnical borings at a depth of 23 ftbg, however, other geotechnical borings were advanced to depths as great as 35 ftbg with no bedrock encountered. A copy of the geotechnical investigation report is included as Appendix D of this Phase II SCI report.





#### 1.2 Scope of Work

The Phase II SCI consisted of a field investigation, laboratory analyses, and the preparation of this report, which includes tables summarizing the laboratory analytical results and figures depicting boring locations, significant site features, and, if applicable, contamination occurrence and distribution. Drilling activities for the field investigation were performed by Aquifer Drilling and Testing, Inc. (ADT) of New Hyde Park, New York. Oversight of drilling activities was performed by LiRo. Laboratory analyses were provided by CHEMTECH Consulting Group (CHEMTECH) of Mountainside, New Jersey, a NYSDOH approved laboratory (No. 11376). Field derived Quality Assurance/Quality Control samples (i.e., field blanks, trip blanks, duplicates) were not collected for this project. The field investigation was conducted on February 26 and 27, 2011 and consisted of the following components.

- The advancement of six borings (SB1 through SB6) to a depth of 20 ftbg, or refusal, whichever was encountered first. The borings were advanced using a Geoprobe direct push drill rig. Prior to direct push advancement, borings were cleared to a depth of five feet using a hand auger and/or a vacuum excavator. Soil samples were collected using 5-foot long, 2-inch diameter Macro Core stainless steel samplers equipped with polyvinyl chloride (PVC) liners. A site specific Health and Safety Plan (HASP) was prepared prior to commencing field work.
- Field screening, classification, and identification of soils from the ground surface to the bottom of each
  boring. Soil samples were visually classified in the field using the Unified Soil Classification System
  (USCS). Field screening consisted of visual and olfactory indicators of impacts as well as screening
  with a PID.
- The collection of one composite and one grab sample from the six soil borings identified as both "High" and "Moderate" risk boring locations (SB1 through SB6). The composite samples were comprised of soil from the entire boring column. The grab samples were collected from the 6-inch interval exhibiting evidence of petroleum impacts (highest PID reading) (i.e., SB3 and SB6), from just above the water table if no evidence of petroleum impacts were detected (i.e., SB1 and SB2), or from the bottom 6-inch interval in each boring (i.e., SB4 and SB5).
- Laboratory analysis of the composite samples for: (1) TCL BN/A extractable SVOCs by USEPA Method 8270; (2) TAL metals by USEPA Method 6010B; (3) TCL pesticides by USEPA Method 8081A; and, (4) TCL PCBs by USEPA Method 8082.
- Laboratory analysis of the grab samples for TCL VOCs by USEPA Method 8260.
- The installation of four TWPs in borings SB1, SB2, SB3, and SB6, and the collection of one groundwater sample from each TWP using direct push technology by installing a slotted PVC screen perpendicular to the groundwater table and riser pipe to grade. Dedicated teflon tubing was deployed in each TWP and connected to a check valve to extract the groundwater samples.
- Laboratory analysis of the groundwater samples for the parameters published by the NYCDEP Sewer Discharge Criteria.



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- The collection of two composite waste characterization (WC) samples as follows.
  - WC-A: composited of soil aliquots from borings SB1 through SB6 (grade to bottom).
  - o WC-B: composited of soil aliquots from borings SB1 through SB6 (grade to bottom).
- Laboratory analysis of the waste characterization samples for: (a) Full TCLP by USEPA Method SW846; (b) RCRA Characteristics (ignitability, reactivity, and corrosivity) by USEPA Method SW846; and, (c) TPHC DRO/GRO by USEPA Method 8015B.



#### 2.0 CORRIDOR INFORMATION

#### 2.1 Corridor Location, Description and Use

The Corridor is located in the Lenox Hill neighborhood of Manhattan, New York. The Corridor consists of York Avenue between East 61st Street and of East 63rd Street and of East 62nd Street 200 feet west of York Avenue, Manhattan, New York. The Corridor location is shown on Figure 1. The Corridor segments are characterized primarily by residential and commercial uses. Residential properties include apartment buildings, a hotel, and a university. Commercial properties include a gasoline station, a university, and medical offices. The Metropolitan Transit Authority (MTA) New York City Transit E Subway line runs along East 63rd Street at York Avenue. Various dry cleaners are also located within the vicinity of the Corridor.

### 2.2 Description of Surrounding Properties

The area surrounding the Corridor is generally residential and commercial in nature. Current and/or historical surrounding property uses of potential environmental concern include, but are not limited to, various dry cleaners, former Con Edison facilities, a heliport, a former fan plant, and a former Mobil station.

#### 2.3 Corridor and Regional Topographic Setting

Based on a review of the United States Geological Survey (USGS.) 7.5-Minute Quadrangle Map, Central Park, New York, dated 1979, the elevation of the Corridor is approximately 18 to 22 feet above mean sea level (MSL). The topography of the immediate Corridor area is generally flat with a gentle slope toward sea level from west to east. A copy of the topographic map is presented in Figure 1.

#### 2.4 Corridor and Regional Geology

Based on the Summary of the Hydrogeology of the Five Boroughs of New York City, the area's geology is expected to consist of high-grade metamorphic bedrock consisting of a sequence of Cambrian and Ordovician age gneiss, schistose-gneiss, and marble. The bedrock is characterized by numerous faults and fractures, many of which are transmissive and contain groundwater. Depth to bedrock ranges from surface to as great as 100 ftbg. In general, areas of higher topography are characterized by shallower bedrock. In addition, depth to bedrock is generally greater along the East and Hudson Rivers.

Unconsolidated sediments overlie the bedrock and consist of Pleistocene aged sand, gravel, and silty clays deposited by glacial-fluvial activity. In addition, Holocene age river and tidal deposits are present along the coastline of Manhattan.

The subsurface soils encountered during this Phase II SCI from grade to a maximum depth of 20 ftbg consisted predominantly of brown, gray, and black fine to coarse sand, with some silt, gravel and weathered mica schist. Sampler refusal was encountered in SB1, SB3, SB4, and SB6 at depths ranging from 11 to 19 ftbg. The Record of Borings (Appendix D) showed mica schist bedrock in one of the geotechnical borings at a depth of 23 ftbg, however, other geotechnical borings were advanced to depths as great as 35 ftbg with no bedrock encountered.



# 2.5 Corridor and Regional Hydrogeology

Regional groundwater flow direction is generally controlled by regional topography with groundwater flow from higher to lower elevations. Along the coastline of Manhattan, groundwater elevations and flow can also be tidally influenced, resulting in groundwater elevation fluctuations. The nearest surface water body is the East River (West Channel) located approximately 0.1 miles east.

Based on observations made during the Phase II SCI, the depth to groundwater ranged from 7.41 at SB3 to 14.85 ftbg at SB6. Groundwater was not encountered at SB4 or SB5. Based on the proximity of the West Channel to the Corridor, groundwater flow direction is anticipated to be east/southeast. Groundwater flow directions may also vary due to seasonal fluctuations in precipitation, local usage demands, geology, underground structures, or dewatering operations.



#### 3.0 CORRIDOR EVALUATION

Proposed construction activities at this site include soil excavation and may include dewatering, which inturn requires that soils and groundwater at the site be characterized to identify material handling requirements (i.e., use of protective equipment) and for material reuse, handling, and/or waste disposal requirements. LiRo provided oversight for the advancement of six soil borings, the installation of four TWPs, and the collection of soil and groundwater samples during the field investigation at the designated areas in the vicinity of the planned construction. The soil and groundwater samples from the borings and TWPs were transferred into laboratory supplied sample jars and properly labeled. The samples were stored with ice in a cooler to preserve the samples at 4° Celsius prior to and during shipment. A chain-of-custody was prepared, prior to sample shipment. A summary of the field observations, including the location of the sites and the details of the soil borings, is provided in Table 1 and Appendix B.

#### 3.1 Soil Quality Investigation

Six borings (SB1 through SB6) were advanced to a depth of 20 ftbg, or refusal, whichever was encountered first, using a Geoprobe direct push drill rig. Prior to direct push advancement, borings were cleared to a depth of five ftbg using a hand auger and/or a vacuum excavator. Soil samples were collected using 5-foot long, 2-inch diameter Macro Core stainless steel samplers equipped with PVC liners. Soil boring locations are shown on Figure 2. The designations and sampling intervals for the samples that were submitted to the laboratory are included in Table 1. A map depicting each boring location is included in Appendix A. Boring logs are provided in Appendix B. The locations of the borings are described below.

- SB1 Advanced in the vicinity of "High" risk sites Nos. 2, 3, 6, 11, and 13 and located on East 61st Street, 31.7 feet west of the northwest corner of East 61st Street and York Avenue and 7.8 feet north of the curb line, in the sidewalk.
- SB2 Advanced in the vicinity of "High" risk site Nos. 1, 2, 3, 5, 6, 7, and 12 and located on York Avenue, 84.5 feet north of the northwest corner of East 61st Street and York Avenue and 14.9 feet west of the curb line, in the sidewalk.
- SB3 Advanced in the vicinity of "High" risk site Nos. 1, 5, 8, and 12 and located on East  $62^{nd}$  Street, 37.25 feet west of the southwest corner of East  $62^{nd}$  Street and York Avenue and 4.6 feet south of the curb line, in the sidewalk.
- SB4 Advanced in the vicinity of "High" risk site Nos. 4, 8, 9, 10, 12, and 14 and located on East 62nd Street, 201.5 feet west of the northwest corner of East 62nd Street and York Avenue and 4 feet north of the curb line, in the sidewalk.
- SB5 Advanced in the vicinity of "High" risk site Nos. 1, 5, 7, and 8 and located on East 62nd Street, 16.7 feet east of the southeast corner of East 62nd Street and York Avenue and 9.4 feet south of the curb line, in the sidewalk.



• SB6 – Advanced in the vicinity of "High" risk site Nos. 2, 7, 11, and 13 and located on East 61st Street, 20.75 feet east of the southeast corner of East 61st Street and York Avenue and 9.6 feet south of the curb line, in the sidewalk.

Continuous soil samples were collected from each of the borings at 5-foot intervals. Upon sample retrieval, the soils were classified and examined for visual evidence (i.e., staining, discoloration) and any olfactory indications (i.e., odors) of contamination. In addition, a PID was used to screen the soil for VOC vapors.

In order to identify representative conditions relative to the presence of SVOCs, metals, pesticides, and PCBs over the entire soil column in each boring, composite soil samples were collected by mixing the soil from the entire column in a stainless steel bowl. Boring composite samples were collected from the six borings (SB1 through SB6).

In order to identify representative conditions relative to the presence of VOCs, grab soil samples were collected from the 6-inch interval exhibiting evidence of petroleum impacts (highest PID reading) (i.e., SB3 and SB6), from just above the water table if no evidence of petroleum impacts were detected (i.e., SB1 and SB2), or from the bottom 6-inch interval in each boring (i.e., SB4 and SB5).

In order to identify representative conditions for disposal purposes, WC samples were collected as follows.

- WC-A: composited of soil from borings SB1 through SB6 (grade to bottom).
- WC-B: composited of soil from borings SB1 through SB6 (grade to bottom).

Soil classification information, including stratigraphy, is documented on the boring logs included in Appendix B. All boring equipment was cleaned by being rinsed with tap water, scrubbed with Alconox, then rinsed with deionized water again between each sample interval. In addition, a clear plastic liner was used inside the sampler for neat recovery of the soil cores. Following the completion of each boring, the boreholes were back-filled with drill cuttings, and then sealed with cement grout.

#### 3.2 Groundwater Quality Investigation

As groundwater may be encountered within the depths associated with the future excavation, four groundwater samples were collected for screening and laboratory analysis during the soil boring activities. TWPs were installed in soil borings SB1, SB2, SB3, and SB6. Groundwater was encountered between 7.41 ftbg at SB3 and 14.85 ftbg at SB6. For the installation of the TWPs at SB1, SB2, SB3, and SB6, the Geoprobe unit was advanced to a depth of 19 ftbg, 20 ftbg, 11 ftbg, and 15.5 ftbg, respectively, which is approximately 0.5 to 8 feet into the encountered water table. The TWPs consisted of a section of three-quarter inch diameter schedule 40 PVC screen and riser. A groundwater sample was collected from each TWP for screening and laboratory analysis via dedicated Teflon tubing and check valves. All tubing was new, clean, and unused and was properly disposed of after use. Upon extraction, the samples were examined for visual evidence (i.e., discoloration, sheen) and any olfactory indications (i.e., odors) of contamination.



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A summary of the measurements taken from the TWPs is provided in Appendix B. The locations of the TWPs are provided in Figure 2.

#### 3.3 Laboratory Analyses

The soil and groundwater samples were submitted to CHEMTECH. Field derived Quality Assurance/Quality Control samples (i.e., field blank, trip blank, duplicate) were not collected for this project. Laboratory analytical reports are included in Appendix C.

The grab soil samples were analyzed for TCL VOCs by Method 8260. The boring composite soil samples were analyzed for: (1) TCL BN/A extractable SVOCs by USEPA Method 8270; (2) TAL metals by USEPA Method 6010B; (3) TCL pesticides by USEPA Method 8081A; and, (4) TCL PCBs by USEPA Method 8082.

The waste characterization soil samples were analyzed for: (1) USEPA Full TCLP parameters; (2) RCRA Characteristics (ignitability, reactivity, and corrosivity); and, (3) TPHC DRO/GRO.

The groundwater samples were analyzed for parameters published by NYCDEP as Limitations for Effluent to Sanitary or Combined Sewers.

#### 3.4 Data Evaluation

In order to evaluate the subsurface soil quality, the laboratory analytical results of the grab and composite soil samples were compared with the regulatory standards identified in: (1) NYSDEC CP-51 Soil Cleanup Guidance Document, dated October 21, 2010; (2) NYSDEC Subpart 375-6: Remedial Program Unrestricted and Restricted Use (Track 1 and Track 2) Soil Cleanup Objectives (SCOs); and, (3) the Toxicity Characteristic Regulatory Levels for Hazardous Waste published in RCRA and NYSDEC 6 NYCRR Part 371. The laboratory analytical results of the waste classification soil samples were compared with the Toxicity Characteristic Regulatory Levels for Hazardous Waste published in RCRA and NYSDEC 6 NYCRR Part 371. The analytical results of the groundwater samples were compared to the NYCDEP Sewer Discharge Criteria.



#### 4.0 FINDINGS

This section discusses the analytical data and findings for the activities discussed in Section 3.0. Boring logs and well installation records can be found in Appendix B. Complete analytical data reports are included in Appendix C.

#### 4.1 Field Screening

Field screening identified the potential presence of petroleum-impacted soils at two of the six boring locations. PID readings and/or petroleum odors were identified at SB3 and SB6. The highest PID reading was recorded at SB3 from 0 to 5 ftbg at 175 parts per million (ppm). Elevated PID readings were also detected in SB6 with the highest reading recorded at 150 ppm at approximately 14 ftbg. No petroleum staining was observed in the borings. Refer to Table 1 for a summary of environmental boring data.

# 4.2 Soil and Groundwater Laboratory Analytical Results

# 4.2.1 Volatile Organic Compounds (VOCs) in Soil

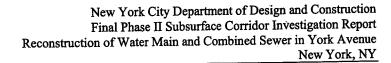
VOC were detected at relatively low concentrations in four of the six samples collected. The VOC concentrations were not above any regulatory standards. The detected compounds included common laboratory contaminants (acetone and methylene chloride) that are not likely representative of subsurface conditions; and fuel-related compounds that were detected adjacent to the "High" risk site on E. 62nd Street at SB3 and SB4. Refer to Table 2 for a summary of VOC detections.

# 4.2.2 Semi-Volatile Organic Compounds (SVOCs) in Soil

SVOC were detected at relatively low concentrations in all six composite samples collected. The SVOC concentrations were not above any regulatory standards in any of the six composite samples collected. Most of the detected SVOC are polycyclic aromatic hydrocarbons (PAH), and may be residuals from releases of petroleum products at the MGP and other corridor spill sites; or indicative of the presence of historic fill material placed at the Site. Refer to Table 3 for a summary of SVOC detections.

# 4.2.3 Target Analyte List Metals (TAL Metals) in Soil

Metals were detected in all six composite samples collected. Arsenic, beryllium, chromium, cobalt, copper, iron, magnesium, nickel, zinc, lead and mercury were detected above their corresponding Part 375 Unrestricted Use (Track 1) SCOs, Restricted Use (Track 2) SCOs, and/or CP-51 Supplemental Soil Cleanup Objectives (SSCOs) in at least one of the six composite samples collected. Soil samples were analyzed for total chromium, however, Part 375 specifies separate SCOs for chromium VI and chromium III. The chromium VI SCO is significantly lower than the chromium III SCO. The total chromium result is not likely representative of the chromium VI concentration in the soil. The maximum possible TCLP lead concentration in sample SB4 was higher than the RCRA Hazardous Waste Level, however, waste characterization testing indicated non-hazardous lead TCLP results. The metals concentrations are likely indicative of the presence of historic fill material placed at the Site or the former York Avenue Fan Plant, located at York Avenue and East 60th Street which historically generated lead waste. Refer to Table 4 for a summary of TAL metals detections.





#### 4.2.4 Pesticides in Soil

Pesticides were not detected in any of the six composite samples collected. Refer to Table 5 for a summary of pesticides detections.

#### 4.2.5 PCBs in Soil

PCBs were not detected in any of the six composite samples collected. Refer to Table 6 for a summary of PCB detections.

# 4.2.6 Waste Classification of Soil

Ignitability (flash point), reactivity (cyanide and sulfide), corrosivity (pH), and all the TCLP parameters were within the acceptable RCRA ranges for both waste characterization samples. Analytical results will need to be compared to levels acceptable by the chosen receiving facility to determine appropriate waste classification prior to off-site disposal. Refer to Table 7 for a summary of waste classification parameters detected in soil.

# 4.2.7 Analysis of NYCDEP Parameters in Groundwater

The four groundwater samples (SB1-GW, SB2-GW, SB3-GW, and SB6-GW) were analyzed for the parameters required by the NYCDEP Limitations for Effluent to Sanitary or Combined Sewers. Lead exceeded the corresponding NYCDEP Sewer Discharge Limitations in samples SB2-GW and SB6-GW. TSS exceeded the corresponding Discharge Limitations in all four samples. The presence of lead in the groundwater may be attributed to a nearby historic property, MTA NYCT York Avenue Fan Plant, located at York Avenue and East 60th Street which historically generated lead waste. This facility may have also resulted in the release of lead to the surrounding environment. The presence of TSS in the groundwater is attributed to the fact that the (unfiltered) samples were collected from TWPs and not a permanent monitoring well. However, it should be noted that groundwater samples collected from TWPs are considered to be more representative of conditions to be encountered during construction activities.

All other parameters were within NYCDEP Sewer Discharge Criteria. However, based on the results for lead and TSS, groundwater does not meet NYCDEP Sewer Discharge Criteria and may require pretreatment prior to discharge. Refer to Table 8 for a summary of selected NYCDEP parameters in groundwater.



# 5.0 CONCLUSIONS AND RECOMMENDATIONS

Based on the evaluation of the field screening data, the laboratory analytical results, and a comparison to applicable regulatory standards, the following conclusions are presented.

- Field screening identified potential petroleum-impacted soils in borings SB3 and SB6. Two possible sources, including the two historic Con-Edison MGP facilities located at the southwest corner of York Avenue and East 62nd Street and on the east side of York Avenue between East 59th Street and East 60th Street and a current Mobil service station located on the east side of York Avenue between East 61st Street and East 62nd Street, are present in, or near, the corridor.
- Laboratory analytical results identified fuel-related VOCs at locations on 62nd Avenue that are likely attributed to the Con-Edison MGP facility located on the southwest corner of York Avenue and East 62nd Street and the current Mobil service station located on the east side of York Avenue between East 61st Street and East 62nd Street. SVOCs were detected at all locations and are also likely attributed to the Con-Edison MGP facility and Mobil station. The SVOCs may also be attributed to historic fill material placed on the Corridor. The VOC and SVOC concentrations did not exceed any of the guidance criteria.
- Laboratory analytical results identified metals at elevated levels relative to Unrestricted Use (Track 1) SCOs, Restricted Use (Track 2) SCOs, and/or CP-51 SSCOs throughout the Corridor. The presence of the elevated concentrations of metals in subsurface soils in the Corridor are likely indicative of the presence of historic fill material placed at the Site or existing source of lead contamination at the former York Avenue Fan Plant.
- The subsurface soils did not exhibit hazardous waste characteristics based upon the waste characterization analysis.
- Groundwater samples contained concentrations of lead and/or TSS that exceeded the NYCDEP Sewer Discharge Criteria. The presence of lead in the groundwater may be attributed to a nearby historic property, MTA NYCT York Avenue Fan Plant, located at York Avenue and East 60th Street which historically generated lead waste. This facility may have also resulted in the release of lead to the surrounding environment. The presence of elevated levels of TSS in the groundwater is attributed to the fact that the (unfiltered) samples were collected from TWPs and not permanent monitoring wells. However, it should be noted that the groundwater samples collected from TWPs are considered to be more representative of conditions to be encountered during construction activities.

Based on the results of the field investigation and laboratory analytical results, LiRo recommends the following.

• The Contract documents should identify provisions and a contingency for managing, handling, transporting, and disposing of non-hazardous petroleum-contaminated soil. The Contractor should be required to submit a Material Handling Plan to identify the specific protocol and procedures that will be employed to manage the waste in accordance with applicable regulations.



- Due to the presence of petroleum-impacted soil and metals concentrations above Unrestricted Use (Track 1) SCOs, Restricted Use (Track 2) SCOs, CP-51 SSCOs, and/or the twenty times RCRA Hazardous Waste Levels, dust control procedures are recommended during excavation activities to minimize the creation and dispersion of fugitive airborne dust. The Contractor may implement dust control measures to minimize potential airborne contaminants released as a direct result of construction activities. A Community Air Monitoring Plan (CAMP) shall be developed in accordance with NYSDEC DER-10 Regulations. The CAMP requires real-time monitoring for particulates (i.e., dust) at the downwind perimeter of each designated work area when certain activities are in progress at contaminated sites. The CAMP is intended to provide a measure of protection for the downwind community from potential airborne contaminant releases as a direct result of investigative and remedial work activities. Specific requirements shall be reviewed for each situation in consultation with the New York State Department of Health (NYSDOH) to ensure proper applicability.
- Dewatering may be necessary during construction activities in the Corridor. Since lead and TSS were detected in groundwater samples at concentrations exceeding the NYCDEP Sewer Discharge Limitations, groundwater may require pre-treatment prior to discharge. Therefore, should dewatering be necessary during construction activities within the Corridor, the contractor should be required to obtain a NYCDEP sewer discharge permit.
- In addition, if discharge into storm sewers is required during dewatering, it must be done under the
  appropriate NYSDEC State Pollutant Discharge Elimination System (SPDES) permit. Additional
  sampling and laboratory analysis will be required to satisfy NYSDEC requirements prior to discharge
  into storm sewers.
- Before beginning any excavation activity, the contractor shall submit a site-specific health and safety plan (HASP) that will meet the requirements set forth by Occupational Safety and Health Administration (OSHA), the NYSDOH, and any other applicable regulations. The HASP should identify the possible locations and risks associated with the potential contaminants that may be encountered, and the administrative and engineering controls that will be utilized to mitigate concerns (i.e., dust control procedures for metals).



New York City Department of Design and Construction
Final Phase II Subsurface Corridor Investigation Report
Reconstruction of Water Main and Combined Sewer in York Avenue
New York, NY

# 6.0 STATEMENT OF LIMITATIONS

The data presented and the opinions expressed in this report are qualified as stated in the attachment to this section of the report.

Report Prepared By:

Amy Hewson

Senior Environmental Analyst

Report Reviewed By:

Stephen Frank Senior Geologist

Report Reviewed By:

Robert Kreuzer Project Manager



#### STATEMENT OF LIMITATIONS

The data presented and the opinions expressed in this report are qualified as follows:

The sole purpose of the investigation and of this report is to assess the physical characteristics of the Site with respect to the presence or absence in the environment of oil or hazardous materials and substances as defined in the applicable state and federal environmental laws and regulations and to gather information regarding current and past environmental conditions at the Site.

LiRo derived the data in this report primarily from visual inspections, examination of records in the public domain, interviews with individuals with information about the Site, and a limited number of subsurface explorations made on the dates indicated. The passage of time, manifestation of latent conditions or occurrence of future events may require further exploration at the Site, analysis of the data, and reevaluation of the findings, observations, and conclusions expressed in the report.

In preparing this report, LiRo has relied upon and presumed accurate certain information (or the absence thereof) about the Site and adjacent properties provided by governmental officials and agencies, the Client, and others identified herein. Except as otherwise stated in the report, LiRo has not attempted to verify the accuracy or completeness of any such information.

The data reported and the findings, observations, and conclusions expressed in the report are limited by the Scope of Services, including the extent of subsurface exploration and other tests. The Scope of Services was defined by the requests of the Client, the time, and budgetary constraints imposed by the Client, and the availability of access to the Site.

Because of the limitations stated above, the findings, observations, and conclusions expressed by LiRo in this report are not, and should not be considered, an opinion concerning the compliance of any past or present owner or operator of the site with any federal, state or local law or regulation. No warranty or guarantee, whether express or implied, is made with respect to the data reported or findings, observations, and conclusions expressed in this report. Further, such data, findings, observations, and conclusions are based solely upon site conditions in existence at the time of investigation.

This report has been prepared on behalf of and for the exclusive use of the Client, and is subject to and issued in connection with the Agreement and the provisions thereof.

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### **TABLES**

TABLE 1 – SUMMARY OF ENVIRONMENTAL BORING DATA

TABLE 2 – SUMMARY OF TCL VOCs DETECTED IN SOIL

TABLE 3 – SUMMARY OF TCL SVOCs DETECTED IN SOIL

TABLE 4 – SUMMARY OF TAL METALS DETECTED IN SOIL

TABLE 5 – SUMMARY OF PESTICIDES DETECTED IN SOIL

TABLE 6 – SUMMARY OF PCBs DETECTED IN SOIL

TABLE 7 – SUMMARY OF WASTE CLASSIFICATION PARAMETERS DETECTED IN SOIL

TABLE 8 – SUMMARY OF NYCDEP GROUNDWATER PARAMETERS

# TABLE 1 FINAL PHASE II SCI RECONSTRUCTION OF WATER MAIN AND COMBINED SEWERS IN YORK AVENUE, NEW YORK, NY SUMMARY OF ENVIRONMENTAL BORING DATA DDC CAPIS ID No. SEN002169 WORK ORDER NO: 7396-LIRO-2-7095

Boring No.	Sample ID	PID (ppm)	Sample Interval (ftbg)	Total VOCs (mg/kg)	Total SVOCs (mg/kg)	Metals Exceed (Yes/No) ¹	Total PCBs (mg/kg)	Total Pesticide (mg/kg)	Depth to Water (ftbg)	Total Depth (ftbg)	Other Comments
SB1	York-SB1-14.5-15'	<1	14.5-15	0.0019	NA	NA	ND	ND	14.33	19	
SB1	York-SB1-0-19'	<1	0-19	NA	0.39	Yes	ND	ND	14.33	19	
SB2	York-SB2-14.5-15'	<1	14.5-15	ND	NA	NA	ND	ND	12.11	20	
SB2	York-\$82-0-20'	<1	0-20	NA	0.682	Yes	ND	ND	12.11	20	
SB3	York-SB3-2'	175	2	0.1543	NA	NA	ND	ND	7.41	11	
SB3	York-SB3-0-11'	175	0-11	NA	3.43	Yes	ND	ND	7.41	11	
SB4	York-SB4-14.5-15'	<1	14.5-15	0.203	NA	NA.	ND	ND	Not observed	16	
SB4	York-SB4-0-16'	<1	0-16	NA	1.25	Yes	ND	ND	Not observed	16	
SB5	York-SB5-16.5-17'	<1	16.5-17	ND	NA	NA	ND	ND	Not observed	20	
SB5	York-S85-0-20'	<1	0-20	NA NA	0.176	Yes	ND	ND	Not observed	20	
SB6	York-SB6-14.5-15'	150	14.5-15	0.011	NA	NA	ND	ND	14.85	15.5	
SB6	York-SB6-0-15.5'	150	0-15.5	NA NA	2.019	Yes	ND	ND	14.85	15.5	

Notes:

1. Metal(s) exceeds NYSDEC Part 375 Unrestricted SCO or CP-51 SSCO.

All soil samples were analyzed for Target Compound List (TCL) Volatile Organic Compounds (VOCs), Semi-Volatile Organic Compounds (SVOCs), Pesticides, PCBs, and Target Analyte List (TAL) Metals.

NA = Not Analyzed fibg = feet below grade ppm = parts per million or mg/kg mg/kg = milligram/kilogram

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## TABLE 2 FINAL PHASE II SCI RECONSTRUCTION OF WATER MAIN AND COMBINED SEWERS IN YORK AVENUE, NEW YORK, NY SUMMARY OF TCL VOCS DETECTED IN SOIL DDC CAPIS ID No. SEN002169 WORK ORDER NO: 7396-LIRO-2-7095

	Unrestricted Use	Restricted Use	CP-51 Soil		Sai	mple ID, Dept	th, and Date Collec	ted	
TCL VOC	(Track 1) Soil Cleanup Objectives (SCOs)	(Track 2) Soil Cleanup Objectives (SCOs)	Cleanup Levels (SCLs)	York-SB1-14.5-15 14.5-15 ftbg 2/27/2011	York-SB2-14.5-15 14.5-15 ftbg 2/27/2011	York-SB3-2 2 ftbg 2/26/2011	York-SB4-14.5-15 14.5-15 ftbg 2/27/2011	York-SB5-16.5-17 16.5-17 ftbg 2/27/2011	York-SB6-14.5-15 14.5-15 ftbg 2/27/2011
Acetone	0.05	100	NS	ND ·	- ND	ND	ND	ND	0.011
Methylene Chloride	0.05	100	NS	0.0019 J	ND	ND.	ND	ND	ND
Toluene	0.7	100	0.7	ND	ND	0.0013 J	0.021	ND	ND
Cyclohexane	NS	NS	NS	ND	ND	0.039	ND ·	ND	ND
Methylcyclohexane	NS	NS	NS	. ND	ND	0.1	ND	ND	ND
Benzene	0.06	4.8	0.08	ND	ND	0.0018 J	0.045	ND	ND
Ethylbenzene	1	41	1	ND	ND	0.006	0.038	ND	ND
o-Xylene	NS	NS	NS	ND	ND	0.0013 J	0.054	ND	ND
Isopropylbenzene	NS	NS	2.3	ND	ND	0.0049 J	0.011	ND	ND
m/p-Xylenes	NS	NS	NS	ND	ND	ND	0.034	ND	ND
Xylene (Total)	0.26	100	0.26	ND	ND	0.0013 J	0.088	ND	ND
Total VOCs	NS	NS	NS	0.0019	ND	0.1543	0.203	ND	0.011

All concentrations are reported in parts per million (ppm or mg/kg)

ND = Compound not detected above method detection limit (see attached lab report for mdl's)

NS = No Standard

J = Compound detected below the quantitation limit
ftbg = feet below grade

SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006)

SCLs = Soil Cleanup Levels as per NYSDEC CP-51 Soil Cleanup Guidance Document, Table 2 (October 21, 2010)

BOLD = Concentration exceeds NYSDEC CP-51 SCLs
Shading = Concentration exceeds Unrestricted Use (Track 1) Soil Cleanup Objectives
Italicized = Concentration exceeds Restricted Use (Track 2) Soil Cleanup Objectives

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## TABLE 3 FINAL PHASE II SCI RECONSTRUCTION OF WATER MAIN AND COMBINED SEWERS IN YORK AVENUE, NEW YORK, NY SUMMARY OF TCL SVOCs DETECTED IN SOIL DDC CAPIS ID No. SEN002169 WORK ORDER NO. 7386-LIRO-2-7095

	Unrestricted Use (Track 1)	Restricted Use (Track 2)	CP-51 Soil Cleanup		S	ample ID, Depth	, and Date Colle	cted	
TCL SVQC	Soil Cleanup	Soil Cleanup	Levels (SCLs)	York-SB1-0-19	York-\$B2-0-20	York-SB3-0-11	York-\$B4-0-16	York-SB5-0-20	York-8B6-0-15.
	Objectives (SCOs)	Objectives (SCOs)		0-19 ftbg 2/27/2011	0-20 ftbg	0-11 ftbg	0-16 ftbg	0-20 ftbg	0-15.5 ftbg
Benzaldehyde	NS	NS	NS		2/27/2011	2/27/2011	2/27/2011	2/27/2011	2/27/2001
Benzo(a)anthracene	1	<u> </u>	NS	ND	ND	0.48	ND	ND	ND
Benzo(a)pyrene	<del> </del>			0.051 J	0.062 J	0.11 J	0.12 J	ND .	0.17 J
Benzo(b)flouranthene			1	ND	ND	0.17 J	0.13 J	ND	0.17 J
Benzo(k)flouranthene			1	0.055 J	0.057 J	0.23 J	0.14 J	ND	0.23 J
	0.8	3.9	0.8	ND	ND	0.08 J	0.09 J	ND	0.082 J
Benzo(g,h,i)perylene	100	100	100	ND	ND	0.24 J	0.12 J	ND	0.13 J
Chrysene	11	3.9	1	ND	0.063 J	0.15 J	0.12 J	ND	0.19 J
Dimethylphthalate	NS	NS NS	NS	0.12 JB	0.12 JB	0.13 JB	0.11 JB	0.12 JB	
Flouranthene	100	100	100	0.079 J	0.13 J	0.22 J	0.11 JB	ND ND	0.15 JB
Indeno(1,2,3-cd)pyrene	0.5	0.5	0.5	ND	ND	0.18 J	0.081 J		0.29 J
Napthalene	12	100	12	ND	ND ND			ND	0.097 J
2-Methylnaphthalene	NS	NS	NS	ND ND		0.54	ND	ND	ND
Phenanthrene	100	100	100		ND	0.34 J	ND	ND	ND
yrene	100	100		ND	0.12 J	0.33 J	0.073 J	ND	0.17 J
Total SVOCs	NS NS	NS	100	0.085 J	0.13 J	0.23 J	0.18 J	0.056 J	0.34 J
	NS	เล	NS	0.39	0.682	3.43	1.25	0.176	2.019

Notes:

All concentrations are reported in parts per million (ppm or mg/kg)

ND = Compound not detected above method detection limit (see attached lab report for md/s)

NS = No Standard

J = Compound detected below the quantitation limit

B = Compound was detected in an associated laboratory blank

ftbg = feet below grade

SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006)

SCLs = Soil Cleanup Levels as per NYSDEC CP-51 Soil Cleanup Guidance Document, Table 3 (October 21, 2010)

BOLD = Concentration exceeds NYSDEC CP-51 SCLs
Shading = Concentration exceeds Unrestricted Use (Track 1) Soil Cleanup Objectives
Italicized = Concentration exceeds Restricted Use (Track 2) Soil Cleanup Objectives

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## TABLE 4 FINAL PHASE II SCI RECONSTRUCTION OF WATER MAIN AND COMBINED SEWERS IN YORK AVENUE, NEW YORK, NY SUMMARY OF TAL METALS DETECTED IN SOIL DDC CAPIS ID NO. SEN002169 WORK ORDER NO: 7396-LIRO-2-7095

	Unrestricted	Restricted Use	RCRA	CP-51 Supplemental Soil	,	S	ample ID, Depth,	and Date Collec	cted	
Target Analyte	Use (Track 1)	(Track 2)	Hazardous	Cleanup	York-SB1-0-19	York-SB2-0-20	York-SB3-0-11	York-SB4-0-16	York-SB5-0-20	York-SB6-0-15.5
List Metal	Soll Cleanup	Soil Cleanup	Waste	Objectives	0-19 ftbg	0-20 ftbg	0-11 ftbg	0-16 ftbg	0-20 ftba	0-15.5 ftba
	Objectives (SCOs)	Objectives (SCOs)	Levels (mg/L)	(SSCOs) - Residential	2/27/2011	2/27/2001	2/27/2011	2/27/2011	2/27/2011	2/27/2011
Aluminum	NS	NS	NS	NS	8,300	14,000	11,600	10,400	2.960	10,600
Antimony	NS	NS	NS	NS	ND	ND	ND	2.86	ND	ND
Arsenic	13	16	5	NS NS	3.73	8.06	2.08	7	0.72 J	3.34
Barium	350	400	100	NS	69.8	130	107	185	23	114
Beryllium	7.2	72	NS	NS	0.57	1.17	0.99	4.35	0.2 J	0.56
Calcium	NS	NS	NS	NS	4,940	530	3.800	7,610	2,910	6,810
Chromium (total)	1/30*	22/36*	5	NS	15.5	35.9	26.7	58.2	6.25	24.1
Cobalt	NS	NS	NS	30	5.99	12.1	8.84	192	2.16	7.26
Copper	50	270	NS	NS	18.2	40.5	34	421	8.79	30.8
ron	2,000	NS	NS	2,000	16,300	30,800	23,600	42,900	5,640	19,400
Lead	63	400	5	NS	55.7	65.3	48.6	327	14	67.5
Magnesium	NS	NS	NS	NS	4,580	4.560	3.740	4,230	803	5,160
Manganese	1,600	2,000	NS	NS	217	362	140	1,450	116	209
Nickel	30	310	NS	NS	12.7	24.9	19.9	61.9	4.3	14.7
Potassium	NS	NS	NS	NS	2,010	4,840	3,200	3.820	367	4,930
Selenium	3.9	180	1	NS	0.65 J	1.44	1.62	1.26	ND	0.84
Silver	2	180	5	NS NS	0.5 J	1.05	0.75	1.65	ND	0.69
Sodium	NS	NS	NS	NS	337	520	378	642	212	584
Thallium	NS	NS	NS	NS	0.76 J	1.65 J	1.22 J	0.27 J	ND	1.61 J
Vanadium	NS	NS	NS	100	21.1	42	40.3	62	10.5	38.3
Zinc	109	10,000	NS	NS	58.3	61	105	2,500	23.2	76.3
Mercury	0.18	0.18	NS	NS	0.086	0.083	0.055	0.147	0.042	0.098

NOISE: NO

NS = NO Standard
SB = Site Background Concentration
J = Compound detected below the quantitation limit

Tibg = feet below grade
SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006)
RCRA = Toxicity Characteristic Regulatory Levels for Hazardous Waste published in RCRA
SSCOs = Supplemental Soil Cleanup Objectives as per NYSDEC CP-51 Soil Cleanup Guidance Document, Table 1 - Residential (October 21, 2010)

BOLD = Concentration exceeds NYSDEC CP-51 SSC0s
Shading = Concentration exceeds Directrical Use (Track 1) Soil cleanup Objectives
Italicized = Concentration exceeds Restricted Use (Track 2) Soil Cleanup Objectives
Underling = Concentration exceeds twenty time RCRA Hazardous Waste Level
*= Separate SCOs for Chromium VVChromium III. The chromium result is a total value that may not be representative of Chromium VI

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# TABLE 5 FINAL PHASE II SCI RECONSTRUCTION OF WATER MAIN AND COMBINED SEWERS IN YORK AVENUE, NEW YORK, NY SUMMARY OF PESTICIDES DETECTED IN SOIL DDC CAPIS ID No. SEN002169 WORK ORDER NO: 7396-LIRO-2-7095

TCL Pesticides	Unrestricted Use	Restricted Use (Track 2)	Objectives (SSCOs)								
	Soil Cleanup			York-SB1-0-19 0-19 ftba	York-SB2-0-20 0-20 ftba	York-SB3-0-11 0-11 ftba	York-884-0-16 0-16 ftba	York-\$B5-0-20 0-20 ftba	York-S86-0-15.5 0-15.5 ftbq		
				2/27/2011	2/27/2011	2/27/2011	2/27/2011	2/27/2011	2/27/2011		
Pesticides	1	NS	NS	ND	ND	ND	ND	ND	ND		

Notes:
All concentrations are reported in parts per million (ppm or mg/kg)
ND = Compound not detected above method detection limit (see attached lab report for md/s)
NS = No Standard
fibg = feet below grade
SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006)
SSCOs = Supplemental Soil Cleanup Objectives as per NYSDEC CP-51 Soil Cleanup Guldance Document, Table 1 (October 21, 2010)

BOLD = Concentration exceeds NYSDEC CP-51 SSCOs
Shading = Concentration exceeds Unrestricted Use (Track 1) Soil Cleanup Objectives
Italicized = Concentration exceeds Restricted Use (Track 2) Soil Cleanup Objectives

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# TABLE 6 FINAL PHASE II SCI RECONSTRUCTION OF WATER MAIN AND COMBINED SEWERS IN YORK AVENUE, NEW YORK, NY SUMMARY OF PCBs DETECTED IN SOIL DDC CAPIS ID No. SEN002169 WORK ORDER NO: 7396-LIRO-2-7095

TCL PCBs	Unrestricted Use (Track 1)	Restricted Use (Track 2)	CP-51 Supplemental Soil Cleanup Objectives (SSCOs) - Residential	Sample ID, Depth, and Date Collected  York-SB1-0-19   York-SB2-0-20   YORKSB3-0-11   York-SB4-0-16   York-SB5-0-20   York-SB6-0-15.5							
	Soli Cleanup	Soil Cleanup Objectives (SCOs)		York-SB1-0-19	York-SB2-0-20	YORK\$83-0-11	York-SB4-0-16	York-8B5-0-20	York-SB6-0-15.5		
1 1	Objectives (SCOs)				0-20 ftbg	0-11 ftbg	0-16 ftbg	0-20 ftbgs	0-15.5 ftba		
PCBs	0.4			2/27/2011	2/27/2011	2/27/2011	2/27/2011	2/27/2011	2/27/2011		
i CDS	U.1		NS	ND	ND	ND	ND	ND	ND		

Notes:

Notes:

All concentrations are reported in parts per million (ppm or mg/kg)

ND = Compound not detected above method detection limit (see attached lab report for md/s)

NS = No Standard

ftbg = feet below grade

SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006)

SSCOs = Supplemental Soil Cleanup Objectives as per NYSDEC CP-51 Soil Cleanup Guidance Document, Table 1 (October 21, 2010)

BOLD = Concentration exceeds NYSDEC CP-51 SSCOs Shading = Concentration exceeds Unrestricted Use (Track 1) Soil Cleanup Objectives Italicized = Concentration exceeds Restricted Use (Track 2) Soil Cleanup Objectives

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## TABLE 7 FINAL PHASE II SCI RECONSTRUCTION OF WATER MAIN AND COMBINED SEWERS IN YORK AVENUE, NEW YORK, NY SUMMARY OF WASTE CLASSIFICATION PARAMETERS DETECTED IN SOIL DDC CAPIS ID No. SEN002189 WORK ORDER NO: 7396-LIRO-2-7095

Parameter	6 NYCRR Part 371 and RCRA	Well ID and Date Collected				
		York-SB1-SB6-SiteComp-A 2/27/2011	York-8B1-SB6-SiteComp-B 2/27/2011			
VOCs ¹	mg/L	ND	. ND			
SVOCs ¹	mg/L	ND	ND			
PESTs ¹	mg/L	ND	ND			
HERBs ¹	mg/L	ND ND	ND			
METALs ¹	mg/L	mg/L	mg/L			
Barium Lead	100 5	0.407 J 1	0.463 J 0.516 J			
PESTICIDES ¹	mg/L	ND	ND			
PCBs ¹	mg/L	ND	ND			
MISC. PARAMETERS (units)		<del> </del>	,			
Reactivity Sulfide (mg/kg)	500	<40	<40			
Reactivity Cyanide (mg/kg)	250	<0.1	<0.1			
pH (SU)	2-12.5	9.38	9.26			
gnitability	>140 °F	No	No			
TPHC Diesel Range Organics (mg/kg)	NS	9.447	9.707			
TPHC Gasoiline Range Organics (mg/kg)	NS	0.043 J	0.044 J			

Notes:

1 - Analysis conducted using TCLP Procedure
NS = No Standard
NS = No Standard
ND = Compound not detected above method detection limit (see attached lab report for mdl's)
J = Compound detected below the quantitation limit
Shading = Concentration exceeds 6 NYCRR Part 371 and RCRA Toxicity Characteristic Regulatory Levels for Hazardous Waste

LiRo Engineers, Inc. DDC Project No: SEN002169

5/9/2011 Work Order Letter No: 7396-LIRO-2-7095

## TABLE 8

### FINAL PHASE II SCI

### RECONSTRUCTION OF WATER MAIN AND COMBINED SEWERS IN YORK AVENUE, NEW YORK, NY NYCDEP GROUNDWATER PARAMETERS DDC CAPIS ID No. SEN002169 WORK ORDER NO: 7396-LIRO-2-7095

	NYC DEP Limit	ations	Well II	Well ID, Date Collected, and Depth to Water					
Parameter ¹	to Sanitary	or	York-SB1-GW	York-SB2-GW	York-SB3-GW	York-SB6-GW			
	Combined Se	wers	2/27/2011	2/27/2011	2/27/2011	2/27/2011			
			14.33 ftbg	12.11 ftbg	7.41 ftbg	Not observed			
Non-Polar Material ²	50	mg/L	<5	<5	<5	<5			
pH	5 - 12	SU's	7.49	6.95	7.32	8.04			
Temperature	> 150	°F	51.6	51.5	51.5	51.3			
Flash Point - Liquid/Solid	> 140	°F	>150	>150	>150	>150			
Cadmium (Instantaneous or Composite)	2,000 or 690 for composite samples	ug/L	ND	56.8	0.77 J	34.2			
Chromium Hexavalent (VI)	5	mg/L	<0.01	<0.01	<0.01	<0.01			
Copper	5.000	ug/L	ND	78.1	52.9	2,270			
Lead	2,000	ug/L	ND ND	4,160	92	6.850			
Mercury	50	ug/L ug/L	ND ND	7.7	0.29 N	23.3 D			
Nickel	3,000	ug/L	ND	582	43.6	569			
Zinc	5,000	ug/L	ND	1.270	80.2	1,740			
Benzene	134	ug/L	ND	ND	84	ND ND			
Carbontetrachloride	NS NS	ug/L	ND ND	ND	ND ND	ND			
Chloroform	NS NS	ug/L	ND	ND	ND	ND			
1.4 Dichlorobenzene	NS	ug/L	ND	ND	ND	ND			
Ethylbenzene	380	ua/L	ND	ND	16	ND			
MTBE (Methyl-Tert-Butyl-Ether)	50	ug/L	ND	ND	ND	ND			
Naphthalene	47	ug/L	ND	ND	ND	ND			
Phenol	NS	mg/L	0.018 J	<0.05	0.272	<0.05			
Tetrachloroethene	20	ug/L	ND	ND	ND	ND			
Toluene	74	ug/L	ND	ND	22	ND			
1,2,4 Trichlorobenzene	NS	ug/L	ND	ND	ND	ND			
1,1,1 Trichloroethane	NS	ug/L	ND	ND	ND	ND .			
Xylenes (Total)	74	ug/L	ND	ND	ND	ND			
PCBs (Total)3	1	ug/L	0.62	ND	ND	ND			
Total Suspended Solids	350 ⁴	mg/L	1,650	5,520	3,100	28,300			
CBOD ⁵	NS	mg/L	<2	21	21	4			
Chloride ⁵	NS	mg/L	400	1140	3,350	1.000			
Total Nitrogen ⁵	NS	mg/L	ND	5.766	30.6	1.92			
Total Solids ⁵	NS	mg/L	2,350	15,400	10,000	45.900			

All concentrations are reported in parts per million (ppm or mg/L) or parts per billion (ppb or ug/L)

NS = No Standard

ND = Compound not detected above method detection limit (see attached lab report for mdl's)

J = Compound detected below the quantitation limit

SU = Standard unit

N = Spiked sample recovery not within control limits

D = The reported value is from a dilution

ftbg = feet below grade

BOLD and Shaded = Concentration exceeds NYCDEP Limitations for Effluent to Sanitary or Combined Sewers (daily limit)

² Analysis for non-polar materials was performed by EPA method 1664.

¹ All handling and preservation of collected samples and laboratory analyses of samples was performed in accordance with 40 CFR Part 136.

³ Analysis for PCBs was performed according to EPA method 608 with method detection limit =<65 parts per trillion. Analysis for PCBs is required if discharge =>10,000 gallons per day (gpd) and duration of discharge > 10 days.

For discharge >= 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 discarge >= 10,000 gpd



FIGURE 1 – TOPOGRAPHIC CORRIDOR LOCATION MAP

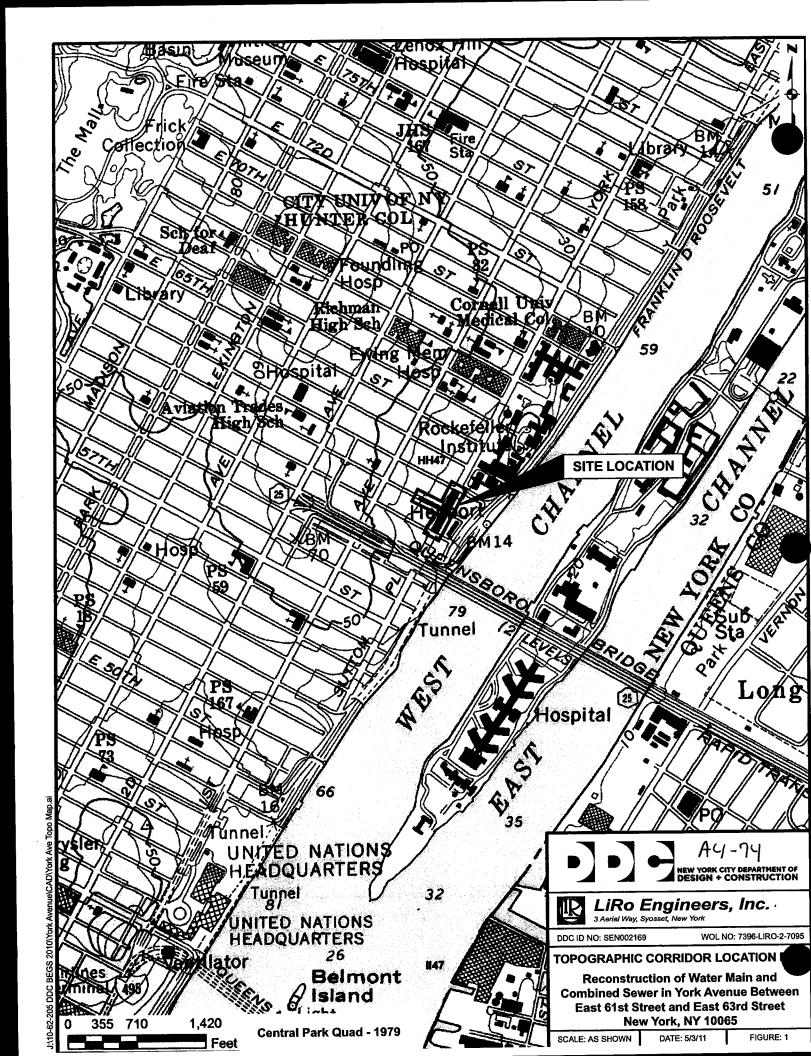
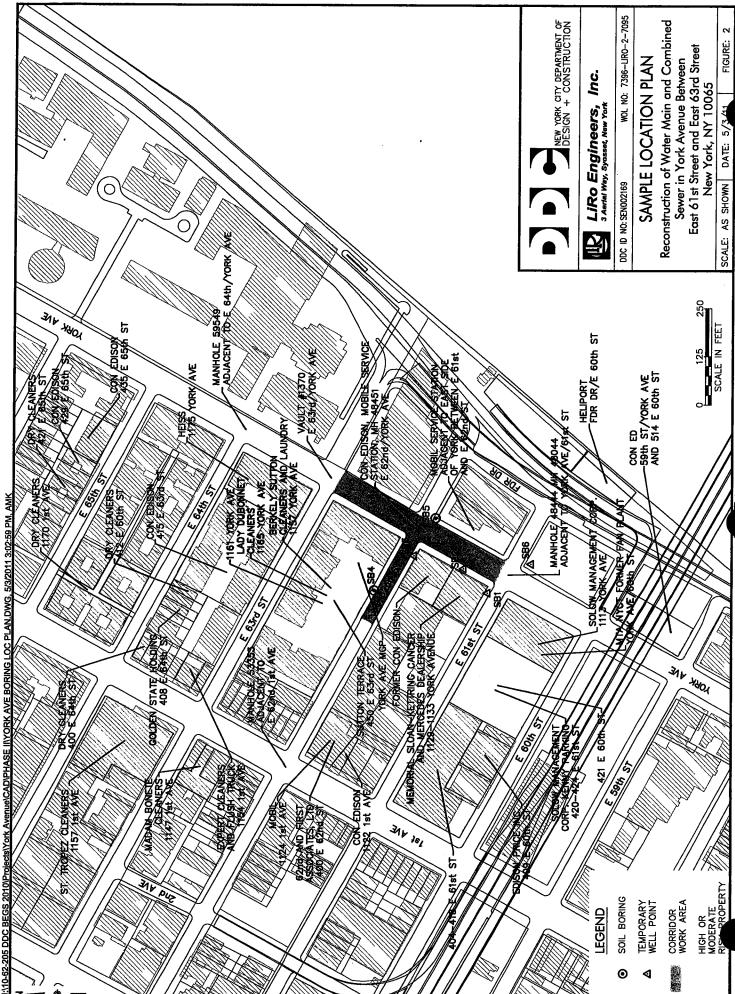




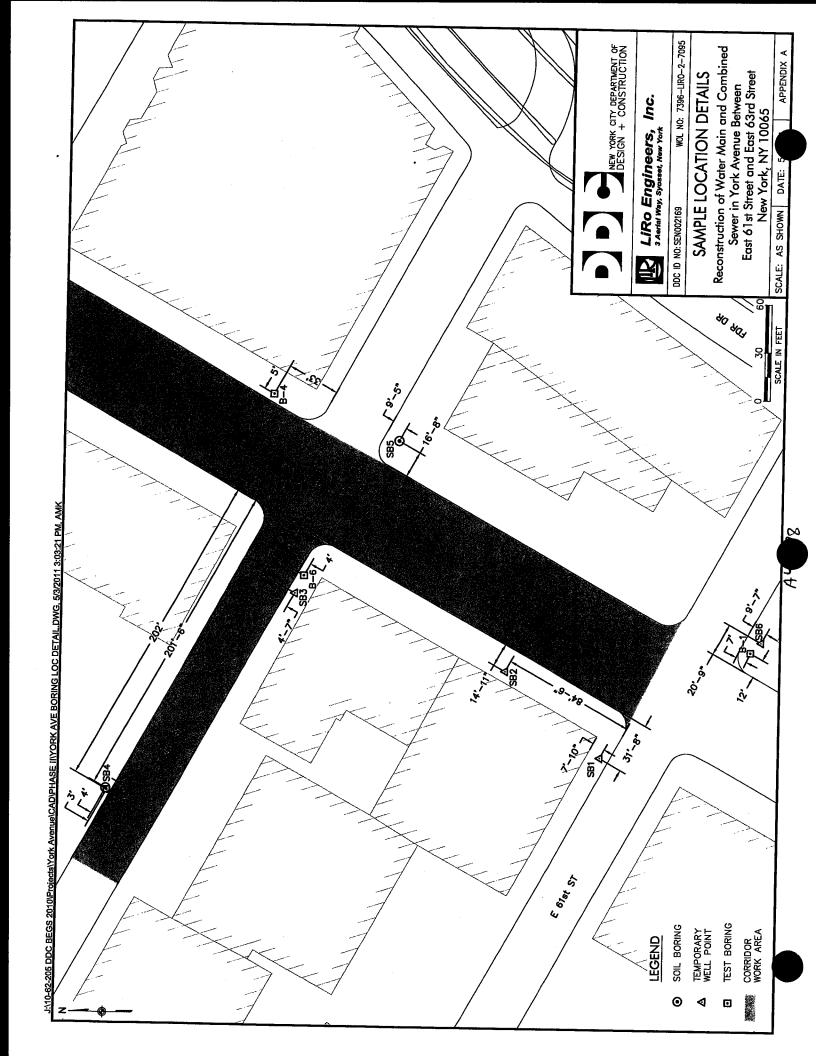
FIGURE 2 – SAMPLE LOCATION PLAN



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## APPENDIX A BORING LOCATION SKETCHES





## APPENDIX B GEOLOGIC BORING LOGS AND TEMPORARY WELL CONSTRUCTION DETAILS

TR.			L	iRe	o E	Engi	neers	, Inc.		TEST BORING LOG			
						G	•			BORING NO:	SB-1		
PROJECT	:	York Av	enue P	hase I	l Corri	dor Invest	igation			SHEET:	1 of	1	
CLIENT:	7-14					Construct	<del></del>			JOB NO.:			
BORING C	ONTRAC						esting, Inc.			LOCATION: NW. corn of 61st 8			
GROUND	WATER:						CAS.	SAMPLER	TUBE	GROUND ELEVATION:			
DATE	TIME	LEV	'EL	TY	PE	TYPE	Geoprobe			DATE STARTED:	Fel	oruary 26, 2011	
02/27/11	14:00	14.33		ВС	3S	DIA.	2 in. dia.	Macro Core	5 ft.lg	DATE FINISHED:		oruary 27, 2011	
		*				WT.	n/a			DRILLER:	-	Andrea Babil	
						FALL	n/a			GEOLOGIST:	S	cott Swanson	
										REVIEWED BY:			
			SAMF	PLE					DESCR	IPTION			
DEPTH		"S"	"N"	BLC	)WS	REC%		CONSISTENCY		MATERIAL	USCS	REMARKS	
FEET	STRATA	NO.	NO.	PEF	₹6"	RQD%	COLOR	HARDNESS		DESCRIPTION			
1						n/a			HAN	D CLEARED TO 5 Feet 2-26-11		0 ppm PID	
						1	dk bm			gravelly cs sands			
							uik biiii			ravelly fn - cs sand w/some silt			
									-	broken frag. Mica schist rock			
									1				
5			<b> </b>	<b>  </b>					g	ravelly sand size schist flakes	1		
		1				30%	dk brn			weathered mica schist		0 ppm PID	
									g	ravelly sand size schist flakes		no odors	
										mixed with sand		moist	
									b	roken mica schist rock pieces		0 ppm PID	
10										in bottom of macro-core			
		2				17%	dk brn			gravelly silt	1	very moist	
		_					uk bili			gravery and		0 ppm PID	
		,									!	* *	
										*		no odors	
15												* VOC grab	
		3				100%	dk brn			sandy silt		v. moist to	
						!	org-bm			becoming wet mottled silt		saturated	
							org-gry-gm			silty sand and broken schist			
							dk brn			fine particle weatherd schist		0 ppm PID	
20										REFUSAL AT 19 FEET			
20										ne. Oune no lee!			
							Í						
										•			
25													
											1 1	•	
				$\vdash \vdash$							1		
20													
30							:						
							1						
35													
COMMENT	rs:	VOC c	rab s	ampl	e co	lected a	t 14.5 to	15.0 ft bgs		PROJECT NO.:			
	Compo	site sa	mple	colle	cted	from 0-	19 for SV	OC, PCB, Pe	st.	BORING NO.:	SB-1	ļ	
	and me	tals; sl	ow re	charg	ge pa	artial DE	P sample	collected in	Temp Pi	ez.			

DRILLING	SUMMARY		TEMPOR	ARY WELL	CONS	TRUCTION	DETAIL
Geologist:							
	S. Swanson						
Drilling Cor	npany:						
\ \ \	fer Drilling & Testing, Inc.		Elevation	Γ	<del></del>	٦ ,	Ground Level
Driller:	iei Dilling & Testing, mc.		Elevation		7 [		AUGERHOLE
Dillici.	Andrea Babil			<u></u>			2.2 inch dia.
Rig Make/N						_	19 feet length
	Geoprobe 6610					<del></del>	
Date:	-/// 0.00						
	2/27/2011 0:00						
GEOLOG	IC LOG	D			,		PVC CASING 0.75 inch dia.
Depth(ft.)	Description	Е					13' feet length
=()							
		Р		9			
	See Log	<b>-</b>			$\vdash$		
		T			H		
		Н					
				water @ 14.33 ft→			
							PVC SCREEN
	·				Н		0.75 inch dia.
					H	·	feet length
				19'			
		1					
WELL DE	:SIGN						
	CASING MATERIAL	l			SCREEN M	IATERIAL	
Surface:	Temp. Well Pulled After	er	Type:	Sch. 40 PVC			
	Sample Collection						
Monitor:	Sch. 40 PVC		Slot Size:	0.010"		<u>.</u>	
WIGHTON.	9011. TO 1 VO		0.0.0.0.	3.2.0			
COMMEN	TS:		-				
						<u> </u>	
Client:	NYCDDC	-	Location:	York Avenue		Project No.:	10-62-205
				Manhattan, N	<u> </u>		
			NITORING WEL	L	Well Number:	SB-1	
7	The LiRo Group		CONST	<b>TRUCTION DET</b>	AILS		

										TEST POPULO LOG			
			I	iR	o I	Engi	neers	, Inc.		TEST BOR		)G	
										BORING NO:	SB-2		
PROJECT	Τ:					ridor Inves				SHEET:	1 of	1	
CLIENT:			ment o			Construct				JOB NO.:			
BORING		CTOR:		Aquit	fer Dri	lling and T	esting, Inc.			LOCATION: 84.5 ft north of E. 61st St west side Y			
GROUND		,					CAS.	SAMPLER	TUBE	GROUND ELEVATION:			
DATE	TIME	LE\		+	YPE	TYPE	Geoprobe			DATE STARTED:	Fe	bruary 26, 2011	
02/27/11	12:50	12.11 f	t	В	GS	DIA.	2 in. dia.	Macro Core	5 ft.lg	DATE FINISHED:	Fe	bruary 27, 2011	
<u> </u>	<u> </u>			<u> </u>		WT.	n/a			DRILLER:		Andrea Babil	
	<del> </del>			-		FALL	n/a	l	l	GEOLOGIST:	S	cott Swanson	
ļ	<del> </del>	<u> </u>		<u> </u>		<u> </u>				REVIEWED BY:			
		T	SAM			1		<del></del>	DESCR	RIPTION	4 .		
DEPTH		<b>"</b> \$"	"N"	l	.ows	REC%		CONSISTENCY		MATERIAL	USCS	REMARKS	
FEET	STRATA	NO.	NO.	PE	R 6"	RQD%	COLOR	HARDNESS		DESCRIPTION			
1	]			<u> </u>		n/a			HAN	D CLEARED TO 5 Feet 2-26-11		0 ppm PID	
	1	ł	1				dk bm						
						1					1		
			l			1	it yel			grantally although a sound	l i		
5	•			$\vdash$	├	-	it yei			gravelly silty fine sand fine sand, some gravel, silt	1		
-	i		├	-	<del> </del>	7001				ine sand, some graver, sin	1		
		1			1	50%	org-brn			gravelly mottled fine sand		0 ppm PID	
					ļ					w/ mica flakes throughout		no odors	
					İ	j :						moist	
						]	blk-red			weathered schist	1 1	0 ppm PID	
10						1	black						
		2				60%					1		
<b></b>					├	1 55.71	dk bm			as above		very moist	
					<del> </del>	<u> </u>						0 ppm PID	
					<u> </u>	l i				becoming sandy silt		no odors	
						]	i			piece of red brick		0 ppm PID	
15						:	black			sandy gravels	1 1	* VOC grab	
		3				100%	dk gry	-		silty sand		saturated	
						i				w/ some gravels		no odors	
						1 1				W Some gravers	i i		
						i I					1 1	0 ppm PID	
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COMMENT		VOC g	rab s	ampl	e col	lected a	t 14.5 to	15.0 ft bgs		PROJECT NO.:			
	Compos	ite sar	mple (	collec	cted t	rom 0-2	0 for SVC	OC, PCB, Pes	t.	BORING NO.:	SB-2		
8	and met	ais; Di	EP sa	ımple	e colle	ected fro	om 1" Ten	np Piez. PVC	1			IL IL	

DRILLING SUMMARY	TEI	MPORARY WEL	L CONSTRUCTION	N DETAIL
Geologist: S. Swanso Drilling Company:	ח			
Aquifer Drilling & Testing, Inc Driller: Andrea Bab Rig Make/Model: Geoprobe 661 Date: 2/27/2011 0:0 GEOLOGIC LOG Depth(ft.) Description	Elevation			AUGERHOLE  2.2 inch dia.  20 feet length  PVC CASING  0.75 inch dia.  feet length
See Log	P T	10		PVC SCREEN  0.75 inch dia.  10 feet length
WELL DESIGN				
CASING MATERIAL			SCREEN MATERIAL	
Surface: Steel grade box	Туре:	Sch. 40 PVC		
Monitor: Sch. 40 PVC	Slot Siz	ze: 0.010"		
COMMENTS:	1			
Client: NYCDDC	Loca	Manhattan, N		10-62-205
The LiRo Group		MONITORING WELL CONSTRUCTION DET		SB-2

MP.			<b>I</b> .1	iRo l	Engi	neers,	Inc.		TEST BORIN	IG LO	G
(- <u>1</u> 2	1		L			icers,	1100.		BORING NO:	SB-3	
DDO ISCT		Vork Ave	onuo Di	basa II Cor	ridor Invest	idation			SHEET:	1 of	1
PROJECT					Construct				JOB NO.:		
CLIENT: BORING C						esting, Inc.			LOCATION: SW corn E. 62nd St.	37 ft wes	st of York Ave.
GROUND		TOIL.		Aquilor D.	inig and t	CAS.	SAMPLER	TUBE	GROUND ELEVATION:		
DATE	TIME	LEVI	Ei I	TYPE	TYPE	Geoprobe			DATE STARTED:	Feb	oruary 26, 2011
02/27/11	11:30	7.41ft.		BGS	DIA.	2 in. dia.	Macro Core	5 ft.lg	DATE FINISHED:	Feb	oruary 27, 2011
02/2/111	11.50	7.4110.		000	WT.	n/a			DRILLER:	С	hris Stratton
					FALL	n/a			GEOLOGIST: S. Swanson and	Nicole M	lotto
					1				REVIEWED BY:		
			SAMP	LE				DESC	RIPTION		
DEPTH		"S"	"N"	BLOWS	REC%		CONSISTENCY		MATERIAL	USCS	REMARKS
FEET	STRATA	NO.	NO.	PER 6"	RQD%	COLOR	HARDNESS	ļ	DESCRIPTION		
	0.11.7.7					black		HAH	ID CLEARED TO 5 Feet 2-26-11		
11				<del></del>	-			l	velly cs sand, stained dk gray- blk		strong pet odor
				<del></del>	4	dk gry to		yıa	black stained soils observed	1	* VOC grab
					4	black		[			(175 ppm PID)
				-	4	1	1			1	35 ppm PID
5						yel-bm	<u></u>	<u>_</u>	avelly sandy silt w/ broken schist	1	
	İ	1				bm	Ì	Mediur	n sand some silt trace medium gravel		23ppm PID
											Water found at 7'
							Ì				
	l				7	blk			Fine- Medium Sand Wet		43ppm PID
<del>                                     </del>		ļ !			-	l bik	i				
10	İ		<u> </u>	<del> </del>		blk		-	Fine- Medium Sand	1	30ppm PID
		2		-		DIK		<u> </u>	REFUSAL AT 11 FEET		
	1	1	1	$\vdash$	_			l	REPUSAL AT TIFELT	1	
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15						İ		Took	Ground water level from TWP - 7.41'	1	
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COMME	ITS:	VOC	grab	sample	collected	l at 2 ft.bgs			PROJECT NO.:	CC ^	•
	Comp	osite s	ample	e collecte	ed 0 to 1	1 ft.bgs for	SVOC, PCB	<u>,</u> Pest.	BORING NO.:	SB-3	

DRILLING	SUMMARY		TEMPO	RARY WEL	L CONS	TRUCTION	I DETAIL
Geologist: Drilling Com	S. Swanson				,		
	Chris Stratton odel: Geoprobe 6620 2/27/2011 0:00	-	Elevation	1 water @ 7.41 ft→			AUGERHOLE 2.2 inch dia. 11 feet length  PVC CASING 0.75 inch dia. 2 feet length  PVC SCREEN 0.75 inch dia. 10 feet length
WELL DES	SIGN						
	CASING MATERIAL				SCREEN N	IATERIAL	
Surface:	Temp. Well Pulled After Sample Collection	er	Туре:	Sch. 40 PVC			,
Monitor:	Sch. 40 PVC		Slot Size:	0.010"			
COMMENT	S:		<u> </u>				
		· · · · · · · · · · · · · · · · · · ·				l	
Client:	NYCDDC		Location:	York Avenue Manhattan, N		Project No.:	10-62-205
7	he LiRo Group			ONITORING WE		Well Number:	SB-3

AR.			<b>T</b> .	iRo l	Engi	neers,	Inc.		TEST BOR	ING LOC	6
7-17	<b>/</b>		L	uiv i	111811	ice is,	1100		BORING NO:	SB-4	
DDO IECT		Varle Ave	anua D	hase II Con	ridor Invost	igation			SHEET:	1 of 1	
PROJECT				Design and					JOB NO.:		
CLIENT: BORING C						esting, Inc.			LOCATION: SW corn E. 62nd St.	37 ft wes	t of York Ave.
GROUND		TOR:		Aquilei Di	ining and i	CAS.	SAMPLER	TUBE	GROUND ELEVATION:		
		157	<u></u>	TYPE	TYPE	Geoprobe	OAIIII LEIX	TODE	DATE STARTED:	Feb	ruary 26, 2011
DATE	TIME	LEV		BGS	DIA.	2 in. dia.	Macro Core	5 ft.lg	DATE FINISHED:		ruary 27, 2011
02/27/11		water no		803	WT.	n/a	Wacro oore	O It.ig	DRILLER:		ris Stratton
		observe	u		FALL	n/a			GEOLOGIST: S. Swanson and	Nicole Mo	
					FALL	11/4	<u> </u>		REVIEWED BY:		
		L	SAMP		<u></u>	I -		DESC	RIPTION	1	
		100		BLOWS	REC%	<del></del>	CONSISTENCY	<i>D</i> L301	MATERIAL	USCS	REMARKS
DEPTH		"S"	"N"				HARDNESS		DESCRIPTION	""	
FEET	STRATA	NO.	NO.	PER 6"	RQD%	COLOR	HARDNESS				
1	,				_		1	1AH	ID CLEARED TO 5 Feet 2-26-11		0 ppm PID
	ľ										
	1		1		7						1
					1	lt brn		1	gravelly sand w/ some silt		moist
<u> </u>	1			<del>                                     </del>	-	I K Dill	1	1		1 1	ļ
5	1			<del></del>	<del> </del>		<del>                                     </del>	<del>                                     </del>		1 - 1	0 DID
		1		$\vdash \vdash$					Medium Sand some silt	[	0ppm PID
	1	1				bm	Ì	1	trace medium gravel		
	1				7		Ì	•		1 1	Moist
					7					1 1	
	ł			<del></del>	-						
10	į	<u> </u>				<del> </del>	<del> </del>				0 DID
	j	2			_	İ		i		1 1	0ppm PID
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	1				7						Moist
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COMMEN	TS:	VOC	grab	sample c	ollected	at 14.5 to	15.0 ft.bgs	_	PROJECT NO.:		
1	Compo	site sa	ample	collecte	d 0 to 16	ft.bgs for	SVOC, PCB	Pest.	BORING NO.:	SB-4	
	and Me	etals						_	1		

1R		··· <del>·</del>	L	iRe	o E	Engi	neers,	Inc.		TEST BOR	NG LO	G
							,			BORING NO:	SB-5	
PROJECT	•	York Av	enue P	hase l	l Corri	dor Invest	ination			SHEET:	1 of '	
CLIENT:						Construct	<del></del>			JOB NO.:		
BORING (			_				esting, Inc.			LOCATION:	SE corn	of 62nd & York
GROUND				riquin	01 01111	ing and 7	CAS.	SAMPLER	TUBE	GROUND ELEVATION:		
DATE	TIME	LEV	EI	TV	PΕ	TYPE	Geoprobe	3711117		DATE STARTED:	Feb	ruary 26, 2011
02/27/11	TIME	water no		_	GS	DIA.	2 in. dia.	Macro Core	5 ft.lg	DATE FINISHED:		ruary 27, 2011
02/2///		observe		<del>ات</del>		WT.	n/a	- Madre o dre	O rang	DRILLER:		nris Stratton
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DRII I ING	SUMMARY	T	TEMPO	RARY WELL	CON	OITOLIGTS	N DETAIL
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			МО	NITORING WELL		Well Number:	SB-6
T	he LiRo Group		1	TRUCTION DETAIL			



## APPENDIX C LABORATORY ANALYTICAL RESULTS



# 284 Sheffield Street, Mountainside, NJ 07092 (908) 789-8900 Fax (908) 789-8922 www.chemtech.net

COC Number 081710 CHEMTECH PROJECT NO. QUOTE NO.

 Specify Preservatives B-HNO3 D-NaOH F-Other ZIP: 14209 PHONE: 7/8-321-3136 COMMENTS A-HCI C-HSQ E-ICE CLIENT BILLING INFORMATION PQ# STATE ADDRESS: 690 DPCanon Jup ANALYSIS BILL TO: LIPO ENGINEES INC. O SAMPLE CUSTODY MUST/ E DOCUMPNTED BELOW EACH TIME SAMPLES CHANGE POSSESSION INCLUDING COURIER DELIVERY œ œ ATTENTION: Steve VOFK AUR ROOF, LEEUZER CITY BUFFE DO **PRESERVATIVES** ဖ 2 4 X LOCATION: YORK AVE × ო × × × PROJECT NAME: VOTH AVE BEGS DATA DELIVERABLE INFORMATION CLIENT PROJECT INFORMATION □ RESULTS ONLY □ USEPA CLP
□ RESULTS + QC □ New York State ASP 'B'
□ New Jersey REDUCED IX New York State ASP 'A'
□ New Jersey CLP □ Other
□ EDD FORMAT 2.27 4800 AZ 2.27 330 2 X Z.ZE OLDOG 2.27 DEBOLM 2.27 1850 M 2.27 12:45 6 2.27 B 100 2.27 losso MODERN FR. 2 X 2-2-108.90 TIME COLLECTION SAMPLE DATE PROJECT MANAGER: SAMPLE × 8ARS × TYPE PROJECT NO. awo: 2011 PHONE MATRIX e-mail: 1108 801 50,1 Soil . . . . Ś 201 Ś 2011 FRANKS@ Line. STATE CH ZIP: 14209 ŝ PREAPPROVED TAT: X YES ON NO VOAS & DANS 151-148'-15! 1583-14.5'-15' Nork. 581-14.51-14 DAYS. DAYS. STANDARD TURNAROUND TIME IS 10 BUSINESS DAYS DAYS. Yak 585-0-20' 10x4.583.12 10K - 383-0-30 151-151-185-HD1 10rth 5855.16.5'-17' PROJECT SAMPLE IDENTIFICATION YOCK - SB4- 0-16 DATA TURNAROUND INFORMATION 100 H - SB3- 0-11 - 1 Ro Engineers Inc ADDRESS: 69 O CRIQUIDONO JAKE CLIENT INFORMATION SOFYS REPORT TO BE SENT TO. From PHONE: 7/8-321-3136 EDD: XL & PDF ATTENTION: STEVE CITY B US GODO **کر** RELINQUISHED BY SAMPLER HARD COPY: CHEMTECH SAMPLE COMPANY:

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7-25-11

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YES DNO

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Cooler Temp.

MeOH extraction requires an additional 4 oz jar for percent solid.

Comments:

Conditions of bottles or coolers at receipt:

# CHAIN OF CUSTODY RECORD

284 Sheffield Street, Mountainside, NJ 07092 (908) 789-8900 Fax (908) 789-8922 www.chemtech.net

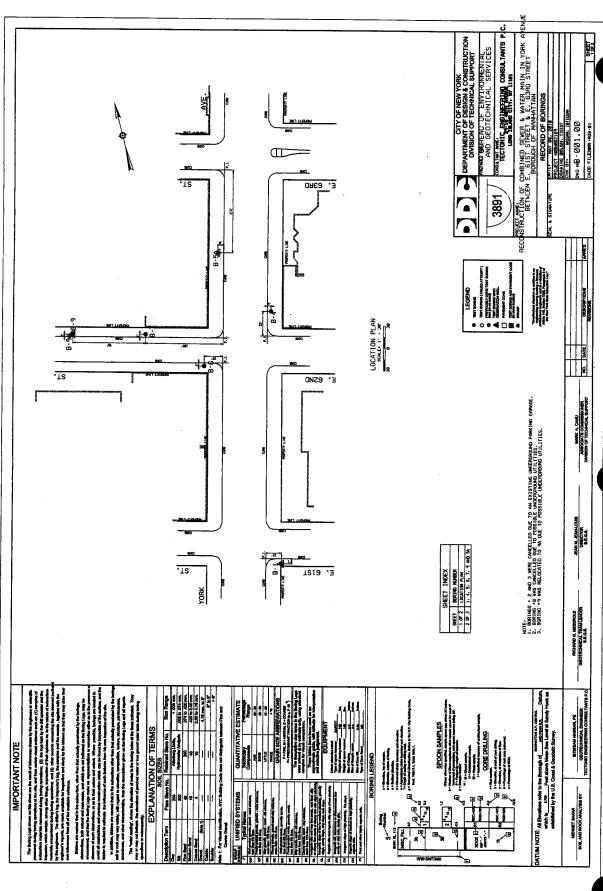
COC Number 081709 CHEMTECH PROJECT NO. ( ) |

	CLIENT INFORMATION	귱	CLIENT PROJECT INFORMATION	ATION		:		CLIENT BILLING INFORMATION	ING INFOR	MATION
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New York City Department of Design and Construction Final Phase II Subsurface Corridor Investigation Report Reconstruction of Water Main and Combined Sewer in York Avenue New York, NY

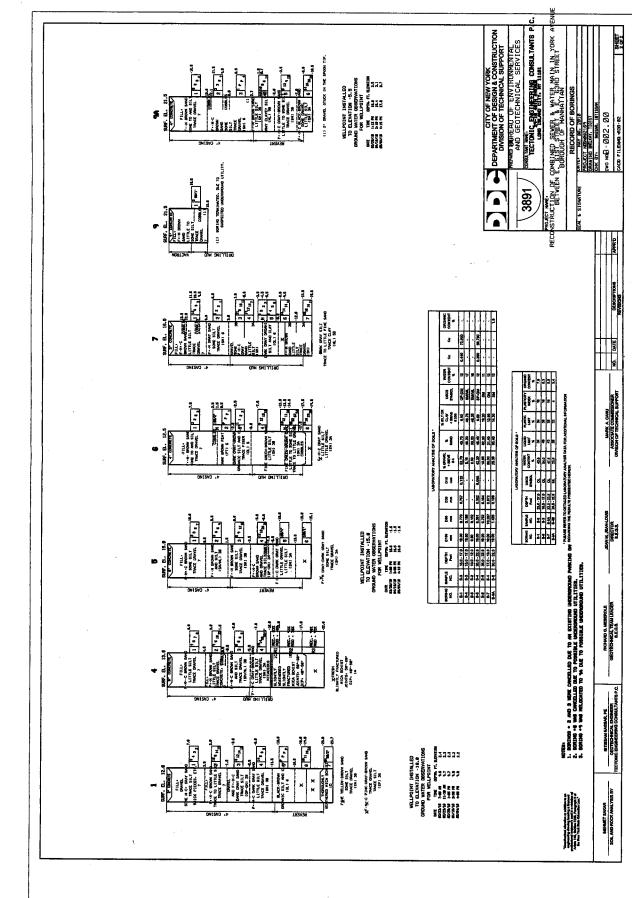
## APPENDIX D GEOTECHNICAL INVESTIGATION REPORT (TECTONIC ENGINEERING AND SURVEYING, MAY 2010)



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End of Addemdum No.4

This addendum consists of nimety-six (96) pages.

# THE CITY OF NEW YORK DEPARTMENT OF DESIGN AND CONSTRUCTION INFRASTRUCTURE DIVISION BUREAU OF DESIGN

PROJECT ID: SEN002169

FOR THE RECONSTRUCTION OF COMBINE SEWERS AND APPURTENANCES IN

YORK AVENUE:

BETWEEN EAST 61ST STREET AND EAST 63RD STREET

EAST 62ND STREET:
BETWEEN YORK AVENUE AND 1ST AVENUE

PROJECT WM-1

YORK AVENUE:

BETWEEN EAST 61ST STREET AND EAST 63RD STREET

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

## ADDENDUM NO.5

DATED: November 21, 2014

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

- 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. "SECTION U: Additional Contract Requirements Applying to Work Performed in the Presence of Privately Owned Utility Facilities" (Pages A5-4 through A5-14)
  - B. Schedule U-1 (Page A5-15)
  - C. Schedules U-2 (one for each Utility Company) (Pages A5-16 through A5-53)
  - D. Section U-3 Page A5-54 (as per the Private Utilities reference document for SECTION U called "CET SPECIFICATIONS AND SKETCHES", dated November 2010), Test Pits and Sketches, Pages (A5-55 through A5-78) in this Addendum; and,
  - E. Private Utility drawings (16 Sheets) consisting of:
    - * Existing Subsurface facility Plan (Coned) (2 Sheets).
    - * Proposed Subsurface facility Plan (Coned) (1 Sheet).
    - * Electric Conduit Plate, (Coned) (7 Sheets).
    - * Gas Plate, (Coned) (3 Sheets).
    - * Steam Plate, (Coned) (2 Sheets).
    - * Special Care Excavation, (Coned) (1 Sheet).
    - attached to the Plans.
- 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 Section U:
  - A. Section U, ¶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. Section U,  $\P 2$ , 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. Section U informs the Contractor that the City has entered into a Utility 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 Addendum, a sample of the Utility Agreement letter as executed by the Companies is annexed on page A5-14, as an Exhibit to the Contract. Signed copies of those Utility Agreement letters are on file with NYCDDC.
  - 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 Section U, ¶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. Section U, ¶14, provides that the provisions of Section U are material provisions of the Contract and that the Contractor's failure to comply with the procedures set forth in Section U are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

Pursuant to this Addendum, 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.

### Section U: 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 November 1, 2010; and Articles 10.15 through 10.18 of the General Provisions 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 Section 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 electric system, the contractor understands and by bidding for this contract agrees that he/she has reviewed the section 'U' package and that he/she will be required to perform the public work in the presence of energized electrical 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, relocate, 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, lost profit, increased overhead, or any other impact costs. 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

Section U

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 traditionally performed by general construction contractors.)

#### 5. Interference Agreement:

- 1. The Companies have provided estimate of the quantity of each of the types of interferences expected to be encountered in the contract in Schedule U-2. Although the parties may negotiate an Interference Agreement in any format or manner they deem fit, the Contractor is hereby advised that the Companies have indicated to the City that they will agree to compensate the Contractor on a unit price basis according to the Quantity and Types of Interferences expected to be encountered on this Contract as stated in Schedule U-2.
- 2. Furthermore, in Section 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 Interference Agreement, otherwise the unit of work measurement, and payment provisions set forth in Section 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 construction will proceed as ordered and the Contractor will be directed by the Resident Engineer 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 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 Deputy Commissioner.

- 1. 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 contractor and affected company (ies) are submitted to Binding Arbitration process described in Paragraph 10.
- 2. 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. 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.
- 3. 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.
- 4. The contractor will notify the Resident Engineer when utility capital work not specified in Schedule U2 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 Deputy

- Commissioner regarding the issuance of a "48 hours notice" to the concerned utility company as authorized by the New York City administrative Code Section 19-143 and/or Section 24-521 as applicable.
- 5. Utility delays caused by utility capital work not listed in Schedule U2 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 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 Utility 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:

- 1. 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;
- 2. 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;
- 3. 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.

4. 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 7.2, or 7.4, 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 a utility 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

Section U

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 maintained by either party for Utility work performed pursuant to a Utility Agreement. 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 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, Contractor and/or representatives shall have 3 ½ hrs to make a presentation of its claim to the arbitrator. During its presentation, Contractor shall not be permitted to produce any documents or cost records which have not already been provided to the Company. Contractor shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.
- (e) After lunch, Company and/or its representatives shall have two hours to ask Contractor questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask 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) After lunch, Contractor and/or its representatives shall have two hours to ask Company questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask Company questions about its claim and its presentation.
- (h) Subject to the above time limitations, the arbitrator(s) may conduct the arbitration in such manner as the arbitrator(s) deems reasonable.
- (i) The arbitrator(s) shall then have one week to select in writing, as the arbitrator ('s) award, that party's Final Offer which appears to be more reasonable, based on the presentations at the arbitration hearings.
- (j) The arbitrator shall have no discretion to grant an award other than one of the two Final Offers submitted by the parties.
- (k) Any award for work that has already been performed shall be paid on the 7th day after receipt of the arbitrator's decision, or on the 30th day after completion of the work, whichever is later. Payment for work not yet completed at the time of the arbitrator's decision shall be paid within 30 days of completion of work. Interest shall accrue from the date payment is due at the rate of 9% per annum. Either party may cause judgment to be entered in accordance with the arbitrator(s) decision in a court in the State of New York, County of New York.
- (l) The arbitrator's fees and any other costs of the arbitration shall be initially shared equally by Company and 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 a prior agreement with the City, have agreed to perform their obligations described in this section. It is expressly understood that the cost of 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 a Utility 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 applies to public work. The work described in this Section U 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 Section U apply to: (i) additional Companies, if any, who were not named in Schedule "A" but which have executed a Utility 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 utility agreement between the contractor and such utility companies.

[End]

### "STANDARD UTILITY LETTER OF AGREEMENT"

(Name)

30-30 Thomson Avenue

Deputy Commissioner, Infrastructure Division Department of Design and Construction

Long Island City, NY 11101
RE: <u>City Work Performed in the Presence of Private Utility Facilities</u> Project No:
Dear (Name):
This letter is to certify that
Sincerely,
By: Authorized Company Representative
Title
NOTARY PUBLIC
CERTIFIED AS TO FORM AND LEGAL AUTHORITY:
By:

#### SCHEDULE U-1

#### **SENOO2169**

### RECONSTRUCTION OF COMBINE SEWERS IN YORK AVENUE

### SCHEDULE U-1 LISTING OF COMPANIES NAMED FOR THIS CONTRACT

COMPANY NAME	CONTACT NAME	CONTACT TELEPHONE
CON EDISON	THERESA KONG	212-460-4834
VERIZON	AUBREY MAKHANLALL	718-977-8165
TIME WARNER	JOHN PIAZZA	718-888-4261
RCN	JOEY MAISONET	718-861-7361

#### SCHEDULE U - 2 FOR INFORMATION ONLY

#### ENGINEER"S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE

#### FOR CONSOLIDATED EDISON

#### SEN002169 - FOR THE CONSTRUCTION OF

#### **COMBINED SEWERS IN YORK AVENUE**

#### FROM E. 61ST STREET TO E. 63RD STREET/

#### E. 62ND STREET 200' WEST OF YORK AVENUE BOROUGH OF MANHATTAN

CET ITEM NUMBER	DESCRIPTION	UNITS	ESTIMATED QUANTITY				
CET 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .1)	EA.	10.00				
CET 100.2	TILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. EA. 4.00						
CET 100.3	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .3)	EA.	5.00				
CET 100.4	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .4)	EA.	3.00				
CET 100.5	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .5)	EA.	2.00				
CET 103.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE .1)	EA.	2.00				
CET 103.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE .2)	EA.	. 1.00				
CET 103.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE .3)	EA.	1.00				
CET 103.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE .4) UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48"	EA.	1.00				
CET 103.5	DIAMETER (TYPE .5)  UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72"	EA.	1.00				
CET 106.1	DIAMETER (TYPE .1)  UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72"	EA. 2.00					
CET 106.2	DIAMETER (TYPE .2)  LITH ITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72"						
CET 106.3	DIAMETER (TYPE .3)  UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72"	EA. 1.00					
CET 106.4	DIAMETER (TYPE .4)  UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84"	EA.	EA. 1.00				
CET 107.1	DIAMETER (TYPE .1)  UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84"	EA.	1.00				
CET 107.2	DIAMETER (TYPE .2)  UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84"	EA.	1.00				
CET 107.3	DIAMETER (TYPE .3)  UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL.	EA.	1.00				
CET 108.1	12" DIAMETER (TYPE .1) UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL.	EA.	9.00				
CET 108.2	12" DIAMETER (TYPE .2)  UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL.	EA.	6.00				
CET 108.3	12" DIAMETER (TYPE .3) UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL.	EA.	2.00				
CET 108.4	12" DIAMETER (TYPE .4) UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL.	EA. 2.00					
CET 108.5	12" DIAMETER (TYPE .5) EA. 1						

### ENGINEER"S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE

### FOR CONSOLIDATED EDISON SEN002169 - FOR THE CONSTRUCTION OF

#### **COMBINED SEWERS IN YORK AVENUE**

#### FROM E. 61ST STREET TO E. 63RD STREET/

### E. 62ND STREET 200' WEST OF YORK AVENUE

#### **BOROUGH OF MANHATTAN**

CET ITEM NUMBER	DESCRIPTION	UNITS	ESTIMATED QUANTITY			
CET 109.1	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .1)	EA.	15.00			
CET 109.2	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .2)	EA.	7.00			
CET 109.3	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .3)	EA.	6.00			
CET 109.4	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .4)	EA.	1.00			
CET 109.5	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .5)	EA.	2.00			
CET 200.1	UPSTREAM INVERT DEPTH GREATER THAN FOUR FEET SIX INCHES (4'-6") AND UP TO FIVE (5) FEET FOR TYPE II CATCH BASINS AND GREATER THAN FOUR FEET SIX INCHES AND UP TO FIVE FEET SIX INCHES FOR TYPE III CATCH BASINS FROM THE PROPOSED PAVEMENT ELEVATION	L.F.	160.00			
CET 200.2	UPSTREAM INVERT DEPTH GREATER THAN FIVE (5) FEET AND UP TO SIX (6) FEET FOR TYPE II CATCH BASINS AND GREATER THAN FIVE FEET SIX INCHES AND UP TO SIX FEET SIX INCHES FOR TYPE III CATCH BASINS FROM THE PROPOSED PAVEMENT ELEVATION	STREAM INVERT DEPTH GREATER THAN FIVE (5) FEET AND UP SIX (6) FEET FOR TYPE II CATCH BASINS AND GREATER THAN E FEET SIX INCHES AND UP TO SIX FEET SIX INCHES FOR TYPE  L.F.				
CET 225.1A	INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.	1.00			
CET 225.1B	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.	8.00			
CET 225.1C	REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.	3.00			
CET 300.0	PECIAL CARE EXCAVATION & BACKFILLING C.Y.		80.00			
CET 301.0	SPECIAL CARE EXCAVATION & BACKFILLING FOR OIL-O-STATIC PIPES C.Y.		210.00			
CET 302.0	FIELD COATING OF OIL-O-STATIC FEEDER PIPES	L.F.	330.00			
CET 303.0	FURNISH, DELIVER AND INSTALL TYPE 3/8" CLEAN SAND BACKFILL	C.Y.	120.00			
CET 304A	FURNISH, DELIVER, AND INSTALL CONCRETE ROAD BASE	C.Y.	50.00			
CET 304B	FURNISH, DELIVER, AND INSTALL CONCRETE SIDEWALK	C.Y.	24.00			
CET 304C	BREAK, REMOVE, AND DISPOSE CONCRETE SIDEWALK	C.Y.	24.00			
	FURNISH, DELIVER & INSTALL ASPHALT PAVING MIXTURES	TONS	50.00			
CET 330EA.1	SUPPORT & PROTECTION OF ELECTRIC, GAS AND STEAM FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (CITY EXCAVATIONS FOR THE INSTALLATION OF CITY FACILITIES THAT DO NOT REQUIRE SHEETING (TYPE .1)	L.F.	80.00			

#### ENGINEER"S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE

#### FOR CONSOLIDATED EDISON

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#### **BOROUGH OF MANHATTAN**

CET ITEM NUMBER	DESCRIPTION	UNITS	ESTIMATED OUANTITY				
CET 330EA.2	SUPPORT & PROTECTION OF ELECTRIC, GAS AND STEAM FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (CITY EXCAVATIONS FOR THE INSTALLATION OF CITY FACILITIES THAT DO NOT REQUIRE SHEETING (TYPE .2)	50.00					
CET 330EA.3	SUPPORT & PROTECTION OF ELECTRIC, GAS AND STEAM FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (CITY EXCAVATIONS FOR THE INSTALLATION OF CITY FACILITIES THAT DO NOT REQUIRE SHEETING (TYPE .3)	CILITIES DURING EXCAVATION OF CITY TRENCH WHEN CILITIES LIE WITHIN TRENCH LIMITS (CITY EXCAVATIONS FOR L.F. 50.0 IE INSTALLATION OF CITY FACILITIES THAT DO NOT REQUIRE					
CET 330EA.4	SUPPORT & PROTECTION OF ELECTRIC, GAS AND STEAM FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (CITY EXCAVATIONS FOR THE INSTALLATION OF CITY FACILITIES THAT DO NOT REQUIRE SHEETING (TYPE .4)	L.F.	200.00				
CET 330EB.1	JPPORT & PROTECTION OF ELECTRIC, GAS AND STEAM ACILITIES DURING EXCAVATION OF CITY TRENCH WHEN ACILITIES LIE WITHIN TRENCH LIMITS (CITY EXCAVATIONS FOR L.F. 490.00 HE INSTALLATION OF CITY FACILITIES THAT REQUIRE SHEETING YPE .1)						
CET 330EB.2	SUPPORT & PROTECTION OF ELECTRIC, GAS AND STEAM FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (CITY EXCAVATIONS FOR THE INSTALLATION OF CITY FACILITIES THAT REQUIRE SHEETING (TYPE .2)	250.00					
CET 330EB.3	SUPPORT & PROTECTION OF ELECTRIC, GAS AND STEAM FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (CITY EXCAVATIONS FOR THE INSTALLATION OF CITY FACILITIES THAT REQUIRE SHEETING (TYPE .3)						
CET 330EB.4	SUPPORT & PROTECTION OF ELECTRIC, GAS AND STEAM FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (CITY EXCAVATIONS FOR L.F. 160 THE INSTALLATION OF CITY FACILITIES THAT REQUIRE SHEETING (TYPE .4)						
CET 400	TEST PITS FOR UTILITY FACILITIES C.Y. 100.0						
CET 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES C.Y. 2		260.00				
CET 401A	SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES CONNECTED TO THE BASE PAVEMENT C.Y. 105.		105.00				
CET 402.2	HORIZONTAL AND VERTICAL ADJUSTMENT OF UTILITY FACILITIES (EXIST. OCCUPIED NON-CONCR. ENCASED CONDUITS PLCD. IN L.F. 1050.00 FINAL POS. WITHOUT CONCR. ENCSMNT.)						
CET 403.0	PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES	S.F.	400.00				

### ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE

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CET ITEM NUMBER	DESCRIPTION	UNITS	ESTIMATED OUANTITY
CET 404	PIER & PLATE METHOD OF PROTECTION FOR DUCTILE IRON WATER MAINS AND OTHER SHALLOW FACILITIES	S.F.	100.00
CET 405.1	TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS LESS THAN FIVE FEET	C.Y.	1280.00
CET 405.2	TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS EQUAL TO OR GREATER THAN FIVE FEET	C.Y.	200.00
CET 406	EXCAVATION FOR UTILITY STRUCTURE	C.Y.	420.00
CET 450.1	CONSTRUCTION FIELD SUPPORT REQUIRING AN AVERAGE SIZE SURVEY CREW THAT WILL PERFORM TYPICAL FIELD SURVEY FUNCTIONS AND PROVIDE QUALITY DATA ANALYSIS REPORTS	Crhrs.	296.00
CET 450.2	CONSTRUCTION FIELD SUPPORT REQUIRING AN AVERAGE SIZE SMALL CREW CAPABLE OF PERFORMING VARIOUS TASKS, WHICH MAY INCLUDE BUT ARE NOT LIMITED: OPENING/CLOSING SUBSURFACE STRUCTURE COVER(S), SETTING/RESETTING MPT SET UP(S), ASSISTING UTILITY FACILITY/SPECIALTY CREW(S), PERFORMING CONDUIT OCCUPANCY IDENTIFICATION, CLEAN-UP STORAGE WORK-SITE AREA, ETC.	Crhrs.	536.00
CET 450.3	CONSTRUCTION FIELD SUPPORT REQUIRING AN AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS, WHICH MAY INCLUDE BUT ARE NOT LIMITED TO: EXCAVATIONS, CONSTRUCTION MANHOLE ENCLOSURES, INSTALLING SUPPORT SYSTEM FOR UTILITY FACILITIES, DEWATERING UTILITY STRUCTURES AND EXCAVATIONS, OPENING/CLOSING TRAFFIC AND/OR PEDESTRIAN PLATES (WHEN NOT ALREADY INCLUDED AND COVERED IN OTHER APPLICABLE CET ITEMS), ETC.	Crhrs.	960.00
CET 500.0	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)  L.F.		16940.00
CET 501.0	REMOVAL OF ABANDONED MASONRY FOR UTILITY FACILITIES	C.Y.	20.00
CET 600.1	INSTALL 1 EA. 2", 4" OR 5" CONDUIT (ALL TYPES) IN UNPAVED AREA	L.F.	100.00
CET 600.2	INSTALL 2 EA. 2", 4" OR 5" CONDUIT (ALL TYPES) IN UNPAVED AREA	L.F.	100.00
CET 601.1	INSTALL 1 EA. 2", 4" OR 5" CONDUIT (ALL TYPES) IN PAVED AREA	L.F.	100.00
CET 601.2	INSTALL 2 EA. 2", 4" OR 5" CONDUIT (ALL TYPES) IN PAVED AREA	L.F.	235.00
	CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT (L.F.)	L.F.	9400.00
	CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT (L.F.)	L.F.	100.00
	ADJUSTMENT OF UTILITY HARWARE ( 34" TO UNDER 41" WIDTH )	EA.	2.00
CET 636 EG RD	ADJUSTMENT OF UTILITY HARWARE ( 41" TO UNDER 75" WIDTH )	EA.	11.00

#### ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE

#### FOR CONSOLIDATED EDISON

#### SEN002169 - FOR THE CONSTRUCTION OF

#### **COMBINED SEWERS IN YORK AVENUE**

#### FROM E. 61ST STREET TO E. 63RD STREET/ E. 62ND STREET 200' WEST OF YORK AVENUE

#### **BOROUGH OF MANHATTAN**

CET ITEM			ESTIMATED			
NUMBER	DESCRIPTION	UNITS	QUANTITY			
CET 636 SMC	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY STEAM HARDWARE (ABOVE 8" TO 34" WIDTH)	EA.	4.00			
CET 636 SA	ADJUSTMENT TO UTILITY STEAM HARDWARE (CONCRETE COLLAR)	DJUSTMENT TO UTILITY STEAM HARDWARE ( CONCRETE S.E. 20.0)				
CET 636 SB	ADJUSTMENT TO UTILITY STEAM CASTINGS (UNDER AND INCLUDING 8" WIDTH)	EA.	1.00			
CET 636 SC	ADJUSTMENT TO UTILITY STEAM CASTINGS (ABOVE 8" TO 34" WIDTH)	EA.	1.00			
CET 636 RM	REBUILDING AND MODIFICATIONS TO UTILITY STRUCTURES	C.Y.	50.00			
CET 636 RS	STRUCTURAL REPAIR TO UTILITY STRUCTURES	C.Y.	50.00			
CET 638 N	INSTALLATION OF FIELD CONSTRUCTED UTILITY STRUCTURE	C.Y.	100.00			
CET 638 R	BREAK OUT AND REMOVE UTILITY STRUCTURE	C.Y.	50.00			
	PECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/ ROTECT UNDERGROUND FACILITIES WITH LIMITED COVER  C.Y. 2					
	REMOVAL OF ABANDONED UTILITY STEEL/ CAST IRON/ PLASTIC PIPES, UP TO AND INCLUDING 12" DIAMETER PIPES  L.F.					
CET 711	JSE SHEETING LINE AS FORM L.F.					
CET 802A	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK S.F. 18					
CET 802B	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK L.F. 2					
CET 803.2	LINE CUT BY PNEUMATIC TOLLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATIONS (ANY COMBINATION OF L.F. 800. ASPHALT AND CONCRETE ROADWAY)					
CET 1006V	6" VERTICAL OR ROLLED WATERMAIN OFFSET	EA. 5.00				
CET 1006H	6" HORIZONTAL WATERMAIN OFFSET EA. 2.0		2.00			
CET 1012V	12" VERTICAL OR ROLLED WATERMAIN OFFSET EA. 3.		3.00			
CET 1012H	12" HORIZONTAL WATERMAIN OFFSET EA. 2.		2.00			
CET 1020V	20" VERTICAL OR ROLLED WATERMAIN OFFSET EA. 3.00					
CET 1020H	20" HORIZONTAL WATERMAIN OFFSET EA. 2.0					

### CET 100.1 UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT EA. (TYPE .1)

At the following locations:

N/S E. 61ST STREET W/O YORK AVENUE
W/S YORK AVENUE N/O E. 61ST STREET
E/S YORK AVENUE N/O E. 61ST STREET
S/S E. 62ND STREET W/O YORK AVENUE
E/S YORK AVENUE N/O E. 62ND STREET
N/S E. 62ND STREET BTW YORK AVENUE AND 1ST AVENUE
S/S E. 62ND STREET BTW YORK AVENUE AND 1ST AVENUE

Total quantity for CET 100.1

10.00

### CET 100.2 UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT EA. (TYPE .2)

At the following locations:

E/S YORK AVENUE N/O E. 61ST STREET S/S E. 62ND STREET W/O YORK AVENUE E/S YORK AVENUE N/O E. 62ND STREET

Total quantity for CET 100.2

4.00

### CET 100.3 UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT EA. (TYPE .3)

At the following locations:

N/S E. 61ST STREET W/O YORK AVENUE N/S E. 62ND STREET W/O YORK AVENUE N/S E. 62ND STREET BTW YORK AVENUE AND 1ST AVENUE E/S YORK AVENUE N/O E. 62ND STREET

Total quantity for CET 100.3

5.00

### CET 100.4 UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT EA. (TYPE .4)

At the following locations:

N/S E. 61ST STREET W/O YORK AVENUE W/S YORK AVENUE N/O E. 61ST STREET N/S E. 62ND STREET W/O YORK AVENUE

Total quantity for CET 100.4

3.00

CET 100.5 UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT EA. (TYPE .5)

At the following locations:

E/S YORK AVENUE N/O E. 61ST STREET E/S YORK AVENUE N/O E. 62ND STREET

Total quantity for CET 100.5

2.00

CET 103.1 UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE .1)

EA.

At the following locations:

E. 62ND STREET W/O YORK AVENUE

Total quantity for CET 103.1

2.00

CET 103.2 UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE .2)

EA.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 103.2

1.00

CET 103.3 UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE .3)

EA.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 103.3

1.00

CET 103.4 UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE .4)

EA.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 103.4

1.00

CET 103.5 UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE .5)

EA.

At the following locations:

E. 62ND STREET W/O YORK AVENUE

Total quantity for CET 103.5

1.00

CON ED CET SCOPE

### CON EDISON CET SCOPE OF WORK SUPPORT & PROTECTION SEN002169 - FOR THE CONSTRUCTION OF COMBINED SEWERS IN YORK AVENUE

FROM E. 61ST STREET TO E. 63RD STREET/ E. 62ND STREET 200' WEST OF YORK AVENUE

	E. 62ND STREET 200' WEST OF YORK AVENUE	
CET 106.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .1)	EA.
	At the following locations:	
	INT. OF YORK AVENUE AND E. 62ND STREET YORK AVENUE BTW E. 62ND STREET AND E. 63RD STREET	
	Total quantity for CET $106.1 = 2.00$	
CET 106.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .2)	EA.
	At the following locations:	
	INT. OF YORK AVENUE AND E. 62ND STREET	
	Total quantity for CET 106.2 = 1.00	
<b>CET 106.3</b>	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .3)	EA.
	At the following locations:	
	INT. OF YORK AVENUE AND E. 62ND STREET	
	Total quantity for CET 106.3 = 1.00	
<b>CET 106.4</b>	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .4)	EA.
	At the following locations:	
	INT. OF YORK AVENUE AND E. 62ND STREET	
	Total quantity for CET 106.4 = 1.00	
CET 107.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .1)	EA.
	At the following locations:	
	INT. OF YORK AVENUE AND E. 62ND STREET	
	Total quantity for CET 107.1 = 1.00	
CET 107.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .2)	EA.
	At the following locations:	
	INT. OF YORK AVENUE AND E. 61ST STREET	

CON ED CET SCOPE

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1.00

Total quantity for CET 107.2

CET 107.3 UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .3) EA. At the following locations: AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE Total quantity for CET 107.3 1.00 UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER CET 108.1 EA. (TYPE .1) At the following locations: INT. OF YORK AVENUE AND E. 61ST STREET YORK AVENUE BTW E. 61ST STREET AND E. 62ND STREET E. 62ND STREET W/O YORK AVENUE YORK AVENUE BTW E. 62ND STREET AND E. 63RD STREET INT. OF YORK AVENUE AND E. 63RD STREET Total quantity for CET 108.1 9 00 UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER **CET 108.2** EA. (TYPE .2) At the following locations: YORK AVENUE BTW E. 61ST STREET AND E. 62ND STREET E. 62ND STREET W/O YORK AVENUE YORK AVENUE BTW E. 62ND STREET AND E. 63RD STREET INT. OF YORK AVENUE AND E. 63RD STREET Total quantity for CET 108.2 6.00 CET 108.3 UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER EA. (TYPE .3) At the following locations: E. 62ND STREET W/O YORK AVENUE INT. OF YORK AVENUE AND E. 62ND STREET Total quantity for CET 108.3 2.00 **CET 108.4** UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER EA. (TYPE .4) At the following locations: YORK AVENUE BTW E. 61ST STREET AND E. 62ND STREET

CON ED CET SCOPE

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2.00

INT. OF YORK AVENUE AND E. 62ND STREET

Total quantity for CET 108.4

CET 108.5 UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .5)

At the following locations:

YORK AVENUE BTW E. 61ST STREET AND E. 62ND STREET

Total quantity for CET 108.5

1.00

CET 109.1 UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER EA. (TYPE .1)

At the following locations:

INT. OF YORK AVENUE AND E. 61ST STREET
INT. OF YORK AVENUE AND E. 62ND STREET
YORK AVENUE BTW E. 62ND STREET AND E. 63RD STREET
INT. OF YORK AVENUE AND E. 63RD STREET

Total quantity for CET 109.1

15.00

CET 109.2 UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER EA. (TYPE .2)

At the following locations:

INT. OF YORK AVENUE AND E. 61ST STREET INT. OF YORK AVENUE AND E. 62ND STREET INT. OF YORK AVENUE AND E. 63RD STREET

Total quantity for CET 109.2

7.00

CET 109.3 UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER EA. (TYPE .3)

At the following locations:

INT. OF YORK AVENUE AND E. 61ST STREET INT. OF YORK AVENUE AND E. 63RD STREET

Total quantity for CET 109.3

6.00

CET 109.4 UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER EA. (TYPE .4)

At the following locations:

INT. OF YORK AVENUE AND E. 63RD STREET

Total quantity for CET 109.4

1.00

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UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER CET 109.5 (TYPE .5)

At the following locations:

INT. OF YORK AVENUE AND E. 61ST STREET INT. OF YORK AVENUE AND E. 63RD STREET

Total quantity for CET 109.5

2.00

UPSTREAM INVERT DEPTH GREATER THAN FOUR FEET SIX INCHES (4'-6") AND UP TO L.F. FIVE (5) FEET FOR TYPE II CATCH BASINS AND GREATER THAN FOUR FEET SIX INCHES AND UP TO FIVE FEET SIX INCHES FOR TYPE III CATCH BASINS FROM THE PROPOSED PAVEMENT ELEVATION

At the following locations:

E/S YORK AVENUE N/O E. 61ST STREET S/S E. 62ND STREET W/O YORK AVENUE N/S E. 62ND STREET W/O YORK AVENUE E/S YORK AVENUE N/O E. 62ND STREET N/S E. 62ND STREET BTW YORK AVENUE AND 1ST AVENUE

Total quantity for CET 200.1

160.00

CET 200.2 UPSTREAM INVERT DEPTH GREATER THAN FIVE (5) FEET AND UP TO SIX (6) FEET L.F. FOR TYPE II CATCH BASINS AND GREATER THAN FIVE FEET SIX INCHES AND UP TO SIX FEET SIX INCHES FOR TYPE III CATCH BASINS FROM THE PROPOSED PAVEMENT **ELEVATION** 

At the following locations:

N/S E. 61ST STREET W/O YORK AVENUE W/S YORK AVENUE N/O E. 61ST STREET

Total quantity for CET 200.2

60.00

CET 225.1A INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES

EA.

At the following locations:

E/S YORK AVENUE N/O E. 62ND STREET

Total quantity for CET 225.1A

1.00

#### CET 225.1B INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES

EA.

At the following locations:

N/S E. 61ST STREET W/O YORK AVENUE
W/S YORK AVENUE N/O E. 61ST STREET
E/S YORK AVENUE N/O E. 61ST STREET
N/S E. 62ND STREET W/O YORK AVENUE
S/S E. 62ND STREET BTW YORK AVENUE AND 1ST AVENUE
S/S E. 62ND STREET BTW YORK AVENUE AND 1ST AVENUE

Total quantity for CET 225.1B

8 00

#### CET 225.1C REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES

EA.

At the following locations:

NWC YORK AVENUE AND E. 61ST STREET NWC YORK AVENUE AND E. 62ND STREET SWC YORK AVENUE AND E. 62ND STREET

Total quantity for CET 225.1C

3.00

#### CET 300.0 SPECIAL CARE EXCAVATION & BACKFILLING

C.Y.

At the following locations:

YORK AVENUE BTW E. 61ST STREET AND E. 62ND STREET AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 300.0

80.00

#### CET 301.0 SPECIAL CARE EXCAVATION & BACKFILLING FOR OIL-O-STATIC PIPES

C.Y.

At the following locations:

INT. YORK AVENUE AND E. 61ST STREET INT. OF YORK AVENUE AND E. 62ND STREET YORK AVENUE BTW E. 62ND STREET AND E. 63RD STREET YORK AVENUE N/O E. 63RD STREET

Total quantity for CET 301.0

210.00

CON ED CET SCOPE

CET 302.0	FIELD COATING OF OIL-O-STATIC FEEDER PIPES	L.F.
	At the following locations:	
	N/S E. 61ST STREET W/O YORK AVENUE W/S YORK AVENUE N/O E. 61ST STREET INT. OF YORK AVENUE AND E. 62ND STREET YORK AVENUE BTW E. 62ND STREET AND E. 63RD STREET INT. OF YORK AVENUE AND E. 63RD STREET	
	Total quantity for CET 302.0 = 330.00	
<b>CET 303.0</b>	FURNISH, DELIVER AND INSTALL TYPE 3/8" CLEAN SAND BACKFILL	C.Y.
	At the following locations:	
	N/S E. 61ST STREET W/O YORK AVENUE W/S YORK AVENUE N/O E. 61ST STREET INT. OF YORK AVENUE AND E. 62ND STREET YORK AVENUE BTW E. 62ND STREET AND E. 63RD STREET INT. OF YORK AVENUE AND E. 63RD STREET	
	Total quantity for CET $303.0$ = $120.00$	
CET 304A	FURNISH, DELIVER, AND INSTALL CONCRETE ROAD BASE At the following locations:	C.Y.
	E. 63RD STREET W/O YORK AVENUE YORK AVENUE BTW E. 63RD STREET AND E. 64TH STREET	
	Total quantity for CET 304A = 50.00	
CET 304B	FURNISH, DELIVER, AND INSTALL CONCRETE SIDEWALK At the following locations:	C.Y.
	NWC YORK AVENUE AND E. 62ND STREET NWC YORK AVENUE AND E. 63RD STREET	
	Total quantity for CET 304B $=$ 24.00	
CET 304C	BREAK, REMOVE, AND DISPOSE CONCRETE SIDEWALK At the following locations:	C.Y.
	NWC YORK AVENUE AND E. 62ND STREET NWC YORK AVENUE AND E. 63RD STREET	
	Total quantity for CET 304C = 24.00	

CON ED CET SCOPE

CET 305 FURNISH, DELIVER & INSTALL ASPHALT PAVING MIXTURES

TONS

At the following locations:

E. 63RD STREET W/O YORK AVENUE YORK AVENUE BTW E. 63RD STREET AND E. 64TH STREET

Total quantity for CET 305

50.00

CET 330EA.1 SUPPORT & PROTECTION OF ELECTRIC, GAS AND STEAM FACILITIES DURING
EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (CITY EXCAVATIONS FOR THE INSTALLATION OF CITY FACILITIES THAT DO NOT REQUIRE SHEETING (TYPE .1)

At the following locations:

N/S E. 62ND STREET W/O YORK AVENUE

Total quantity for CET 330EA.1

80.00

CET 330EA.2 SUPPORT & PROTECTION OF ELECTRIC, GAS AND STEAM FACILITIES DURING

EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (CITY EXCAVATIONS FOR THE INSTALLATION OF CITY FACILITIES THAT DO NOT REQUIRE SHEETING (TYPE .2)

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 330EA.2 = 5

50.00

CET 330EA.3 SUPPORT & PROTECTION OF ELECTRIC, GAS AND STEAM FACILITIES DURING

EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (CITY EXCAVATIONS FOR THE INSTALLATION OF CITY FACILITIES THAT DO NOT REQUIRE SHEETING (TYPE .3)

At the following locations:

W/S YORK AVENUE BTW E. 62ND STREET AND E. 63RD STREET

Total quantity for CET 330EA.3

50.00

CET 330EA.4 SUPPORT & PROTECTION OF ELECTRIC, GAS AND STEAM FACILITIES DURING
EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (CITY
EXCAVATIONS FOR THE INSTALLATION OF CITY FACILITIES THAT DO NOT REQUIRE
SHEETING (TYPE .4)

At the following locations:

YORK AVENUE BTW E. 61ST STREET AND E. 62ND STREET

Total quantity for CET 330EA.4 = 200.00

CON ED CET SCOPE

CET 330EB.1 SUPPORT & PROTECTION OF ELECTRIC, GAS AND STEAM FACILITIES DURING
EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (CITY
EXCAVATIONS FOR THE INSTALLATION OF CITY FACILITIES THAT REQUIRE
SHEETING (TYPE .1)

At the following locations:

YORK AVENUE BTW E. 62ND STREET AND E. 63RD STREET YORK AVENUE BTW E. 63RD STREET AND E. 64TH STREET

Total quantity for CET 330EB.1 = 490.00

CET 330EB.2 SUPPORT & PROTECTION OF ELECTRIC, GAS AND STEAM FACILITIES DURING
EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (CITY
EXCAVATIONS FOR THE INSTALLATION OF CITY FACILITIES THAT REQUIRE
SHEETING (TYPE .2)

At the following locations:

YORK AVENUE BTW E. 61ST STREET AND E. 62ND STREET

Total quantity for CET 330EB.2 = 250.00

CET 330EB.3 SUPPORT & PROTECTION OF ELECTRIC, GAS AND STEAM FACILITIES DURING
EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (CITY
EXCAVATIONS FOR THE INSTALLATION OF CITY FACILITIES THAT REQUIRE
SHEETING (TYPE .3)

At the following locations:

N/ INT. OF YORK AVENUE AND E. 63RD STREET

Total quantity for CET 330EB.3 = 70.00

CET 330EB.4 SUPPORT & PROTECTION OF ELECTRIC, GAS AND STEAM FACILITIES DURING
EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (CITY
EXCAVATIONS FOR THE INSTALLATION OF CITY FACILITIES THAT REQUIRE
SHEETING (TYPE .4)

At the following locations:

W/S YORK AVENUE BTW E. 62ND STREET AND E. 63RD STREET

Total quantity for CET 330EB.4 = 160.00

CET 400 TEST PITS FOR UTILITY FACILITIES

C.Y.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 400 = 100.00

CON ED CET SCOPE

## CON EDISON CET SCOPE OF WORK SUPPORT & PROTECTION SEN602169 - FOR THE CONSTRUCTION OF COMBINED SEWERS IN YORK AVENUE

FROM E. 61ST STREET TO E. 63RD STREET/ E. 62ND STREET 200' WEST OF YORK AVENUE

CET 401 TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES

C.Y.

At the following locations:

INT. OF YORK AVENUE AND E. 61ST STREET E/S YORK AVENUE N/O E. 61ST STREET INT. OF YORK AVENUE AND E. 62ND STREET

Total quantity for CET 401

260.00

CET 401A SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES CONNECTED TO THE BASE PAVEMENT

At the following locations:

AS SHOWN ON THE SPECIAL CARE EXCAVATION PLANS

Total quantity for CET 401A

105.00

CET 402.2 HORIZONTAL AND VERTICAL ADJUSTMENT OF UTILITY FACILITIES (EXIST.

OCCUPIED NON-CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. WITHOUT CONCR.

ENCSMNT.)

At the following locations:

INT. OF YORK AVENUE AND E. 61ST STREET E/S YORK AVENUE N/O E. 61ST STREET INT. OF YORK AVENUE AND E. 62ND STREET

Total quantity for CET 402.2

1050.00

CET 403.0 PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES

S.F.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 403.0

400.00

CET 404 PIER & PLATE METHOD OF PROTECTION FOR DUCTILE IRON WATER MAINS AND S.F. OTHER SHALLOW FACILITIES

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 404

100.00

CON ED CET SCOPE

## CON EDISON CET SCOPE OF WORK SUPPORT & PROTECTION SEN002169 - FOR THE CONSTRUCTION OF COMBINED SEWERS IN YORK AVENUE

FROM E. 61ST STREET TO E. 63RD STREET/ E. 62ND STREET 200' WEST OF YORK AVENUE

CET 405.1 TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL C.Y.
DEPTHS LESS THAN FIVE FEET

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 405.1

1280.00

CET 405.2 TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS EQUAL TO OR GREATER THAN FIVE FEET

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 405.2

200.00

CET 406 EXCAVATION FOR UTILITY STRUCTURE

C.Y.

C.Y.

At the following locations:

INT. OF YORK AVENUE AND E. 62ND STREET YORK AVENUE BTW E. 62ND STREET AND E. 63RD STREET INT. OF YORK AVENUE AND E. 63RD STREET AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 406

420.00

CET 450.1 CONSTRUCTION FIELD SUPPORT REQUIRING AN AVERAGE SIZE SURVEY CREW THAT Crhrs, WILL PERFORM TYPICAL FIELD SURVEY FUNCTIONS AND PROVIDE QUALITY DATA ANALYSIS REPORTS

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 450.1

296.00

CET 450.2 CONSTRUCTION FIELD SUPPORT REQUIRING AN AVERAGE SIZE SMALL CREW
CAPABLE OF PERFORMING VARIOUS TASKS, WHICH MAY INCLUDE BUT ARE NOT
LIMITED: OPENING/CLOSING SUBSURFACE STRUCTURE COVER(S),
SETTING/RESETTING MPT SET UP(S), ASSISTING UTILITY FACILITY/SPECIALTY
CREW(S), PERFORMING CONDUIT OCCUPANCY IDENTIFICATION, CLEAN-UP
STORAGE WORK-SITE AREA, ETC.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 450.2

536.00

CON ED CET SCOPE

## CON EDISON CET SCOPE OF WORK SUPPORT & PROTECTION SEN002169 - FOR THE CONSTRUCTION OF COMBINED SEWERS IN YORK AVENUE FROM E. 61ST STREET TO E. 63RD STREET/

E. 62ND STREET 200' WEST OF YORK AVENUE

CONSTRUCTION FIELD SUPPORT REQUIRING AN AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS, WHICH MAY INCLUDE BUT ARE NOT LIMITED TO: EXCAVATIONS, CONSTRUCTION MANHOLE ENCLOSURES, INSTALLING SUPPORT SYSTEM FOR UTILITY FACILITIES, DEWATERING UTILITY STRUCTURES AND EXCAVATIONS, OPENING/CLOSING TRAFFIC AND/OR PEDESTRIAN PLATES

At the following locations:

ETC.

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

(WHEN NOT ALREADY INCLUDED AND COVERED IN OTHER APPLICABLE CET ITEMS),

Total quantity for CET 450.3

960.00

CET 500.0 REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)

L.F.

Crhrs.

At the following locations:

INT. OF YORK AVENUE AND E. 61ST STREET YORK AVENUE BTW E. 61ST STREET AND E. 62ND STREET INT. OF YORK AVENUE AND E. 62ND STREET YORK AVENUE BTW E. 62ND STREET AND E. 63RD STREET E. 62ND STREET BTW YORK AVENUE AND 1ST AVENUE INT. OF YORK AVENUE AND E. 63RD STREET YORK AVENUE BTW E. 63RD STREET AND E. 64TH STREET

Total quantity for CET 500.0

= 16940.00

CET 501.0 REMOVAL OF ABANDONED MASONRY FOR UTILITY FACILITIES

C.Y.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 501.0

20.00

CET 600.1 INSTALL 1 EA. 2", 4" OR 5" CONDUIT (ALL TYPES) IN UNPAVED AREA

L.F.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 600.1

100.00

CET 600.2 INSTALL 2 EA. 2", 4" OR 5" CONDUIT (ALL TYPES) IN UNPAVED AREA

L.F.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 600.2

100.00

CON ED CET SCOPE

CET 601.1 INSTALL 1 EA. 2", 4" OR 5" CONDUIT (ALL TYPES) IN PAVED AREA L.F. At the following locations: AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE Total quantity for CET 601.1 100.00 CET 601.2 INSTALL 2 EA. 2", 4" OR 5" CONDUIT (ALL TYPES) IN PAVED AREA L.F. At the following locations: YORK AVENUE BTW E. 62ND STREET AND E. 63RD STREET Total quantity for CET 601.2 235.00 CET603E.1 CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT (L.F.) L.F. At the following locations: INT. OF YORK AVENUE AND E. 61ST STREET YORK AVENUE BTW E. 61ST STREET AND E. 62ND STREET INT. OF YORK AVENUE AND E. 62ND STREET YORK AVENUE BTW E. 62ND STREET AND E. 63RD STREET E. 62ND STREET BTW YORK AVENUE AND 1ST AVENUE INT. OF YORK AVENUE AND E. 63RD STREET YORK AVENUE BTW E. 63RD STREET AND E. 64TH STREET Total quantity for CET603E.1 9400.00 CET603E.2 CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT (L.F.) L.F. At the following locations: AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE Total quantity for CET603E.2 100.00 CET 636 EE ADJUSTMENT OF UTILITY HARWARE (34" TO UNDER 41" WIDTH) EA. RD At the following locations:

CON ED CET SCOPE

Backup of SEN002169 SECTION U_CON ED.xis

Total quantity for CET 636 EE RD =

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

2.00

CET 636 EG RD ADJUSTMENT OF UTILITY HARWARE ( 41" TO UNDER 75" WIDTH ) EA.

At the following locations:

YORK AVENUE BTW E. 61ST STREET AND E. 62ND STREET YORK AVENUE BTW E. 62ND STREET AND E. 63RD STREET

Total quantity for CET 636 EG RD =

CET 636 SMC MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY STEAM HARDWARE (ABOVE 8" TO 34" WIDTH)

EA.

At the following locations:

YORK AVENUE BTW E. 61ST STREET AND E. 62ND STREET

Total quantity for CET 636 SMC =

CET 636 SA ADJUSTMENT TO UTILITY STEAM HARDWARE (CONCRETE COLLAR)

S.F.

At the following locations:

YORK AVENUE BTW E. 61ST STREET AND E. 62ND STREET

Total quantity for CET 636 SA =

20.00

11.00

4.00

CET 636 SB ADJUSTMENT TO UTILITY STEAM CASTINGS (UNDER AND INCLUDING 8" WIDTH) EA.

At the following locations:

YORK AVENUE BTW E. 61ST STREET AND E. 62ND STREET

Total quantity for CET 636 SB

1.00

CET 636 SC ADJUSTMENT TO UTILITY STEAM CASTINGS (ABOVE 8" TO 34" WIDTH)

EA.

At the following locations:

YORK AVENUE BTW E. 61ST STREET AND E. 62ND STREET

Total quantity for CET 636 SC

1.00

CET 636 RM REBUILDING AND MODIFICATIONS TO UTILITY STRUCTURES

C.Y.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 636 RM

50.00

CON ED CET SCOPE

CET 636 RS STRUCTURAL REPAIR TO UTILITY STRUCTURES

C.Y.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 636 RS = 50.00

CET 638 N INSTALLATION OF FIELD CONSTRUCTED UTILITY STRUCTURE

C.Y.

At the following locations:

INT. OF YORK AVENUE AND E. 62ND STREET YORK AVENUE BTW E. 62ND STREET AND E. 63RD STREET INT. OF YORK AVENUE AND E. 63RD STREET

Total quantity for CET 638 N

100.00

CET 638 R BREAK OUT AND REMOVE UTILITY STRUCTURE

C.Y.

At the following locations:

INT. OF YORK AVENUE AND E. 62ND STREET YORK AVENUE BTW E. 62ND STREET AND E. 63RD STREET INT. OF YORK AVENUE AND E. 63RD STREET

Total quantity for CET 638 R

50.00

CET 700.0 SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/ PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER

C.Y.

At the following locations:

AS SHOWN ON THE SPECIAL CARE EXCAVATION PLANS

Total quantity for CET 700.0

250.00

CET 710.1 REMOVAL OF ABANDONED UTILITY STEEL/ CAST IRON/ PLASTIC PIPES, UP TO AND L.F. INCLUDING 12" DIAMETER PIPES

At the following locations:

INT. OF YORK AVENUE AND E. 61ST STREET YORK AVENUE BTW E. 61ST STREET AND E. 62ND STREET INT. OF YORK AVENUE AND E. 62ND STREET YORK AVENUE BTW E. 62ND STREET AND E. 63RD STREET E. 62ND STREET BTW YORK AVENUE AND 1ST AVENUE INT. OF YORK AVENUE AND E. 63RD STREET YORK AVENUE BTW E. 63RD STREET AND E. 64TH STREET

Total quantity for CET 710.1 = 780.00

CON ED CET SCOPE

CET 711 USE SHEETING LINE AS FORM

L.F.

At the following locations:

INT. OF YORK AVENUE AND E. 61ST STREET YORK AVENUE BTW E. 61ST STREET AND E. 62ND STREET INT. OF YORK AVENUE AND E. 62ND STREET YORK AVENUE BTW E. 62ND STREET AND E. 63RD STREET E. 62ND STREET BTW YORK AVENUE AND 1ST AVENUE INT. OF YORK AVENUE AND E. 63RD STREET YORK AVENUE BTW E. 63RD STREET AND E. 64TH STREET

Total quantity for CET 711

1000.00

CET 802A SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK

S.F.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 802A

1800.00

CET 802B SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK

L.F.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 802B

250.00

CET 803.2 LINE CUT BY PNEUMATIC TOLLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY L.F. REMOVAL OPERATIONS (ANY COMBINATION OF ASPHALT AND CONCRETE ROADWAY)

At the following locations:

INT. OF YORK AVENUE AND E. 61ST STREET
YORK AVENUE BTW E. 61ST STREET AND E. 62ND STREET
INT. OF YORK AVENUE AND E. 62ND STREET
YORK AVENUE BTW E. 62ND STREET AND E. 63RD STREET
INT. OF YORK AVENUE AND E. 63RD STREET
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 803.2

800.00

<b>CET 1006V</b>	6" VERTICAL OR ROLLED WATERMAIN OFFSET	EA.
	At the following locations:	
	AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE	
	Total quantity for CET 1006V = 5.00	
СЕТ 1006Н	6" HORIZONTAL WATERMAIN OFFSET	EA.
	At the following locations:	
	AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE	
	Total quantity for CET 1006H = 2.00	
<b>CET 1012V</b>	12" VERTICAL OR ROLLED WATERMAIN OFFSET	EA.
	At the following locations:	
	AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE	
	Total quantity for CET 1012V = 3.00	
CET 1012H	12" HORIZONTAL WATERMAIN OFFSET	EA.
	At the following locations:	
	AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE	
	Total quantity for CET 1012H = 2.00	
<b>CET 1020V</b>	20" VERTICAL OR ROLLED WATERMAIN OFFSET	EA.
	At the following locations:	
	AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE	
	Total quantity for CET 1020V = 3.00	
CET 1020H	20" HORIZONTAL WATERMAIN OFFSET	EA.
	At the following locations:	
	AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE	
	Total quantity for CET 1020H = 2.00	

CON ED CET SCOPE

SEN002169 - Combined Sewers in York Avenue, etc., Manhattan Schedule U-2 Preliminary Engineer's Estimate of Quantity and Types of Interference Expected to be Encountered

CETITEM	UNITS	ESTIMATED QUANTITY	
100.1	EACH	3	SUPPORT OF FACILITIES UP TO & INCL. 0.75 SF X-ING CATCH BASIN CHUTE CONNECTIONS & /OR TEST PITS
100.2	EACH	6	SUPPORT OF FACILITIES OVER 0.75 SF UP TO & INCL. 2.00 SF X-ING CATCH BASIN CHUTE CONNECTIONS & /OR TEST PITS
100.3	EACH	1	SUPPORT OF FACILITIES OVER 2.00 SF UP TO & INCL. 6.00 SF X-ING CATCH BASIN CHUTE CONNECTIONS & /OR TEST PITS
103.1	EACH	1	SUPPORT OF FACILITIES UP TO & INCL. 0.75 SF X-ING SEWERS OVER 36" UP TO & INCL. 48" IN DIAMETER
103.2	EACH	1	SUPPORT OF FACILITIES OVER 0.75 SF UP TO & INCL. 2.00 SF X-ING SEWERS OVER 36" UP TO & INCL. 48" IN DIAMETER
103.3	EACH	1	SUPPORT OF FACILITIES OVER 2.00 SF UP TO & INCL. 6.00 SF X-ING SEWERS OVER 36" UP TO & INCL. 48" IN DIAMETER
108.1	EACH	4	SUPPORT OF FACILITIES UP TO & INCL 0.75 SF X-ING WATER MAINS UP TO & INCL. 12" IN DIAMETER
108.2	EACH	6	SUPPORT OF FACILITIES OVER 0.75 SF UP TO & INCL 2.00 SF X-ING WATER MAINS UP TO & INCL. 12" IN DIAMETER
108.3	EACH	3	SUPPORT OF FACILITIES OVER 2.00 SF UP TO & INCL 6.00 SF X-ING WATER MAINS UP TO & INCL. 12" IN DIAMETER
109.1	EACH	2	SUPPORT OF FACILITIES UP TO & INCL 0.75 SF X-ING WATER MAINS OVER 12" UP TO & INCL. 24" IN DIAMETER
109.2	EACH	3	SUPPORT OF FACILITIES OVER 0.75 SF UP TO & INCL 2.00 SF X-ING WATER MAINS OVER 12" UP TO & INCL. 24" IN DIAMETER
109.3	EACH	2	SUPPORT OF FACILITIES OVER 2.00 SF UP TO & INCL 6.00 SF X-ING WATER MAINS OVER 12" UP TO & INCL. 24" IN DIAMETER
200	LF :	80	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES.
225	EACH	5	INSTALLATION AND/OR REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES
300	CY	32	SPECIAL CARE EXCAVATION & BACKFILLING
330T	LF	120	SUPPORT AND PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE IN OR IN CLOSE PROXIMITY TO TRENCH LIMITS

## SEN002169 - Combined Sewers in York Avenue, etc., Manhattan Schedule U-2 Preliminary Engineer's Estimate of Quantity and Types of

Interference Expected to be Encountered

CET ITEM	UNITS	ESTIMATED QUANTITY	DESCRIPTION
400	CY	10	TEST PITS
401	CY	360	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES
	<u> </u>	330	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES
402.1A	LF	1,920	EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT
402.2A	LF	220	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT
403	SF	50	PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES
500	LF	1 1	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)
501	CY	5	REMOVAL OF ABANDONED MASONRY FOR UTILITY FACILITIES
711	LF	15	USE SHEETING LINE AS FORM
1006V	EACH	2	6" VERTICAL OR ROLLED WATER MAIN OFFSET
1012V	EACH	2	12" VERTICAL OR ROLLED WATER MAIN OFFSET
1020V	EACH	2	20" VERTICAL OR ROLLED WATER MAIN OFFSET

### **Borough of Manhattan**

### Schedule U-2: Scope of Work for CET items

CET 100.1	
SUPPORT OF FACILITIES UP TO & CONNECTIONS &/OR TEST PITS	INCL. 0.75 SF X-ING C.B. CHUTE

@ THE FOLLOWING LOCATIONS	QTY(EA)
NWC OF INT OF YORK AVE & E. 61 ST ST.	1
N. SIDE OF E. 62 ND ST. BETWEEN YORK AVE. & 1 ST AVE.	1
S. SIDE OF E. 62 ND ST. BETWEEN YORK AVE. & 1 ST AVE.  CET 100.1	1
TOTAL	3

#### **CET 100.2**

### SUPPORT OF FACILITIES OVER 0.75 SF UP TO & INCL. 2.00 SF X-ING C.B. CHUTE CONNECTIONS &/OR TEST PITS

@ THE FOLLOWING LOCATIONS NWC OF INT OF YORK AVE & E. 61 ST ST.	QTY(EA)
NWC OF INT OF YORK AVE & E. 61" ST.	1
NEC OF INT OF YORK AVE & E. 61 ST ST.	1
NEC OF INT OF YORK AVE & E. 62 ND ST.	2
S. SIDE OF E. 62 ND ST. BETWEEN YORK AVE. & 1 ST AVE.	4
CET 100.2	2
TOTAL	6

#### **CET 100.3**

### SUPPORT OF FACILITIES OVER 2.00 SF UP TO & INCL. 6.00 SF X-ING C.B. CHUTE CONNECTIONS &/OR TEST PITS

@ THE FOLLOWING LOCAL NECONS AND ADDRESS OF INT OF YORK AND ADDRESS OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PRO	ATIONS	QTY(EA)
NEC OF INT OF YORK AVE & E. 62 ND ST. CET 100.3	·	1
CE1 100.5	TOTAL	1

#### **CET 103.1**

### SUPPORT OF FACILITIES UP TO & INCL. 0.75 SF X-ING SEWERS OVER 36" UP TO & INCL. 48" IN DIAMETER

@ THE FOLLOWING LOCATIONS	QTY(EA)
SWC OF INT OF YORK AVE & E. 62 ND ST.	1
CET 103.1 TOTAL	1
***************************************	

### **Borough of Manhattan**

### Schedule U-2: Scope of Work for CET items

CET 103.2			
SUPPORT OF FACILITIES OVER 0.75 SF UP TO &		X-ING	
SEWERS OVER 36" UP TO & INCL. 48" IN DIAMET		OTELOTIA	
@ THE FOLLOWING LOCATION	IS	QTY(EA)	)
SWC OF INT OF YORK AVE & E. 62 ND ST.	mom	l	
CET 103.2	TOTAL	l	
CET 103.3			
SUPPORT OF FACILITIES OVER 2.00 SF UP TO &		' X-ING	
SEWERS OVER 36" UP TO & INCL. 48" IN DIAME			
@ THE FOLLOWING LOCATION	IS	QTY(EA)	)
SWC OF INT OF YORK AVE & E. 62 ND ST.	,	1	
CET 103.3	TOTAL	1	
CET 108.1			
CET 108.1			
SUPPORT OF FACILITIES UP TO & INCL. 0.75 SF	X-ING WATI	ER MAINS	S U
TO & INCL.12" IN DIAMETER.			
@ THE FOLLOWING LOCATION	1S	QTY(EA)	)
NWC OF INT OF YORK AVE & E. 61 ST ST.		1	
S. SIDE OF E. 62 ND ST. BETWEEN YORK AVE. & 1 ST	AVE.	2	
NWC OF INT OF YORK AVE & E. 62 ND ST.		1	
CET 108.1	TOTA	<b>AL</b> 4	
CET 108.2			
SUPPORT OF FACILITIES OVER 0.75 SF UP TO &		X-ING	
WATER MAINS UP TO & INCL.12" IN DIAMETER			
@ THE FOLLOWING LOCATION	<b>IS</b>	QTY(EA)	.)
NWC OF INT OF YORK AVE & E. 61 ST ST.		1	
NEC OF INT OF YORK AVE & E. 61 ST ST.		1	
E. SIDE OF YORK AVE BTWN E. 61 ST ST & E. 62 ND S'	Γ	1	
SEC OF INT OF YORK AVE & E. 62 ND ST.		1	
S. SIDE OF E. 62 ND ST. BETWEEN YORK AVE. & 1 ST	AVE.	2	
CET 108.2	TOTA	AL 6	

#### **Borough of Manhattan**

#### Schedule U-2: Scope of Work for CET items

#### **CET 108.3**

SUPPORT OF FACILITIES OVER 2.00 SF UP TO & INCL. 6.00 SF X-ING WATER MAINS UP TO & INCL. 12 " IN DIAMETER.

@ THE FOLLOWING LOCATIONS	QTY	(EA)
NEC OF INT OF YORK AVE & E. 61 ST ST.		1
E. SIDE OF YORK AVE BTWN E. 61 ST ST & E. 62 ND ST		1
SEC OF INT OF YORK AVE & E. 62 ND ST.		1.
CET 108.3	TOTAL	3

#### **CET 109.1**

SUPPORT OF FACILITIES UP TO & INCL. 0.75 SF X-ING WATER MAINS OVER 12" UP TO & INCL. 24" IN DIAMETER.

THE FOLLOWING LOCATIONS	QTY	(EA)
SEC OF INT OF YORK AVE & E. 62 ND ST.		1
SEC OF INT OF YORK AVE & E. 63 RD ST.		1
CET 109.1	TOTAL	2

#### **CET 109.2**

SUPPORT OF FACILITIES OVER 0.75 SF UP TO & INCL. 2.00 SF X-ING WATER MAINS OVER 12" UP TO & INCL. 24" IN DIAMETER.

@ THE FOLLOWING LOCATIONS	QT	Y(EA)
NEC OF INT OF YORK AVE & E. 61 ST ST.		1
SEC OF INT OF YORK AVE & E. 62 ND ST.		1
SEC OF INT OF YORK AVE & E. 63 RD ST.		1
CET 109.2	TOTAL	3

#### **CET 109.3**

SUPPORT OF FACILITIES OVER 2.00 SF UP TO & INCL. 6.00 SF X-ING WATER MAINS OVER 12" UP TO & INCL. 24" IN DIAMETER.

@ THE FOLLOWING LOCATIONS	QT	Y(EA)
SEC OF INT OF YORK AVE & E. 62 ND ST.		1
SEC OF INT OF YORK AVE & E. 63 RD ST.		1
CET 109.3	TOTAL	2

### **Borough of Manhattan**

### Schedule U-2: Scope of Work for CET items

CET 200		
EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUIPIPES	TE CONNEC	CTION
@ THE FOLLOWING LOCATIONS	ОТ	Y(LF)
NEC OF INT OF YORK AVE & E 61 ST ST. ON YORK AVE	•	35
NEC OF INT OF YORK AVE & E. 62 ND ST., ON YORK AVE.		45
CET 200	TOTAL	80
CET 225		
INSTALLATION AND/OR REMOVAL OF CATCH BASIN INTERFERENCES	S WITH UT	ILITY
@ THE FOLLOWING LOCATIONS	ОТ	Y(EA)
NWC OF INT OF YORK AVE & E. 61ST ST., ON YORK AVE	<b>~</b> 1	1
@ THE FOLLOWING LOCATIONS NWC OF INT OF YORK AVE & E. 61 ST ST., ON YORK AVE. NEC OF INT OF YORK AVE & E. 61 ST ST., ON YORK AVE.	-	1
NEC OF INT OF YORK AVE & F. 62ND ST. ON YORK AVE		1
S. SIDE OF E. 62 ND ST. BETWEEN YORK AVE. & 1 ST AVE.		2
CET 225	TOTAL	5
CET 300  SPECIAL CARE EXCAVATION AND BACKFILLING  @ THE FOLLOWING LOCATIONS  E. SIDE OF YORK AVE BTWN E. 62 ND ST & E. 63 RD ST  NEC OF INT OF YORK AVE & E. 61 ST ST., ON YORK AVE.  CET 300	QT*	Y(CY) 27 5 <b>32</b>
CET 330T SUPPORT & PROTECTION OF COMMUNICATION UTIL DURING EXCAVATION OF CITY TRENCH WHEN FACI CLOSE PROXIMITY TO TRENCH LIMITS  @ THE FOLLOWING LOCATIONS E. SIDE OF YORK AVE BTWN E. 62 ND ST & E. 63 RD ST CET 330T	LITY FACIL LITIES LIE	ITIES
CET 400 TEST PITS		-

#### **Borough of Manhattan**

### Schedule U-2: Scope of Work for CET items

### AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REP.

#### CET 401 TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES

@ THE FOLLOWING LOCATIONS	QT	Y(CY)
NEC OF INT OF YORK AVE & E. 61 ST ST., ON YORK AVE.		54
NEC OF INT OF YORK AVE & E. 61 ST ST., ON YORK AVE.		72
NWC OF INT OF YORK AVE & E. 62 ND ST., ON YORK AVE.		36
NEC OF INT OF YORK AVE & E. 62 ND ST., ON YORK AVE.		54
SWC OF INT OF YORK AVE & E. 62 ND ST., ON YORK AVE.		72
SWC OF INT OF YORK AVE & E. 62 ND ST., ON YORK AVE.		72
CET 401	TOTAL	360

#### **CET 402.1A**

### EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT.

@ THE FOLLOWING LOCATIONS	QTY	(LF)
NEC OF INT OF YORK AVE & E. $61^{ST}$ ST., ON YORK AVE. NEC OF INT OF YORK AVE & E. $61^{ST}$ ST., ON YORK AVE. NEC OF INT OF YORK AVE & E. $62^{ND}$ ST., ON YORK AVE. SWC OF INT OF YORK AVE & E. $62^{ND}$ ST., ON YORK AVE. <b>CET 402.1A</b>	TOTAL	480 480 480 480 <b>1920</b>

#### CET 402.2A

## EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT. @ THE FOLLOWING LOCATIONS QTY (LF)

CDI TUBIAN		
CET 402.2A	TOTAL	220
SWC OF INT OF YORK AVE & E. 62 ND ST., ON YORK AVE.		160
NWC OF INT OF TORK AVE & E. 02 BT., OF TORKET		4.50
NWC OF INT OF YORK AVE & E. 62 ND ST., ON YORK AVE.		60
<u> </u>		

### CET 403 PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES

**ECS** 

### For information only

**June 2010** 

QTY(EA)

### SEN 002169 - Construction of Combined Sewers in York Avenue, etc.,

### **Borough of Manhattan**

### Schedule U-2: Scope of Work for CET items

### **EST TOTAL: 50 SF** AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REP

**CET 500** REMOVAL OF ABANDONED UTILITY CONDUITS (NON -CONCRETE **ENCASED**)

### **EST TOTAL: 25 LF** AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REP

### **CET 501** REMOVAL OF ABANDONED MASONRY FOR UTILITY FACILITIES

@ THE FOLLOWING LOCATIONS QTY(CY) AS ENCOUNTERED & DIREC TED BY THE ECS FIELD REP **CET 501** TOTAL

#### **CET 711** USE SHEETING LINE AS FORM

@ THE FOLLOWING LOCATIONS QTY(LF) SEC OF INT OF YORK AVE & E. 63RD ST. 15 **CET 711 TOTAL** 

### **CET 1006V**

6" VERTICAL OR HORIZONTAL WATER MAIN OFFSET @ THE FOLLOWING LOCATIONS QTY(EA) AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REP **CET 1006V** TOTAL

#### **CET 1012V**

12" VERTICAL OR HORIZONTAL WATER MAIN OFFSET @ THE FOLLOWING LOCATIONS

AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REP **CET 1012V** TOTAL

### **ECS**

### For information only

**June 2010** 

### SEN 002169 - Construction of Combined Sewers in York Avenue, etc.,

### **Borough of Manhattan**

### Schedule U-2: Scope of Work for CET items

<del>(272)</del>	
Т	
QTY	(EA)
	2
TOTAL	2
	QTY

# FOR INFORMATION ONLY ENGINEER'S ESTIMATE OF QUANTITIES AND TYPES OF INTERFERENCE TIME WARNER CABLE OF NEW YORK CITY SEN002169 COMPINED SEWERS YORK AVE FROM EACH OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF ST

#### COMBINED SEWERS YORK AVE FROM EAST 61 ST TO EAST 63 ST Borough of Manhattan

CET ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
100.1	UTILITIES CROSSING TRENCH FOR CB CHUTE CONNECTION	EA	4
103.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER	EA	1
107.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER	EA	6
108.1	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO & INCLUDING 12" DIAMETER	EA	4
109.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" DIAMETER TO 24" DIAMETER	EA	8
225	INSTALLATION / REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EA	3
330	SUPPORT AND PROTECTION OF UTILITY IN CITY TRENCH	LF	242

### TIME WARNER CABLE SUPPORT & PROTECTION

#### SEN002169

### COMBINED SEWERS YORK AVE FROM EAST 61 STREET TO E 63 STREET Borough of Manhattan

CET100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION At the following locations:		EA
	NEC York Ave & 61 St		1
	E 62 St W/O York Ave		2
	NEC York Ave & 62 St		'
		Total quantity for CET 100.1	4
CET103.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER		EA
	At the following locations: SWC York Ave & E 62 St		1
		Total quantity for CET 103.1	1
***************************************	UTU ITEO ODOGONO TOPNOU FOR OTHERS OVER 701 TO 94"		EA
CE1 107.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER At the following locations:		,
	Intersection of E 61 St & York Ave		1
	Intersection of E 62 St & York Ave		2
	WS York Ave bet E 62 St & E63 St NWC York Ave & E 62 St		1
		Total quantity for CET 107.1	6
CET 108.1	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO &		EA
	INCLUDING 12" DIAMETER At the following locations:		
	NEC York Ave & E 61 St		1
	NWC York Ave & E 61 St		1
	SWC York Ave & E 62 St NWC York Ave & E 62 St		1
		Total quantity for CET 108.1	4
CET 109.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" TO 24" DIAMETER		EA
	At the following location: Intersection of E 61 St & York Ave		1
	Intersection of E 62 St & York Ave		1
	ES York Ave bet E 62 St & E 63 St		1
	ES York Ave Intersection of E 63 St		2
	WS York Ave Intersection of E 63 St NWC York Ave & E 63 St		2 1
		Total quantity for CET 109.1	8

CET225	INSTALLATION / REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES At the following location:		EA
	NEC York Ave & E 61 St		1
	NEC York Ave & E 62 St		1
	NWC York Ave & E 62 St		1
		Total quantity for CET 225	3
CET330	SUPPORT AND PROTECTION OF UTILITY IN CITY TRENCH At the following locations:		LF
	ES York Ave from E 62 St to mid block		77
	NWC York Ave & E 62 St		17
	WS York Ave bet E 62 St & E 63 St		134
	INT York Ave & E 62 St		7
	NWC York Ave & E 63 St		7
		Total quantity for CET 320	949



#### RCN TELECOM SERVICES OF NEW YORK

### NYC DDC CONTRACT NO. SEN002169 COMBINED SEWER / WATERMAIN REPLACEMENT BOROUGH OF MANHATTAN

#### **ENGINEER ESTIMATE**

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.
CET 109	UTILITY. XING WATERMAINS UP TO 12''to 24''75SF	EA.	4
CET 330T	SUPPORT & PROTECT COMM. FACILITIES IN OR IN CLOSE PROXIMITY TO TRENCH LIMITS	LF.	360'
CET 103	UTILITY XING SEWER 36" TO 48" DIAMETER	EA.	3
CET 108	UTILITY. XING WATER MAIN UP TO 12" UP TO .75SF.	EA.	5

# RCN TELECOM SERVICES OF NEW YORK SUPPORT & PROTECTION DDC PROJECT NUMBER: SEN002169 COMBINED SEWER / WATER MAIN REPLACEMENT Borough of Manhattan

<b>CET 108.1</b>	UTILITIES CROSSING TRENCH FOR WATER MAIN UP	EA.
	TO & INCLUDING 12" DIAMETER	
	INTERSECTION YORK AVE & E.61ST STREET	2
	S/S E.61ST STREET W/O YORK AVE	3
	TOTAL	5
CET 330T1	SUPPORT & PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMMUNICATION FACILITIES LIE COMPLETELY IN THE PROPOSED TRENCH	LF.
	W/S YORK AVENUE S/O E.63RD STREET	110
	W/S YORK AVENUE S/O 62ND STREET	140
	INTERSECTION YORK AVENUE & E.61ST STREET	40
	E.61ST STREET W/O YORK AVENUE	70
	TOTAL	360
CET 103.1	UTILITIES CROSSING TRENCH FOR SEWER OVER 36" TO 48" DIAMETER (TYPE 1)	EA.
	W/S YORK AVENUE B/T E.62ND TO E.63RD STREET	1
	W/S YORK AVENUE S/O E.62ND STREET	2
	TOTAL	3
CET 109.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE 1)	EA.
	INTERSECTION YORK AVENUE & E.63RD STREET	2
	INTERSECTION YORK AVENUE & E.62ND STREET	1
	INTERSECTION YORK AVENUE & E.61ST STREET	1

TOTAL

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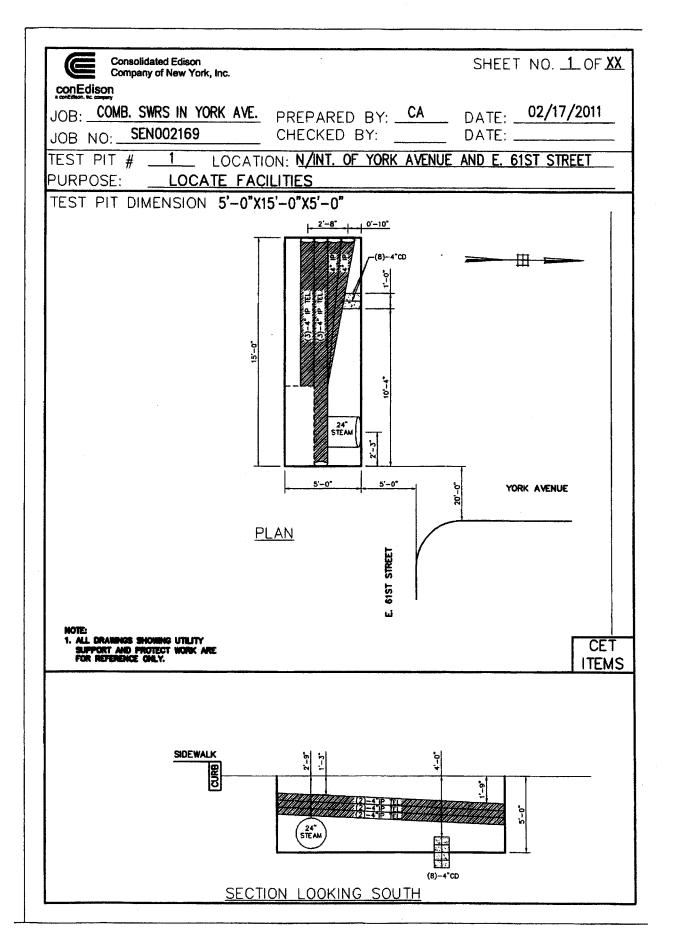
### **SECTION U-3**

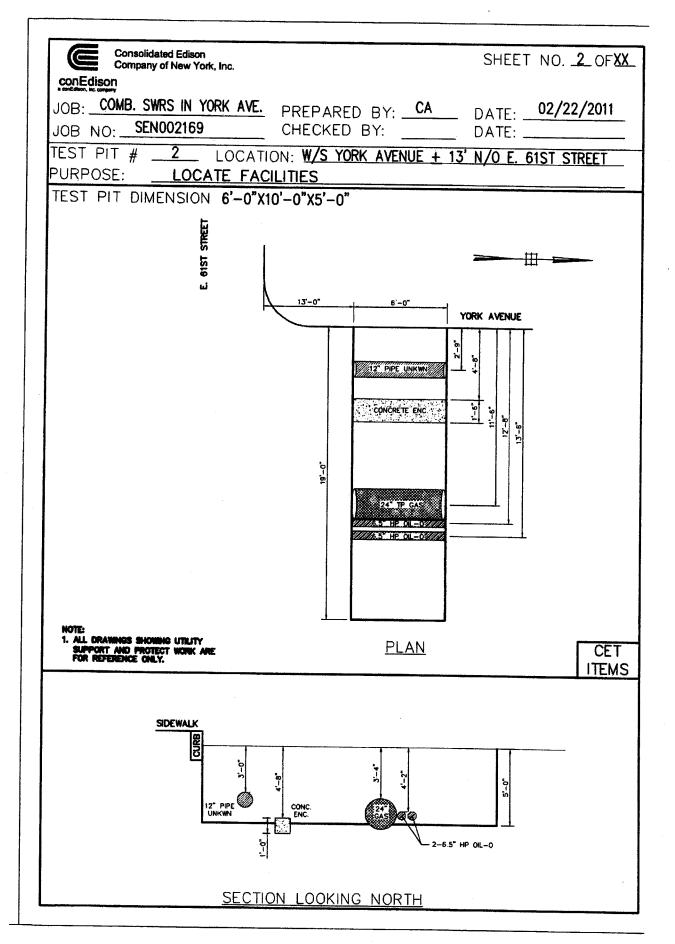
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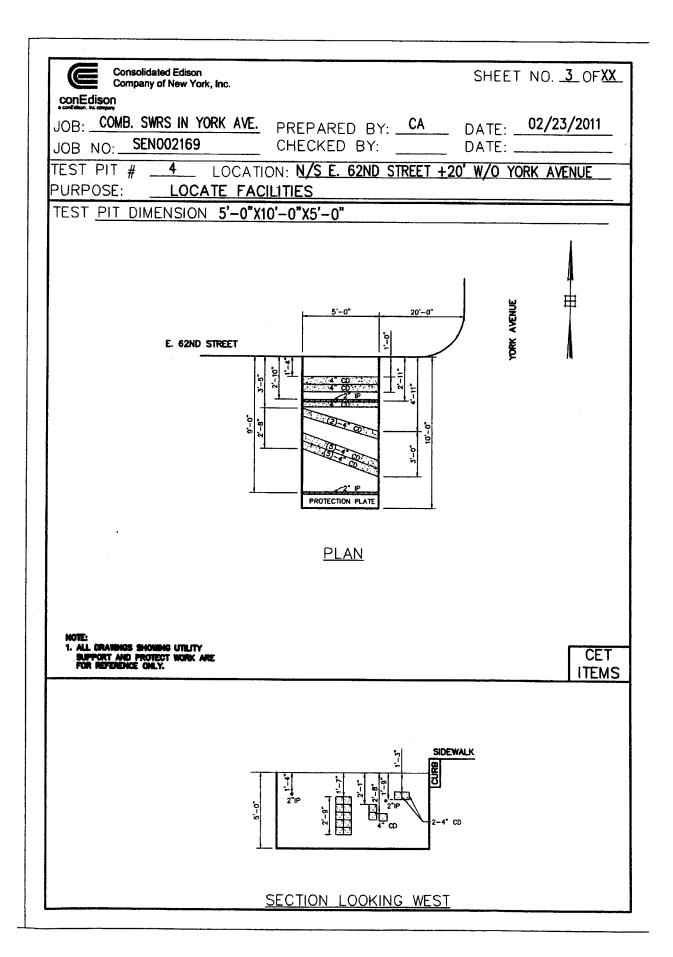
### **TEST PITS**

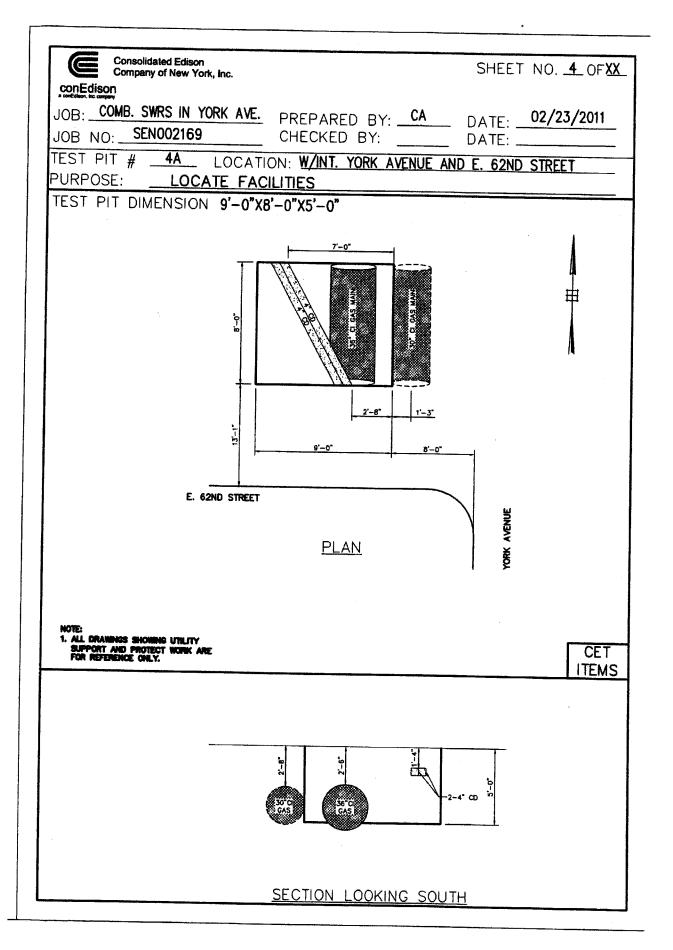
- (1) THESE TEST PITS DETAIL EXISTING CONDITIONS (AS OF BID DATE) OF UTILITIES AND OTHER SUBSURFACE FACILITIES AT LOCATIONS AS SHOWN ON THE TEST PIT LOCATIONS PLAN OF THE CONTRACT DRAWINGS.
- (2) DEPTHS OF FACILITIES ARE FROM EXISTING ROADWAY AND SIDEWALK ELEVATIONS AS SHOWN, OFFSETS ARE FROM EXISTING CURB, PROPERTY AND BUILDING LINES, AS SHOWN.
- (3) RELEVANT ITEMS ARE NOTED ON EACH TEST PIT DIAGRAM.

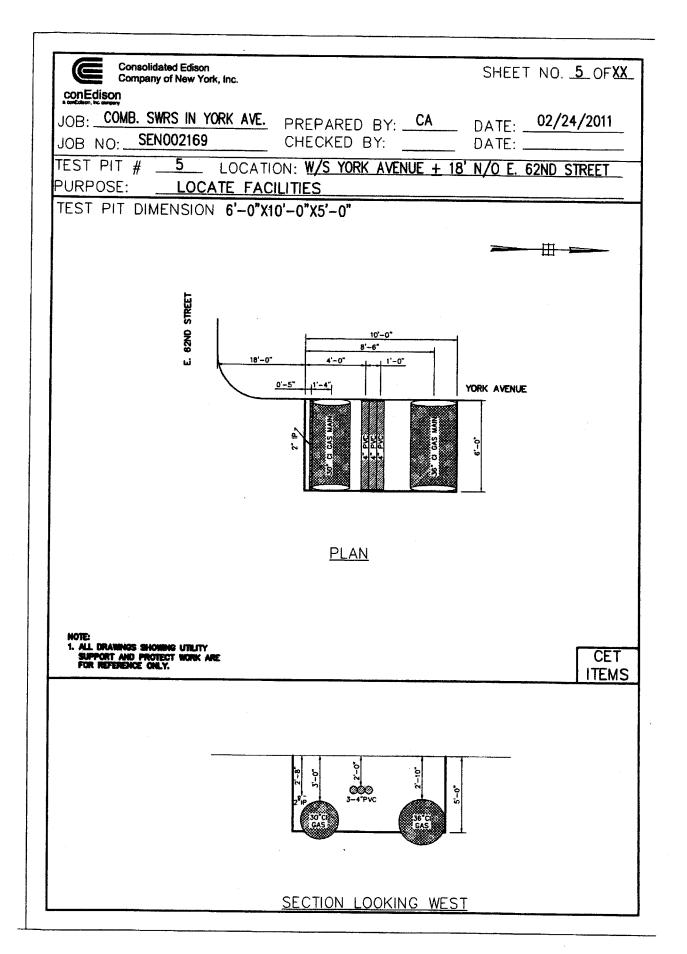
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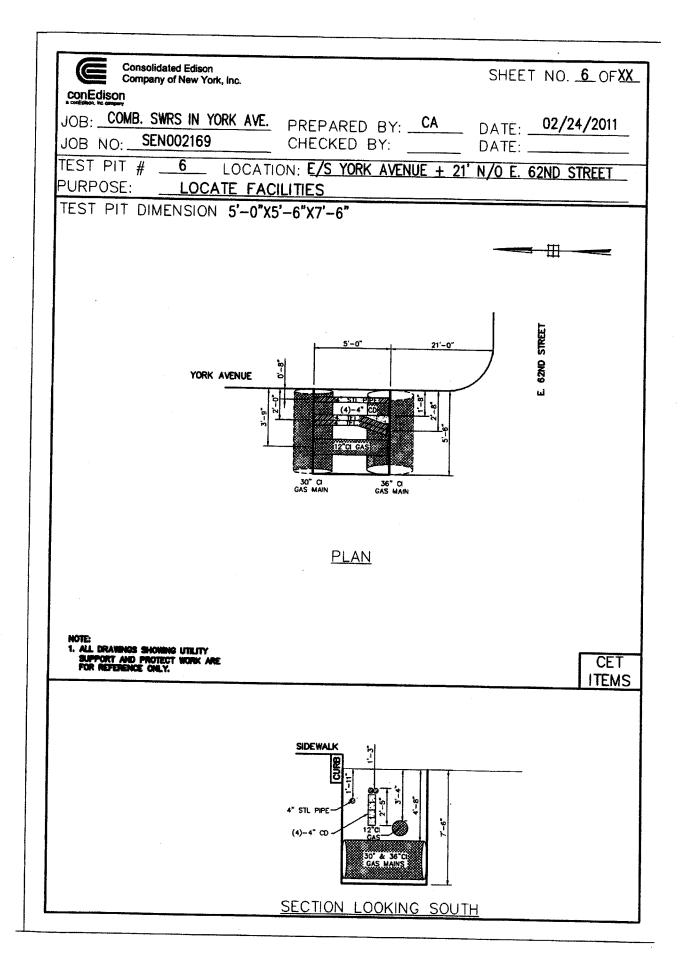


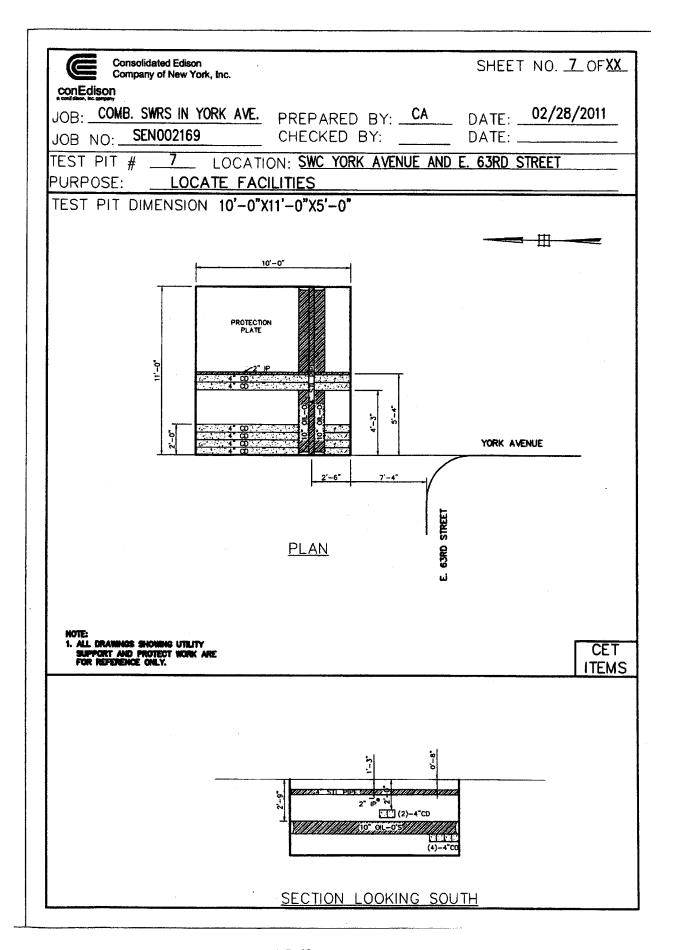


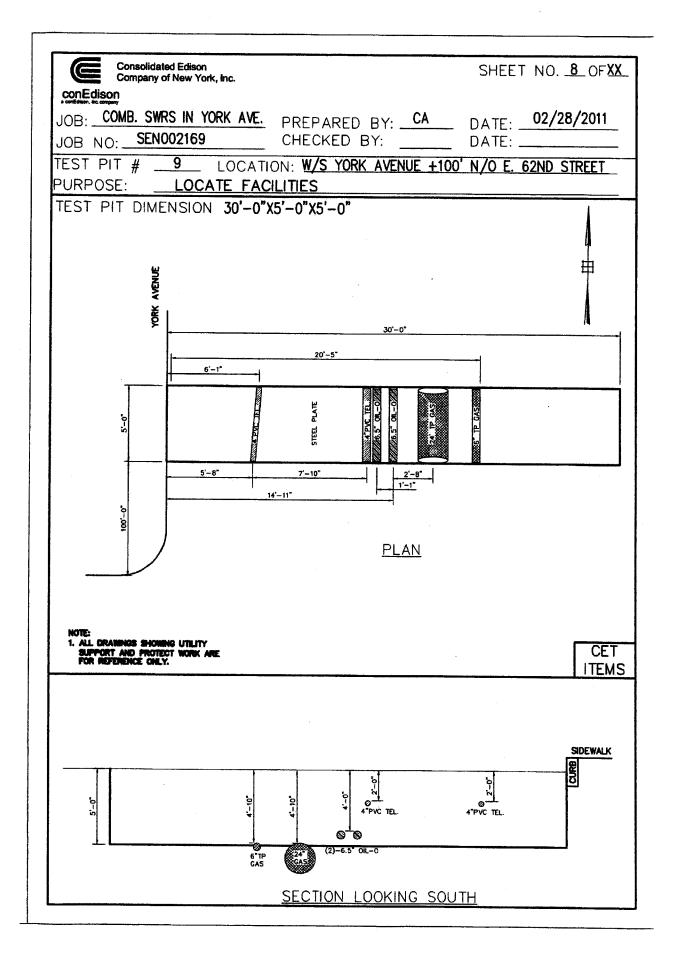


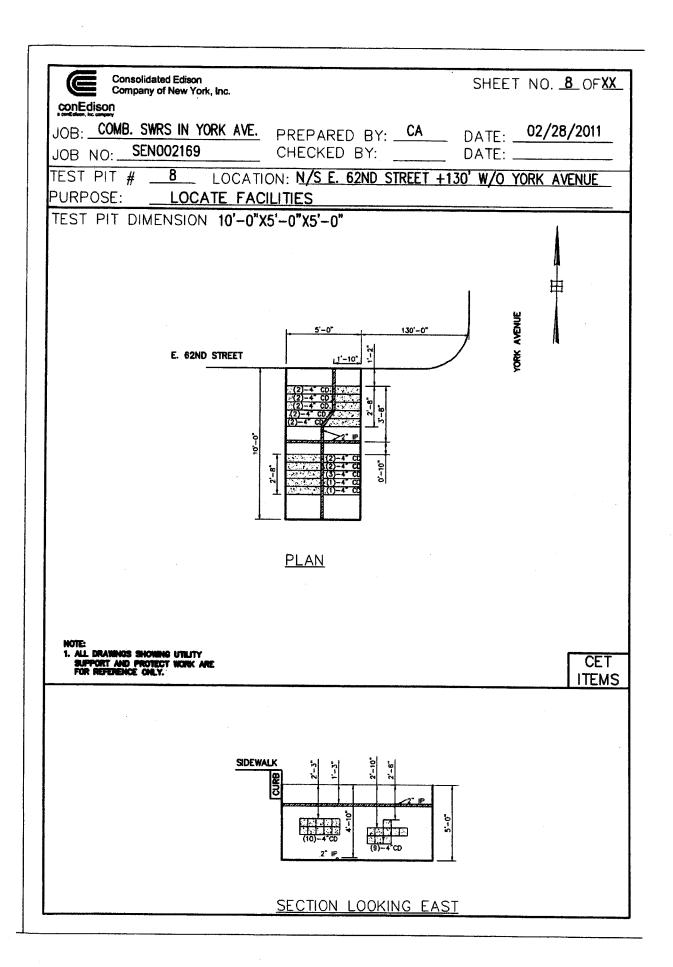


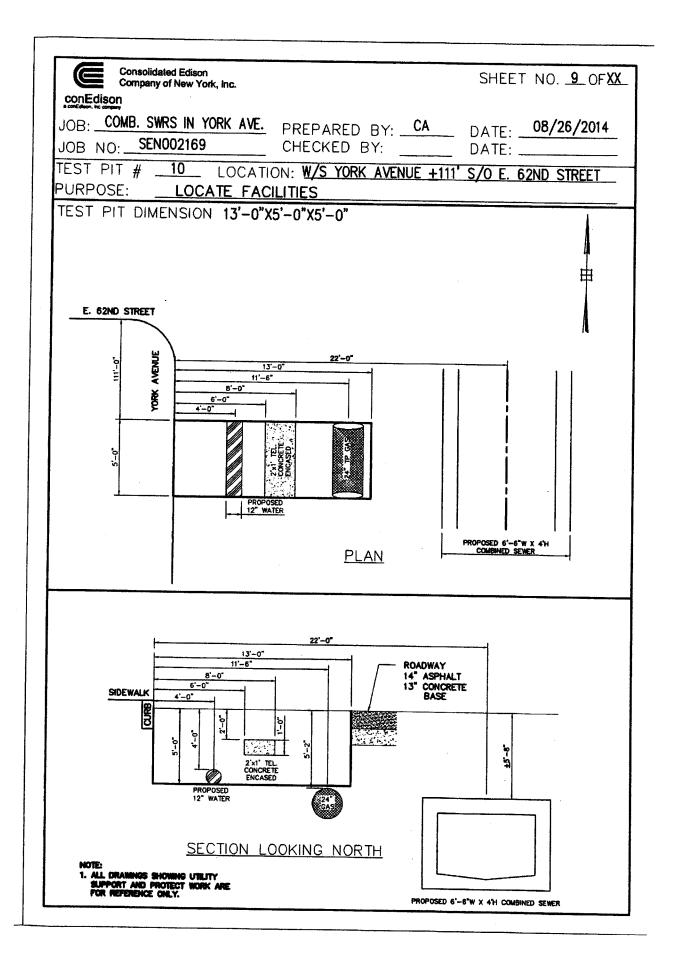


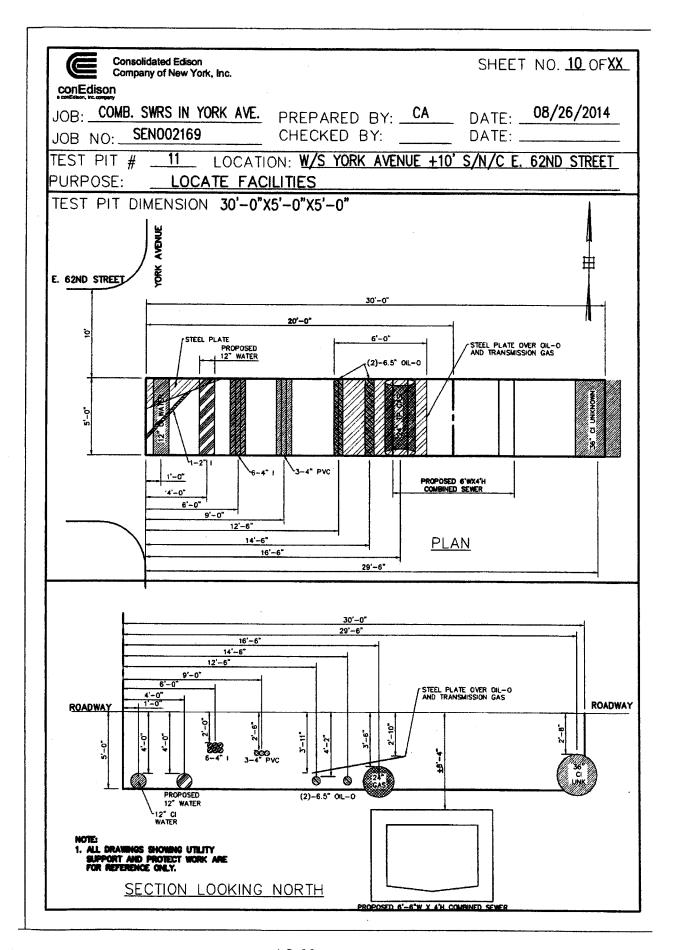


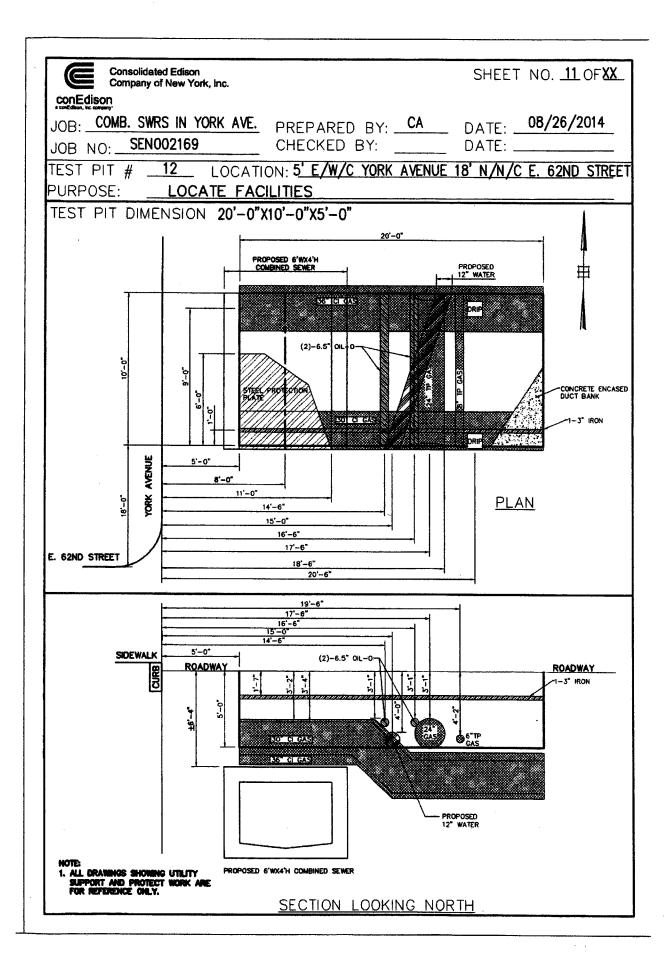


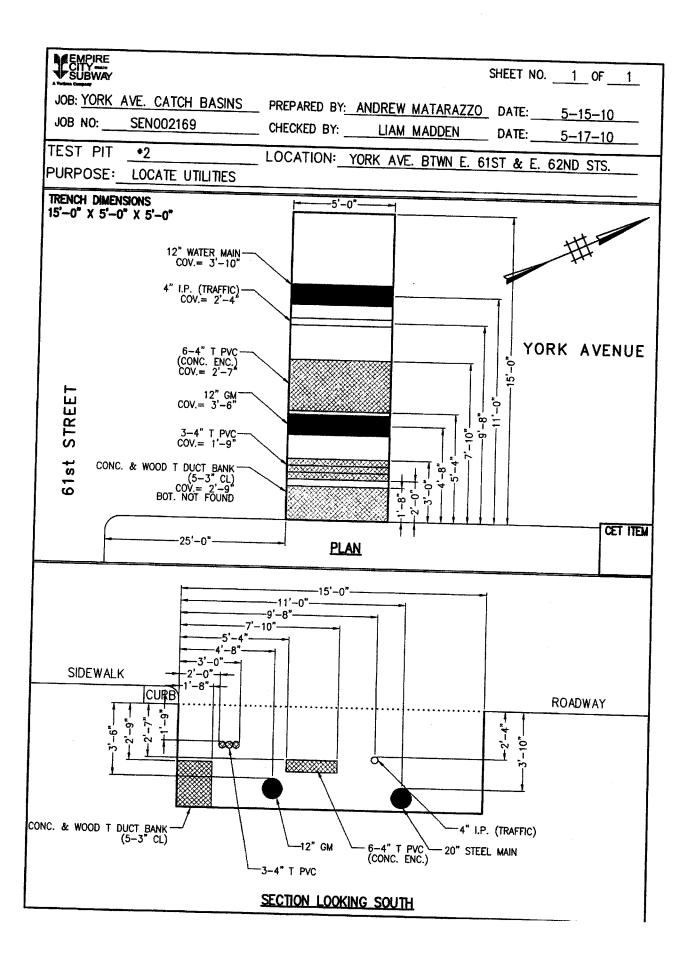




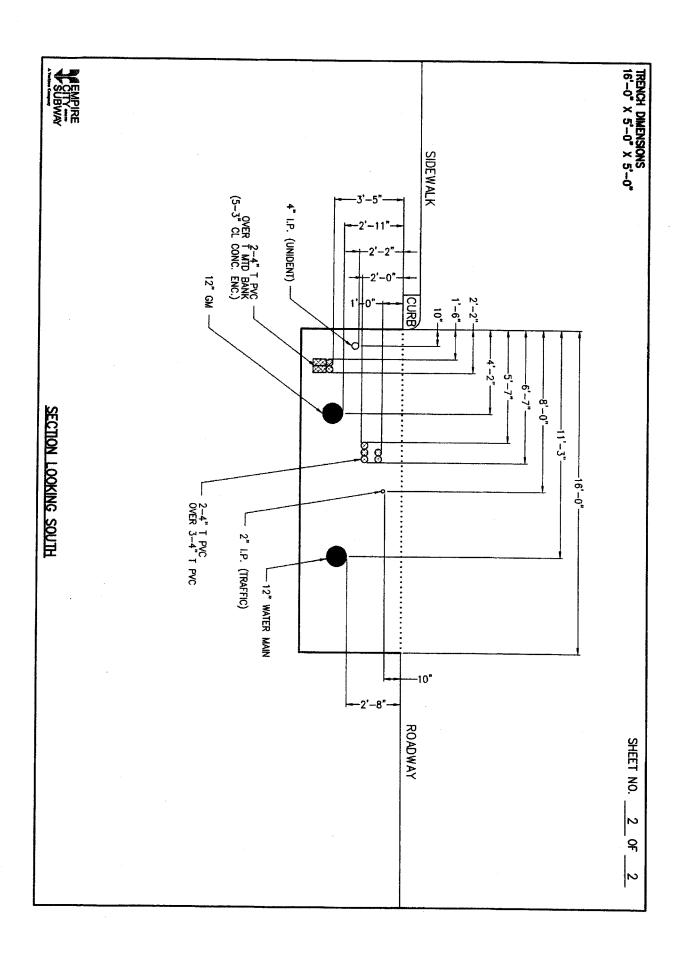


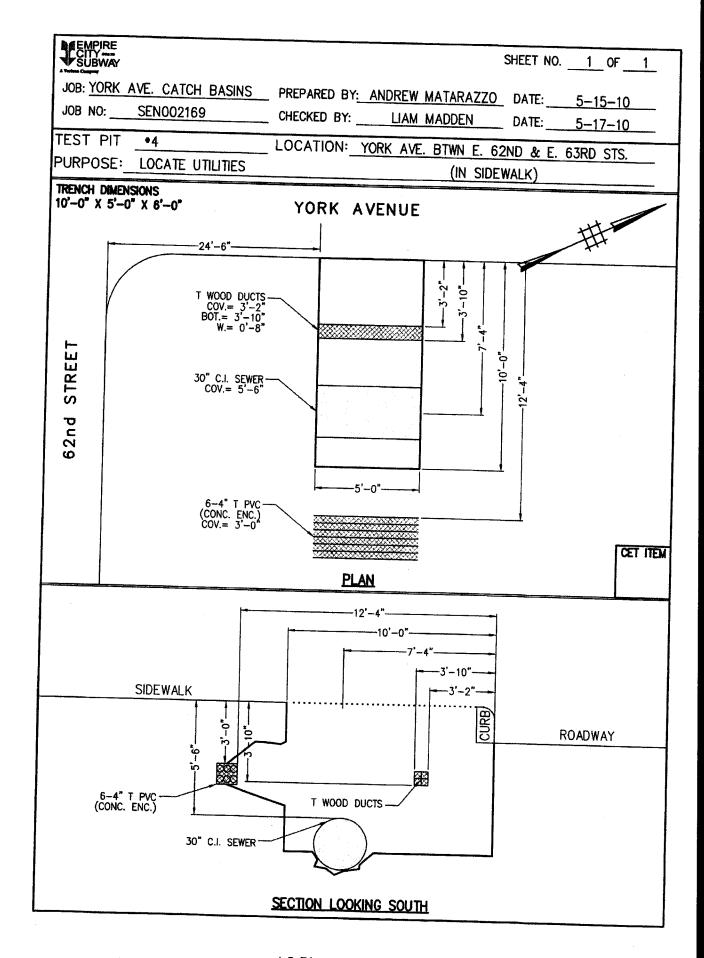


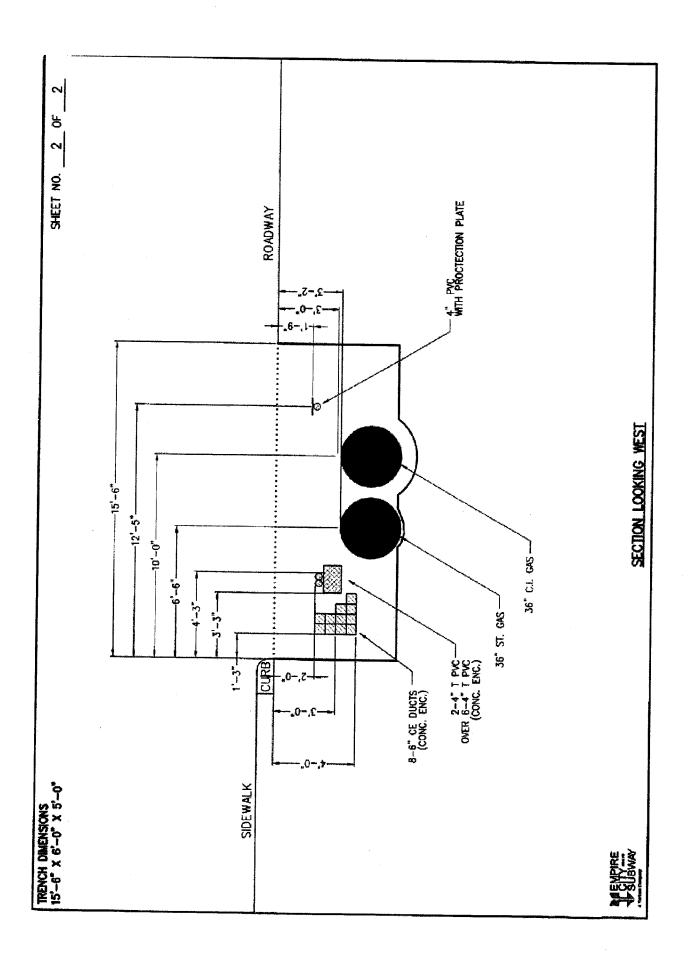


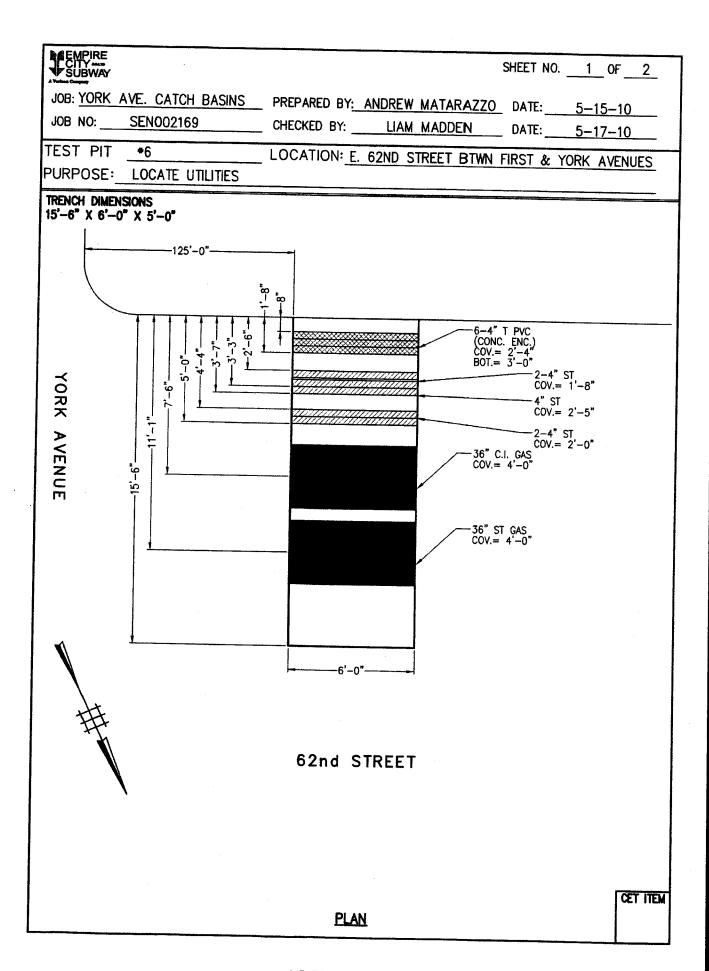


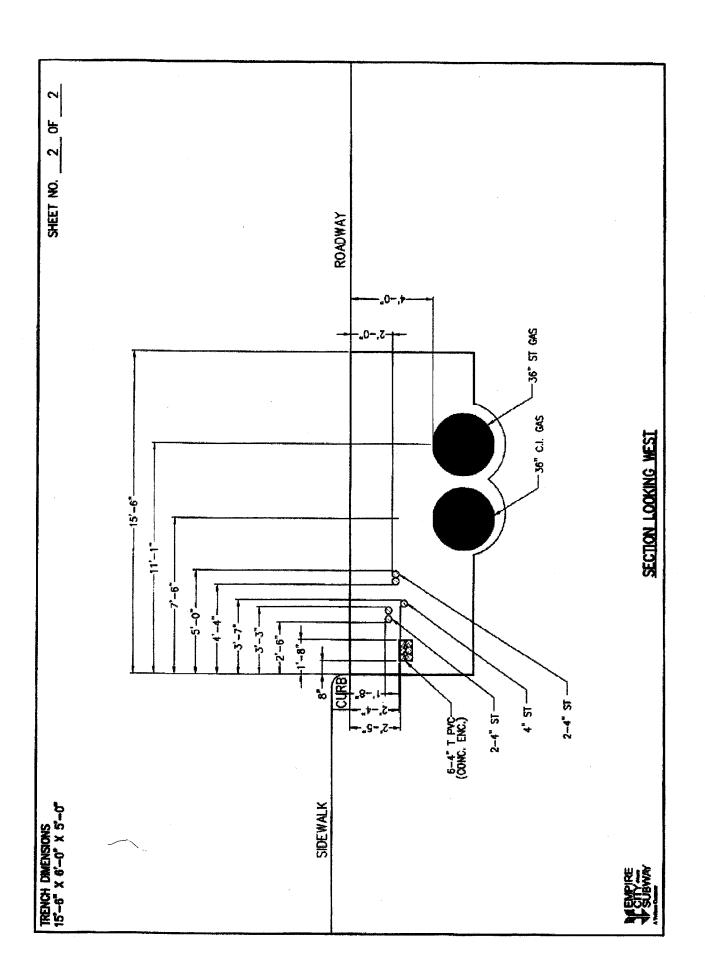
MEMPIRE	***		*****			
EMPIRE CITY SUBWAY					SHEET NO.	
JOB: YORK AVE. CA	ATCH BASINS	PREPARED BY	ANDREW	MATARAZZO	DATE:	5-15-10
JOB NO: SENOC	)2169	CHECKED BY:	LIAM	MADDEN	DATE:	5-17-10
TEST PIT <u>•3</u>		LOCATION:_	YORK AV	E. BTWN E. 6	32ND & E. 6	3RD STS.
PURPOSE: LOCA	TE UTILITIES					
TRENCH DIMENSIONS 16'-0" X 5'-0" X 5'-0	0*					
	•					_
					*	4
		YORK	AVENU	E		T+
		5'-	-0"			
					····	<del>-                                    </del>
	12" WATER MAIN—					
	COV.= 2'-8"					
						Ŧ
:	2" I.P. (TRAFFIC) ————————————————————————————————————					
						.0-,9
OV	2-4" T PVC /ER 3-4" T PVC COV = 1'-0"					-16'-
	BO1.= 2'-0"					?
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OV (5-3"	2-4" T PVC ER T MTD BANK CL CONC. ENC.) COV.= 3'-5" BOT. NOT FOUND " I.P. (UNIDENT) COV.= 2'-2"				6'-7"	
8	COV.= 3'-5" OT. NOT FOUND " LP. (UNIDENT)-				-5'-7"	
PuZ	COV.= 2'-2"		××××××××××××××××××××××××××××××××××××××	_		
9				<del>       </del>	<u> </u>	
				10"- 1'-6"- 2'-2"-		
	-24'-6" <del></del>					
						CET ITEM
		PL.	<u>an</u>			1 1





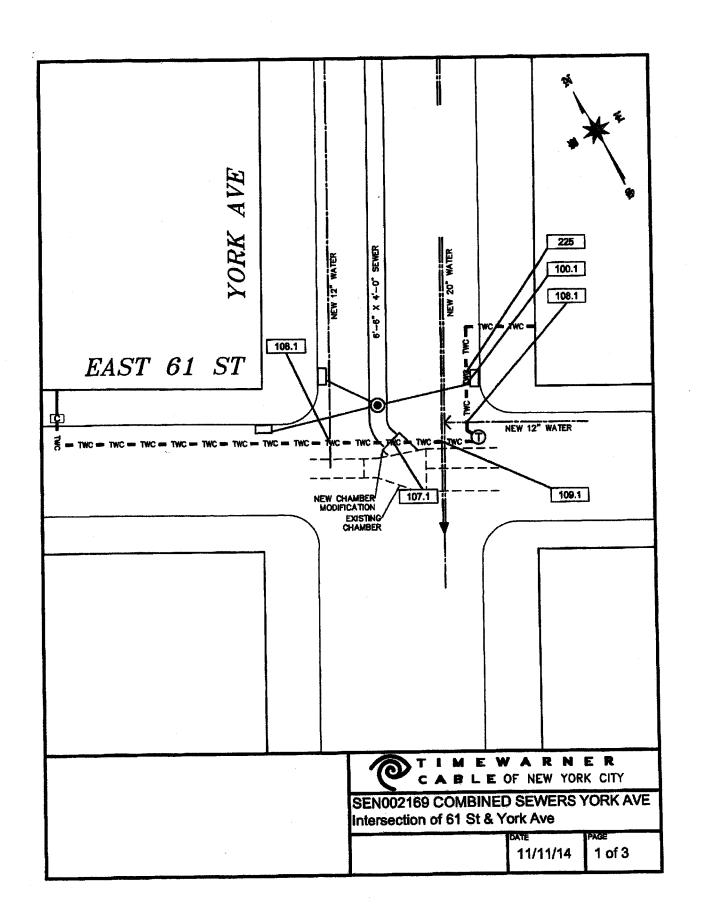


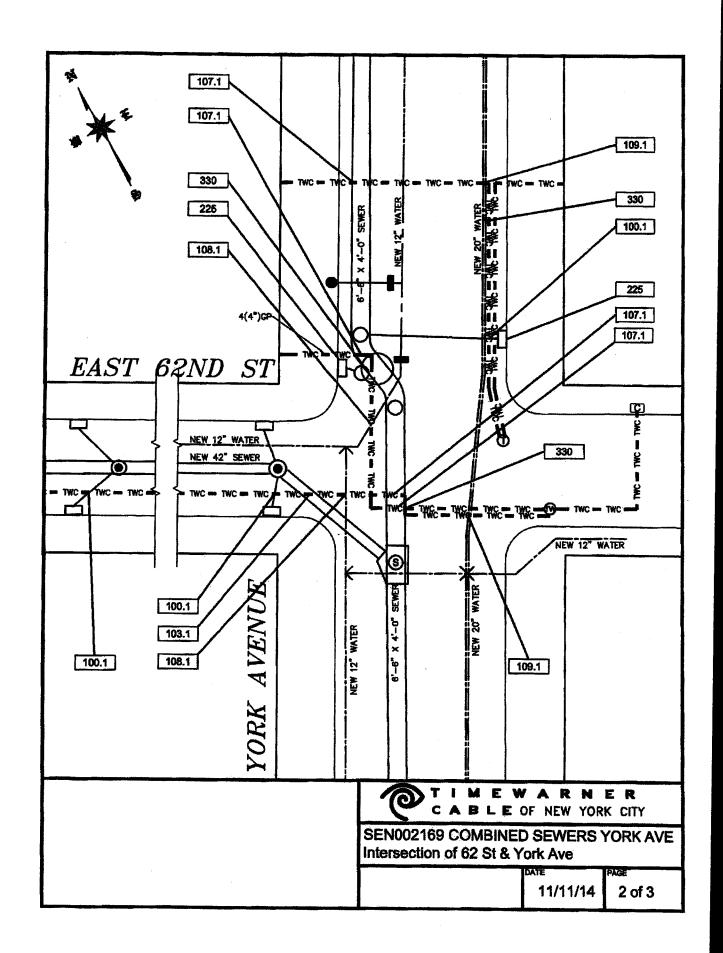


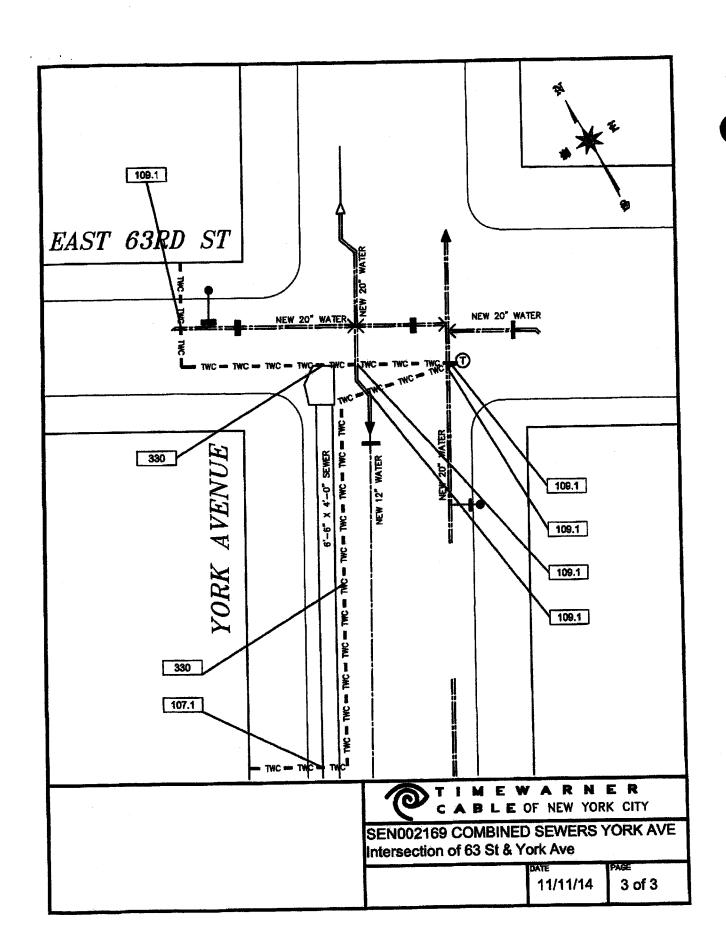


# **SKETCHES**

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PROJECT ID: SEN002169

END OF ADDENDUM No.5
This Addendum consists of Seventy-Nine (79) pages
And Sixteen (16) sheets of Contract Drawings

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

#### **ADDENDA CONTROL SHEET**

BID OPENING DATE: MARCH 10, 2015	
PROJECT NO.: <u>SEN002169</u>	
TITLE: CONSTRUCTION OF COMBINED SEWERS AND APPURTENANCES IN YORK AVENUE	

ADDENDA ISSUED	No. OF DRAWINGS	DATE
#1: Amendments to Standard Highway Specs.		02/24/2014
#2: Sewer and Water Main Specifications		12/09/2014
#3: Gas Cost Sharing (EP-7) Std. Specifications		12/19/2014
#4: To CET Specifications		12/19/2014
#5: Hazmat Specifications		11/21/2014
#6: Additional Amendments		02/11/2015
	N	
		:

#### ATTACH TO CONTRACT DOCUMENTS

#### THE CITY OF NEW YORK DEPARTMENT OF DESIGN AND CONSTRUCTION INFRASTRUCTURE DIVISION BUREAU OF DESIGN

PROJECT ID: SEN002169

FOR THE CONSTRUCTION OF COMBINED SEWERS AND APPURTENANCES IN: YORK AVENUE BETWEEN EAST 61ST STREET AND EAST 63RD STREET; AND EAST 62ND STREET BETWEEN YORK AVENUE AND 1ST AVENUE

#### INCLUDING SEWER, WATER MAIN, STREET LIGHTING AND TRAFFIC WORK

**Together With All Work Incidental Thereto** 

#### **BOROUGH OF MANHATTAN**

**ADDENDUM NO. 6** 

DATED: February 11, 2015

This Addendum is issued for the purpose of amending the requirements of the Contract Documents and is hereby made part of said Contract Documents to the same extent as if it was originally included therein.

- (1) Refer to the Bid and Contract Documents, VOLUME 1 OF 3, BID SCHEDULE, pages B-3 to B-36:
  - **Delete** all pages in their entirety;
  - Substitute attached revised pages B-3 (REVISION #1) to B-36 (REVISION #1).
- (2) Refer to the Bid and Contract Documents, VOLUME 1 OF 3, Page A-1, Attachment 1 Bid Information;
  - <u>Change</u> the dates shown for <u>Submission of Bids To:</u> and for <u>Bid Opening:</u> from "February 24, 2015 to read "March 10, 2015."
- (3) Refer to the Bid and Contract Documents, VOLUME 1 OF 3, Page 13, Schedule B MWBE; Change the dates shown for Bid/Proposal Response Date: from "February 24, 2015" to read "March 10, 2015."
- (4) Refer to the Bid and Contract Documents, VOLUME 3 OF 3, SCHEDULE A, page SA-4, Date for Substantial Completion;
  - Change the Base Contract Duration from a quantity of "365" to read "545".

By signing in the space provided below, the bidder acknowledges receipt of the one (1) page of this Addendum plus thirty-four (34) pages of attachments.

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

GURDIP SAINI, P.E. Assistant Commissioner/Design

G. Sann

,	Name of Bidder	
Bv:		



CONTRACT PIN: 8502014SE0042C PROJECT ID: SEN002169

#### **BID SCHEDULE**

- NOTE: (1) The Agency may reject a bid if it contains unbalanced bid prices. An unbalanced bid is considered to be for the performance of the items in question. proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs, anticipated one containing lump sum or unit items which do not reflect reasonable actual costs plus a reasonable
- (2) The following bid prices on Unit Price Contracts are to be paid for the actual quantities of the item numbers appliances of every description necessary to complete the entire work, as specified, and the removal of all in the completed work or structure, and they cover the cost of all work, labor, material, tools, plant and 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.
- Prospective bidders must examine the Bid Schedule carefully and, before bidding, must advise the them. The pages of this Bid Schedule are numbered consecutively, as follows: Commissioner, in writing, if any pages are missing, and must request that such missing pages be furnished B-3 [REVISION # 1] Through B-36 [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 ON PAGE C-4 OF THIS BID BOOKLET.

PROJECT ID: SEN002169

**CONTRACT PIN: 8502014SE0042C** 

	ĽF.	150.00	4.09 AF	006
	Ę,	250.00	4.07 CD  NEW STRAIGHT GRANITE CURB, DEPRESSED AND TRANSITION	005
	C.Y.	50.00	4.05 AX HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT (BUS STOPS)	004
	C.Y.	450.00	4.04 H CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	003
	TONS	365.00	4.02 CA BINDER MIXTURE	002
	s.×	4,500.00	4.02 AF-R ASPHALTIC CONCRETE WEARING COURSE, 2" THICK	001
UNIT-PRICE EXTENDED AMOUNT  (IN FIGURES) (IN FIGURES)  DOLLARS CTS  DOLLARS CTS	COL.4	COL3 ENGINEERS ESTIMATE OF:QUANTITY	COL. 2  ITEM NUMBER and DESCRIPTION	COL 1 SEQ. NO

PROJECT ID: SEN002169
CONTRACT PIN: 8502014SE0042C

SEQ NO	COL 2  ITEM-NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL.	COLS  UNIT PRICE EXTENDED AMOUNT  (IN FIGURES) (IN FIGURES)  ORDINARS CITS  DOLLARS
007	4.09 CD CORNER STEEL FACED CONCRETE CURB (18" DEEP)	300.00	Ä	
008	4.13 AAS 4" CONCRETE SIDEWALK (UNPIGMENTED)	3,200.00	S.F.	
009	4.13 BAS 7" CONCRETE SIDEWALK (UNPIGMENTED)	2,000.00	<u>ଓ</u> .୮	
010	4.13 DE EMBEDDED PREFORMED DETECTABLE WARNING UNITS	160.00	S.F.	
011	4.18 A  MAINTENANCE TREE PRUNING (UNDER 12" CAL.)	20.00	EACH	
012	4.18 B  MAINTENANCE TREE PRUNING (12" TO UNDER 18" CAL.)	2.00	EACH	

2/11/2015 12:00 AM

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

PROJECT ID: SEN002169

CONTRACT PIN: 8502014SE0042C

COL.1 SEQ.NO	COL.2  ITEM NUMBER and DESCRIPTION	COL3 ENGINEER'S ESTIMATE OF QUANTITY	COL.4.	COL 5 UNIT PRICE (INFIGURES)  DOLLARS COTS	COL.6 EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS
013	4.18 C	3.00	EACH		
	MAINTENANCE TREE PRUNING (18" TO UNDER 24" CAL.)				
014	4.21 TREE CONSULTANT	200.00	P/HR		
015	50.11CS060040 6'-0"W X 4'-0"H SINGLE BARREL FLAT TOP REINFORCED CONCRETE COMBINED SEWER	275.00	L.F.		
016	50.11MS066040 6'-6"W X 4'-0"H SINGLE BARREL FLAT TOP REINFORCED CONCRETE STORM SEWER	225.00	L.F.		
017	50.21C3C042D 42" R.C.P. CLASS III COMBINED SEWER, ON CONCRETE CRADLE	100.00	L.F.		
018	50.41C6C42 42" D.I.P. CLASS 56 COMBINED SEWER, ON CONCRETE CRADLE	55.00	Ę,		

PROJECT ID: SEN002169

### CONTRACT PIN: 8502014SE0042C

024	023	022	021	020	019	SEQ. NO
<b>51.41S001</b> STANDARD CATCH BASIN, TYPE 1	51.21S0C1042R STANDARD MANHOLE TYPE C-1 ON 42" R.C.P. SEWER	<b>51.21A000000C</b> ACCESS MANHOLE	51.11P006 STANDARD 6'-0" DIAMETER PRECAST MANHOLE	51.11C002 CHAMBER NO. 2	1 1	O FREM NUMBER and DESCRIPTION.
9.00	1.00	3.00	1.00	1.00	1.00	ENGINEER'S ENGINEER'S
EACH	EACH	EACH	EACH	EACH	EACH	
					DOLLARS CIS	COL 5. COL 6 UNIT PRICE EXTENDED AMOUNT (IN FIGURES)

PROJECT ID: SEN002169

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SEO NO	COL.2; ITEM:NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY 8.00	
025	51.42S1SO INCREMENTAL COST OF STANDARD CATCH BASIN TYPE 3 WITH CURB PIECE IN LIEU OF STANDARD CATCH BASIN TYPE 1	8.00	
026	51.71C00000 MODIFICATION OF EXISTING CHAMBER	1.00	
027	52.11D12 12" DUCTILE IRON PIPE BASIN CONNECTION	200.00	
028	<b>52.41C06R</b> 6" C.I.S.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	20.00	
029	<b>52.41C08R</b> 8" C.I.S.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	20.00	. –
030	<b>52.41D06R</b> 6" D.I.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	20.00	

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SEQ. NO	FIEM NUMBER and DESCRIPTION	ENGINEERS ESTIMATE OF QUANTITIV	PINT COLLA	
031	52.41D08R 8" D.I.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	40.00	LF.	DOLLARS
032	52.41D10N  NEW 10" D.I.P. HOUSE CONNECTION DRAIN ON STONE BEDDING	20.00	ĽF.	
	Unit price bid shall not be greater than: \$ 95.00			
033	52.41V06R 6" E.S.V.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	20.00	<u>,</u>	
034	52.41V08R  8" E.S.V.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	20.00		
035	52.41V10R  10" E.S.V.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	20.00	ĽF.	
036	53.11DR TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS	660.00	ŗ.	

PROJECT ID: SEN002169
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			LIGHTED TIMBER BARRICADES	;
	L.F.	300.00	6.28 AA	042
			TIMBER CURB	
	Ë	950.00	6.26	041
	<u>.</u>		TEMPORARY SIGNS	040
	ν Π	U0 525	R DE DO	
			INCREMENTAL COST FOR USING SPECIAL CARE WORK METHODS NEAR (FROM 3 FEET TO 50 FEET) TRANSIT FACILITIES	
	C.Y.	100.00	6.02 XSCW	039
			INCREMENTAL COST FOR MODIFYING WORK METHODS NEAR (WITHIN 3 FEET OF) TRANSIT FACILITIES AND BUILDING VAULTS	
	C.Y.	100.00	6.02 XHEC	038
			UNCLASSIFIED EXCAVATION	
	C.Y.	550.00	6.02 AAN	037
CIS	UNIT	OF QUANTITIES	ITEM NUMBER and DESCRIPTION.	SEQ. NO
IN FIGURES IN FIGURES		ENGINEERS		*
	COL 4	COL.3.	COL.2	COL 1

#### B - 11 [REVISION # 1]

047	046	045	044	043	COL.1
6.53 REMOVE EXISTING LANE MARKINGS (4" WIDE)	6.52 CG CROSSING GUARD	6.49 TEMPORARY PAVEMENT MARKINGS (4" WIDE)	6.44 THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	6.40 C ENGINEER'S FIELD OFFICE (TYPE C)	COL. 2  TEM NUMBER and DESCRIPTION
1,000.00	4,000.00	1,500.00	9,000.00	24.00	COL3 ENGINEERS ESTIMALE OF QUANTITY
<u>.</u> .	P/HR	LF.	LF.	HTNOM	oot 4
					COL 5 UNIT PRICE EXTENDED AMOUNT (IN FIGURES) DOLLARS CIS DOLLARS CTS

### **BID SCHEDULE FORM**

CONTRACT PIN: 8502014SE0042C

PROJECT ID: SEN002169

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

2/11/2015 12:00 AM

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			L.F.	200.00	60.11R606 FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	052
			LF.	790.00	60.11R520 FURNISHING AND DELIVERING 20-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)	051
			EACH	300.00	6.87 PLASTIC BARRELS	050
1,784,166	90	1,784,166	Fo.	1.00	6.85 A  TRAFFIC ENFORCEMENT AGENTS  PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 1,784,165.90	049
3,000 00	00	3,000 00	F.S.	1.00	6.84 B  LOLLIPOP TYPE BUS STOP SIGNS  PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 3,000.00	048
DOLLARS	CIS	DOLLARS	UNIT	OF QUANTITY	ITEM NUMBER and DESCRIPTION	SEQ. NO
COL 6 EXTENDED AMOUNT (IN FIGURES)		COL 5 VINT-PRICE (IN FIGURES)	COL 4	ENGINEER'S ESTIMATE		CUL:
**************************************	Section of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the 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the Control of the Control of the Control of the Control of the Control of the Contro	The trade of the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second 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second second second second second second second second second second second second second second second second second second second	A CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE CONTRACTOR OF THE 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PROJECT ID: SEN002169

CONTRACT PIN: 8502014SE0042C

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058	057	056	055	054	053	SEQ.NO
60.18BJC20EL FURNISHING, DELIVERING AND INSTALLING BELL JOINT CLAMPS, COMPLETE FOR 20-INCH PIPE AND LESS	60.13M0A24  FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24-INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	60.12D20 LAYING 20-INCH DUCTILE IRON PIPE AND FITTINGS	60.12D12  LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	60.12D06  LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	60.11R612 FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	JIEM NUMBER and DESCRIPTION
10.00	12.00	885.00	1,000.00	225.00	825.00	COL3 ENGINEERS ESTIMATE OF QUANTITY
EACH	TONS	LF.	L.F.	LF.	Ę	COE.4
						COL.5  UNITARICE EXTENDED AMOUNT  (IN FIGURES)  DOLLARS CTS  DOLLARS CTS

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	EACH	2.00	61.11TWC04  FURNISHING AND DELIVERING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	063
	EACH	1.00	61.11TWC03 FURNISHING AND DELIVERING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	062
	EACH	5.00	61.11DMM20 FURNISHING AND DELIVERING 20-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	061
	EACH	13.00	61.11DMM12 FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	060
	EACH	9.00	61.11DMM06 FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	059
COL 5  UNIT PRICE  (IN FIGURES)  CIS DOLLARS  CIS DOLLARS  CIS	ÇOL.	COL 32-14 ENGINEER'S ESTIMATE OF QUANTITY	COL 2  (ITEN NUMBER and DESCRIPTION	COL:1 SEQ. NO

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069	068	067	066	065	064	SEQ NO
						8
61.12DFM20 SETTING 20-INCH FLANGED-MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLAND	61.12DFM12 SETTING 12-INCH FLANGED-MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLAND	61.12DFM06 SETTING 6-INCH FLANGED-MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLAND	61.11TWC12 FURNISHING AND DELIVERING 12-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	61.11TWC08 FURNISHING AND DELIVERING 8-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	61.11TWC06 FURNISHING AND DELIVERING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	TEM NUMBER and DESCRIPTION
5.00	13.00	9.00	1.00	2.00	6.00	ENGINEER'S ESTRIATE OF QUANTITY
EACH	EACH	EACH	EACH	EACH	EACH	ONIT COLL
						COL 5 UNITARICE: (IN FIGURES): DOLLARS CTS
						COL-6 EXTENDED AMOUNT (INLEIGURES) DOLLARS : CTS

#### **BID SCHEDULE FORM**

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

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<u>8</u>	COL 2	COL 3 ENGINEERS ESTIMATE	<u>COL.4</u>		200
SEQ. NO	TEM NUMBER and DESCRIPTION	OF QUANTITIES!	UNIT	CIS DOLLARS	S CIS
070	61.12TWC03  SETTING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH		
071	61.12TWC04 SETTING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	2.00	EACH		
072	61.12TWC06 SETTING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	6.00	EACH		
073	61.12TWC08 SETTING 8-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	2.00	EACH		
074	61.12TWC12 SETTING 12-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH		
075	62.11SD FURNISHING AND DELIVERING HYDRANTS	9.00	EACH		

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		T	T			
081	080	079	078	077	076	SEQ. NO
64.11ST WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS	64.11EL WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2-INCH OR LARGER SCREW TAPS	63.11VC FURNISHING AND DELIVERING VARIOUS CASTINGS	62.14FS FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	62.13RH REMOVING HYDRANTS	62.12SG SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	NEM NUMBER and DESCRIPTION
2.00	7.00	11.00	18.00	7.00	9.00	COL 3 ENGINEER'S ESTIMATE OF QUANTITIV
EACH	EACH	TONS	EACH	EACH	EACH	18 18 14
						N. S.
					Ç.	1

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CONTRACT PIN: 8502014SE0042C

087	086	085	084	083	082	COL 1
64.13WC20 FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 20-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	64.13WC12 FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 12-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	64.12ESLT EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	64.12ESEG EXTENDING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	64.12COLT CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	64.12COEG  CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	COL 2  ITEM:NUMBER and DESCRIPTION
5.00	5.00	50.00	100.00	50.00	100.00	COL 3. ENGINEER'S ESTIMATE OF QUANTITY
EACH	EACH	Ľ.	<u>.</u>	<u>~</u>	Ë	ONIT VIOS
						COL 5 UNIT PRICE EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS DOLLARS CTS

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CONTRACT PIN: 8502014SE0042C

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2/11/2015 12:00 AM

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

PROJECT ID: SEN002169

**CONTRACT PIN: 8502014SE0042C** 

65 60 15	COL 2	COL3 ENGINEERS ESTIMATE OF QUANTITY	CNI (8)	COL 5 COL 6 CUNTI PRICE: EXTENDED AMOUNT (IN FIGURES) COLLARS COL 6 COLLARS COL 6 COLLARS COL 6 COLLARS COL 6 COLLARS COL 6 COLLARS COL 6 COLLARS COL 6 COLLARS COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 COL 6 CO	CIS
094	7.36	1,200.00	L.F.		
	PEDESTRIAN STEEL BARRICADES				
095	7.88 AA	1.00	L.S.		
	RODENT INFESTATION SURVEY AND MONITORING  Unit price bid shall not be less than: \$5,000.00				
096	7.88 AB	350.00	EACH		
	Unit price bid shall not be less than: \$ 60.00				
097	7.88 AC BAITING OF RODENT BAIT STATIONS	350.00	EACH		
098	7.88 AD	70.00	BLOCK		
	WATERBUG BAIT APPLICATIONS  Unit price bid shall not be less than: \$ 65.00				
099	70.21DK DECKING	1,200.00	S.Y.		

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105	Ş	2	103		102		101		100	SEQ. NO
70.91SW12 FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS	CLEAN BACKFILL  Unit price bid shall not be less than: \$ 15.00	Unit price bid shall not be less than: \$15,00	70.71SB STONE BALLAST		70.61RE ROCK EXCAVATION	Unit price bid shall not be less than: \$ 75.00	70.51EO  EXCAVATION OF BOULDERS IN OPEN CUT	Unit price bid shall not be less than: \$ 2.00	70.31FN FENCING	ITEN NUMBER and DESCRIPTION
985.00	955.00	·	120.00		25.00		35.00		6,000.00	ENGINATES OF QUANTITY
Ø.F.	с. <b>ү</b> .		C.Y.		C.Y.		C.Y.		ĽF.	
									HOLLARS	Ŋ
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=	10	101	103	106	COL 1 SEQ.NO
					Salar Salar Salar Salar Salar Salar Salar Salar Salar Salar Salar Salar Salar Salar Salar Salar Salar Salar Sa
73.31AE0  NDDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS)  Jepths   \$ 20.00	'3.21AC  DDITIONAL CONCRETE  Init price bid shall not be less than: \$ 62.50	3.11AB DDITIONAL BRICK MASONRY nit price bid shall not be less than: \$ 62.50	2.11HF YDRAULIC FILL FOR ABANDONED SEWERS AND WATER MAINS	).91SW20 JRNISHING AND PLACING SHEETING AND BRACING IN TRENCH JR WATER MAIN PIPE 20-INCH IN DIAMETER	COL 2 ITEM NUMBER and DESCRIPTION
120.00	60.00	50.00	100.00	9,796.00	ENGINEERIS ESTIMATE OFQUANTITY
C.Y.	C.Y.	C.Y.	C.Y.		COL4
					COLS  JINIT PRICE  (IN FIGURES)  DOULARS  CTS
		-			COL. 6 EXTENDED AMOUNT (IN FIGURES)  BOLLARS CTS
		73.21AC  ADDITIONAL CONCRETE  Unit price bid shall not be less than: \$62.50  73.31AE0  ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS) Unit price bid shall not be less than: \$20.00	73.11AB  ADDITIONAL BRICK MASONRY  Unit price bid shall not be less than: \$62.50  73.21AC  ADDITIONAL CONCRETE  Unit price bid shall not be less than: \$62.50  73.31AE0  ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS) Unit price bid shall not be less than: \$20.00	72.11HF HYDRAULIC FILL FOR ABANDONED SEWERS AND WATER MAINS HYDRAULIC FILL FOR ABANDONED SEWERS AND WATER MAINS  73.11AB ADDITIONAL BRICK MASONRY Unit price bid shall not be less than: \$ 62.50  73.21AC ADDITIONAL CONCRETE Unit price bid shall not be less than: \$ 62.50  73.31AEO ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS) Unit price bid shall not be less than: \$ 20.00	70.91SW20 FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 20-INCH IN DIAMETER  72.11HF HYDRAULIC FILL FOR ABANDONED SEWERS AND WATER MAINS HYDRAULIC FILL FOR ABANDONED SEWERS AND WATER MAINS  73.11AB ADDITIONAL BRICK MASONRY Unit price bid shall not be less than: \$62.50  73.21AC ADDITIONAL CONCRETE Unit price bid shall not be less than: \$62.50  73.31AE0 ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS) Unit price bid shall not be less than: \$20.00

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117	116	115	114	113	112	SEQ. NO
8.01 W1 REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER	8.01 S HEALTH AND SAFETY	<b>8.01 H</b> HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL	8.01 C2  SAMPLING AND TESTING OF CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PURPOSES	8.01 C1 HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL	73.51AS  ADDITIONAL STEEL REINFORCING BARS  Unit price bid shall not be less than: \$ 1.00	FILEM NUMBER and DESCRIPTION
130.00	1.00	100.00	5.00	2,500.00	2,000.00	COL 3 ENGINEERS ESTIMATE OF QUANTITY
DAY	L.S.	TONS	SETS	TONS	LBS.	FOL 4
						COL.5  COL.6  UNIT PRICE  (IN EIGURES)  (IN FIGURES)  COL.6  EXTENDED AMOUNT  (IN FIGURES)

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122	121	120	119	118	COL 1
9.04 HW ALLOWANCE FOR ANTI-FREEZE ADDITIVE IN CONCRETE PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 50,000.00	8.08 VARIABLE MESSAGE BOARD	8.02 B SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	8.02 A SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	8.01 W2 SAMPLING AND TESTING OF WATER	COL.2  ITEM NUMBER and DESCRIPTION
1.00	6.00	500.00	1,000.00	4.00	OF QUANTITY ENGINEER'S OF COLUMNITY
F.S.	EACH	Ļ	Ŋ IT.	SETS	JIMN F TOS
50,000 00					COL. 5  JUNIT PRICE  (IN FIGURES)  DOLLARS  CTS
50,000 00					COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
8					CIS

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		T					
	128	127	126	125	124	123	SEQ NO
	SL-26.01.01 FURNISH AND INSTALL, OR FURNISH AND REPLACE A PLUG-IN SOLID STATE PHOTOELECTRIC CONTROL	SL-22.03.18  FURNISH AND INSTALL TYPE COBRA HEAD LUMINAIRE WITH 150 WATT HPS WITH SOLID STATE BALLAST AND STRAY VOLTAGE INDICATOR FOR 100 VOLT LAMP.	SL-21.09.05  REMOVE FABRICATED STEEL, ALUMINUM NO. 10, ETC. LAMPPOST, WITH ARM(S), LUMINAIRE(S), ETC., WITH ALL ATTACHMENTS, IF ANY.	SL-21.03.02 FURNISH AND INSTALL TYPE 2S, 4S, 6S, 8S OR 12S LAMPPOST WITH TRANSFORMER BASE	SL-20.02.02  FURNISH AND INSTALL STANDARD TYPE ANCHOR BOLT FOUNDATION, AS PER DRAWING E-3788	9.99 FLASHING ARROW BOARD	ITEM NUMBER and DESCRIPTION
	8.00	8.00	8.00	8.00	8.00	4.00	COL3 F
-	EACH	EACH	EACH	EACH	EACH		COL A
						Sulpho DOLLARS	S)
						SIO	: 6

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CONTRACT PIN: 8502014SE0042C

$\overline{}$		ا بـ	131	130	SEQ. NO 129	coĽ1
134	133	132				
T-1.18 REMOVE TYPE "A", "B", "S" OR "T" SERIES FOUNDATION	T-1.1 INSTALL TYPE "S" OR "T" FOUNDATION	<b>SL-33.02.02</b> FURNISH AND INSTALL NO. 6 AWG XLP COPPER CABLE OR EQUAL FOR OVERHEAD INSTALLATION	<b>SL-31.01.06</b> PAINT A STANDARD STREET LIGHT LAMPPOST WITH INSULATED "SUPERHTHANE" PAINT APR. 7' HIGH.	SL-29.01.01 FURNISH, INSTALL, MAINTAIN AND REMOVE EQUIPMENT FOR TEMPORARY LIGHTING (PYLON), AS PER DRAWINGS F-5005 AND F-5005A	FIEM.NUMBER and DESCRIPTION SL-26.06.02 FURNISH AND INSTALL LED FIRE ALARM LUMINAIRES.	COL. Z
1.00	1.00	1,500.00	8.00	8.00	OF QUANTITY 2.00	COL.3 ENGINEER'S
EACH	EACH	Ë	EACH	EACH	EACH	COL 4
					DOLLARS	COL 6 DECE EXTENDED AMOUNT RES.) (IN FIGURES)
				·	<u>G</u>	9

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1.00 EACH  1.00 EACH  1.00 EACH  1.00 EACH  1.00 EACH	SEQ. NO	COL 2  TEN NUMBER and DESCRIPTION	COL3 ENGINEERS ESTIMATE OF GUANTITY	COL 4	GOLS UNITARICE (INTIGURES) DOLLMRS CTS
T-1.29  RAISE OR LOWER FOUNDATION TO GRADE  T-1.3  INSTALL TYPE "M2-SS" FOUNDATION  INSTALL TYPE "S-1" OR "T-1" SERIES POST  T-2.16  FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH SIGNALS  T-2.22  REMOVE TYPE "S-1" OR "T-1" SERIES POST  1.00  1.00				EACH	
T-1.29  RAISE OR LOWER FOUNDATION TO GRADE  T-1.3  INSTALL TYPE "M2-5S" FOUNDATION  1.00  INSTALL TYPE "S-1" OR "T-1" SERIES POST  T-2.16  FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH SIGNALS  T-2.22  REMOVE TYPE "S-1" OR "T-1" SERIES POST  1.00  1.00		REMOVE TYPE "M" SERIES FOUNDATION			
T-1.3 INSTALL TYPE "M2-5S" FOUNDATION  T-2.1 INSTALL TYPE "S-1" OR "T-1" SERIES POST  T-2.16 FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH SIGNALS  T-2.22 REMOVE TYPE "S-1" OR "T-1" SERIES POST  1.00		T-1.29	1.00	EACH	
T-2.1 T-2.1  T-2.16 FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH SIGNALS  T-2.22 REMOVE TYPE "S-1" OR "T-1" SERIES POST  1.00  1.00  1.00		RAISE OR LOWER FOUNDATION TO GRADE			
INSTALL TYPE "M2-5S" FOUNDATION  T-2.1  INSTALL TYPE "S-1" OR "T-1" SERIES POST  T-2.16  FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH SIGNALS  T-2.22  T-2.22  1.00  REMOVE TYPE "S-1" OR "T-1" SERIES POST		T-1.3	1.00	EACH	
T-2.16 FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH SIGNALS  T-2.22 REMOVE TYPE "S-1" OR "T-1" SERIES POST  1.00  1.00		INSTALL TYPE "M2-5S" FOUNDATION			
T-2.16  FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH SIGNALS  T-2.22  REMOVE TYPE "S-1" OR "T-1" SERIES POST  1.00		T-2.1 INSTALL TYPE "S-1" OR "T-1" SERIES POST	1.00	EACH	
FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH SIGNALS  T-2.22  REMOVE TYPE "S-1" OR "T-1" SERIES POST		T 3 1 2			
T-2.22 1.00 REMOVE TYPE "S-1" OR "T-1" SERIES POST		FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH SIGNALS	1.00	EACH	
		T-2.22 REMOVE TYPE "S-1" OR "T-1" SERIES POST	1.00	EACH	

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

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COL 1	COL 2  THEM NUMBER and DESCRIPTION	COL:3 ENGINEERS ESTIMATE OF QUANTITY	UNIT COPLA
141	T-2.24	1.00	
	REMOVE TYPE "M" SERIES POST		
142	T-2.28 REMOVE MAST ARM FROM ANY POST	1.00	_
143	T-2.4 INSTALL TYPE "M-2" POST	1.00	ŏ
144	T-20020 a) FURNISH 3/4" ANCHOR BOLT ASSEMBLIES FOR S-1 (EACH) (3 REQUIRED PER POST)	3.00	8
145	T-20220 c) FURNISH 1-1/4" ANCHOR BOLT ASSEMBLIES FOR M-2 (EACH) (4 REQUIRED PER POST)	4.	4.00
146	T-3.1 INSTALL "ONE-WAY" SIGNAL UNIT ON MAST ARM OR TOP OF TRAFFIC POST	4.	4.00

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152	151	150	149	148	147	COL1
T-31225 c) "3MS"	T-31210 h) "HUB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	T-3.6 INSTALL PEDESTRIAN SIGNAL ON ANY TYPE POST	T-3.40 FURNISH AND INSTALL AUDIBLE PEDESTRIAN SIGNALS UNIT	T-3.21  REMOVE PEDESTRIAN SIGNAL OR SIGN UNIT OR OTHER ILLUMINATED SIGNS FROM ANY POST	T-3.18 REMOVE SIGNAL HEAD FROM ANY TYPE POST	COL 2 TEM NUMBER and DESCRIPTION
1.00	2.00	4.00	1.00	5.00	2.00	COL 3 ENGINEERS ESSIMATE OF QUANTITY
EACH	EACH	EACH	EACH	EACH	EACH	COLA
						UNIT PRICE EXTENDED AMOUNT (IN FIGURES)  BOLLARS CIS BOLLARS CIS

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# NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION

PROJECT ID: SEN002169
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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

COL 1 SEQ NO	COL.2  ITEM NUMBER and DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL.4: UNIT	COL 5 UNIT PRICE: 1 (INFIGURES) DOLLARS :: CIS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS : CTS
153	T-31340 f) "VB-P" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	1.00	EACH		
154	T-31351 g) "VB-2P" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	1.00	EACH		
155	T-5.1 FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN UNPAVED ROADWAY	100.00	L.F.		
156	T-5.2 FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN PAVED ROADWAY	250.00	LF.		
157	T-5.32 RESTORING PERMANENT ROADWAY (INCLUDING SAWCUT)	250.00	LF.	9	
158	T-6.1 INSTALL CABLE (INCLUDES OVERHEAD)	300.00	L.F.		

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SEC NO	COL 2  FEM NUMBER and DESCRIPTION	COL 3 ENGINEERS ESTMATE ESTMATE	ÇOL.4	COL.6  EXTENDED AMOUNT (ES)  (IN FIGURES)
159	T-6.10 REMOVE CABLE (INCLUDES OVERHEAD)	1,300.00	L.F.	CIS
160	T-6.2 INSTALL MULTIPLE CABLE (INCLUDES OVERHEAD)	1,300.00	L.F.	
161	<b>T-60000B</b> FURNISH 2 c # 10B (SEE SPEC) (BREAKDOWN = 2#10 WITH 3RD WIRE FOR GROUNDING).	1,300.00	. <del>.</del> .	
162	<b>T-60040</b> c) 7 CONDUCTOR, 14 A.W.G.	700.00	Ë	
163	<b>T-60190</b> e) 13 CONDUCTOR, 14 A.W.G.	1,300.00	Ę.	
164	<b>T-60200</b> FURNISH AND INSTALL AUDIBLE PEDESTRIAN SIGNALS CABLE	100.00	Ę	

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

PROJECT ID: SEN002169
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4.00 EACH
2.00 EACH
1.00 EACH
1.00 EACH
1.00 EACH
1.00 EACH
COL 3 ENGINEERS ESTIMATE OF QUANTITY UNIT

#### B - 33 [REVISION # 1]

EACH
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#### **BID SCHEDULE FORM**

PROJECT ID: SEN002169
CONTRACT PIN: 8502014SE0042C

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

PROJECT ID: SEN002169
CONTRACT PIN: 8502014SE0042C

			Unit price bid shall not be less than: \$ 100.00	
	C.Y.	120.00	UTL-6.07 TEST PITS FOR GAS FACILITIES (S6.07)	182
	C.Y.	320.00	UTL-6.06A  SPECIAL CARE EXCAVATION AND BACKFILLING FOR TRANSMISSION MAINS (TRANSMISSION MAIN IS DESCRIBED AS ANY GAS MAIN WITH A MAOP GREATER THAN 124-PSIG) (S6.06A)  Unit price bid shall not be less than: \$ 230.00	181
	C.Y.	240.00	UTL-6.06  SPECIAL CARE EXCAVATION AND BACKFILLING (S6.06)  Unit price bid shall not be less than: \$ 180.00	180
	EACH	20.00	UTL-6.05  ADJUST HARDWARE TO GRADE BY RESETTING. (ROAD RECONSTRUCTION.) (S6.05)  Unit price bid shall not be less than: \$65.00	179
2	EACH	10.00	UTL-6.04  ADJUST HARDWARE TO GRADE USING SPACER RINGS/ADAPTORS. (STREET REPAVING.) (S6.04)  Unit price bid shall not be less than: \$ 35.00	178
	Ë	300.00	UTL-6.03.1A  REMOVAL OF ABANDONED GAS FACILITIES WITH POSSIBLE COAL TAR WRAP. ALL SIZES. (S6.03)  Unit price bid shall not be less than: \$ 25.00	177
UNIT PRIGE: EXTENDED AMOUNT: (IN FIGURES)  DOLLARS CTS DOLLARS	UNII	ENGINEER'S OF QUANTITY	ITEM NUMBER and DESCRIPTION	SEQ. NO
	COL #	COL 3		COL 1

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

PROJECT ID: SEN002169

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### BID SCHEDULE FORM

00	80,000 00	00	80,000 00	Ġ		GAS INTERFERENCES AND ACCOMMODATIONS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 80,000.00	
				П	1 00	UTL-GCS-2WS	185
						TRENCH EXCAVATION AND BACKFILL FOR GAS MAINS AND SERVICES. GAS INSTALLED BY OTHERS.  Unit price bid shall not be less than: \$ 190.00	
				C.Y.	1,420.00	UTL-6.09	184
						PIER AND/OR PLATE METHOD OF PROTECTION FOR DUCTILE IRON WATER MAIN WITH LESS THAN 24" COVER (S6.08A)  Unit price bid shall not be less than: \$5,800.00	
				EACH	2.00	UTL-6.08A	183
CIS	COL 8 EXTENDED AMOUNT (IN FIGURES) DOLLARS	) Jests	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS CES	COL 4	ENGINEERS ESTIMATE OF QUANTITY	STEM NUMBER and DESCRIPTION	SEQ.NO
							2

SUB-TOTAL: \$_

· · · · · ·	••••			BID PRICE OF MOBILIZATION SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.	
				MOBILIZATION	
		L.S.	1.00	6.39 A	186

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### BID SCHEDULE FORM

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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 ON PAGE C-4 OF THIS BID BOOKLET.



#### INFRASTRUCTURE DIVISION BUREAU OF DESIGN

#### **VOLUME 3 OF 3**

PROJECT ID: SEN002169

FOR THE CONSTRUCTION OF COMBINED SEWERS AND APPURTENANCES IN: YORK AVENUE BETWEEN EAST 61ST STREET AND EAST 63RD STREET; AND EAST 62ND STREET BETWEEN YORK AVENUE AND 1ST AVENUE

INCLUDING SEWER, WATER MAIN, STREET LIGHTING AND TRAFFIC WORK

Together With All Work Incidental Thereto
BOROUGH OF MANHATTAN
CITY OF NEW YORK

		Contractor
Dated	·	