# NOTICE TO BIDDERS -
# NEW BID SUBMISSION PROCEDURES DUE TO COVID-19

The bid submission and opening procedures for this contract will follow the procedures set forth below.

## THE BIDDER MUST CAREFULLY READ THE DATES AND TIMES IN THE PROCUREMENT DOCUMENTS, AS THEY NOW DIFFER FROM PREVIOUS DDC PROJECTS.

**Bid Submission Procedures**

1. The representative delivering the bid must maintain required social distancing measures – keep at least 6 feet away from others, and a mask or face covering must be worn.
2. The representative delivering the bid must comply with the Covid daily health screening required to enter the DDC office building at 3030 Thomson Ave. The time required to complete this screening must be accounted for in order to submit the bid on time.

   **As such, please allow sufficient time for these procedures when arriving to deliver the bid so that the bid may be submitted on time.**

   The screening requirements are as follows:

   Any guest visiting DDC will be required to follow the same health and safety measures as DDC staff, which includes wearing a mask and completing the daily Health Screening.

   Upon your arrival to 3030 Thomson Ave, please complete the health screen at the kiosk located by the left hand side of the security desk upon your entry. You will need to provide your name, email address and answer a few questions. Once you complete the health screening, you will need to receive a Green Readiness Score to enter our offices. Should you receive a Red Readiness Score, you will not be allowed to enter our offices. These steps are in place to ensure all precautionary safety measures are followed while in the office, as the health and safety of staff and visitors is our number one priority.

   The screeners will direct you towards the DDC ACCO CSB staff on the opposite side of the security desk, who will receive your bid package. When exiting the lobby, you will exit on the other side of the security desk (in a circular flow).

   If there are issues dropping off the bid, the bidder should email CSB_ProjectInquiries@ddc.nyc.gov for additional instructions.
3. All bids must be delivered by hand within the time shown in the procurement documents. No bids will be accepted by mail or parcel service (USPS, FedEx, UPS, DHL, etc.).

4. Bid submissions must be in a single, sealed envelope and clearly labeled on the outside with the following:
    a. Project ID
    b. Project Name
    c. e-PIN no.
    d. Name of Contractor
    e. Contact person
    f. Email address
    g. Phone number
5. Bid submissions must not contain any staples or paper clips.
6. The ACCO staff will provide a time stamp sticker to be applied to the bid envelope. The person dropping off the bid will be provided an opportunity to take a picture of the time stamped bid package as proof of drop off.
7. Please use the link indicated in the procurement documents to join the virtual bid opening.

**NO FURTHER TEXT ON THIS PAGE**

Department of Design and Construction

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

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# Introduction

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

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

Additional information on the PASSPort system can be found at the following website:
https://www1.nyc.gov/site/mocs/systems/passport-user-materials.page

# Bid Submission Requirements

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

1. Completed electronic bid submission in PASSPort;
    a. All required fields in PASSPort must be completed.
2. One-page signed Bid Submission Form delivered in person to DDC before the bid due date; and
3. Bid security, if required.
    a. If Bid security is in a form of a bid bond, bidders must include it with their electronic PASSPort submission.
    b. If Bid security is in a form of a certified check, bidders must deliver the certified check with the signed Bid Submission Form.

**BIDDERS ARE ADVISED THAT PAPER BID SUBMISSIONS WILL BE DEEMED NON-RESPONSIVE. BIDDERS MUST SUBMIT THEIR BIDS ELECTRONICALLY IN PASSPORT, PROVIDE THE BID SECURITY, AND DELIVER TO DDC THE ONE-PAGE SIGNED BID SUBMISSION FOR THE BID TO BE CONSIDERED RESPONSIVE.**

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

1. Any discrepancy between the total bid price listed on the Bid Submission Form and the bid information submitted in PASSPort.
2. Failure to upload required files or documents as part of a mandatory PASSPort Questionnaire response.
3. Uploading an incorrect file as part of a mandatory PASSPort Questionnaire response.

# Notices to Bidders

## Pre Bid Questions (PBQs)

Please be advised that PBQs should be submitted to the Agency Contact Person (CSB_projectinquiries@ddc.nyc.gov) at least five (5) business days (by 5:00 PM EST) prior to the bid opening date as indicated in the PASSPort procurement.

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

While the PASSPort system has a facility for submitting inquiries, bidders are directed to send PBQs as directed above instead of using the PASSPort inquiry system.

**Inquiries sent using the PASSPort inquiry system will not be considered PBQs.**

## NYC Contract Financing Loan Fund

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

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

# M/WBE Notice to Prospective Contractors

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

**ARTICLE I. M/WBE PROGRAM**

Section 6-129 of the Administrative Code of the City of New York ("Section 6-129") establishes the program for participation in City procurement ("M/WBE Program") by minority-owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs"), certified in accordance with Section 1304 of the New York City Charter. As stated in Section 6-129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are pursuant to Section 6-129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

**If this Contract is subject to the M/WBE Program established by Section 6-129, the specific requirements of MBE and/or WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "M/WBE Utilization Plan") and are detailed below. Contracts solicited through the Procurement and Sourcing Solutions Portal (PASSPort) will contain a Schedule B in the format outlined in the Schedule B – M/WBE Utilization Plan & PASSPort rider. The provisions of this notice will apply to contracts subject to the M/WBE Program established by Section 6-129 regardless of solicitation source.**

**The Contractor must comply with all applicable MBE and WBE requirements for this Contract.**

All provisions of Section 6-129 are hereby incorporated in the Contract by reference and all terms used herein that are not defined herein shall have the meanings given such terms in Section 6-129.

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

Article I, Part A, below, sets forth provisions related to the participation goals for construction, standard and professional services contracts.

Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE Program.

**PART A**

**PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD**

**AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS**

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

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

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

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

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

4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part 2 (see Pages1-2) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre-award waiver of the **Participation Goals** in accordance with Section 6-129 and Part A, Section 10 below.

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

(ii) **Participation Goals** on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If **Participation Goals** have been established on a Task Order, a contractor shall be required to submit a Schedule B – M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part 2 (see Pages 1-2) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. The contractor must engage in good faith efforts to meet the **Participation Goals** as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the **Participation Goals** in accordance with Section 6-129 and Part A, Section 10 below.

**C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART 2). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART 3). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.**

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

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the firms' commencement of work. A list of city-certified MBE and WBE firms may be obtained from the DSBS

website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6451, or by visiting or writing DSBS at One Liberty Plaza, New York, New York, 10006, 11th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

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

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

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

10. Pre-award waiver of **the Participation Goals**.

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

(b) To apply for a full or partial waiver of the **Participation Goals**, a bidder, proposer, or contractor, as applicable, must complete Part 3 of Schedule B **and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at MWBEModification@ddc.nyc.gov**. **Full or partial waiver requests that are received later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due may be rejected as untimely**. Bidders, proposers, or contractors, as applicable, who have submitted timely requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

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

(d) Agency may grant a full or partial waiver of the **Participation Goals** to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of

subcontracting in its **M/WBE** Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the **Participation Goals**. In making such determination, Agency may consider whether the **M/WBE** Utilization Plan is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, whether the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.

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

(i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;

(ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;

(iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;

(iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the **M/WBE** Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;

(v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;

(vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;

(vii) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;

(viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

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

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

12. If the Contractor was required to identify in its bid or proposal the MBEs and/or WBEs they intended to use in connection with the performance of the Contract or Task Order, substitutions to the identified firms may only be made with the approval of the Agency, which shall only be given when the Contractor has proposed to use a firm that would satisfy the **Participation Goals** to the same extent as the firm previously identified, unless the Agency determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts. In making such determination, the Agency shall require evidence of the efforts listed in Section 11(a) above, as applicable, along with any other relevant factors.

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

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

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

**PART B**

**MISCELLANEOUS**

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

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

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

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

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

**ARTICLE II. ENFORCEMENT**

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

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

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

(a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;

(b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;

(c) making a finding that the Contractor is in default of the Contract;

(d) terminating the Contract;

(e) declaring the Contractor to be in breach of Contract;

(f) withholding payment or reimbursement;

(g) determining not to renew the Contract;

(h) assessing actual and consequential damages;

(i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional

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

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

(k) taking any other appropriate remedy.

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

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

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

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

# Affirmation

The Bidder affirms and declares:

1. The said bidder is of lawful age and the only one interested in this bid; and no person, firm or corporation other than hereinbefore named has any interest in this bid, or in the Contract proposed to be taken.

2. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

3. No councilman or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

4. The bidder is not in arrears to the City of New York upon debt or contract or taxes, and is not a defaulter, as surety or otherwise, upon any obligation of the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except as set forth on the Affirmation included as disclosed in PASSPort.

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

6. The bidder, as an individual, or as a member, partner, director or officer of the bidder, if the same be a firm, partnership or corporation, executes this document expressly warranting and representing that should this bid be accepted by the City and the Contract awarded to him, he and his subcontractors engaged in the performance:

   (1) will comply with the provisions of Section 6-108 of the Administrative Code of the City of New York and the non-discrimination provisions of Section 220a of the New York State Labor Law, as more expressly and in detail set forth in the Agreement; (2) will comply with Section 6-109 of the Administrative Code of the City of New York in relation to minimum wages and other stipulations as more expressly and in detail set forth in the Agreement; (3) have complied with the provisions of the aforesaid laws since their respective effective dates, and (4) will post notices to be furnished by the City, setting forth the requirements of the aforesaid laws in prominent and conspicuous places in each and every plant, factory, building and structure where employees engaged in the performance of the Contract can readily view it, and will continue to keep such notices posted until the supplies, materials and equipment, or work labor and services required to be furnished or rendered by the Contractor have been finally accepted by the City. In the event of any breach or violation of the foregoing, the Contractor may be subject to damages, liquidated or otherwise, cancellation of the Contract and suspension as a

bidder for a period of three years. (The words, "the bidder", "he", "his", and "him" where used shall mean the individual bidder, firm, partnership or corporation executing this bid).

7. Compliance Report

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

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

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

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

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

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

    I hereby:

    1) acknowledge my understanding of the M/WBE participation requirements as set forth in this Contract and the pertinent provisions of Section 6-129 of the Administrative Code of the City of New York and the rules promulgated thereunder;

    2) affirm that the information supplied in support of the M/WBE Utilization Plan is true and correct;

    3) agree, if awarded this Contract, to comply with the M/WBE participation requirements of this Contract, the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract;

    4) agree and affirm that it is a material term of this Contract that the Vendor will award the total dollar value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is obtained or such goals are modified by the Agency; and

    agree and affirm, if awarded this Contract, to make all reasonable, good faith efforts to meet the M/WBE Participation Goals, or If a partial waiver is obtained or such goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms.

**BID SUBMISSION FORM**

| | |
|---|---|
| Bidder Name: | **Triumph Construction Corp.** |
| Procurement Title: | 85022B0037-SEQ002715 REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LOCATED NORTH OF 81 ST STREET AND 19 TH AVENUE, ON LAGUARDIA AIRPORT PROPERTY |
| RFx Name: | SEQ002715 REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LOCATED NORTH OF 81 ST STREET AND 19 TH AVENUE, ON LAGUARDIA AIRPORT PROPERTY |

The above-named bidder affirms and declares:

1. The bidder has completed and submitted all required information for the above procurement in the PASSPort system;
2. Any discrepancy between the bid price listed on this Bid Submission Form and the bid information submitted in PASSPort may result in the agency finding the bid non-responsive; and
3. This bid is being submitted in accordance with New York State General Municipal Law § 103.

w

Total Bid Price: (a/k/a Total Proposal Amount) $ 7,290,985.00

**Bidder Signature**

EIN (if applicable): 13-4050635
(EIN must match the EIN of the entity that submitted bid information in PASSPort)

Bidder Name: Triumph Construction Corp.

By: Carlo Cuzzi
(Name of Partner of Corporate Officer)

Signature:
(Signature of Partner of Corporate Officer)

3-02-22

CJS

# FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, Triumph Construction Corp.
1354 Seneca Avenue
Bronx, NY 10474

hereinafter referred to as the "Principal", and Liberty Mutual Insurance Company
1200 MacArthur Boulevard, 3rd floor
Mahwah, NJ 07430

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

Ten Percent of the Amount Bid

($ 10% ), Dollars lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal is about to submit (or has submitted) to the City the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for Project ID: SEQ002715

Replacement and Repair of Combined Sewer Outfall Located North of 81st Street and 19th Avenue, on LaGuardia Airport Property

Together With All Work Incidental Thereto Borough of Queens, City of New York

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the 2nd day of March, 2022.

(Seal)

Triumph Construction Corp. (L.S.)
Principal

By: _____

(Seal)

Liberty Mutual Insurance Company
Surety

By: _____
Sandra A. Pace, Attorney-in-Fact

## ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of NEW YORK County of BRONX ss:
On this 2nd day of March, 2022, before me personally came CARLO CUZZI to me known, who, being by me duly sworn, did depose and say that he/she/they resides at NEW ROCHELLE NEW YORK that he/she/they is the PRESIDENT of Triumph Construction Corp. the corporation described in and which executed the foregoing instrument; that he/she/they knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he/she/they signed his name thereto by like order.

Denise Chavier
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CH6174232
Qualified in Bronx County
Commission Expires March 14, 2024

Notary Public

## ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

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

_____

Notary Public

## ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

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

_____

Notary Public

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES

SURETY ACKNOWLEDGMENT

State of **New Jersey**

County of **Union**

On this **2nd** day of **March**, **2022**,

Before me personally came **Sandra A. Pace** to me known, who being by me duly sworn, did depose and say that he/she is an Attorney-in-Fact of

**Liberty Mutual Insurance Company** the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

CHERYL R COLEMAN
Commission # 2182370
Notary Public, State Of New Jersey
My Commission Expires
September 27, 2025

My commission expires Cheryl R. Coleman

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

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

Certificate No: 8206800-969516

# POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cheryl R. Coleman; Marc J. Michalewsky; Mary J. D'Amato; Sandra A. Pace; Thomas True; Zachary J. Rosenthal

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

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of November, 2021.

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

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of November, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

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

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

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

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

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

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

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 2nd day of March, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Liberty Mutual. SURETY

# LIBERTY MUTUAL INSURANCE COMPANY

## FINANCIAL STATEMENT — DECEMBER 31, 2020

### Assets

| | |
|---|---|
| Cash and Bank Deposits | $2,058,007,542 |
| *Bonds — U.S Government | 2,209,760,437 |
| *Other Bonds | 15,902,755,586 |
| *Stocks | 18,517,107,230 |
| Real Estate | 193,169,809 |
| Agents' Balances or Uncollected Premiums | 6,970,170,469 |
| Accrued Interest and Rents | 118,399,147 |
| Other Admitted Assets | 12,079,597,645 |
| **Total Admitted Assets** | **$58,048,967,865** |

### Liabilities

| | | |
|---|---|---|
| Unearned Premiums | | $8,448,706,991 |
| Reserve for Claims and Claims Expense | | 23,879,216,613 |
| Funds Held Under Reinsurance Treaties | | 343,068,613 |
| Reserve for Dividends to Policyholders | | 1,192,716 |
| Additional Statutory Reserve | | 77,397,000 |
| Reserve for Commissions, Taxes and Other Liabilities | | 6,279,510,804 |
| **Total** | | **$39,029,092,737** |
| Special Surplus Funds | $178,155,102 | |
| Capital Stock | 10,000,075 | |
| Paid in Surplus | 10,945,045,214 | |
| Unassigned Surplus | 7,886,674,737 | |
| **Surplus to Policyholders** | | **19,019,875,128** |
| **Total Liabilities and Surplus** | | **$58,048,967,865** |

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

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

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2020, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2021.

T A Mikolajewski

Assistant Secretary

## State of New York

## DEPARTMENT OF FINANCIAL SERVICES

**WHEREAS IT APPEARS THAT**

**Liberty Mutual Insurance Company**

**Home Office Address** Boston, Massachusetts

**Organized under the Laws of** Massachusetts

**has complied with the necessary requirements of or pursuant to law, it is hereby**

**licensed to do within this State the business of**

accident and health, fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, elevator, animal, collision, personal injury liability, property damage liability, workers' compensation and employers' liability, fidelity and surety, credit, motor vehicle and aircraft physical damage, marine and inland marine, marine protection and indemnity and motor vehicle lessee/debtor gap insurance, as specified in paragraph(s) 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21 and 26(B) of Section 1113(a) of the New York Insurance Law and also such workers' compensation insurance as may be incident to coverages contemplated under paragraphs 20 and 21 of Section 1113(a), including insurances described in the Longshoremen's and Harbor Workers' Compensation Act (Public Law No. 803, 69 Cong. as amended; 33 USC Section 901 et seq. as amended) , and as authorized by Section 4102(c), insurance of every kind or description outside of the United States and reinsurance of every kind or description to the extent permitted by certified copy of its charter document on file in this Department until July 1, 2022.

NEW YORK STATE * DEPARTMENT OF FINANCIAL SERVICES *

**In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, New York, this 1st day of July, 2021**

Linda A. Lacewell
Superintendent

By Colleen M. Draper

Colleen M. Draper
Special Deputy Superintendent

Original on Watermarked Paper

# STATE OF NEW YORK
# DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Liberty Mutual Insurance Company
of Boston, Massachusetts

a corporation organized under the laws of Massachusetts and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $19,019,875,128. (Capital $10,000,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2020, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have here-unto set my hand and affixed the official seal of this Department at the City of Albany, this 1st day of April, 2021.

Linda A. Lacewell
Superintendent

By

Colleen M. Draper
Special Deputy Superintendent

## SPECIAL EXPERIENCE REQUIREMENTS FOR THE BIDDER:

The Special Experience Requirements set forth below apply to the bidder. Compliance with such Special Experience Requirements will be determined solely by the City prior to an award of contract. Failure to comply with the Special Experience Requirements will result in rejection of the bid as non-responsive.

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

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

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

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

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

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

- ☐ The individual serving as the Restoration Specialist (Construction Monitor) must be a Registered Landscape Architect licensed by the state of New York, or must have equivalent professional experience.
- ■ The individual serving as the Erosion and Sediment Control Licensed/Certified Professional must be a Certified Professional in Erosion and Sediment Control (CPESC), certified by CPESC, Inc.

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

☐ **OTHER:** _____

_____

**SPECIAL EXPERIENCE REQUIREMENTS FOR ENTITIES PERFORMING SPECIFIC AREAS OF WORK:**

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

The Special Experience Requirements set forth below apply to the Entity that will perform the specific area of work. **Compliance with such Special Experience Requirements will be determined solely by the City after an award of contract. Within two (2) weeks of award of contract, the contractor will be required to submit the qualifications of the Entity that will perform the specific area of work.** If the bidder intends to perform such work itself, it must demonstrate compliance with the Special Experience Requirements. If the bidder intends to subcontract this work, the proposed subcontractor or sub-subcontractor must demonstrate compliance with the Special Experience Requirements. Once approved, no substitution will be permitted, unless the qualifications of the proposed replacement have been approved in writing in advance by the City.

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

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

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

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

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

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

☐ **OTHER:** _____

_____

# QUALIFICATION FORM

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

Name of Contractor: **TRIUMPH CONSTRUCTION CORP.**

Name of Project: **RECONSTRUCTION OF ASTOR PLACE - HWMP116**

Location of Project: **BOROUGH OF MANHATTAN**

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

Name: **RAFAEL RODRIGUES**

Title: **RESIDENT ENGINEER** Phone Number: **347-865-4413**

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

**WATER MAIN, SEWERS, TRAFFIC LIGHTS AND STREET LIGHTING**

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

Amount of Contract, Subcontract or Sub-subcontract: **$15,754,866.59**

Start Date and Completion Date: **2019**

**********

Name of Contractor: **TRIUMPH CONSTRUCTION CORP.**

Name of Project: **CONSTRUCTION OF RIGHT-OF-WAY GREEN INFRASTRUCTURE GCJAM-01**

Location of Project: **BOROUGH OF QUEENS**

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

Name: **NORBU TSERING**

Title: **RESIDENT ENGINEER** Phone Number: **718-391-2555**

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

**CONSTRUCTION OF RIGHT-OF-WAY GREEN INFRASTRUCTURE**

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

Amount of Contract, Subcontract or Sub-subcontract: **$9,267,820.00**

Start Date and Completion Date: **2019**

# QUALIFICATION FORM

Name of Contractor: **TRIUMPH CONSTRUCTION CORP.**

Name of Project: **RECONSTRUCTION OF COLLAPSED CATCH BASIN AND CONNECTIONS**

Location of Project: **BROOKLYN AND STATEN ISLAND**

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

Name: **SHAWN PERSUAD**

Title: **RESIDENT ENGINEER** Phone Number: **718-595-5439**

Brief description of the Project completed or the Project in progress: **SECBRK01**

**RECONSTRUCTION OF COLLAPSED CATCH BASIN AND CONNECTIONS**

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

Amount of Contract, Subcontract or Sub-subcontract: **$3,969,081.50**

Start Date and Completion Date: **2019-2020**

**********

Name of Contractor: **TRIUMPH CONSTRUCTION CORP.**

Name of Project: **GREEN INFRASTRUCTURE JAM003-006 PHASE 1**

Location of Project: **VARIOUS LOCATIONS - CITY WIDE**

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

Name: **NORBU TSERING**

Title: **RESIDENT ENGINEER** Phone Number: **718-391-2555**

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

**BIOSWALES- GREEN INFRASTRUCTURE**

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

Amount of Contract, Subcontract or Sub-subcontract: **$9,267,820.00**

Start Date and Completion Date: **2019**

# QUALIFICATION FORM

Name of Contractor: TRIUMPH CONSTRUCTION CORP.

Name of Project: QUEENS PLAZA BICYCLE AND PEDESTRIAN IMPROVEMENT PROJECT

Location of Project: BOROUGH OF QUEENS

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

Name: DAN COLANGIONE

Title: RESIDENT ENGINEER Phone Number: 212-312-3765

Brief description of the Project completed or the Project in progress: 14420002

CONCRETE, SIDEWALK, ASPHALT PAVING, LIGHTING, PAVERS, LANDSCAPING AND IRRIGATION

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

Amount of Contract, Subcontract or Sub-subcontract: $38,330,225.89

Start Date and Completion Date: 2015

**********

Name of Contractor: TRIUMPH CONSTRUCTION CORP.

Name of Project: LOW PRESSURE WATER MAIN

Location of Project: BROOKLYN NAVY YARD- BNYDC

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

Name: CARMINE STABILE

Title: PRESIDENT Phone Number: 845-642-0491

Brief description of the Project completed or the Project in progress: 835147

CONCRETE, SIDEWALK, ASPHALT PAVING, LIGHTING, PAVERS AND LANDSCAPING

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

Amount of Contract, Subcontract or Sub-subcontract: $12,937,036.73

Start Date and Completion Date: 2014

NYC Mayor's Office of Contract Services

# SCHEDULE B – M/WBE Utilization Plan

## Part 1: M/WBE Participation Goals

**Contract Overview (To be completed by contracting agency)**

APT E-Pin#: 85022B0037 FMS Project ID#: SEQ002715

Project Title: Replacement and Repair of Combined Sewer Outfall in 81st Street, etc. Borough of Queens Agency PIN#: 8502020SE0001C

Contracting Agency: Department of Design and Construction Bid/Proposal Response Date: TBD

Agency Address: 30-30 Thomson Avenue City: Long Island City State: NY ZIP: 11101

Contact Person: Emmanuel K. Charles Title: M/WBE Outreach and Compliance Analyst

Telephone: 718-391-1450 Email: charlesem@ddc.nyc.gov

Project Description (attach additional pages if necessary)

REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LOCATED NORTH OF 81 ST STREET AND 19 TH AVENUE, ON LAGUARDIA AIRPORT PROPERTY-BOROUGH OF QUEENS

Bidder or proposer ☐ is required OR ☒ is not required to specifically identify the contact information of all M/WBE firms they intend to use as a subcontractor on this contract, including the M/WBE vendor name, address and telephone number in the space provided below in Part 2 Section 4.

**M/WBE Participation Goals for Services**

Enter the percentage amount for each category or for an unspecified Goal.

Prime Contract Industry: Construction

Category and Breakdown:

Unspecified: 11.00 %

Black American: 1.00 %

Hispanic American: 3.00 %

Asian American: 0.00 %

Women: 0.00 %

Total Participation Goals: 15.00 % *Line 1*

## Part 2: M/WBE Participation Plan

**(To be completed by the bidder/proposer unless granted a full waiver, which must be submitted with the bid/proposal in lieu of this form)**

**Section 1: Prime Contractor Contact Information**

Tax ID#: 13-40510635 FMS Vendor ID#:

Business Name: Triumph Construction Corp. Contact Person: Dominick Cuzzi

Business Address: 1354 Seneca Avenue City: Bronx State: NY ZIP: 10474

Telephone: 718-215-5657 Email: dcuzzi@triumphcosntructionny.com

**Section 3: Contractor M/WBE Utilization Plan**

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

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

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

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

**Section 2: M/WBE Utilization Goal Calculation**

**Prime Contractor Adopting Agency Participation Goals**

*For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals.*

Total Bid/Proposal Value $: 7,290,985.00

multiplied by x

Total Participation Goals: 15.00 % *(Line 1 above)*

Calculated M/WBE Participation Amount $: 1,093,647.75 *Line 2*

**OR**

**Prime Contractor With Partial Waiver Approval Adopting Revised Participation Goals**

*For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Revised M/WBE Participation Goals.*

Total Bid/Proposal Value $:

multiplied by x

Total Revised Participation Goals: %

Calculated M/WBE Participation Amount $: *Line 3*

Tax ID# 13-4050635 APT E-Pin#

Section 4: General Contract Information

**What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status?** 15 %

Enter a brief description of the type(s) and dollar value of subcontracts for all services you plan to subcontract if awarded this contract, along with the anticipated start and end dates for such subcontracts. For each item, indicate whether the work is designated for participation by an M/WBE. Where the contracting agency's solicitation has indicated a requirement that the bidder or proposer specifically identify the contact information of all M/WBEs they intend to use on this contract, vendors must also include the M/WBE vendor name, address and telephone number in the space provided below. Use additional sheets if necessary.

| | Description of Work | Start Date (MM/YY) | End Date (MM/YY) | Planned $ Amount | Designated for M/WBE Y | Designated for M/WBE N | M/WBE Vendor Name | M/WBE Address | M/WBE Telephone |
|---|---|---|---|---|---|---|---|---|---|
| 1. | Asphalt | 6/22 | 6/23 | $126,058.35 | ☒ | ☐ | Unspecified | | ( ) - |
| 2. | Landscape | 5/23 | 6/23 | $112,729.55 | ☒ | ☐ | Hispanic | | ( ) - |
| 3. | Survey | 6/22 | 11/23 | $20,000.00 | ☒ | ☐ | Hispanic | | ( ) - |
| 4. | Crossing Guard | 6/22 | 11/23 | $20,000.00 | ☒ | ☐ | Black | | ( ) - |
| 5. | Pest Control | 6/22 | 11/23 | $6,000.00 | ☒ | ☐ | Hispanic | | ( ) - |
| 6. | Dewatering | 6/22 | 10/22 | $300,000.00 | ☒ | ☐ | Unspecified | | ( ) - |
| 7. | Shotcrete | 9/22 | 10/22 | $375,950.00 | ☒ | ☐ | Unspecified | | ( ) - |
| 8. | Trucking- Disp | 6/22 | 11/23 | $52,909.85 | ☒ | ☐ | Black | | ( ) - |
| 9. | Trucking- Disp | 6/22 | 11/23 | $80,000.00 | ☒ | ☐ | Hispanic | | ( ) - |
| 10. | | / | / | $ | ☐ | ☐ | | | ( ) - |

**Section 5: Vendor Certification and Required Affirmations**

*I hereby:*

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

Signature [signature] Date 3/8/2022

Print Name Dominick Cuzzi Title COO

## SAFETY QUESTIONNAIRE

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

**1. Bidder Information:**

Company Name: Triumph Construction Corp.

DDC Project Number: SEQ002715

Company Size: ☐ Ten (10) employees or less

☑ Greater than ten (10) employees

Company has previously worked for DDC: ☑ YES ☐ NO

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

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

| 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 Bidder / Contractor may obtain its EMR by contacting its insurance broker or the NCCI. If the Bidder cannot obtain its EMR, it must submit a written explanation as to why.

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

| YEAR | INTRASTATE RATE | INTERSTATE RATE |
|---|---|---|
| 2021 | .75 | |
| 2020 | .74 | |
| 2019 | .78 | |

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

**4. OSHA Information:**

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

☐ **YES** ☑ **NO** **Contractor has had an incident requiring OSHA notification within 8 hours (all work-related fatalities) or an incident requiring OSHA notification within 24 hours (work-related in-patient hospitalization, amputation and all loss of an eye).**

**The OSHA Form 300 "Log of Work-Related Injuries and Illnesses" and OSHA Form 300A "Summary of Work-Related Injuries and Illnesses" must be submitted for the last three years for Contractors with more than ten employees.**

The Bidder / Contractor must indicate the total number of hours worked by its employees, as reflected in payroll records for the past three (3) years.

**The Bidder / Contractor must submit the Incident Rate for Lost Time Injuries (the Incident Rate) for the past three (3) years. The Incident Rate is calculated in accordance with the formula set forth below. For each given year, the total number of incidents is the total number of non-fatal injuries and illnesses reported on the OSHA Form 300 and OSHA Form 300A. The 200,000 hours represents the equivalent of 100 employees working forty hours a week, fifty (50) weeks per year.**

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

| YEAR | TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES | INCIDENT RATE |
|---|---|---|
| 2021 | 575,434 | .70 |
| 2020 | 568,699 | 1.40 |
| 2019 | 750,795 | .80 |

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

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

**5. Safety Performance on Previous DDC Project(s)**

☐ YES ☑ NO Fatality or an incident requiring OSHA notification within 24 hours (work-related in-patient hospitalization, amputation and all loss of an eye) on DDC Project(s) within the last three (3) years.

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

The Bidder hereby affirms that all the information provided in this Safety Questionnaire and all additional pages and/or attachments, if applicable, consist of accurate representations.

Date: 3/8/2022 By: _____
**(Signature of Bidder: Owner, Partner, Corporate Officer)**

Title: President

# Pre-Award Process

The bidder is advised that as part of the pre-award review of its bid, it may be required to submit the information described in Sections (A) through (D) below. If required, the bidder must submit such information within five (5) business days following receipt of notification from DDC that it is among the low bidders. Such notification from DDC will be by email and will specify the types of information which must be submitted directly to DDC.

## In the event the bidder fails to submit the required information within the specified time frame, its bid may be rejected as nonresponsive.

**********

(A) **Project Reference Form**: If required, the bidder must complete and submit the Project Reference Form set forth in this Bid Booklet. The Project Reference Form consists of 3 parts: (1) Contracts Completed by the Bidder, (2) Contracts Currently Under Construction by the Bidder, and (3) Pending Contracts Not Yet Started by the Bidder.

(B) **Copy of License**: If required, the bidder must submit a copy of the license under which the bidder will be performing the work. Such license must clearly show the following: (1) Name of the Licensee, (2) License Number, and (3) Expiration date of the License. A copy of the license will be required from bidders for the following contracts: Plumbing Work, Electrical Work and Asbestos Abatement.

(C) **Financial Information**: If required, the bidder must submit the financial information described below:

(1) Audited Financial Statements: Financial statements (Balance Sheet and Income Statement) of the entity submitting the bid, as audited by an independent auditor licensed to practice as a certified public accountant (CPA). Audited financial statements for the three most recent fiscal years must be submitted. Each such financial statement must include the auditor's standard report.

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

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

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

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

(1) Statement indicating the number of years of experience the bidder has had and in what type of construction.

(2) Resumes of all key personnel to be involved in the project, including the proposed project superintendent.

(3) List of significant pieces of equipment expected to be used for the contract, and whether such equipment is owned or leased.

(4) Description of work expected to be subcontracted, and to what firms, if known.

(5) List of key material suppliers.

(6) Preliminary bar chart time schedule

(7) Contractor's expected means of financing the project. This should be based on the assumption that the contractor is required to finance 2X average monthly billings throughout the contract period.

(8) Any other issues the contractor sees as impacting his ability to complete the project according to the contract.

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

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

**Triumph Construction Corp.**
**1354 Seneca Ave.**
**Bronx, NY 10474**

**COMPLETED PROJECTS- 2021**

| Contract Name | Contract # | Contract Description | Owner | Year | Contract Amount | Owner Reference & Contact |
|---|---|---|---|---|---|---|
| Street Lighting Work at Lafayette Ave., Bronx | 23960004 | Street Lighting, electrical and site work Bronx NY | NYCEDC/AECOM | 2021 | $ 939,455.00 | Yemi Green 516-800-9016 |
| Installation of 5G Networks | 20200921 | Installation of 5G Networks | Zenfi-Conexcity | 2021 | $ 330,114.85 | Tom Hansbury 914-908-0455 |
| One Times Square - Emergency Sewer Repla | 20201112 | Funished and installed 8" sewer pipe, NYC | Jamestown LP | 2021 | $ 230,000.00 | Ryan Tunstall 917-453-6251 |
| Installation of WiFi Kiosks New Rochelle | n/a | Installation of WiFi Kiosks New Rochelle | Intersection | 2021 | $ 305,394.38 | Tossin Olugbenga 908-425-7385 |
| Installation of WiFi Kiosks Newark | n/a | Installation of WiFi Kiosks Newark | Intersection | 2021 | $ 200,087.00 | Robert Fox 215-720-0465 |
| 1 Times Sq | | Furnish & Install 8" sewer pipe and emergency repairs | Jamestown LP | 2020 | $ 280,000.00 | Ryan Tuner 917-453-6251 |
| Reconstruction of Pershing Square NYC | HWPLZ004M | Trunk main, water, sewer, concrete, granite curb,asphalt, landscaping | NYCDDC | 2020 | $ 10,371,035.27 | John Delucia 844-0896 |
| Safe Routes to Schools - Phase 4C2 | HWCSCH4C2 | Bump outs, curbs, sidewalks, asphalt, road base, electrical, landscaping | NYCDDC | 2020 | $ 11,766,937.28 | Mauro DeVincenzi 347-203-2100 |
| North Flatbush Ave Atlantic Yard BKLYN | HWK300-01 | Water main, curb and sidewalk, traffic signal work, sidewalk reconstruction | NYCDDC | 2020 | $ 4,894,760.88 | Zong Jiang 718) 752-0430 |
| Coney Island- | 59640002 | 6"-24" water main, including up to 48" sewer, Chambers, and access manholes | NYCEDC | 2019 | $ 51,684,397.36 | Ahmad Alhalawani, RE (732) 447-4327 |
| Installation of LinksNYC WiFi Kiosks NYC | n/a | Installation of LinksNYC WiFi Kiosks NYC | CityBridge | 2019 | $ 24,426,036.00 | Robert Fox 215-720-0465 |
| Complex pedestrian ramps | HWP15KCL- | Concrete sidewalk, curb, catch basins, chutes, manholes, utilities | NYCDDC | 2019 | $ 6,475,482.52 | Bryan McGrath 516-241-7998 |
| E. 86th Street Safety and Streetscape Improvements | HWMM008- | Reconstruction of E 86th ST. | NYCDDC | 2019 | $ 10,556,199.64 | John Delucia 347-844-0896 |
| Astor Place Reconstruction | HWMP116 | Water main, sewer, traffic lighting, street lighting | NYCDDC | 2019 | $ 15,754,866.59 | Rafael Rodriguez R.E. 347-865-4413 |
| Green Infras.in JAM-003 & JAM-006 Phase 1 | GCJAM-01 | Construction of Right-of-Way Green Infrastructure | NYCDDC | 2019 | $9,267,820.00 | Norbu Tsering 718-391-2555 |
| East River Waterfront Esplanade- Pier 35 | 201700 | Installation of new Water Main 36" dia and restoration of esplanade Pier 35 NYC | NYCEDC (Hunter Roberts) | 2019 | $901,000.00 | Mishel Mako 917-946-4420 |
| ADA Upgrade at 86 Street Station | A-37117 | Installation of 8" water main and 36" & 24" sewer | EL Sol /MTA- NYCTA | 2019 | $1,150,806.86 | Alfred Bonura 917-282-2771 |
| 1 Vanderbilt Avenue, NY | 16-012 | Installation of new services to building | Olympic Plu & Htg | 2019 | $1,493,812.55 | Al Rocco 718-528-4001 |
| GE-359 (Emergency Water Main) Task Orders | GE-359 | Reconstruction of broken water mains on an Emergency basis | NYCDEP | 2019 | $ 17,688,304.88 | Michael Sullivan 718-595-5439 |
| GE-357 (Emergency Water Main) Task Orders | GE-357 | Reconstruction of broken water mains on an Emergency basis | NYCDEP | 2018 | $ 16,404,047.97 | Michael Sullivan 718-595-5439 |
| Complex Pesdestrian Ramps, Manhattan | HWP14MTA | Construction fo Complex Pesdestrian Ramps in landmark areas and adjacent to TA facilities NYC | NYCDDC | 2018 | $ 2,826,186.26 | Benjanmin Amoako-Boahen (347) 264-7505 |
| Accelerated Watermain and Sewer Install, Bronx | HEDA-002 | Construction of Accelerated Watermain and Sewer Repairs, Bronx | NYCDDC | 2018 | $ 15,082,961.32 | Lambert Monah 939-6966 |
| Safe Routes to Schools | HWCSCH3B2 | Installation of bump outs, catch basins, chutes, and utility work | NYCDDC | 2018 | $ 5,197,263.00 | John Delucia 347-844-0896 |
| Realignment and Plaza Enchancement for Myrtle/Cooper Plaza | HWPLZ008Q | Including sewer, water main, street lighting and traffic work | NYCDDC | 2017 | $3,399,662.03 | Nathalie Pierre-Georges 718-391-2477 |
| Wayfinding Elements NYC | 20151403526 | Furnish, deliver and install Wayfinding elements - NYC | NYCDOT | 2017 | $17,934,700.00 | Keri Isaac 212-839-6425 |
| 185th St - Streetscape Improvements, NYC | HWD10211 | Streetscape incs; Water main, street lighting and traffic signal work | NYCDDC | 2017 | $3,654,207.44 | John Delucia 347-844-0896 |
| Safe Routes for Transit, Bronx, NY | HWSRT200A | Complex bump out ramps. - Catch basins, curb and sidewalk, & concrete | NYCDDC | 2016 | $ 2,855,503.31 | Franco Mesiti 917-939-6794 |
| Bronx & Manhattan Complex Ped Ramps | HWP2010MX | Installation of complex ped ramps; Including catch basins, chute, curb & sidewalk concrete work | NYCDDC | 2016 | $4,195,738.20 | Franco Mesi 917-939-6794 |
| Complex Pedestrian Ramps, Manhattan | HWP2013TA | Complex pedestrian ramps; Pedestrian ramps, sidewalk, curb, catch basin, watermain, street lighting and traffic signal work | NYCDDC | 2016 | $1,262,023.03 | Pierre Rameau Jr , EIC 347-203-1360 |
| Installation of 12" and 20" water mains | MED617 | Installation of water mains and services NYC | NYCDDC | 2016 | $5,597,067.26 | Shahram Jaromi 718-391-3231 |
| Reconstruction of Church Avenue | HWKP2026 | Installation of sewer and water main. Reconstruction of roadway and sidewalks | NYCDDC | 2015 | $ 5,818,018.51 | Flore Bruneau, Acting EIC 646-739-7122 (Original EIC retired) |
| Construction of Complex Ped Ramps | HWP2012QC | Installation of pedestrian ramps, catch basins, and manholes | NYCDDC | 2015 | $ 4,189,951.60 | Joseph Dorce, EIC 917-731-2763 |
| Lexington Ave Bollards | 1000023573 GCT | Furnished and Installed Security Bollards, Parge NYCTA Vent Shaft, Water Main - Curb Valve Relocation, Catch Basin removal and Grating Installation at 420 Lexington Ave, New York, NY. | Metro- North | 2014 | $ 709,500.00 | Colm R. Saunders, PE 914-461-0474 |
| Queens Plaza Bicycle and Pedestrian Improvements Project | 1442002 | Watermain, Sewer, Lighting, Signal Work, Concrete Sidewalk, Asphalt Milling and Paving, Landscaping, Custom Pavers and Irrigation. | NYC Economic Development Corp. | 2014 | $ 38,330,225.89 | Dan Colangione 212-312-3765 |
| Emergency Sidewalk Repairs Project | HWSEMER11 | Removal and replacement of trees, stumps, sidewalk, etc due to Sandy Storm damage | NYCDDC | 2014 | $ 1,326,879.16 | Mina Marcos 516-852-8595 |
| Low pressure water main | 835147 | Watermain, Sewer, Lighting, Signal, Concrete Sidewalk, Asphalt Paving, Landscaping and Pavers. | Brooklyn Navy Yard Development Corp. | 2012 | $ 12,937,036.73 | Carmine Stabile 845-642-0491 |
| Construction of Catch Basins, Various Locations, Bronx, NY | SECBX1 | Installation of Catch Basins and Chute Connections, Various Locations, Bronx, NY | NYCDDC | 2012 | $ 1,931,893.50 | Lambert Monah 917-939-6966 |
| Reconstruction of Building 292 Parking Lot | 835147 | Storm Water Detention System, Sewer, Watermain, Concrete Sidewalk, Asphalt Pavement | Brooklyn Navy Yard Development Corp. | 2012 | $ 2,376,909.81 | Carmine Stabile 845-642-0491 |
| High Pressure Water Main | 835147 | Watermain, Sewer, Concrete Sidewalk and Asphalt Milling and Paving | Brooklyn Navy Yard Development Corp. | 2011 | $ 1,258,028.70 | Carmine Stabile 845-642-0491 |
| Construction of Catch Basins, Various Locations, Manhattan, NY | SECBHLN2 | Installation of Catch Basins and Chute Connections, Various Locations, Manhattan, NY | NYCDDC | 2010 | $ 1,692,668.50 | Pierre Rameau 347-203-1360 |

**Triumph Construction Corp.**

**1354 Seneca Ave.**

**Bronx, NY 10474**

**WORK IN PROGRESS**

| Contract Name | Triumph Job No. | Contract No. | Agency | Contract Amount | Status (% Complete) | Owner- Contact |
|---|---|---|---|---|---|---|
| Reconstruction of 9th Ave / Gansevoort Area; Water Main, Streetscape, Utility Relocation, Manhattan | 1003 | HWMP2020 | NYCDDC | $ 17,170,162.50 | 85% | Iyad Marzouq, EIC 212-313-3526 |
| Construction of Right of Way Green Infrastruture, Bioswales, Queens | 3072 | GCJA03-3A | NYCDDC | $ 10,944,453.00 | 80% | Jean Claremont (917)709-6446 |
| Construction of Right of Way Green Infrastruture, Bioswales, Queens | 3060 | GNCB14-1A | NYCDDC | $ 4,249,713.00 | 60% | Lafayette Cisco (646)235-8862 |
| Construction of Accelerated Water Main Replac & Sewer Rehab, Manhattan | 3053 | MEDA002 | NYCDDC | $ 16,206,941.00 | 65% | John Delucia 347-844-0896 |
| Construction of Accelerated Water Main Replac & Sewer Rehab, Bronx | 3061 | HEDA003 | NYCDDC | $ 16,951,742.60 | 55% | Franco Mesiti 917-939-6794 |
| Installation of Footings for Wayfinding Signs in NYC | 19-0008 | 20181426192 | NYCDOT/ PentacCityGroup | $ 974,785.00 | 50% | Chris Lucas 646-300-7143 |
| Replace of Trunk & Distr Water Mains, Sewer, Streetscape, Brooklyn | 3049 | BED-798 | NYCDDC | $ 37,548,087.57 | 40% | Bob Yueh 718-250-5047 |
| Construction of Right of Way Green Infrastructure, Jamaica Bay, Queens | 19-0001 | GCJA03-2A | NYCDDC | $ 7,983,614.53 | 30% | Bill Sifounis (646) 957-0302 |
| Green Infrastructure Westschester Creek Basin, Bronx | 19-0009 | 533200103 | LIRO/NYCEDC | $ 12,072,033.80 | 20% | Jon Grubman 347-829-3351 |
| Middle Neck Road Water Main Improvements, Great Neck | 20-0012 | n/a | WAGNN | $ 5,600,000.00 | 15% | Brian Fanselli 516-491-7050 |
| Installation of New Catch Basins, Reconstruction of Existing Collapsed Catch Basins, Brooklyn and Staten Island | 3059 | SECBRKR01 | NYCDDC/DEP | $ 3,935,331.50 | 10% | Danny Lefkowitz 718-595-7657 |
| Construction of Sanitary Sewers and Appurtenances, Coney Island Areas, Brooklyn | Contract | CONISPH3A | NYCEDC | $ 49,679,581.33 | 10% | Tim Weiss 917-373-9521 |
| Westchester Creek Green Infrastructure; Construction of Right of Way Bioswales, Bronx | 19-0009 | 53320013 | LIRO/NYCEDC | $ 12,072,033.80 | 1% | Jonathan Grubman (516) 382-2837 |
| Green Infrastructure; Right of Way, Bioswales, Bronx River, Bronx | 19-0004 | | Hunter Roberts/NYCEDC | $ 24,500,000.00 | 1% | Nicholas Gibson (646)276-5292 |

| Contracts not Started | | | | | | |
|---|---|---|---|---|---|---|
| **Contract Name** | **Triumph Job No.** | **Contract No.** | **Agency** | **Contract Amount** | **Status (% Complete)** | **Owner- Contact** |
| Reconstruction of Parsons Blvd, Queens | 19-0011 | HWPEDSF4A | NYCDDC | $ 3,523,631.22 | 0% | Has not started |
| ADA Requirements- Installation Ped Ramps, etc, Bronx | 20-0001 | D264063 | NYSDOT | $ 874,049.90 | 0% | Erica Wong, PE 917-717-0130 |
| 2401 3rd Ave - Site Utilities | 20-0002 | | | $ 2,100,000.00 | 0% | Has not started |
| Construction of Right of Way Green Infrastructure, Flushing Creek, Queens | 19-0002 | GT110-1A | NYCDDC | $ 10,677,684.16 | 0% | Has not started |
| On-Site Green Infrastructure - 26th Ward Houses NYCHA | 20-0003 | 60589896 | Aecom/NYCEDC | $ 4,039,970.00 | 0% | Yemi Green 516-800-9016 |
| On-Site Green Infrastructure - Newton Creek, Kingsborough Houses, NYCHA | 20-0004 | 60589896 | Aecom/NYCEDC | $ 1,200,000.00 | 0% | Yemi Green 516-800-9017 |
| Atlantic Ave Safety Improvements- Phase II | 20-0005 | HWD10105A | NYCDDC | $ 25,884,023.66 | 0% | Has not started |
| Construction of Various Right of Way Green Infrastructure, Bioswales, Queens | 20-0006 | BB05-01-A | NYCDDC | $ 18,275,922.11 | 0% | Has not started |
| Jerome Reservoir and Aqueduct Rehab., Bronx | | JRAQ-REH | NYCDEP | $ 37,594,000.00 | 0% | Has not started |
| New DEP Combined Sewer & Water Main Scope, Grand Ave, Elmhurst | 20-0018 | n/a | Storage Constr. Co. | $ 550,000.00 | 0% | Robert Caravella 646-388-9828 |
| Replacement of Water Mains on Avenue "S" and Coney Island Avenue, Brooklyn | 3075 | BED-809 | NYCDDC | $ 25,430,427.44 | 0% | Has not started |
| GOSR Five Towns Drainage Improvements - Lawrence Pipe | | H35132-01G | NASSAU DPW | $ 9,181,765.00 | 0% | Has not started |
| Replacement of Underground Water & Fire Distribution Lines, Manhattan | 19-0006 | PL1813851 | NYCHA | $ 4,100,000.00 | 0% | Has not started |

# Item Grid and Bid Schedule

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

**NOTES:**

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

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

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

| Code | Item No. | Label | Quantity | Unit | Unit Price | Total | Price Criteria | Field type |
|---|---|---|---|---|---|---|---|---|
| bid_1 | 50.72M1407RC0800 | RECONSTRUCTION OF EXISTING 14'-7"W X 8'-0"H RECTANGULAR CONCRETE STORM SEWER USING SHOTCRETE METHOD | 50 | L.F. | 4000 | 200000 | | Required Item |
| bid_2 | 51.61F001 | OUTFALL NO. 1 | 1 | EACH | 4000000 | 4000000 | | Required Item |
| bid_3 | 54.11SC | SEWER CLEANING | 110 | L.F. | 100 | 11000 | | Required Item |
| bid_4 | 54.21PC | PORTLAND CEMENT (TYPE V) - INJECTION GROUTING | 300 | BAGS | 500 | 150000 | | Required Item |
| bid_5 | 54.31SR | SHOTCRETE FOR REPAIR WORK | 500 | C.F. | 350 | 175000 | | Required Item |
| bid_6 | 6.40 B | ENGINEER'S FIELD OFFICE (TYPE B) | 24 | MONTH | 4000 | 96000 | | Required Item |
| bid_7 | 6.52 CG | CROSSING GUARD | 500 | P/HR | 40 | 20000 | | Required Item |
| bid_8 | 7.13 B | MAINTENANCE OF SITE | 18 | MONTH | 4000 | 72000 | Unit price bid shall not be less than: $ 4,000.00 | Required Item |
| bid_9 | 7.88 AA | RODENT INFESTATION SURVEY AND MONITORING | 1 | L.S. | 10000 | 10000 | Unit price bid shall not be less than: $ 500.00 | Required Item |
| bid_10 | 7.88 AB | RODENT BAIT STATIONS | 8 | EACH | 60 | 480 | Unit price bid shall not be less than: $ 60.00 | Required Item |

| Code | Item No. | Label | Quantity | Unit | Unit Price | Total | Price Criteria | Field type |
|---|---|---|---|---|---|---|---|---|
| bid_11 | 7.88 AC | BAITING OF RODENT BAIT STATIONS | 8 | EACH | 25 | 200 | Unit price bid shall not be less than: $ 9.25 | Required Item |
| bid_12 | 7.88 AD | WATERBUG BAIT APPLICATIONS | 12 | BLOCK | 65 | 780 | Unit price bid shall not be less than: $ 65.00 | Required Item |
| bid_13 | 70.11CS | CONCRETE FILLED STEEL PIPE PILES | 4500 | V.F. | 300 | 1350000 | Unit price bid shall not be less than: $ 37.50 | Required Item |
| bid_14 | 70.71RR | RIPRAP | 500 | C.Y. | 100 | 50000 | | Required Item |
| bid_15 | 70.71SB | STONE BALLAST | 200 | C.Y. | 100 | 20000 | Unit price bid shall not be less than: $ 15.00 | Required Item |
| bid_16 | 70.71SP | SLOPE PAVEMENT | 200 | C.Y. | 150 | 30000 | | Required Item |
| bid_17 | 70.81CB | CLEAN BACKFILL | 300 | C.Y. | 15 | 4500 | Unit price bid shall not be less than: $ 15.00 | Required Item |
| bid_18 | 73.31AE0 | ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS) | 100 | C.Y. | 25 | 2500 | Unit price bid shall not be less than: $ 20.00 | Required Item |
| bid_19 | 73.41AG | ADDITIONAL SELECT GRANULAR BACKFILL | 50 | C.Y. | 25 | 1250 | Unit price bid shall not be less than: $ 15.00 | Required Item |
| bid_20 | 73.51AS | ADDITIONAL STEEL REINFORCING BARS | 5000 | LBS. | 1 | 5000 | Unit price bid shall not be less than: $ 1.00 | Required Item |

| Code | Item No. | Label | Quantity | Unit | Unit Price | Total | Price Criteria | Field type |
|---|---|---|---|---|---|---|---|---|
| bid_21 | 8.01 C1 | HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL | 800 | TONS | 50 | 40000 | | Required Item |
| bid_22 | 8.01 C2 | SAMPLING AND TESTING OF CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PURPOSES | 2 | SETS | 1425 | 2850 | | Required Item |
| bid_23 | 8.01 H | HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL | 200 | TONS | 150 | 30000 | | Required Item |
| bid_24 | 8.01 S | HEALTH AND SAFETY | 1 | L.S. | 25000 | 25000 | | Required Item |
| bid_25 | 8.01 W1 | REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER | 183 | DAY | 500 | 91500 | | Required Item |
| bid_26 | 8.01 W2 | SAMPLING AND TESTING OF CONTAMINATED WATER | 183 | SETS | 700 | 128100 | | Required Item |
| bid_27 | BMP-7.404-B | EROSION AND SEDIMENT CONTROL LICENSED/CERTIFIED PROFESSIONAL | 25 | DAY | 2000 | 50000 | | Required Item |
| bid_28 | BMP-7.502 | CONSTRUCTION LIMIT FENCE | 575 | L.F. | 30 | 17250 | | Required Item |

| Code | Item No. | Label | Quantity | Unit | Unit Price | Total | Price Criteria | Field type |
|---|---|---|---|---|---|---|---|---|
| bid_29 | BMP-7.504A | SILT FENCE | 431 | L.F. | 25 | 10775 | | Required Item |
| bid_30 | BMP-7.510 | PORTABLE SEDIMENT TANK | 1 | EACH | 20000 | 20000 | | Required Item |
| bid_31 | BMP-7.516 | TURBIDITY CURTAIN | 271 | L.F. | 200 | 54200 | | Required Item |
| bid_32 | UTL-6.02 (NG) | EXTRA EXCAVATION FOR THE INSTALLATION OF CATCH BASIN SEWER DRAIN PIPES WITH GAS INTERFERENCES (S6.02) | 1 | EACH | 850 | 850 | Unit price bid shall not be less than: $ 850.00 | Required Item |
| bid_33 | UTL-6.03 (NG) | REMOVAL OF ABANDONED GAS FACILITIES. ALL SIZES. (S6.03) | 10 | L.F. | 15 | 150 | Unit price bid shall not be less than: $ 15.00 | Required Item |
| bid_34 | UTL-6.03.1 (NG) | REMOVAL OF ABANDONED GAS FACILITIES WITH POSSIBLE COAL TAR WRAP. ALL SIZES. (FOR NATIONAL GRID WORK ONLY) (S6.03) | 50 | L.F. | 25 | 1250 | Unit price bid shall not be less than: $ 25.00 | Required Item |
| bid_35 | UTL-6.06 (NG) | SPECIAL CARE EXCAVATION AND BACKFILLING (S6.06) | 30 | C.Y. | 180 | 5400 | Unit price bid shall not be less than: $ 180.00 | Required Item |
| bid_36 | UTL-6.07 (NG) | TEST PITS FOR GAS FACILITIES (S6.07) | 10 | C.Y. | 100 | 1000 | Unit price bid shall not be less than: $ 100.00 | Required Item |

| Code | Item No. | Label | Quantity | Unit | Unit Price | Total | Price Criteria | Field type |
|---|---|---|---|---|---|---|---|---|
| bid_37 | 50.41S6C08 | TRENCH EXCAVATION AND BACKFILL FOR GAS MAINS AND SERVICES. GAS INSTALLED BY OTHERS (FOR NATIONAL GRID WORK ONLY). (S6.09) | 205 | L.F. | 190 | 38950 | Unit price bid shall not be less than: $ 190.00 | Required Item |

| Code | Item No. | Label | Unit | Allowance Amount | ENTER ONE IN THE BOXES BELOW | Field type |
|---|---|---|---|---|---|---|
| fs_1 | UTL-GCS-2WS (NG) | GAS INTERFERENCES AND ACCOMMODATIONS | F.S. | 75000 | 1 | Additional Fees |

| Code | Item No. | Label | Quantity | Unit | Unit Price | Total | Price Criteria | Field type |
|---|---|---|---|---|---|---|---|---|
| mob_1 | 6.39 B | MOBILIZATION | 1 | L.S. | 500000 | 500000 | BID PRICE OF MOBILIZATION SHALL NOT EXCEED 8% OF THE ABOVE SUB-TOTAL PRICE. | Required Item |

Department of Design and Construction

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

*TO BE FILLED IN BY THE BIDDER*:

BIDDER'S NAME:

_____

_____

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

NUMBER OF ADDENDUMS RECEIVED AND ATTACHED TO BID:
____ ADDENDUMS

*DDC CLIENT AGENCY*:
**THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**
*PREPARED BY*:
**IN-HOUSE DESIGN**
*DATE PREPARED*:
**November 12, 2021**

# VOLUME 2 OF 3

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

# PROJECT ID: SEQ002715

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

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

**REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LOCATED NORTH OF 81 ST STREET AND 19 TH AVENUE, ON LAGUARDIA AIRPORT PROPERTY**

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

Department of Design and Construction

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

*TO BE FILLED IN BY THE BIDDER*:

BIDDER'S NAME:

_____

_____

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

NUMBER OF ADDENDUMS RECEIVED AND ATTACHED TO BID:
____ ADDENDUMS

*DDC CLIENT AGENCY*:
**THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**
*PREPARED BY*:
**IN-HOUSE DESIGN**
*DATE PREPARED*:
**March 1, 2017**

# VOLUME 2 OF 3

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

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

# NOTICE TO BIDDERS

Please be advised that a Rider to the March 2017 New York City Standard Construction Contract regarding Non-Compensable Delays and Grounds for Extension has been attached and incorporated in this Invitation for Bid. Other than provisions specifically delineated in the Rider, all other terms of the March 2017 New York City Standard Construction Contract continue to apply in full force and effect.

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**CITY OF NEW YORK**

**DEPARTMENT OF DESIGN AND CONSTRUCTION**

# INFORMATION FOR BIDDERS

**December 2021**

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

# *INFORMATION FOR BIDDERS*

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1. Description and Location of Work

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

2. Time and Place for Receipt of Bids

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

3. Definitions

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

4. Invitation For Bids and Contract Documents

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

(1) All provisions required by law to be inserted in this Contract, whether actually inserted or not

(2) The Contract Drawings and Specifications

(3) The General Conditions, the General Requirements and the Special Conditions, if any

(4) The Contract

(5) The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and the Bid Booklet

(6) The Budget Director's Certificate; all Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed with the Work.

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

5. Pre-Bid Conference

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

6. Agency Contact

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

7. Bidder's Oath

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

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

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

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

(B) Should the contractor encounter during the progress of the work subsurface conditions at the site materially differing from any shown on the Contract Drawings or indicated in the Specifications or such subsurface conditions as could not reasonably have been anticipated by the contractor and were not anticipated by the City, which conditions will materially affect the cost of the work to be done under the Contract, the attention of the Commissioner must be called immediately to such conditions before they are disturbed. The Commissioner shall thereupon promptly investigate the conditions. If the Commissioner finds that they do so materially differ, or that they could not reasonably have been anticipated by the contractor and were not anticipated by the City, the Contract may be modified with the Commissioner's written approval.

9. Examination of Proposed Contract

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

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

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

10. Form of Bid

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

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

11. Irrevocability of Bid

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

12. Acknowledgment of Amendments

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

13. Bid Samples and Descriptive Literature

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

14. Proprietary Information/Trade Secrets

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

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

15. Pre-Opening Modification or Withdrawal of Bids

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

16. Bid Evaluation and Award

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

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

17. Late Bids, Late Withdrawals and Late Modifications

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

18. Withdrawal of Bids.

Except as provided for in Section 15, above, a bidder may not withdraw its bid before the expiration of forty-five (45) days after the date of the opening of bids; thereafter, a bidder may withdraw its bid only in writing and in advance of an actual award. If within sixty (60) days after the execution of the Contract, the Commissioner fails to fix the date

for commencement of work by written notice to the bidder, the bidder at the bidder's option, may ask to be relieved of the bidder's obligation to perform the work called for by written notice to the Commissioner. If such notice is given to the Commissioner, and the request to withdraw is granted, the bidder waives all claims in connection with this Contract.

19. Mistake in Bids

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

(B) Mistakes Discovered Before Award

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

(a) The mistake is known or made known to the agency prior to the awarding of the Contract or within 3 days after the opening of the bid, whichever period is shorter; and

(b) The price bid was based upon an error of such magnitude that enforcement would be unconscionable; and

(c) The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and

(d) The error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and

(e) It is possible to place the agency in the same position as existed prior to the bid.

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

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

20. Low Tie Bids

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

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

(2) Award to a New York City bidder;

(3) Award to a certified New York State small, minority or woman-owned business bidder;

(4) Award to a New York State bidder.

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

21. Rejection of Bids

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

(1) The bidder fails to furnish any of the information required pursuant to Section 24 or 28 hereof; or if

(2) The bidder is determined to be not responsible pursuant to the Procurement Policy Board Rules; or if

(3) The bid is determined to be non-responsive pursuant to the Procurement Policy Board Rules; or if

(4) The bid, in the opinion of the Agency Chief Contracting Officer, contains unbalanced bid prices and is thus non-responsive, unless the bidder can show that the prices are not unbalanced for the probable required quantity of items, or if the imbalance is corrected pursuant to Section 15.

(B) Rejection of All Bids: The Agency, upon written approval by the Agency Chief Contracting Officer, may reject all bids and may elect to resolicit bids if in its sole opinion it shall deem it in the best interest of the City so to do.

(C) Rejection of All Bids and Negotiation With All Responsible Bidders: The Agency Head may determine that it is appropriate to cancel the Invitation For Bids after bid opening and before award and to complete the acquisition by negotiation. This determination shall be based on one of the following reasons:

(1) All otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the Agency Chief Contracting Officer cannot determine the reasonableness of the bid price, or no responsive bid has been received from a responsible bidder; or

(2) In the judgment of the Agency Chief Contracting Officer, the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith.

(B) When the Agency has determined that the Invitation for Bids is to be canceled and that use of negotiation is appropriate to complete the acquisition, the contracting officer may negotiate and award the Contract without issuing a new solicitation, subject to the following conditions:

(1) prior notice of the intention to negotiate and a reasonable opportunity to negotiate have been given by the contracting officer to each responsible bidder that submitted a bid in response to the Invitation for Bids;

(2) the negotiated price is the lowest negotiated price offered by a responsible bidder; and

(3) the negotiated price is lower than the lowest rejected bid price of a responsible bidder that submitted a bid in response to the Invitation for Bids.

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

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

23. Affirmative Action and Equal Employment Opportunity

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

24. PASSPort COMPLIANCE

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

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

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

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

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

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

25. Complaints About the Bid Process

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

26. Bid, Performance and Payment Security

(A) Bid Security: Each bid must be accompanied by bid security in an amount and type specified in the PASSPort RFx questionnaire. The bid security shall assure the City of New York of the adherence of the bidder to its proposal, the execution of the Contract, and the furnishing of Performance and Payment Bonds by the bidder, if required in the PASSPort RFx. Bid security shall be returned to the bidder as follows:

(1) Within ten (10) days after the bid opening, the Comptroller will be notified to return the deposits of all but the three (3) lowest bidders. Within five (5) days after the award, the Comptroller will be notified to return the deposits of the remaining two unsuccessful bidders.

(2) Within five (5) days after the execution of the Contract and acceptance of the Contractor's bonds, the Comptroller will be notified to return the bid security of the successful bidder or, if performance and payment bonds are not required, only after the sum retained under Article 21 of the Contract equals the amount of the bid security.

(3) Where all bids are rejected, the Comptroller will be notified to return the deposit of the three (3) lowest bidders at the time of rejection.

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

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

(1) a one-time bond in a form satisfactory to the City;

(2) a bank certified check or money order;

(3) obligations of the City of New York; or

(4) other financial instruments as determined by the Office of Construction in consultation with the Comptroller.

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

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

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

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

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

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

27. Failure to Execute Contract

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

28. Bidder Responsibilities and Qualifications

(A) Bidders must include with their bids all information necessary for a determination of bidder responsibility, as set forth in the Specifications.

(B) The Agency may require any bidder or prospective bidder to furnish all books of account, records, vouchers, statements or other information concerning the bidder's financial status for examination as may be required by the Agency to ascertain the bidder's responsibility and capability to perform the Contract. If required, a bidder must also submit a sworn statement setting forth such information as the Agency may require concerning present and proposed plant and equipment, the personnel and qualifications of the bidder's working organizations, prior experience and performance record.

(C) Oral Examination on Qualifications: In addition thereto, and when directed by the Agency, the bidder, or a responsible officer, agent or employee of the bidder, must submit to an oral examination to be conducted by the Agency in relation to the bidder's proposed tentative plan and schedule of operations, and such other matters as the Agency may deem necessary in order to determine the bidder's ability and responsibility to perform the work in accordance with the Contract. Each person so examined must sign and verify a stenographic transcript of such examination noting thereon such corrections as such person may desire to make.

(D) If the bidder fails or refuses to supply any of the documents or information set forth in paragraph (B) hereof or fails to comply with any of the requirements thereof, the Agency may reject the bid.

29. Employment Report

In accordance with Executive Order No. 50 (1980) as modified by Executive Order 108 (1986), the filing of a

completed Employment Report (ER) is a requirement of doing business with the City of New York for construction contractors with contracts of $1,000,000 or more and subcontractors with construction subcontracts of $750,000 or more. The required forms and information are included in the PASSPort Vendor Profile.

30. Labor Law Requirements

(A) General: The successful bidder will be required to comply strictly with all Federal, State and local labor laws and regulations.

(B) New York State Labor Law: This Contract is subject to New York State Labor Law Section 220, which requires that construction workers on the site be paid prevailing wages and supplements. The Contractor is reminded that all wage provisions of this Contract will be enforced strictly and failure to comply will be considered when evaluating performance. Noncompliance may result in the contractor being debarred by the City from future contracts. Complaints filed with the Comptroller may result in decisions which may debar a contractor from bidding contracts with any state governmental entity and other political subdivisions.

(C) Records: The Contractor is expected to submit accurate payroll reports and other required documents and verify attendance and job classifications being utilized in compliance with the law, Contract provisions and agency procedures.

31. Insurance

(A) Bidders are advised that the insurance requirements contained herein are regarded as material terms of the Contract. As required by Article 22 of the Contract, the contractor must effect and maintain with companies licensed and authorized to do business in the State of New York, the types of insurance set forth therein, when required by and in the amounts set forth in Schedule A of the General Conditions. Such required insurance must be provided from the date the contractor is ordered to commence work and up to the date of final acceptance of all required work.

(B) The contractor must, within ten days of receipt of the notice of award, submit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A of the General Conditions, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by Section 57 of the New York State Workers' Compensation Law and Section 220 of the Disability Benefits Law.

32. Lump Sum Contracts

(A) Comparison of Bids: Bids on Lump Sum Contracts will be compared on the basis of the lump sum price bid, adjusted for alternate prices bid, if any.

(B) Lump Sum Bids for "General Construction Work" which include excavation shall include all necessary excavation work defined in the Specifications as being included in the lump sum bid. The bidder shall also bid a unit price for the additional cost of excavating material which is defined in the Specifications as excavation for which additional payment will be made. The total estimated additional cost of removing such material will be taken as the quantity set forth in the Engineer's Estimate multiplied by the unit price bid. This total estimated cost of additional excavation shall be added to the lump sum bid for the General Construction Work for the purpose of comparing bids to determine the low bidder.

(C) Variations from Engineer's Estimate: The Engineer's Estimate of the quantity of excavation for which additional payment will be made is approximate only and is given solely to be used as a uniform basis for the comparison of bids and such estimate is not to be considered as part of this contract. The quantities actually required to complete the contract work may be more or less than the quantities in the Engineer's Estimate and, if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

33. Unit Price Contracts

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

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

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

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

34. Excise Tax

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

35. Licenses and Permits

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

36. Multiple Prime Contractors

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

37. Locally Based Enterprise Requirements (LBE)

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) certification documents of any proposed LBE subcontractor which is not on the LBE certified list, and

(c) copies of the certification letter of any proposed subcontractor which is an LBE.

(3) Documentation of good faith efforts to achieve the required LBE percentage shall include as appropriate but not limited to the following:

(a) attendance at prebid meetings, when scheduled by the agency, to advise bidders of contract requirements;

(b) advertisement where appropriate in general circulation media, trade association publications and small business media of the specific subcontracts that would be at least equal to the percentage goal for LBE utilization specified by the contractor;

(c) written notification to association of small, minority and women contractors soliciting specific subcontractors;

(d) written notification by certified mail to LBE firms that their interest in the contract is solicited for specific work items and their estimated values;

(e) demonstration of efforts made to select portions of the work for performance by LBE firms in order to increase the likelihood of achieving the stated goal;

(f) documented efforts to negotiate with LBE firms for specific subcontracts, including at a minimum:

(i) The names, address and telephone numbers of LBE firms that are contacted;

(ii) A description of the information provided to LBE firms regarding the plans and specifications for portions of the work to be performed;

(iii) Documentation showing that no reasonable price can be obtained from LBE firms;

(iv) A statement of why agreements with LBE firms were not reached;

(g) a statement of the reason for rejecting any LBE firm which the contractor deemed to be unqualified; and

(h) documentation of efforts made to assist the LBE firms contacted that needed assistance in obtaining required insurance.

(E) Unless otherwise waived by the Commissioner with the approval of the Office of Economic and Financial Opportunity, failure of a proposed contractor to provide the information required by paragraphs (C) and (D) above may render the bid non-responsive and the Contract may not be awarded to the bidder. If the contractor states that it will subcontract a specific portion of the work, but can demonstrate despite good faith efforts it cannot achieve its required LBE percentage for subcontracted work until after award of Contract, the Contract may be awarded, subject to a letter of compliance from the contractor stating that it will comply with Administrative Code Section 6-108.1 and subject to approval by the Commissioner. If the contractor has not met its required LBE percentage prior to award, the contractor shall demonstrate that a good faith effort has been made subsequent to award to obtain LBEs on each subcontract until 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 in the PASSPort RFx.

39. Comptroller's Certificate

This Contract shall not be binding or of any force unless it is registered by the Comptroller in accordance with Section 328 of the City Charter and the Procurement Policy Board Rules. This Contract shall continue in force only after annual appropriation of funds by the City of New York and certification as hereinabove set forth.

40. Procurement Policy Board Rules

This Invitation For Bids is subject to the Rules of the Procurement Policy Board of the City of New York. In the event of a conflict between said Rules and a provision of this Invitation For Bids, the Rules shall take precedence.

41. DDC Safety Requirements

The DDC Safety Requirements apply to the work to be performed pursuant to the Contract. The DDC Safety Requirements are set forth on the following pages.

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

**January 2020**

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


**I. POLICY ON SITE SAFETY**

**II. PURPOSE**

**III. DEFINITIONS**

**IV. RESPONSIBILITIES**

**V. SAFETY QUESTIONNAIRE**

**VI. SITE SAFETY PLAN**

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

**VIII. EVALUATION DURING WORK IN PROGRESS**

**IX. SAFETY PERFORMANCE EVALUATION**

## I. POLICY ON SITE SAFETY

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

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

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

## II. PURPOSE

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

## III. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and updated annually or as requested by the DDC.

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

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

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

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

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

## IV. RESPONSIBILITIES

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

### A. Resident Engineer

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

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

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

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

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

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

**B. Construction Contractors**

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

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

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

6. Develop a written Job Hazard Analysis (JHA) that identifies safety hazards and control methods for project specific work tasks. A preliminary JHA will be included in the Site Safety Plan submitted by the Contractor. A JHA is a living document that will be re-evaluated and revised to address new hazards and tasks that may develop during the course of the project and will be present at the worksite and produced upon request.
7. Develop project specific safety procedures to protect employees, general public, and property during all construction activities for the duration of the project.
8. Ensure that all employees are aware of the hazards associated with the project through documented formal and informal training and/or other communications. Conduct and document new employee and site-specific safety orientation for all Contractor and subcontractor personnel to review the hazards associated with the project as identified in the Site Safety Plan and the specific safety procedures and controls that will be used to protect workers, the general public and property. The Project Safety Representative will conduct this training prior to mobilization and if necessary during the course of the project. Documentation will be provided to the RE.
9. Prior to performing any work on DDC projects all Contractor's and subcontractor's employees will, at a minimum, have successfully completed, within the previous five calendar years, an OSHA 10-hour construction safety course.

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

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

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

## V. SAFETY QUESTIONNAIRE

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

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

Criteria 1: OSHA Injury and Illness Rates (I&IR) are no greater than the average for the industry (based on the most current Bureau of Labor Statistics data for the Contractors SIC code); and

Criteria 2: Insurance workers compensation Experience Modification Rate (EMR) equal to or less than 1.0; and

Criteria 3: Any willful violations issued by OSHA or NYC DOB within the last three (3) years; and

Criteria 4: A fatality (worker or member of public) and injuries, requiring OSHA notification, experienced on or near Contractor's worksite within the last three (3) years; and

Criteria 5: Past safety performance on DDC projects (accidents; status of site safety plan submittals; etc.)

Criteria 6: OSHA violation history for the last three (3) years;

Criteria 7: Contractor will provide OSHA Injury and Illness Records (currently OSHA 300 and 300A Logs) for the last three (3) years.

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

## VI. SITE SAFETY PLAN

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

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

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

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

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

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

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

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

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

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

## VIII. EVALUATION DURING WORK IN PROGRESS

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

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

## IX. SAFETY PERFORMANCE EVALUATION

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

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

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

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

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

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

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

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

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

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

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

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

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# CITY OF NEW YORK

# STANDARD CONSTRUCTION CONTRACT

**March 2017**

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*CITY OF NEW YORK*
*STANDARD CONSTRUCTION CONTRACT*

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**WITNESSETH:**

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

## CHAPTER I: THE CONTRACT AND DEFINITIONS

### ARTICLE 1. THE CONTRACT

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

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

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The **Contract**;

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

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

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

### ARTICLE 2. DEFINITIONS

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

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

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

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

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

2.1.5 **"City"** shall mean the City of New York.

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

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

2.1.8 **"Comptroller"** shall mean the Comptroller of the City of New York.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## CHAPTER II: THE WORK AND ITS PERFORMANCE

### ARTICLE 3. CHARACTER OF THE WORK

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

### ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

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

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

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

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

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

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

## ARTICLE 5. COMPLIANCE WITH LAWS

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

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

5.3 Noise Control Code provisions.

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

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

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

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

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

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

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

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

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

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

5.4.2 Ultra Low Sulfur Diesel Fuel

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

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

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

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

5.4.2(d) **Contractors** may check on determinations and approvals issued by the DEP Commissioner pursuant to Section 24-163.3 of the Administrative Code, if any, at www.dep.nyc.gov or by contacting the **City Agency** letting this **Contract**.

5.4.2(e) The requirements of this Article 5.4.2 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.

5.4.3 Best Available Technology

5.4.3(a) All **Contractors** shall utilize the best available technology for reducing the emission of pollutants for diesel-powered Nonroad Vehicles in the performance of this **Contract**. For determinations of best available technology for each type of diesel-powered Nonroad Vehicle, **Contractors** shall comply with the regulations of the **City** Department of Environmental Protection, as and when adopted, Chapter 14 of Title 15 of the Rules of the City of New York (RCNY). The **Contractor** shall fully document all steps in the best available technology selection process and shall furnish such documentation to the **City Agency** or the DEP Commissioner upon request. The **Contractor** shall retain all documentation generated in the best available technology selection process for as long as the selected best available technology is in use.

5.4.3(b) No **Contractor** shall be required to replace best available technology for reducing the emission of pollutants or other authorized technology utilized for a diesel-powered Nonroad Vehicle in accordance with the provisions of this Article 5.4.3 within three (3) years of having first utilized such technology for such vehicle.

5.4.3(c) This Article 5.4.3 shall not apply to any vehicle used to satisfy the requirements of a specific Public Works Contract for fewer than twenty (20) **Days**.

5.4.3(d) The **Contractor** shall not be required to comply with this Article 5.4.3 with respect to a diesel-powered Nonroad Vehicle under the following circumstances:

5.4.3(d)(i) Where the **City Agency** makes a written finding, which is approved, in writing, by the DEP Commissioner, that the best available technology for reducing the emission of pollutants as required by this Article 5.4.3 is unavailable for such vehicle, the **Contractor** shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle.

5.4.3(d)(ii) Where the DEP Commissioner has issued a written waiver based upon the **Contractor** having demonstrated to the DEP Commissioner that the use of the best available technology for reducing the emission of pollutants might endanger the operator of such vehicle or those working near such vehicle, due to engine malfunction, the **Contractor** shall use whatever technology for

reducing the emission of pollutants, if any, is available and appropriate for such vehicle, which would not endanger the operator of such vehicle or those working near such vehicle.

5.4.3(d)(iii) In determining which technology to use for the purposes of Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above, the **Contractor** shall primarily consider the reduction in emissions of particulate matter and secondarily consider the reduction in emissions of nitrogen oxides associated with the use of such technology, which shall in no event result in an increase in the emissions of either such pollutant.

5.4.3(d)(iv) The **Contractor** shall submit requests for a finding or a waiver pursuant to this Article 5.4.3(d) in writing to the DEP Commissioner, with a copy to the **ACCO** of the **City Agency** letting this **Contract**. Any finding or waiver made or issued pursuant to Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above shall expire after one hundred eighty (180) **Days**, at which time the requirements of Article 5.4.3(a) shall be in full force and effect unless the **City Agency** renews the finding, in writing, and the DEP Commissioner approves such finding, in writing, or the DEP Commissioner renews the waiver, in writing.

5.4.3(e) The requirements of this Article 5.4.3 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.

5.4.4 Section 24-163 of the Administrative Code. The **Contractor** shall comply with Section 24-163 of the Administrative Code related to the idling of the engines of motor vehicles while parking.

5.4.5 Compliance

5.4.5(a) The **Contractor's** compliance with Article 5.4 may be independently monitored. If it is determined that the **Contractor** has failed to comply with any provision of Article 5.4, any costs associated with any independent monitoring incurred by the **City** shall be reimbursed by the **Contractor**.

5.4.5(b) Any **Contractor** who violates any provision of Article 5.4, except as provided in Article 5.4.5(c) below, shall be liable for a civil penalty between the amounts of one thousand ($1,000) and ten thousand ($10,000) dollars, in addition to twice the amount of money saved by such **Contractor** for failure to comply with Article 5.4.

5.4.5(c) No **Contractor** shall make a false claim with respect to the provisions of Article 5.4 to a **City Agency**. Where a **Contractor** has been found to have done so, such **Contractor** shall be liable for a civil penalty of twenty thousand ($20,000) dollars, in addition to twice the amount of money saved by such **Contractor** in association with having made such false claim.

5.4.6 Reporting

5.4.6(a) For all Public Works Contracts covered by this Article 5.4, the **Contractor** shall report to the **City Agency** the following information:

5.4.6(a)(i) The total number of diesel-powered Nonroad Vehicles used to fulfill the requirements of this Public Works Contract;

5.4.6(a)(ii) The number of such Nonroad Vehicles that were powered by Ultra Low Sulfur Diesel Fuel;

5.4.6(a)(iii) The number of such Nonroad Vehicles that utilized the best available technology for reducing the emission of pollutants, including a breakdown by vehicle model and the type of technology;

5.4.6(a)(iv) The number of such Nonroad Vehicles that utilized such other authorized technology in accordance with Article 5.4.3, including a breakdown by vehicle model and the type of technology used for each such vehicle;

5.4.6(a)(v) The locations where such Nonroad Vehicles were used; and

5.4.6(a)(vi) Where a determination is in effect pursuant to Article 5.4.2(b) or 5.4.2(c), detailed information concerning the **Contractor's** efforts to obtain Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm).

5.4.6(b) The **Contractor** shall submit the information required by Article 5.4.6(a) at the completion of **Work** under the Public Works Contract and on a yearly basis no later than August 1 throughout the term of the Public Works Contract. The yearly report shall cover **Work** performed during the preceding fiscal year (July 1 - June 30).

5.5 Ultra Low Sulfur Diesel Fuel. In accordance with the Coordinated Construction Act for Lower Manhattan, as amended:

5.5.1 Definitions. For purposes of this Article 5.5, the following definitions apply:

5.5.1(a) "Lower Manhattan" means the area to the south of and within the following lines: a line beginning at a point where the United States pierhead line in the Hudson River as it exists now or may be extended would intersect with the southerly line of West Houston Street in the Borough of Manhattan extended, thence easterly along the southerly side of West Houston Street to the southerly side of Houston Street, thence easterly along the southerly side of Houston Street to the southerly side of East Houston Street, thence northeasterly along the southerly side of East Houston Street to the point where it would intersect with the United States pierhead line in the East River as it exists now or may be extended, including tax lots within or immediately adjacent thereto.

5.5.1(b) "Lower Manhattan Redevelopment Project" means any project in Lower Manhattan that is funded in whole or in part with federal or State funding, or any project intended to improve transportation between Lower Manhattan and the two air terminals in the **City** known as LaGuardia Airport and John F. Kennedy International Airport, or between Lower Manhattan and the air terminal in Newark known as Newark Liberty International Airport, and that is funded in whole or in part with federal funding.

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

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

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

5.5.2 Requirements. **Contractors** and **Subcontractors** are required to use only Ultra Low Sulfur Diesel Fuel to power the diesel-powered Nonroad Vehicles with engine HP rating of fifty (50) HP and above used on a Lower Manhattan Redevelopment Project and, where practicable, to reduce the emission of pollutants by retrofitting such Nonroad Vehicles with oxidation catalysts, particulate filters, or technology that achieves lowest particulate matter emissions.

5.6 Pesticides. In accordance with Section 17-1209 of the Administrative Code, to the extent that the **Contractor** or any **Subcontractor** applies pesticides to any property owned or leased by the **City**, the **Contractor,** and any **Subcontractor** shall comply with Chapter 12 of the Administrative Code.

5.7 Waste Treatment, Storage, and Disposal Facilities and Transporters. In connection with the **Work**, the **Contractor** and any **Subcontractor** shall use only those waste treatment, storage, and disposal facilities and waste transporters that possess the requisite license, permit or other governmental approval necessary to treat, store, dispose, or transport the waste, materials or hazardous substances.

5.8 Environmentally Preferable Purchasing. The **Contractor** shall ensure that products purchased or leased by the **Contractor** or any **Subcontractor** for the **Work** that are not specified by the **City** or are submitted as equivalents to a product specified by the **City** comply with the requirements of the New York City Environmentally Preferable Purchasing Program contained in Chapter 11 of Title 43 of the RCNY, pursuant to Chapter 3 of Title 6 of the Administrative Code.

## ARTICLE 6. INSPECTION

6.1 During the progress of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall at all times afford the representatives of the **City** every reasonable, safe, and proper facility for inspecting all **Work** done or being done at the **Site** and also for inspecting the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.

6.2 The **Contractor's** obligation hereunder shall include the uncovering or taking down of finished **Work** and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if **Work** thus exposed proves satisfactory, and if the **Contractor** has complied with Article 6.1, such uncovering or taking down and restoration shall be

considered an item of **Extra Work** to be paid for in accordance with the provisions of Article 26. If the **Work** thus exposed proves unsatisfactory, the **City** has no obligation to compensate the **Contractor** for the uncovering, taking down or restoration.

6.3 Inspection and approval by the **Commissioner**, the **Engineer**, **Project Manager**, or **Resident Engineer**, of finished **Work** or of **Work** being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the **Contractor** of its obligation to perform the **Work** in strict accordance with the **Contract**. Finished or unfinished **Work** not found to be in strict accordance with the **Contract** shall be replaced as directed by the **Engineer**, even though such **Work** may have been previously approved and paid for. Such corrective **Work** is **Contract Work** and shall not be deemed **Extra Work**.

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

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

7.1 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall be under an absolute obligation to protect the finished and unfinished **Work** against any damage, loss, injury, theft and/or vandalism and in the event of such damage, loss, injury, theft and/or vandalism, it shall promptly replace and/or repair such **Work** at the **Contractor's** sole cost and expense, as directed by the **Resident Engineer**. The obligation to deliver finished **Work** in strict accordance with the **Contract** prior to **Final Acceptance** shall be absolute and shall not be affected by the **Resident Engineer's** approval of, or failure to prohibit, the **Means and Methods of Construction** used by the **Contractor**.

7.2 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall take all reasonable precautions to protect all persons and the property of the **City** and of others from damage, loss or injury resulting from the **Contractor's**, and/or its **Subcontractors'** operations under this **Contract.** The **Contractor's** obligation to protect shall include the duty to provide, place or replace, and adequately maintain at or about the **Site** suitable and sufficient protection such as lights, barricades, and enclosures.

7.3 The **Contractor** shall comply with the notification requirements set forth below in the event of any loss, damage or injury to **Work**, persons or property, or any accidents arising out of the operations of the **Contractor** and/or its **Subcontractors** under this **Contract**.

7.3.1 The **Contractor** shall make a full and complete report in writing to the **Resident Engineer** within three (3) **Days** after the occurrence.

7.3.2 The **Contractor** shall also send written notice of any such event to all insurance carriers that issued potentially responsive policies (including commercial general liability insurance carriers for events relating to the **Contractor**'s own employees) no later than twenty (20) days after such event and again no later than twenty (20) days after the initiation of any claim and/or action resulting therefrom. Such notice shall contain the following information: the number of the insurance policy, the name of the Named Insured, the date and location of the incident, and the identity of the persons injured or property damaged. For any policy on which the **City** and/or the **Engineer**, **Architect**, or **Project Manager** are Additional Insureds, such notice shall expressly specify that "this notice is

being given on behalf of the City of New York as Additional Insured, such other Additional Insureds, as well as the Named Insured."

7.3.2(a) Whenever such notice is sent under a policy on which the **City** is an Additional Insured, the **Contractor** shall provide copies of the notice to the **Comptroller,** the **Commissioner** and the **City** Corporation Counsel. The copy to the **Comptroller** shall be sent to the Insurance Unit, NYC Comptroller's Office, 1 Centre Street – Room 1222, New York, New York, 10007. The copy to the **Commissioner** shall be sent to the address set forth in Schedule A of the General Conditions. The copy to the **City** Corporation Counsel shall be sent to Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

7.3.2(b) If the **Contractor** fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the **Contractor** shall indemnify the **City** for all losses, judgments, settlements, and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the **City**.

7.4 To the fullest extent permitted by law, the **Contractor** shall defend, indemnify, and hold the **City**, its employees, and officials (the "Indemnitees") harmless against any and all claims (including but not limited to claims asserted by any employee of the **Contractor** and/or its **Subcontractors**) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the operations of the **Contractor** and/or its **Subcontractors** in the performance of this **Contract** or from the **Contractor's** and/or its **Subcontractors'** failure to comply with any of the provisions of this **Contract** or of the **Law**. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Article 7.4 by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of **Law** or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of **Law**, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis.

7.4.1 Indemnification under Article 7.4 or any other provision of the **Contract** shall operate whether or not **Contractor** or its **Subcontractors** have placed and maintained the insurance specified under Article 22.

7.5 The provisions of this Article 7 shall not be deemed to create any new right of action in favor of third parties against the **Contractor** or the **City**.

## CHAPTER III: TIME PROVISIONS

### ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

8.1 The **Contractor** shall commence the **Work** on the date specified in the **Notice to Proceed** or the **Order to Work**. The time for performance of the **Work** under the **Contract** shall be computed from

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

## ARTICLE 9. PROGRESS SCHEDULES

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

9.1.1 The anticipated time of commencement and completion of each of the various operations to be performed under this **Contract**; and

9.1.2 The sequence and interrelation of each of these operations with the others and with those of other related contracts; and

9.1.3 The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the **Work**, including the anticipated time for obtaining required approvals pursuant to Article 10; and

9.1.4 The estimated amount in dollars the **Contractor** will claim on a monthly basis.

9.2 The proposed schedule shall be revised as directed by the **Engineer**, until finally approved by the **Engineer**, and after such approval, subject to the provisions of Article 11, shall be strictly adhered to by the **Contractor**.

9.3 If the **Contractor** shall fail to adhere to the approved progress schedule, or to the schedule as revised pursuant to Article 11, it shall promptly adopt such other or additional **Means and Methods of Construction**, at its sole cost and expense, as will make up for the time lost and will assure completion in accordance with the approved progress schedule. The approval by the **City** of a progress schedule which is shorter than the time allotted under the **Contract** shall not create any liability for the **City** if the approved progress schedule is not met.

9.4 The **Contractor** will not receive any payments until the proposed progress schedule is submitted.

## ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

10.1 From time to time as the **Work** progresses and in the sequence indicated by the approved progress schedule, the **Contractor** shall submit to the **Engineer** a specific request in writing for each item of information or approval required by the **Contractor**. These requests shall state the latest date upon which the information or approval is actually required by the **Contractor**, and shall be submitted in a reasonable time in advance thereof to provide the **Engineer** a sufficient time to act upon such submissions, or any necessary re-submissions thereof.

10.2 The **Contractor** shall not have any right to an extension of time on account of delays due to the **Contractor's** failure to submit requests for the required information or the required approval in accordance with the above requirements.

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

11.1 After the commencement of any condition which is causing or may cause a delay in completion of the **Work**, including conditions for which the **Contractor** may be entitled to an extension of time, the following notifications and submittals are required:

11.1.1 Within fifteen (15) **Days** after the **Contractor** becomes aware or reasonably should be aware of each such condition, the **Contractor** must notify the **Resident Engineer** or **Engineer**, as directed by the **Commissioner**, in writing of the existence, nature and effect of such condition upon the approved progress schedule and the **Work**, and must state why and in what respects, if any, the condition is causing or may cause a delay. Such notice shall include a description of the construction activities that are or could be affected by the condition and may include any recommendations the **Contractor** may have to address the delay condition and any activities the **Contractor** may take to avoid or minimize the delay.

11.1.2 If the **Contractor** shall claim to be sustaining damages for delay as provided for in this Article 11,within forty-five (45) **Days** from the time such damages are first incurred for each such condition, the **Contractor** shall submit to the **Commissioner** a verified written statement of the details and estimates of the amounts of such damages, including categories of expected damages and projected monthly costs, together with documentary evidence of such damages as the **Contractor** may have at the time of submission ("statement of delay damages"), as further detailed in Article 11.6. The **Contractor** may submit the above statement within such additional time as may be granted by the **Commissioner** in writing upon written request therefor.

11.1.3 Articles 11.1.1 and 11.1.2 do not relieve the **Contractor** of its obligation to comply with the provisions of Article 44.

11.2 Failure of the **Contractor** to strictly comply with the requirements of Article 11.1.1 may, in the discretion of the **Commissioner**, be deemed sufficient cause to deny any extension of time on account of delay arising out of such condition. Failure of the **Contractor** to strictly comply with the requirements of both Articles 11.1.1 and 11.1.2 shall be deemed a conclusive waiver by the **Contractor** of any and all claims for damages for delay arising from such condition and no right to recover on such claims shall exist.

11.3 When appropriate and directed by the **Engineer**, the progress schedule shall be revised by the **Contractor** until finally approved by the **Engineer**. The revised progress schedule must be strictly adhered to by the **Contractor**.

11.4 Compensable Delays

11.4.1 The **Contractor** agrees to make claim only for additional costs attributable to delay in the performance of this **Contract** necessarily extending the time for completion of the **Work** or resulting from acceleration directed by the **Commissioner** and required to maintain the progress schedule, occasioned solely by any act or omission to act of the **City** listed below. The **Contractor** also agrees that delay from any other cause shall be

compensated, if at all, solely by an extension of time to complete the performance of the **Work**.

11.4.1.1 The failure of the **City** to take reasonable measures to coordinate and progress the **Work** to the extent required by the **Contract**, except that the City shall not be responsible for the **Contractor's** obligation to coordinate and progress the **Work** of its **Subcontractors**.

11.4.1.2 Unreasonable delays attributable to the review of shop drawings, the issuance of change orders, or the cumulative impact of change orders that were not brought about by any act or omission of the **Contractor**.

11.4.1.3 The unavailability of the **Site** caused by acts or omissions of the **City**..

11.4.1.4 The issuance by the **Engineer** of a stop work order that was not brought about through any act or omission of the **Contractor**.

11.4.1.5 Differing site conditions or environmental hazards that were neither known nor reasonably ascertainable on a pre-bid inspection of the **Site** or review of the bid documents or other publicly available sources, and that are not ordinarily encountered in the **Project**'s geographical area or neighborhood or in the type of **Work** to be performed.

11.4.1.6 Delays caused by the **City's** bad faith or its willful, malicious, or grossly negligent conduct;

11.4.1.7 Delays not contemplated by the parties;

11.4.1.8 Delays so unreasonable that they constitute an intentional abandonment of the **Contract** by the **City**; and

11.4.1.9 Delays resulting from the **City's** breach of a fundamental obligation of the **Contract**.

11.4.2 No claim may be made for any alleged delay in **Substantial Completion** of the **Work** if the **Work** will be or is substantially completed by the date of **Substantial Completion** provided for in Schedule A unless acceleration has been directed by the **Commissioner** to meet the date of **Substantial Completion** set forth in Schedule A, or unless there is a provision in the **Contract** providing for additional compensation for early completion.

11.4.3 The provisions of this Article 11 apply only to claims for additional costs attributable to delay and do not preclude determinations by the **Commissioner** allowing reimbursements for additional costs for **Extra Work** pursuant to Articles 25 and 26 of this **Contract**. To the extent that any cost attributable to delay is reimbursed as part of a change order, no additional claim for compensation under this Article 11 shall be allowed.

11.5 Non-Compensable Delays. The **Contractor** agrees to make no claim for, and is deemed to have included in its bid prices for the various items of the **Contract**, the extra/additional costs attributable to any delays caused by or attributable to the items set forth below. For such items, the **Contractor** shall be compensated, if at all, solely by an extension of time to complete the performance of the **Work**, in accordance with the provisions of Article 13. Such extensions of time will be granted, if at all, pursuant to the grounds set forth in Article 13.3.

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

11.5.2 Any situation which was within the contemplation of the parties at the time of entering into the **Contract**, including any delay indicated or disclosed in the **Contract Documents** or that would be generally recognized by a reasonably prudent contractor as related to the nature of the **Work**, and/or the existence of any facility or appurtenance owned, operated or maintained by any third party, as indicated or disclosed in the **Contract Documents** or ordinarily encountered or generally recognized as related to the nature of the **Work**;

11.5.3 Restraining orders, injunctions or judgments issued by a court which were caused by a Contractor's submission, action or inaction or by a Contractor's **Means and Methods of Construction**, or by third parties, unless such order, injunction or judgment was the result of an act or omission by the **City**;

11.5.4 Any labor boycott, strike, picketing, lockout or similar situation;

11.5.5 Any shortages of supplies or materials, or unavailability of equipment, required by the **Contract Work**;

11.5.6 Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God, or acts of war or of the public enemy or terrorist acts, including the **City's** reasonable responses thereto; and

11.5.7 **Extra Work** which does not significantly affect the overall completion of the **Contract**, reasonable delays in the review or issuance of change orders or field orders and/or in shop drawing reviews or approvals.

11.6 Required Content of Submission of Statement of Delay Damages

11.6.1 In the verified written statement of delay damages required by Article 11.1.2, the following information shall be provided by the **Contractor**:

11.6.1.1 For each delay, the start and end dates of the claimed periods of delay and, in addition, a description of the operations that were delayed, an explanation of how they were delayed, and the reasons for the delay, including identifying the applicable act or omission of the City listed in Article 11.4.

11.6.1.2 A detailed factual statement of the claim providing all necessary dates, locations and items of **Work** affected by the claim.

11.6.1.3 The estimated amount of additional compensation sought and a breakdown of that amount into categories as described in Article 11.7.

11.6.1.4 Any additional information requested by the **Commissioner**.

11.7 Recoverable Costs

11.7.1 Delay damages may be recoverable for the following costs actually and necessarily incurred in the performance of the **Work**:

11.7.1.1 Direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits, based on time and materials records;

11.7.1.2 Necessary materials (including transportation to the **Site**), based on time and material records;

11.7.1.3 Reasonable rental value of necessary plant and equipment other than small tools, plus fuel/energy costs according to the applicable formula set forth in Articles 26.2.4 and/or 26.2.8, based on time and material records;

11.7.1.4 Additional insurance and bond costs;

11.7.1.5 Extended **Site** overhead, field office rental, salaries of field office staff, on-site project managers and superintendents, field office staff vehicles, **Project-**specific storage, field office utilities and telephone, and field office consumables;

11.7.1.6 Labor escalation costs based on actual costs;

11.7.1.7 Materials and equipment escalation costs based on applicable industry indices unless documentation of actual increased cost is provided;

11.7.1.8 Additional material and equipment storage costs based on actual documented costs and additional costs necessitated by extended manufacturer warranty periods; and

11.7.1.9 Extended home office overhead calculated based on the following formula:

(1) Subtract from the original **Contract** amount the amount earned by original contractual **Substantial Completion** date (not including change orders);

(2) Remove 15% overhead and profit from the calculation in item (1) by dividing the results of item (1) by 1.15;

(3) Multiply the result of item (2) by 7.25% for the total home office overhead;

(4) Multiply the result of item (3) by 7.25% for the total profit; and

(5) The total extended home office overhead will be the total of items (3) and (4).

11.7.2 Recoverable Subcontractor Costs. When the **Work** is performed by a **Subcontractor**, the **Contractor** may be paid the actual and necessary costs of such subcontracted **Work** as outlined above in Articles 11.7.1.1 through 11.7.1.8, and an additional overhead of 5% of the costs outlined in Articles 11.7.1.1 through 11.7.1.3.

11.7.3 Non-Recoverable Costs. The parties agree that the **City** will have no liability for the following items and the **Contractor** agrees it shall make no claim for the following items:

11.7.3.1 Profit, or loss of anticipated or unanticipated profit, except as provided in Article 11.7.1.9;

11.7.3.2 Consequential damages, including, but not limited to, construction or bridge loans or interest paid on such loans, loss of bonding capacity, bidding opportunities, or interest in investment, or any resulting insolvency;

11.7.3.3 Indirect costs or expenses of any nature except those included in Article 11.7.1;

11.7.3.4 Direct or indirect costs attributable to performance of **Work** where the **Contractor**, because of situations or conditions within its control, has not progressed the **Work** in a satisfactory manner; and

11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.

11.8 Any claims for delay under this Article 11 are not subject to the jurisdiction of the Contract Dispute Resolution Board pursuant to the dispute resolution process set forth in Article 27.

11.9 Any compensation provided to the **Contractor** in accordance with this Article 11 will be made pursuant to a claim filed with the **Comptroller**. Nothing in this Article 11 extends the time for the **Contractor** to file an action with respect to a claim within six months after **Substantial Completion** pursuant to Article 56.

## ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

12.1 During the progress of the **Work**, **Other Contractors** may be engaged in performing other work or may be awarded other contracts for additional work on this **Project**. In that event, the **Contractor** shall coordinate the **Work** to be done hereunder with the work of such **Other Contractors** and the **Contractor** shall fully cooperate with such **Other Contractors** and carefully fit its own **Work** to that provided under other contracts as may be directed by the **Engineer**. The **Contractor** shall not commit or permit any act which will interfere with the performance of work by any **Other Contractors**.

12.2 If the **Engineer** determines that the **Contractor** is failing to coordinate its **Work** with the work of **Other Contractors** as the **Engineer** has directed, then the **Commissioner** shall have the right to withhold any payments otherwise due hereunder until the **Contractor** completely complies with the **Engineer's** directions.

12.3 The **Contractor** shall notify the **Engineer** in writing if any **Other Contractor** on this **Project** is failing to coordinate its work with the **Work** of this **Contract**. If the **Engineer** finds such charges to be true, the **Engineer** shall promptly issue such directions to the **Other Contractor** with respect thereto as the situation may require. The **City** shall not, however, be liable for any damages suffered by any **Other Contractor's** failure to coordinate its work with the **Work** of this **Contract** or by reason of the **Other Contractor's** failure to promptly comply with the directions so issued by the **Engineer**, or by reason of any **Other Contractor's** default in performance, it being understood that the **City** does not guarantee the responsibility or continued efficiency of any contractor. The **Contractor** agrees to make no claim against the **City** for any damages relating to or arising out of any directions issued by the **Engineer** pursuant to this Article 12 (including but not limited to the failure of any **Other Contractor** to comply or promptly comply with such directions), or the failure of any **Other Contractor** to coordinate its work, or the default in performance of any **Other Contractor**.

12.4 The **Contractor** shall indemnify and hold the **City** harmless from any and all claims or judgments for damages and from costs and expenses to which the **City** may be subjected or which it may suffer or incur by reason of the **Contractor's** failure to comply with the **Engineer's** directions promptly; and the **Comptroller** shall have the right to exercise the powers reserved in Article 23 with respect to any claims which may be made for damages due to the **Contractor's** failure to comply with the **Engineer's** directions promptly. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.5 Should the **Contractor** sustain any damage through any act or omission of any **Other Contractor** having a contract with the **City** for the performance of work upon the **Site** or of work which may be necessary to be performed for the proper prosecution of the **Work** to be performed hereunder, or through any act or omission of a subcontractor of such **Other Contractor**, the **Contractor** shall have no claim against the **City** for such damage, but shall have a right to recover such damage from the **Other**

**Contractor** under the provision similar to the following provisions which apply to this **Contract** and have been or will be inserted in the contracts with such **Other Contractors**:

12.5.1 Should any **Other Contractor** having or who shall hereafter have a contract with the **City** for the performance of work upon the **Site** sustain any damage through any act or omission of the **Contractor** hereunder or through any act or omission of any **Subcontractor** of the **Contractor**, the **Contractor** agrees to reimburse such **Other Contractor** for all such damages and to defend at its own expense any action based upon such claim and if any judgment or claim (even if the allegations of the action are without merit) against the **City** shall be allowed the **Contractor** shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and agrees to indemnify and hold the **City** harmless from all such claims. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.6 The **City's** right to indemnification hereunder shall in no way be diminished, waived or discharged by its recourse to assessment of liquidated damages as provided in Article 15, or by the exercise of any other remedy provided for by **Contract** or by **Law**.

## ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

13.1 If performance by the **Contractor** is delayed for a reason set forth in Article 13.3, the **Contractor** may be allowed a reasonable extension of time in conformance with this Article 13 and the **PPB** Rules.

13.2 Any extension of time may be granted only by the **ACCO** or by the Board for the Extension of Time (hereafter "Board") (as set forth below) upon written application by the **Contractor**.

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

13.3.1 By the acts or omissions of the **City**, its officials, agents or employees; or

13.3.2 By the act or omissions of **Other Contractors** on this **Project**; or

13.3.3 By supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the **Contractor**).

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

13.4 The **Contractor** shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the **Work** as determined by the **ACCO** or the Board, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the **Contractor** or of its **Subcontractors** or **Materialmen**, and would of itself (irrespective

of the concurrent causes) have delayed the **Work**, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

13.5 The determination made by the **ACCO** or the Board on an application for an extension of time shall be binding and conclusive on the **Contractor**.

13.6 The **ACCO** or the Board acting entirely within their discretion may grant an application for an extension of time for causes of delay other than those herein referred.

13.7 Permitting the **Contractor** to continue with the **Work** after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the **Contractor** after such time, shall in no way operate as a waiver on the part of the **City** of any of its rights under this **Contract**.

13.8 Application for Extension of Time:

13.8.1 Before the **Contractor's** time extension request will be considered, the **Contractor** shall notify the **ACCO** of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the **ACCO** identifying:

13.8.1(a) The **Contractor**; the registration number; and **Project** description;

13.8.1(b) Liquidated damage assessment rate, as specified in the **Contract**;

13.8.1(c) Original total bid price;

13.8.1(d) The original **Contract** start date and completion date;

13.8.1(e) Any previous time extensions granted (number and duration); and

13.8.1(f) The extension of time requested.

13.8.2 In addition, the application for extension of time shall set forth in detail:

13.8.2(a) The nature of each alleged cause of delay in completing the **Work**;

13.8.2(b) The date upon which each such cause of delay began and ended and the number of **Days** attributable to each such cause;

13.8.2(c) A statement that the **Contractor** waives all claims except for those delineated in the application, and the particulars of any claims which the **Contractor** does not agree to waive. For time extensions for **Substantial Completion** and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and

13.8.2(d) A statement indicating the **Contractor's** understanding that the time extension is granted only for purposes of permitting continuation of **Contract** performance and payment for **Work** performed and that the **City** retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

13.9 Analysis and Approval of Time Extensions:

13.9.1 For time extensions for partial payments, a written determination shall be made by the **ACCO** who may, for good and sufficient cause, extend the time for the performance of the **Contract** as follows:

13.9.1(a) If the **Work** is to be completed within six (6) months, the time for performance may be extended for sixty (60) **Days**;

13.9.1(b) If the **Work** is to be completed within less than one (1) year but more than six (6) months, an extension of ninety (90) **Days** may be granted;

13.9.1(c) If the **Contract** period exceeds one (1) year, besides the extension granted in Article 13.9.1(b), an additional thirty (30) **Days** may be granted for each multiple of six (6) months involved beyond the one (1) year period; or

13.9.1(d) If exceptional circumstances exist, the **ACCO** may extend the time for performance beyond the extensions in Articles 13.9.1(a), 13.9.1(b), and 13.9.1(c). In that event, the **ACCO** shall file with the Mayor's Office of Contract Services a written explanation of the exceptional circumstances.

13.9.2 For extensions of time for **Substantial Completion** and final completion payments, the **Engineer**, in consultation with the **ACCO**, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of this **Contract**). The report shall be subject to review by and approval of the Board, which shall have authority to question its analysis and determinations and request additional facts or documentation. The report as reviewed and made final by the Board shall be made a part of the **Agency** contract file. Neither the report itself nor anything contained therein shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

13.9.3 Approval Mechanism for Time Extensions for **Substantial Completion** or Final Completion Payments: An extension shall be granted only with the approval of the Board which is comprised of the **ACCO** of the **Agency**, the **City** Corporation Counsel, and the **Comptroller**, or their authorized representatives.

13.9.4 Neither the granting of any application for an extension of time to the **Contractor** or any **Other Contractor** on this **Project** nor the papers, records or reports related to any application for or grant of an extension of time or determination related thereto shall be referred to or offered in evidence by the **Contractor** or its attorneys in any action or proceeding.

13.10 No Damage for Delay: The **Contractor** agrees to make no claim for damages for delay in the performance of this **Contract** occasioned by any act or omission to act of the **City** or any of its representatives, except as provided for in Article 11.

## ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

14.1 Date for **Substantial Completion**: The **Contractor** shall substantially complete the **Work** within the time fixed in Schedule A of the General Conditions, or within the time to which such **Substantial Completion** may be extended.

14.2 Determining the Date of **Substantial Completion**: The **Work** will be deemed to be substantially complete when the two conditions set forth below have been met.

14.2.1 Inspection: The **Engineer** or **Resident Engineer**, as applicable, has inspected the **Work** and has made a written determination that it is substantially complete.

14.2.2 Approval of **Final Approved Punch List** and Date for **Final Acceptance**: Following inspection of the **Work**, the **Engineer/Resident Engineer** shall furnish the **Contractor** with a final punch list, specifying all items of **Work** to be completed and proposing dates for the completion of each specified item of **Work**. The **Contractor** shall then submit in writing to the **Engineer/Resident Engineer** within ten (10) **Days** of the **Engineer/Resident Engineer** furnishing the final punch list either acceptance of the dates or proposed alternative dates for the completion of each specified item of **Work**. If the **Contractor** neither accepts the dates nor proposes alternative dates within ten (10) **Days**, the schedule proposed by the **Engineer/Resident Engineer** shall be deemed accepted. If the **Contractor** proposes alternative dates, then, within a reasonable time after receipt, the **Engineer/Resident Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, the **Engineer/Resident Engineer** shall establish dates for the completion of each item of **Work**. The latest completion date specified shall be the date for **Final Acceptance** of the **Work**.

14.3 Date of **Substantial Completion**. The date of approval of the **Final Approved Punch List**, shall be the date of **Substantial Completion**. The date of approval of the **Final Approved Punch List** shall be either (a) if the **Contractor** approves the final punch list and proposed dates for completion furnished by the **Engineer/Resident Engineer**, the date of the **Contractor**'s approval; or (b) if the **Contractor** neither accepts the dates nor proposes alternative dates, ten (10) **Days** after the **Engineer/Resident Engineer** furnishes the **Contractor** with a final punch list and proposed dates for completion; or (c) if the **Contractor** proposes alternative dates, the date that the **Engineer/Resident Engineer** sends written notification to the **Contractor** either approving the **Contractor**'s proposed alternative dates or establishing dates for the completion for each item of **Work**.

14.4 Determining the Date of **Final Acceptance**: The **Work** will be accepted as final and complete as of the date of the **Engineer**'s/**Resident Engineer**'s inspection if, upon such inspection, the **Engineer/Resident Engineer** finds that all items on the **Final Approved Punch List** are complete and no further **Work** remains to be done. The **Commissioner** will then issue a written determination of **Final Acceptance**.

14.5 Request for Inspection: Inspection of the **Work** by the **Engineer/Resident Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within fourteen (14) **Days** after receipt of the **Contractor's** written request therefor.

14.6 Request for Re-inspection: If upon inspection for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer/Resident Engineer** determines that there are items of **Work** still to be performed, the **Contractor** shall promptly perform them and then request a re-inspection. If upon re-inspection, the **Engineer/Resident Engineer** determines that the **Work** is substantially complete or finally accepted, the date of such re-inspection shall be the date of **Substantial Completion** or **Final Acceptance**. Re-inspection by the **Engineer/Resident Engineer** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.7 Initiation of Inspection by the **Engineer/Resident Engineer**: If the **Contractor** does not request inspection or re-inspection of the **Work** for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer/Resident Engineer** may initiate such inspection or re-inspection.

## ARTICLE 15. LIQUIDATED DAMAGES

15.1 In the event the **Contractor** fails to substantially complete the **Work** within the time fixed for such **Substantial Completion** in Schedule A of the General Conditions, plus authorized time extensions, or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the sum fixed in Schedule A of the General Conditions, for each and every **Day** that the time consumed in substantially completing the **Work** exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the **City** will suffer by reason of delay in the **Substantial Completion** of the **Work** hereunder, is hereby fixed and agreed as the liquidated damages that the **City** will suffer by reason of such delay, and not as a penalty. This Article 15 shall also apply to the **Contractor** whether or not the **Contractor** is defaulted pursuant to Chapter X of this **Contract**. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

15.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the **City's** right to indemnification, or the **Contractor's** obligation to indemnify the **City**, or to any other remedy provided for in this **Contract** or by **Law**.

15.3 The **Commissioner** may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the **City**, the **Contractor** shall be liable to pay the difference.

## ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

16.1 Unless otherwise provided for in the **Specifications**, the **Commissioner** may take over, use, occupy or operate any part of the **Work** at any time prior to **Final Acceptance**, upon written notification to the **Contractor**. The **Engineer** or **Resident Engineer**, as applicable, shall inspect the part of the **Work** to be taken over, used, occupied, or operated, and will furnish the **Contractor** with a written statement of the **Work**, if any, which remains to be performed on such part. The **Contractor** shall not object to, nor interfere with, the **Commissioner's** decision to exercise the rights granted by Article 16. In the event the **Commissioner** takes over, uses, occupies, or operates any part of the **Work:**

16.1.1 the **Engineer/Resident Engineer** shall issue a written determination of **Substantial Completion** with respect to such part of the **Work**;

16.1.2 the **Contractor** shall be relieved of its absolute obligation to protect such part of the unfinished **Work** in accordance with Article 7;

16.1.3 the **Contractor's** guarantee on such part of the **Work** shall begin on the date of such use by the **City**; and;

16.1.4 the **Contractor** shall be entitled to a return of so much of the amount retained in accordance with Article 21 as it relates to such part of the **Work**, except so much thereof as may be retained under Articles 24 and 44.

## CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS

### ARTICLE 17. SUBCONTRACTS

17.1 The **Contractor** shall not make subcontracts totaling an amount more than the percentage of the total **Contract** price fixed in Schedule A of the General Conditions, without prior written permission from the **Commissioner**. All subcontracts made by the **Contractor** shall be in writing. No **Work** may be performed by a **Subcontractor** prior to the **Contractor** entering into a written subcontract with the **Subcontractor** and complying with the provisions of this Article 17.

17.2 Before making any subcontracts, the **Contractor** shall submit a written statement to the **Commissioner** giving the name and address of the proposed **Subcontractor**; the portion of the **Work** and materials which it is to perform and furnish; the cost of the subcontract; the VENDEX questionnaire if required; the proposed subcontract if requested by the **Commissioner**; and any other information tending to prove that the proposed **Subcontractor** has the necessary facilities, skill, integrity, past experience, and financial resources to perform the **Work** in accordance with the terms and conditions of this **Contract**.

17.3 In addition to the requirements in Article 17.2, **Contractor** is required to list the **Subcontractor** in the web based Subcontractor Reporting System through the City's Payee Information Portal (PIP), available at www.nyc.gov/pip.[1] For each **Subcontractor** listed, **Contractor** is required to provide the following information: maximum contract value, description of **Subcontractor's** Work, start and end date of the subcontract and identification of the **Subcontractor**'s industry. Thereafter, **Contractor** will be required to report in the system the payments made to each **Subcontractor** within 30 days of making the payment. If any of the required information changes throughout the Term of the **Contract**, **Contractor** will be required to revise the information in the system.

Failure of the **Contractor** to list a **Subcontractor** and/or to report **Subcontractor** payments in a timely fashion may result in the **Commissioner** declaring the **Contractor** in default of the **Contract** and will subject **Contractor** to liquidated damages in the amount of $100 per day for each day that the **Contractor** fails to identify a **Subcontractor** along with the required information about the **Subcontractor** and/or fails to report payments to a **Subcontractor**, beyond the time frames set forth herein or in the notice from the **City**. Article 15 shall govern the issue of liquidated damages.

17.4 If an approved **Subcontractor** elects to subcontract any portion of its subcontract, the proposed sub-subcontract shall be submitted in the same manner as directed above.

17.5 The **Commissioner** will notify the **Contractor** in writing whether the proposed **Subcontractor** is approved. If the proposed **Subcontractor** is not approved, the **Contractor** may submit another proposed **Subcontractor** unless the **Contractor** decides to do the **Work**. No **Subcontractor** shall be permitted to enter or perform any work on the **Site** unless approved.

17.6 Before entering into any subcontract hereunder, the **Contractor** shall provide the proposed **Subcontractor** with a complete copy of this document and inform the proposed **Subcontractor** fully and completely of all provisions and requirements of this **Contract** relating either directly or indirectly to the **Work** to be performed and the materials to be furnished under such subcontract, and every such

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

**Subcontractor** shall expressly stipulate that all labor performed and materials furnished by the **Subcontractor** shall strictly comply with the requirements of this **Contract**.

17.7 Documents given to a prospective **Subcontractor** for the purpose of soliciting the **Subcontractor's** bid shall include either a copy of the bid cover or a separate information sheet setting forth the **Project** name, the **Contract** number (if available), the **Agency** (as noted in Article 2.1.6), and the **Project's** location.

17.8 The **Commissioner's** approval of a **Subcontractor** shall not relieve the **Contractor** of any of its responsibilities, duties, and liabilities hereunder. The **Contractor** shall be solely responsible to the **City** for the acts or defaults of its **Subcontractor** and of such **Subcontractor's** officers, agents, and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the **Contractor** to the extent of its subcontract.

17.9 If the **Subcontractor** fails to maintain the necessary facilities, skill, integrity, past experience, and financial resources (other than due to the **Contractor's** failure to make payments where required) to perform the **Work** in accordance with the terms and conditions of this **Contract**, the **Contractor** shall promptly notify the **Commissioner** and replace such **Subcontractor** with a newly approved **Subcontractor** in accordance with this Article 17.

17.10 The **Contractor** shall be responsible for ensuring that all **Subcontractors** performing **Work** at the **Site** maintain all insurance required by **Law**.

17.11 The **Contractor** shall promptly, upon request, file with the **Engineer** a conformed copy of the subcontract and its cost. The subcontract shall provide the following:

17.11.1 Payment to **Subcontractors**: The agreement between the **Contractor** and its **Subcontractor** shall contain the same terms and conditions as to method of payment for **Work**, labor, and materials, and as to retained percentages, as are contained in this **Contract**.

17.11.2 Prevailing Rate of Wages: The agreement between the **Contractor** and its **Subcontractor** shall include the prevailing wage rates and supplemental benefits to be paid in accordance with Labor Law Section 220.

17.11.3 Section 6-123 of the Administrative Code: Pursuant to the requirements of Section 6-123 of the Administrative Code, every agreement between the **Contractor** and a **Subcontractor** in excess of fifty thousand ($50,000) dollars shall include a provision that the **Subcontractor** shall not engage in any unlawful discriminatory practice as defined in Title VIII of the Administrative Code (Section 8-101 *et seq.*).

17.11.4 All requirements required pursuant to federal and/or state grant agreement(s), if applicable to the **Work**.

17.12 The **Commissioner** may deduct from the amounts certified under this **Contract** to be due to the **Contractor**, the sum or sums due and owing from the **Contractor** to the **Subcontractors** according to the terms of the said subcontracts, and in case of dispute between the **Contractor** and its **Subcontractor**, or **Subcontractors**, as to the amount due and owing, the **Commissioner** may deduct and withhold from the amounts certified under this **Contract** to be due to the **Contractor** such sum or sums as may be claimed by such **Subcontractor**, or **Subcontractors**, in a sworn affidavit, to be due and owing until such time as such claim or claims shall have been finally resolved.

17.13 On contracts where performance bonds and payment bonds are executed, the **Contractor** shall include on each requisition for payment the following data: **Subcontractor's** name, value of the subcontract, total amount previously paid to **Subcontractor** for **Work** previously requisitioned, and the amount, including retainage, to be paid to the **Subcontractor** for **Work** included in the requisition.

17.14 On **Contracts** where performance bonds and payment bonds are not executed, the **Contractor** shall include with each requisition for payment submitted hereunder, a signed statement from each and every **Subcontractor** and/or **Materialman** for whom payment is requested in such requisition. Such signed statement shall be on the letterhead of the **Subcontractor** and/or **Materialman** for whom payment is requested and shall (i) verify that such **Subcontractor** and/or **Materialman** has been paid in full for all **Work** performed and/or material supplied to date, exclusive of any amount retained and any amount included on the current requisition, and (ii) state the total amount of retainage to date, exclusive of any amount retained on the current requisition.

## ARTICLE 18. ASSIGNMENTS

18.1 The **Contractor** shall not assign, transfer, convey or otherwise dispose of this **Contract**, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise any of the monies due or to become due under this **Contract**, unless the previous written consent of the **Commissioner** shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.

18.2 Such assignment, transfer, conveyance or other disposition of this **Contract** shall not be valid until filed in the office of the **Commissioner** and the **Comptroller**, with the written consent of the **Commissioner** endorsed thereon or attached thereto.

18.3 Failure to obtain the previous written consent of the **Commissioner** to such an assignment, transfer, conveyance or other disposition, may result in the revocation and annulment of this **Contract**. The **City** shall thereupon be relieved and discharged from any further liability to the **Contractor**, its assignees, transferees or sublessees, who shall forfeit and lose all monies therefor earned under the **Contract**, except so much as may be required to pay the **Contractor's** employees.

18.4 The provisions of this clause shall not hinder, prevent, or affect an assignment by the **Contractor** for the benefit of its creditors made pursuant to the **Laws** of the State of New York.

18.5 This **Contract** may be assigned by the **City** to any corporation, agency or instrumentality having authority to accept such assignment.

# CHAPTER V: CONTRACTOR'S SECURITY AND GUARANTEE

## ARTICLE 19. SECURITY DEPOSIT

19.1 If performance and payment bonds are required, the **City** shall retain the bid security to ensure that the successful bidder executes the **Contract** and furnishes the required payment and performance security within ten (10) **Days** after notice of the award of the **Contract**. If the successful bidder fails to execute the **Contract** and furnish the required payment and performance security, the **City** shall retain such bid security as set forth in the Information for Bidders. If the successful bidder executes the

**Contract** and furnishes the required payment and performance security, the **City** shall return the bid security within a reasonable time after the furnishing of such bonds and execution of the **Contract** by the **City**.

19.2 If performance and payment bonds are not required, the bid security shall be retained by the **City** as security for the **Contractor**'s faithful performance of the **Contract**. If partial payments are provided, the bid security will be returned to the **Contractor** after the sum retained under Article 21 equals the amount of the bid security, subject to other provisions of this **Contract**. If partial payments are not provided, the bid security will be released when final payment is certified by the **City** for payment.

19.3 If the **Contractor** is declared in default under Article 48 prior to the return of the deposit, or if any claim is made such as referred to in Article 23, the amount of such deposit, or so much thereof as the **Comptroller** may deem necessary, may be retained and then applied by the **Comptroller**:

19.3.1 To compensate the **City** for any expense, loss or damage suffered or incurred by reason of or resulting from such default, including the cost of re-letting and liquidated damages; or

19.3.2 To indemnify the **City** against any and all claims.

## ARTICLE 20. PAYMENT GUARANTEE

20.1 On **Contracts** where one hundred (100%) percent performance bonds and payment bonds are executed, this Article 20 does not apply.

20.2 In the event the terms of this **Contract** do not require the **Contractor** to provide a payment bond or where the **Contract** does not require a payment bond for one hundred (100%) percent of the **Contract** price, the **City** shall, in accordance with the terms of this Article 20, guarantee payment of all lawful claims for:

20.2.1 Wages and compensation for labor performed and/or services rendered; and

20.2.2 Materials, equipment, and supplies provided, whether incorporated into the **Work** or not, when demands have been filed with the **City** as provided hereinafter by any person, firm, or corporation which furnished labor, material, equipment, supplies, or any combination thereof, in connection with the **Work** performed hereunder (hereinafter referred to as the "beneficiary") at the direction of the **City** or the **Contractor**.

20.3 The provisions of Article 20.2 are subject to the following limitations and conditions:

20.3.1 If the **Contractor** provides a payment bond for a value that is less than one hundred (100%) percent of the value of the **Contract Work**, the payment bond provided by the **Contractor** shall be primary (and non-contributing) to the payment guarantee provided under this Article 20.

20.3.2 The guarantee is made for the benefit of all beneficiaries as defined in Article 20.2 provided that those beneficiaries strictly adhere to the terms and conditions of Article 20.3.4 and 20.3.5.

20.3.3 Nothing in this Article 20 shall prevent a beneficiary providing labor, services or material for the **Work** from suing the **Contractor** for any amounts due and owing the beneficiary by the **Contractor**.

20.3.4 Every person who has furnished labor or material, to the **Contractor** or to a **Subcontractor** of the **Contractor**, in the prosecution of the **Work** and who has not been paid in full therefor before the expiration of a period of ninety (90) **Days** after the date on which the last of the labor was performed or material was furnished by him/her for which the claim is made, shall have the right to sue on this payment guarantee in his/her own name for the amount, or the balance thereof, unpaid at the time of commencement of the action; provided, however, that a person having a direct contractual relationship with a **Subcontractor** of the **Contractor** but no contractual relationship express or implied with the **Contractor** shall not have a right of action upon the guarantee unless he/she shall have given written notice to the **Contractor** within one hundred twenty (120) **Days** from the date on which the last of the labor was performed or the last of the material was furnished, for which his/her claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or for whom the labor was performed. The notice shall be served by delivering the same personally to the **Contractor** or by mailing the same by registered mail, postage prepaid, in an envelope addressed to the **Contractor** at any place where it maintains an office or conducts its business; provided, however, that where such notice is actually received by the **Contractor** by other means, such notice shall be deemed sufficient.

20.3.5 Except as provided in Labor Law Section 220-g, no action on this payment guarantee shall be commenced after the expiration of the one-year limitations period set forth in Section 137(4)(b) of the State Finance Law.

20.3.6 The **Contractor** shall promptly forward to the **City** any notice or demand received pursuant to Article 20.3.4. The **Contractor** shall inform the **City** of any defenses to the notice or demand and shall forward to the **City** any documents the **City** requests concerning the notice or demand.

20.3.7 All demands made against the **City** by a beneficiary of this payment guarantee shall be presented to the **Engineer** along with all written documentation concerning the demand which the **Engineer** deems reasonably appropriate or necessary, which may include, but shall not be limited to: the subcontract; any invoices presented to the **Contractor** for payment; the notarized statement of the beneficiary that the demand is due and payable, that a request for payment has been made of the **Contractor** and that the demand has not been paid by the **Contractor** within the time allowed for such payment by the subcontract; and copies of any correspondence between the beneficiary and the **Contractor** concerning such demand. The **City** shall notify the **Contractor** that a demand has been made. The **Contractor** shall inform the **City** of any defenses to the demand and shall forward to the **City** any documents the **City** requests concerning the demand.

20.3.8 The **City** shall make payment only if, after considering all defenses presented by the **Contractor**, it determines that the payment is due and owing to the beneficiary making the demand.

20.3.9 No beneficiary shall be entitled to interest from the **City**, or to any other costs, including, but not limited to, attorneys' fees, except to the extent required by State Finance Law Section 137.

20.4 Upon the receipt by the **City** of a demand pursuant to this Article 20, the **City** may withhold from any payment otherwise due and owing to the **Contractor** under this **Contract** an amount sufficient to satisfy the demand.

20.4.1 In the event the **City** determines that the demand is valid, the **City** shall notify the **Contractor** of such determination and the amount thereof and direct the **Contractor** to immediately pay such amount to the beneficiary. In the event the **Contractor**, within seven (7) **Days** of receipt of such notification from the **City**, fails to pay the beneficiary, such failure shall constitute an automatic and irrevocable assignment of payment by the **Contractor** to the beneficiary for the amount of the demand determined by the **City** to be valid. The **Contractor**, without further notification or other process, hereby gives its unconditional consent to such assignment of payment to the beneficiary and authorizes the **City**, on its behalf, to take all necessary actions to implement such assignment of payment, including without limitation the execution of any instrument or documentation necessary to effectuate such assignment.

20.4.2 In the event that the amount otherwise due and owing to the **Contractor** by the **City** is insufficient to satisfy such demand, the **City** may, at its option, require payment from the **Contractor** of an amount sufficient to cover such demand and exercise any other right to require or recover payment which the **City** may have under **Law** or **Contract**.

20.4.3 In the event the **City** determines that the demand is invalid, any amount withheld pending the **City**'s review of such demand shall be paid to the **Contractor**; provided, however, no lien has been filed. In the event a claim or an action has been filed, the terms and conditions set forth in Article 23 shall apply. In the event a lien has been filed, the parties will be governed by the provisions of the Lien Law of the State of New York.

20.5 The provisions of this Article 20 shall not prevent the **City** and the **Contractor** from resolving disputes in accordance with the **PPB** Rules, where applicable.

20.6 In the event the **City** determines that the beneficiary is entitled to payment pursuant to this Article 20, such determination and any defenses and counterclaims raised by the **Contractor** shall be taken into account in evaluating the **Contractor's** performance.

20.7 Nothing in this Article 20 shall relieve the **Contractor** of the obligation to pay the claims of all persons with valid and lawful claims against the **Contractor** relating to the **Work**.

20.8 The **Contractor** shall not require any performance, payment or other bonds of any **Subcontractor** if this **Contract** does not require such bonds of the **Contractor**.

20.9 The payment guarantee made pursuant to this Article 20 shall be construed in a manner consistent with Section 137 of the State Finance Law and shall afford to persons furnishing labor or materials to the **Contractor** or its **Subcontractors** in the prosecution of the **Work** under this **Contract** all of the rights and remedies afforded to such persons by such section, including but not limited to, the right to commence an action against the **City** on the payment guarantee provided by this Article 20 within the one-year limitations period set forth in Section 137(4)(b).

## ARTICLE 21. RETAINED PERCENTAGE

21.1 If this **Contract** requires one hundred (100%) percent performance and payment security, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and

retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.2 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded does not exceed one million ($1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.3 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded exceeds one million ($1,000,000) dollars, then as further security for the faithful performance of this **Contract,** the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, up to ten (10%) percent of the value of **Work** certified for payment in each partial payment voucher. The percentage to be retained is set forth in Schedule A of the General Conditions.

## ARTICLE 22. INSURANCE

22.1 Types of Insurance: The **Contractor** shall procure and maintain the following types of insurance if, and as indicated, in Schedule A of the General Conditions (with the minimum limits and special conditions specified in Schedule A). Such insurance shall be maintained from the date the **Contractor** is required to provide Proof of Insurance pursuant to Article 22.3.1 through the date of completion of all required **Work** (including punch list work as certified in writing by the **Resident Engineer**), except for insurance required pursuant to Article 22.1.4, which may terminate upon **Substantial Completion** of the **Contract**. All insurance shall meet the requirements set forth in this Article 22. Wherever this Article requires that insurance coverage be "at least as broad" as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the **Contractor** can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

22.1.1 Commercial General Liability Insurance: The **Contractor** shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this **Contract**. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance Services Office ("ISO") Form CG 0001. Such insurance shall be "occurrence" based rather than "claims-made" and include, without limitation, the following types of coverage: premises operations; products and completed operations; contractual liability (including the tort liability of another assumed in a contract); broad form property damage; independent contractors; explosion, collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a "per project" aggregate limit, as specified in Schedule A, that applies separately to operations under this **Contract**.

22.1.1(a) Such Commercial General Liability Insurance shall name the **City** as an Additional Insured. Coverage for the City shall specifically include the **City's** officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10 and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.

22.1.1(b) Such Commercial General Liability Insurance shall name all other entities designated as additional insureds in Schedule A but only for claims arising from the

**Contractor's** operations under this **Contract**, with coverage at least as broad as the latest edition of ISO Form CG 20 26.

22.1.1(c) If the **Work** requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08 or greater limits required by the Agency in accordance with Schedule A. If the **Work** does not require such a permit, the minimum limits shall be those provided for in Schedule A.

22.1.1(d) If any of the **Work** includes repair of a waterborne vessel owned by or to be delivered to the **City**, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer's Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the **City**.

22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The **Contractor** shall provide, and shall cause its **Subcontractors** to provide, Workers Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the **Laws** of the State of New York on behalf of all employees providing services under this **Contract** (except for those employees, if any, for which the **Laws** require insurance only pursuant to Article 22.1.3).

22.1.3 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A of the General Conditions or if required by **Law**, the **Contractor** shall provide insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this **Contract**.

22.1.4 Builders Risk Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall provide Builders Risk Insurance on a completed value form for the total value of the **Work** through **Substantial Completion** of the **Work** in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the **Commissioner**, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the **Work**, as well as temporary structures at the **Site**, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the **Site**, in transit or in temporary storage. Policies shall name the **Contractor** as Named Insured and list the **City** as both an Additional Insured and a Loss Payee as its interest may appear.

22.1.4(a) Policies of such insurance shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company.

22.1.4(b) Such insurance may be provided through an Installation Floater, at the **Contractor's** option, if it otherwise conforms with the requirements of this Article 22.1.4.

22.1.5 Commercial Automobile Liability Insurance: The **Contractor** shall provide Commercial Automobile Liability Insurance for liability arising out of ownership,

maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this **Contract**. Coverage shall be at least as broad as the latest edition of ISO Form CA0001. If vehicles are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

22.1.6 Contractors Pollution Liability Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under this **Contract**. Such insurance shall be in the **Contractor's** name and list the **City** as an Additional Insured and any other entity specified in Schedule A. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non-owned disposal sites.

22.1.6(a) Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees and be at least as broad as provided to the **Contractor** for this **Project**.

22.1.6(b) If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this **Contract**, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the **Work** under this **Contract** is completed.

22.1.7 Marine Insurance:

22.1.7(a) Marine Protection and Indemnity Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such Work to maintain, Marine Protection and Indemnity Insurance with coverage at least as broad as Form SP-23. The insurance shall provide coverage for the **Contractor** or **Subcontractor** (whichever is doing this **Work**) and for the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured for bodily injury and property damage arising from marine operations under this **Contract**. Coverage shall include, without limitation, injury or death of crew members (if not fully provided through other insurance), removal of wreck, damage to piers, wharves and other fixed or floating objects and loss of or damage to any other vessel or craft, or to property on such other vessel or craft.

22.1.7(b) Hull and Machinery Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Hull and Machinery Insurance with coverage for the **Contractor** or **Subcontractor** (whichever is doing this Work) and for the **City** (together with its officials and employees) as Additional Insured at least as broad as the latest edition of American Institute Tug Form for all tugs used under this

**Contract** and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.

22.1.7(c) Marine Pollution Liability Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such Work to maintain, Marine Pollution Liability Insurance covering itself (or the Subcontractor doing such Work) as Named Insured and the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured. Coverage shall be at least as broad as that provided by the latest edition of Water Quality Insurance Syndicate Form and include, without limitation, liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources.

22.1.8 The **Contractor** shall provide such other types of insurance, at such minimum limits and with such conditions, as are specified in Schedule A of the General Conditions.

22.2 General Requirements for Insurance Coverage and Policies:

22.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the **City** Corporation Counsel.

22.2.2 The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the **City** is an insured under the policy.

22.2.3 In his/her sole discretion, the **Commissioner** may, subject to the approval of the **Comptroller** and the **City** Corporation Counsel, accept Letters of Credit and/or custodial accounts in lieu of required insurance.

22.2.4 The **City's** limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the **Contractor** as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

22.2.5 The **Contractor** may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the **City**.

22.3 Proof of Insurance:

22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the **Contractor** shall file proof of insurance in accordance with this Article 22.3 within ten (10) **Days** of award. For insurance

provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the **Commissioner** or ten (10) **Days** prior to the commencement of the portion of the **Work** covered by such policy, whichever is earlier.

22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the **Contractor** shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the Contractor shall submit DB-120.1 - Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. ACORD forms are not acceptable.

22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the **Contractor** shall submit one or more Certificates of Insurance on forms acceptable to the **Commissioner**. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the **City** and any other entity specified in Schedule A is an Additional Insured thereunder; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the City is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the **Contract** by the **City**. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Insurance Broker or Agent" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

22.3.4 Documentation confirming renewals of insurance shall be submitted to the **Commissione**r prior to the expiration date of coverage of policies required under this **Contract**. Such proofs of insurance shall comply with the requirements of Articles 22.3.2 and 22.3.3.

22.3.5 The **Contractor** shall be obligated to provide the **City** with a copy of any policy of insurance provided pursuant to this Article 22 upon the demand for such policy by the **Commissioner** or the **City** Corporation Counsel.

22.4 Operations of the **Contractor**:

22.4.1 The **Contractor** shall not commence the **Work** unless and until all required certificates have been submitted to and accepted by the **Commissioner**. Acceptance by the **Commissioner** of a certificate does not excuse the **Contractor** from securing insurance consistent with all provisions of this Article 22 or of any liability arising from its failure to do so.

22.4.2 The **Contractor** shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this **Contract** and shall be authorized to perform **Work** only during the effective period of all required coverage.

22.4.3 In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the **Contractor** shall immediately stop all **Work**, and shall not recommence **Work** until authorized in writing to do so by the **Commissioner**. Upon quitting the **Site**, except as otherwise directed by the **Commissioner**, the **Contractor** shall leave all plant, materials, equipment, tools, and supplies on the **Site**. **Contract** time shall continue to run during such periods and no extensions of time will be granted. The **Commissioner** may also declare the **Contractor** in default for failure to maintain required insurance.

22.4.4 In the event the **Contractor** receives notice, from an insurance company or other person, that any insurance policy required under this Article 22 shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the **Contractor** shall immediately forward a copy of such notice to both the **Commissioner** and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, the **Contractor** shall ensure that there is no interruption in any of the insurance coverage required under this Article 22.

22.4.5 Where notice of loss, damage, occurrence, accident, claim or suit is required under an insurance policy maintained in accordance with this Article 22, the **Contractor** shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this **Contract** (including notice to Commercial General Liability insurance carriers for events relating to the **Contractor**'s own employees) no later than 20 days after such event. For any policy where the **City** is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The **Contractor** shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

22.4.6 In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article 22, the **Contractor** shall at all times fully cooperate with the **City** with regard to such potential or actual claim.

22.5 **Subcontractor** Insurance: In the event the **Contractor** requires any **Subcontractor** to procure insurance with regard to any operations under this **Contract** and requires such **Subcontractor** to name the **Contractor** as an **Additional Insured** thereunder, the **Contractor** shall ensure that the **Subcontractor** name the **City**, including its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 20 26.

22.6 Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Schedule A of the General Conditions. In the event no address is set forth in Schedule A, such documents are to be sent to the **Commissioner's** address as provided elsewhere in this **Contract**.

22.7 Apart from damages or losses covered by insurance provided pursuant to Articles 22.1.2, 22.1.3, or 22.1.5, the **Contractor** waives all rights against the **City**, including its officials and employees, for any damages or losses that are covered under any insurance required under this Article 22 (whether or

not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the **Contractor** and/or its employees, agents, or **Subcontractors**.

22.8 In the event the **Contractor** utilizes a self-insurance program to satisfy any of the requirements of this Article 22, the **Contractor** shall ensure that any such self-insurance program provides the **City** with all rights that would be provided by traditional insurance under this Article 22, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.

22.9 Materiality/Non-Waiver: The **Contractor's** failure to secure policies in complete conformity with this Article 22, or to give an insurance company timely notice of any sort required in this **Contract** or to do anything else required by this Article 22 shall constitute a material breach of this **Contract**. Such breach shall not be waived or otherwise excused by any action or inaction by the **City** at any time.

22.10 Pursuant to General Municipal Law Section 108, this **Contract** shall be void and of no effect unless **Contractor** maintains Workers' Compensation Insurance for the term of this **Contract** to the extent required and in compliance with the New York State Workers' Compensation Law.

22.11 Other Remedies: Insurance coverage provided pursuant to this Article 22 or otherwise shall not relieve the **Contractor** of any liability under this **Contract**, nor shall it preclude the **City** from exercising any rights or taking such other actions available to it under any other provisions of this **Contract** or **Law**.

## ARTICLE 23. MONEY RETAINED AGAINST CLAIMS

23.1 If any claim shall be made by any person or entity (including **Other Contractors** with the **City** on this **Project**) against the **City** or against the **Contractor** and the **City** for any of the following:

(a) An alleged loss, damage, injury, theft or vandalism of any of the kinds referred to in Articles 7 and 12, plus the reasonable costs of defending the **City**, which in the opinion of the **Comptroller** may not be paid by an insurance company (for any reason whatsoever); or

(b) An infringement of copyrights, patents or use of patented articles, tools, etc., as referred to in Article 57; or

(c) Damage claimed to have been caused directly or indirectly by the failure of the **Contractor** to perform the **Work** in strict accordance with this **Contract,**

the amount of such claim, or so much thereof as the **Comptroller** may deem necessary, may be withheld by the **Comptroller**, as security against such claim, from any money due hereunder. The **Comptroller**, in his/her discretion, may permit the **Contractor** to substitute other satisfactory security in lieu of the monies so withheld.

23.2 If an action on such claim is timely commenced and the liability of the **City**, or the **Contractor**, or both, shall have been established therein by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the **Contractor** to be valid, the **Comptroller** shall pay such judgment or admitted claim out of the monies retained by the **Comptroller** under the provisions of this Article 23, and return the balance, if any, without interest, to the **Contractor**.

## ARTICLE 24. MAINTENANCE AND GUARANTY

24.1 The **Contractor** shall promptly repair, replace, restore or rebuild, as the **Commissioner** may determine, any finished **Work** in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of **Substantial Completion** (or use and occupancy in accordance with Article 16), except where other periods of maintenance and guaranty are provided for in Schedule A.

24.2 As security for the faithful performance of its obligations hereunder, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Commissioner** a sum equal to one (1%) percent of the price (or the amount fixed in Schedule A of the General Conditions) in cash or certified check upon a state or national bank and trust company or a check of such bank and trust company signed by a duly authorized officer thereof and drawn to the order of the **Comptroller**, or obligations of the **City**, which the **Comptroller** may approve as of equal value with the sum so required.

24.3 In lieu of the above, the **Contractor** may make such security payment to the **City** by authorizing the **Commissioner** in writing to deduct the amount from the **Substantial Completion** payment which shall be deemed the deposit required above.

24.4 If the **Contractor** has faithfully performed all of its obligations hereunder the **Commissioner** shall so certify to the **Comptroller** within five (5) **Days** after the expiration of one (1) year from the date of **Substantial Completion** and acceptance of the **Work** or within thirty (30) **Days** after the expiration of the guarantee period fixed in the **Specifications**. The security payment shall be repaid to the **Contractor** without interest within thirty (30) **Days** after certification by the **Commissioner** to the **Comptroller** that the **Contractor** has faithfully performed all of its obligations hereunder.

24.5 Notice by the **Commissioner** to the **Contractor** to repair, replace, rebuild or restore such defective or damaged **Work** shall be timely, pursuant to this article, if given not later than ten (10) **Days** subsequent to the expiration of the one (1) year period or other periods provided for herein.

24.6 If the **Contractor** shall fail to repair, replace, rebuild or restore such defective or damaged **Work** promptly after receiving such notice, the **Commissioner** shall have the right to have the **Work** done by others in the same manner as provided for in the completion of a defaulted **Contract**, under Article 51.

24.7 If the security payment so deposited is insufficient to cover the cost of such **Work**, the **Contractor** shall be liable to pay such deficiency on demand by the **Commissioner**.

24.8 The **Engineer's** certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective **Work** when performed by one other than the **Contractor**, shall be binding and conclusive upon the **Contractor** as to the amount thereof.

24.9 The **Contractor** shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by this **Contract** in the name of the **City** and shall deliver same to the **Commissioner**. All of the **City's** rights and title and interest in and to said manufacturers' warranties and guaranties may be assigned by the **City** to any subsequent purchasers of such equipment and materials or lessees of the premises into which the equipment and materials have been installed.

## CHAPTER VI: CHANGES, EXTRA WORK, AND DOCUMENTATION OF CLAIM

### ARTICLE 25. CHANGES

25.1 Changes may be made to this **Contract** only as duly authorized in writing by the **Commissioner** in accordance with the **Law** and this **Contract**. All such changes, modifications, and amendments will become a part of the **Contract**. **Work** so ordered shall be performed by the **Contractor**.

25.2 **Contract** changes will be made only for **Work** necessary to complete the **Work** included in the original scope of the **Contract** and/or for non-material changes to the scope of the **Contract**. Changes are not permitted for any material alteration in the scope of **Work** in the **Contract**.

25.3 The **Contractor** shall be entitled to a price adjustment for **Extra Work** performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the following ways:

25.3.1 By applicable unit prices specified in the **Contract**; and/or

25.3.2 By agreement of a fixed price; and/or

25.3.3 By time and material records; and/or

25.3.4 In any other manner approved by the **CCPO**.

25.4 All payments for change orders are subject to pre-audit by the **Engineering Audit Officer** and may be post-audited by the **Comptroller** and/or the **Agency**.

### ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

26.1 Overrun of Unit Price Item: An overrun is any quantity of a unit price item which the **Contractor** is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.

26.1.1 For any unit price item, the **Contractor** will be paid at the unit price bid for any quantity up to one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule. If during the progress of the **Work**, the actual quantity of any unit price item required to complete the **Work** approaches the estimated quantity for that item, and for any reason it appears that the actual quantity of any unit price item necessary to complete the **Work** will exceed the estimated quantity for that item by twenty-five (25%) percent, the **Contractor** shall immediately notify the **Engineer** of such anticipated overrun. The **Contractor** shall not be compensated for any quantity of a unit price item provided which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule without written authorization from the **Engineer**.

26.1.2 If the actual quantity of any unit price item necessary to complete the **Work** will exceed one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule, the **City** reserves the right and the **Contractor** agrees to negotiate a new unit price for such item. In no event shall such negotiated new unit price exceed the unit bid price. If the **City** and **Contractor** cannot agree on a new unit price, then the **City** shall order the **Contractor** and the **Contractor** agrees to provide additional quantities of

the item on the basis of time and material records for the actual and reasonable cost as determined under Article 26.2, but in no event at a unit price exceeding the unit price bid.

26.2 **Extra Work:** For **Extra Work** where payment is by agreement on a fixed price in accordance with Article 25.3.2, the price to be paid for such **Extra Work** shall be based on the fair and reasonable estimated cost of the items set forth below. For **Extra Work** where payment is based on time and material records in accordance with Article 25.3.3, the price to be paid for such **Extra Work** shall be the actual and reasonable cost of the items set forth below, calculated in accordance with the formula specified therein, if any.

26.2.1 Necessary materials (including transportation to the **Site**); plus

26.2.2 Necessary direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits; plus

26.2.3 Sales and personal property taxes, if any, required to be paid on materials not incorporated into such **Extra Work**; plus

26.2.4 Reasonable rental value of **Contractor-**owned (or **Subcontractor**-owned, as applicable), necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour: (.035) 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

26.2.9 Workers' Compensation Insurance, and any insurance coverage expressly required by the **City** for the performance of the **Extra Work** which is different than the types of insurance required by Article 22 and Schedule A of the General Conditions. The cost of Workers' Compensation Insurance is subject to applicable payroll limitation caps and shall be based upon the carrier's Manual Rate for such insurance derived from the applicable class Loss Cost ("LC") and carrier's Lost Cost Multiplier ("LCM") approved by the New York State Department of Financial Services, and with the exception of experience rating, rate modifiers as promulgated by the New York Compensation Insurance Rating Board ("NYCIRB"); plus

26.2.10 Additional costs incurred as a result of the **Extra Work** for performance and payment bonds; plus

26.2.11 Twelve percent (12%) percent of the total of items in Articles 26.2.1 through 26.2.5 as compensation for overhead, except that no percentage for overhead will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes. Overhead shall include without limitation, all costs and expenses in connection with administration, management superintendence, small tools, and insurance required by Schedule A of the General Conditions other than Workers' Compensation Insurance; plus

26.2.12 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus the items in Article 26.2.11, as compensation for profit, except that no percentage for profit will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes; plus

26.2.13 Five (5%) percent of the total of items in Articles 26.2.6 through 26.2.10 as compensation for overhead and profit.

26.3 Where the **Extra Work** is performed in whole or in part by other than the **Contractor's** own forces pursuant to Article 26.2, the **Contractor** shall be paid, subject to pre-audit by the **Engineering Audit Officer**, the cost of such **Work** computed in accordance with Article 26.2 above, plus an additional allowance of five (5%) percent to cover the **Contractor's** overhead and profit.

26.4 Where a change is ordered, involving both **Extra Work** and omitted or reduced **Contract Work,** the **Contract** price shall be adjusted, subject to pre-audit by the **EAO**, in an amount based on the difference between the cost of such **Extra Work** and of the omitted or reduced **Work**.

26.5 Where the **Contractor** and the **Commissioner** can agree upon a fixed price for **Extra Work** in accordance with Article 25.3.2 or another method of payment for **Extra Work** in accordance with

Article 25.3.4, or for **Extra Work** ordered in connection with omitted **Work**, such method, subject to pre-audit by the **EAO**, may, at the option of the **Commissioner**, be substituted for the cost plus a percentage method provided in Article 26.2; provided, however, that if the **Extra Work** is performed by a **Subcontractor**, the **Contractor** shall not be entitled to receive more than an additional allowance of five (5%) percent for overhead and profit over the cost of such **Subcontractor's Work** as computed in accordance with Article 26.2.

## ARTICLE 27. RESOLUTION OF DISPUTES

27.1 All disputes between the **City** and the **Contractor** of the kind delineated in this Article 27.1 that arise under, or by virtue of, this **Contract** shall be finally resolved in accordance with the provisions of this Article 27 and the **PPB** Rules. This procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

27.1.1 This Article 27 shall not apply to disputes concerning matters dealt with in other sections of the **PPB** Rules, or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

27.1.2 This Article 27 shall apply only to disputes about the scope of **Work** delineated by the **Contract**, the interpretation of **Contract** documents, the amount to be paid for **Extra Work** or disputed work performed in connection with the **Contract**, the conformity of the **Contractor's Work** to the **Contract**, and the acceptability and quality of the **Contractor's Work**; such disputes arise when the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** makes a determination with which the **Contractor** disagrees.

27.2 All determinations required by this Article 27 shall be made in writing clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Article 27 shall be deemed a non-determination without prejudice that will allow application to the next level.

27.3 During such time as any dispute is being presented, heard, and considered pursuant to this Article 27, the **Contract** terms shall remain in force and the **Contractor** shall continue to perform **Work** as directed by the **ACCO** or the **Engineer**. Failure of the **Contractor** to continue **Work** as directed shall constitute a waiver by the **Contractor** of its claim.

27.4 Presentation of Disputes to **Commissioner**.

Notice of Dispute and Agency Response. The **Contractor** shall present its dispute in writing ("Notice of Dispute") to the **Commissioner** within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the **Contract**. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the **Contractor** relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the **Contractor** in the dispute was arrived at. Within thirty (30) Days after receipt of the detailed written submission comprising the complete Notice of Dispute, the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** shall submit to the **Commissioner** all materials he or she deems pertinent to the dispute. Following initial submissions to the **Commissioner**, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise

protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the **Commissioner** whose decision shall be final. Willful failure of the **Contractor** to produce any requested material whose relevancy the **Contractor** has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the **Contractor** of its claim.

27.4.1 **Commissioner** Inquiry. The **Commissioner** shall examine the material and may, in his or her discretion, convene an informal conference with the **Contractor**, the **ACCO**, and the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** to resolve the issue by mutual consent prior to reaching a determination. The **Commissioner** may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The **Commissioner's** ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the **Commissioner** participated therein. The **Commissioner** may or, at the request of any party to the dispute, shall compel the participation of any **Other Contractor** with a contract related to the **Work** of this **Contract**, and that **Contractor** shall be bound by the decision of the **Commissioner**. Any **Other Contractor** thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Article 27 as the **Contractor** initiating the dispute.

27.4.2 **Commissioner** Determination. Within thirty (30) **Days** after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the **Commissioner** shall make his or her determination and shall deliver or send a copy of such determination to the **Contractor**, the **ACCO,** and **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner**, as applicable, together with a statement concerning how the decision may be appealed.

27.4.3 Finality of **Commissioner's** Decision. The **Commissioner's** decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board pursuant to this Article 27. The **City** may not take a petition to the Contract Dispute Resolution Board. However, should the **Contractor** take such a petition, the **City** may seek, and the Contract Dispute Resolution Board may render, a determination less favorable to the **Contractor** and more favorable to the **City** than the decision of the **Commissioner**.

27.5 Presentation of Dispute to the **Comptroller**. Before any dispute may be brought by the **Contractor** to the Contract Dispute Resolution Board, the **Contractor** must first present its claim to the **Comptroller** for his or her review, investigation, and possible adjustment.

27.5.1 Time, Form, and Content of Notice. Within thirty (30) **Days** of its receipt of a decision by the **Commissioner,** the **Contractor** shall submit to the **Comptroller** and to the **Commissioner** a Notice of Claim regarding its dispute with the **Agency**. The Notice of Claim shall consist of (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written decision of the **Commissioner**; and (iii) a copy of all materials submitted by the **Contractor** to the **Agency**, including the Notice of Dispute. The **Contractor** may not present to the **Comptroller** any material not presented to the **Commissioner**, except at the request of the **Comptroller**.

27.5.2 Response. Within thirty (30) **Days** of receipt of the Notice of Claim, the **Agency** shall make available to the **Comptroller** a copy of all material submitted by the **Agency** to the **Commissioner** in connection with the dispute. The **Agency** may not present to the **Comptroller** any material not presented to the **Commissioner** except at the request of the **Comptroller**.

27.5.3 **Comptroller** Investigation. The **Comptroller** may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Sections 7-201 and 7-203 of the Administrative Code. In addition, the **Comptroller** may demand of either party, and such party shall provide, whatever additional material the **Comptroller** deems pertinent to the claim, including original business records of the **Contractor**. Willful failure of the **Contractor** to produce within fifteen (15) **Days** any material requested by the **Comptroller** shall constitute a waiver by the **Contractor** of its claim. The **Comptroller** may also schedule an informal conference to be attended by the **Contractor**, **Agency** representatives, and any other personnel desired by the **Comptroller**.

27.5.4 Opportunity of **Comptroller** to Compromise or Adjust Claim. The **Comptroller** shall have forty-five (45) **Days** from his or her receipt of all materials referred to in Article 27.5.3 to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the **Contractor** and the **Comptroller**, to a maximum of ninety (90) **Days** from the **Comptroller's** receipt of all materials. The **Contractor** may not present its petition to the Contract Dispute Resolution Board until the period for investigation and compromise delineated in this Article 27.5.4 has expired. In compromising or adjusting any claim hereunder, the **Comptroller** may not revise or disregard the terms of the **Contract** between the parties.

27.6 Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

27.6.1 The chief administrative law judge of the Office of Administrative Trials and Hearings (OATH) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Article 27 as may be necessary in the execution of the Contract Dispute Resolution Board's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

27.6.2 The **CCPO** or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

27.6.3 A person with appropriate expertise who is not an employee of the **City**. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH with appropriate background to act as decision-makers in a dispute. Such individual may not have a contract or dispute with the **City** or be an officer or employee of any company or organization that does, or regularly represents persons, companies, or organizations having disputes with the **City**.

27.7 Petition to the Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the **Comptroller** within the period provided in this Article 27, the **Contractor**,

within thirty (30) **Days** thereafter, may petition the Contract Dispute Resolution Board to review the **Commissioner's** determination.

27.7.1 Form and Content of Petition by **Contractor**. The **Contractor** shall present its dispute to the Contract Dispute Resolution Board in the form of a petition, which shall include (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written Decision of the **Commissioner,** (iii) copies of all materials submitted by the **Contractor** to the Agency; (iv) a copy of the written decision of the **Comptroller**, if any, and (v) copies of all correspondence with, or written material submitted by the **Contractor**, to the **Comptroller**. The **Contractor** shall concurrently submit four (4) complete sets of the Petition: one set to the **City** Corporation Counsel (Attn: Commercial and Real Estate Litigation Division) and three (3) sets to the Contract Dispute Resolution Board at OATH's offices with proof of service on the **City** Corporation Counsel. In addition, the **Contractor** shall submit a copy of the written statement of the substance of the dispute, cited in (i) above, to both the **Commissioner** and the **Comptroller**.

27.7.2 **Agency** Response. Within thirty (30) **Days** of its receipt of the Petition by the **City** Corporation Counsel, the **Agency** shall respond to the brief written statement of the **Contractor** and make available to the Contract Dispute Resolution Board all material it submitted to the **Commissioner** and **Comptroller**. Three (3) complete copies of the **Agency** response shall be provided to the Contract Dispute Resolution Board and one to the **Contractor**. Extensions of time for submittal of the **Agency** response shall be given as necessary upon a showing of good cause or, upon consent of the parties, for an initial period of up to thirty (30) Days.

27.7.3 Further Proceedings. The Contract Dispute Resolution Board shall permit the **Contractor** to present its case by submission of memoranda, briefs, and oral argument. The Contract Dispute Resolution Board shall also permit the **Agency** to present its case in response to the **Contractor** by submission of memoranda, briefs, and oral argument. If requested by the **City** Corporation Counsel, the **Comptroller** shall provide reasonable assistance in the preparation of the **Agency's** case. Neither the **Contractor** nor the **Agency** may support its case with any documentation or other material that was not considered by the **Comptroller**, unless requested by the Contract Dispute Resolution Board. The Contract Dispute Resolution Board, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The Contract Dispute Resolution Board, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

27.7.4 Contract Dispute Resolution Board Determination. Within forty-five (45) **Days** of the conclusion of all written submissions and oral arguments, the Contract Dispute Resolution Board shall render a written decision resolving the dispute. In an unusually complex case, the Contract Dispute Resolution Board may render its decision in a longer period, not to exceed ninety (90) **Days**, and shall so advise the parties at the commencement of this period. The Contract Dispute Resolution Board's decision must be consistent with the terms of the **Contract**. Decisions of the Contract Dispute Resolution Board shall only resolve matters before the Contract Dispute Resolution Board and shall not have precedential effect with respect to matters not before the Contract Dispute Resolution Board.

27.7.5 Notification of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board shall send a copy of its decision to the **Contractor**, the **ACCO**, the Engineer, the **Comptroller**, the **City** Corporation Counsel, the CCPO, and the **PPB**. A decision in favor of the **Contractor** shall be subject to the prompt payment provisions of the **PPB** Rules. The Required Payment Date shall be thirty (30) Days after the date the parties are formally notified of the Contract Dispute Resolution Board's decision.

27.7.6 Finality of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board's decision shall be final and binding on all parties. Any party may seek review of the Contract Dispute Resolution Board's decision solely in the form of a challenge, filed within four (4) months of the date of the Contract Dispute Resolution Board's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the Contract Dispute Resolution Board's decision was made in violation of lawful procedure, was affected by an error of **Law**, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the Contract Dispute Resolution Board in accordance with this Article 27.

27.8 Any termination, cancellation, or alleged breach of the **Contract** prior to or during the pendency of any proceedings pursuant to this Article 27 shall not affect or impair the ability of the **Commissioner** or Contract Dispute Resolution Board to make a binding and final decision pursuant to this Article 27.

## ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR WORK ON A TIME & MATERIALS BASIS

28.1 While the **Contractor** or any of its **Subcontractors** is performing **Work** on a time and material basis or **Extra Work** on a time and material basis ordered by the **Commissioner** under Article 25, or where the **Contractor** believes that it or any of its **Subcontractors** is performing **Extra Work** but a final determination by **Agency** has not been made, or the **Contractor** or any of its **Subcontractors** is performing disputed **Work** (whether on or off the **Site**), or complying with a determination or order under protest in accordance with Articles 11, 27, and 30, in each such case the **Contractor** shall furnish the **Resident Engineer** daily with three (3) copies of written statements signed by the **Contractor's** representative at the **Site** showing:

28.1.1 The name, trade, and number of each worker employed on such **Work** or engaged in complying with such determination or order, the number of hours employed, and the character of the **Work** each is doing; and

28.1.2 The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such **Work** or compliance with such determination or order, and from whom purchased or rented.

28.2 A copy of such statement will be countersigned by the **Resident Engineer**, noting thereon any items not agreed to or questioned, and will be returned to the **Contractor** within two (2) **Days** after submission.

28.3 The **Contractor** and its **Subcontractors**, when required by the **Commissioner**, or the **Comptroller**, shall also produce for inspection, at the office of the **Contractor** or **Subcontractor**, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports,

and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such **Work**, or in complying with such determination or order, and the amounts expended therefor, and shall permit the **Commissioner** and the **Comptroller** to make such extracts therefrom, or copies thereof, as they or either of them may desire.

28.4 In connection with the examination provided for herein, the **Commissioner**, upon demand therefor, will produce for inspection by the **Contractor** such records as the **Agency** may have with respect to such **Extra Work** or disputed **Work** performed under protest pursuant to order of the **Commissioner**, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the **Contractor's** claim.

28.5 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such **Work** or compliance with such determination or order.

## ARTICLE 29. OMITTED WORK

29.1 If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Commissioner** pursuant to Article 33, the **Contract** price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work** omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.

29.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in Article 29.4.

29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to Article 29.4.

29.4 In the event the **Contractor**, with respect to any omitted **Work**, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated into the **Work**, the **Contractor** shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **City**.

29.5 The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted **Work**.

## ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS

30.1 If the **Contractor** shall claim to be sustaining damages by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter to the extent additional damages are being incurred for the same condition, verified statements of the details and the amounts of such

damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to strictly comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action or dispute resolution procedure arising under or by reason of this **Contract** shall not be different from or in excess of the statements and documentation made pursuant to this Article 30. This Article 30.1 does not apply to claims submitted to the **Commissioner** pursuant to Article 11 or to claims disputing a determination under Article 27.

30.2 In addition to the foregoing statements, the **Contractor** shall, upon notice from the **Commissioner**, produce for examination at the **Contractor's** office, by the **Engineer**, **Architect** or **Project Manager**, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**, and submit itself and persons in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.3 In addition to the statements required under Article 28 and this Article 30, the **Contractor** and/or its **Subcontractor** shall, within thirty (30) **Days** upon notice from the **Commissioner** or **Comptroller**, produce for examination at the **Contractor's** and/or **Subcontractor's** office, by a representative of either the **Commissioner** or **Comptroller**, all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**. Further, the **Contractor** and/or its **Subcontractor** shall submit any person in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.4 Unless the information and examination required under Article 30.3 is provided by the **Contractor** and/or its **Subcontractor** upon thirty (30) **Days'** notice from the **Commissioner** or **Comptroller**, or upon the **Commissioner's** or **Comptroller's** written authorization to extend the time to comply, the **City** shall be released from all claims arising under, relating to or by reason of this **Contract**, except for sums certified by the **Commissioner** to be due under the provisions of this **Contract**. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the **City** to recover any sum in excess of the sums certified by the **Commissioner** to be due under or by reason of this **Contract**, the **Contractor** must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article 30.

30.5 In addition, after the commencement of any action or dispute resolution procedure by the **Contractor** arising under or by reason of this **Contract**, the **City** shall have the right to require the **Contractor** to produce for examination under oath, up until the trial of the action or hearing before the Contract Dispute Resolution Board, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article 30 is not complied with as required, then the **Contractor** hereby consents to the dismissal of the action or dispute resolution procedure.

## CHAPTER VII: POWERS OF THE RESIDENT ENGINEER,THE ENGINEER OR ARCHITECT AND THE COMMISSIONER

### ARTICLE 31. THE RESIDENT ENGINEER

31.1 The **Resident Engineer** shall have the power to inspect, supervise, and control the performance of the **Work**, subject to review by the **Commissioner**. The **Resident Engineer** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

### ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER

32.1 The **Engineer** or **Architect** or **Project Manager**, in addition to those matters elsewhere herein delegated to the **Engineer** and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the **Commissioner**:

32.1.1 To determine the amount, quality, and location of the **Work** to be paid for hereunder; and

32.1.2 To determine all questions in relation to the **Work**, to interpret the **Contract Drawings**, **Specifications**, and **Addenda**, and to resolve all patent inconsistencies or ambiguities therein; and

32.1.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of **Other Contractors** engaged simultaneously on this **Project**, including the power to suspend any part of the **Work**, but not the whole thereof; and

32.1.4 To make minor changes in the **Work** as he/she deems necessary, provided such changes do not result in a net change in the cost to the **City** or to the **Contractor** of the **Work** to be done under the **Contract**; and

32.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.

32.2 The foregoing enumeration shall not imply any limitation upon the power of the **Engineer** or **Architect** or **Project Manager**, for it is the intent of this **Contract** that all of the **Work** shall generally be subject to his/her determination, direction, and approval, except where the determination, direction or approval of someone other than the **Engineer** or **Architect** or **Project Manager** is expressly called for herein.

32.3 The **Engineer** or **Architect** or **Project Manager** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

### ARTICLE 33. THE COMMISSIONER

33.1 The **Commissioner**, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:

33.1.1 To review and make determinations on any and all questions in relation to this **Contract** and its performance; and

33.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** (subject, however, to the limitations specified in Article 25) or the omission of **Contract Work**; and

33.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:

33.1.3(a) In the interest of the **City** generally; or

33.1.3(b) To coordinate the **Work** of the various contractors engaged on this **Project** pursuant to the provisions of Article 12; or

33.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

## ARTICLE 34. NO ESTOPPEL

34.1 Neither the **City** nor any **Agency**, official, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this **Contract** by the **City**, the **Commissioner**, the **Engineer**, the **Resident Engineer**, or any other official, agent or employee of the **City**, either before or after the final completion and acceptance of the **Work** and payment therefor:

34.1.1 From showing the true and correct classification, amount, quality or character of the **Work** actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the **Work**, or any part thereof, does not in fact conform to the requirements of this **Contract**; and

34.1.2 From demanding and recovering from the **Contractor** any overpayment made to it, or such damages as the **City** may sustain by reason of the **Contractor's** failure to perform each and every part of its **Contract**.

# CHAPTER VIII: LABOR PROVISIONS

## ARTICLE 35. EMPLOYEES

35.1 The **Contractor** and its **Subcontractors** shall not employ on the **Work**:

35.1.1 Anyone who is not competent, faithful and skilled in the **Work** for which he/she shall be employed; and whenever the **Commissioner** shall inform the **Contractor**, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the **Work** forthwith, and shall not again be employed upon it; or

35.1.2 Any labor, materials or means whose employment, or utilization during the course of this **Contract**, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of **Work** or similar troubles by workers employed by the **Contractor** or its **Subcontractors**, or by any of the trades working in or about the buildings and premises where **Work** is being performed under this **Contract**, or by **Other Contractors** or their **Subcontractors** pursuant to other contracts, or on any other building or premises owned or operated by the **City**, its **Agencies**, departments, boards or authorities. Any violation by the **Contractor** of this requirement may, upon certification of the **Commissioner**, be considered as proper and sufficient cause for declaring the **Contractor** to be in default, and for the **City** to take action against it as set forth in Chapter X of this **Contract**, or such other article of this **Contract** as the Commissioner may deem proper; or

35.1.3 In accordance with Section 220.3-e of the Labor Law of the State of New York (hereinafter "Labor Law"), the **Contractor** and its **Subcontractors** shall not employ on the **Work** any apprentice, unless he/she is a registered individual, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the **Contractor** as to its work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the **Comptroller** of the **City** for the classification of **Work** actually performed. The **Contractor** or **Subcontractor** will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the **Contract Work**.

35.2 If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand ($250,000) dollars, all laborers, workers, and mechanics employed in the performance of the **Contract** on the public work site, either by the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by the **Contract**, shall be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

35.3 In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the Administrative Code, respectively,

35.3.1 The **Contractor** shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this **Contract** to (a) the Commissioner of the Department of Investigation, (b) a member of the New York City Council, the Public Advocate, or the **Comptroller**, or (c) the **CCPO**, **ACCO**, **Agency** head, or **Commissioner**.

35.3.2 If any of the **Contractor**'s officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 35.3.1, he or she shall be entitled to bring a cause of action against the **Contractor** to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back

pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

35.3.3 The **Contractor** shall post a notice provided by the **City** in a prominent and accessible place on any site where work pursuant to the **Contract** is performed that contains information about:

35.3.3(a) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the **Contract**; and

35.3.3(b) the rights and remedies afforded to its employees under Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the **Contract**.

35.3.4 For the purposes of this Article 35.3, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

35.3.5 This Article 35.3 is applicable to all of the **Contractor**'s **Subcontractors** having subcontracts with a value in excess of $100,000; accordingly, the **Contractor** shall include this rider in all subcontracts with a value a value in excess of $100,000.

35.4 Article 35.3 is not applicable to this **Contract** if it is valued at $100,000 or less. Articles 35.3.1, 35.3.2, 35.3.4, and 35.3.5 are not applicable to this **Contract** if it was solicited pursuant to a finding of an emergency.

35.5 Paid Sick Leave Law.

35.5.1 Introduction and General Provisions.

35.5.1(a) The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.[2] Contractors of the **City** or of other governmental entities may be required to provide sick time pursuant to the PSLL.

35.5.1(b) The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City's Department of Consumer Affairs ("DCA"); DCA's rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York ("Rules").

[2] Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code § 20-912(g), such employer has the option of providing such employees uncompensated sick time.

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

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

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

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

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

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

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

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

illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;

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

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

35.5.2(d) An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSLL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSLL must be treated by the employer as confidential.

35.5.2(e) If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

35.5.2(f) Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

35.5.3 Exemptions and Exceptions. Notwithstanding the above, the PSLL does not apply to any of the following:

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

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

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

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

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

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

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

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

35.5.4 Retaliation Prohibited. An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSLL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLL.

35.5.5 Notice of Rights.

35.5.5(a) An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml.

35.5.5(b) Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed fifty dollars for each employee who was not given appropriate notice.

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

35.5.7 Enforcement and Penalties.

35.5.7(a) Upon receiving a complaint alleging a violation of the PSLL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 **Days** of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSLL has occurred, it has the right to issue a notice of violation to the employer.

35.5.7(b) DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code § 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSLL civil penalties not to exceed $500 for a first violation, $750 for a second violation within two years of the first violation, and $1,000 for each succeeding violation within two years of the previous violation.

35.5.8 More Generous Polices and Other Legal Requirements. Nothing in the PSLL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract,

collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSLL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSLL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

35.6 HireNYC: Hiring and Reporting Requirements. This Article 35.6 applies to construction contracts of $1,000,000 or more. The **Contractor** shall comply with the requirements of Articles 35.6.1-35.6.5 for all non-trades jobs (e.g., for an administrative position arising out of **Work** ant located in New York City). The **Contractor** shall reasonably cooperate with SBS and the **City** on specific outreach events, including "Hire-on-the-Spot" events, for the hiring of trades workers in connection with the **Work**. If provided elsewhere in this **Contract**, this **Contract** is subject to a project labor agreement.

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

35.6.2 Job Posting Requirements.

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

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

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

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

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

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

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

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

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

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

## ARTICLE 36. NO DISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 37. LABOR LAW REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 38. PAYROLL REPORTS

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

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

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

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

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

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

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

## ARTICLE 39. DUST HAZARDS

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

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

## CHAPTER IX: PARTIAL AND FINAL PAYMENTS

### ARTICLE 40. CONTRACT PRICE

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

### ARTICLE 41. BID BREAKDOWN ON LUMP SUM

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

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

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

### ARTICLE 42. PARTIAL PAYMENTS

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

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

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

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

## ARTICLE 43. PROMPT PAYMENT

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

43.2 The **Contractor** shall submit a proper invoice to receive payment, except where the **Contract** provides that the **Contractor** will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

43.3 Determination of interest due will be made in accordance with the **PPB** Rules.

43.4 If the **Contractor** is paid interest, the proportionate share(s) of that interest shall be forwarded by the **Contractor** to its **Subcontractor(s)**.

43.5 The **Contractor** shall pay each **Subcontractor** or **Materialman** not later than seven (7) **Days** after receipt of payment out of amounts paid to the **Contractor** by the **City** for **Work** performed by the **Subcontractor** or **Materialman** under this **Contract**.

> 43.5.1 If **Contractor** fails to make any payment to any **Subcontractor** or **Materialman** within seven (7) **Days** after receipt of payment by the **City** pursuant to this Article 43.5, then the **Contractor** shall pay interest on amounts due to such **Subcontractor** or **Materialman** at the rate of interest in effect on the date such payment is made by the **Contractor** computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the **Day** immediately following the expiration of the seventh **Day** following receipt of payment by the **Contractor** from the **City** and shall end on the date on which payment is made.

43.6 The **Contractor** shall include in each of its subcontracts a provision requiring each **Subcontractor** to make payment to each of its **Subcontractors** or **Materialmen** for **Work** performed under this **Contract** in the same manner and within the same time period set forth above.

## ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT

44.1 The **Contractor** shall submit with the **Substantial Completion** requisition:

> 44.1.1 A final verified statement of any pending Article 27 disputes in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the

**Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

44.1.1(a) With respect to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City** Corporation Counsel shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 44.1.1(a) is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor** upon acceptance of the **Substantial Completion** payment pursuant to this Article 44, will have waived any such claims.

44.1.2 A **Final Approved Punch List**.

44.1.3 Where required, a request for an extension of time to achieve **Substantial Completion** or final extension of time.

44.2 The **Commissioner** shall issue a voucher calling for payment of any part or all of the balance due for **Work** performed under the **Contract**, including monies retained under Article 21, less any and all deductions authorized to be made by the **Commissioner**, under this **Contract** or by **Law**, and less twice the amount the **Commissioner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a partial and not a final payment. No **Substantial Completion** payment shall be made under this Article 44 where the **Contractor** failed to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.3 No further partial payments shall be made to the **Contractor** after **Substantial Completion**, except the **Substantial Completion** payment and payment pursuant to any **Contractor's** requisition that were properly filed with the **Commissioner** prior to the date of **Substantial Completion**; however, the **Commissioner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work** and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.

44.4 The **Contractor** acknowledges that nothing contained in this Article 44 is intended to or shall in any way diminish the force and effect of Article 13.

## ARTICLE 45. FINAL PAYMENT

45.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the **Contract**, less the amount authorized to be retained for maintenance under Article 24. Such submission shall be within 90 days of the date of the **Commissioner's** written determination of **Final Acceptance**, or within such additional time as may be granted by the **Commissioner** in writing. If the **Contractor** fails to submit all required certificates and documents within the time allowed, no payment of the balance claimed shall be made to the **Contractor** and the **Contractor** shall be deemed to have forfeited its right to payment of any balance claimed. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**.

45.2 Amended Verified Statement of Claims: The **Contractor** shall also submit with the final requisition any amendments to the final verified statement of any pending dispute resolution procedures in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) that have occurred subsequent to **Substantial Completion**, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City** Corporation Counsel shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 45.2, is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor**, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.

45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the **Engineer** will prepare and certify, for the Commissioner's approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Commissioner** shall certify the voucher for final payment within thirty (30) **Days** from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **Engineer** thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Comptroller** within thirty (30) **Days** after the filing of such voucher in his/her office.

45.4 The **Contractor** acknowledges that nothing contained in this Article 45 is intended to or shall in any way diminish the force and effect of Article 13.

## ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT

46.1 The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release of the **City** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on the part of the **City** or any of its officials, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the

verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45.

46.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this Article 46, or those for amounts deducted by the **Commissioner** from the final requisition or from the final payment as certified by the **Engineer** and approved by the **Commissioner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any official, agent or employee of the **City** to the contrary notwithstanding.

46.3 Should the **Contractor** refuse to accept the final payment as tendered by the **Comptroller**, it shall constitute a waiver of any right to interest thereon.

46.4 The **Contractor**, however, shall not be barred by this Article 46 from commencing an action for breach of **Contract** to the extent permitted by **Law** and by the terms of the **Contract** for any claims that are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45 or that arose after submission of the final payment requisition, provided that a detailed and verified statement of claim is served upon the contracting **Agency** and **Comptroller** not later than forty (40) **Days** after the making of such final payment by electronic funds transfer (EFT) or the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

## ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs, and other sculptures, monuments, fountains, arches, and other structures of a permanent character intended for ornament or commemoration, and every design of the same to be used in the performance of this **Contract**, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant to the terms of this **Contract**, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York, and shall be approved by the Public Design Commission prior to the erection or placing in position of the same. The final payment shall not become due or payable under this **Contract** unless and until the Public Design Commission shall certify that the design for the **Work** herein contracted for has been approved by the said Public Design Commission, and that the same has been executed in substantial accordance with the design so approved, pursuant to the provisions of Chapter 37, Section 854 of the **City** Charter, as amended.

# CHAPTER X: CONTRACTOR'S DEFAULT

## ARTICLE 48. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT

48.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:

48.1.1 The **Contractor** fails to commence **Work** when notified to do so by the **Commissioner**; or if

48.1.2 The **Contractor** shall abandon the **Work**; or if

48.1.3 The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Commissioner**; or if

48.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner**, to complete the **Work** in accordance with the progress schedule; or if

48.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if

48.1.6 The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

48.1.7 The **Contractor** fails to secure and maintain all required insurance; or if

48.1.8 A receiver or receivers are appointed to take charge of the **Contractor's** property or affairs; or if

48.1.9 The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

48.1.10 The **Commissioner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

48.1.11 The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the **Commissioner's** opinion, attributable to conditions within the **Contractor's** control; or if

48.1.12 The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

48.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made; or if

48.1.14 The **Contractor** or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the **PPB** Rules.

48.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days**' notice.

## ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

49.1 The right to declare the **Contractor** in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").

49.2 The **Commissioner's** determination that the **Contractor** is in default shall be conclusive, final, and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence an action in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

## ARTICLE 50. QUITTING THE SITE

50.1 Upon receipt of such notice the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools, and supplies then on the **Site**.

## ARTICLE 51. COMPLETION OF THE WORK

51.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by contract with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor's** plant, materials, equipment, tools, and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

51.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its sureties, and any person claiming under the **Contractor**, as to the amount thereof.

51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

## ARTICLE 52. PARTIAL DEFAULT

52.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any **Other Contractor(s)** or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

52.2 The provisions of this Chapter relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Commissioner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools, and supplies as had been previously used by the **Contractor** on such part.

## ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK

53.1 In completing the whole or any part of the **Work** under the provisions of this Chapter X, the **Commissioner** shall have the power to depart from or change or vary the terms and provisions of this **Contract**, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the **Commissioner's** certificate of the cost of completion referred to in Article 51, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the **Contractor** hereunder but for its default.

## ARTICLE 54. OTHER REMEDIES

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to be completed in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List**. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The expense of completion permitted under Article 54.1, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under **Law** or in equity.

54.4 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

# CHAPTER XI: MISCELLANEOUS PROVISIONS

## ARTICLE 55. CONTRACTOR'S WARRANTIES

55.1 In consideration of, and to induce, the award of this **Contract** to the **Contractor**, the **Contractor** represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the **Work**; and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

## ARTICLE 56. CLAIMS AND ACTIONS THEREON

56.1 Any claim, that is not subject to dispute resolution under the **PPB** Rules or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any action, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:

56.2.1 Any claims arising out of events occurring after **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 If the **Commissioner** exercises his/her right to complete or cause to complete any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List** pursuant to Article 54, any such action shall be commenced within six (6) months from the date the **Commissioner** notifies the **Contractor** in writing that he/she has exercised such right. Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and

56.2.3 If the **Commissioner** exercises his/her right to terminate the **Contract** pursuant to Article 64, any such action shall be commenced within six (6) months of the date the **Commissioner** exercises said right.

## ARTICLE 57. INFRINGEMENT

57.1 The **Contractor** shall be solely responsible for and shall defend, indemnify, and hold the **City** harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the **City** may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the **Contractor** of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the **Contractor** and/or its **Subcontractors** in the performance or completion of the **Work**. Insofar as the facts or **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent permitted by **Law**.

## ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

58.1 No claim whatsoever shall be made by the **Contractor** against any official, agent or employee of the **City** for, or on account of, anything done or omitted to be done in connection with this **Contract**.

## ARTICLE 59. SERVICE OF NOTICES

59.1 The **Contractor** hereby designates the business address, fax number, and email address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

59.2 **Contractor's** notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the **Commissioner**.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

## ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

60.1 If this **Contract** contains any unlawful provision not an essential part of the **Contract** and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the **Contract** without affecting the binding force of the remainder.

## ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED

61.1 It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

## ARTICLE 62. TAX EXEMPTION

62.1 The **City** is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor**, **Subcontractor** or **Materialman** or to tangible personal property which, even

though it is consumed, is not incorporated into the completed **Work** (consumable supplies) and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**. The **Contractor** and its **Subcontractors** and **Materialmen** shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**.

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**, that is required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

62.2.1 The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such **Work**, labor, and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, and services, shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work,** labor, and services.

62.3 20 NYCRR Section 541.3(d) provides that a **Contractor**'s purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The **City** shall not pay sales tax for any such tangible personal property that it purchases from the **Contractor** pursuant to the **Contract.** With respect to such tangible personal property, the **Contractor**, at the request of the **City**, shall furnish to the **City** such bills of sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such tangible personal property, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such tangible personal property as the property of the **City**.

62.4 Title to all tangible personal property to be sold by the **Contractor** to the **City** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **City** upon delivery of such tangible personal property to the **Site**. Notwithstanding such transfer of title, the **Contractor** shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this **Contract**, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the **City**, until such time as the **Work** covered by the **Contract** is fully accepted by the **City**. Such transfer of title shall in no way affect any of the **Contractor's** obligations hereunder. In the event that, after title has passed to the **City**, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the

**Contractor** is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and **Materialmen** shall furnish a **Contractor** Exempt Purchase Certificate to all persons, firms or corporations from which they purchase tangible personal property for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this Article 62 shall control.

## ARTICLE 63. INVESTIGATION(S) CLAUSE

63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;

63.4 The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) **Days**' written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the **City**; and/or

63.6.2 The cancellation or termination of any and all such existing **City** contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this **Contract**, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the **City** incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the **City**.

63.7 The **Commissioner** shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The **Commissioner** may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

63.7.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the **City**.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the **Commissioner** upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term "license" or "permit" as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term "person" as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

63.8.3 The term "entity" as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the **City** or otherwise transacts business with the **City**.

63.8.4 The term "member" as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this **Contract**, the **Commissioner** may in his/her sole discretion terminate this **Contract** upon not less than three (3) **Days'** written notice in the event the **Contractor** fails to promptly report in writing to the **Commissioner** of the Department of Investigations ("DOI") of the **City** any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the **City** or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this **Contract** by the **Contractor**, or affecting the performance of this **Contract**.

## ARTICLE 64. TERMINATION BY THE CITY

64.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, at any time, terminate this **Contract** by written notice to the **Contractor**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Commissioner**:

64.1.1 Stop **Work** on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the **City's** materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the **City** and deliver to the **Site** or another location designated by the **Commissioner**, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

64.1.5 Take no action which will increase the amounts payable by the **City** under this **Contract**.

64.2 In the event of termination by the **City** pursuant to this Article 64, payment to the **Contractor** shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum **Contracts**, or on lump sum items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this **Contract**. On lump sum **Contracts** only, the **City** will also pay the **Contractor** an additional sum as provided in Article 64.2.1(c).

64.2.1(a) For **Work** completed prior to the notice of termination, the **Contractor** shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the **Work**, as determined by the

**Commissioner**. For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Commissioner's** determination hereunder shall be final, binding, and conclusive.

64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of the following, less salvage value:

64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum **Contracts**, the **Contractor** shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million ($5,000,000) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million ($5,000,000) dollars and fifteen million ($15,000,000) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million ($15,000,000) dollars.

64.2.1(d) In the event the **City** terminates a lump sum **Contract** pursuant to this Article 64 within ninety (90) **Days** after registration of the **Contract** with the **Comptroller**, the **Contractor** shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this Article 64.2.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.2.3 Time and Materials Contracts or Items Based on Time and Material Records: On all **Contracts** or items in a **Contract** where payment for the **Work** is based on time and material records, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

64.2.4 Direct Costs: Direct Costs as used in this Article 64.2 shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Costs shall not include overhead.

64.3 In no event shall any payments under this Article 64 exceed the **Contract** price for such items.

64.4 All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5 The **City** may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this Article 64 shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the **Contract** sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

## ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

65.1 This **Contract** shall be deemed to be executed in the **City** regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable.

65.2 The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the **City** and County of New York. To effect this **Contract** and intent, the **Contractor** agrees:

65.2.1 If the **City** initiates any action against the **Contractor** in Federal court or in a New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **City** in writing; and

65.2.2 With respect to any action between the **City** and the **Contractor** in a New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the **City** against the **Contractor** in a Federal Court located in the **City**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the **City**.

65.2.4 If the **Contractor** commences any action against the **City** in a court located other than in the **City** and County of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the **City** and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.

65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

## ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

66.1 The **Contractor** agrees that neither the **Contractor** nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.

66.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the **Contractor** or a substantially-owned affiliated company thereof for participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the **Comptroller** may, at his/her option, render forfeit and void this **Contract**.

66.3 The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

## ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM

67.1 This **Contract** is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction contract shall be awarded unless and until these requirements have been complied with in their entirety; however, compliance with this Article 67 is not required if the Agency sets Subcontractor Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the **City** Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3 The **Contractor** shall not require performance and payment bonds from LBE **Subcontractors**.

67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.

67.5 If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.

67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:

67.6.1 Reducing the **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the **Contractor** in default;

67.6.3 If the **Contractor** is an LBE, de-certifying and declaring the **Contractor** ineligible to participate in the LBE program for a period of up to three (3) years.

## ARTICLE 68. ANTITRUST

68.1 The **Contractor** hereby assigns, sells, and transfers to the **City** all right, title, and interest in and to any claims and causes of action arising under the antitrust **Laws** of New York State or of the United States relating to the particular goods or services purchased or procured by the **City** under this **Contract**.

## ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

69.1 Notice To All Prospective **Contractors**:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local **Law** provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand ($10,000.) dollars, or for construction involving an amount greater than fifteen thousand ($15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or 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 as shown in Schedule A.

## ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

75.1 The **City** will pay and the **Contractor** will accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein, the total sum shown in Schedule A, this said sum being the amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract**.

## ARTICLE 76. ELECTRONIC FUNDS TRANSFER

76.1 In accordance with Section 6-107.1 of the Administrative Code, the **Contractor** agrees to accept payments under this **Contract** from the **City** by electronic funds transfer (EFT). An EFT is any

transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this **Contract**, the **Contractor** shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of the **City** Department of Finance with information necessary for the **Contractor** to receive electronic funds transfer payments through a designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the **Contractor** shall constitute full satisfaction by the **City** for the amount of the payment under this **Contract**. The account information supplied by the **Contractor** to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by **Law**.

76.2 The **Commissioner** may waive the application of the requirements of this Article 76 to payments on contracts entered into pursuant to Section 315 of the **City** Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the **Agency** may waive the requirements of this Article 76 for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the **City**.

## ARTICLE 77. RECORDS RETENTION

77.1 The **Contractor** agrees to retain all books, records, and other documents relevant to this **Contract** for six years after the final payment or termination of this **Contract**, whichever is later. **City**, state, and federal auditors and any other persons duly authorized by the **City** shall have full access to and the right to examine any such books, records, and other documents during the retention period.

## ARTICLE 78. EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS

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

78.2 Should the **Contractor** encounter during the progress of the Work site conditions or environmental hazards at the **Site** materially differing from any shown on the **Contract Drawings** or indicated in the **Specifications** or such conditions or environmental hazards as could not reasonably have been anticipated by the **Contractor**, which conditions or hazards will materially affect the cost of the **Work** to be done under the **Contract**, the attention of the **Commissioner** must be called immediately to such conditions or hazards before they are disturbed. The **Commissioner** shall thereupon promptly investigate the conditions or hazards. If the **Commissioner** finds that they do so materially differ, and that they could not have been reasonably anticipated by the **Contractor**, the **Contract** may be modified with the **Commissioner**'s written approval.

## ARTICLE 79. PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

## NOTICE TO ALL PROSPECTIVE CONTRACTORS

### ARTICLE I. M/WBE PROGRAM

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

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

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

### PART A

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

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

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

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

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

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

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

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

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

**C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.**

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

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## PART B: MISCELLANEOUS

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

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

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

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

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

## ARTICLE II. ENFORCEMENT

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Commissioner, on behalf of the City of New York, and the Contractor, have executed this agreement in quadruplicate, two parts of which are to remain with the Commissioner, another to be filed with the Comptroller of the City, and the fourth to be delivered to the Contractor.

THE CITY OF NEW YORK

By:_____
Commissioner

CONTRACTOR:

By:_____
(Member of Firm or Officer of Corporation)

Title:_____

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

_____
Secretary

(Seal)

_____

DocuSign Envelope ID: 0E7F6BB8-B73D-419F-B67B-4A82B946A4FC

# CONTRACT SIGNATURE PAGE

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

This Contract consists of this contract signature page as well as the following documents ("Contract Documents") which are located in the Documents tab of the PASSPort record titled **85022B0037-SEQ002715**.

1. **Volume 1 - Apr 11 2022 4:29PM**
2. **(Question answer) - Bid Bond.pdf - Apr 11 2022 5:11PM**
3. **(Question answer) - Qualification Form.pdf - Apr 11 2022 4:29PM**
4. **Broker's Certification - May 2 2022 1:26PM**
5. **Disability Insurance - May 2 2022 1:31PM**
6. **Insurance Document - May 2 2022 2:08PM**
7. **NOTICE TO BIDDERS-COVID19 - Apr 11 2022 4:29PM**
8. **Proposal/Bid - Apr 11 2022 4:29PM**
9. **Security/Bonds - May 2 2022 1:36PM**
10. **SEQ002715 - Addendum 1 - Apr 11 2022 4:29PM**
11. **SEQ002715 - Addendum 3 - Apr 11 2022 4:29PM**
12. **SEQ002715 Addendum 2 - Apr 11 2022 4:29PM**
13. **SEQ002715 CONTRACT DRAWINGS - Apr 11 2022 4:29PM**
14. **SEQ002715 Planholder's List - Apr 11 2022 4:29PM**
15. **SEQ002715 Volume 2 - Apr 11 2022 4:29PM**
16. **SEQ002715 Volume 3 - Apr 11 2022 4:29PM**
17. **SEQ002715_Bidder #2_Triumph Construction Corp._Bid Schedule from PASSPort - Apr 11 2022 6:53PM**
18. **Triumph Construction Corp. - SEQ002715 Cured Schedule B - Apr 11 2022 7:02PM**
19. **Workers Compensation - May 2 2022 1:40PM**

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

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

The City of New York
By: **DEPARTMENT OF DESIGN AND CONSTRUCTION**

DocuSigned by:
ERIC MACFARLANE
1A87ABA0188B41C...

*(Signature)*

Name: ERIC MACFARLANE

Title: Deputy Commissioner

Date: 5/12/2022 | 08:23:27 PDT

Contractor
By: **TRIUMPH CONSTRUCTION CORP**

DocuSigned by:
Dominick Cuzzi
D7B76FA831EE43E...

DocuSign Envelope ID: 0E7F6BB8-B73D-419F-B67B-4A82B946A4FC

*(Signature)*

Name: Dominick Cuzzi

Title: COO

Date: 5/12/2022 | 06:15:29 PDT

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of _____ County of _____ ss:

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

_____
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

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

_____
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

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

_____
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT BY COMMISSIONER

State of _____ County of _____ ss:

On this _____ day of _____, _____, before me personally came _____ to me known, and known to be the Deputy Commissioner of the Department of Design and Construction of The City of New York, the person described as such in and who as such executed the foregoing instrument and acknowledged to me that he executed the same as Deputy Commissioner for the purposes therein mentioned.

_____
Notary Public or Commissioner of Deeds

A U T H O R I T Y

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

_____

_____

Dollars ($ _____)

is chargeable to the fund of the Department of Design and Construction entitled Code

_____

_____

_____
Department of Design and Construction

I hereby certify that the specifications contained herein comply with the terms and conditions of the BUDGET.

_____
Commissioner

COMPTROLLER'S CERTIFICATE

The City of New York_____

Pursuant to the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this Contract sufficient to pay the estimated expense of executing the same viz:

$_____

_____
Comptroller

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

**<u>Performance Bond #1 (Pages 100 to 103)</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

**KNOW ALL PERSONS BY THESE PRESENTS:,**
That we, _____

_____

_____

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

_____

_____

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum
of _____

_____

_____

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

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

_____

_____

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

**NOW, THEREFORE,** the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

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 100 to 103)</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.**



**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)

_____(L.S.)
Principal

By:_____.

(Seal)
Surety

By:_____.
_____.

(Seal) Surety

By:_____.
_____.

(Seal) Surety

By:_____.
_____.

(Seal) Surety

By:_____.
_____.

(Seal) Surety

By:_____.

Bond Premium Rate _____.

Bond Premium Cost _____.

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

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

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

**<u>Performance Bond #1 (Pages 100 to 103)</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.**



**<u>ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION</u>**

State of _____ County of _____ ss:

On this _____ day of _____, 20_____ before me personally came _____,
to me known, who, being by me duly sworn did depose and say that he/she resides at _____
_____; that he/she is the _____
of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

_____
Notary Public or Commissioner of Deeds.

**<u>ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP</u>**

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____,
to me known, who, being by me duly sworn did dispose and say that he/she resides at _____
_____; that he/she is _____ partner of
_____, a limited/general partnership existing under the laws of the State of
_____, the partnership described in and which executed the foregoing instrument;
and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

_____
Notary Public or Commissioner of Deeds.

**<u>ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL</u>**

State of _____ County of _____ ss:

On this _____ day of _____, 20_____ before me personally came _____,
to me known, who,.being by me duly sworn did depose and say that he/she resides at _____
_____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

_____
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

* * * * * * * *

Affix Acknowledgments and Justification of Sureties.

**Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than $5 Million.**



**PERFORMANCE BOND #2** Bond No. 015216051

**KNOW ALL PERSONS BY THESE PRESENTS:,**
That we, Triumph Construction Corp.
1354 Seneca Avenue
Bronx, NY 10474

hereinafter referred to as the "Principal,"
and, Liberty Mutual Insurance Company
1200 MacArthur Blvd., 3rd Floor
Mahwah, NJ 07430

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 Seven Million Two Hundred Ninety Thousand Nine Hundred Eighty Five and 00/100

($ 7,290,985.00 ) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

Project ID: SEQ002715 - Replacement and Repair of Combined Sewer Outfall Located North of 81st Street and 19th Avenue, on LaGuardia Airport Property Together Will All Work Incidental Thereto Borough of Queens, City of New York

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

**NOW, THEREFORE,** the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

**Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than $5 Million.**



good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to either (1) pay the full amount of the above penal sum in complete discharge and exoneration of this bond and of all the liabilities of the Surety relating to this bond, or (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof. The Surety (Sureties) further agrees, at its option, either to tender the penal sum or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any Work to be performed or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

**Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than $5 Million.**



**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

15th day of April 20 22.

(Seal)

Triumph Construction Corp. (L.S.)
Principal

By: _____

(Seal)

Liberty Mutual Insurance Company
Surety

By: _____
Sandra A. Pace, Attorney-In-Fact
Surety

(Seal)

By: _____
N/A
Surety

(Seal)

By: _____
N/A
Surety

(Seal)

By: _____
N/A
Surety

(Seal)

By: _____

Bond Premium Rate $17.00/$10.00/$7.50/$7.00

Bond Premium Cost $76,248.00

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

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

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

**Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than $5 Million.**



**ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION**

State of NEW YORK County of BRONX ss:

On this 15th day of APRIL, 20 22 before me personally came CARLO CUZZI,
to me known, who, being by me duly sworn did depose and say that he resides
at NEW ROCHELLE NY; that he/she is the PRESIDENT
of the corporation described in and which executed the foregoing instrument; that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

Denise Chavier
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CH6174232
Qualified In Bronx County
Commission Expires March 14, 2024

Denise Chavier
Notary Public or Commissioner of Deeds.

**ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP**

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____,
to me known, who, being by me duly sworn did depose and say that he/she resides
at _____

_____; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

_____
Notary Public or Commissioner of Deeds

**ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL**

State of _____ County of _____ ss:

On this _____ day of _____, 20_____ before me personally came _____,
to me known, who, being by me duly sworn did depose and say that he/she resides
at _____
_____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

_____
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

* * * * * * * *

Affix Acknowledgments and Justification of Sureties.

# SURETY ACKNOWLEDGMENT

State of **New Jersey**

County of **Union**

On this 15th day of April, 2022, Before me personally came **Sandra A. Pace** to me known, who being by me duly sworn, did depose and say that he/she is an Attorney-in-Fact of Liberty Mutual Insurance Company corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires

Susan A Lojo
NOTARY PUBLIC
State of New Jersey
My Commission Expires
November 7, 2022

Susan A Lojo



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

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

Certificate No: 8206800-969516

# POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cheryl R. Coleman; Marc J. Michalewsky; Mary J. D'Amato; Sandra A. Pace; Thomas True; Zachary J. Rosenthal

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of November , 2021 .

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

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of November , 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of April , 2022 .

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Liberty Mutual. SURETY

# LIBERTY MUTUAL INSURANCE COMPANY

## FINANCIAL STATEMENT — DECEMBER 31, 2020

### Assets

| | |
|---|---|
| Cash and Bank Deposits | $2,058,007,542 |
| *Bonds — U.S Government | 2,209,760,437 |
| *Other Bonds | 15,902,755,586 |
| *Stocks | 18,517,107,230 |
| Real Estate | 193,169,809 |
| Agents' Balances or Uncollected Premiums | 6,970,170,469 |
| Accrued Interest and Rents | 118,399,147 |
| Other Admitted Assets | 12,079,597,645 |
| **Total Admitted Assets** | **$58,048,967,865** |

### Liabilities

| | | |
|---|---|---|
| Unearned Premiums | | $8,448,706,991 |
| Reserve for Claims and Claims Expense | | 23,879,216,613 |
| Funds Held Under Reinsurance Treaties | | 343,068,613 |
| Reserve for Dividends to Policyholders | | 1,192,716 |
| Additional Statutory Reserve | | 77,397,000 |
| Reserve for Commissions, Taxes and Other Liabilities | | 6,279,510,804 |
| **Total** | | **$39,029,092,737** |
| Special Surplus Funds | $178,155,102 | |
| Capital Stock | 10,000,075 | |
| Paid in Surplus | 10,945,045,214 | |
| Unassigned Surplus | 7,886,674,737 | |
| **Surplus to Policyholders** | | **19,019,875,128** |
| **Total Liabilities and Surplus** | | **$58,048,967,865** |

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

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

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2020, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2021.

T A Mikolajewski

Assistant Secretary

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

S-1262LMIC/a 3/21

## State of New York

## DEPARTMENT OF FINANCIAL SERVICES

**WHEREAS IT APPEARS THAT**

**Liberty Mutual Insurance Company**

**Home Office Address** Boston, Massachusetts

**Organized under the Laws of** Massachusetts

**has complied with the necessary requirements of or pursuant to law, it is hereby**

**licensed to do within this State the business of**

accident and health, fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, elevator, animal, collision, personal injury liability, property damage liability, workers' compensation and employers' liability, fidelity and surety, credit, motor vehicle and aircraft physical damage, marine and inland marine, marine protection and indemnity and motor vehicle lessee/debtor gap insurance, as specified in paragraph(s) 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21 and 26(B) of Section 1113(a) of the New York Insurance Law and also such workers' compensation insurance as may be incident to coverages contemplated under paragraphs 20 and 21 of Section 1113(a), including insurances described in the Longshoremen's and Harbor Workers' Compensation Act (Public Law No. 803, 69 Cong. as amended; 33 USC Section 901 et seq. as amended) , and as authorized by Section 4102(c), insurance of every kind or description outside of the United States and reinsurance of every kind or description to the extent permitted by certified copy of its charter document on file in this Department until July 1, 2022.

NEW YORK STATE * DEPARTMENT OF FINANCIAL SERVICES *

**In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, New York, this 1st day of July, 2021**

Linda A. Lacewell
Superintendent

By

Colleen M. Draper
Special Deputy Superintendent

Original on Watermarked Paper

# STATE OF NEW YORK
# DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Liberty Mutual Insurance Company
of Boston, Massachusetts

a corporation organized under the laws of Massachusetts and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $19,019,875,128. (Capital $10,000,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2020, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have here-unto set my hand and affixed the official seal of this Department at the City of Albany, this 1st day of April, 2021.

Linda A. Lacewell
Superintendent

By

Colleen M. Draper
Special Deputy Superintendent

**Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.**



Bond No. 015216051

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we,

Triumph Construction Corp.

1354 Seneca Avenue

Bronx, NY 10474

hereinafter referred to as the "Principal", and

Liberty Mutual Insurance Company

1200 MacArthur Blvd., 3rd Floor

Mahwah, NJ 07430

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

Seven Million Two Hundred Ninety Thousand Nine Hundred Eighty Five and 00/100

($7,290,985.00 ) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

Project ID: SEQ002715 - Replacement and Repair of Combined Sewer Outfall Located North of 81st Street and 19th Avenue, on LaGuardia Airport Property Together Will All Work Incidental Thereto Borough of Queens, City of New York

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site

**Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.**



of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be place in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

**Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.**



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 15th day of April, 2022.

(Seal)

Triumph Construction Corp. (L.S.)
Principal

By: _____

(Seal)

Liberty Mutual Insurance Company
Surety

By: Sandra A. Pace
Sandra A. Pace, Attorney-in-Fact

(Seal)

N/A
Surety

By: _____

(Seal)

N/A
Surety

By: _____

(Seal)

N/A
Surety

By: _____

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

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

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

**Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.**



**ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION**

State of NEW YORK County of BRONX ss:

On this 15 day of APRIL, 2022, before me personally came CARLO CURZI to me known, who, being by me duly sworn did depose and say that he resides at NEW ROCHELLE NY that he is the PRESIDENT of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

Denise Chavier
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CH6174232
Qualified in Bronx County
Commission Expires March 14, 2024

Denise Chavier
Notary Public or Commissioner of Deeds

**ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP**

State of _____ County of _____ ss:

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

_____
Notary Public or Commissioner of Deeds

**ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL**

State of _____ County of _____ ss:

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

_____
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

* * * * * * * *

Affix Acknowledgments and Justification of Sureties.

# SURETY ACKNOWLEDGMENT

State of **New Jersey**

County of **Union**

On this 15th day of April, 2022, Before me personally came **Sandra A. Pace** to me known, who being by me duly sworn, did depose and say that he/she is an Attorney-in-Fact of Liberty Mutual Insurance Company corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires

Susan A Lojo
NOTARY PUBLIC
State of New Jersey
My Commission Expires
November 7, 2022

Susan A Lojo

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

Liberty Mutual. SURETY

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

Certificate No: 8206800-969516

# POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cheryl R. Coleman; Marc J. Michalewsky; Mary J. D'Amato; Sandra A. Pace; Thomas True; Zachary J. Rosenthal

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

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of November, 2021.

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

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of November, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

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

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

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

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

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

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

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 15th day of April, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Liberty Mutual SURETY

# LIBERTY MUTUAL INSURANCE COMPANY

## FINANCIAL STATEMENT — DECEMBER 31, 2020

### Assets

| | |
|---|---|
| Cash and Bank Deposits | $2,058,007,542 |
| *Bonds — U.S Government | 2,209,760,437 |
| *Other Bonds | 15,902,755,586 |
| *Stocks | 18,517,107,230 |
| Real Estate | 193,169,809 |
| Agents' Balances or Uncollected Premiums | 6,970,170,469 |
| Accrued Interest and Rents | 118,399,147 |
| Other Admitted Assets | 12,079,597,645 |
| **Total Admitted Assets** | **$58,048,967,865** |

### Liabilities

| | | |
|---|---|---|
| Unearned Premiums | | $8,448,706,991 |
| Reserve for Claims and Claims Expense | | 23,879,216,613 |
| Funds Held Under Reinsurance Treaties | | 343,068,613 |
| Reserve for Dividends to Policyholders | | 1,192,716 |
| Additional Statutory Reserve | | 77,397,000 |
| Reserve for Commissions, Taxes and Other Liabilities | | 6,279,510,804 |
| **Total** | | **$39,029,092,737** |
| Special Surplus Funds | $178,155,102 | |
| Capital Stock | 10,000,075 | |
| Paid in Surplus | 10,945,045,214 | |
| Unassigned Surplus | 7,886,674,737 | |
| **Surplus to Policyholders** | | **19,019,875,128** |
| **Total Liabilities and Surplus** | | **$58,048,967,865** |

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

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

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2020, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2021.

T A Mikolajewski

Assistant Secretary



S-1262LMIC/a 3/21

## State of New York

## DEPARTMENT OF FINANCIAL SERVICES

**WHEREAS IT APPEARS THAT**

Liberty Mutual Insurance Company

**Home Office Address** Boston, Massachusetts

**Organized under the Laws of** Massachusetts

**has complied with the necessary requirements of or pursuant to law, it is hereby**

**licensed to do within this State the business of**

accident and health, fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, elevator, animal, collision, personal injury liability, property damage liability, workers' compensation and employers' liability, fidelity and surety, credit, motor vehicle and aircraft physical damage, marine and inland marine, marine protection and indemnity and motor vehicle lessee/debtor gap insurance, as specified in paragraph(s) 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21 and 26(B) of Section 1113(a) of the New York Insurance Law and also such workers' compensation insurance as may be incident to coverages contemplated under paragraphs 20 and 21 of Section 1113(a), including insurances described in the Longshoremen's and Harbor Workers' Compensation Act (Public Law No. 803, 69 Cong. as amended; 33 USC Section 901 et seq. as amended) , and as authorized by Section 4102(c), insurance of every kind or description outside of the United States and reinsurance of every kind or description to the extent permitted by certified copy of its charter document on file in this Department until July 1, 2022.

NEW YORK STATE * DEPARTMENT OF FINANCIAL SERVICES * EXCELSIOR EMPIRE STATE OF OPPORTUNITY

**In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, New York, this 1st day of July, 2021**

Linda A. Lacewell
Superintendent

By Colleen M. Draper

Colleen M. Draper
Special Deputy Superintendent

Original on Watermarked Paper

# STATE OF NEW YORK
# DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Liberty Mutual Insurance Company
of Boston, Massachusetts

a corporation organized under the laws of Massachusetts and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $19,019,875,128. (Capital $10,000,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2020, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 1st day of April, 2021.

Linda A. Lacewell
Superintendent

By

Colleen M. Draper
Special Deputy Superintendent

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/22/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Brown & Brown of New York, Inc.<br>1133 Westchester Avenue<br>Suite N-136<br>White Plains NY 10604 | PHONE (A/C, No, Ext): (914) 337-1833 | FAX (A/C, No): |
| | E-MAIL ADDRESS: triumphcertificates@bbinsny.com | |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Accredited Surety and Casualty Company, Inc. | 26379 |
| INSURER B : | Liberty Mutual Fire Insurance Company | 23035 |
| INSURER C : | The First Liberty Insurance Corporation | 33588 |
| INSURER D : | James River Insurance Company | 12203 |
| INSURER E : | Endurance American Specialty Insurance Company | 41718 |
| INSURER F : | Navigators Insurance Company | 42307 |

INSURED: Triumph Construction Corp, 1354 Seneca Ave, Bronx NY 10474

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ☒ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☒ OCCUR<br>☒ Contractual Liability<br>☒ X, C, U Included<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☒ PRO-JECT ☐ LOC<br>☒ OTHER: $100,000 | Y | | 1-TPM-NY-17-01264115 | 01/01/2022 | 01/01/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 2,000,000<br>$ 300,000<br>$ 5,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000 |
| B | AUTOMOBILE LIABILITY<br>☒ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | Y | | AS2-611-C0B44C-021 | 08/01/2021 | 08/01/2022 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 2,000,000<br>$<br>$<br>$ |
| A | ☐ UMBRELLA LIAB ☒ OCCUR<br>☒ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | 1-TPM-NY-17-01264116 | 01/01/2022 | 01/01/2023 | EACH OCCURRENCE<br>AGGREGATE | $ 3,000,000<br>$ 3,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WC6-611-C0B44C-011 | 08/01/2021 | 01/01/2023 | ☒ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Excess Liability - 2nd Layer | | | 1-TPM-NY-17-01264117 | 01/01/2022 | 01/01/2023 | Each Occurrence<br>Aggregate | $5,000,000<br>$5,000,000 |

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

Project Location: North of 81st Street & 19th Avenue, LaGuardia Airport Property, Borough of Queens
Project ID: SEQ002715

The City of New York, including its officials and employees, with coverage at least as broad as the CG2010 and CG2037, are included as Additional Insured if required by written contract, as per the attached endorsements. The Port Authority of New York and New Jersey and National Grid are included as Additional Insureds as per the attached CG2026 endorsement.

**CERTIFICATE HOLDER**

DDC Director, Insurance Risk Manager
30-30 Thomson Avenue, 4th Fl
(IDCNY Building)
Long Island City NY 11101

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

# ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

| AGENCY | NAMED INSURED |
|---|---|
| Brown & Brown of New York, Inc. | Triumph Construction Corp |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Additional Coverages:

Excess Liability 3rd Layer
Insurer D: James River Insurance Company
NAIC #: 12203
Policy #: 00105810-0
Policy Term: 01/01/2022 – 01/01/2023
Occurrence/Aggregate Limit: $2,000,000

Excess Liability 4th Layer
Insurer E: Endurance American Specialty Insurance Company
NAIC #: 41718
Policy #: EXN30001879801
Policy Term: 01/01/2022 – 01/01/2023
Occurrence/Aggregate Limit: $3,000,000

Excess Auto Liability 5th Layer
Insurer F: Navigators Insurance Company
NAIC #: 42307
Policy #: MR22EXCZ09ZQ9IV
Policy Term: 01/01/2022 - 01/01/2023
Occurrence/Aggregate Limit: $4,000,000

Excess Auto Liability 6th Layer
Insurer G: RSUI Indemnity Company
NAIC #: 22314
Policy #: NHA096473
Policy Term: 01/01/2022 - 01/01/2023
Occurrence/Aggregate Limit: $3,000,000

Contractor's Pollution Liability and Errors & Omissions Package
Insurer: Illinois Union Insurance Company
NAIC: 27960
Policy #: CPY G72535200 001
Policy Term: 08/01/2021 - 08/01/2023
Per Pollution Condition/Aggregate: $10,000,000
Errors & Omissions Per Wrongful Act: $10,000,000


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ACORD®

# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 8/20/2021

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

| AGENCY | PHONE (A/C, No, Ext): (914) 337-1833 |
|---|---|
| Brown & Brown of New York, Inc.<br>1133 Westchester Avenue<br>Suite N-136 triumphcertificates@bbinsny.com<br>White Plains NY 10604 | |
| FAX (A/C, No): | E-MAIL ADDRESS: |
| CODE: | SUB CODE: |
| AGENCY CUSTOMER ID #: 00170275 | |

| COMPANY |
|---|
| The Hanover Insurance Company<br>PO Box 890678<br>Charlotte NC 28289-0678 |

| INSURED |
|---|
| Triumph Construction Corp<br>1354 Seneca Ave<br>Bronx NY 10474 |

| LOAN NUMBER | POLICY NUMBER |
|---|---|
| | RHSH315729-01 |

| EFFECTIVE DATE | EXPIRATION DATE | CONTINUED UNTIL TERMINATED IF CHECKED |
|---|---|---|
| 8/1/2021 | 8/1/2022 | ☐ |

THIS REPLACES PRIOR EVIDENCE DATED:

## PROPERTY INFORMATION

LOCATION/DESCRIPTION

Project Location: North of 81st Street & 19th Avenue, LaGuardia Airport Property, Borough of Queens
Project ID: SEQ002715

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

## COVERAGE INFORMATION

| COVERAGE / PERILS / FORMS | AMOUNT OF INSURANCE | DEDUCTIBLE |
|---|---|---|
| Field Office Contents at Various Locations<br>Replacement Cost, Special Form | $40,000 | $1,000 |

## REMARKS (Including Special Conditions)

## CANCELLATION

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

## ADDITIONAL INTEREST

| NAME AND ADDRESS | ☐ MORTGAGEE ☐ LOSS PAYEE | ☐ ADDITIONAL INSURED |
|---|---|---|
| DDC Director, Insurance Risk Manager<br>30-30 Thomson Avenue, 4th Fl<br>(IDCNY Building)<br>Long Island City, NY 11101 | LOAN # | |
| | AUTHORIZED REPRESENTATIVE<br>John Moccia/CRVAZZ | |


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| As Required by Written Contract executed prior to any claim or "suit." | As Required by Written Contract executed prior to any claim or "suit." |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.


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**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| As Required by Written Contract executed prior to any claim or "suit." | As Required by Written Contract executed prior to any claim or "suit." |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Additional Insured Person(s) Or Organization(s):** |
|---|
| **The Port Authority of New York and New Jersey; National Grid** |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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## POLICY INFORMATION PAGE

The following item(s)

- ☐ Insured's Name (WC 89 06 01)
- ☐ Policy Number (WC 89 06 02)
- ☐ Effective Date (WC 89 06 03)
- ☐ Expiration Date (WC 89 06 04)
- ☐ Insured's Mailing Address (WC 89 06 05)
- ☐ Experience Modification (WC 89 04 06)
- ☐ Producer's Name (WC 89 06 07)
- ☐ Change in Workplace of Insured (WC 89 06 08)
- ☐ Insured's Legal Status (WC 89 06 10)
- ☐ Item 3.A. States (WC 89 06 11)
- ☐ Item 3.B. Limits (WC 89 06 12)
- ☐ Item 3.C. States (WC 89 06 13)
- ☐ Item 3.D. Endorsement Numbers (WC 89 06 14)
- ☒ Item 4.* Class, Rate, Other (WC 89 04 15)
- ☐ Interim Adjustment of Premium (WC 89 04 16)
- ☐ Carrier Servicing Office (WC 89 06 17)
- ☐ Interstate/Intrastate Risk ID Number (WC 89 06 18)
- ☐ Carrier Number (WC 89 06 19)
- ☐ Issuing Agency/Producer Office Address (WC 89 06 25)

Is changed to read:

Triumph Construction Corp
1354 Seneca Ave
Bronx NY 10474
Add Class Code 6325 US and 6325 M1

*Item 4. Change To:

| Classifications | Code No. | Premium Basis Total Estimated Annual Remuneration | Rate Per $100 of Remuneration | Estimated Annual Premium |
|---|---|---|---|---|
| ☒ See attached Premium Schedule GPO2923 | | | | |

Total Estimated Annual Premium $940,845 Minimum Premium $1,530 Deposit Premium $940,845

All other terms and conditions of this policy remain unchanged.

Issued by The First Liberty Insurance Corporation 27359

For attachment to Policy No. WC6-611-C0B44C-011 Effective Date 04/19/2022 Premium $ Defer to Audit

Issued to Triumph Construction Corp Endorsement No.


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The First Liberty Insurance Corporation

Item 3. Coverage D - Extension of Information Page

## Miscellaneous Form and Endorsement Schedule

### Policy Notices and Applications

| Form Number | Form Name |
|---|---|

### Policy Schedules

| Form Number | Form Name |
|---|---|
| GPO 4741 | Miscellaneous Form and Endorsement Schedule |
| PA 505 | Premium Summary Report by State |
| GPO 2923 | Item 4. Premium - Extension of Information Page |
| GPO 2926 | U.S.L. and H.W. Compensation Act Schedule |

### Policy Endorsements

| Form Number | Form Name | End. Serial No. (Applies to all forms listed) | Comments |
|---|---|---|---|
| | | 003 | |
| WC 89 04 15 | Policy Information Page - Item 4. Class, Rate, Other | | |
| WC 00 01 06 A | Longshore and Harbor Workers' Compensation Act Coverage | | |
| WC 00 02 01 B | Maritime Coverage Endorsement | | |

# State Premium Summary

| State | Payroll Exposure | Total Premium | Assessment & Surcharge |
|---|---|---|---|
| New York | 19,819,731 | 940,845 | 117,524 |
| North Dakota | 0 | 0 | 0 |
| Ohio | 0 | 0 | 0 |
| Washington | 0 | 0 | 0 |
| Wyoming | 0 | 0 | 0 |
| Totals | 19,819,731 | 940,845 | 117,524 |

Item 4. Premium - Extension of Information Page

| Classification of Operations<br>Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy. | Class Code | Premium Basis<br>Payroll - Unless otherwise indicated<br>a) Flat Charge<br>b) Per Capita<br>c) Passenger Seat<br>d) Premium<br>e) Other | Rate<br>Payroll-<br>Per $100 | Estimated Premium |
|---|---|---|---|---|
| **New York** | | | | |
| **Period: 08/01/2021 - 08/01/2022** | | | | |
| **Bronx: 1354 Seneca Ave 10474** | | | | |
| Concrete or Cement Work - Floors, Driveways, Yards or Sidewalks - All Operations To Completion & Drivers | 5221 | If Any | 14.66 | 0 |
| Contractor - Executive Supervisor, Construction Executive, Construction Manager, Construction Superintendent or Project Manager | 5606 | 907,539 | 4.88 | 44,288 |
| Sewer Construction - All Operations To Completion & Drivers | 6306 | If Any | 12.44 | 0 |
| Gas Main or Connection Construction - All Operations To Completion & Drivers | 6319 | 567,212 | 6.75 | 38,287 |
| Conduit Construction - For Cables Or Wires - All Operations To Completion & Drivers | 6325 | 9,415,715 | 9.37 | 882,252 |
| Executive Officers NOC - Not Foreman, Workers or Salespersons | 8809 | 157,307 | .25 | 393 |
| Clerical Office Employees NOC | 8810 | 2,255,096 | .16 | 3,608 |
| Building Operation - Commercial - No Dwelling Occupancy Except by Owner or Custodian | 9026 | 687,529 | 5.68 | 39,052 |
| **Subject to Longshore And Harbor Workers' Compensation Act Endorsement**<br>Conduit Construction - For Cables Or Wires - All Operations To Completion & Drivers | 6325 | If Any | 16.38 | 0 |
| **Subject to Maritime Coverage Endorsement**<br>Conduit Construction - For Cables Or Wires - All Operations To Completion & Drivers | 6325 | If Any | 9.37 | 0 |

Item 4. Premium - Extension of Information Page

| Classification of Operations<br>Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy. | Class Code | Premium Basis<br>Payroll - Unless otherwise indicated<br>a) Flat Charge<br>b) Per Capita<br>c) Passenger Seat<br>d) Premium<br>e) Other | Rate<br>Payroll-<br>Per $100 | Estimated Premium |
|---|---|---|---|---|
| Continued:<br>**New York**<br>**Period: 08/01/2021 - 08/01/2022**<br>**Bronx: 1354 Seneca Ave 10474**<br>**Subject to Voluntary Compensation Endorsement**<br>Concrete or Cement Work - Floors, Driveways, Yards or Sidewalks - All Operations To Completion & Drivers | 5221 | If Any | 18.76 | 0 |
| **Manual Premium** | | | | **$1,007,880** |
| Waiver of Subrogation Premium | 0930 | | | 20,158 |
| Experience Modification(.75 FNL) | 9898 | d) 1,028,038 | | (257,010) |
| **Modified Premium** | | | | **$771,028** |
| Construction Classification Premium Adjustment Program | 9046 | | .18 | (138,785) |
| Maritime Minimum Premium Adjustment | 9849 | | | 115 |
| Schedule Rating | 9889 | | .05 | 31,618 |
| **Standard Premium** | | | | **$663,976** |
| Premium Discount | 0063 | | .105 | (69,719) |
| Expense Constant | 0900 | | | 230 |
| Terrorism | 9740 | 13,990,398 | .059 | 8,254 |
| Terrorism(.034) | 9740 | 0 | | 0 |
| Catastrophe (other than Certified Acts of Terrorism) | 9741 | 13,990,398 | .01 | 1,399 |
| Catastrophe (other than Certified Acts of Terrorism) | 9741 | | .007 | 0 |
| **Estimated Premium** | | | | **$604,140** |

Item 4. Premium - Extension of Information Page

| Classification of Operations | | Premium Basis | | Rate | |
|---|---|---|---|---|---|
| Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy. | Class Code | Payroll - Unless otherwise indicated<br>a) Flat Charge<br>b) Per Capita<br>c) Passenger Seat<br>d) Premium<br>e) Other | | Payroll-<br>Per $100 | Estimated Premium |
| Continued:<br>**New York**<br>**Period: 08/01/2021 - 08/01/2022**<br>**Bronx: 1354 Seneca Ave 10474** | | | | | |
| New York State Assessment | 0932 | d) | 673,508 | .118 | 79,474 |
| NY WC Security Fund Surcharge | 9749 | d) | 604,140 | .00 | 0 |

Item 4. Premium - Extension of Information Page

| Classification of Operations | | Premium Basis | Rate | |
|---|---|---|---|---|
| Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy. | Class Code | Payroll - Unless otherwise indicated<br>a) Flat Charge<br>b) Per Capita<br>c) Passenger Seat<br>d) Premium<br>e) Other | Payroll-<br>Per $100 | Estimated Premium |
| Continued: | | | | |
| **New York** | | | | |
| **Period: 08/01/2022 - 01/01/2023 (Rating Date: 08/01/2022)** | | | | |
| **Bronx: 1354 Seneca Ave 10474** | | | | |
| Concrete or Cement Work - Floors, Driveways, Yards or Sidewalks - All Operations To Completion & Drivers | 5221 | If Any | 14.72 | 0 |
| Contractor - Executive Supervisor, Construction Executive, Construction Manager, Construction Superintendent or Project Manager | 5606 | 378,141 | 4.34 | 16,411 |
| Sewer Construction - All Operations To Completion & Drivers | 6306 | If Any | 12.16 | 0 |
| Gas Main or Connection Construction - All Operations To Completion & Drivers | 6319 | 236,338 | 5.37 | 12,691 |
| Conduit Construction - For Cables Or Wires - All Operations To Completion & Drivers | 6325 | 3,923,215 | 9.58 | 375,844 |
| Executive Officers NOC - Not Foreman, Workers or Salespersons | 8809 | 65,544 | .22 | 144 |
| Clerical Office Employees NOC | 8810 | 939,624 | .16 | 1,503 |
| Building Operation - Commercial - No Dwelling Occupancy Except by Owner or Custodian | 9026 | 286,471 | 5.28 | 15,126 |
| **Subject to Longshore And Harbor Workers' Compensation Act Endorsement**<br>Conduit Construction - For Cables Or Wires - All Operations To Completion & Drivers | 6325 | If Any | 16.77 | 0 |
| **Subject to Maritime Coverage Endorsement**<br>Conduit Construction - For Cables Or Wires - All Operations To Completion & Drivers | 6325 | If Any | 9.58 | 0 |

Item 4. Premium - Extension of Information Page

| Classification of Operations<br>Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy. | Class Code | Premium Basis<br>Payroll - Unless otherwise indicated<br>a) Flat Charge<br>b) Per Capita<br>c) Passenger Seat<br>d) Premium<br>e) Other | Rate<br>Payroll-<br>Per $100 | Estimated Premium |
|---|---|---|---|---|
| Continued:<br><br>**New York**<br><br>**Period: 08/01/2022 - 01/01/2023**<br>**(Rating Date: 08/01/2022)**<br><br>**Bronx: 1354 Seneca Ave 10474**<br><br>**Subject to**<br>**Voluntary Compensation Endorsement**<br>Concrete or Cement Work - Floors, Driveways, Yards or Sidewalks - All Operations To Completion & Drivers | 5221 | If Any | 18.84 | 0 |
| **Manual Premium** | | | | **$421,719** |
| Waiver of Subrogation Premium | 0930 | | | 8,434 |
| Experience Modification(1.00 PRLM) | 9898 | d) 430,153 | | 0 |
| **Modified Premium** | | | | **$430,153** |
| Construction Classification Premium Adjustment Program | 9046 | | .18 | (77,428) |
| Maritime Minimum Premium Adjustment | 9849 | | | 115 |
| Schedule Rating | 9889 | | .05 | 17,642 |
| **Standard Premium** | | | | **$370,482** |
| Premium Discount | 0063 | | .0987 | (36,554) |
| Expense Constant | 0900 | | | 96 |
| Terrorism | 9740 | 5,829,333 | .039 | 2,273 |
| Terrorism(.023) | 9740 | 0 | | 0 |
| Catastrophe (other than Certified Acts of Terrorism) | 9741 | 5,829,333 | .007 | 408 |
| Catastrophe (other than Certified Acts of Terrorism) | 9741 | | .004 | 0 |

Item 4. Premium - Extension of Information Page

| Classification of Operations | | Premium Basis | | Rate | |
|---|---|---|---|---|---|
| Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy. | Class Code | Payroll - Unless otherwise indicated<br>a) Flat Charge<br>b) Per Capita<br>c) Passenger Seat<br>d) Premium<br>e) Other | | Payroll-<br>Per $100 | Estimated Premium |
| Continued: | | | | | |
| **New York** | | | | | |
| **Period: 08/01/2022 - 01/01/2023 (Rating Date: 08/01/2022)** | | | | | |
| **Bronx: 1354 Seneca Ave 10474** | | | | | |
| **Estimated Premium** | | | | | **$336,705** |
| New York State Assessment | 0932 | d) | 373,042 | .102 | 38,050 |
| NY WC Security Fund Surcharge | 9749 | d) | 336,705 | .00 | 0 |
| **Total Premium for New York** | | | | | **$940,845** |
| **Total Surcharges and Assessments for New York** | | | | | **$117,524** |

Item 4. Premium - Extension of Information Page

| Classification of Operations | | Premium Basis | Rate | |
|---|---|---|---|---|
| Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy. | Class Code | Payroll - Unless otherwise indicated<br>a) Flat Charge<br>b) Per Capita<br>c) Passenger Seat<br>d) Premium<br>e) Other | Payroll-<br>Per $100 | Estimated Premium |
| Continued: | | | | |
| **North Dakota** | | | | |
| **Period: 08/01/2021 - 08/01/2022** | | | | |
| **Subject to Supplemental Employers Liability Endorsement** | | | | |
| Total Payroll | 0003 | If Any | .06 | 0 |
| Terrorism | 9740 | | .00 | 0 |

Item 4. Premium - Extension of Information Page

| Classification of Operations | | Premium Basis | Rate | |
|---|---|---|---|---|
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| Continued: | | | | |
| **North Dakota** | | | | |
| **Period: 08/01/2022 - 01/01/2023**<br>**(Rating Date: 08/01/2022)** | | | | |
| **Subject to**<br>**Supplemental Employers Liability Endorsement** | | | | |
| Total Payroll | 0003 | If Any | .06 | 0 |
| Terrorism | 9740 | | .00 | 0 |

Item 4. Premium - Extension of Information Page

| Classification of Operations | | Premium Basis | Rate | |
|---|---|---|---|---|
| Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy. | Class Code | Payroll - Unless otherwise indicated<br>a) Flat Charge<br>b) Per Capita<br>c) Passenger Seat<br>d) Premium<br>e) Other | Payroll-<br>Per $100 | Estimated Premium |
| Continued: | | | | |
| **Ohio** | | | | |
| **Period: 08/01/2021 - 08/01/2022** | | | | |
| **Subject to Supplemental Employers Liability Endorsement** | | | | |
| Total Payroll | 0003 | If Any | .06 | 0 |
| Terrorism | 9740 | | .00 | 0 |

Item 4. Premium - Extension of Information Page

| Classification of Operations | | Premium Basis | Rate | |
|---|---|---|---|---|
| Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy. | Class Code | Payroll - Unless otherwise indicated<br>a) Flat Charge<br>b) Per Capita<br>c) Passenger Seat<br>d) Premium<br>e) Other | Payroll-<br>Per $100 | Estimated Premium |
| Continued: | | | | |
| **Ohio** | | | | |
| **Period: 08/01/2022 - 01/01/2023 (Rating Date: 08/01/2022)** | | | | |
| **Subject to Supplemental Employers Liability Endorsement** | | | | |
| Total Payroll | 0003 | If Any | .06 | 0 |
| Terrorism | 9740 | | .00 | 0 |

Item 4. Premium - Extension of Information Page

| Classification of Operations | | Premium Basis | Rate | |
|---|---|---|---|---|
| Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy. | Class Code | Payroll - Unless otherwise indicated<br>a) Flat Charge<br>b) Per Capita<br>c) Passenger Seat<br>d) Premium<br>e) Other | Payroll-<br>Per $100 | Estimated Premium |
| Continued: | | | | |
| **Washington** | | | | |
| **Period: 08/01/2021 - 08/01/2022** | | | | |
| **Subject to Supplemental Employers Liability Endorsement** | | | | |
| Total Payroll | 0003 | If Any | .05 | 0 |
| Terrorism | 9740 | | .00 | 0 |

Item 4. Premium - Extension of Information Page

| Classification of Operations | | Premium Basis | Rate | |
|---|---|---|---|---|
| Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy. | Class Code | Payroll - Unless otherwise indicated<br>a) Flat Charge<br>b) Per Capita<br>c) Passenger Seat<br>d) Premium<br>e) Other | Payroll-<br>Per $100 | Estimated Premium |
| Continued: | | | | |
| **Washington** | | | | |
| **Period: 08/01/2022 - 01/01/2023 (Rating Date: 08/01/2022)** | | | | |
| **Subject to Supplemental Employers Liability Endorsement** | | | | |
| Total Payroll | 0003 | If Any | .05 | 0 |
| Terrorism | 9740 | | .00 | 0 |

Item 4. Premium - Extension of Information Page

| Classification of Operations | | Premium Basis | Rate | |
|---|---|---|---|---|
| Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy. | Class Code | Payroll - Unless otherwise indicated<br>a) Flat Charge<br>b) Per Capita<br>c) Passenger Seat<br>d) Premium<br>e) Other | Payroll-<br>Per $100 | Estimated Premium |
| Continued: | | | | |
| **Wyoming** | | | | |
| **Period: 08/01/2021 - 08/01/2022** | | | | |
| **Subject to Supplemental Employers Liability Endorsement** | | | | |
| Total Payroll | 0003 | If Any | .06 | 0 |
| Terrorism | 9740 | | .00 | 0 |

Item 4. Premium - Extension of Information Page

| Classification of Operations | | Premium Basis | Rate | |
|---|---|---|---|---|
| Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy. | Class Code | Payroll - Unless otherwise indicated<br>a) Flat Charge<br>b) Per Capita<br>c) Passenger Seat<br>d) Premium<br>e) Other | Payroll-<br>Per $100 | Estimated Premium |
| Continued: | | | | |
| **Wyoming** | | | | |
| **Period: 08/01/2022 - 01/01/2023**<br>**(Rating Date: 08/01/2022)** | | | | |
| **Subject to**<br>**Supplemental Employers Liability Endorsement** | | | | |
| Total Payroll | 0003 | If Any | .06 | 0 |
| Terrorism | 9740 | | .00 | 0 |

Item 4. Premium - Extension of Information Page

## UNITED STATES LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT - INCIDENTAL

| States | Percent of increase - non-Federal rates | States | Percent of increase - non-Federal rates |
|---|---|---|---|
| **Period: 08/01/2021 - 08/01/2022 (Rating Date: 08/01/2021)** | | | |
| New York | 74.8% | Washington | 100.0% |
| North Dakota | 100.0% | Wyoming | 100.0% |
| Ohio | 100.0% | | |
| **Period: 08/01/2022 - 01/01/2023 (Rating Date: 08/01/2022)** | | | |
| New York | 75.1% | Washington | 100.0% |
| North Dakota | 100.0% | Wyoming | 100.0% |
| Ohio | 100.0% | | |

## LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

**C. Workers' Compensation Law**

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

Schedule

| State | Longshore and Harbor Workers' Compensation Act Coverage Percentage |
|---|---|

REFER TO SCHEDULE GPO 2926 FOR STATES AND PERCENTAGES

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

Issued by The First Liberty Insurance Corporation 27359

For attachment to Policy No. WC6-611-C0B44C-011 Effective Date 04/19/2022 Premium $

Issued to Triumph Construction Corp


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## MARITIME COVERAGE ENDORSEMENT

This endorsement changes how insurance provided by Part Two (Employers Liability Insurance) applies to bodily injury to a master or member of the crew of any vessel.

A. **How This Insurance Applies** is replaced by the following:

A. **How This Insurance Applies**

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.

2. The employment must be necessary or incidental to work described in Item 1 of the Schedule of the Maritime Coverage Endorsement.

3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.

4. Bodily injury by accident must occur during the policy period.

5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

6. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. **Exclusions** is changed by removing exclusion 10 and by adding exclusions 13 and 14.

This insurance does not cover:

13. Bodily injury covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause, or any similar clause.

14. Your duty or obligation to provide transportation, wages, maintenance, and cure. This exclusion does not apply if a premium entry is shown in Item 2 of the Schedule, except that punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law are excluded even if a premium is paid for transportation, wages, maintenance, and cure coverage.

D. **We Will Defend** is changed by adding the following statement:

We will treat a suit or other action in rem against a vessel owned or chartered by you as a suit against you.

G. **Limits of Liability**

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.


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1. Bodily Injury by Accident. The limit shown for "bodily injury by accident-each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

   A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease-aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page. Bodily injury by disease will be deemed to occur in the state of the vessel's home port.

   Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

Schedule

1. Description of work:

2. Transportation, Wages, Maintenance, and Cure Premium $Included

   **Exclusion:** This insurance does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law even if a premium is paid for transportation, wages, maintenance, and cure coverage.

| | | | |
|---|---|---|---|
| 3. Limits of Liability | Bodily Injury by Accident | $25,000 | each accident |
| | Bodily Injury by Disease | $25,000 | aggregate |

Issued by The First Liberty Insurance Corporation 27359

For attachment to Policy No. WC6-611-C0B44C-011 Effective Date 04/19/2022 Premium $

Issued to Triumph Construction Corp


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**CITY OF NEW YORK**

**CERTIFICATION BY INSURANCE BROKER OR AGENT**

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

Brown & Brown of New York, Inc.
[Name of broker or agent (typewritten)]

1133 Westchester Avenue, Suite N-136 White Plains, NY 10604
[Address of broker or agent (typewritten)]

Cristina.Vazzano@BBrown.com
[Email address of broker or agent (typewritten)]

Phone: 914-337-1833 Fax: 914-337-1596
[Phone number/Fax number of broker or agent (typewritten)]

[Signature of authorized official, broker, or agent]

Cristina Vazzano, Account Manager
[Name and title of authorized official, broker, or agent (typewritten)]

State of ...New York.....)
) ss.:
County of ...Westchester.....)

Sworn to before me this 22 day of April 2022

Alma Delakas
NOTARY PUBLIC FOR THE STATE OF New York

Alma Delakas
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DE6278296
Qualified in Westchester County
Commission Expires April 1, 2025

NEW YORK STATE | Workers' Compensation Board

# CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

| | |
|---|---|
| 1a. Legal Name & Address of Insured (use street address only)<br>Triumph Construction Corp.<br>1354 Seneca Avenue<br>Bronx, NY 10474<br><br>Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)* | 1b. Business Telephone Number of Insured<br>(718) 861-6060<br><br>1c. NYS Unemployment Insurance Employer Registration Number of Insured<br>05-20171<br><br>1d. Federal Employer Identification Number of Insured or Social Security Number<br>13-4050635 |
| 2. Name and Address of Entity Requesting Proof of Coverage<br>(Entity Being Listed as the Certificate Holder)<br>DDC Director, Insurance Risk Manager<br>30-30 Thomson Avenue<br>4th Floor<br>(IDCNY Building)<br>Long Island City, NY 11101 | 3a. Name of Insurance Carrier<br>The First Liberty Insurance Corporation<br><br>3b. Policy Number of Entity Listed in Box "1a"<br>WC6-611-C0B44C-011<br><br>3c. Policy effective period<br>08/01/2021 to 01/01/2023<br><br>3d. The Proprietor, Partners or Executive Officers are<br>☒ included. (Only check box if all partners/officers included)<br>☐ all excluded or certain partners/officers excluded. |

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

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

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

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

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

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

Approved by: John Moccia
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 04/22/2022
(Signature) (Date)

Title: Executive Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 914-337-1833

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

# Workers' Compensation Law

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

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

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

NEW YORK STATE | Workers' Compensation Board

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

**PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier**

1a. Legal Name & Address of Insured (use street address only)
TRIUMPH CONSTRUCTION CORP
1354 SENECA AVENUE
BRONX, NY 10474

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
7182155653

1c. Federal Employer Identification Number of Insured or Social Security Number
13-4050635

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
DDC Director, Insurance Risk Manager
30-30 Thomson Avenue, 4th Fl
(IDCNY Building)
Long Island City, NY 11101

3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box "1a"
R23618-000

3c. Policy effective period
1/1/2020 to 01/01/2023

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 4/22/2022 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)**

### State of New York
### Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

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

Telephone Number _____ Name and Title _____

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

(NO TEXT ON THIS PAGE)

## LABOR LAW ARTICLE 8 - NYC PUBLIC WORKS

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

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

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

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

**Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public work contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-4443. All callers must have the agency name and contract registration number available when calling with questions on public work contracts. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 651, New York, N.Y. 10007; Fax (212) 669-4002.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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# ASBESTOS HANDLER
## SEE HAZARDOUS MATERIAL HANDLER

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# BLASTER

## Blaster

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $56.71**
**Supplemental Benefit Rate per Hour: $48.63**

## Blaster - Hydraulic Trac Drill

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $50.85**
**Supplemental Benefit Rate per Hour: $48.63**

## Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $50.02**
**Supplemental Benefit Rate per Hour: $48.63**

## Blaster - Journeyperson

**(Laborer, Chipper/Jackhammer including Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers and Hydro (Water) Demolition, Powder Carrier, Hydraulic Chuck Tender, Chuck Tender and Nipper)**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $43.50**
**Supplemental Benefit Rate per Hour: $48.63**

## Blaster - Magazine Keepers: (Watch Person)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $21.75**
**Supplemental Benefit Rate per Hour: $48.63**

## Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**

## Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Thanksgiving Day**
**Christmas Day**

## Paid Holidays
**Labor Day**
**Thanksgiving Day**

## Shift Rates
**When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.**

**(Local #731)**

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# BOILERMAKER

## Boilermaker

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $63.38**
**Supplemental Benefit Rate per Hour: $46.67**
**Supplemental Note: For time and one half overtime - $69.56 For double overtime - $92.44**

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

**(Local #5)**

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# BRICKLAYER

## Bricklayer

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $57.64**
**Supplemental Benefit Rate per Hour: $35.95**

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

## Overtime
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**
**Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.**

## Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**

**Labor Day**
**Thanksgiving Day**
**Christmas Day**

## Paid Holidays
**None**

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

**(Bricklayer District Council)**

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# CARPENTER - BUILDING COMMERCIAL

## Building Commercial

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $54.75**
**Supplemental Benefit Rate per Hour: $47.13**

## Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**
**Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.**

## Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Presidential Election Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**

## Paid Holidays
**None**

## Shift Rates

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

**(Carpenters District Council)**

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# CARPENTER - HEAVY CONSTRUCTION WORK

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

## Heavy Construction Work

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $56.93**
**Supplemental Benefit Rate per Hour: $53.49**

## 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. When two (2) or more shifts of Carpenters are employed, single time will be paid for each shift.**

**(Carpenters District Council)**

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

## Carpenter High Rise A

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $50.78**
**Supplemental Benefit Rate per Hour: $44.44**

## Carpenter High Rise B

**Carpenter High Rise B worker is excluded from high risk operations such as erection decking, perimeter debris netting, leading edge work, self-climbing form systems, and the installation of cocoon systems unless directly supervised by a Carpenter High Rise A worker.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $40.19**
**Supplemental Benefit Rate per Hour: $17.75**

### Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**
**Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.**

### Overtime Holidays
**Time and one half the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Good Friday**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Presidential Election Day**
**Thanksgiving Day**
**Christmas Day**

### Paid Holidays
**None**

### Shift Rates

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

**(Carpenters District Council)**

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# CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST

## Carpenter - Hod Hoist

**(Assisted by Mason Tender)**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $52.00**
**Supplemental Benefit Rate per Hour: $47.40**

### Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**
**Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.**

### Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Presidential Election Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**

### Paid Holidays
**None**

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

**(Carpenters District Council)**

# CARPENTER - WOOD WATER STORAGE TANK

## Tank Mechanic

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $35.69**
**Supplemental Benefit Rate per Hour: $22.24**

## Tank Helper

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $28.23**
**Supplemental Benefit Rate per Hour: $22.24**

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

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

### Vacation
**Employed for one (1) year.....one (1) week vacation (40 hours)**
**Employed for three (3) years.....two (2) weeks vacation (80 hours)**
**Employed for more than twenty (20) years.....three (3) weeks vacation (120 hours)**

**SICK LEAVE:**
**Two (2) sick days after being employed for twenty (20) years.**

**(Carpenters District Council)**

# CEMENT & CONCRETE WORKER

## Cement & Concrete Worker

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $45.28**
**Supplemental Benefit Rate per Hour: $30.20**
**Supplemental Note: $34.20 on Saturdays; $38.20 on Sundays & Holidays**

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

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $34.80**
**Supplemental Benefit Rate per Hour: $22.20**
**Supplemental Note: $24.20 on Saturdays; $26.20 on Sundays & Holidays**

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

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

### Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Good Friday**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Presidential Election Day**
**Thanksgiving Day**
**Christmas Day**

### Paid Holidays
**1/2 day before Christmas Day**
**1/2 day before New Year's Day**

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

**(Cement & Concrete Workers District Council 16)**

# CEMENT MASON

## Cement Mason

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $45.77**
**Supplemental Benefit Rate per Hour: $41.01**
**Supplemental Note: Supplemental benefit time and one half rate: $71.97; Double time rate: double the base supplemental benefit rate.**

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

### Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Good Friday**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Presidential Election Day**
**Thanksgiving Day**
**Christmas Day**

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

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

**(Local #780) (BCA)**

# CORE DRILLER

## Core Driller

**Effective Period: 7/1/2021 - 10/17/2021**

**Wage Rate per Hour:** **$41.74**
**Supplemental Benefit Rate per Hour:** **$29.40**

**Effective Period: 10/18/2021 - 6/30/2022**
**Wage Rate per Hour:** **$42.27**
**Supplemental Benefit Rate per Hour:** **$30.60**

## Core Driller Helper

**Effective Period: 7/1/2021 - 10/17/2021**
**Wage Rate per Hour:** **$32.92**
**Supplemental Benefit Rate per Hour:** **$29.40**

**Effective Period: 10/18/2021 - 6/30/2022**
**Wage Rate per Hour:** **$33.47**
**Supplemental Benefit Rate per Hour:** **$30.60**

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

**Effective Period: 7/1/2021 - 10/17/2021**
**Wage Rate per Hour:** **$29.63**
**Supplemental Benefit Rate per Hour:** **$29.40**

**Effective Period: 10/18/2021 - 6/30/2022**
**Wage Rate per Hour:** **$30.12**
**Supplemental Benefit Rate per Hour:** **$30.60**

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

**Effective Period: 7/1/2021 - 10/17/2021**
**Wage Rate per Hour:** **$26.34**
**Supplemental Benefit Rate per Hour:** **$29.40**

**Effective Period: 10/18/2021 - 6/30/2022**
**Wage Rate per Hour:** **$26.78**
**Supplemental Benefit Rate per Hour:** **$30.60**

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

**Effective Period: 7/1/2021 - 10/17/2021**
**Wage Rate per Hour:** **$23.04**
**Supplemental Benefit Rate per Hour:** **$29.40**

**Effective Period: 10/18/2021 - 6/30/2022**
**Wage Rate per Hour:** **$23.43**
**Supplemental Benefit Rate per Hour:** **$30.60**

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

**(Carpenters District Council)**

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# DERRICKPERSON AND RIGGER

## Derrick Person & Rigger

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $53.99**
**Supplemental Benefit Rate per Hour: $55.10**
**Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. $56.52 - For work performed in Staten Island.**

## Derrick Person & Rigger - Site Work

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

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $44.86**
**Supplemental Benefit Rate per Hour: $43.37**

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

## Overtime
**Double time the regular rate for Sunday.**

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

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

**(Local #197)**

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# DIVER

## Diver (Marine)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $71.80**
**Supplemental Benefit Rate per Hour: $53.49**

## Diver Tender (Marine)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $51.34**
**Supplemental Benefit Rate per Hour: $53.49**

## Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**
**Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.**

## Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**

**Labor Day**
**Columbus Day**
**Presidential Election Day**
**Thanksgiving Day**
**Christmas Day**

## Paid Holidays
**None**

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

**(Carpenters District Council)**

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# DOCKBUILDER - PILE DRIVER

## Dockbuilder - Pile Driver

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $56.93**
**Supplemental Benefit Rate per Hour: $53.49**

## Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**
**Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.**

## Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Presidential Election Day**
**Thanksgiving Day**
**Christmas Day**

## Paid Holidays
**None**

## Shift Rates

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

**(Carpenters District Council)**

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# DRIVER: TRUCK (TEAMSTER)

## Driver - Dump Truck

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $43.83**
**Supplemental Benefit Rate per Hour: $51.55**
**Supplemental Note: Over 40 hours worked: at time and one half rate - $22.50; at double time rate - $30.00**

## Driver - Tractor Trailer

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $46.12**
**Supplemental Benefit Rate per Hour: $51.50**
**Supplemental Note: Over 40 hours worked: at time and one half rate - $22.50; at double time rate - $30.00**

## Driver - Euclid & Turnapull Operator

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $46.68**
**Supplemental Benefit Rate per Hour: $51.50**
**Supplemental Note: Over 40 hours worked: at time and one half rate - $22.50; at double time rate - $30.00**

### Overtime Description
**For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.**

### Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**

### Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**

**Veteran's Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**

## Paid Holidays

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

## Shift Rates

**Off shift work commencing between 6:00 P.M. and 4:30 A.M. shall work eight and one half (8 1/2) hours allowing for one half hour for lunch and receive 9 hours pay for 8 hours of work.**

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# Driver Redi-Mix (Sand & Gravel)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $40.89**
**Supplemental Benefit Rate per Hour: $47.01**
**Supplemental Note: Over 40 hours worked: time and one half rate $18.01; double time rate $24.01**

## Overtime Description

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

## Overtime

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

## Overtime Holidays

**Double time the regular rate for work on the following holiday(s).**
**President's Day**
**Columbus Day**
**Veteran's Day**

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

**Labor Day**
**Thanksgiving Day**
**Christmas Day**

## Paid Holidays

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

**(Local #282)**

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# ELECTRICIAN

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

## Electrician "A" (Regular Day / Day Shift)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $58.00**
**Supplemental Benefit Rate per Hour: $54.86**
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

## Electrician "A" (Regular Day Overtime after 7 hrs / Day Shift Overtime after 8 hrs)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $87.00**
**Supplemental Benefit Rate per Hour: $56.73**
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

## Electrician "A" (Swing Shift)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $68.05**
**Supplemental Benefit Rate per Hour: $62.39**
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

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

**Effective Period: 7/1/2021 - 6/30/2022**

**Wage Rate per Hour: $102.08**
**Supplemental Benefit Rate per Hour: $64.58**
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

## Electrician "A" (Graveyard Shift)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $76.23**
**Supplemental Benefit Rate per Hour: $68.74**
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

## Electrician "A" (Graveyard Shift Overtime after 7 hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $114.35**
**Supplemental Benefit Rate per Hour: $71.19**
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

## * Supplemental Benefit Rate per Hour Note

**In addition to the Supplemental Benefit Rates per Hour listed above, the employer must provide an additional 6.2% of taxable gross pay earned on covered work only. This additional Supplemental Benefit Rate will terminate when the employee has contributed the maximum annual Social Security tax required by law, on all work performed.**

## Overtime

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

## Overtime Holidays

**Time and one half the regular rate for work on a holiday.**
**New Year's Day**
**Martin Luther King Jr. Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Veteran's Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**

## Paid Holidays

**None**

## Shift Rates

**For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is $21.86 - See * Supplemental Benefit Rate per Hour Note above.**

## 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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $30.50**
**Supplemental Benefit Rate per Hour: $24.45**
**First and Second Year "M" Wage Rate Per Hour: $26.00**
**First and Second Year "M" Supplemental Rate: $22.06**

## 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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $45.75**
**Supplemental Benefit Rate per Hour: $26.38**
**First and Second Year "M" Wage Rate Per Hour: $39.00**
**First and Second Year "M" Supplemental Rate: $23.70**

## Overtime

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

## Overtime Holidays

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

## Paid Holidays

**None**

**(Local #3)**

# ELECTRICIAN - ALARM TECHNICIAN

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

## Alarm Technician

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $33.90**
**Supplemental Benefit Rate per Hour: $18.43**
**Supplemental Note: $16.80 only after 8 hours worked in a day**

### Overtime Description

**Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.**
**Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.**

### Overtime

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

### Paid Holidays

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

### Shift Rates

**Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:30 A.M.**

### Vacation

**At least 1 year of employment.....ten (10) days**
**5 years or more of employment.....fifteen (15) days**
**10 years of employment.....twenty (20) days**
**Plus one Personal Day per year**

**Sick Days:**
**One day per Year. Up to 4 vacation days may be used as sick days.**

**(Local #3)**

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# ELECTRICIAN-STREET LIGHTING WORKER

## Electrician - Electro Pole Electrician

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $58.00**
**Supplemental Benefit Rate per Hour: $56.83**
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

## Electrician - Electro Pole Foundation Installer

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $43.16**
**Supplemental Benefit Rate per Hour: $42.15**
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

## Electrician - Electro Pole Maintainer

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $37.11**
**Supplemental Benefit Rate per Hour: $38.04**
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

## * Supplemental Benefit Rate per Hour Note

**In addition to the Supplemental Benefit Rates per Hour listed above, the employer must provide an additional 6.2% of taxable gross pay earned on covered work only. This additional Supplemental Benefit Rate will terminate when the employee has contributed the maximum annual Social Security tax required by law, on all work performed.**

## Overtime Description

**Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.**
**Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.**
**Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.**

## Overtime Holidays

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

**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Veteran's Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**

## Paid Holidays
**None**

**(Local #3)**

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# ELEVATOR CONSTRUCTOR

## Elevator Constructor

**Effective Period: 7/1/2021 - 3/16/2022**
**Wage Rate per Hour: $72.29**
**Supplemental Benefit Rate per Hour: $38.29**

**Effective Period: 3/17/2022 - 6/30/2022**
**Wage Rate per Hour: $75.14**
**Supplemental Benefit Rate per Hour: $39.10**

## Overtime Description
**For New Construction: work performed after an 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.**

**Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.**

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

## Paid Holidays
**New Year's Day**
**President's Day**
**Good Friday**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Veteran's Day**
**Thanksgiving Day**

**Day after Thanksgiving**
**Christmas Day**

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

**(Local #1)**

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# ELEVATOR REPAIR & MAINTENANCE

## Elevator Service/Modernization Mechanic

**Effective Period: 7/1/2021 - 3/16/2022**
**Wage Rate per Hour: $56.77**
**Supplemental Benefit Rate per Hour: $38.19**

**Effective Period: 3/17/2022 - 6/30/2022**
**Wage Rate per Hour: $59.09**
**Supplemental Benefit Rate per Hour: $39.00**

## Overtime Description
**For Scheduled Service Work: Double time - work scheduled in advance by two or more workers performed on Sundays, Holidays, and between midnight and 7:00am.**

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

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

## Shift Rates

**Afternoon shift - regularly hourly rate plus a (15%) fifteen percent differential. Graveyard shift - time and one half the regular rate.**

### Vacation

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

**(Local #1)**

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# ENGINEER

## Engineer - Heavy Construction Operating Engineer I

**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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $74.65**
**Supplemental Benefit Rate per Hour: $42.06**
**Supplemental Note: $76.72 on overtime**
**Shift Wage Rate: $119.44**

## 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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $72.40**
**Supplemental Benefit Rate per Hour: $42.06**
**Supplemental Note: $76.72 on overtime**
**Shift Wage Rate: $115.84**

## 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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $68.62**
**Supplemental Benefit Rate per Hour: $42.06**
**Supplemental Note: $76.72 on overtime**
**Shift Wage Rate: $109.79**

## 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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $72.05**
**Supplemental Benefit Rate per Hour: $42.06**
**Supplemental Note: $76.72 on overtime**
**Shift Wage Rate: $115.28**

## Engineer - Heavy Construction Maintenance Engineer II

**On Base Mounted Tower Cranes**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $95.02**
**Supplemental Benefit Rate per Hour: $42.06**
**Supplemental Note: $76.72 on overtime**
**Shift Wage Rate: $152.03**

## Engineer - Heavy Construction Maintenance Engineer III

**On Generators, Light Towers**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $47.10**
**Supplemental Benefit Rate per Hour: $42.06**
**Supplemental Note: $76.72 on overtime**
**Shift Wage Rate: $75.36**

## Engineer - Heavy Construction Maintenance Engineer IV

**On Pumps and Mixers including mud sucking**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $48.35**
**Supplemental Benefit Rate per Hour: $42.06**
**Supplemental Note: $76.72 on overtime**
**Shift Wage Rate: $77.36**

## Engineer - Heavy Construction Service Engineer

**Gradalls: Concrete Pumps: Power Houses: Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $64.82**
**Supplemental Benefit Rate per Hour: $42.06**
**Supplemental Note: $76.72 on overtime**
**Shift Wage Rate: $103.71**

## Engineer - Heavy Construction Service Mechanic

**Shovels: Cranes: Draglines: Backhoes: Keystones: Pavers: Trenching Machines: Gunite Machines: Compressors (three (3) or more in Battery): Crawler Cranes- having a straight lattice boom with no attachment or luffing boom, no jib and no auxiliary attachment.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $44.45**
**Supplemental Benefit Rate per Hour: $42.06**
**Supplemental Note: $76.72 on overtime**
**Shift Wage Rate: $71.12**

## Engineer - Steel Erection Maintenance Engineers

**Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $68.93**
**Supplemental Benefit Rate per Hour: $42.06**
**Supplemental Note: $76.72 on overtime**
**Shift Wage Rate: $110.29**

## Engineer - Steel Erection Oiler I

**On a Truck Crane**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $64.43**
**Supplemental Benefit Rate per Hour: $42.06**
**Supplemental Note: $76.72 on overtime**
**Shift Wage Rate: $103.09**

## Engineer - Steel Erection Oiler II

**On a Crawler Crane**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $48.72**
**Supplemental Benefit Rate per Hour: $42.06**
**Supplemental Note: $76.72 on overtime**
**Shift Wage Rate: $77.95**

## 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**

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# Engineer - Building Work Maintenance Engineers I

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

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $64.11**
**Supplemental Benefit Rate per Hour: $41.15**
**Supplemental Note: $74.90 on overtime**

# Engineer - Building Work Maintenance Engineers II

**On Pumps, Generators, Mixers and Heaters**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $49.49**
**Supplemental Benefit Rate per Hour: $41.15**
**Supplemental Note: $74.90 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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $60.89**
**Supplemental Benefit Rate per Hour: $41.15**
**Supplemental Note: $74.90 on overtime**

## Engineer - Building Work Oilers II

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

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $44.88**
**Supplemental Benefit Rate per Hour: $41.15**
**Supplemental Note: $74.90 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
**When two (2) or more shifts are employed, single time will be paid for each shift.**

**(Local #15)**

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# ENGINEER - CITY SURVEYOR AND CONSULTANT

## Party Chief

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $41.98**
**Supplemental Benefit Rate per Hour: $24.40**
**Supplemental Note: Overtime Benefit Rate - $29.35 per hour (time & one half) $34.30 per hour (double time).**

## Instrument Person

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $34.32**
**Supplemental Benefit Rate per Hour: $24.40**
**Supplemental Note: Overtime Benefit Rate - $29.35 per hour (time & one half) $34.30 per hour (double time).**

## Rodperson

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $29.49**
**Supplemental Benefit Rate per Hour: $24.40**
**Supplemental Note: Overtime Benefit Rate - $29.35 per hour (time & one half) $34.30 per hour (double time).**

## Overtime Description
**Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.**

## Paid Holidays
**New Year's Day**
**Lincoln's Birthday**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Veteran's Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**
**Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday**

**(Operating Engineer Local #15-D)**

# ENGINEER - FIELD (BUILDING CONSTRUCTION)
## (Construction of Building Projects, Concrete Superstructures, etc.)

## Field Engineer - BC Party Chief

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $66.42**
**Supplemental Benefit Rate per Hour: $37.16**
**Supplemental Note: Overtime Benefit Rate - $52.27 per hour (time & one half) $67.37 per hour (double time).**

## Field Engineer - BC Instrument Person

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $51.37**
**Supplemental Benefit Rate per Hour: $37.16**
**Supplemental Note: Overtime Benefit Rate - $52.27 per hour (time & one half) $67.37 per hour (double time).**

## Field Engineer - BC Rodperson

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $32.84**
**Supplemental Benefit Rate per Hour: $37.16**
**Supplemental Note: Overtime Benefit Rate - $52.27 per hour (time & one half) $67.37 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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $77.31**
**Supplemental Benefit Rate per Hour: $39.64**
**Supplemental Note: Overtime benefit rate - $55.86 per hour (time & one half), $72.08 per hour (double time).**

## Field Engineer - HC Instrument Person

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $56.50**
**Supplemental Benefit Rate per Hour: $39.64**
**Supplemental Note: Overtime benefit rate - $55.86 per hour (time & one half), $72.08 per hour (double time).**

## Field Engineer - HC Rodperson

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $47.23**
**Supplemental Benefit Rate per Hour: $39.64**
**Supplemental Note: Overtime benefit rate - $55.86 per hour (time & one half), $72.08 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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $71.98**
**Supplemental Benefit Rate per Hour: $39.14**
**Supplemental Note: Overtime benefit rate - $55.11 per hour (time & one half), $71.08 per hour (double time).**

## Field Engineer - Steel Erection Instrument Person

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $55.85**
**Supplemental Benefit Rate per Hour: $39.14**
**Supplemental Note: Overtime benefit rate - $55.11 per hour (time & one half), $71.08 per hour (double time).**

## Field Engineer - Steel Erection Rodperson

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $36.99**
**Supplemental Benefit Rate per Hour: $39.14**
**Supplemental Note: Overtime benefit rate - $55.11 per hour (time & one half), $71.08 per hour (double time).**

### Overtime Description
**Time and one half the regular rate for Saturday for the first eight hours worked.**
**Double time the regular rate for Saturday for work performed in excess of eight hours.**

### Overtime
**Time and one half the regular rate after an 8 hour day.**
**Double time the regular rate for Sunday.**
**Double time the regular rate for work on the following holiday(s).**

### Paid Holidays
**New Year's Day**
**Lincoln's Birthday**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Veteran's Day**
**Thanksgiving Day**
**Christmas Day**

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

**(Operating Engineer Local #15-D)**

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# ENGINEER - OPERATING

## Operating Engineer - Road & Heavy Construction I

**Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $86.05**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $137.68**

## Operating Engineer - Road & Heavy Construction II

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

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $89.05**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $142.48**

## Operating Engineer - Road & Heavy Construction III

**Mine Hoists (Cranes, etc. when used as Mine Hoists)**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $91.89**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $147.02**

## 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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $89.70**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**

**Shift Wage Rate: $143.52**

## Operating Engineer - Road & Heavy Construction V

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

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $87.94**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $140.70**

## Operating Engineer - Road & Heavy Construction VI

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

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $83.59**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $133.74**

## Operating Engineer - Road & Heavy Construction VII

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

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $67.71**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $108.34**

## Operating Engineer - Road & Heavy Construction VIII

**Utility Compressors**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $52.77**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $66.26**

## Operating Engineer - Road & Heavy Construction IX

**Horizontal Boring Rig**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $79.56**

**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $127.30**

## Operating Engineer - Road & Heavy Construction X

**Elevators (manually operated as personnel hoist).**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $73.21**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $117.14**

## 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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $57.06**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $91.30**

## Operating Engineer - Road & Heavy Construction XII

**All Drills and Machines of a similar nature.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $84.48**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $135.17**

## Operating Engineer - Road & Heavy Construction XIII

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

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $81.85**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $130.96**

## Operating Engineer - Road & Heavy Construction XIV

**Concrete Mixer**

**Effective Period: 7/1/2021 - 6/30/2022**

**Wage Rate per Hour: $78.28**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $125.25**

## 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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $53.11**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $84.98**

## Operating Engineer - Road & Heavy Construction XVI

**Concrete Breaking Machines, Hoists (Single Drum), Load Masters, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $74.81**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $119.70**

## Operating Engineer - Road & Heavy Construction XVII

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

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $75.36**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $120.58**

## Operating Engineer - Road & Heavy Construction XVIII

**Tower Crane**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $107.75**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $172.40**

## Operating Engineer - Paving I

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

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $83.59**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $133.74**

## Operating Engineer - Paving II

**Asphalt Roller**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $81.47**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $130.35**

## Operating Engineer - Paving III

**Asphalt Plants**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $69.04**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $110.46**

## Operating Engineer - Concrete I

**Cranes**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $89.31**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**

## Operating Engineer - Concrete II

**Compressors**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $53.51**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**

## Operating Engineer - Concrete III

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

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $71.55**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**

## Operating Engineer - Steel Erection I

**Three Drum Derricks**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $92.36**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $147.78**

## Operating Engineer - Steel Erection II

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

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $88.77**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $142.03**

## Operating Engineer - Steel Erection III

**Compressors, Welding Machines.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $53.07**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $84.91**

## Operating Engineer - Steel Erection IV

**Compressors - Not Combined with Welding Machine. (Public Works Only)**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $50.56**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**Shift Wage Rate: $80.90**

## Operating Engineer - Building Work I

**Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $70.94**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**

## Operating Engineer - Building Work II

**Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, Jacking System, etc.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $53.12**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**

## Operating Engineer - Building Work III

**Double Drum**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $84.16**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**

## Operating Engineer - Building Work IV

**Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $89.10**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**

## Operating Engineer - Building Work V

**Dismantling and Erection of Cranes, Relief Engineer.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $78.81**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**

## Operating Engineer - Building Work VI

**4 Pole Hoist, Single Drum Hoists.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $77.98**
**Supplemental Benefit Rate per Hour: $34.55**

**Supplemental Note: $63.15 overtime hours**

## Operating Engineer - Building Work VII

**Rack & Pinion and House Cars**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $62.01**
**Supplemental Benefit Rate per Hour: $34.55**
**Supplemental Note: $63.15 overtime hours**
**For New House Car projects Wage Rate per Hour $49.50**
**For New House Car projects: Supplemental Benefit overtime hours: $48.85**

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

### Shift Rates
**When two (2) or more shifts are employed, single time will be paid for each shift.**
**For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.**

**(Operating Engineer Local #14)**

# FLOOR COVERER
## (Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

## Floor Coverer

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $54.75**
**Supplemental Benefit Rate per Hour: $47.13**

### Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**
**Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.**

### Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Presidential Election Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Day before Christmas**
**Christmas Day**
**Day before New Year's Day**

### Shift Rates
**Two shifts may be utilized with the first shift working 8 a.m. to the end of the shift at straight time rate of pay. The wage rate for the second shift consisting of 7 hours shall be paid at 114.29% of straight time wage rate. The wage rate for the second shift consisting of 8 hours shall be paid 112.5% of the straight time wage rate. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.**

**(Carpenters District Council)**

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# GLAZIER
## (New Construction, Remodeling, and Alteration)

## Glazier

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $46.55**
**Supplemental Benefit Rate per Hour: $47.74**
**Supplemental Note: Supplemental Benefit Overtime Rate: $71.62**

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

### Overtime Holidays
**Time and one half the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**

### Paid Holidays
**None**

### Shift Rates
**Shifts shall be any 8 consecutive hours after the normal working day for which the Glazier shall receive 9 hours pay for 8 hours worked.**

**(Local #1281)**

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# GLAZIER - REPAIR & MAINTENANCE
## (For the Installation of Glass - All repair and maintenance work on a particular building.)

## 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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $26.40**
**Supplemental Benefit Rate per Hour: $24.09**

## Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Sunday.**
**Time and one half the regular rate for work on the following holiday(s).**
**Time and one half the regular hourly rate after 40 straight time hours in any work week.**

## Paid Holidays
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**
**Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday**

**(Local #1281)**

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# HAZARDOUS MATERIAL HANDLER
## (Removal, abatement, encapsulation or decontamination of asbestos, lead, mold, or other toxic or hazardous waste/materials)

## Handler

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $38.05**
**Supplemental Benefit Rate per Hour: $17.75**

## Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Sunday.**
**Time and one half the regular hourly rate after 40 straight time hours in any work week.**

## Overtime Holidays
**Time and one half the regular rate for work on the following holiday(s).**
**New Year's Day**
**Good Friday**
**Memorial Day**
**Independence Day**
**Labor Day**
**Thanksgiving Day**
**Christmas Day**
**Easter**

## Paid Holidays
**None**

**(Local #78 and Local #12A)**

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# HEAT AND FROST INSULATOR

## Heat & Frost Insulator

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $62.21**
**Supplemental Benefit Rate per Hour: $41.91**

## Overtime Description
**Double time shall be paid for supplemental benefits during overtime work.**
**8th hour paid at time and one half.**

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

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

## Paid Holidays
**None**

## Shift Rates
**The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium.There must be a first shift to work the second shift, and a second shift to work the third shift. Off-hour jobs in occupied**

**buildings may be worked on weekdays with an increment of one-dollar ($1.00) per hour and eight (8) hours pay for seven (7) hours worked.**

**(Local #12) (BCA)**

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# HOUSE WRECKER
# (TOTAL DEMOLITION)

## House Wrecker - Tier A

**On all work sites the first, second, eleventh and every third House Wrecker thereafter will be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). Other House Wreckers may be Tier B House Wreckers.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $37.63**
**Supplemental Benefit Rate per Hour: $30.37**

## House Wrecker - Tier B

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $26.86**
**Supplemental Benefit Rate per Hour: $22.78**

## Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**

## Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Thanksgiving Day**
**Christmas Day**

## Paid Holidays
**None**

**(Mason Tenders District Council)**

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# IRON WORKER - ORNAMENTAL

## Iron Worker - Ornamental

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $46.15**
**Supplemental Benefit Rate per Hour: $59.62**
**Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.**

### Overtime Description
**Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter, time and one half the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.**

### Overtime
**Double time the regular rate for Sunday.**

### Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Thanksgiving Day**
**Christmas Day**

### Paid Holidays
**None**

### Shift Rates
**When two or three shifts are employed on a job, Monday through Friday, the second and third shift are paid eight and one half (8 ½) hours at the straight time rate for seven (7) hours of work, and ten (10) hours at the straight time rate for eight (8) hours of work. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, eight hours will be paid at straight time rate for seven hours of work, and all overtime shall be paid at time and one-half the regular straight time rates but on Sundays and Holidays, time and one-half the regular straight time rate shall be paid for all work up to seven (7) hours and double time shall be paid for all work thereafter.**

**(Local #580)**

# IRON WORKER - STRUCTURAL

## Iron Worker - Structural

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $54.20**
**Supplemental Benefit Rate per Hour: $82.81**
**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. Four Days a week at Ten (10) hours straight time is allowed.**

## Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**

## Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Thanksgiving Day**
**Christmas Day**

## Paid Holidays
**1/2 day on Christmas Eve if work is performed in the A.M.**
**1/2 day on New Year's Eve if work is performed in the A.M.**

## Shift Rates
**Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.**

**Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.**

**(Local #40 & #361)**

# LABORER
## (Foundation, Concrete, Excavating, Street Pipe Layer and Common)

## Laborer

**Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $43.50**
**Supplemental Benefit Rate per Hour: $48.63**

### Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**

### Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Thanksgiving Day**
**Christmas Day**

### Paid Holidays
**Labor Day**
**Thanksgiving Day**

### Shift Rates
**When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.**

**(Local #731)**

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# LANDSCAPING
## (Landscaping tasks, such as tree pruning, tree removing and spraying in connection with Green Infrastructure maintenance and the planting of street

**trees and trees in City parks, but not when such activities are performed as part of construction or reconstruction projects.)**

## Landscaper (Year 6 and above)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $33.90**
**Supplemental Benefit Rate per Hour: $17.05**

## Landscaper (Year 3 - 5)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $32.81**
**Supplemental Benefit Rate per Hour: $17.05**

## Landscaper (up to 3 years)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $30.06**
**Supplemental Benefit Rate per Hour: $17.05**

## Groundperson

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $30.06**
**Supplemental Benefit Rate per Hour: $17.05**

## Tree Remover / Pruner

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $39.42**
**Supplemental Benefit Rate per Hour: $17.05**

## Landscaper Sprayer (Pesticide Applicator)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $28.41**
**Supplemental Benefit Rate per Hour: $17.05**

## Watering - Plant Maintainer

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $22.88**
**Supplemental Benefit Rate per Hour: $17.05**

## Overtime Description

**For all overtime work performed, supplemental benefits shall include an additional seventy-five ($0.75) cents per hour.**

## Overtime

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

## Paid Holidays

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

## Shift Rates

**Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.**

**(Local #175)**

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# MARBLE MECHANIC

## Marble Setter

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $56.73**
**Supplemental Benefit Rate per Hour: $41.76**

## Marble Finisher

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $44.32**
**Supplemental Benefit Rate per Hour: $38.96**

## Marble Polisher

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $42.91**
**Supplemental Benefit Rate per Hour: $31.61**

## Marble Maintenance Finisher

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $26.73**
**Supplemental Benefit Rate per Hour: $13.59**

## Overtime Description
**Supplemental Benefit contributions are to be made at the applicable overtime rates.**

## Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**

## Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Good Friday**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Veteran's Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**

## Paid Holidays
**None**

**(Local #7)**

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# MASON TENDER

## Mason Tender

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $39.20**
**Supplemental Benefit Rate per Hour: $31.24**

## Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**
**Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.**

## Overtime Holidays

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

## Paid Holidays

**None**

## Shift Rates

**The employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate. When it is not possible to conduct alteration work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.**

**(Local #79)**

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# MASON TENDER (INTERIOR DEMOLITION WORKER)

## Mason Tender Tier A

**Tier A Interior Demolition Worker performs all burning, chopping, and other technically skilled tasks related to interior demolition work.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $37.29**
**Supplemental Benefit Rate per Hour: $25.75**

## Mason Tender Tier B

**Tier B Interior Demolition Worker performs manual work and work incidental to demolition work, such as loading and carting of debris from the work site to an area where it can be loaded in to bins/trucks for removal. Also performs clean-up of the site when demolition is completed.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $26.48**
**Supplemental Benefit Rate per Hour: $20.07**

## Overtime

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

## Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Thanksgiving Day**
**Christmas Day**

## Paid Holidays
**None**

**(Local #79)**

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# METALLIC LATHER

## Metallic Lather

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $46.40**
**Supplemental Benefit Rate per Hour: $49.80**
**Supplemental Note: For time and one half overtime - $61.55 For double overtime - $77.10**

## 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**
**Thanksgiving Day**
**Christmas Day**

## Paid Holidays
**1/2 day on Christmas Eve if work is performed in the A.M.**
**1/2 day on New Year's Eve if work is performed in the A.M.**

## Shift Rates

**Off-shift work outside of normal working hours shall receive straight time rate plus $12 per hour for the first eight (8) hours.**

**(Local #46)**

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# MILLWRIGHT

## Millwright

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $57.00**
**Supplemental Benefit Rate per Hour: $54.76**

### Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**
**Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.**

### Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Good Friday**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Presidential Election Day**
**Veteran's Day**
**Thanksgiving Day**
**Christmas Day**

### Paid Holidays
**1/2 day on Christmas Eve if work is performed in the A.M.**
**1/2 day on New Year's Eve if work is performed in the A.M.**

### Shift Rates
**Second and third shifts receives the straight time rate of pay plus fifteen (15%) percent allowing for one half hour for a meal. There must be a first shift to work a second and third shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) percent for weekday hours.**

**(Local #740)**

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# MOSAIC MECHANIC

## Mosaic Mechanic - Mosaic & Terrazzo Mechanic

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $51.66**
**Supplemental Benefit Rate per Hour: $43.67**

## Mosaic Mechanic - Mosaic & Terrazzo Finisher

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $50.06**
**Supplemental Benefit Rate per Hour: $43.67**

## Mosaic Mechanic - Machine Operator Grinder

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $50.06**
**Supplemental Benefit Rate per Hour: $43.67**

### Overtime
**Time and one half the regular rate after a 7 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**

### Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**Washington's Birthday**
**Good Friday**
**Independence Day**
**Labor Day**
**Columbus Day**
**Veteran's Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**

### Paid Holidays
**None**

**(Local #7)**

# PAINTER

## Painter - Brush & Roller

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $43.00**
**Supplemental Benefit Rate per Hour: $36.70**
**Supplemental Note: $43.79 on overtime**

## Spray & Scaffold / Decorative / Sandblast

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $46.00**
**Supplemental Benefit Rate per Hour: $36.70**
**Supplemental Note: $43.79 on overtime**

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

### Overtime Holidays
**Time and one half the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Thanksgiving Day**
**Christmas Day**

### Paid Holidays
**None**

**(District Council of Painters #9)**

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# PAINTER - LINE STRIPING (ROADWAY)

## Striping - Machine Operator

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $37.00**
**Supplemental Benefit Rate per Hour: $14.37**
**Supplemental Note: Overtime Supplemental Benefit rate - $16.25**

## Lineperson (Thermoplastic)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $41.00**
**Supplemental Benefit Rate per Hour: $14.37**
**Supplemental Note: Overtime Supplemental Benefit rate - $16.25**

## Striping Assistant & Traffic Safety

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $36.75**
**Supplemental Benefit Rate per Hour: $14.37**
**Supplemental Note: Overtime Supplemental Benefit rate - $16.25**

## Overtime Description

**Time and one half the regular rate for all work in excess of ten (10) straight time hours per day and in excess of forty (40) straight time hours per week.**

**For Paid Holidays: Employees will only receive Holiday Pay for holidays not worked if said employee worked both the regularly scheduled workday before and after the holiday.**

## Overtime

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

## Paid Holidays

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

## 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.**

**(Local #1010)**

# PAINTER - METAL POLISHER

## METAL POLISHER

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $31.88**
**Supplemental Benefit Rate per Hour: $10.29**

## METAL POLISHER - NEW CONSTRUCTION

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $32.83**
**Supplemental Benefit Rate per Hour: $10.29**

## METAL POLISHER - SCAFFOLD OVER 34 FEET

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $35.38**
**Supplemental Benefit Rate per Hour: $10.29**

## ASSISTANT METAL POLISHER

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $24.66**
**Supplemental Benefit Rate per Hour: $9.81**

## ASSISTANT METAL POLISHER - NEW CONSTRUCTION

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $25.41**
**Supplemental Benefit Rate per Hour: $9.81**

## ASSISTANT METAL POLISHER - SCAFFOLD OVER 34 FEET

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $27.16**
**Supplemental Benefit Rate per Hour: $9.81**

### Overtime Description

**All work performed on Saturdays shall be paid at time-in-a half. The exception being; for suspended scaffold work and work deemed as a construction project; an eight (8) hour shift lost during the week due to circumstances beyond the control of the employer, up to a maximum of eight (8) hours per week, may be worked on Saturday at the straight time rate.**

### Overtime

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

**Double time the regular rate for Sunday.**
**Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.**
**Triple time the regular rate for work on the following holiday(s).**

## Paid Holidays

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

## Shift Rates

**Four Days a week at Ten (10) hours straight a day.**

**Local 8A-28A**

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# PAINTER - SIGN

## Sign Painter

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $44.32**
**Supplemental Benefit Rate per Hour: $21.70**

## Assistant Sign Painter

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $37.66**
**Supplemental Benefit Rate per Hour: $19.93**

## Overtime Description

**If any employee is required to work on any of the paid holidays then the employee shall receive double time rate of wages as well as the holiday pay for that day.**

## Overtime

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

## Paid Holidays

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

## Vacation

**At least 1 year of employment.....1 week**
**2 years or more of employment.....2 weeks**
**8 years or more of employment.....3 weeks**

**(Local #8A-28A)**

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# PAINTER - STRUCTURAL STEEL

## Painters on Structural Steel

**Effective Period: 7/1/2021 - 9/30/2021**
**Wage Rate per Hour: $51.50**
**Supplemental Benefit Rate per Hour: $48.28**

**Effective Period: 10/1/2021 - 6/30/2022**
**Wage Rate per Hour: $53.00**
**Supplemental Benefit Rate per Hour: $49.83**

## Painter - Power Tool

**Effective Period: 7/1/2021 - 9/30/2021**
**Wage Rate per Hour: $57.50**
**Supplemental Benefit Rate per Hour: $48.28**
**Overtime Wage Rate: $6.00 above the "Painters on Structural Steel" overtime rate.**

**Effective Period: 10/1/2021 - 6/30/2022**
**Wage Rate per Hour: $59.50**
**Supplemental Benefit Rate per Hour: $49.83**
**Overtime Wage Rate: $6.50 above the "Painters on Structural Steel" overtime rate.**

## Overtime Description

**Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.**

## 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
**Second shift is paid at regular hourly wage rates plus a ten percent (10%) differential. There must be a first shift in order to work a second shift.**

**(Local #806)**

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# PAPERHANGER

## Paperhanger

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $46.87**
**Supplemental Benefit Rate per Hour: $37.49**
**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)**

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# PAVER AND ROADBUILDER

## Paver & Roadbuilder - Formsetter

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $47.85**
**Supplemental Benefit Rate per Hour: $48.51**
**Supplemental Note: For time and one half overtime - $52.64 For double overtime - $56.76**

## Paver & Roadbuilder - Laborer

**Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work for installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry/seal coating, paving stones, maintenance of safety surfaces; play equipment installation, and other related work.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $43.98**
**Supplemental Benefit Rate per Hour: $48.51**
**Supplemental Note: For time and one half overtime - $52.64 For double overtime - $56.76**

## Production Paver & Roadbuilder - Screed Person

**(Production paving is asphalt paving when using a paving machine or on a project where a paving machine is traditionally used)**

**Adjustment of paving machinery on production paving jobs.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $48.45**
**Supplemental Benefit Rate per Hour: $48.51**
**Supplemental Note: For time and one half overtime - $52.64 For double overtime - $56.76**

## Production Paver & Roadbuilder - Raker

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $47.85**
**Supplemental Benefit Rate per Hour: $48.51**
**Supplemental Note: For time and one half overtime - $52.64 For double overtime - $56.76**

## Production Paver & Roadbuilder - Shoveler

**General laborer (except removal of surfaces - see Paver and Roadbuilder-Laborer) including but not limited to tamper, AC paint and liquid tar work.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $43.98**
**Supplemental Benefit Rate per Hour: $48.51**
**Supplemental Note: For time and one half overtime - $52.64 For double overtime - $56.76**

### Overtime Description
**If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.**

**For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay.**

### Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**

### Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Thanksgiving Day**

### Paid Holidays
**Memorial Day**
**Independence Day**
**Labor Day**
**Thanksgiving Day**

### Shift Rates
**When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours at the straight time rate since only one half (1/2) hour is allowed for meal time.**
**When two or more shifts are employed, single time will be paid for each shift.**

**Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 10% over the single time rate for the screed person, rakers and shovelers directly involved only. This differential is to be paid when there is only one shift and the shift works at night. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.**

**(Local #1010)**

# PLASTERER

## Plasterer

**Effective Period: 7/1/2021 - 7/31/2021**
**Wage Rate per Hour: $45.73**
**Supplemental Benefit Rate per Hour: $30.37**

**Effective Period: 8/1/2021 - 6/30/2022**
**Wage Rate per Hour: $46.00**
**Supplemental Benefit Rate per Hour: $28.20**

### Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**
**Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.**

### Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Thanksgiving Day**
**Christmas Day**

### Paid Holidays
**None**

### Shift Rates
**When it is not possible to conduct work during regular working hours (between 6:30am and 4:30pm), a shift differential shall be paid at the regular hourly rate plus a twelve percent (12%) per hour differential. Workers on shift work shall be allowed a paid one-half hour meal break.**

**(Local #262)**

# PLASTERER - TENDER

## Plasterer - Tender

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $39.20**
**Supplemental Benefit Rate per Hour: $31.24**

### Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**
**Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.**

### Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**Washington's Birthday**
**Memorial Day**
**Independence Day**
**Labor Day**
**Presidential Election Day**
**Thanksgiving Day**
**Christmas Day**

### Paid Holidays
**None**

### Shift Rates
**When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.**

**(Mason Tenders District Council)**

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# PLUMBER

## Plumber

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $71.25**
**Supplemental Benefit Rate per Hour: $39.95**
**Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.**

## Plumber - Temporary Services

**Temporary Services - When there are no Plumbers on the job site, there may be three shifts designed to cover the entire twenty-four hour period, including weekends if necessary, at the following rate straight time.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $57.08**
**Supplemental Benefit Rate per Hour: $31.88**

## 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**

## Shift Rates
**30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.**

**(Plumbers Local #1)**

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# PLUMBER (MECHNICAL EQUIPMENT AND SERVICE)
### (Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

## Plumber

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $44.37**
**Supplemental Benefit Rate per Hour: $18.31**

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

**Time and one half the regular rate for Saturday.**
**Time and one half the regular rate for Sunday.**

## Overtime Holidays
**Time and one half the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**

## Paid Holidays
**None**

**(Plumbers Local # 1)**

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# PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $49.47**
**Supplemental Benefit Rate per Hour: $28.68**

## 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)**

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# PLUMBER: PUMP & TANK

## Oil Trades (Installation and Maintenance)

## Plumber - Pump & Tank

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $69.33**
**Supplemental Benefit Rate per Hour: $27.98**

## Overtime

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

## Overtime Holidays

**Time and one half the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Veteran's Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**

## Paid Holidays

**None**

## Shift Rates

**All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate**

**(Plumbers Local #1)**

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# POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER
## (Exterior Building Renovation)

### Journeyperson

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $56.77**
**Supplemental Benefit Rate per Hour: $29.91**

### Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Time and one half the regular rate for Sunday.**
**Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.**

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

### Paid Holidays
**None**

### Shift Rates
**All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:00 P.M.) is to be paid at time and one half the regular rate. However, the employer may establish one (1) or two (2) shifts starting at or after 4:00 P.M. to be paid at the regular hourly rate plus a 10% differential.**

**(Bricklayer District Council)**

# ROOFER

### Roofer

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $44.25**
**Supplemental Benefit Rate per Hour: $34.81**

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

## Overtime Holidays
**Time and one half the regular rate for work on the following holiday(s).**
**New Year's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Thanksgiving Day**
**Christmas Day**

## Paid Holidays
**None**

## Shift Rates
**Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential. There must be a first shift to work the second shift, and a second shift to work the third shift. All other work outside the regular work day (an eight hour workday between the hours of 5:00 A.M. and 4:00 P.M.) is to be paid at time and one half the regular rate.**

**(Local #8)**

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# SHEET METAL WORKER

## Sheet Metal Worker

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $51.36**
**Supplemental Benefit Rate per Hour: $53.34**
**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: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $41.09**
**Supplemental Benefit Rate per Hour: $53.34**

## Sheet Metal Worker - Duct Cleaner

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $18.49**
**Supplemental Benefit Rate per Hour: $11.94**

### Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**

### Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**Martin Luther King Jr. Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Veteran's Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**

### Paid Holidays
**None**

### Shift Rates
**Work that can only be performed outside regular working hours (eight hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate. Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.**

**For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays.**

**(Local #28)**

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# SHEET METAL WORKER - SPECIALTY
## (Decking & Siding)

## Sheet Metal Specialty Worker

**The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $48.18**
**Supplemental Benefit Rate per Hour: $26.87**
**Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.**

## Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**

## Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**Martin Luther King Jr. Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Veteran's Day**
**Thanksgiving Day**
**Christmas Day**

## Paid Holidays
**None**

**(Local #28)**

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# SHIPYARD WORKER

## Shipyard Mechanic - First Class

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $28.50**
**Supplemental Benefit Rate per Hour: $3.95**

## Shipyard Mechanic - Second Class

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $19.07**
**Supplemental Benefit Rate per Hour: $3.59**

## Shipyard Laborer - First Class

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $23.40**
**Supplemental Benefit Rate per Hour: $3.75**

## Shipyard Laborer - Second Class

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $17.38**
**Supplemental Benefit Rate per Hour: $3.52**

## Shipyard Dockhand - First Class

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $21.57**
**Supplemental Benefit Rate per Hour: $3.68**

## Shipyard Dockhand - Second Class

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $17.28**
**Supplemental Benefit Rate per Hour: $3.52**

### Overtime Description
**Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.**

### Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**
**Time and one half the regular hourly rate after 40 straight time hours in any work week.**

### Paid Holidays
**New Year's Day**
**Martin Luther King Jr. Day**
**President's Day**
**Good Friday**
**Memorial Day**
**Independence Day**
**Labor Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**

**Based on Survey Data**

# SIGN ERECTOR
## (Sheet Metal, Plastic, Electric, and Neon)

## Sign Erector

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $52.29**
**Supplemental Benefit Rate per Hour: $57.49**

### Overtime
**Time and one half the regular rate after a 7 hour day.**
**Time and one half the regular rate for Saturday.**
**Time and one half the regular rate for Sunday.**
**Time and one half the regular rate for work on the following holiday(s).**

### Paid Holidays
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Election Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**

### Shift Rates
**Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)**

**(Local #137)**

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# STEAMFITTER

## Steamfitter

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $59.05**
**Supplemental Benefit Rate per Hour: $58.14**
**Supplemental Note: Overtime supplemental benefit rate: $115.54**

## Steamfitter -Temporary Services

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $44.88**
**Supplemental Benefit Rate per Hour: $47.31**

## Overtime Description
**Double time after a 7 hour day except for Temporary Services.**

## Overtime
**Double time the regular time rate for Saturday.**
**Double time the regular rate for Sunday.**

## Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Veteran's Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**

## Paid Holidays
**None**

## Shift Rates
**May be performed outside of the regular workday except Saturday, Sunday and Holidays. When shift work is performed the wage rate for regular time worked is a 15% percent premium on wage and 15% percent premium on supplemental benefits.**

**Local 638**

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# STEAMFITTER - REFRIGERATION AND AIR CONDITIONER
## (Maintenance and Installation Service Person)

## Refrigeration and Air Conditioner Mechanic

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $42.85**
**Supplemental Benefit Rate per Hour: $19.46**

## Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**

## Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**Independence Day**
**Labor Day**
**Veteran's Day**
**Thanksgiving Day**
**Christmas Day**

**Double time and one half the regular rate for work on the following holiday(s).**
**Martin Luther King Jr. Day**
**President's Day**
**Memorial Day**
**Columbus Day**

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

**(Local #638-B)**

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# STONE MASON - SETTER

## Stone Mason - Setter

**(Assisted by Derrickperson and Rigger)**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $56.43**
**Supplemental Benefit Rate per Hour: $48.52**

## Overtime
**Time and one half the regular rate after a 7 hour day.**
**Time and one half the regular rate for Saturday.**

**Double time the regular rate for Sunday.**

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

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

## Shift Rates
**For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.**

**(Bricklayers District Council)**

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# TAPER

## Drywall Taper

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $48.47**
**Supplemental Benefit Rate per Hour: $29.06**

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

## Overtime Holidays
**Time and one half the regular rate for work on the following holiday(s).**
**New Year's Day**
**Martin Luther King Jr. Day**
**President's Day**
**Good Friday**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Thanksgiving Day**
**Christmas Day**

## Paid Holidays

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

**(Local #1974)**

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# TELECOMMUNICATION WORKER

**(Install/maintain/repair telecommunications cables carrying data, video, and/or voice except for installation on building construction/alteration/renovation projects.)**

## Telecommunication Worker

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $47.03**
**Supplemental Benefit Rate per Hour: $23.15**
**Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. $22.84 for Staten Island only.**

## Overtime

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

## Overtime Holidays

**Time and one half the regular rate for work on the following holiday(s).**
**New Year's Day**
**Lincoln's Birthday**
**Washington's Birthday**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Election Day**
**Veteran's Day**
**Thanksgiving Day**
**Christmas Day**

## Paid Holidays

**New Year's Day**
**Lincoln's Birthday**
**Washington's Birthday**
**Memorial Day**
**Independence Day**

**Labor Day**
**Columbus Day**
**Election Day**
**Veteran's Day**
**Thanksgiving Day**
**Christmas Day**
**Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday**

## Shift Rates
**For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.**

## Vacation
**After 6 months.....one week.**
**After 12 months but less than 7 years.....two weeks.**
**After 7 or more but less than 15 years.....three weeks.**
**After 15 years or more but less than 25 years.....four weeks.**

**(C.W.A.)**

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# TILE FINISHER

## Tile Finisher

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $43.71**
**Supplemental Benefit Rate per Hour: $35.10**

## Overtime
**Time and one half the regular rate after a 7 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**

## Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Good Friday**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Veteran's Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**

## Paid Holidays
**None**

## Shift Rates
**Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.**

**(Local #7)**

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# TILE LAYER - SETTER

## Tile Layer - Setter

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $56.42**
**Supplemental Benefit Rate per Hour: $39.75**

## Overtime
**Time and one half the regular rate after a 7 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**

## Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Good Friday**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Veteran's Day**
**Thanksgiving Day**
**Day after Thanksgiving**
**Christmas Day**

## Shift Rates
**Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.**

**(Local #7)**

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# TIMBERPERSON

## Timberperson

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $52.50**
**Supplemental Benefit Rate per Hour: $52.94**

### Overtime
**Time and one half the regular rate after an 8 hour day.**
**Time and one half the regular rate for Saturday.**
**Double time the regular rate for Sunday.**
**Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.**

### Overtime Holidays
**Double time the regular rate for work on the following holiday(s).**
**New Year's Day**
**President's Day**
**Memorial Day**
**Independence Day**
**Labor Day**
**Columbus Day**
**Presidential Election Day**
**Thanksgiving Day**
**Christmas Day**

### Paid Holidays
**None**

### Shift Rates
**Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate. Benefits for off-shift work shall be paid at the straight time rate.**

**(Local #1536)**

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# TUNNEL WORKER

## Blasters, Mucking Machine Operators (Compressed Air Rates)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $68.58**
**Supplemental Benefit Rate per Hour: $60.19**

## Tunnel Workers (Compressed Air Rates)

**Includes shield driven liner plate portions or solidification portions work (8 hour shift) during excavation phase.**

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $66.14**
**Supplemental Benefit Rate per Hour: $58.29**

## Top Nipper (Compressed Air Rates)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $65.04**
**Supplemental Benefit Rate per Hour: $57.14**

## Outside Lock Tender, Outside Gauge Tender,Muck Lock Tender (Compressed Air Rates)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $63.74**
**Supplemental Benefit Rate per Hour: $56.20**

## Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $63.74**
**Supplemental Benefit Rate per Hour: $56.20**

## Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $56.04**
**Supplemental Benefit Rate per Hour: $52.83**

## Blasters (Free Air Rates)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $65.41**
**Supplemental Benefit Rate per Hour: $57.80**

## Tunnel Workers (Free Air Rates)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $62.58**
**Supplemental Benefit Rate per Hour: $55.38**

## All Others (Free Air Rates)

**Effective Period: 7/1/2021 - 6/30/2022**

**Wage Rate per Hour:** **$57.84**
**Supplemental Benefit Rate per Hour:** **$51.26**

## Microtunneling (Free Air Rates)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour:** **$50.06**
**Supplemental Benefit Rate per Hour:** **$44.30**

### Overtime Description

**For work performed during excavation and primary concrete tunnel lining phases - Double time the regular rate after an 8 hour day and Saturday, Sunday and on the following holiday(s) listed below.**
**For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, Saturday, Sunday and double time the regular rate for work on the following holiday(s) listed below.**
**For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.**
**For work not listed above - Time and one half the regular rate after an 8 hour day and Saturday and double time the regular rate on Sunday and on the following holiday(s) listed below.**

### Paid Holidays

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

**(Local #147)**

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# UTILITY LOCATOR
## (Locate & mark underground utilities for street excavation.)

## Utility Locator (Year 7 and above)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour:** **$31.56**
**Supplemental Benefit Rate per Hour:** **$1.43**

## Utility Locator (Year 5 - 6)

**Effective Period: 7/1/2021 - 6/30/2022**

**Wage Rate per Hour: $22.85**
**Supplemental Benefit Rate per Hour: $1.43**

## Utility Locator (Year 4)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $21.54**
**Supplemental Benefit Rate per Hour: $1.43**

## Utility Locator (Year 3)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $20.30**
**Supplemental Benefit Rate per Hour: $1.43**

## Utility Locator (Year 2)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $19.13**
**Supplemental Benefit Rate per Hour: $1.43**

## Utility Locator (Year 1)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $18.04**
**Supplemental Benefit Rate per Hour: $1.43**

## Utility Locator (Up to 1 year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $17.00**
**Supplemental Benefit Rate per Hour: $1.43**
**Supplemental Note: No benefits for the first 90 days of employment.**

### Overtime
**Time and one half the regular rate for work on the following holiday(s).**
**Time and one half the regular hourly rate after 40 straight time hours in any work week.**

### Paid Holidays
**New Year's Day**
**Memorial Day**
**Independence Day**
**Thanksgiving Day**
**Christmas Day**

### Shift Rates
**10% shift differential to employees working any shift starting between noon and 5 AM.**

### Vacation

**For up to 1 year 0 hours**
**For year 1 - 2 48 hours per year**
**For year 3 - 9 96 hours per year**
**For year 10 or more 144 hours per year**

**Sick Days:**
**For up to 1 year employee receives 40 hours paid sick leave.**
**For year 1 employee earns 2 hours of paid sick leave for every 100 overtime hours worked.**
**For year 2 - 9 years employee earns 4 hours of paid sick leave for every 100 overtime hours worked.**
**For year 10 or more employee earns 6 hours of paid sick leave for every 100 overtime hours worked.**

**(C.W.A.)**

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# WELDER
## TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE PERFORMING THE WORK.

# OFFICE OF THE COMPTROLLER

# CITY OF NEW YORK

# CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be paid at the apprentice rates in this schedule. Apprentices who are not so registered must be paid as journey persons in accordance with the trade classification of the work they actually performed.**

**Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.**

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# BOILERMAKER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

### Boilermaker (First Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 65% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $33.12**

### Boilermaker (Second Year: 1st Six Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 70% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $35.05**

### Boilermaker (Second Year: 2nd Six Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 75% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $37.01**

### Boilermaker (Third Year: 1st Six Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 80% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $38.92**

### Boilermaker (Third Year: 2nd Six Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 85% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $40.87**

### Boilermaker (Fourth Year: 1st Six Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 90% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $42.82**

### Boilermaker (Fourth Year: 2nd Six Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 95% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $44.74**

**(Local #5)**

# BRICKLAYER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

### Bricklayer (First 750 Hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 50% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $22.95**

### Bricklayer (Second 750 Hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 60% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $22.95**

### Bricklayer (Third 750 Hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 70% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $22.95**

### Bricklayer (Fourth 750 Hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 80% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $22.95**

### Bricklayer (Fifth 750 Hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 90% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $22.95**

### Bricklayer (Sixth 750 Hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 95% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $22.95**

**(Bricklayer District Council)**

# CARPENTER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

### Carpenter (First Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour For Building Apprentice: $19.55**
**Supplemental Benefit Rate Per Hour For Building Apprentice: $16.35**

**Wage Rate Per Hour For Heavy Apprentice: $23.37**
**Supplemental Benefit Rate Per Hour For Heavy Apprentice: $35.49**

### Carpenter (Second Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour For Building Apprentice: $22.55**
**Supplemental Benefit Rate Per Hour For Building Apprentice: $17.85**

**Wage Rate Per Hour For Heavy Apprentice: $28.97**
**Supplemental Benefit Rate Per Hour For Heavy Apprentice: $35.49**

### Carpenter (Third Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour For Building Apprentice: $26.80**
**Supplemental Benefit Rate Per Hour For Building Apprentice: $21.45**

**Wage Rate Per Hour For Heavy Apprentice: $37.35**
**Supplemental Benefit Rate Per Hour For Heavy Apprentice: $35.49**

### Carpenter (Fourth Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour For Building Apprentice: $34.68**
**Supplemental Benefit Rate Per Hour For Building Apprentice: $23.45**

**Wage Rate Per Hour For Heavy Apprentice: $45.74**
**Supplemental Benefit Rate Per Hour For Heavy Apprentice: $35.49**

**(Carpenters District Council)**

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# CARPENTER - HIGH RISE CONCRETE FORMS
## (Ratio of Apprentice to Journeyperson: 1 to 1, 2 to 5)

## Carpenter - High Rise (First Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $18.27**
**Supplemental Benefit Rate per Hour: $16.55**

## Carpenter - High Rise (Second Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $24.70**
**Supplemental Benefit Rate per Hour: $16.73**

## Carpenter - High Rise (Third Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $31.28**
**Supplemental Benefit Rate per Hour: $16.95**

## Carpenter - High Rise (Fourth Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $38.90**
**Supplemental Benefit Rate per Hour: $17.20**

**(Carpenters District Council)**

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# CEMENT MASON
**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)**

## Cement Mason (First Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $19.57**
**Supplemental Benefit Rate per Hour: $15.61**

## Cement Mason (Second Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $24.40**
**Supplemental Benefit Rate per Hour: $15.91**

## Cement Mason (Third Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $29.68**
**Supplemental Benefit Rate per Hour: $16.02**

**(Local #780)**

---

# CEMENT AND CONCRETE WORKER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

### Cement & Concrete Worker (First 1333 hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 53% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $14.79**

### Cement & Concrete Worker (Second 1333 hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 69% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $19.72**

### Cement & Concrete Worker (Last 1334 hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 85% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $21.30**

**(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: 7/1/2021 - 6/30/2022**
**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: 7/1/2021 - 6/30/2022**
**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: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 80% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate**

## Derrickperson & Rigger (stone) - Third Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 90% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate**

**(Local #197)**

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# DOCKBUILDER/PILE DRIVER
### (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

## Dockbuilder/Pile Driver (First Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: $23.37**
**Supplemental Benefit Rate Per Hour: $35.49**

## Dockbuilder/Pile Driver (Second Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: $28.97**
**Supplemental Benefit Rate Per Hour: $35.49**

## Dockbuilder/Pile Driver (Third Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: $37.35**
**Supplemental Benefit Rate Per Hour: $35.49**

## Dockbuilder/Pile Driver (Fourth Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: $45.74**

**Supplemental Benefit Rate Per Hour: $35.49**

**(Carpenters District Council)**

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# ELECTRICIAN
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

### Electrician (First Term: 0-6 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $17.25**
**Supplemental Benefit Rate per Hour: $14.93**
**Overtime Supplemental Rate Per Hour: $16.07**

### Electrician (First Term: 7-12 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $17.75**
**Supplemental Benefit Rate per Hour: $15.19**
**Overtime Supplemental Rate Per Hour: $16.36**

### Electrician (Second Term: 0-6 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $18.75**
**Supplemental Benefit Rate per Hour: $15.70**
**Overtime Supplemental Rate Per Hour: $16.95**

### Electrician (Second Term: 7-12 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $19.75**
**Supplemental Benefit Rate per Hour: $16.22**
**Overtime Supplemental Rate Per Hour: $17.53**

### Electrician (Third Term: 0-6 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $20.75**
**Supplemental Benefit Rate per Hour: $16.74**
**Overtime Supplemental Rate Per Hour: $18.11**

### Electrician (Third Term: 7-12 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $21.75**
**Supplemental Benefit Rate per Hour: $17.26**
**Overtime Supplemental Rate Per Hour: $18.70**

## Electrician (Fourth Term: 0-6 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $22.75**
**Supplemental Benefit Rate per Hour: $17.77**
**Overtime Supplemental Rate Per Hour: $19.28**

## Electrician (Fourth Term: 7-12 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $24.75**
**Supplemental Benefit Rate per Hour: $18.81**
**Overtime Supplemental Rate Per Hour: $20.45**

## Electrician (Fifth Term: 0-12 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $26.00**
**Supplemental Benefit Rate per Hour: $22.06**
**Overtime Supplemental Rate Per Hour: $23.70**

## Electrician (Fifth Term: 13-18 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $30.50**
**Supplemental Benefit Rate per Hour: $24.45**
**Overtime Supplemental Rate Per Hour: $26.38**

### Overtime Description
**Overtime Wage paid at time and one half the regular rate**

**(Local #3)**

---

# ELEVATOR CONSTRUCTOR
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

## Elevator (Constructor) - First Year

**Effective Period: 7/1/2021 - 3/16/2022**
**Wage Rate Per Hour: 50% of Journeyperson's rate**
**Supplemental Rate Per Hour: $32.76**

**Effective Period: 3/17/2022 - 6/30/2022**
**Wage Rate Per Hour: 50% of Journeyperson's rate**
**Supplemental Rate Per Hour: $33.38**

## Elevator (Constructor) - Second Year

**Effective Period: 7/1/2021 - 3/16/2022**
**Wage Rate Per Hour: 55% of Journeyperson's rate**
**Supplemental Rate Per Hour: $33.31**

**Effective Period: 3/17/2022 - 6/30/2022**
**Wage Rate Per Hour: 55% of Journeyperson's rate**
**Supplemental Rate Per Hour: $33.96**

## Elevator (Constructor) - Third Year

**Effective Period: 7/1/2021 - 3/16/2022**
**Wage Rate Per Hour: 65% of Journeyperson's rate**
**Supplemental Rate Per Hour: $34.42**

**Effective Period: 3/17/2022 - 6/30/2022**
**Wage Rate Per Hour: 65% of Journeyperson's rate**
**Supplemental Rate Per Hour: $35.10**

## Elevator (Constructor) - Fourth Year

**Effective Period: 7/1/2021 - 3/16/2022**
**Wage Rate Per Hour: 75% of Journeyperson's rate**
**Supplemental Rate Per Hour: $35.52**

**Effective Period: 3/17/2022 - 6/30/2022**
**Wage Rate Per Hour: 75% of Journeyperson's rate**
**Supplemental Rate Per Hour: $36.24**

**(Local #1)**

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# ELEVATOR REPAIR & MAINTENANCE
### (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

## Elevator Service/Modernization Mechanic (First Year)

**Effective Period: 7/1/2021 - 3/16/2022**
**Wage Rate Per Hour: 50% of Journeyperson's rate**
**Supplemental Benefit Per Hour: $32.71**

**Effective Period: 3/17/2022 - 6/30/2022**
**Wage Rate Per Hour: 50% of Journeyperson's rate**
**Supplemental Benefit Per Hour: $33.33**

## Elevator Service/Modernization Mechanic (Second Year)

**Effective Period: 7/1/2021 - 3/16/2022**
**Wage Rate Per Hour: 55% of Journeyperson's rate**
**Supplemental Benefit Per Hour: $33.26**

**Effective Period: 3/17/2022 - 6/30/2022**
**Wage Rate Per Hour: 55% of Journeyperson's rate**
**Supplemental Benefit Per Hour: $33.90**

## Elevator Service/Modernization Mechanic (Third Year)

**Effective Period: 7/1/2021 - 3/16/2022**
**Wage Rate Per Hour: 65% of Journeyperson's rate**
**Supplemental Benefit Per Hour: $34.35**

**Effective Period: 3/17/2022 - 6/30/2022**
**Wage Rate Per Hour: 65% of Journeyperson's rate**
**Supplemental Benefit Per Hour: $35.03**

## Elevator Service/Modernization Mechanic (Fourth Year)

**Effective Period: 7/1/2021 - 3/16/2022**
**Wage Rate Per Hour: 75% of Journeyperson's rate**
**Supplemental Benefit Per Hour: $35.45**

**Effective Period: 3/17/2022 - 6/30/2022**
**Wage Rate Per Hour: 75% of Journeyperson's rate**
**Supplemental Benefit Per Hour: $36.17**

**(Local #1)**

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# ENGINEER
### (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

## Engineer - First Year

**Effective Period: 7/1/2021 - 6/30/2022**

**Wage Rate per Hour: $25.38**
**Supplemental Benefit Rate per Hour: $28.51**

## Engineer - Second Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $31.72**
**Supplemental Benefit Rate per Hour: $28.51**

## Engineer - Third Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $34.89**
**Supplemental Benefit Rate per Hour: $28.51**

## Engineer - Fourth Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $38.06**
**Supplemental Benefit Rate per Hour: $28.51**

**(Local #15)**

---

# ENGINEER - OPERATING
### (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

## Operating Engineer - First Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 40% of Operating Engineer - Road & Heavy Construction V's Rate**
**Supplemental Benefit Per Hour: $24.05**

## Operating Engineer - Second Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 50% of Operating Engineer - Road & Heavy Construction V's Rate**
**Supplemental Benefit Per Hour: $24.05**

## Operating Engineer - Third Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 60% of Operating Engineer - Road & Heavy Construction V's Rate**
**Supplemental Benefit Per Hour: $24.05**

**(Local #14)**

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# FLOOR COVERER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

### Floor Coverer (First Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $24.55**
**Supplemental Benefit Rate per Hour: $16.35**

### Floor Coverer (Second Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $27.55**
**Supplemental Benefit Rate per Hour: $17.85**

### Floor Coverer (Third Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $31.80**
**Supplemental Benefit Rate per Hour: $21.45**

### Floor Coverer (Fourth Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $39.68**
**Supplemental Benefit Rate per Hour: $23.45**

**(Carpenters District Council)**

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# GLAZIER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

### Glazier (First Year)

**Effective Period: 7/1/2021 - 6/30/2022**

**Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate**

## Glazier (Second Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate**

## Glazier (Third Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate**

## Glazier (Fourth Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate**

**(Local #1281)**

---

# HAZARDOUS MATERIAL HANDLER
### (Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

## Handler (First 1000 Hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 78% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $14.25**

## Handler (Second 1000 Hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 80% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $14.25**

## Handler (Third 1000 Hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 83% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $14.25**

## Handler (Fourth 1000 Hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 89% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $14.25**

**(Local #78)**

---

# HEAT & FROST INSULATOR
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

### Heat & Frost Insulator (First Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate**

### Heat & Frost Insulator (Second Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate**

### Heat & Frost Insulator (Third Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate**

### Heat & Frost Insulator (Fourth Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate**

**(Local #12)**

---

# HOUSE WRECKER
## (TOTAL DEMOLITION)
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

### House Wrecker - First Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $20.20**
**Supplemental Benefit Rate per Hour: $10.07**

## House Wrecker - Second Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $22.15**
**Supplemental Benefit Rate per Hour: $10.07**

## House Wrecker - Third Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $23.65**
**Supplemental Benefit Rate per Hour: $10.07**

## House Wrecker - Fourth Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $26.15**
**Supplemental Benefit Rate per Hour: $10.07**

**(Mason Tenders District Council)**

---

# IRON WORKER - ORNAMENTAL
**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)**

## Iron Worker (Ornamental) - First Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $20.63**
**Supplemental Benefit Rate per Hour: $17.61**

## Iron Worker (Ornamental) - Second Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $24.22**
**Supplemental Benefit Rate per Hour: $18.86**

## Iron Worker (Ornamental) - Third Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $27.80**
**Supplemental Benefit Rate per Hour: $20.12**

## Iron Worker (Ornamental) - Fourth Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $31.38**
**Supplemental Benefit Rate per Hour: $21.38**

**(Local #580)**

---

# IRON WORKER - STRUCTURAL
**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)**

## Iron Worker (Structural) - 1st Six Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $28.21**
**Supplemental Benefit Rate per Hour: $57.12**

## Iron Worker (Structural) - 7- 18 Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $28.81**
**Supplemental Benefit Rate per Hour: $57.12**

## Iron Worker (Structural) - 19 - 36 months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $29.42**
**Supplemental Benefit Rate per Hour: $57.12**

**(Local #40 and #361)**

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# LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)
**(Ratio Apprentice to Journeyperson: 1 to 1, 1 to 3)**

## Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First 1000 hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 50% of Journeyperson's rate**
**Supplemental Rate Per Hour: $48.63**

## Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 60% of Journeyperson's rate**
**Supplemental Rate Per Hour: $48.63**

## Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 75% of Journeyperson's rate**
**Supplemental Rate Per Hour: $48.63**

## Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 90% of Journeyperson's rate**
**Supplemental Rate Per Hour: $48.63**

**(Local #731)**

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# MARBLE MECHANICS
### (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

## Cutters & Setters - First 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate**

**NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)**

## Cutters & Setters - Second 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 45% of Journeyperson's rate**

## Cutters & Setters - Third 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate**

## Cutters & Setters - Fourth 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate**

## Cutters & Setters - Fifth 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate**

## Cutters & Setters - Sixth 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate**

## Cutters & Setters - Seventh 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate**

## Cutters & Setters - Eighth 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate**

## Cutters & Setters - Ninth 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate**

## Cutters & Setters - Tenth 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate**

## Polishers & Finishers - First 900 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate**

**NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)**

## Polishers & Finishers - Second 900 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate**

## Polishers & Finishers - Third 900 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate**

**(Local #7)**

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# MASON TENDER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

## Mason Tender - First Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $20.20**
**Supplemental Benefit Rate per Hour: $10.07**

## Mason Tender - Second Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $22.15**
**Supplemental Benefit Rate per Hour: $10.07**

## Mason Tender - Third Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $23.65**
**Supplemental Benefit Rate per Hour: $10.07**

## Mason Tender - Fourth Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $26.15**
**Supplemental Benefit Rate per Hour: $10.07**

**(Local #79)**

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# METALLIC LATHER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

## Metallic Lather (First Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $21.00**
**Supplemental Benefit Rate per Hour: $17.87**

## Metallic Lather (Second Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $22.00**
**Supplemental Benefit Rate per Hour: $16.87**

## Metallic Lather (Third Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $33.10**
**Supplemental Benefit Rate per Hour: $21.32**

## Metallic Lather (Fourth Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $35.60**
**Supplemental Benefit Rate per Hour: $21.82**

**(Local #46)**

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# MILLWRIGHT
**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)**

## Millwright (First Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $30.74**
**Supplemental Benefit Rate per Hour: $35.19**

## Millwright (Second Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $36.19**
**Supplemental Benefit Rate per Hour: $38.89**

## Millwright (Third Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $41.64**
**Supplemental Benefit Rate per Hour: $43.24**

## Millwright (Fourth Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $52.54**
**Supplemental Benefit Rate per Hour: $50.00**

**(Local #740)**

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# PAINTER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

## Painter - Brush & Roller - First Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $17.20**
**Supplemental Benefit Rate per Hour: $16.67**

## Painter - Brush & Roller - Second Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $21.50**
**Supplemental Benefit Rate per Hour: $21.44**

## Painter - Brush & Roller - Third Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $25.80**
**Supplemental Benefit Rate per Hour: $25.27**

## Painter - Brush & Roller - Fourth Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $34.40**
**Supplemental Benefit Rate per Hour: $32.51**

**(District Council of Painters)**

# PAINTER - METAL POLISHER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

### Metal Polisher (First Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $16.00**
**Supplemental Benefit Rate per Hour: $7.36**
**New Construction - Wage Rate Per Hour: $16.39**
**Scaffold Over 34 Feet - Wage Rate Per Hour: $18.50**

### Metal Polisher (Second Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $17.00**
**Supplemental Benefit Rate per Hour: $7.36**
**New Construction - Wage Rate Per Hour: $17.44**
**Scaffold Over 34 Feet - Wage Rate Per Hour: $19.50**

### Metal Polisher (Third Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $18.00**
**Supplemental Benefit Rate per Hour: $7.36**
**New Construction - Wage Rate Per Hour: $18.54**
**Scaffold Over 34 Feet - Wage Rate Per Hour: $20.50**

**(Local 8A-28)**

# PAINTER - STRUCTURAL STEEL
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

### Painters - Structural Steel (First Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate**

### Painters - Structural Steel (Second Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate**

### Painters - Structural Steel (Third Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate**

**(Local #806)**

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## PAVER AND ROADBUILDER
**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**

### Paver and Roadbuilder - First Year (Minimum 1000 hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $29.86**
**Supplemental Benefit Rate per Hour: $23.55**

### Paver and Roadbuilder - Second Year (Minimum 1000 hours)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $31.50**
**Supplemental Benefit Rate per Hour: $23.55**

**(Local #1010)**

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## PLASTERER
**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**
**(Each Term is 800 Hours.)**

### Plasterer - First Term

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 55% of Journeyperson's rate**
**Supplemental Rate Per Hour: $17.48**

## Plasterer - Second Term

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 60% of Journeyperson's rate**
**Supplemental Rate Per Hour: $18.63**

## Plasterer - Third Term

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 70% of Journeyperson's rate**
**Supplemental Rate Per Hour: $20.93**

## Plasterer - Fourth Term

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 75% of Journeyperson's rate**
**Supplemental Rate Per Hour: $22.10**

**(Local #262)**

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# PLASTERER - TENDER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

## Plasterer Tender - First Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $20.20**
**Supplemental Benefit Rate per Hour: $10.07**

## Plasterer Tender - Second Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $22.15**
**Supplemental Benefit Rate per Hour: $10.07**

## Plasterer Tender - Third Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $23.65**
**Supplemental Benefit Rate per Hour: $10.07**

## Plasterer Tender - Fourth Year

**Effective Period: 7/1/2021 - 6/30/2022**

**Wage Rate per Hour:** **$26.15**
**Supplemental Benefit Rate per Hour:** **$10.07**

**(Local #79)**

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# PLUMBER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

### Plumber - First Year: 1st Six Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour:** **$16.78**
**Supplemental Benefit Rate per Hour:** **$5.43**

### Plumber - First Year: 2nd Six Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour:** **$19.78**
**Supplemental Benefit Rate per Hour:** **$6.43**

### Plumber - Second Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour:** **$28.36**
**Supplemental Benefit Rate per Hour:** **$21.19**

### Plumber - Third Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour:** **$30.46**
**Supplemental Benefit Rate per Hour:** **$21.19**

### Plumber - Fourth Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour:** **$33.31**
**Supplemental Benefit Rate per Hour:** **$21.19**

### Plumber - Fifth Year: 1st Six Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour:** **$34.71**

**Supplemental Benefit Rate per Hour: $21.19**

## Plumber - Fifth Year: 2nd Six Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $46.78**
**Supplemental Benefit Rate per Hour: $21.19**

**(Plumbers Local #1)**

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# POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER
## (Exterior Building Renovation)
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

## Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - First Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $28.92**
**Supplemental Benefit Rate per Hour: $14.81**

## Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Second Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $32.58**
**Supplemental Benefit Rate per Hour: $19.86**

## Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Third Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $37.63**
**Supplemental Benefit Rate per Hour: $23.61**

## Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Fourth Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $45.44**
**Supplemental Benefit Rate per Hour: $24.61**

**(Bricklayer District Council)**

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# ROOFER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

### Roofer - First Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 35% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $3.51**

### Roofer - Second Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 50% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $17.54**

### Roofer - Third Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 60% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $20.99**

### Roofer - Fourth Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 75% of Journeyperson's rate**
**Supplemental Benefit Rate Per Hour: $26.18**

**(Local #8)**

# SHEET METAL WORKER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

### Sheet Metal Worker (0-6 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 25% of Journeyperson's rate**
**Supplemental Rate Per Hour: $6.76**

### Sheet Metal Worker (7-18 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 35% of Journeyperson's rate**
**Supplemental Rate Per Hour: $19.55**

## Sheet Metal Worker (19-30 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 45% of Journeyperson's rate**
**Supplemental Rate Per Hour: $26.65**

## Sheet Metal Worker (31-36 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 55% of Journeyperson's rate**
**Supplemental Rate Per Hour: $31.50**

## Sheet Metal Worker (37-42 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 55% of Journeyperson's rate**
**Supplemental Rate Per Hour: $31.50**

## Sheet Metal Worker (43-48 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 70% of Journeyperson's rate**
**Supplemental Rate Per Hour: $38.78**

## Sheet Metal Worker (49-54 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 70% of Journeyperson's rate**
**Supplemental Rate Per Hour: $38.78**

## Sheet Metal Worker (55-60 Months)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 80% of Journeyperson's rate**
**Supplemental Rate Per Hour: $43.65**

**(Local #28)**

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# SIGN ERECTOR
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

## Sign Erector - First Year: 1st Six Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 35% of Journeyperson's rate**
**Supplemental Rate Per Hour: $16.51**

## Sign Erector - First Year: 2nd Six Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 40% of Journeyperson's rate**
**Supplemental Rate Per Hour: $18.74**

## Sign Erector - Second Year: 1st Six Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 45% of Journeyperson's rate**
**Supplemental Rate Per Hour: $20.96**

## Sign Erector - Second Year: 2nd Six Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 50% of Journeyperson's rate**
**Supplemental Rate Per Hour: $23.21**

## Sign Erector - Third Year: 1st Six Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 55% of Journeyperson's rate**
**Supplemental Rate Per Hour: $31.44**

## Sign Erector - Third Year: 2nd Six Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 60% of Journeyperson's rate**
**Supplemental Rate Per Hour: $34.20**

## Sign Erector - Fourth Year: 1st Six Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 65% of Journeyperson's rate**
**Supplemental Rate Per Hour: $37.76**

## Sign Erector - Fourth Year: 2nd Six Months

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 70% of Journeyperson's rate**
**Supplemental Rate Per Hour: $40.62**

## Sign Erector - Fifth Year

**Effective Period: 7/1/2021 - 6/30/2022**

**Wage Rate Per Hour: 75% of Journeyperson's rate**
**Supplemental Rate Per Hour: $43.44**

## Sign Erector - Sixth Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 80% of Journeyperson's rate**
**Supplemental Rate Per Hour: $46.27**

**(Local #137)**

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# STEAMFITTER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

## Steamfitter - First Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate**

## Steamfitter - Second Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.**

## Steamfitter - Third Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.**

## Steamfitter - Fourth Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.**

## Steamfitter - Fifth Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate and Supplemental Rate Per Hour: 85% of Journeyperson's rate.**

**(Local #638)**

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# STEAMFITTER - REFRIGERATION & AIR CONDITIONER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

### Refrigeration & Air Conditioner (First Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $20.75**
**Supplemental Benefit Rate per Hour: $12.99**

### Refrigeration & Air Conditioner (Second Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $25.04**
**Supplemental Benefit Rate per Hour: $14.23**

### Refrigeration & Air Conditioner (Third Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $29.17**
**Supplemental Benefit Rate per Hour: $15.53**

### Refrigeration & Air Conditioner (Fourth Year)

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $35.22**
**Supplemental Benefit Rate per Hour: $17.29**

**(Local #638-B)**

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# STONE MASON - SETTER
## (Ratio Apprentice of Journeyperson: 1 to 1, 1 to 2)

### Stone Mason - Setters - First 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate**

### Stone Mason - Setters - Second 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**

**Wage Rate Per Hour: 60% of Journeyperson's rate**
**Supplemental Rate Per Hour: 50% of Journeyperson's rate**

## Stone Mason - Setters - Third 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**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: 7/1/2021 - 6/30/2022**
**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: 7/1/2021 - 6/30/2022**
**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: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: 100% of Journeyperson's rate**
**Supplemental Rate Per Hour: 50% of Journeyperson's rate**

**(Bricklayers District Council)**

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# TAPER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

## Drywall Taper - First Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $20.97**
**Supplemental Benefit Rate per Hour: $13.55**

## Drywall Taper - Second Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $24.24**
**Supplemental Benefit Rate per Hour: $20.31**

## Drywall Taper - Third Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $29.08**
**Supplemental Benefit Rate per Hour: $22.06**

## Drywall Taper - Fourth Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate per Hour: $38.78**
**Supplemental Benefit Rate per Hour: $25.56**

**(Local #1974)**

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# TILE LAYER - SETTER
## (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

## Tile Layer - Setter - First 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour:35% of Journeyperson's rate**

## Tile Layer - Setter - Second 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour 40% of Journeyperson's rate**

## Tile Layer - Setter - Third 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate**

## Tile Layer - Setter - Fourth 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate**

## Tile Layer - Setter - Fifth 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate**

## Tile Layer - Setter - Sixth 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate**

## Tile Layer - Setter - Seventh 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate**

## Tile Layer - Setter - Eighth 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate**

## Tile Layer - Setter - Ninth 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour:80% of Journeyperson's rate**

## Tile Layer - Setter - Tenth 750 Hours

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate**

**(Local #7)**

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# TIMBERPERSON
### (Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

## Timberperson - First Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: $21.42**
**Supplemental Rate Per Hour: $35.22**

## Timberperson - Second Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: $26.53**
**Supplemental Rate Per Hour: $35.22**

## Timberperson - Third Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: $34.18**

**Supplemental Rate Per Hour: $35.22**

## Timberperson - Fourth Year

**Effective Period: 7/1/2021 - 6/30/2022**
**Wage Rate Per Hour: $41.84**
**Supplemental Rate Per Hour: $35.22**

**(Local #1536)**

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

Leonard A. Mancusi
SENIOR ASSISTANT COMPTROLLER

ALAN G. HEVESI
COMPTROLLER

# MEMORANDUM

November 6, 2000

To Agency Chief Contracting Officers

From: Leonard A. Mancusi

Re: Security at Construction Sites

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

*prevailing wages, we suggest that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.*

*As always, your cooperation is appreciated.*

*LAM:er*
*ACCO.SECURITY AT SITES*

Department of Design and Construction

# DIVISION OF INFRASTRUCTURE
## BUREAU OF DESIGN

# VOLUME 2 OF 3

## PROJECT ID: SEQ002715

REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL
LOCATED NORTH OF 81 ST STREET AND 19 TH AVENUE,
ON LAGUARDIA AIRPORT PROPERTY

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

_____

***Contractor***

_____

**Dated_____, 20___**

_____

**APPROVED AS TO FORM**
**CERTIFIED AS TO LEGAL AUTHORITY**

_____

***Acting Corporation Counsel***

_____

**Dated_____, 20___**

_____

Department of Design and Construction

# DIVISION OF INFRASTRUCTURE
## BUREAU OF DESIGN

# VOLUME 2 OF 3

_____

***Contractor***

_____

**Dated_____, 20___**

_____

**APPROVED AS TO FORM**
**CERTIFIED AS TO LEGAL AUTHORITY**

_____

***Acting Corporation Counsel***

_____

**Dated_____, 20___**

# Department of Design and Construction

## DIVISION OF INFRASTRUCTURE
### BUREAU OF DESIGN

# VOLUME 2 OF 3

## PROJECT ID: SEQ002715

REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL
LOCATED NORTH OF 81 ST STREET AND 19 TH AVENUE,
ON LAGUARDIA AIRPORT PROPERTY

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

_____
*Contractor*

_____

**Dated** _____, 20___

_____

**APPROVED AS TO FORM**
**CERTIFIED AS TO LEGAL AUTHORITY**

CAL
12/27/2021

_____
*Acting Corporation Counsel*

_____

**Dated** December 29, 2021

Department of Design and Construction

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

*TO BE FILLED IN BY THE BIDDER*:

BIDDER'S NAME:

_____

_____

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

NUMBER OF ADDENDUMS RECEIVED AND ATTACHED TO BID:
____ ADDENDUMS

*DDC CLIENT AGENCY*:
**THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**
*PREPARED BY*:
**IN-HOUSE DESIGN**
*DATE PREPARED*:
**November 14, 2021**

# VOLUME 3 OF 3

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

# PROJECT ID: SEQ002715

## SCHEDULE A SPECIFICATIONS AND REVISIONS TO STANDARD SPECIFICATIONS

## REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LOCATED NORTH OF 81 ST STREET AND 19 TH AVENUE, ON LAGUARDIA AIRPORT PROPERTY

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

Project ID: SEQ002715

# VOLUME 3 OF 3

# TABLE OF CONTENTS


| SECTION | DESCRIPTION | PAGES |
|---|---|---|
| SPECIFICATIONS | AND STANDARDS OF NEW YORK CITY | 1 OF 2 AND 2 OF 2 |
| SCHEDULE A | GENERAL CONDITIONS TO CONSTRUCTION CONTRACT | SA-1 to SA-12 |
| C – PAGES | LIST OF DRAWINDS | C - 1 |
| R - PAGES | REVISIONS TO STANDARD SPECIFICATIONS | R-1 to R-2 |
| S – PAGES | SPECIAL PROVISION PAGES | S -1 to S-58 |
| SW - PAGES | SEWER AND WATER MAIN SPECIFICATIONS | SW-1 to SW-11 |
| EP7 – PAGES | GAS COST SHARING (EP-7) STANDARD SPECIFICATIONS | EP7-1 to EP7-29 |
| HAZ – PAGES | SPECIFICATIONS FOR HANDLING TRANSPORTATION AND DISPOSAL OF NONHAZARDOUS AND POTENTIALLY HAZARDOUS CONTAMINATED MATERIALS | HAZ-1 TO HAZ-37 |
| BMP PAGES | BEST MANAGEMENT PRACTICE | BMP-1 TO BMP-11 |
| UI – PAGES | SECTION UI | UI-1 to UI-17 |

(NO TEXT ON THIS PAGE)

# SPECIFICATIONS AND STANDARDS OF NEW YORK CITY

a- The following New York City Department of Transportation (NYCDOT) reference documents are available online at: http://www1.nyc.gov/site/ddc/resources/publications.page and https://www1.nyc.gov/html/dot/html/about/dotlibrary.shtml#spec or for purchase between 9:00 A.M. and 3:00 P.M. Bid Window, at 55 Water St., Ground Floor, NYC, N.Y. 10041. Tel. (212) 839-9435.

1. NYCDOT Standard Highway Specifications, August 1, 2015
2. NYC DOT Standard Details of Construction, July 2010 (Revised March 15, 2016)
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

b- The 2010 Americans with Disabilities Act (ADA) Standards; available online at: https://www.ada.gov/regs2010/2010ADAStandards/2010ADAstandards.htm

c- The 2013 Public Rights-of-Way Accessibility Guidelines (PROWAG); available online at: https://www.access-board.gov/files/prowag/PROW-SUP-SNPRM-2013.pdf

d- The following reference documents for New York City Department of Environmental Protection (NYCDEP) are available online at: http://www1.nyc.gov/site/ddc/resources/publications.page or for pick up by calling (718) 391-1041 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.

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
5. NYCDEP Water Main Standard Drawings, November 2010
6. Specifications for Trunk Main Work, July 2014
7. Standard Green Infrastructure Specifications September 1,2021
8. Water main work material specifications are available from the Department of Design and Construction, contact: Mr. Richard Jones, P.E., Tel. (718) 391-1417, E-mail: jonesri@ddc.nyc.gov

e- Standard Design and Guidelines for Green Infrastructure Practices, latest version, available only online at: https://www1.nyc.gov/assets/dep/downloads/pdf/water/stormwater/green-infrastructure/green-infrastructure-standard-designs.pdf

f- Standard Specifications and Drawings for New York City Fire Department Communications facilities of New York City are available online at https://www1.nyc.gov/assets/fdny/downloads/pdf/about/fdny-plant-operations-standard-drawings-specifications.pdf or for pick up from the FDNY Facilities Management Bureau, Plant Operations Engineering, 316 Sgt. Beers Avenue Cluster 1 Box 16, Fort Totten, N.Y. 11359.
Contact: Mr. Ed Durkin, Tel. (718) 281-3933

g- 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

Private Utility (CET) Work reference document “CET SPECIFICATIONS AND SKETCHES dated November 2010” is available for pick up by calling (718) 391-2085 for appointment 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.

# 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**<br><br>The **Contractor** shall obtain a bid security in the amount indicated to the right. | Required provided the TOTAL BID PRICE set forth on the Bid Form is $1,000,000. or more.<br><br>Certified Check: 2% of Bid Amount<br>or<br>Bond: 10% of Bid Amount |
| **INFORMATION FOR BIDDERS SECTION 26 PERFORMANCE AND PAYMENT BONDS**<br><br>The **Contractor** shall obtain performance and payment bonds in the amount indicated to the right. | Required for contracts in the amount of $1,000,000 or more.<br><br>Performance Security and Payment Security shall each be in an amount equal to 100% of the Contract Price. |
| **INFORMATION FOR BIDDERS DEPARTMENT OF DESIGN AND CONSTRUCTION SAFETY REQUIREMENTS**<br><br>The **Contractor** shall provide the safety personnel as indicated to the right. | ■ Project Safety Representative<br><br>■ Dedicated, full-time Project Safety Representative |
| **CONTRACT ARTICLE 14 DATE FOR SUBSTANTIAL COMPLETION**<br><br>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**<br><br>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. | 2500.00 for each consecutive calendar day over substantial completion time |
| **CONTRACT ARTICLE 17. SUB-CONTRACTOR**<br><br>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.**<br>**RETAINAGE**<br><br>The **Commissioner** shall deduct and retain until the substantial completion of the **Work** the percent value of the **Work** indicated to the right. | 5 % of the value of the **Work** |
| **CONTRACT ARTICLE 22.**<br>**(Per Directions Below)** | See pages SA-5 through SA-12 |
| **CONTRACT ARTICLE 24.**<br>**DEPOSIT GUARANTEE**<br><br>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 **Contract** price |
| **CONTRACT ARTICLE 24.**<br>**PERIOD OF GUARANTEE**<br><br>Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right. | (A) Eighteen (18) Months, excluding Trees<br><br>(B) Twenty-four (24) Months for Tree Planting<br><br>(C) Thirty-six (36) Months for BMP work |
| **CONTRACT ARTICLE 75.**<br>**COMPENSATION TO BE PAID TO CONTRACTOR**<br><br>The **City** shall pay and the **Contractor** shall accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein**,** the total sum **shown in the column to the right,** being the amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract.** | Amount for which the **Contract** was Awarded:<br><br>_____<br><br>_____ Dollars<br><br>($_____) |
| **CONTRACT ARTICLE 79.**<br>**PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT** | See M/WBE Utilization Plan in Passport |

| | |
|---|---|
| **STANDARD HIGHWAY SPECIFICATIONS**<br>**SECTION 6.40**<br>**LIQUIDATED DAMAGES FOR ENGINEER'S FIELD OFFICE**<br><br>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. | $ 500.00 for each calendar day of deficiency |
| **STANDARD HIGHWAY SPECIFICATIONS**<br>**SECTION 6.70**<br>**LIQUIDATED DAMAGES FOR MAINTENANCE AND PROTECTION OF TRAFFIC** | $ 250.00 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.<br><br>$ 500.00 for each and every hour of failing to open the entire width of roadway to traffic the morning following a night/weekend work operation. |
| **STANDARD HIGHWAY SPECIFICATIONS**<br>**SECTION 7.13**<br>**LIQUIDATED DAMAGES FOR MAINTENANCE OF SITE**<br><br>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. | $ 400.00 for each calendar day, for each occurrence |

**Date for Substantial Completion (Reference: Article 14)**

The Contractor shall substantially complete the Work within the Final Contract Duration determined in accordance with the terms and conditions set forth herein.

The Base Contract Duration for this project is 545 consecutive calendar days ("ccds").

The Final Contract Duration shall be the Base Contract Duration when a check mark is indicated before the word "NO", below, and shall be the Base Contract Duration adjusted by the table set forth below when a check mark is indicated before the word "YES", below.

√ YES _____ NO

When the Final Contract Duration is indicated above to be adjusted by the table below, the table may increase the Base Contract Duration depending on the date of scheduled substantial completion to avoid a scheduled substantial completion of the Work during the winter months. The date of scheduled substantial completion shall be determined by adding the Base Contract Duration to the date specified to commence work in the written Notice to Proceed. The Final Contract Duration shall then be determined as follows:

(a) Find the row that corresponds to the month of substantial completion based on the Base Contract Duration added to the date specified to commence work in the written Notice to Proceed.

(b) Find the number of days to be added to the Base Contract Duration in the table below. Add that number of days to the Base Contract Duration to obtain the Final Contract Duration in consecutive calendar days.

| Month of Substantial Completion based on the Base Contract Duration | Number of Days of adjustment |
|---|---|
| **January** | 150 |
| **February** | 120 |
| **March** | 90 |
| **April** | 60 |
| **May** | 30 |
| **June** | 0 |
| **July** | 0 |
| **August** | 0 |
| **September** | 0 |
| **October** | 0 |
| **November –December 15** | 0 |
| **December 16 – December 31** | 180 |

In addition, should Item No. 9.30, "Storm Water Pollution Prevention," exist in the Contract and the required Storm Water Pollution Prevention Plan (SWPPP) does not conform to NYSDEC's recommended Standards, an additional 60 ccd shall be added to the above Final Contract Duration.

## (GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)

### PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS

**Note: All certificate(s) of insurance submitted pursuant to Contract Article 22.3. 3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:**

- **For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;**
- **Policy limits consistent with the requirements listed below;**
- **Additional insureds or loss payees consistent with the requirements listed below; and**
- **The number assigned to the Contract by the City (in the "Description of Operations" field).**

**Insurance indicated by a blackened box (■) or by X in a □ to left will be required under this contract**

| Types of Insurance (per Article 22 in its entirety, including listed paragraph) | Minimum Limits and Special Conditions |
|---|---|
| ■ Commercial General Liability Art. 22.1.1 | The minimum limits shall be $ 3,000,000 per occurrence and $ 6,000,000 per project aggregate applicable to this **Contract.**<br><br>Additional Insureds:<br>1. City of New York, including its officials and employees, with coverage at least as broad as ISO Form CG 20 10 and CG 20 37,<br>2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the **Contract** requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity's name, if known, or the entity's title (e.g., Project Manager),<br><br>3. The Port Authority of NY&NJ<br>4. National Grid |

| | |
|---|---|
| ■ Workers' Compensation Art. 22.1.2<br>■ Disability Benefits Insurance Art. 22.1.2<br>■ Employers' Liability Art. 22.1.2<br>■ Jones Act Art. 22.1.3<br>■ U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3 | Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.<br>**Note:** The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (4) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance.<br>Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. Law.<br>☐ Additional Requirements: |
| ☐ Builders' Risk Art. 22.1.4 | ☐ Required: 100% of total bid amount<br>☐ Required: 100 % of total bid amount for Item(s):<br>**Contractor** the Named Insured; the **City** both an Additional Insured and one of the loss payees as its interests may appear.<br>If the **Work** does not involve construction of a new building or gut renovation work, the **Contractor** may provide an installation floater in lieu of Builders Risk insurance.<br>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<br>If vehicles are used for transporting hazardous materials, the **Contractor** shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90<br>Additional Insureds:<br>1. City of New York, including its officials and employees |
| ☐Contractors Pollution Liability Art. 22.1.6 | $ 5,000,000 per occurrence<br>$ 5,000,000 aggregate<br>Additional Insureds:<br>1. City of New York, including its officials and employees, and<br>2. _____<br>3. _____ |
| ☐ Marine Protection and Indemnity Art. 22.1.7(a) | $_____ each occurrence<br>$_____ aggregate<br>Additional Insureds:<br>1. City of New York, including its officials and employees, and<br>2. _____<br>3. _____ |
| ☐ Hull and Machinery Insurance Art. 22.1.7(b) | $_____ per occurrence<br>$_____ aggregate<br>Additional Insureds:<br>1. City of New York, including its officials and employees, and<br>2. _____<br>3. _____ |

| | |
|---|---|
| ☐ Marine Pollution Liability Art. 22.1.7(c) | $ 1,000,000 per occurrence<br>$ 1,000,000 aggregate<br>Additional Insureds:<br>1. City of New York, including its officials and employees, and<br>2. _____<br>3. _____ |
| [OTHER] Art. 22.1.8<br><br>☐ Railroad Protection Liability Policy<br><br>(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:<br><br>• Policy Endorsement CG 28 31 - Pollution Exclusion Amendment is required to be endorsed onto the policy when environmental-related work and/or exposures exist.<br><br>• Indicate the Name and address of the Contractor to perform the work, the Contract # and the name of the railroad property where the work is being performed and the Agency Permit.<br><br>• 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 30 days of the Binder Approval. | $ 2,000,000 per occurrence<br><br>$ 6,000,000 annual aggregate<br><br>Named Insureds:<br><br>1. New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), the Staten Island Rapid Transit Operation Authority (SIRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner) and all other indemnified parties. |

[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<br><br>■Engineer's Field Office<br><br>**Section 6.40, Standard Highway Specifications** | Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of <u>$40,000</u> |

[OTHER] Art. 22.1.8

☐ The Following Additional Insurance Must Be Provided:

**Umbrella/Excess Liability Insurance** - The Contractor shall provide Umbrella/Excess Liability Insurance in the minimum amount of $10,000,000 per Occurrence and $10,000,000 in Aggregate. The policy terms and condition should be at least as broad as the underlying policies. The underlying policies should comply with the insurance provision as outlined by the contract. Defense cost should be in addition to the limit of liability. The City of New York, including its officials and employees, should be included as additional insured as respects to the noted project.

Per **Article 22.2.5** of **the Standard Construction Contract**: The Contractor may satisfy its insurance obligations as defined in this Schedule A through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein

## SCHEDULE A
## (GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)
## (GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)

### PART III. CERTIFICATES OF INSURANCE

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

(1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

(2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

**CITY OF NEW YORK**

**CERTIFICATION BY INSURANCE BROKER OR AGENT**

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

_____
[Name of broker or agent (typewritten)]

_____
[Address of broker or agent (typewritten)]

_____
[Email address of broker or agent (typewritten)]

_____
[Phone number/Fax number of broker or agent (typewritten)]

_____
[Signature of authorized official, broker, or agent]

_____
[Name and title of authorized official, broker, or agent (typewritten)]

State of ……)
) ss.:
County of ……)

Sworn to before me this _____ day of _____, 20____

_____
NOTARY PUBLIC FOR THE STATE OF _____

## SCHEDULE A

## (GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)

## PART IV. ADDRESS OF COMMISSIONER

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth below or, in the absence of such address, to the **Commissioner's** address as provided elsewhere in this **Contract**.

DDC Director, Insurance Risk Manager

30 – 30 Thomson Avenue, 4th Floor (IDCNY Building)

Long Island City, NY 11101

(NO FURTHER TEXT ON THIS PAGE)

**PROJECT ID: SEQ002715**

## LIST OF DRAWINGS

| SHEET NO. | DESCRIPTION |
|---|---|
| 1 | Title Sheet |
| 2 | OUTFALL NO. 1 – 81 ST AND U.S. BULKHEAD |
| 3 | TEMPORARY ROADWAY LAYOUT |
| 4 | SUGGESTED CONSTRUCTION SEQUENCE |
| 5,6 | OUTFALL NO. 1 DETAILS |
| 7 | AS-BUILTS OF SEWER AT 81 ST STREET |
| 8,9 | MAINTENANCE AND PROTECTION OF TRAFFIC |
| 10,11 | SEDIMENT AND EROSION CONTROL PLAN |
| FOR REFERENCE ONLY | |
| B1 | BORINGS |

R - PAGES

# REVISIONS TO STANDARD SPECIFICATIONS

## NOTICE

The Specification Bulletin(s) ("SB(s)") referenced in this Section (R-Pages) may consist of revisions to the following Standard Specifications:

- New York City Department of Transportation ("NYC DOT") Standard Highway Specifications, dated 8/1/2015;
- New York City Department of Environmental Protection ("NYC DEP") Standard Sewer and Water Main Specifications, dated 7/1/2014; and
- NYC DEP Specifications for Trunk Main Work, dated 7/2014.

The SB(s) modify and supersede portions of the applicable Standard Specifications. The provisions contained in this Contract's I-Pages, S-Pages and SW-Pages may further modify the applicable Standard Specifications.

The following SB(s) are included as part of this contract:

- SB 16-001 – REVISIONS TO THE NYC DOT STANDARD HIGHWAY SPECIFICATIONS.
- SB 16-002 – REVISIONS TO THE NYC DEP STANDARD SEWER AND WATER MAIN SPECIFICATIONS.
- SB 17-001 – UV CURED-IN-PLACE-PIPE (CIPP) LINING METHOD
- *SB 17-002 – SUPERSEDED BY SB 18-001*
- SB 17-003 – ENGINEERS FIELD OFFICE
- SB 17-004 – FIRE DEPARTMENT FACILITIES
- SB 17-005 – DIGITAL PHOTOGRAPHS
- SB 17-006 – RECORDS OF SUBSURFACE STRUCTURES
- SB 17-007 – MOBILIZATION
- SB 17-008 – QUALIFICATION CARDS
- SB 17-009 – SALVAGEABLE MATERIALS
- SB 17-010 – MILLED ASPHALTIC CONCRETE AGGREGATE
- *SB 17-011 – SUPERSEDED BY SB 21-004*

- SB 17-012 – TEMPORARY HOUSE CONNECTION MATERIAL
- SB 18-001 – RODENT AND WATERBUG PEST CONTROL
- SB 18-002 – COLOR SURFACE TREATMENT FOR PAVEMENTS
- SB 18-003 – WATER AND SEWER GENERAL PROVISIONS
- SB 18-004 – CUTTING DUCTILE IRON PIPE
- SB 18-005 – STOCKPILES
- SB 19-001 – RESTORATION OF PAVEMENT SURFACE
- SB 19-002 – SCHEDULE OF OPERATIONS
- SB 21-001 – SALVAGEABLE MATERIALS
- SB 21-002 – HYDRANTS
- SB 21-003 – BACK UP ALARMS, MAINTENANCE OF SITE
- SB 21-004 – DETECTABLE WARNING UNITS

The SB(s) are available online at: http://www1.nyc.gov/site/ddc/resources/specification-bulletins.page or for pickup between 8:00 AM and 4:00 PM at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, NY 11101. Contacts:

- Mr. Richard Jones, (718) 391-1417
- Mr. Salman Macktoom, (718) 391-2041

**(NO FURTHER TEXT THIS PAGE)**

S - PAGES

## GENERAL AND SPECIAL PROVISIONS:

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## NOTICE

THE PAGES CONTAINED HEREIN (S-PAGES) ARE GENERAL AND SPECIAL PROVISIONS THAT WILL APPLY TO AND BECOME PART OF THE CONTRACT.

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# (A) GENERAL PROVISIONS

A. LINES AND GRADES. The Contractor must furnish lines and grades in accordance with Section 1.06.27 of the NYCDOT Standard Highway Specifications, except that survey controls established for this project may no longer exist and the Contractor will be required to re-establish the survey control information using official Borough Survey Control Monuments and Bench Marks, where they exist. The Contractor must check with Topographic Section of the Borough President's Office as to the reliability and accuracy of the data to be used for lines and grades.

B. SPECIFIC TRAFFIC STIPULATIONS. Under this contract, the Contractor must perform the work in strict accordance with the requirements of Section 6.70 in the Standard Highway Specifications, specific traffic stipulations as called for on the plans, Office of Construction Mitigation and Coordination (OCMC) Traffic Stipulations attached to the end of these Special Provisions, and the directions of the Engineer. In case of a conflict, the Engineer's decision will be final.

In addition, the cost of compliance with requirements of the OCMC Traffic Stipulations, unless otherwise provided for, will be deemed included in the prices bid for all scheduled items.

C. HOLIDAY CONSTRUCTION EMBARGO. A special Holiday Construction Embargo will be in effect on the Friday of the week preceding Thanksgiving Day week from 6:00 AM to 11:59 PM and again from the Monday of Thanksgiving Day week from 6:00 AM through January 2, at 11:59 PM. Roadway and sidewalk construction activities will be restricted during the embargo period on the streets listed below*.

Any permits issued prior to the date of this notice, for work during this embargo period on the streets listed below* which do not already have the permit stipulation "410" are hereby suspended for the period noted above. All permittees must comply with this embargo unless a special waiver is granted by OCMC. Waiver requests must be filed at least thirteen days before Thanksgiving Day, in the Permit Office by filing a "Request for Roadway/Sidewalk Permits During "Embargo Periods" and submitting supporting documentation. Waiver requests should only be submitted for critical reasons for a specific project. If a waiver is granted, the applicant will be notified so they can apply for the approved permits. Waivers **are not** required for ongoing Building Construction Activity Permits which already include the "410" permit stipulation. Waiver request forms may be obtained at any Permit Office or on the Department of Transportation's website at:
**http://www.nyc.gov/html/dot/downloads/pdf/holidayembapp.pdf**
Prior to this embargo period all necessary measures must be taken so that all roadways and sidewalks are in proper condition to allow for the expeditious and safe movement of vehicular, bicycle and pedestrian traffic. Tool carts, cable reels, containers, and material stored on roadways must be removed during the embargo period.

The opening of utility access covers is prohibited on any of the streets noted below** between the hours of 6:00 AM and midnight unless the utility or Contractor files for an Emergency Authorization Number as required by Section 2-07 of the Department of Transportation's Highway Rules. The planned opening of utility access covers may occur during the hours of 12:01 AM and 5:59 AM where no authorization number is required.

Temporary restoration of the streets and sidewalks and removal thereof, if required for the Holiday Embargo period, will be paid for under the appropriate scheduled items.

No extension of time due to the shutdown period will be granted to the Contractor for completion of the work.

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*** Please note that this embargo only applies to NYCDOT construction permits.**
**** List of street and maps of the affected locations are available by borough on the Department of Transportation's website at:**
**http://www.nyc.gov/html/dot/html/motorist/trafalrt.shtml**

D. CONTRACT ITEMS THAT INCLUDE BACKFILL AS A PART OF THEIR WORK. The following will pertain to all contract items that have backfill as a part of their work: Backfilling will comply with Subsection 4.11.3 of the Standard Specifications and no additional payment will be made for any Highway or Street Lighting work item requiring Contractor to furnish additional fill material to meet these requirements when backfilling.

E. ACCELERATED PROJECT SCHEDULE AND COMBINATION OF STAGES. Contractor will plan and/or stage his/her work schedule using all hours/days available. Contractor is advised that all applicable unit prices will include, for the purpose of this contract, all overtime costs, premium time costs, shift differentials required to complete construction within the specified "Time(s) of Completion" stipulated in this contract.

Contractor will be permitted to accelerate this project, to combine stages and/or work sequences. Any such changes will be shown in the construction schedule, to be furnished in accordance with the General Provisions of the Standard Specifications.

F. DISPOSAL OF EXCESS EXCAVATED MATERIAL. All excess excavated material, with the exception of contaminated material, will become the property of the Contractor and will be properly disposed of away from the site, at the Contractor's expense. Contaminated material will be disposed of separately in accordance with contract requirements.

G. NO EXTENSION OF TIME FOR WINTER SHUT-DOWN. Where the Contractor's approved work schedule for installing sidewalk, curb, roadway base and/or pavement falls within the winter period of December 1st through April 1st, the Contractor will NOT be granted an extension of time for completion of this contract due to the winter shut-down period, unless otherwise provided in Schedule A.

H. PRIVATE UTILITY HARDWARE ADJUSTMENTS. will be performed by the owning utility company or its agent, at its expense. The Contractor must notify the utility company 72 hours prior to start of work at each location where its hardware requires adjustment.

I. SURVEY MONUMENTS. When working in the vicinity of survey monument the Contractor will hand excavate per Item 8.02 AB-S, 8.02JA, 8.02JB, 8.02 A and 8.02 B (as applicable), at City Survey Monuments, for a distance of five (5) feet around each monument, as directed by the Engineer.

J. RESTORATION OF ADJACENT AREAS. The Contractor will be required to remove all form work. In planting strip areas, the Contractor will be required to restore areas damaged as a result of the Contractor's operations, to the satisfaction of the Engineer, with sod. The Contractor will also, as directed by the Engineer, make safe adjacent areas to the Contractor's work, such as: restoring missing or damaged pavement markings that were removed or damaged as a result of the Contractor's operations (as per requirements of Section 6.44 in the Standard Specifications); resetting granite blocks in tree pits; and, applying binder mixture (Item 4.02 CA or as applicable) where badly broken sidewalk or curb may create a dangerous condition just outside his area of operation, where and when directed by the Engineer.

All restoration work must be performed to the satisfaction of the Engineer.

K. FLAGGERS. The Contractor is notified that wherever the Item No. "6.52" and words "flagger", "flagperson" and "flagman" are used in the contract documents and drawings it will mean the Item No. "6.52 CG" and the words "Crossing Guard", respectively. The Contractor is advised that until the Comptroller of the City of New York sets a prevailing wage rate for crossing guards, there are no prevailing wage rates for crossing guards.

For projects that require compliance with the Davis-Bacon Act, wherever the Item No. “6.52” and words “flagger”, “flagperson” and “flagman” are used in the contract documents and drawings it will mean the Item No. “6.52 FED” and the words “Uniformed Flagperson”, respectively.

L. FUEL COST. The Contractor is notified that the fuel cost per gallon used in the formula under Sub-Article 26.2.8 of the Standard Construction Contract for Extra Work will be derived from the fuel price index for the United States East Coast published weekly by the United States Energy Information Administration (“USEIA”), and available on its website at http://www.eia.gov/petroleum/gasdiesel/. The USEIA-published cost per gallon for the applicable fuel on the East Coast for the week in which the first day of each calendar quarter during the contract term occurs (i.e., January 1st, April 1st, July 1st and September 1st) will be used in the reimbursement formula for all **Extra Work** invoiced that was performed during that calendar quarter. Should the USEIA stop publishing this fuel price index, the fuel cost per gallon will be determined by reference to a substitute index to be agreed upon by the Contractor and the City.

M. NYCDPR CONSTRUCTION PERMITS AND OTHER REQUIREMENTS.

1. At least thirty (30) days prior to the upcoming start of construction at or near the New York City Department of Parks and Recreation (NYCDPR) land , the Contractor is required to issue a notice to NYCDPR about the start of construction activity. At least 30 days in advance of the Order to Work Date, the Contractor must notify the New York City Department of Parks and Recreation (NYCDPR) of the upcoming start of construction by emailing interagency@parks.nyc.gov.

2. Parks Construction Permits are required for all work on Parkland. Construction Permits may also be required for work on sidewalks adjacent to Parks properties or other areas maintained by NYCDPR such as Greenstreets depending on the scope of work. It is the Contractor’s responsibility to coordinate with Parks via email at interagency@parks.nyc.gov to establish whether Construction Permits are required for the contract scope of work.

3. The Contractor will not be permitted to store, stage, stockpile, barricade, lay down construction materials or equipment, or otherwise impede access to Parkland, Greenstreets, or sidewalks in the right-of-way fronting Park properties unless such permission is granted by NYCDPR via issuance of a Parks Construction Permit.

4. The Contractor must obtain the necessary Parks Construction Permit from NYCDPR prior to the start of work on Parkland or areas under Parks’ jurisdiction. The Construction Permit application is found online at https://www.nycgovparks.org/permits/construction.

5. When no Construction Permit is required, the contactor must notify Parks at interagency@parks.nyc.gov at least one week in advance of any construction adjacent to Greenstreets or in the right-of-way fronting Parks properties to allow for coordination as needed.

6. The Contractor is responsible for the protection of any Greenstreets, sidewalks, and other landscape features under NYCDPR jurisdiction that are adjacent to or enclosed by the construction area, including hardscape, landscape, shrubs, and trees. Any areas and features disturbed or damaged during construction activity are the responsibility of the Contractor to restore and repair.

7. Many NYCDPR properties are indicated on the publicly accessible online mapping resource of the New York City Department of Information Technology and Telecommunications (DOITT) at http://maps.nyc.gov/doitt/nycitymap/. However, the map is not exhaustive, and Contractors should confirm Parks properties in the vicinity of their work with NYCDPR.

8. The contractor must take necessary precautions to prevent interference with or damage to utilities or other facilities during construction. The cost of all work connected with maintaining and protecting utilities affected by the work be borne by the Contractor and the cost will be deemed included in the price bid for the various items in the contract.

9. In the event the Contractor damages an existing utility or interrupts utility service, the Contractor will immediately notify its owner and the Engineer and must commence repair/replacement work as instructed by the Engineer.

10. In the event the Contractor causes an interruption in utility service, the Contractor will immediately arrange for service to be restored and may not cease the repair work until service is restored. The Contractor will not continue work until the service is restored, unless otherwise directed by the Engineer. All corrective utility work will be acceptable to the engineer and the subject utility owner.

11. If any utility service or connection of unknown ownership is encountered during construction which appears to enter or serve Parkland, Contractor must contact Parks at interagency@parks.nyc.gov to inquire if Parks is the owner of such utility.

N. START OF CONTRACT WORK. The Contractor is notified that a Notice To Proceed (NTP) date will be issued for work to commence within 21 to 30 Days of Contract Registration.

O. VIBRATORY ROLLERS. For Federal Highway Administration (FHWA) project the use of vibratory rollers is prohibited within the project limits.

***[ ARTICLE "P" IS ONLY APPLICABLE WHEN WORKING NEAR OR AT MTA FACILITIES]***

P. N.Y.C. TRANSIT INSURANCE. The Contractor (Permittee) must 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

1. The Permittee at its sole cost and expense will carry or cause to carried and will maintain at all times during the period of performance under this Agreement policies of insurance as herein 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 will 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 will 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 will 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, will be voided, where necessary; and,
- Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04 version or equivalent) approved the Permitter 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) Business Automobile Liability Insurance Policy - (I.S.O. Form CA 00 01 10 01 or equivalent) approved by the Permitter is required if Permitee'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 will be required as specified in Schedule A.

(e) Environmental/Pollution Exposures In the event environmental or pollution exposures exist, the Permittee will require the environmental contractor or sub-contactor to provide the applicable insurance covering such exposure. The limits and type of insurance provided will 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 will 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 will deliver evidence of such policies.

(b) Except for Workers Compensation, all references to forms and coverages referred to above will 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 must furnish evidence of all policies before any work is started to the Permittor using the following link

https://us.marketplace.asite.com/marketplace/main/detail/28/1/1/5512158/forms

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 will 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 will 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 will 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 will 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 will not exceed $100,000, unless such increased deductible or retention is approved by Permittor/MTA. The Permittee will be responsible for all claim expense and loss payments within the deductible or self-insured 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 will 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 issuance of the Original Policy. The Original Policy must be submitted to MTA RIM within 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 physical copy 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 will 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 will 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.

Q. STANDARD WORKING HOURS: In absence of OCMC Traffic Stipulations, standard working hours are 7:00 A.M. and 6:00 P.M., Monday through Friday. Work performed outside the standard working hours must be pre-approved by DDC.

R. TREE BARRIERS. The Contractor will furnish, install, maintain and subsequently remove temporary Protective Tree Barriers. Protective Tree Barriers will be Type B, unless otherwise directed by the Engineer, and will be constructed and installed as shown on the Protective Tree Barrier sketch in Department Of Transportation, Standard Highway Details Of Construction, Drawing No. H-1046A, as directed by the Engineer, and in accordance with Department of Parks and Recreation requirements.

Price of the tree barriers must be included in the in the unit prices bid for all scheduled items.

S. UTILITIES. All utility locations and invert elevations are not guaranteed, nor is there any guarantee that all existing utilities, whether functional or abandoned within the project area are shown.

T. HOUSE CONNECTIONS. All existing house connections will be maintained and supported during construction. The Contractor will replace any existing house connection damaged as a result of the Contractor's construction operations as ordered by the Engineer at no cost to the City.

U. VICTAULIC STYLE 77 COUPLING. 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, will be replaced with Bolted Split-Sleeve Restrained Coupling.

V. STREET LIGHT AND TRAFFIC SIGNAL. The Contractor is responsible for any damage to the existing street lighting and traffic signal equipment, including underground conduits and the safety of both pedestrian and vehicular traffic for the duration of the contract.

Should any conduits, cables or foundations need repair due to the Contractor's negligent operations during construction, all work will be performed according to NYCDOT Bureau of Traffic's Standard Drawings and Specifications and City of New York DOT System Engineering Specifications (dated November 2013) at the sole expense of the Contractor.

It is the Contractor's responsibility to secure an approved electrical contractor to perform all traffic signal work (if any). For list of approved electrical contractors, contact Mr. Michael R. LeFosse of New York City Department of Transportation at (212) 839-3799.

W. SAW CUT. The Contractor is advised that where the existing roadway pavement is designated to be replaced from curb to curb, then no full depth saw cutting of pavement for sewer and water main trenches will be required, except at the limits of full width pavement restoration. No separate or additional payment will be made for any saw cutting.

X. PRE-CONSTRUCTION STAGE. The Contractor is advised that the Base Contract Duration (consecutive calendar days "ccds") must also include pre-construction stage from the Notice To Proceed date. During this stage the Contractor is required to submit the necessary shop drawings, obtain all permits and submit the health and safety plan for review and approval. The Engineer's field office will also need to be established during this pre-construction stage period. Failure to comply with the pre-construction stage requirements may result in assessing liquidated damages to the Contractor for everyday beyond the pre-construction stage duration. The liquidated damage will be of equivalent value as identified in the Schedule A for work beyond the construction completion date.

Y. EXISTING SEWERS, WATER AND APPURTENANCE. The Contractor is notified that at some locations there may exists sewers, manholes, water mains, etc., which are to remain undisturbed and are in close proximity to the line of the proposed work. The Contractor exercise extreme care, minimize the trench width of the proposed sewers and take all necessary precautions in placing sheeting and during excavation of the trenches to prevent any damage to the existing structures, pavement, curbs, and sidewalks that are to remain while working adjacent to them. The Contractor maybe restricted to use wood sheeting at certain critical locations as directed by the Engineer. Should any damage occur to any portion of the existing structures that are to remain due to the Contractor's operations, the Contractor will make all repairs to the existing structures to the satisfaction of and as directed by the Engineer. The cost of such repair will be borne by the Contractor, at no cost to the City. Additional cost to use wood sheeting specifically to ensure integrity of existing sewer structures will be deemed included in all bid items for work.

Z. RECONNECTING EXISTING SEWERS TO NEW MANHOLES. If there are locations on the contract plans, where the Contractor is required to reconnect all existing sewers to the proposed manholes in this contract. The said manholes will be fabricated to provide openings for the existing sewers at the specified invert elevations as shown on the contract drawings. The cost of reconnecting existing sewer pipes to new manholes, including concrete collar with steel reinforcements and/or grouting around the existing sewer pipes at the openings and all work necessary to complete the pipe reconnection, to the satisfaction of the Resident Engineer will be deemed included in the prices bid for all items of work. No additional payment will be made.

***[ARTICLE "AA" IS ONLY APPLICABLE IF ITEMS FOR VIBRATION MONITORING ITEM NO. 76.31 IS IN THE BID SCHEDULE]***

AA. VIBRATION MONITORING. In case of structures requiring vibration monitoring, the Contractor, in addition to Continuous Real Time Monitoring for Vibrations as determined in the Construction Report must provide Continuous Real Time Monitoring for Vibrations of existing buildings/structures adjacent to or in the proximity of different types of construction activities being conducted including, but not limited to, installation of sheeting for construction of proposed water and sewer mains, installation of sheeting for excavation of jacking/receiving pits, direct jacking of sewers, piling work or as directed by the Engineer.

AB. CITY ASSETS. The Contractor is advised that any City owned light poles, traffic signals, street name signs, traffic signs and encumbrances including, but not limited to, underground conduit displaced as the result of the installation of the new sewers, water mains, catch basins, catch basin connections and appurtenances will be replaced in kind and as directed by the Engineer. The cost of such work will be deemed included in the prices bid for all items of work under this contract.

***[ ARTICLE "AC" IS ONLY APPLICABLE FOR WATERMAIN 24-INCHES AND HIGHER ]***

AC. "AS-BUILT" DRAWINGS FOR WATER MAINS AND APPURTENANCES 24-INCHES (600-MM.) AND LARGER: Upon the completion of the work for each Capital Project and as a condition precedent to obtaining the certificate for substantial completion for each Capital Project under Article 44 of the Contract, the Contractor will furnish "As-Built" drawings for water mains and appurtenances 24-inches and larger to the City. The Contractor will prepare and submit the "As-Built" record drawings to the Engineer for approval. Approved "As-Built" drawings will be delivered to the Department of Design and Construction, 30-30 Thomson Avenue, Long Island City, New York, 11101-3045. The following guideline is provided for the preparation of "As-Built" record drawings:

1. The Contractor will prepare the "As-Built" drawings on AutoCAD and will provide to the City two (2) sets of Mylar and AutoCAD files on a CD. The drawings on CD's and the plotted Mylar's will conform

to the standard size of 22“ x 36” (559-mm. x 914-mm.) using a 1”=30’ (1:360) horizontal and 1”=10’ (1:120) vertical scale. The Mylar will be 3-mil in thickness.

2. The “As-Built” drawings will include but not be limited to the following guidelines summarized below:

(a) Drawings will consist of the same legend and layout of title boxes shown on the contract drawings.

(b) Each plotted Mylar drawing will contain the signature and stamp of the Contractor’s NYS Professional Engineer/Registered Architect.

(c) The drawings will include:

- street name and crossing street(s) or distance from;
- north arrow;
- property lines and widths;
- legal and existing street widths, street alignment and grades;
- “new” curb lines and widths;
- water main center line measured off the “new” curb line;
- horizontal stationing for all valves, hydrants, outlets, blow-offs, house service connections, etc., measured on a horizontal line as established by the Borough Office Bureau of Topographic;
- alignment and appurtenance location stationing, and deflection angles;
- cover and elevations (Datum used will be that of the Borough where work is located);
- location of pipe joints;
- profile of all piping;
- complete details of all outlet piping roundabouts;
- complete details of all blow-off connections to the sewer;
- complete details of all air cocks;
- location of taps and access manholes;
- location of all cathodic protection stations;
- Venturi sensing lines plans and profiles;
- all appropriate notes.

3. The cost of preparing and submitting “As-Built” approved drawings will be deemed included in the prices bid for all scheduled bid items in the contract. No separate or additional payment will be made for this work.

AD. SIDEWALK PEDESTRIAN RAMPS STANDARD DRAWING. The Contractor is advised that NYCDOT Standard Drawing number H-1011 dated 7/1/10, SIDEWALK PEDESTRIAN RAMPS, is no longer to be used for the purpose of determining geometry, dimensions, and tolerances for the construction of sidewalk ramps. NYSDOT Standard Sheet 608-01 (Pedestrian

Facilities) must be used for determining geometry, dimensions, and tolerances for the construction of sidewalk ramps, except that Type 8 must not be used. All requirements of the NYCDOT Standard Highway Specifications will still apply; this does not mandate or allow the use of any NYSDOT Standard Specifications as an alternate unless specifically called for in the contract documents.

NYSDOT Standard Sheet 608-01 is available at the following link:
https://www.dot.ny.gov/main/business-center/engineering/cadd-info/drawings/standard-sheets-us

AE. NO ADDITIONAL PAYMENT. The Contractor is advised that any fences, guardrails, boulders, asphalt walkway of the park, fixtures, other encumbrances removed within project limits during construction will be replaced in kind to the satisfaction of the Engineer. The cost of such work will be deemed included in the prices bid for all contract items of work and no additional or separate payment will be made.

AF. SHEETING AND EXCAVATION AT TRANSIT FACILITIES. In case of transit facilities like MTA, LIRR, METRO NORTH etc., the Contractor will exercise extreme caution and take all necessary precautions in placing sheeting and excavation to prevent any damage to the existing underground or overhead structures and its appurtenances during construction work throughout the project area. The Contractor must take full responsibility to protect the said structures and its appurtenances and any damage caused by the Contractor's operations must be made good by the Contractor to the satisfaction of the Engineer at no additional cost to the City.

The Contractor must submit shop drawings to the Transit facilities showing all the details and methods of construction, such as, sheeting and bracing, including the Contractor's procedure and sequence of construction, supporting and/or protection of the existing structures and its appurtenances, with necessary design calculations for approval prior to starting of the construction. The design will be made by a New York State Licensed Professional Engineer skilled in this type of construction and as further evidenced by the imprint of Professional Engineer's seal and signature on all drawings. The cost of this work will be deemed included in the price bid for all items of work under this contract.

***[ ARTICLE "AG" IS ONLY APPLICABLE IF PAVEMENT MARKING ITEMS LIKE ITEM NUMBERS 6.44, 6.44CST, 6.49 ETC., ARE IN THE BID SCHEDULE]***

AG. PAYMENT FOR PAVEMENT MARKINGS Pavement Markings such as those detailed in the Pavement Markings Conversion Table attached herein and shown on the Typical Pavement Markings word messages attached herein Attachment 1 and Attachment 2, will be payable in quantities of LF (Linear Feet).

***[ ARTICLE "AH" IS ONLY APPLICABLE IF ITEMS ITEM NO. HW-908 FOR ARCHAEOLOGICAL DISCOVERIES IS IN THE BID SCHEDULE]***

AH. ARCHAEOLOGICAL DISCOVERIES. The Contractor is notified that if requested by the Resident Engineer and the City, the Contractor will be required retain the services of an Archaeologist (the "City's Archaeologist") for this project.

The City's Archaeologist will be notified in advance and will be present on site during sub-surface excavations as deemed necessary. The City's Archaeologist will be authorized to halt construction at any time in order to record and/or recover any archaeological resources encountered during excavations, and to stabilize in place any human remains encountered.

For the purpose of evaluating and recording archaeological resources, the City's Archaeologist will be allowed to enter trenches provided all standard safety requirements are met. It is understood that some construction down time may be necessary.

In the event that human remains, and/or other significant archaeological deposits are encountered during construction or archaeological investigations, Landmarks Preservation Commission (LPC) will be notified as directed by the City's Archaeologist and the State Historic Preservation Office (SHPO) requires that the following protocol is implemented:

1. At all times human remains must be treated with the utmost dignity and respect. Should human remains be encountered work in the general area of the discovery will stop immediately and the location will be immediately secured and protected from damage and disturbance.

2. Human remains or associated artifacts will be left in place and not disturbed. No skeletal remains or materials associated with the remains will be collected or removed until appropriate consultation has taken place and a plan of action has been developed.

3. The County coroner and local law enforcement as well as the SHPO and the involved agency will be notified immediately. The coroner and local law enforcement will make the official ruling on the nature of the remains, being either forensic or archeological. If the remains are archeological in nature, a bio-archaeologist will confirm the identification as human.

4. If human remains are determined to be Native American, the remains will be left in place and protected from further disturbance until a plan for their protection or removal can be generated. The involved agency will consult SHPO and appropriate Native American groups to determine a plan of action that is consistent with the Native American Graves Protection and Repatriation Act (NAGPRA) guidance.

5. If human remains are determined to be Euro-American, African- American, etc., the remains will be left in place and protected from further disturbance until a plan for their avoidance or removal can be generated. Consultation with the SHPO and other appropriate parties will be required to determine a plan of action.

Should extra work be ordered by the Resident Engineer as a result of any archaeological discoveries, it will be paid for from the Fixed Sum included in, and in accordance with Item HW-908 Allowance for Extra Work Due To Archaeological Discoveries.

AI. USE OF CITY WATER. Please refer to page 15 of NYCDOT STANDARD SPECIFICATIONS (August 1, 2015), VOLUME I OF II under GENERAL CONDITIONS, Sub Section 1.06.23: Rules, Laws, and Requirements; (A) PERMITS.

AJ. PUBLIC DISSEMINATION OF INFORMATION. The Contractor agrees to hold confidential, both during and after the completion or termination of this Contract, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Contract. The Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential

information. The Contractor agrees that such reports, information, or data will not be made available to any person or entity without the prior written approval of the Commissioner. The obligation under this Section to hold reports, information or data confidential will not apply where the Contractor is legally required to disclose such reports, information or data by virtue of a subpoena, court order or otherwise ("disclosure demand"), provided that the Contractor complies with the following: (1) the Contractor will provide advance notice to the Commissioner, in writing or by e-mail, that it received a disclosure demand for such reports, information or data and (2) if requested by the Commissioner, the Contractor will not disclose such reports, information or data until the City has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such reports, information, or data. The previous sentence will not apply if the Contractor is prohibited by law from disclosing to the City the disclosure demand for such reports, information or data.

The Contractor will restrict access to confidential information to persons who have a legitimate work-related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Contract.

The Contractor, and its officers, employees, and agents will notify the Commissioner, at any time either during or after completion or termination of this Contract, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Contract at least twenty-four (24) hours prior to any statement to the press or at least five (5) business days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Section.

At the request of the Commissioner, the Contractor will return to the Commissioner any and all confidential information in the possession of the Contractor or its subcontractors. If the Contractor or its subcontractors are legally required to retain any confidential information, the Contractor will notify the Commissioner in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. The Contractor will confer with the Commissioner, in good faith, regarding any issues that arise from the Contractor retaining such confidential information. If the Commissioner does not request such information, or the Law does not require otherwise, such information will be maintained in accordance with the requirements set forth in the Contract Documents.

AK. PRICES TO INCLUDE. No direct payment will be made for costs incurred in complying with the foregoing Special Provisions, unless otherwise provided. Said costs will be deemed to have been included in the prices bid for all the scheduled contract items.

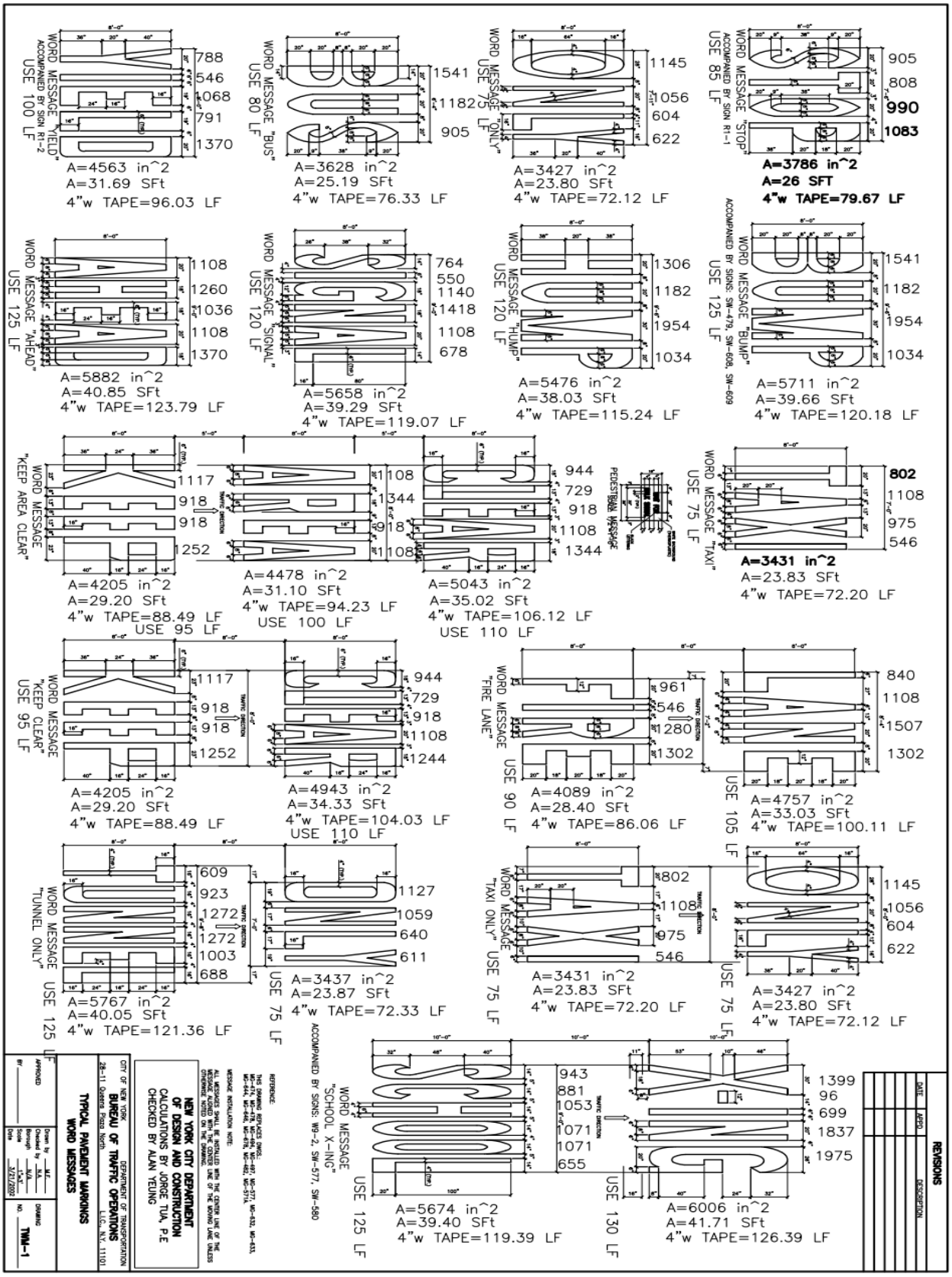
# Attachment 1: Pavement Markings Conversion Table

| Symbol | Area ($in^2$) | Area ($Feet^2$) | 4" w Tape (LF) | Use (LF) |
|---|---|---|---|---|
| STOP | 3786 | 26.29 | 79.67 | 85 |
| BUMP | 5711 | 39.66 | 120.18 | 125 |
| TAXI | 3431 | 23.83 | 72.2 | 75 |
| ONLY | 3427 | 23.8 | 72.12 | 75 |
| HUMP | 5476 | 38.06 | 115.24 | 120 |
| BUS | 3628 | 25.19 | 76.33 | 80 |
| SIGNAL | 5658 | 39.29 | 119.07 | 125 |
| YIELD | 4563 | 31.69 | 96.03 | 100 |
| AHEAD | 5882 | 40.85 | 123.79 | 125 |
| TAXI ONLY | 6858 | 47.63 | 144.32 | 150 |
| TAXI | 3431 | 23.83 | 72.2 | 75 |
| ONLY | 3427 | 23.8 | 72.12 | 75 |
| SCHOOL X-ING | 11680 | 81.11 | 245.79 | 255 |
| SCHOOL | 5674 | 39.4 | 119.4 | 125 |
| X-ING | 6006 | 41.71 | 126.39 | 130 |
| FINE LANE | 8846 | 61.43 | 186.17 | 195 |
| FIRE | 4089 | 28.4 | 86.06 | 90 |
| LANE | 4757 | 33.03 | 100.11 | 105 |
| KEEP AREA CLEAR | 13726 | 95.32 | 288.84 | 305 |
| KEEP | 4205 | 29.2 | 88.49 | 95 |
| AREA | 4478 | 31.1 | 94.23 | 100 |
| CLEAR | 5043 | 35.02 | 106.12 | 110 |
| TUNNEL ONLY | 9204 | 63.92 | 193.69 | 200 |
| TUNNEL | 5767 | 40.05 | 121.36 | 125 |
| ONLY | 3437 | 23.87 | 72.33 | 75 |

| *Symbol* | *Area ($in^2$)* | *Area ($Feet^2$)* | *4" w Tape (LF)* | *Use (LF)* |
|---|---|---|---|---|
| KEEP CLEAR | 9248 | 64.22 | 194.61 | 205 |
| KEEP | 4205 | 29.2 | 88.49 | 95 |
| CLEAR | 5043 | 35.02 | 106.12 | 110 |
| BICYCLE TRAIL | 741 | 5.15 | 15.59 | 20 |
| BICYCLE LANE | 494 | 3.43 | 10.4 | 15 |
| BIKE LANE ARROW | 328 | 2.28 | 6.9 | 10 |
| HOV LANE DIAMOND | 1403 | 9.74 | 29.52 | 35 |
| SKATER SYMBOL | 539 | 3.74 | 11.34 | 15 |
| PEDESTRIAN SYMBOL | 980 | 6.81 | 20.62 | 25 |
| *YIELD AHEAD TRIANGLE* | | | | |
| 45 MPH or GREATER | 1315 | 9.13 | 27.67 | 30 |
| LESS THAN 45 MPH | 932 | 6.47 | 19.61 | 25 |
| *YIELD LINE LAYOUT* | | | | |
| LARGE (4) | 432 | 3 | 9.1 | 40 |
| SMALL (6) | 108 | 0.75 | 2.27 | 18 |
| STRAIGHT ONLY | 1772 | 12.31 | 37.29 | 40 |
| LEFT ONLY | 2224 | 15.44 | 46.8 | 50 |
| RIGHT ONLY | 2224 | 15.44 | 46.8 | 50 |
| STRAIGHT AND LEFT ONLY | 4117 | 28.59 | 86.64 | 90 |
| STRAIGHT AND RIGHT ONLY | 4117 | 28.59 | 86.64 | 90 |
| WRONG-WAY ARROW | 4121 | 28.62 | 86.72 | 90 |
| SPECIAL PAVEMENT ARROW | 1837 | 12.76 | 38.66 | 40 |

| *Symbol* | *Area ($in^2$)* | *Area ($Feet^2$)* | *4" w Tape (LF)* | *Use (LF)* |
|---|---|---|---|---|
| ELONGATED HIGHWAY ARROWS | | | | |
| STRAIGHT AND LEFT ONLY | 4580 | 31.81 | 96.38 | 100 |
| STRAIGHT AND RIGHT ONLY | 4580 | 31.81 | 96.38 | 100 |
| STRAIGHT ONLY | 1852 | 12.86 | 38.97 | 40 |
| LEFT AND RIGHT ONLY | 1783 | 12.38 | 37.52 | 40 |

# Attachment 2: Typical Pavement Markings



# OCMC TRAFFIC STIPULATION

# (B) HIGHWAY PROJECT SPECIFIC PROVISIONS

NEW YORK CITY DOT Department of Transportation

Henry B. Gutman, Commissioner

**OCMC TRAFFIC STIPULATIONS** **July 21, 2021**

**OCMC FILE NO:** QEC 21-283
**CONTRACT NO:** SEQ002715
**PROJECT:** REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL

**LOCATION(S):** 81 STREET BETWEEN 19 AVENUE AND 21 AVENUE (BOROUGH OF QUEENS)

PERMISSION IS HEREBY GRANTED TO THE **NYC DEPARTMENT OF DESIGN AND CONSTRUCTION** AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE ABOVE LOCATION(S) FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE STIPULATIONS, AS NOTED BELOW:

## I. SPECIAL STIPULATIONS

A. **EMBARGOES** – A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE **HOLIDAY EMBARGO** OR ANY OTHER SPECIAL EVENT EMBARGOES PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.

B. **BIKE LANES** – FOR ANY WORK IN OR AFFECTING A BIKE LANE, THE PERMITTEE MUST COMPLY WITH THE **NEW GUIDELINES FOR THE MANITENANCE & PROTECTION OF TRAFFIC PLAN FOR CYCLING**, WHICH ARE AVAILABLE AT:

**HTTPS://WWW1.NYC.GOV/HTML/DOT/DOWNLOADS/PDF/BIKE-MPT-GUIDELINES.PDF**

C. **BIKE SHARE STATIONS:** THE PERMITTEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT THE OPERATION OF EXISTING BIKE SHARE STATIONS WITHOUT FIRST CONTACTING NYC BIKE SHARE A123 ST 855-245-3311 FOR THEIR REQUIREMENTS PRIOR TO COMMENCING WORK.

D. **CITYBENCH:** THE PERMITTEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT AN EXISTING CITYBENCH WITHOUT FIRST CONTACTING NYC DOT AT 212-839-6569, OR VIA EMAIL AT CITYBENCH@DOT.NYC.GOV PRIOR TO COMMENCING WORK.

E. **PROTECTION OF NYC DEP GREEN INFRASTRUCTURE:** THE PERMITTEE SHALL TAKE PRECAUTION OF NYC DEP GREEN INFRASTRUCTURE IN THE RIGHT-OF-WAY. THE PERMITTEE MUST PROTECT NYC DEP GREEN INFRASTRUCTURE DOWNSTREAM OF THE WORK OR WITHIN FIVE (5) FEET OF THE WORK AREA. THE PERMITTEE MUST EMAIL NYC DEP AT SUSTAINABILITY@DEP.NYC.GOV FOR PROTECTION REQUIREMENTS PRIOR TO COMMENCING WORK. THE PERMITTEE IS RESPONSIBLE FOR RESTORATION OF DAMAGED NYC DEP INFRASTRUCTURE AS DIRECTED BY NYC DEP.

F. **BUS STOPS** – THE PERMITTEE SHALL PROVIDE WRITTEN NOTICE TO NYC DOT OCMC AND NEW YORK CITY TRANSIT (NYCT) A MINIMUM OF FIVE (5) WEEKS IN ADVANCE FOR LANE/STREET CLOSURES THAT AFFECT BUS ROUTES/BUS STOPS.

G. **STREET LIGHTS / TRAFFIC SIGNALS:** THE PERMITTEE SHALL NOT REMOVE OR RELOCATE EXISTING STREET LIGHTS OR TRAFFIC SIGNALS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT STREET LIGHTING / TRAFFIC SIGNALS UNIT.

H. **TRAFFIC CAMERAS, DETECTION/COMMUNICATION EQUIPMENT:** IF AT ANY TIME DURING THE APPROVED WORK, THE PERMITTEE ENCOUNTERS TRAFFIC SURVEILLANCE CAMERAS, DETECTION EQUIPMENT OR ANY TYPE OF COMMUNICATION EQUIPMENT (WIRELESS OR HARD-WIRED) ON ANY NYC DOT FACILITY, THAT IS NOT INCLUDED ON THE DESIGN/BUILD DRAWINGS, THE PERMITTEE SHALL IMMEDIATELY NOTIFY NYC DOT TRAFFIC MANAGEMENT BY PHONE AT 718-433-3390 OR 718-433-3340 AND VIA EMAIL AT TMC@DOT.NYC.GOV AND AWAIT DIRECTION PRIOR TO CONTINUING WORK.

I. **METERS** – THE PERMITTEE SHALL NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT PARKING METER DIVISION AT 718-894-8651.

J. **TEST PITS** – THE BELOW TRAFFIC STIPULATIONS DO NOT APPLY TO TEST PIT WORK RELATED TO THIS CONTRACT. WORK HOURS AND OTHER REQUIREMENTS FOR TEST PIT OPERATIONS MAY DIFFER FROM THE STIPULATIONS IDENTIFIED BELOW. THE PERMITTEE SHALL BE REQUIRED TO OBTAIN SEPARATE PERMITS RELATED TO TEST PITS.

K. **TEMPORARY PARKING REGULATIONS/PAVEMENT MARKINGS** – THE PERMITTEE IS REQUIRED TO INSTALL, MAINTAIN AND REMOVE ALL NECESSARY TEMPORARY PARKING AND REGULATORY SIGNS AND PAVEMENT MARKINGS, AND RESTORE THEIR ORIGINAL CONDITION PER NYC DOT STANDARDS, PRIOR TO EXPIRATION OF THEIR PERMITS. THE PERMITTEE OR AGENCY PERFORMING PUBLIC OUTREACH SHALL POST AND MAINTAIN ADVISORY SIGNS A MINIMUM OF 48 HOURS PRIOR TO CHANGING

**NYC Department of Transportation**
**Bureau of Permit Management and Construction Control**
55 Water Street – Concourse Level
New York, NY 10041
T: 212.839.9621 F: 718.391.3631
www.nyc.gov/dot

EXISTING PARKING REGULATION SIGNS TO APPROVED TEMPORARY CONSTRUCTION PARKING REGULATION SIGNS. THE ADVISORY SIGNS SHOULD BE POSTED ON ALL POLES AND DRIVE RAILS ON THE SEGMENT AFFECTED, INDICATING THE DATE OF THE CHANGE, THE NEW REGULATIONS AND A TELEPHONE NUMBER TO OBTAIN MORE INFORMATION.

L. **ACCESS TO ABUTTING PROPERTIES** – THE PERMITTEE SHALL COORDINATE ALL ACTIVITIES WITH ABUTTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES.

M. **AUTHORIZED PARKING** – PRIOR TO PERFORMING WORK WHICH IMPACTS AUTHORIZED PARKING, THE PERMITTEE SHALL SUBMIT IN WRITING, AND COPY OCMC-STREETS, A REQUEST TO OCCUPY SPACE CURRENTLY USED BY AUTHORIZED VEHICLES. APPROVAL MUST BE RECEIVED FROM AUTHORIZED PARKING PRIOR TO OCCUPYING THESE AREAS.

N. **NOTIFICATION** – THE PERMITTEE MUST AT LEAST TWO (2) WORKING DAYS BEFORE THE START OF CONSTRUCTION NOTIFY THE NYC FIRE DEPARTMENT, NYC POLICE DEPARTMENT, NYCEMS, LOCAL COMMUNITY BOARD, BOROUGH PRESIDENT'S OFFICE-CHIEF ENGINEER, NYCDOT OCMC OFFICE, AND ALL ABUTTING PROPERTY OWNERS.

O. **CONSTRUCTION INFORMATIONAL SIGNS** – THIS PROJECT REQUIRES A CONSTRUCTION PROJECT INFORMATIONAL SIGN (CPIS) IN ACCORDANCE WITH NYCDOT HIGHWAY RULE SECTION 2-02 (4) AND (5). CRITERIA AND A PROTOTYPE FOR THIS SIGN MAY BE FOUND ON THE NYCDOT WEBSITE AT:

HTTP://WWW.NYC.GOV/HTML/DOT/DOWNLOADS/PDF/DOT_CPIS_DIRECTIONS.PDF

## II. MAINTENANCE AND PROTECTION OF TRAFFIC

### 1. 19 AVENUE BETWEEN 80 STREET AND 81 STREET

1. Work 7am-6pm Monday to Friday and 8am-6pm Saturday. Do not impact traffic flow on the adjacent moving lanes before 9am or after 4pm Monday to Friday.
2. During and after work hours, maintain two minimum 11 foot lanes for traffic with one lane on each side of the double yellow center line.
3. Post signs meeting NYCDOT specifications for directing pedestrians to the opposite (south) sidewalk. Signs must be posted at work zones as well as both signalized intersections of the affected sidewalk. Maintain a 5 foot clear pedestrian path to the baseball fields on the north side of the street.
4. Must coordinate with LaGuardia Airport prior to mobilizing.
5. Must coordinate with NYCT Bus/MTA Bus Company re their bus route(s) prior to mobilizing.

### 2. 81 STREET BETWEEN 19 AVENUE AND 21 AVENUE

1. Work 7am-6pm Monday to Friday and 8am-6pm Saturday. Do not impact traffic flow on the adjacent moving lanes before 9am or after 4pm Monday to Friday.
2. During and after work hours, maintain two minimum 11 foot lanes for traffic with one lane on each side of the existing center median.
3. Post signs meeting NYCDOT specifications for directing pedestrians to the opposite (west) sidewalk. Signs must be posted at work zones as well as both signalized intersections of the affected sidewalk.
4. Must coordinate with LaGuardia Airport prior to mobilizing.
5. Must coordinate with NYCT Bus/MTA Bus Company re their bus route(s) prior to mobilizing.

### 3. 19 AVENUE AND 81 STREET

1. Work 9am-4pm Monday to Friday and 8am-6pm Saturday.
2. On 19 Avenue maintain two minimum 11 foot lanes for traffic on each side of the double yellow center line. On 81 Avenue maintain two minimum 11 foot lanes for traffic with one lane on each side of the existing center median.

## III. GENERAL NOTES

A. **THIS IS NOT A PERMIT.** THIS STIPULATION SHEET MUST BE SUBMITTED WITH ALL REQUESTS FOR PERMITS PERTAINING TO THE ABOVE CONTRACT AND PRESENT AT THE WORK SITE ALONG WITH ALL ACTIVE CONSTRUCTION PERMITS WHEN THE APPROVED WORK IS BEING PERFORMED.

B. THE PERMITTEE MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.

C. THE PERMITTEE SHALL COMPLY WITH ALL REQUIREMENTS OF THE NYCDOT SPECIAL EVENTS UNIT AS IDENTIFIED BELOW:

**1. STREET FAIRS / FESTIVALS**

- ALL EXCAVATIONS MUST BE PLATED WITH SKID RESISTANT PLATES.
- PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT.
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

**2. RUNNING / WALKING / BIKING EVENTS**

- ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

**3. PARADES**

- ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
- FORMATION AND DISPERSAL AREA PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT (PLATES MUST BE SKID RESISTANT).
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

**4. MAYORAL EVENTS**

- ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

D. ALL RELOCATION WORK BY THE UTILITIES SUCH AS; CON EDISON, TELEPHONE, GAS AND CABLE COMPANIES SHALL PRECEDE THE CONTRACTORS' START OF WORK ON ALL AFFECTED ROADWAYS IN THE IMPACTED CONTRACT AREA.

E. THE CONTRACTOR IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE CONTRACTOR MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS.

F. THE PERMITTEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY-OWNED OR PRIVATELY OWNED, NON-PAVED, LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, **WRITTEN** APPROVAL FROM THE NYCDOT OCMC-HIGHWAYS IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR PUBLIC PARK, **WRITTEN** APPROVAL FROM THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION OR NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF ANY OTHER JURISDICTION SUCH AS PRIVATE PROPERTY, STATE, FEDERAL ETC., IT IS THE PERMITTEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.

G. THE PERMITTEE SHALL ADHERE TO THE NYCDOT BUREAU OF BRIDGES' SPECIAL PROVISIONS FOR LANDSCAPE PROTECTION, MAINTENANCE AND RESTORATION, ITEMS 1.18.15 THROUGH 1.18.19, WHENEVER AND WHEREVER ANY OF THE PERMITTEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT - OF - WAY.

H. NO DEVIATION OR DEPARTURE FROM THESE STIPULATIONS WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE OCMC-STREETS. REQUEST FOR SUCH MODIFICATIONS SHALL BE SUBMITTED TO THE OFFICE OF THE OCMC-STREETS, NEW YORK CITY DEPARTMENT OF TRANSPORTATION, A MINIMUM OF TWENTY (20) DAYS IN ADVANCE FOR CONSIDERATION.

I. FOR ANY CONSTRUCTION ACTIVITY RESULTING IN THE FULL CLOSURE OF A ROADWAY FOR MORE THAN 180 CONSECUTIVE CALENDAR DAYS, THE CONTRACTOR MUST PRODUCE AND SUBMIT A COMMUNITY REASSESSMENT, IMPACT AND AMELIORATION (CRIA) STATEMENT TO NYCDOT PLANNING AND OBTAIN THEIR APPROVAL BEFORE APPLYING FOR PERMITS, IN COMPLIANCE WITH THE PROVISIONS OF **LOCAL LAW 24 STREET CLOSURE LAW.**

J. FOR THIS PROJECT THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL NECESSARY ADVANCE WARNING AND DETOUR SIGNS, TEMPORARY CONTROL DEVICES, BARRICADES, LIGHTS AND FLASHING ARROW BOARDS IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," THE TYPICAL SCHEMES INCLUDED IN THIS SPECIFICATION; AND AS ORDERED BY THE ENGINEER-IN-CHARGE AND THE OCMC-STREETS.

K. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING HIS CONSTRUCTION SIGNAGE. THE IDENTIFICATION SHALL INCLUDE THE CONTRACTOR'S NAME, SPONSORING AGENCY NAME AND THE CONTRACT NUMBER. THE IDENTIFICATION SHALL BE PLACED ON THE BACK OF THE SIGN. THE LETTERING SHALL BE THREE (3) INCHES HIGH.

L. THE OCMC-STREETS RESERVES THE RIGHT TO VOID OR MODIFY THESE STIPULATIONS SHOULD CONSTRUCTION FAIL TO COMMENCE WITHIN TWO (2) YEARS OF THE SIGNED DATE OF THESE STIPULATIONS.

**GARY SMALLS**
DIRECTOR
OCMC-STREETS

**STEPHEN PINKUS**
PROJECT MANAGER
OCMC-STREETS

## C) SEWER & WATER MAIN PROJECT SPECIFIC PROVISIONS

1- No interference to BUCKEYE facility is anticipated. The proposed location of work as shown on the contract drawings doesn't call for any crossing over the Buckeye pipeline. However, In case the means and method of the contractor proposes bypass by crossing the Buckeye pipeline, then its the responsibility of the contractor to follow and implement the the Right-of- Way Use Restrictions Specification, Revision 6 herein, see Annexure A at no cost to the City. Any additional work and the cost incurred due to the means and methods of the contractor, will be the sole responsibility of the contractor.

2- The Port Authority of NYC & NJ has approved Minor Works Application for the works to be done under this project at LaGuardia Airport see Annexure B herein.

3- Contractor will have to complete MWA CK-02 for the work to be done see Annexure C herein.

4- Contractor will submit MWA Ph 3.03 once all work is completed in order to close the application see Annexure D herein.

# ANNEXURE A

BUCKEYE PARTNERS, L.P. AND AFFILIATES
Five TEK Park, 9999 Hamilton Boulevard
Breinigsville, PA 18031

# Right-of-Way Use Restrictions Specification
Revision 6

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**Buckeye Partners, L.P. and Affiliates**
**Right-of-Way Use Restrictions Specification**
**Revision 6**

## Purpose and Scope

This Right-of-Way Use Restrictions Specification (hereinafter called "Specification") has been developed by Buckeye Partners, L.P. and Affiliates (hereinafter called "Buckeye") and is intended for landowners, utility owners, general contractors and their sub-contractors, pipeline/utility contractors, real estate developers, brokers and agents, lending officers and title underwriters, engineers, architects, surveyors, and local / governmental elected staffs (hereinafter called "Crossing Party") as a guideline for the design and construction of proposed land development.

Buckeye appreciates this opportunity to work with you in the planning stages of your development (or construction activity), and we look forward to working with you proactively. Buckeye's primary concern when activities are taking place near our pipeline is public safety and environmental protection. The intent of this Specification is to provide a clear and consistent set of requirements that will: (1) reduce the risk of damage to our pipeline and related facilities; (2) ensure unencumbered access to our right-of-way and pipeline facilities and the availability of adequate workspace for routine maintenance, future inspection, and/or repair work on our pipeline; and (3) enable the effective corrosion protection of our pipeline.

All such activities and projects that are performed near Buckeye's pipeline facilities are subject to formal review by Buckeye prior to issuance of final written approval. Depending on the scope of the project and its impact on Buckeye's pipeline facilities, additional engineering requirements and protective measures may apply. Furthermore, any damage caused by the encroaching party to Buckeye's pipeline(s), the pipeline cathodic protection system, or other Buckeye assets is the sole responsibility of the encroaching party. Buckeye will pursue reimbursement for all costs associated with the event including, but not limited to, excavation services, inspection services, pipeline repairs, and loss of operations.

The following requirements are not only the policy of Buckeye, but comply with regulations set forth by the United States Department of Transportation, Safety Regulations, 49 CFR, Parts 192 and 195.

We want to be a good neighbor, but to do so requires us to act responsibly in protecting our right-of-way and preventing damage to the pipeline system. While we want to make every effort to accommodate your desired use of your property, our responsibility for public safety is paramount. Through proper planning and communications, we can ensure the safety and integrity of our pipeline system and the welfare of our neighbors.

**The transmittal of this Specification does not constitute Buckeye's approval or permission for the Crossing Party to begin construction or work within or across the pipeline right-of-way. Work may not commence until written authorization approving such work has been issued by Buckeye.**

## 1.0 General Guidelines

1.1 The safety of the pipeline must be considered at all times. No attempt to probe for or engage in any construction activities which might damage the pipeline is permitted.

1.2 Before any preliminary field work or construction begins in the vicinity of Buckeye's pipeline, a determination of the exact location and elevation of the pipeline must be made. To coordinate this procedure, please contact our local Field Operations Manager at the Buckeye facility nearest to your proposed project (see Attachment 1 for a listing of Buckeye's facilities and telephone numbers). Buckeye makes no assurance that its permanent pipeline markers are positioned directly over its pipeline(s). Line markers should be placed at intervals determined by "line of sight". The relocation, removal, or destruction of Buckeye's pipeline markers are prohibited by federal law. Pipeline markers damaged or made unusable shall be repaired or replaced at the Encroaching Party's expense.

1.3 All proposed drawings/plans must be submitted to Buckeye's Right of Way Department for review to determine to what extent, if any, the pipeline or right-of-way will be affected by the proposed construction and/or development. These drawings/plans must be prepared in strict compliance to Attachment 4, "Requirements for Submission of Design Plans".

1.4 Buckeye may require the property owner to provide proof of current ownership of the land where the proposed encroachment is to occur. Such proof may be in the form of a Title Commitment, Title Policy, or a certified copy of a recorded Conveyance Deed.

1.5 When any construction activity is conducted in or around our pipeline right-of-way, Buckeye's On-Site Inspector must be present at all times. **NO WORK SHALL TAKE PLACE WITHOUT A BUCKEYE ON-SITE INSPECTOR PRESENT**. For this free-of-charge service, contact our local Field Operations Manager at the Buckeye facility nearest to your proposed project.

1.6 The Crossing Party shall contact Buckeye for re-marking of a pipeline if the existing markers are inadequate for any reason, including disturbance due to construction activities.

Note: Federal law prohibits the removal of pipeline markers.

1.7 The Crossing Party shall not burn trash, brush, or other items or substances within 50 feet of the pipeline.

1.8 The Crossing Party shall not store any equipment or materials on the right-of-way. Full access must be maintained to the pipeline(s) at all times. The stockpiling of items including soil, or topsoil over the pipeline(s) is not permitted.

1.9 During routine or emergency maintenance on the pipeline, the cost to restore approved surface improvements (e.g., pavement, landscaping, sidewalks, etc.) shall be the responsibility of the Crossing Party.

1.10 Depending on the type and nature of the encroachment, Buckeye may require the pipeline(s) within the proposed encroachment to be exposed, visually inspected, and backfilled by a Buckeye representative at the full expense of the Crossing Party. Buckeye will evaluate the pipeline(s) cathodic protection system, including the coating type and condition, for suitability of service in relation to the proposed encroachment. Should Buckeye deem that the cathodic protection system and/or coating system is insufficient for any reason, Buckeye will repair or upgrade the system at the Crossing Party's expense to accommodate the proposed encroachment. Potential cathodic protection modifications can include, but are not limited to equipment such as rectifiers, anode systems, test stations, casing pipe, and coating.

## 2.0 Excavation and Construction Restrictions

2.1 Excavation operations shall be performed in accordance with appropriate State "One-Call" utility locating system requirements. As a matter of State law, anyone undertaking excavation work is required to call three (3) working days before excavating in MA, ME, MI, MO, NJ, PA, RI, SC, TN, and WI; two (2) working days in all other states (see Attachment 3 for State "One-Call" numbers).

811 Know what's **below.** **Call** before you dig.

2.2 The Crossing Party will conduct "white-lining" of any proposed excavation areas. Buckeye will erect temporary pipeline markers/flags (yellow) identifying the location of the pipeline within the work area, and will provide information on how to respond should the pipeline be damaged or a commodity release occur. All personnel operating equipment over or around the pipeline must be made aware of its location and what to do if they make contact with the pipeline.

Note: The Encroaching Party must utilize a qualified contractor of Buckeye's choice to locate and mark the existing Buckeye operated pipeline(s) using current industry practices and agrees to mark the location of the pipeline with buoys or by electronic location methods as approved by Buckeye for the duration of the construction activity in the vicinity of Buckeye's operated pipeline(s). If proposing dredging activities within 150-feet of Buckeye's pipeline(s), a dredging plan must be submitted to Buckeye for review and approval.

2.3 When a Crossing Party excavates near Buckeye's pipeline, a Buckeye representative must locate the pipeline and determine the depth of cover before the Crossing Party begins excavation. The Buckeye representative and the excavator must review and complete an Excavation Safety Checklist (Attachment 9). The Crossing Party shall not perform any excavation, crossing, backfilling, or construction operations until Buckeye's On-Site Inspector has reviewed the proposed work on site and given approval for work to proceed. Buckeye's On-Site Inspector shall have full authority to stop the work if it is determined that the work is being performed in an unsafe manner.

2.4 No equipment shall work directly over the pipeline. The Crossing Party shall install temporary fencing along Buckeye's right-of-way boundaries so that equipment will not inadvertently pass over the pipeline at locations other than those established for crossing (see Section 3.6).

2.5 When excavating within the right-of-way, the Crossing Party's backhoe shall have a plate welded over the teeth of the backhoe bucket, and the side cutters must be removed prior to excavation. However, if within 24 inches of the outer edge of the pipe (this "tolerance zone" extends on all sides of the pipe), only hand excavation, air cutting, and vacuum excavation are permitted.

2.6 No excavations shall be made on land adjacent to the pipeline that will in any way impair, withdraw lateral support, cause subsidence, create the accumulation of water, or cause damage to the pipeline or right-of-way.

2.7 The Crossing Party shall ensure all excavation work complies with OSHA's excavation standards outlined in 29 CFR 1926 and correct any noncompliant excavation site before Buckeye's On-Site Inspector or the Crossing Party enters the site to perform work.

2.8 If conditions require, the Crossing Party shall be directed by Buckeye to install sand or cement bags or other suitable insulating materials to maintain proper vertical clearance from the pipeline.

2.9 At any location where the pipeline is exposed, the Crossing Party shall provide Buckeye the opportunity to inspect the pipeline condition, install cathodic protection test leads, and/or install underground warning mesh.

2.10 The maximum unsupported exposed length of pipe shall be 20 feet for 4-inch-diameter pipe, 25 feet for 6-inch- to 10-inch-diameter pipe, and 35 feet for 12-inch- to 24-inch-diameter pipe. When required, the pipeline shall be supported with grout and sand bags or padded skids. At no time shall the pipeline be used as a brace to support equipment or sheeting/shoring materials.

Note: The Crossing Party shall submit a support plan for Buckeye's review and approval.

2.11 No buried pipeline may be left exposed for any duration of time without concurrence of Buckeye's On-Site Inspector.

2.12 Backfill and compaction shall be performed to the satisfaction and in the presence of Buckeye's On-Site Inspector. Within 5 feet of the pipeline crossing location, the Crossing Party shall place at least 12 inches of sand with no sharp gravel, rock, hard clods, vegetation, or other debris on all sides of any pipeline, and remaining backfill shall be placed so as not to disturb this padding material or damage the pipeline (see Attachment 7 for Foreign Utility Crossing Detail). Backfill over the pipe shall be compacted by hand until 18 inches of cover is achieved. The disturbed ground shall be compacted to the same degree of compaction of surrounding areas. The Crossing Party shall restore the site to its original condition except for items that are part of the Buckeye approved change.

## 3.0 Specific Guidelines

### 3.1 Cover, Grading, and Drainage

3.1.1 **Cover and Grading**:

a. The existing cover over the pipeline shall not be modified without Buckeye's written approval.
b. The final grading shall net a minimum cover of 36 inches over the pipeline.
c. In areas where buildings are proposed within 50 feet of the pipeline or due to other surface improvements and/or in areas determined by Buckeye, final grading shall net a minimum cover of 48 inches over the pipeline.
d. The maximum allowable constructed cross-slope within the ROW shall be 5H:1V and shall never be greater than the existing cross-slope.
e. The maximum allowable cover/soil shall not exceed six (6) feet without Buckeye's written approval.
f. Use of vibratory equipment larger than walk-behind units are not permitted within 25 feet of the pipeline.

3.1.2 **Drainage**:

a. Detention ponds, lakes, structures or any type of impoundment of water, temporary or permanent, are prohibited within the right-of-way.
b. Culverts are not permitted within the right-of-way.

c. Any modifications to an existing drainage pattern shall be designed such that the erosion of the pipeline cover is controlled.
d. For streams, drainage channels, and ditches, a minimum of cover of 60 inches is required between the pipeline and the bottom of the drainage canal or ditch (see Section 3.3.1.f for road drainage ditches).

3.2 Aboveground and Underground Structures

3.2.1 **General Requirements**:

a. Buildings or other structures, including, but without limitation, overhanging balconies, patios, decks, swimming pools, wells, walls, septic systems, propane tanks, transformer pads, manholes, valve boxes, storm drain inlets, utility poles, the storage of materials, or any other item which will create an obstruction or prevent the inspection of the right-of-way by air or foot, shall not be erected within the right-of-way.
b. The Crossing Party shall not develop or build retaining walls, drive piling or sheeting, or install an engineered structure that develops or controls overburden loads that will impact the pipeline (see Section 3.9).
c. Deep foundations which include piers, caissons, drilled shafts, bored piles, and cast-in-situ piles located within 500 feet of the pipeline shall be installed/drilled using an auger.
d. Occupied structures shall not be located within 50 feet of the pipeline unless a minimum cover of 48 inches is provided above the top of the pipeline.
e. Any deviation for aboveground and underground structures will be reviewed by Buckeye on a ***case-by-case basis***.

3.2.2 **Gardening and Landscaping**:

a. Trees, shrubs and bushes are not permitted within the right-of-way. Trees planted outside of the right-of-way should be placed so branches and limbs will not overhang the pipeline right-of-way as the tree matures. Buckeye may trim/remove overhanging branches and limbs that encroach into the right-of-way.
b. Flowerbeds, vegetable gardens and lawns, are permitted within the right-of-way. Buckeye is not responsible for replacing any plantings located within the right-of-way.

3.2.3 **Fences and Walls**:

a. Privacy fences or fences that prevent access to the right-of-way are not permitted.
b. All other fence installations within the right-of-way will be reviewed for approval by Buckeye on a ***case-by-case basis***. Upon Buckeye's written approval, fences shall be constructed with a 14-foot gate or removable sections across the right-of-way.
c. Fence posts shall not be installed within 5 feet of the pipeline and must be equidistant if crossing the pipeline.
d. No fence shall cross the right-of-way at less than a 60-degree angle.
e. Fences that run parallel to the pipeline shall be installed outside the right-of-way.
f. Masonry, brick, or stone walls are not permitted on the right-of-way.

3.3 Roads, Driveways, Sidewalks, and Parking Areas

3.3.1 **General Requirements**:

a. Roads, driveways, sidewalks, or parking areas are strictly prohibited. When extenuating circumstances arise, these items may be reviewed by Buckeye on a

case-by-case basis. Upon Buckeye's written approval, roads, driveways, and sidewalks shall cross perpendicular to the pipeline.

b. The maximum allowable cover shall not exceed six (6) feet without Buckeye's written approval.
c. Use of vibratory equipment larger than walk-behind units is not permitted within 25 feet of the pipeline.
d. Roads or driveways shall not be installed longitudinally within the right-of-way.
e. For roads and driveways, a minimum cover of 48 inches with a net cover of 36 inches of undisturbed soil is required above the pipeline.
f. A minimum cover of 36 inches over the pipeline is required at road drainage ditches. Upon Buckeye's approval, this cover can be reduced to 24 inches if ditch is rock/rip-rap lined and 12 inches if ditch is concrete lined.
g. For asphalt parking lots and sidewalks, a minimum cover of 36 inches with a net cover of 24 inches of undisturbed soil is required above the pipeline. Additional cover may be required by Buckeye based upon specific site conditions.
h. Stockpiling of materials on the right-of-way is not permitted. These materials include, but are not limited to soil, snow, stone, boulders, trees, brush, grass clippings, leaves, etc.

3.4 Foreign Utility Crossings

3.4.1 **General Requirements**:

a. Utilities shall cross perpendicular to the pipeline.
b. Utilities are required to cross beneath the pipeline with a minimum clearance of 24 inches. Exceptions to Buckeye's clearance requirements for underground service entrances to single family dwellings will be reviewed on a ***case-by-case basis***.
c. Sand or select fill shall be placed between the pipeline and utility (see Section 2.8).
d. Utilities installed parallel to the pipeline shall be reviewed by Buckeye on a ***case-by-case basis***. If approved, the utility shall be no closer than 15 feet from the pipeline.
e. Warning tape, in accordance with A.P.W.A. Uniform Color Code, shall be placed above utility, 12 inches below ground, for a distance of 25 feet on either side of crossing.
f. Signage shall be placed at crossing as determined appropriate by Buckeye.
g. Splice boxes, service risers, energized equipment, etc., are not permitted within the right-of-way.

h. Trenchless Excavations:

[1] Utilities installed by a trenchless excavation method (directional drilling, jacking, slick boring, etc.) shall be reviewed by Buckeye on a ***case-by-case basis***.
[2] Buckeye reserves the right to select the method of crossing for the proposed utility.
[3] A minimum clearance of 60 inches (5 feet) below the pipeline is required.
[4] For directional drilling operations, a tracking system is required to verify the exact location of the drill head.
[5] For perpendicular crossings, a 4 feet by 4 feet excavation window, 24 inches below the pipeline is required for visual inspection of the pipeline to ensure the drill (or bore) does not impact the pipeline.
[6] Blind boring is not permitted within Buckeye's right-of-way.
[7] When trenchless excavations are authorized by Buckeye parallel to and within 10 feet of an existing pipeline, observation holes shall be excavated at 25-foot intervals to monitor the progress and horizontal/vertical location of the drill head.

[8] Buckeye must be provided with an advance copy of the horizontal directional drill (HDD) plan for the trenchless excavation which specifies how the HDD will be tracked, monitored and controlled at least two weeks before work is to commence. The plan must detail preventative measures to prevent conflicts with Buckeye's existing facility. The plan must state the planned HDD bore diameters, rod lengths, ream diameters, method of guidance, method of drill head tracking, etc. Additionally, the plan needs to include procedures for continuous monitoring and reporting of the drill head location, and state the appropriate vertical and horizontal deviation tolerances for the HDD operations in accordance with API RP 1172 – "6 Final Design". The procedure must include reporting requirements and procedures to correct or shut down the HDD trajectory should the operation exceeds the established tolerances. Buckeye Operations must be notified immediately if tolerances are compromised and should be involved in the recommencement of operations after tolerances are exceeded.

3.4.2 **Metallic Utilities**:

a. Bonds and test leads shall be installed at the expense of and by the Crossing Party where Buckeye deems necessary.
b. Utilities shall be coated with a non-conductive coating for a distance of 50 feet on either side of the pipeline crossing.
c. Ductile water pipe shall include nitrile gaskets within 50 feet of the pipeline crossing or anywhere within 25 feet of horizontal offset locations.

3.4.3 **Non-Metallic Utilities**:

a. Utilities shall be wrapped with tracer wire within the width of the right-of-way.
b. Natural gas (or other industrial gases) lines shall be encased in a 6-inch envelope of yellow 3,000 psi concrete across the right-of-way for a minimum distance of 10 feet to each side of each BUCKEYE Pipeline(s) across the right-of-way.
c. PVC water pipe shall include nitrile gaskets within 50 feet of the pipeline crossing or anywhere within 25 feet of horizontal offset locations.

3.4.4 **Underwater Line Crossings:**

a. For underwater line location procedures, refer to section 2.2.
b. The Encroaching Party must provide qualified diving inspectors to Buckeye for use during the crossing activity at no cost to Buckeye.
c. The Encroaching Party must place sacks filled with sand and cement between Buckeye's pipeline(s) and the encroaching utility to provide and maintain the required minimum vertical clearance between the two utilities.

3.4.5 **Electrical, Fiber-Optic, and Communications Cables**

a. **Buried Cables**:

[1] Electrical conductors/cable installations shall meet minimum requirements of National Electric Code for buried conductors and be adequately shielded and be impervious to hydrocarbon liquids.
[2] Cables are required to cross beneath the pipeline with a minimum clearance of 24 inches. Exceptions to Buckeye's clearance requirements for underground service entrances to single family dwellings will be reviewed on a ***case-by-case basis***.
[3] Sand or select fill shall be placed between the pipeline and cable (see Section 2.8).

[4] All cables shall be installed in Schedule 80 PVC pipe and encased in a 6-inch envelope of color coded (i.e. red for electrical cable, orange for communication cable) 3,000 psi concrete for a minimum distance of 10 feet to each side of each BUCKEYE Pipeline(s) across the right-of-way.
[5] Warning tape, in accordance with A.P.W.A. Uniform Color Code, shall be placed above the utility, 12 inches below ground, for a distance of 25 feet on either side of the crossing.
[6] Signage for the crossing shall be placed as determined appropriate by Buckeye.

b. **Aboveground Cables**:
[1] A minimum of 20 feet of above-grade clearance for a distance of 25 feet on each side of the pipeline is required.
[2] Mechanical supports and service drops including poles, towers, guy wires, ground rods, anchors, etc., are not permitted within 25 feet of the pipeline.

3.5 Temporary Access Roads and Heavy/Construction Vehicle Crossings

3.5.1 **General Requirements**:
a. The Encroaching Party shall provide Buckeye information as to the type, model, size, and axle weight of construction equipment that will be used over or in the vicinity of the pipeline(s).
b. Trucks carrying a maximum axle load up to 15,000 pounds may cross the right-of-way after Buckeye has confirmed a minimum cover of 48 inches over the pipeline.
c. For all other cases, earthen ramps (see Attachment 6), swamp mats, air bridges, reinforced-concrete slabs (see Attachment 5), or steel plates may be required. Loading conditions and protection measures will be evaluated and dictated by Buckeye's Right of Way Department.
d. When temporary fill must be added, colored sheets of plastic shall be placed under the temporary fill at original grade so that the original grade will not be disturbed when the temporary fill is removed.
e. At all crossing locations, the Crossing Party will provide 12" of clean AASHTO 1 stone over the pipeline right-of-way.
f. During the use of an approved temporary construction road, Buckeye may require that the Crossing Party provide additional protective measures deemed necessary to prevent damage to the pipeline.
g. Buckeye will limit the number of temporary construction roads constructed by the Crossing Party.

3.6 Railroad Crossings

3.6.1 **General Requirements**:
a. A minimum clearance of 72 inches is required between railroad tracks and the pipeline.
b. A minimum cover of 36 inches is required between the bottom of drainage ditches on either side of a railroad and the pipeline.
c. For railroad main lines, the pipeline crossing must comply with local railroad guidelines that delineate the requirements for carrier pipe, casing pipe, and clearances. Buckeye shall be consulted for the review of any State submittals.
d. For private spur crossings, Buckeye will determine the railroad entity having jurisdictional authority to dictate crossing requirements.

3.7 Farming and Field Tile

3.7.1 **General Requirements**:

a. Field tile running parallel to the pipeline shall be spaced 10 feet from the centerline of the pipeline.
b. Field tile shall cross the pipeline perpendicularly with a clearance of 12 inches above or below the pipeline.
c. Buckeye will approve the total number of crossings of the pipeline on a ***case-by-case basis***.
d. Deep plowing or "ripping" operations shall be approved by and coordinated with Buckeye.

3.8 Construction-Induced Vibrations

3.8.1 **General Requirements**:

a. Construction activities that generate ground vibrations, including, but without limitation, pile driving, sheet driving, soil compaction work, jackhammering, or ramming, shall be reviewed by Buckeye on a ***case-by-case basis***.
b. If the Crossing Party anticipates such an activity within 10 feet of the pipeline, then continuous testing monitored by a seismograph located directly over the pipeline at its closest point to the activity must be conducted. The Crossing Party shall provide, at their expense, the monitoring service which must be approved by Buckeye.
c. The particle velocity of any one component of a three-component seismograph must not exceed 2.0 inches per second as recorded on the seismograph placed directly over the pipeline.

3.9 Blasting Operations

3.9.1 **Blasting within 500 feet of the pipeline right-of-way**:

a. The Crossing Party must submit a blast plan to Buckeye for review and approval. Verbal and written notice will be given 14 and 21 days respectively.
b. Blasting plans must include the following information:

- Dates blasting to occur
- Explosives type
- Maximum shot hole depth and diameter
- Number of holes and spacing
- Delay pattern
- Delay types and intervals
- Depth of overburden
- Depth of blast area
- Maximum charge per hole, per delay
- Show drilling/blasting pattern plan and profile in relation to Buckeye facilities
- Calculated radiant peak particle velocity (PPV) at varying distances from the pipeline and at the pipeline itself
- State permit (copy)
- Blasting contractor qualifications and insurance certificate (copy)
- Blasting Safety Plan (copy)

The Crossing Party shall complete Attachment 8, "Blasting Plan Submission Form", and include this form with their submission to Buckeye.

c. The Crossing Party shall make arrangements for a Buckeye On-site Inspector to be present to witness the blasting operation.

3.9.2 **Blasting within 300 feet of the pipeline right-of-way**:
(Adds to or replaces items in Section 3.10.1)

a. Blasting shall be monitored by a seismograph located directly over the pipeline at its closest point to the blast hole(s). The Crossing Party shall provide, at their expense, the monitoring service which must be approved by Buckeye.
b. The particle velocity of any one component of a three-component seismograph must not exceed 2.0 inches per second as recorded on the seismograph placed on the ground directly over the pipeline.
c. For blast testing, an initial test blast using a maximum charge of one pound shall be performed. The Crossing party shall detonate the first test blast with all necessary monitoring equipment in place to observe the results of the proposed blast design. Each subsequent test blast may be set and detonated only after the seismograph reading from the previous test blast indicates that further blasting can be safely conducted.
d. Routine production blasting may be initiated after completion of a successful test blast, with allowable charge based on the seismographic vibration recordings of test blasts. However, all blasting must be continuously monitored by a seismograph. The velocity recorded must not exceed the 2.0 inches per second limit noted above.

3.9.3 **Blasting within 50 feet of the pipeline right-of-way**:
(Adds to or replaces items in Section 3.10.2)

a. The Crossing Party shall hire a consulting firm that specializes in underground blasting to conduct the seismograph survey and certify the results.
b. Buckeye will approve the Crossing Party's selection of consulting firms that will conduct the seismographic surveys before starting any blasting operation.

3.9.4 **Special Requirements**:

a. For multiple-delay blasting, the Crossing Party shall begin the blasting sequence at the charge closest to the pipeline and progress away from the pipeline.
b. If seismographic readings above the limit stated in item 3.10.2.d of this section are recorded, the pipeline must be exposed and inspected for possible damage and/or product release. The Crossing Party conducting blasting operations is responsible for all expenses related to the exposure and any subsequent repairs necessitated by the operation.
c. At Buckeye's request, the Crossing Party shall install sheet piling, open trench channels, and/or matting to protect the pipeline during blasting operations.

3.10 Seismic Vibrating Operations

3.10.1 **Seismic vibrating within 500 feet of the pipeline right-of-way**:

a. The Crossing Party must submit a seismic vibrating plan to Buckeye for review and approval. Verbal and written notice will be given 14 and 21 days respectively.
b. Seismic vibrating plans, when using Vibroseis System Vibrators to radiate ground vibrations, must include information on soil conditions and depth of exploration, the anticipated number and type of vibrations, type and weight of vehicle, and peak force of equipment.
c. The peak force by vehicle weight shall not exceed 45,000 pounds.
d. The Crossing Party shall also make arrangements for a Buckeye On-Site Inspector to be present to witness the seismic vibrating operation.

3.10.2 **Seismic vibrating within 100 feet of the pipeline right-of-way**:

a. Vibration shall be monitored by a seismograph located directly over the pipeline at its closest point to the vibrator(s). The Crossing Party shall provide, at their expense, the monitoring service which must be approved by Buckeye.
b. The Crossing party shall determine and limit the maximum peak force allowed under continuous seismographic vibration monitoring such that the peak particle velocity will not exceed 2.0 inches per second.
c. Seismic vibration surveys shall not be conducted closer than 100 feet to the pipeline.

3.10.3 **Special Requirements**:

a. If seismographic readings above the limit stated in item 3.11.2.b of this section are recorded, the pipeline must be exposed and inspected for possible damage and/or product release. The Crossing Party conducting seismic vibrating operations is responsible for all expenses related to the exposure and any subsequent repairs necessitated by the operation.
b. At Buckeye's request, the Crossing Party shall install sheet piling and/or open trench channels to protect the pipeline during seismic vibrating operations.

3.11 Wind Turbines

3.11.1 **Setback Distance from Pipelines**

a. Wind turbine structures shall be set back from any Buckeye pipeline at least a distance equal to 110% of the structure height, which is defined as the height of the entire wind turbine system as measured from the bottom of the base to the highest vertical point of the system including the base and tower and the highest reach of the turbines or blades.
b. No facilities associated with a wind turbine installation project shall be permitted to be installed within the pipeline easement.
c. Warning lights shall be installed on all wind turbines that are located within 1,200 feet of any Buckeye pipeline.

3.11.2 **Construction Equipment and Crane Crossings**

a. All temporary access roads and heavy/construction vehicle crossings shall comply with Section 3.6 above.
b. Where cranes and other maintenance vehicles will need to cross Buckeye pipelines on a routine permanent basis for maintenance of the turbine(s), permanent crossing locations must be established, an encroachment agreement must be signed by the landowner and facility owner, and permanent crossing protections must be installed to the satisfaction of Buckeye.
c. Construction materials or equipment shall not be transported longitudinally over Buckeye's pipelines.

3.11.3 **Underground Utilities**

a. Cables and electrical conduit shall crossings shall comply with Section 3.5 sbove.
b. BUCKEYE may require at the expense of the CROSSING PARTY an AC Arc Fault Study, specific to the CROSSING PARTY'S project encroachments. The study will determine if there is adequate AC Arc Fault protection of and separation from BUCKEYE'S facilities. BUCKEYE will arrange for the engineering, design and installation of AC mitigation and Lightning suppression systems, as deemed necessary by the AC Arc Fault Study. The reasonable cost of such AC remediation

and Lightning suppression systems shall be submitted to CROSSING PARTY for review and approval, which approval shall not be unreasonably delayed, conditioned or withheld, and, upon approval such reasonable cost will be prepaid by CROSSING PARTY to BUCKEYE.

**4.0 Deviations and Exceptions**

4.1 When and where special circumstances dictate, deviation from these requirements must be formally approved by Buckeye in writing prior to commencement of any excavation or other construction activity that may impact the pipeline. Any such deviations must be explained and documented and provided to Buckeye for review and approval.

**5.0 Additional Information and Buckeye Contacts**

5.1 Should you have any questions regarding pipeline rights-of-way or your specific easement, contact Buckeye's Right of Way Department at the applicable phone number listed in Attachment 2.

5.2 Should you have any questions regarding Buckeye's engineering requirements, contact Buckeye's Encroachment Design Reviewer at encroachmentreviews@buckeye.com .

**Attachment 1: Buckeye Facility Locations and Phone Numbers**

| | | |
|---|---|---|
| Alabama | Birmingham | (205) 369-0179 |
| | Montgomery | (334) 309-4710 |
| California | San Diego | (714) 269-9028 |
| Connecticut & Massachusetts | Wethersfield | (860) 529-7781 |
| | New Haven | (203) 469-3479 |
| Florida | Port Everglades | (954) 522-8464 |
| Georgia | Birmingham (AL) | (205) 369-0179 |
| Illinois | Argo | (708) 259-1352 |
| | Lemont (West Shore) | (708) 227-0962 |
| | Kankakee | (815) 932-3029 |
| | Hartford | (618) 255-1100 |
| Indiana | Hammond | (219) 781-3383 |
| | Hammond (West Shore) | (708) 227-0962 |
| | Huntington | (260) 356-5802 |
| Iowa | Cedar Rapids | (708) 259-1352 |
| | Council Bluffs | (712) 366-9461 |
| | Des Moines | (515) 226-4017 |
| | Ottumwa | (641) 684-6789 |
| Louisiana | Liberty (TX) | (936) 336-5773 |
| Maine | South Portland | (207) 808-4533 |
| Michigan | Wayne | (734) 721-8834 |
| Missouri | North St. Louis | (314) 231-2000 |
| | Sugar Creek | (816) 836-6000 |
| | Burlington Junction | (660) 725-3386 |
| Nevada | Reno | (760) 802-1535 |
| New Jersey | Linden | (908) 374-5301 |
| New York | Auburn | (315) 253-5395 |
| | New York City | (718) 656-5746 |
| North Carolina | Goldsboro | (919) 778-2712 |
| Ohio | Lima | (419) 993-8025 |
| | Mantua | (330) 274-2234 |
| | Toledo | (419) 698-8190 |
| Pennsylvania | Boothwyn | (610) 459-3441 |
| | Coraopolis | (412) 264-7432 |
| | Duncansville | (814) 695-4852 |
| | Malvern | (610) 249-9430 |
| | Mechanicsburg | (717) 766-7633 |
| | Macungie | (484) 232-4218 |
| Tennessee | Memphis | (901) 395-0122 |
| Texas | Liberty | (936) 336-5773 |
| Wisconsin | Milwaukee (West Shore) | (708) 227-0962 |
| | Madison (West Shore) | (815) 964-3727 |

**Attachment 2: Right of Way & Engineering Contacts**

| Name | Responsibility | Phone / Address / Email |
|---|---|---|
| **David Boone** | **Sr. Manager, Right of Way, Real Estate, and Damage Prevention** | (610) 904-44015 TEK Park, 9999 Hamilton Blvd. Breinigsville, PA 18031dboone@buckeye.com |
| **Chris McPike** | **Sr. Specialist, Right of Way** *Central District:* Eastern Ohio, Pennsylvania (Central & Western) | (216) 271-8103 4800 East 49th Street Cleveland, OH 44125 CMcPike@buckeye.com |
| **Brandon Allen** | **Specialist, Right of Way II** *Central District:* Michigan, Ohio (except for Eastern Ohio) | (216) 318-2124 4800 East 49th Street Cleveland, OH 44125 BAllen@buckeye.com |
| **Jana Olthoff** | **Specialist, Right of Way II** *West District:* Northern & Central Illinois, Indiana, Wisconsin | (219) 741-0201 5521 West Lincoln Highway Crown Point, IN JOlthoff@buckeye.com |
| **Wesley Pekarek** | **Sr. Specialist, Right of Way** *West District:* Iowa, Missouri, Southern Illinois, California, Nevada | (816) 836-6096 1315 N. Sterling Ave. Sugar Creek, MO 64054 WPekarek@buckeye.com |
| **Chris Scheid** | **Specialist, Right of Way II** *East District:* Northeast Pennsylvania, Southeast Pennsylvania, Central Pennsylvania, New York (Upstate), Maryland, Virginia | (484) 232-4454 5002 Buckeye Road Emmaus, PA 18049 CScheid@buckeye.com |
| **Emily Litwa** | **Specialist, Right of Way II** *Northeast District:* New Jersey, Connecticut, Maine, Massachusetts, New York | (732)-692-5243 750 Cliff Rd Port Reading, NJ 07064 ELitwa@buckeye.com |
| **Dave Jones** | **Sr. Specialist, Right of Way** *Encroachment Design Review:* East, Northeast, Central, West Districts | (610)-904-4409 5 TEK Park, 9999 Hamilton Blvd. Breinigsville, PA 18031 DAJones@buckeye.com |
| **Daniel Mangum** | **Sr. Specialist, Right of Way & Development** *South District:* Texas, Louisiana, Tennessee, Alabama, Georgia, South Carolina, Nevada, Florida, | (832) 325-1626 One Greenway Plaza, Suite 600 Houston, Texas 77046 DMangum@buckeye.com |

## Attachment 3: State One Call Systems (National One Call System - Dial 811)

| State | One Call Program | Phone No. | Website |
|---|---|---|---|
| Alabama | Alabama 811 | (800) 292-8525 | www.al811.com |
| California - North | USA North of Central / Northern California & Nevada | (800) 227-2600 | www.usanorth.org |
| - South | Dig Alert & Underground Service Alert South | (800) 422-4133 | www.digalert.org |
| Connecticut | Call Before You Dig | (800) 922-4455 | www.cbyd.com |
| Florida | Sunshine State One Call | (800) 432-4770 | www.callsunshine.com |
| Georgia | Georgia 811 | (800) 282-7411 | www.georgia811.com |
| Illinois - Non-Chicago | Julie, Inc. | (800) 892-0123 | www.illinois1call.com |
| - Chicago | DIGGER - Chicago Utility Alert Network | (312) 744-7000 | www.cityofchicago.org/transportation |
| Indiana | Indiana 811 | (800) 382-5544 | www.indiana811.org |
| Iowa | Iowa One Call | (800) 292-8989 | www.iowaonecall.com |
| Louisiana | Louisiana One Call System, Inc. | (800) 272-3020 | www.laonecall.com |
| Maine | Dig Safe System Inc. | (888) 344-7233 | www.digsafe.com |
| Massachusetts | Dig Safe System Inc. | (888) 344-7233 | www.digsafe.com |
| Michigan | MISS Dig System, Inc. | (800) 482-7171 | www.missdig.net |
| Missouri | Missouri One Call System, Inc. | (800) 344-7483 | www.mo1call.com |
| Nevada | USA North of Central / Northern California & Nevada | (800) 227-2600 | www.usanorth.org |
| New Jersey | New Jersey One Call | (800) 272-1000 | www.nj1-call.org |
| New York | Dig Safely New York | (800) 962-7962 | www.digsafelynewyork.com |
| New York City & Long Island | New York 811, Inc. | (800) 272-4480 | www.newyork-811.com |
| North Carolina | North Carolina 811 | (800) 632-4949 | www.nc811.org |
| Ohio | Ohio Utilities Protection Service | (800) 362-2764 | www.oups.org |
| Pennsylvania | Pennsylvania One Call System, Inc. | (800) 242-1776 | www.pa1call.org |
| Rhode Island | Dig Safe System Inc. | (800) 344-7233 | www.digsafe.com |
| South Carolina | South Carolina 811 / PUPS | (888) 721-7877 | www.sc811.com |
| Tennessee | Tennessee 811 | (800) 351-1111 | www.tnonecall.com OR www.tennessee811.com |
| Texas | Texas 811 | (800) 344-8377 | www.texas811.org |
| | OR | | |
| | Lone Star Notification Center | (800) 669-8344 | www.lsnconecall.com |
| Wisconsin | Wisconsin Diggers Hotline | (800) 242-8511 | www.diggershotline.com |

## Attachment 4: Application for Design Plan Submission and Encroachment Review

### INSTRUCTIONS

**Prior to completing the following Application for Design Plan Submission and Encroachment Review (application), please review these instructions to determine if an application is required and to ensure that all necessary information has been obtained. Failure to follow these instructions and/or failure to provide the required information will delay the review process.**

**One Call Notification** – To prevent damages to pipeline facilities from subsurface excavation or any activity that disturbs or impacts the depth of cover over underground facilities, Buckeye participates in "One-Call" organizations in all the states in which Buckeye has operating facilities. A list of the One-Call organizations Buckeye participates in is listed in Attachment 3 of the Right of Way Use Restrictions Specification. Placing a one call notification will put you in contact with the appropriate Buckeye Field Representative

**Buckeye Field Representative Coordination** – Discuss with the Buckeye Field Representative a summary of the project and potential encroachments. The Buckeye Field Representative will determine if any additional information such as pipeline depth of cover is necessary and if an application is required.

**Application and Plan Submission –**

**SUBMIT APPLICATION AND PLANS TO:**

Buckeye Partners, L.P.
ROW Department
Attn: Encroachment Review
5 Tek Park, 9999 Hamilton Blvd.
Breinigsville, PA 18031

OR

encroachmentreviews@buckeye.com
With subject line reading
"Encroachment Review Application"

Buckeye requires a minimum of 60 days for technical review upon receipt of complete application with all relevant fees and complete and accurate design plans. Submission of plans electronically to the above email address is encouraged and acceptable, but signed application and fees must follow by mail.

**Relocation or Modification** – Should the initial encroachment review result in a determination that Buckeye facilities must be relocated or modified because of the request, additional review time may be required. A Feasibility Study will be performed to prepare a scope of work, cost estimate, schedule and project plan; the cost of which will be borne by a party or parties other than Buckeye and must be paid before the relocation or modification will commence. A Technical Services Agreement between Buckeye and the responsible entity will be prepared to specify the duties of each party. A Letter of No Objection or Encroachment Agreement will be issued which will authorize the construction of the proposed encroachment under certain terms and conditions.

**Permission / Notification** - A fully-executed Approval Letter, Encroachment Agreement, Reimbursement Agreement, and/or Technical Services Agreement is needed prior to construction. Buckeye must be notified 10-days prior to construction to allow for the scheduling of a Buckeye representative to be present. It is also the encroaching entity's responsibility to notify the owners of any other pipelines, communication lines, other third party property or facility owners located within the proposed project area and to secure any additional needed rights from these parties where Buckeye's rights are limited.

If construction of the aforementioned project does not commence within three calendar years of the issued approval letter date, the Crossing Party shall submit a new application and resubmission fee. The Company shall have the right to reconsider the conditions and privileges granted, and have full right to consider current policies and procedures at the time of resubmission.

**APPLICATION FEES**: A non-refundable Encroachment Application Fee must accompany all encroachment review requests for private development within Buckeye's right-of-way. Any request submitted without the required application fee, or that does not contain the specified information in the format requested on the application, may not be considered. Remit payment by check payable to: *Buckeye Partners, L.P.* Buckeye may require a developer to enter an agreement to pay any outside consultant costs that Buckeye deems necessary for a complete review of the proposed encroachment(s).

**Initial Encroachment Application Fee is $3,000**. Following initial review, all necessary plan resubmissions until plan approval shall be accompanied by a **Resubmission Fee** of **$750**.

**Small Project Application Fee is $500**. This reduced fee is reserved solely for single utility line service crossings or requests for installation of a fence or other residential-related improvement within Buckeye's pipeline easement.

## Application for Design Plan Submission and Encroachment Review

**PROJECT INFORMATION & LOCATION** **BUCKEYE PARTNERS, L.P.**

Project Title

Project Address | City | State | Zip Code

Latitude | Longitude | Municipality | County

**APPLICANT INFORMATION:** Name and Title of Applicant

Company | Email Address | Phone Number

Address | City | State | Zip Code

**LEGAL NAME OF INDIVIDUAL, COMPANY, OR ENTITY TO WHICH PERMISSION WILL BE GRANTED:**

Name | Name and Title of authorized signatory for company or entity

Address | City | State | Zip Code

Email Address | Fax Number

**PROJECT INVOLVES THE FOLLOWING IMPACTS TO BUCKEYE'S FACILITIES (CHECK ALL THAT APPLY):**

- ☐ Cover, grading, and drainage pattern changes
- ☐ Aboveground and/or underground structures
- ☐ Road, driveway, sidewalks, and parking areas
- ☐ Utility crossings including gas, water (steam), sewer (storm/sanitary) – include trench backfill detail
- ☐ Electrical, fiber-optic, and communications cables
- ☐ Temporary access roads for the crossing of heavy/construction equipment
- ☐ Railroad crossings
- ☐ Farming and field tile
- ☐ Construction-induced vibrations
- ☐ Blasting operations (attach BLASTING PLAN)
- ☐ Seismic vibrating operations (attach SEISMIC VIBRATING PLAN)
- ☐ Exposure of the pipeline (attach SUPPORT PLAN)
- ☐ Boring, drilling, or tunneling near the pipeline (attach DRILL PLAN)
- ☐ Other: _____

**APPLICATION MUST CONTAIN THE FOLLOWING:**

☐ *Completed and Signed "Application for Design Plan Submission and Encroachment Review" Form*

☐ *Encroachment Application Fee** (see guidelines on page 1 of the application)*

☐ *Design Plans (1 paper copy, 1 electronic copy), depicting the following:*

☐ Field-verified location of Buckeye pipeline(s) location and width of Buckeye's easement tract

_____ **Name of Buckeye Employee** _____/_____/_____ **Date of Pipeline Locating Activity** _____ **Design One Call No.**

☐ Field-verified depth of Buckeye pipeline(s) along all proposed road or utility crossings, drainage channels, and all other areas of proposed grade change within the pipeline right-of-way (attach a copy of any field data provided by Buckeye Representative)

_____ **Name of Buckeye Employee** _____/_____/_____ **Date of Pipeline Depth Investigation**

☐ Buckeye pipeline(s) labeled "_-inch High Pressure Petroleum Products Pipeline" (line type "-HPPPP-")

☐ Buckeye included on Utilities List, and Local Contact and phone number on plans

☐ Buckeye Pipeline(s) highlighted in yellow. List all plan sheets on which Buckeye facilities are located:

_____

☐ Location of ground disturbances (blasting, seismic testing, pile driving, jackhammering, etc. within 1,500 feet of Buckeye pipeline(s)

☐ Proposed location(s) where construction equipment will cross the pipeline right-of-way

☐ Structure setback distances from the pipeline right-of-way and from the nearest pipeline

☐ Proposed landscaping within 25 feet of either side of the pipeline(s)

☐ Any permanent fencing that will limit/encumber Buckeye's access to the pipeline right-of-way

☐ If the drainage pattern will be altered in any way over the Buckeye pipeline(s), a drainage plan that identifies new flow paths and all inlet/outfall/collection points

☐ Right-of-Way Use Restrictions specification pages 1-13 included as part of final design plan (can be done by adding a drawing sheet to plans and appending (cut and paste) the specification onto this sheet.

For property improvements that involve grade/pavement alterations, road work (new construction or improvements of existing), utility crossings (buried and overhead), or other subsurface or on-surface structure installations within Buckeye's right-of-way:

☐ Separate plan and profile drawing of Buckeye pipeline(s) for existing and proposed conditions.

☐ Subgrade details that show materials and thickness of each paving layer/course.

☐ Amount of existing cover that will be removed or new cover added over the pipeline(s), and proposed final grade amount of cover over the pipeline(s).

☐ Clearances between Buckeye's pipeline(s) and any existing and new (buried or overhead) utilities that cross the pipeline right-of-way.

☐ Show the clearances between Buckeye's pipeline(s) and each proposed substructure at the two closest reference points.

☐ For any utility to be installed via boring, drilling, or tunneling, include a detailed procedure of this work with your design plans. Note: "Blind" boring is not permitted. Buckeye's pipeline(s) must be exposed during the bore operation to ensure that the bore head crosses safely underneath the pipeline(s).

☐ Indicate any areas of disturbance or other work that will require Buckeye's pipeline(s) to be exposed in order to perform your work.

☐ *Supplemental Plan Information (as applicable)*

☐ Blasting Vibrating Plan

☐ Seismic Vibrating Plan

☐ Support Plan

☐ Drill Plan

---

I hereby authorize Buckeye to contact the Engineer/Survey firm which prepared the drawings, survey and attachments.

**I certify that the information provided is accurate and I realize that incomplete information may delay processing or invalidate this application.**

Signature of Applicant

By: _____

Name: _____ Date: _____

Title: _____

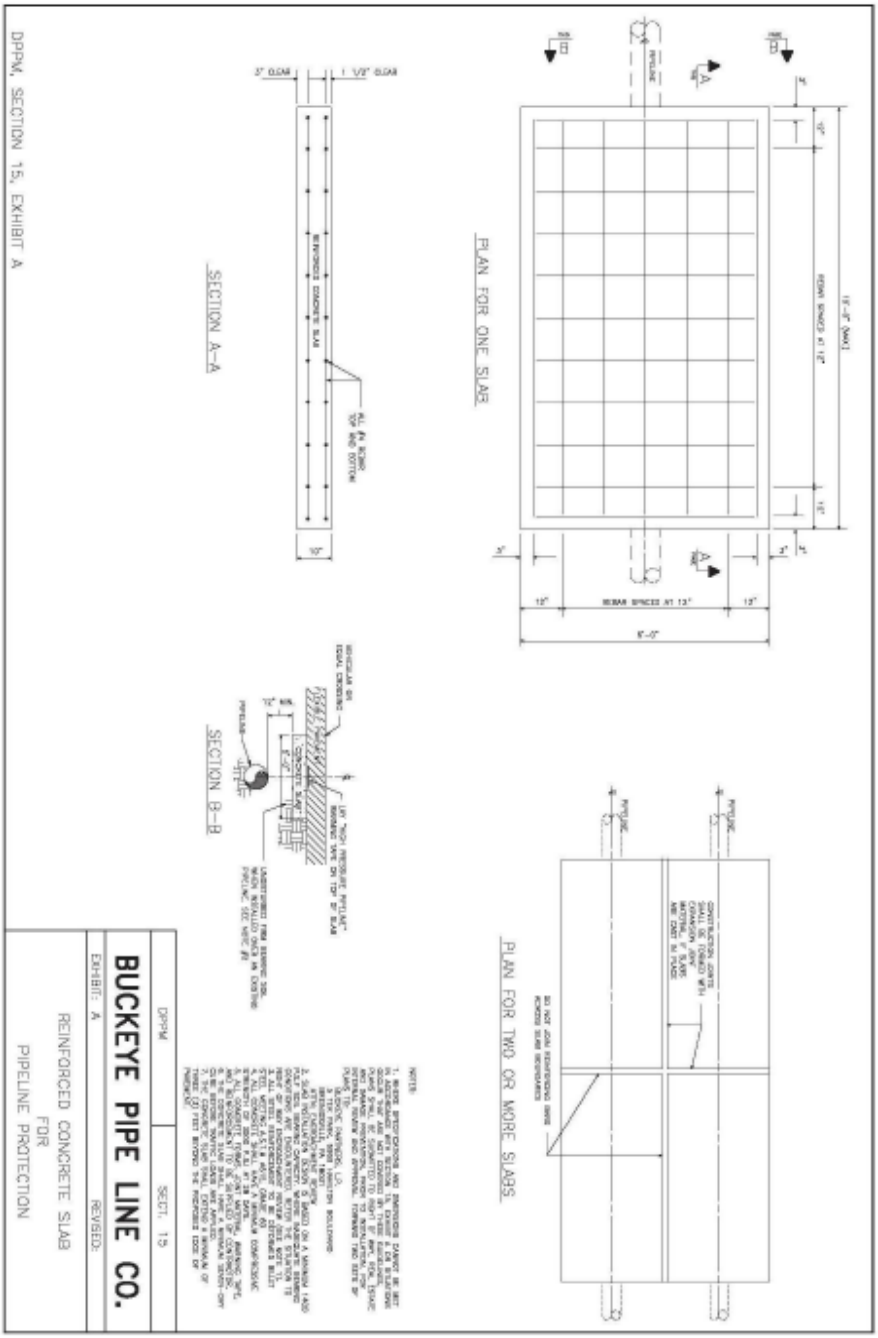
**PAYMENT INFORMATION (APPLICANT TO COMPLETE)**

Check Number: _____

Payment Amount: $_____

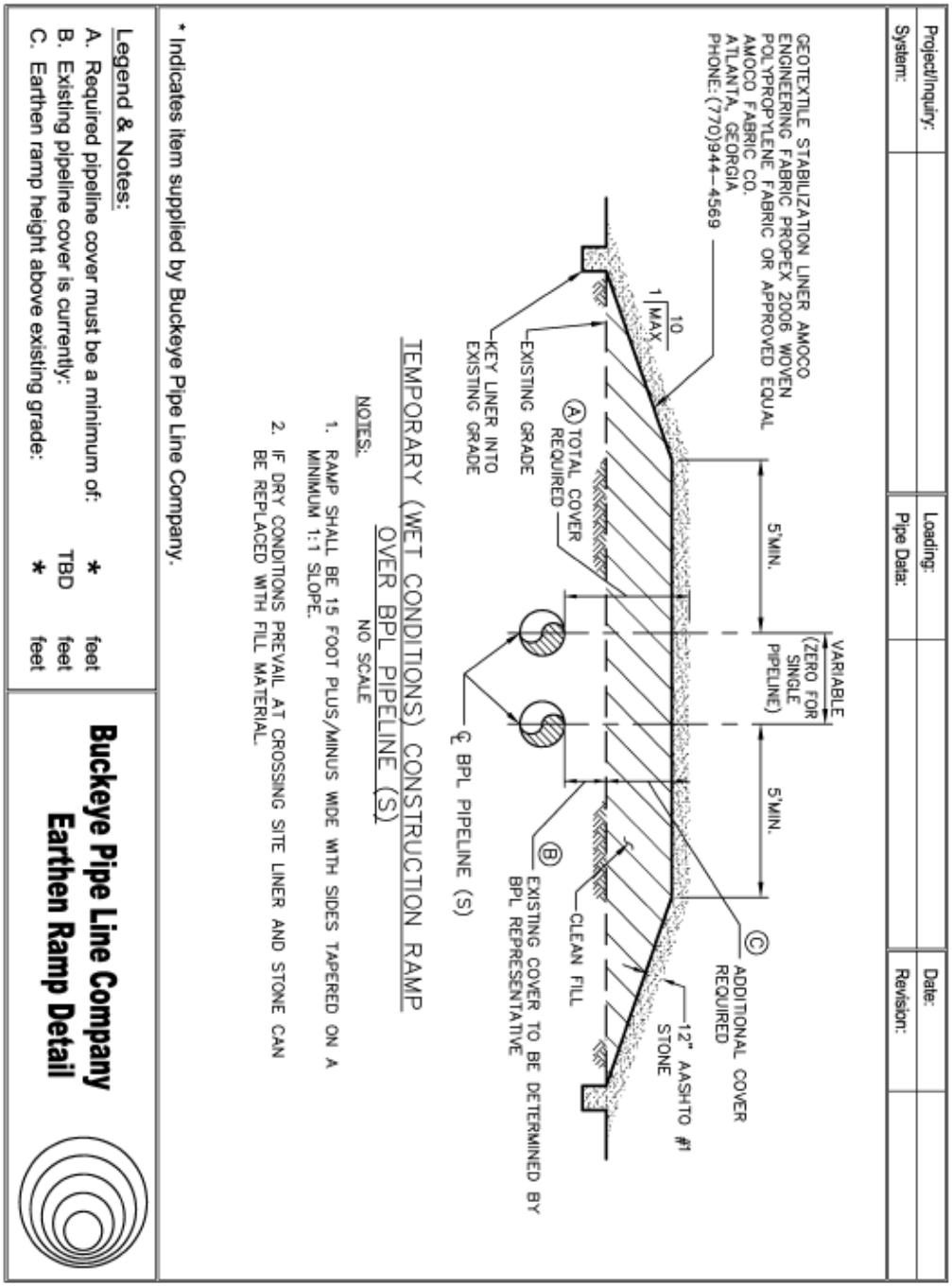
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## Attachment 5: Temporary Crossing Reinforced-Concrete Slab Detail



## Attachment 6: Earthen Ramp Detail

| Project/Inquiry: | | Loading: | | Date: | |
|---|---|---|---|---|---|
| System: | | Pipe Data: | | Revision: | |




TEMPORARY (WET CONDITIONS) CONSTRUCTION RAMP
OVER BPL PIPELINE (S)

NO SCALE

NOTES:

1. RAMP SHALL BE 15 FOOT PLUS/MINUS WIDE WITH SIDES TAPERED ON A MINIMUM 1:1 SLOPE.
2. IF DRY CONDITIONS PREVAIL AT CROSSING SITE LINER AND STONE CAN BE REPLACED WITH FILL MATERIAL.

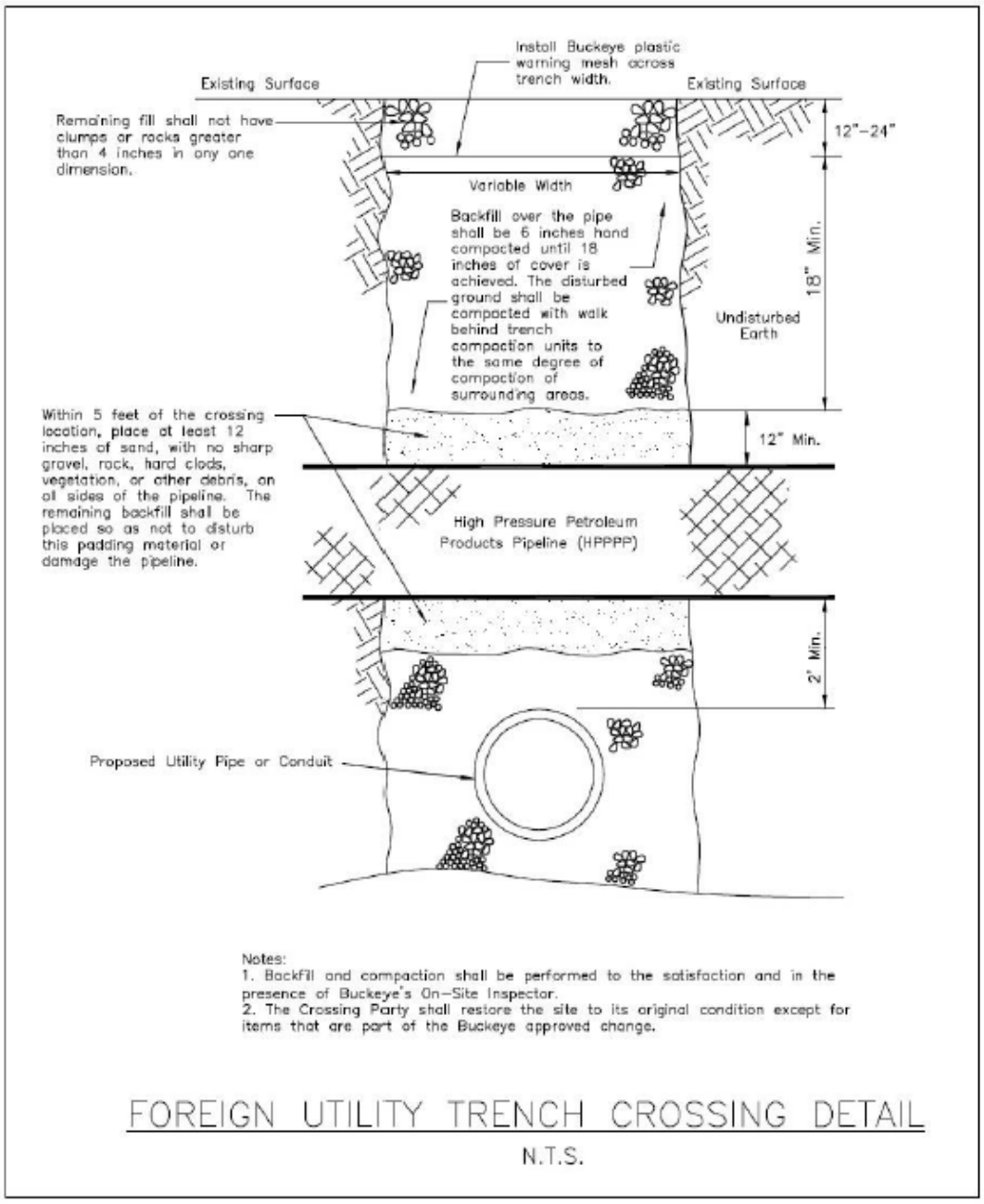
* Indicates item supplied by Buckeye Pipe Line Company.

Legend & Notes:

| | | |
|---|---|---|
| A. Required pipeline cover must be a minimum of: | * | feet |
| B. Existing pipeline cover is currently: | TBD | feet |
| C. Earthen ramp height above existing grade: | * | feet |

**Buckeye Pipe Line Company**
**Earthen Ramp Detail**

## Attachment 7: Foreign Utility Trench Crossing Detail



**Attachment 8: Blasting Plan Submission Form**

## INFORMATION SECTION

| Blasting Contractor - | | Contracted by - | |
|---|---|---|---|
| Company Name: | _____ | Company Name: | _____ |
| Phone: | _____ | Address: | _____ |
| Email Address: | _____ | | _____ |
| Contact Person: | _____ | Contact Person: | _____ |

Project Name: _____

Address: _____

*Latitude: _____

*Longitude: _____

Location and Distance (in feet) to Nearest Buckeye Pipeline: _____

_____

Date of Blasting: _____

## EXPLOSIVES SECTION

Type of Explosives: _____

Max. Charge / Hole (lbs): _____

Charge Delay (ms): _____

No. of Holes: _____

Max. Depth of Charge (ft): _____

Max. Diameter of Charge (in): _____

| | | Calculated Particle Velocity at a point - | |
|---|---|---|---|
| Depth of Blast Area (ft): | _____ | 300 feet from blasting event (in/sec): | _____ |
| Depth of Overburden (ft): | _____ | 200 feet from blasting event (in/sec): | _____ |
| Type of Rock to be Blasted: | _____ | 100 feet from blasting event (in/sec): | _____ |
| Density of Rock (lbs/cu-ft): | _____ | Directly above pipeline (in/sec): | _____@__ ft.____ |
| | | | _____ |

## ATTACHMENT CHECKLIST

- ☐ Drilling/Blasting Pattern Sketch - include all depths, measurements, and delay patterns relative to Buckeye facility involved and each charge.
- ☐ State Approval Letter
- ☐ Blasting Contractor's Qualifications
- ☐ Blasting Contractor's Insurance Certificate
- ☐ Blasting Contractor's Safety Plan

**OMMISSION OF ANY INFORMATION REQUESTED ABOVE WILL DELAY YOUR BLASTING PLAN REVIEW**

Buckeye requires a minimum of 14 days for technical review upon receipt of complete and accurate blasting plans

## Attachment 9: Excavation Safety Checklist

### 195 F-09, FORM A – EXCAVATION SAFETY CHECKLIST

The information noted on this form is intended to communicate general information about our pipeline(s) and is not intended to be solely relied upon by any party for the purpose of excavation or any similar purpose.

By law, to enable all participating utilities time to mark their facilities, the **One Call Center** in your state requires notification by calling 811 prior to any excavation. Buckeye Partners, L.P. is a member of this One Call enterprise and will automatically be notified through this system. In addition, a Buckeye inspector will perform and/or review with the excavator representative the applicable checklist items below.

***Pipeline Locate Activity:***

☐ If plans are available, requested a copy of the written project plans and drawings for review with the excavator and/or engineer. Had the excavator and/or engineer explain the extent of the work area, location and depth of the excavation, type of proposed utilities, location of proposed utilities, number of utility crossings, etc.

☐ Established the pipeline(s) location and marked the line(s) per state One Call requirements throughout the entire work area.

☐ Photographed all established pipeline markings throughout the work area.

***Communication with the Excavator and/or Engineer:***

☐ **The excavator and/or engineer was advised that a Buckeye inspector must:**

- **Monitor the excavation site daily when work is performed within 25 feet of a Buckeye pipeline.**
- **Observe continuously all excavation and backfill activity performed within 10 feet of a Buckeye pipeline or during the installation of any utility across a Buckeye pipeline facility.**
- **In addition, the excavator was instructed to call 800-331-4115 if they were ready to excavate within either above distance of a Buckeye pipeline and a Buckeye inspector was not present. When called a Buckeye inspector will be sent to perform the inspection, which is free of charge.**

☐ The excavator was advised that only backhoes or trackhoes with a steel plate welded across the teeth of the bucket are permitted to be used during excavation work around a Buckeye pipeline.

☐ The excavator was advised that the Buckeye inspector is required by law to perform an external inspection of any Buckeye pipeline exposed during excavation activity. The excavator understands that he/she is responsible to provide an OSHA compliant excavation, allowing the Buckeye inspector safe ingress and egress to examine our exposed pipeline.

☐ Walked through the work area with the excavator and communicated the locations of all Buckeye pipelines in the planned work area.

☐ Discussed the number of pipelines, pipe size(s), approximate pressures, approximate depths, excavation tolerance zones, hand digging requirements, and the hazards and characteristics of product(s) in the pipeline system(s) located in the planned work area.

☐ The excavator was advised to call the One Call Center 811 or contact Buckeye, if the Buckeye markings are destroyed or need to be refreshed in the planned work area. This service is provided free of charge.

☐ The excavator was advised that before any exposed Buckeye pipeline can be backfilled, the Buckeye inspector will direct the placement of an orange warning mesh over the pipeline.

☐ The excavator was advised that **any contact** with the pipeline, pipeline coating, test station wiring, or anode beds **must be reported to Buckeye prior to backfilling the excavation** to permit further inspection of the damage to assure continued safe pipeline operations.

☐ The excavator was advised that failure to comply with the conditions outlined above would result in Buckeye requiring the excavator to expose the pipeline again to allow an examination of the pipeline at the excavator's expense. If damage to the pipeline is discovered, Buckeye may seek monetary compensation for all repair costs. Buckeye may also report this activity to all concerned parties (State One Call Center, Regulatory Agencies, Principal Contractor, Excavator's Insurance Company, etc.).

If you are unable to reach the representative designated below, or **in case of an emergency,** request assistance by calling **1-800-331-4115**.

| | | | | |
|---|---|---|---|---|
| One Call Ticket: | | Line Segments: | | |
| Work Order: | | Mile Posts: | | |
| Nearest Street | | | | |

| Buckeye Information | | Property Owner / Excavator /Engineer | |
|---|---|---|---|
| Date: | | Name: | |
| Name: | | Phone: | |
| Cell Phone: | | Signature: | |

# Annexure B, C and D

*ANNEXURE B*

PORT AUTHORITY NY NJ
AIR LAND RAIL SEA

September 3, 2021

Mario Valenti
Director Infrastructure - Design
NYC DDC
30-30 Thomson Ave.
Long Island City, NY 11101

**Subject:** **LaGuardia Airport – Minor Work Application M-1239**
**NYC DDC – Replacement and Repair of Outfall at 81st Street – Submission 003**

**RE:** **Minor Works Application – Approval to Install**

Dear Mr. Valenti:

Port Authority staff have completed their review of the materials submitted under cover letter dated August 12, 2021. Conditional approval is now changed to full approval and, there are no further comments.
The Port Authority requests to be provided with a full signed and sealed construction documents set (drawings, specifications, etc.) and the corresponding contractor information once the contract is awarded.

Form MWA Ph 1 02 and a copy of this approval should be displayed at the work location.

Work may not proceed until a pre-installation meeting has been held. Please contact Diana Selek, Tenant Coordinator for this work at (718) 533-4280 to schedule a pre-installation meeting to review the installation activities and facility's rules and regulations. Attached is pre-installation check list CK-02 for your use.

Work on additional scope should not proceed until a written approval to proceed is issued by the Port Authority. A change in scope beyond the approved activities may trigger the need to follow the Tenant Alteration Application process.

Approval of this application and any associated materials does not constitute a determination or indication by the Port Authority that the Applicant has complied with the applicable governmental laws, ordinances, enactments, resolutions, regulations, rules and orders which may pertain thereto.

Submit MWA Completion Form MWA Ph 3 03 once all work is complete in order to close this application.

If you have any questions regarding the aforementioned, or if you would like to meet with Port Authority staff to discuss the above, please feel free to contact Diana Selek of my staff directly. Diana can be reached at (718) 533-4280 or dselek@panynj.gov.

LaGuardia Airport I Hangar 7 I East Elmhurst, NY 11371 I T: 718-533-3509 I vpassarelli@panynj.gov

PORT AUTHORITY NY NJ
AIR LAND RAIL SEA

Very truly yours,

John Muenzen

Victor Passarelli
Manager Physical Plant and Redevelopment
LaGuardia Airport

Attachments: MWA CK-02; MWA Ph 3 03

*ANNEXURE C*

**THE PORT AUTHORITY** OF NY & NJ

**MWA CK 02**

*Minor Works Application*
*Pre-Installation Meeting Agenda*

Tenant Name

Facility & Location

Project

MWA Number

Date

| A. Attendee Introductions | Actions |
|---|---|
| ☐ Contractor / Tenant Coordinator / other attendees | |

| B. Review of Pre-Submittal Package | Actions |
|---|---|
| ☐ Certificate of Insurance | |
| ☐ M/WBE Participation Plan | |

| C. MWA Review | Actions |
|---|---|
| ☐ Scope Review | |
| **Contact Information Tenant Coordinator Contact (PA POC)** | |
| ☐ PA Emergency Contact | |
| ☐ Other PA Contacts (as necessary) | |
| ☐ Tenant POC | |
| ☐ Tenant 24 hour Contact | |
| ☐ **Schedule and Hours of Work** | |
| **Operations and Construction Rules and Requirements** | |
| ☐ Access routes for materials and equipment | |
| ☐ Other Contractors | |
| ☐ Clean-up, debris removal,; materials and equipment storage | |
| ☐ Shut-downs | |
| ☐ IDs | |
| ☐ Permits | |
| ☐ Off-hours work or delivery | |
| ☐ Security and escorts | |
| ☐ Any other item | |
| ☐ **Inspections** (if required) | |
| ☐ **Additional Items** | |

*December 2011*

*ANNEXURE D*

THE PORT AUTHORITY OF NY & NJ

**MWA Ph 3 03**

## *Minor Works Completion Form*

Tenant Name

Facility & Location

Project

MWA Number

**Area of Inspection**

Please be advised that the work under this Minor Works Application is complete and has been inspected by my office.

I certify, to the best of my knowledge, information, and belief that all materials, equipment and installation under this Minor Works comply with the scope of work described by the current MWA documents submitted to the PA, and all relevant PA, Federal, State and Local codes and regulations.

Based upon the above, the project work covered by this Minor Works is complete.

**Submitted By**

Tenant Representative

Signature

Phone

Email

Date

Copies To

**To be submitted under cover letter from Tenant.**

*December 2011*

# (D) GREEN INFRASTRUCTURE PROVISIONS

(NO TEXT ON THIS PAGE)

**SW - PAGES**

# SEWER AND WATER MAIN REVISIONS TO SPECIFICATIONS

## NOTICE

The Standard Sewer And Water Main Specifications of the Department of Environmental Protection (dated July 1, 2014), Sewer Design Standards of the Department of Environmental Protection (dated (September 2007) Revised January 5, 2009), Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), and Specifications For Trunk Main Work of the Department of Environmental Protection (dated July 2014) shall be included as part of the contract documents. These said specifications and standard drawings are hereby revised under the following section headings:

A. NOTICE TO BIDDERS
B. REVISION TO THE STANDARD HIGHWAY SPECIFICATIONS
C. REVISIONS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS
D. REVISIONS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

(NO TEXT ON THIS PAGE)

# A. NOTICE TO BIDDERS

(1) The Contractor is advised that the Department of Design and Construction has filed a joint application for permit with the New York State Department of Environmental Conservation (NYSDEC), the United States Army Corps of Engineers (USACE), and the New York State Department of State (NYSDOS). (See **Section 4.15,** which is made part of this addendum.) No work shall commence until the abovementioned permit has been obtained for this project. As the application is being processed, it shall be the Contractor's responsibility to obtain and update the said permit. No separate or additional payment shall be made to the Contractor for complying with the above requirements, obtaining and updating of said permits. The cost of such work shall be deemed included in the prices bid for all contract items of work.

(2) The Contractor is advised that the Department of Design and Construction is in the process of filing permit application with the New York State Department of City Planning (NYSDCP); Water Revitalization Program, Consistency Determination. No work shall commence until the abovementioned permit has been obtained for this project by the City. It is the Contractor's responsibility to comply with the permit requirements.

(3) The Contractor is advised that when working on the 81 st Street outfall, the Contractor shall coordinate all work with the Port Authority of New York and New Jersey and NYCDDC. The Contractor shall schedule a meeting with the Port Authority of New York and New Jersey sufficiently in advance of the start of construction to discuss this coordination and any requirements of the Port Authority of New York and New Jersey that the Contractor will have to comply with. The Contractor shall also refer to the notes on Sheet No. 2 of contract drawings for additional requirements.

(4) The Contractor shall submit shop drawings and calculations detailing sheeting, shoring design and steel sheet piling design (ASTM A690) with supporting calculations to the Port Authority of New York and New Jersey and the NYCDDC for approval prior to construction. Shop drawings and design calculations shall comply with **Subsection 40.05.5 - Shop Drawings.**

(5) The contractor shall submit Port Authority Form 7460 with equipment details and minor work application (scope of work) to Port Authority of New York and New Jersey for approval. Also the Contractor shall obtain the necessary permits from the Port Authority of New York and New Jersey, and all other agencies prior to the start of construction.

(6) The Contractor is notified that pile rig height will been restricted due to Aircraft Flight Path. Pile rigging shall be in accordance with Port Authority of New York and New Jersey specifications.

(7) The Contractor is notified that no additional or separate payment shall be made for the removal and restoration of floating booms for oil containment in the construction area of Outfall No.1. The costs for removing, cleaning, storing and replacing the floating booms for oil containment shall be deemed included in the price bid for Item No. 51.61 F001 - OUTFALL NO. 1.

(8) The Contractor is advised that the existing sewer and outfall are on piles. The Contractor shall abandon or remove the existing piles in accordance with **Subsection 70.11.3 (N).**

(9) The Contractor is notified that the Contractor shall support and protect the existing wall to remain in the construction area of Outfall No. 1. The costs for supporting and protecting the existing wall shall be deemed included in the price bid for Item No. 51.61 F001 - OUTFALL NO. 1. No additional or separate payment shall be made for this support and protection work. If the existing wall to remain is disturbed or damaged due to the Contractor's operation, the Contractor shall repair or reconstruct the existing wall to the satisfaction of the Engineer, at no cost to the City and at the sole expense of the Contractor.

(10) Protection of Port Authority of NY & NJ property and facilities and additional work performed by contractors on behalf on the port authority of NY & NJ is the responsibility of the contractor. All damages to Port Authority property caused by the project shall be repaired by the contractor or repaired by the port authority and charged to the contractor.

(11) Contractor shall coordinate with contractor working within the Elmjack Little League area.

(12) Please contact Larry Kuno (lkuno@buckeye.com, cell: 516-523-0304) prior to construction and coordinate to have a buckeye representative on site while working in the vicinity of buckeye's pipeline. Any modifications to the design provided approve must be reviewed and approved by buckeye prior to construction.

## B. REVISIONS TO THE STANDARD HIGHWAY SPECIFICATIONS

**(1) Refer** to Standard Highway Specifications Volume II (August 1, 2015), Page 372:

**Add** the following new Section 6.39 B:

**6.39.1. DESCRIPTION.** Under this section, the Contractor must set up all necessary general plant and facilities, including shops, storage areas, office and such sanitary and other facilities as are required by City, State or Federal law or regulation. Unless otherwise provided, the cost of required bonds and/or any other similar significant initial expenses required for the initiation of the contract work must also be included in this section. The determination of the adequacy of Contractor's facilities, except as noted above, will be made by the Engineer.

**6.39.2. MATERIALS.** Unless otherwise specified, materials required under this section are not part of the completed contract and may be as selected by the Contractor.

**6.39.3. CONSTRUCTION METHODS**. Such work as is done in providing the facilities and services under this section must be done in a safe and workmanlike manner and must conform with any pertinent City, State or Federal law, regulation or code. The Contractor must provide facilities and services under this section that are planned and executed to ensure the maintenance of safety and good housekeeping at the construction site.

**6.39.4. PRICE TO COVER.**

Payment will be made by lump sum. The amount bid will include the furnishing and maintaining of any plant, services or other facilities noted under "Description" to the extent and at the time the Contractor deems them necessary for the Contractor's operations, consistent with the requirements of this section and the contract. The amount bid for this lump sum item will be payable to the Contractor when the following items are submitted and approved by the Engineer:

1. The provision of a Field Office per Section 6.40 of the NYCDOT Standard Highway Specifications;
2. The Site Safety Plan per the Safety Requirements section of the Information for Bidders;
3. The Schedule of Operations (project baseline schedule) per Section 1.06.25 of the NYCDOT Standard Highway Specifications;
4. The Progress Schedule per Standard Construction Contract Article 9;
5. Preconstruction Photographs per Section 6.43 of the NYCDOT Standard Highway Specifications are submitted to the Engineer; and
6. Construction Report per Item 76.11CR of the NYCDEP Standard Sewer and Water Main Specifications, if item is required as part of the Contract.

However, should the Contract be terminated, or its term expires prior to completion of at least fifty percent (50%) of the original price bid for the Contract, then the Contractor will be paid a proportionate amount of this item (hereinafter referred to as the "Adjusted Mobilization Payment") based on the following formula:

$$\text{Adjusted Mobilization Payment} = \text{As Bid Mobilization Cost} \times \frac{\text{Total Actual Payments to the Contractor approved by the Engineer}}{\text{Original Total Bid Price} + \text{Approved and Registered Change Orders}}$$

Where the Contractor has already received the original total payment for this item and the Contract has been terminated or expired prior to completion of at least fifty percent (50%) of the work covered under the original price bid for the Contract, then any monies owed by the City due to the above specified reduction in payment will be withheld from the monies the City owes to the Contractor and/or the City reserves a claim to such funds from the Contractor.

The amount bid for Mobilization must not exceed eight percent (8%) of the total contract price, excluding the price bid for Mobilization, and in no case will payment under this item exceed the original price bid for this item.

Payment will be made under:

| Item No. | Item | Pay Unit |
|---|---|---|
| 6.39 B | MOBILIZATION | L.S. |

## C. REVISIONS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS

**(1)** **Refer** to **Subsection 10.15 - Notice To Utility Companies, Etc., To Remove Structures Occupying Place Of Sewers, Water Mains Or Appurtenances**, Page 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 will notify CON EDISON at least seventy-two (72) hours prior to the start of construction by contacting Mr. Noel Leon at (212) 460-275-3870.

(2) VERIZON

There are VERIZON facilities in the area of construction. The Contractor will notify VERIZON at least seventy-two (72) hours prior to the start of construction by contacting Mr. Rohan Eccles at (516) 758-3742.

(3) ALTICE/CABLEVISION

There are ALTICE/CABLEVISION facilities in the area of construction. The Contractor will notify ALTICE/CABLEVISION at least seventy-two (72) hours prior to the start of construction by contacting Mr. Al Clark at (718) 861-3782.

(4) RCN

There are RCN facilities in the area of construction. The Contractor will notify RCN at least seventy-two (72) hours prior to the start of construction by contacting Mr. Joey Maisonet (718) 577-3779.

(5) 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.

(6) EXTENT SYSTEMS

There are Extent Systems facilities in the area of construction. The Contractor shall notify Extent Systems at least seventy- two (72) hours prior to the start of construction by contacting Mr. Jean Desir at jdesir@extenetsystems.com.

(7) PORT AUTHORITY OF NEW YORK AND NEW JERSEY

The Contractor shall notify PORT AUTHORITY OF NEW YORK AND NEW JERSEY at least six (6) months in advance of starting construction by contacting Mr. John Muenzen at (646) 879-6258.

**(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 will notify Ms. Sol Posada, P.E., Chief, Linear Capital Program Management Division at the Department of Environmental Protection, 59-17 Junction Blvd., 3rd floor low rise, Corona N.Y. 11368, at (718) 595-7434 at least thirty (30) days prior to the start of construction.

(2) NEW YORK CITY FIRE DEPARTMENT

The Contractor will notify the Bureau of Fire Communications at least thirty (30) days prior to the start of construction by contacting Mr. Ed Durkin at (718) 624-4194 or (718) 624-3752.

(3) N.Y.C. DEPARTMENT OF TRANSPORTATION

The Contractor will notify Mr. Michael Lofesse/ Akmal Mikhail – Traffic Signal/Street Lighting Operations, 34-02 Queens Blvd., Long Island City, N.Y. 11101 at (212) 839-3799/ (212) 839-3368, at least seventy-two (72) hours prior to the start of construction.
.

(4) N.Y.C. DEPARTMENT OF PARKS AND RECREATION

The Contractor will 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:

Arrangements shall be made through:

Ms. Sarah Wyss
Director Of Short Range, Bus Service Planning (SRB)
New York City Transit
2 Broadway, 17th Floor
New York, N.Y. 10004
Telephone No. (646) 252-5517
sarah.wyss@nyct.com

**(3)** **Refer** to **Subsection 10.24 – Damaged Water Service Pipes To Be Repaired By A Licensed Plumber**, Page I-14:
**Add** the following to **Subsection 10.24**:

If the damaged or cut water service pipe is lead, galvanized steel, or galvanized iron, the service pipe must not be partially replaced, but fully replaced from the main to the house control valve. If the service pipe was damaged, cut, or otherwise interrupted due to the Contractor's actions or means & methods (including selection of shoring systems), the water service pipe will be replaced at the Contractor's own cost.

**(4)** **Refer** to **Subsection 10.30 - Contractor To Provide For Traffic**, Page I-15:
**Add** the following to **Subsection 10.30**:

(1) Traffic Stipulations:

The Contractor shall refer to the Traffic Stipulations (four (4) pages) that are attached to the end of this section, and as directed by the Engineer.

**(5)** **Refer** to **Subsection 40.02.15 - Disposal Of Water From Trenches**, Page IV-9:
**Add** the following to **Subsection 40.02.15**:

(A) The Department of Design and Construction has **not** filed application for Dewatering Permit with the New York State Department of Conservation (NYSDEC), under the Environmental Conservation Law (ECL), Title 15 of Article 15, for a Temporary Well Point System Permit. However, it is anticipated that the criteria for rate of pumping specified herebefore in this section will be exceeded in areas of construction; the Contractor shall be responsible for applying and obtaining the necessary dewatering permit prior to the dewatering of trenches within the scope of this project.

As part of the permit application the Contractor will be required to comply with all the requirements of **Section 40.14** of this section.

Copies of all materials submitted to NYSDEC shall be sent to the New York City Department of Design and Construction (NYCDDC), Infrastructure/Design.

The following minimum requirements set forth by the New York Department of Environmental Conservation shall be complied with prior to the start of work in areas of construction requiring dewatering permit:

(1) An analysis must be made of water samples taken. The results are to be submitted to the Regional Permit Administrator. An analysis shall be made for BOD, salinity, oil, and grease. The samples shall be analyzed by a laboratory certified by the New York State Health Department and the results are to be submitted directed to the New York State Department of Environmental Conservation by the laboratory.

(2) Prior to setting any wells, wellpoints or header pipes, the Contractor shall submit to the NYSDEC a layout of the complete dewatering system including the location of the discharge point. When permitted by the NYSDEC, discharge of groundwater on the beach areas shall be done in such a manner as to eliminate any erosion or siltation and will require the installation of splash blocks and/or settling basins.

The Contractor is advised that all work required in obtaining a permit, must be submitted to, and approved by the NYSDEC prior to the commencement of any work in areas of construction requiring

dewatering permit. No payment for any item of work will be made, and no shop drawing shall be approved for the areas of construction until such time that a written approval is obtained from the NYSDEC.

(B) The Contractor is advised that all work shall be governed by the provisions and requirements of the obtained permit, and their said provisions and requirements shall be made a part of the contract and the Contractor shall be responsible for strict adherence thereto.

The cost of all work required for applying, complying and obtaining required dewatering permits including the cost for any required updating of permits shall be deemed included in the prices bid for all item of this contract. No additional or separate payment will be made for any work required in order to comply with these requirements.

**(6)** **Refer** to Page IV-34:
**Add** the following new **Section 40.14**:

## SECTION 40.14
## SECTION 40.14 DEWATERING PERMITS

### 40.14.1 DESCRIPTION

Under this contract, and at locations where groundwater will be present in the trenches and excavations, the Contractor is required to install, maintain and operate a temporary dewatering system of sufficient size and capacity to control ground and surface water flow into the excavation and to allow all work to be accomplished in the “dry condition”.

The Contractor shall be required to obtain the following permits in order to operate a temporary dewatering system.

(A) A Dewatering/Discharge Permit from the New York City Department of Environmental Protection (NYCDEP);

(B) A Water Withdrawal Permit from the New York State Department of Environmental Conservation (NYSDEC), under the Environmental Conservation Law (ECL), Title 15 of Article 15, implemented by 6NYCRR Part 601. This permit is required only in the Boroughs of Manhattan, The Bronx and Staten Island for any withdrawal system having a capacity to withdraw 100,000 gallons per day or more of groundwater, surface water or combination thereof, and

(C) An Industrial State Pollutant Discharge Elimination System (SPDES) or a Non-Jurisdictional Determination Letter in compliance with Title 8 and 7 of Article 17 of the Environmental Conservation Law of New York State, respectively.

The Contractor is advised that the provisions and requirements of the aforementioned permits shall govern all work, and the said provisions and requirements are hereby made a part of the sewer contract and the Contractor shall be responsible for strict adherence thereto.

No dewatering work shall commence until the above-mentioned Permits have been obtained for this project.

The Contractor is advised that in order to comply with all the permits requirements, the Contractor will be required to submit maps, test data, etc. prior to the start of work. In order to expedite the processing of the permit and its requirements, the Contractor shall be required to obtain the services of an independent Environmental Scientist as herein described below in **Subsection 40.14.2** to perform this work and act as liaison with NYSDEC and NYCDEP.

### 40.14.2 QUALIFICATIONS

The Environmental Scientist utilized to perform the work required under this section must have a minimum of five (5) years experience and must have previous experience in working with the NYSDEC and the NYCDEP, designing equivalent dewatering systems, and have successfully obtained the type of permits required under this contract. Prior to the start of work, the Contractor will be required to submit the name and resume of the Environmental Scientist for approval.

### 40.14.3 NYSDEC DEWATERING PERMITS

The dewatering system shall be designed by the Environmental Scientist using accepted and professional methods of design and engineering consistent with the best modern practices.

The material to be submitted shall include, but not be limited to the following:

(1) Site Plan - Scaled, showing construction activity (e.g. excavation, pathway of the pipe, new outfalls, etc.) locations of well points, header pipes and pumps, and all staging and storage areas.

Also included herein shall be a layout of the complete dewatering system including the location of the discharge point. When permitted by the NYSDEC, discharge of groundwater on beach areas shall be done in such a manner as to prevent any erosion or siltation and will require the design and installation of splash blocks and/or settling basins.

(2) Dewatering System Specifications:

(a) Number of Well Points
(b) Diameter of Well Points
(c) Spacing of Well Points
(d) Length to Screen
(e) Depth to Bottom of Screen
(f) Static Water Level
(g) Drawdown Required
(h) Total Volume Pumped
(i) Number of Pumps
(j) Capacity of Pumps
(k) Duration of Pumping
(l) Initial and Average GPM
(m) Estimated Daily Pumpage
(n) Flow Meter

(3) Cross Section - Scaled, showing well points, riser, header, annular material (if used) and other equipment associated with each point. A typical construction style drawing may be utilized. Should the Contractor be permitted to use a deep well system, all information regarding it must be submitted.

(4) Drawdown Contour Map - Based upon a review of the surrounding area affected by the dewatering and upon boring within the project area and characteristics of the soils, the depth and pumping rate of dewatering system and the duration of the pumping, the Environmental Scientist shall submit both a narrative and diagram showing the anticipated maximum cone of depression which shall be shown from both above and in cross section on scaled diagrams. Contour lines on diagrams shall be labeled to show depth from land surface.

(5) Description of Site and Adjacent Areas - A short narrative shall be prepared describing the land use in the area paying attention to any potential sources of groundwater contamination that may migrate into the well's cone of depression, such as gas stations, chemical plants, wrecking yards, sanitary landfills, etc. Latest map of the area shall be included in the narrative.

(6) Groundwater Analysis - The Environmental Scientist shall develop and submit a sampling and analysis program subject to NYSDEC Approval (a minimum of one groundwater sample from a site

well shall be collected and analyzed). A laboratory certified by the New York State Health Department shall analyze the samples. The sampling and analysis program must include but is not limited to the following:

**NYSDEC REGION 2 - DEWATERING PROJECTS SAMPLING INFORMATION**

| NO. | PARAMETERS | TYPE | EPA METHOD | DETECTION |
|---|---|---|---|---|
| 1 | pH | Grab | 150.1 | EPA min |
| 2 | Temperature | °F | After Pumping | EPA min |
| 3 | Fecal Coliform | Grab | 5-Tubes/3-Dilutions | 2-MPN/100-ml |
| 4 | Oil & Grease | Grab | 413.1 | EPA min |
| 5 | BOD□ | Grab | 405.1 | EPA min |
| 6 | Total Suspended Solids | Grab | 160.2 | EPA min |
| 7 | Settleable Solids | Grab | 160.5 | EPA min |
| 8 | Chlorides | Grab | 325.1-325.3 | EPA min |
| 9 | Benzene | Grab | 602 | EPA min |
| 10 | Toluene | Grab | 602 | EPA min |
| 11 | Xylenes | Grab | 602 | EPA min |
| 12 | Ethylbenzene | Grab | 602 | EPA min |
| 13 | PCB's | Grab | 608 | (See Note 1) |
| 14 | Pesticides | Grab | 608 | EPA min |
| 15 | 13 Priority Metals | Grab | 200 series | EPA min |
| 16 | Acids Base/Neutrals | Grab | 625-GC/MS | EPA min |
| 17 | Halogenated Volatiles | Grab | 601-GC | EPA min |
| 18 | Nitrate/Nitrite | Grab | 300 or 353.3 | EPA min |
| 19 | Aromatic Volatiles | Grab | 602-GC | EPA min |
| 20 | Cyanide (total or amenable) | Grab | 335.1/335.2 | EPA min |

NOTE:

(1) List each individual aroclor found and report the concentration of each aroclor tested. Use the N.Y.S. detection limit, which is 0.065-µg/l.

Small dewatering projects with a total estimated pumped volume up to 15-Million Gallons (MG) require sampling analysis for parameters No.'s 1 through 12.

Medium dewatering projects with a total estimated pumped volume between 15-MG and 60-MG require sampling analysis for parameters No.'s 1 through 14.

Large dewatering projects with a total estimated pumped volume greater than 60-MG require sampling analysis for parameters No.'s 1 through 20.

Samples are to be collected after development of the well by a licensed well driller.

A laboratory certified by the NYS Department of Health must conduct all testing.

Irrespective of the aforementioned sampling requirements based on total estimated pumped volumes, the Department may require sampling of additional parameters if the proposed dewatering site is suspected of being contaminated.

### 40.14.4 SUBMISSION OF DEWATERING PLAN

The Environmental Scientist will be required to submit two (2) copies of the Dewatering Plan (together with all reports, materials, designs, drawings, maps and plans) to the Infrastructure Engineering Support Unit for review and approval. Once approved the Environmental Scientist shall submit in triplicate the Final Dewatering Plan to both the NYSDEC and the NYCDEP. The Dewatering Plan should be bound and bear the name of the Contractor, NYSDEC Application Number and the Signature of the preparer. All drawings and maps shall be on sheets 27-inches by 40-inches and to scale not less than 1"=30'.

### 40.14.5 DAMAGES

The Contractor shall be responsible for and shall repair at no cost to the City any damage caused by inadequate or improper design and operation of the dewatering system, and any mechanical or electrical failure of the dewatering system.

### 40.14.6 SYSTEM REMOVAL

The Contractor shall remove all dewatering equipment and temporary electrical service from the site. All wells shall be removed or cut off a minimum of three (3) feet below the final ground surface and capped. Holes left from pulling wells or wells that are capped shall be grouted in a manner approved by the Engineer.

### 40.14.7 PAYMENTS

No additional or separate payment will be made for any work described herein. The costs for all labor, materials, equipment, permit fees, samples, tests, reports, services and insurance required or necessary to perform all the work described herein shall be deemed included in the price bid for all items of work.

## D. REVISIONS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

**1)** **Refer** to **Part 1 – Furnishing And Delivering Steel Pipes And Appurtenances 30 Inches In Diameter And Larger, Section 11. Fabrication:,** Page 4;
**Add** the following to **Section 11:**

All steel water mains shall be spiral welded pipes, and all steel water main fittings shall be fabricated from qualified spiral welded pipe. Can type pipe is not acceptable.

**2)** **Refer** to **Part 1 – Furnishing And Delivering Steel Pipes And Appurtenances 30 Inches In Diameter And Larger, Section 13. Special Fittings:,** Page 5;
**Add** the following to **Section 13:**

The steel reducer shall have a length of seven (7) feet for every twelve (12) inches reduction in diameter.

**3)** Reference the NYCDEP Specifications for Trunk Main Work, Division 2, Article 51.A. In addition to the methods specified in this article, shop applied polyurethane exterior coatings meeting the requirements of AWWA C222 and heat-shrinkable cross-linked polyolefin exterior coatings meeting the requirements of AWWA C216 are acceptable.

**END OF SECTION**
**This Section consists of twelve (12) pages**

NO TEXT ON THIS PAGE

EP7 (1.0) - PAGES

# GAS COST SHARING (EP-7) STANDARD SPECIFICATIONS

## NOTICE

THE PAGES CONTAINED IN THIS SECTION REPRESENT THE GAS COST SHARING WORK THAT SHALL APPLY TO AND BECOME A PART OF THE CONTRACT.

(NO TEXT ON THIS PAGE)

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## I - NOTICE TO ALL BIDDERS; GAS COST SHARING WORK

All prospective bidders are hereby advised that, pursuant to the "Gas Facility Cost Allocation Act", ("the Act"), the City of New York has entered into an agreement ("the Agreement") with the gas companies (Con Edison or National Grid (formerly KeySpan Energy Delivery)) operating in their respective areas of the City to "share" the cost of facility relocation and/or support and protection of facilities disturbed by proposed water and/or sewer and related City work specified in this contract. Therefore, bid items, specifications and estimated quantities for the incremental costs of support and protection of certain gas facilities have been included in this contract. The low bid for this contract shall be determined by examining each bid for all work to be performed under this contract including any work of support and protection of gas facilities to be performed. The Contractor shall not seek additional compensation from gas companies except as specifically set forth in its contract.

## II - GENERAL PROVISIONS; GAS COST SHARING WORK

### 1. General:

The Contractor shall perform City work with interferences from existing live and abandoned gas facilities. This shall be defined as utility work. Therefore, this contract includes bid items, specifications and estimated quantities designed to fully compensate him/her for the incremental costs of supporting, protecting, providing accommodations and, avoiding disturbing gas facilities located in the streets shown on the contract drawings. In the event that any other provisions of this contract related to gas facilities (or private utilities) conflict with these provisions, these provisions shall supersede and govern all work related to gas facilities owned by the companies operating in the project area. All utility work, as defined in these specifications, including changes and additions thereto shall be paid solely by the City except when specified otherwise in this contract. Contractor hereby agrees that the facility operator shall not be liable to pay him/her for any work performed including extra utility work. Contractor agrees that its bid prices include all compensation for loss of productivity and efficiency, idle time, delays (including any delays occasioned by negotiation of a contract change), change in operations, mobilization, demobilization, remobilization, added cost or expense, lost of profit, other damages or impact costs that may be suffered by or because of utility work, or the presence of gas facilities in the proximity of City work and that it will not seek additional compensation for these items. All disputes shall be resolved as specified in the contract.

Pursuant to the Act, Agreement, and the New York City Administrative Code, the gas company(ies) has been directed by the Commissioner and is required to perform all maintenance, repairs, replacement, shifting, alteration, relocation, and/or removal work that are not part of this contract. By having bid on this contract, the Contractor understands and agrees that the Commissioner has preasserted any right the City has to require, including the issuance of any directives or so called "order outs" under the New York City Administrative Code, any or all gas companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove all gas facilities that are about to be disturbed by the City contract work. The issuance of additional such directives during the performance of the contract work, where necessary in the sole judgment of the Commissioner, shall be initiated by such Commissioner as set forth in the relevant sections of the Act and Agreement. Contractor further agrees to insert such requirements as set forth herein above into any contracts with its approved subcontractors so that its subcontractors also understand and agree to such contract requirements.

### 2. Gas Interferences And Accommodations:

During the performance of sewer and water main work funded by the New York City Department of Environmental Protection (NYCDEP), as instructed by the Engineer, the use of any applicable contract bid item is allowed in order to resolve and accommodate all gas facilities interferences with such City work, including the removal of contaminated soil in associated trench excavation. This is in addition to the specified EP-7 bid items in the contract. Payment for such accommodation shall be funded by EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" (F.S. Fixed Sum). The value of such accommodation shall be computed by multiplying the appropriate unit prices bid to the quantity of work performed, as determined by the Engineer, and applying the total amount thus to be paid

to EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS". When EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" does not exist, such additional accommodation work shall be at no cost to the City but shall be a matter of adjustment between gas facility operator and Contractor. Private facilities, other than gas, that become in interference due to gas interferences accommodations shall also be accommodated, if so directed by the Resident Engineer, at no additional cost to the City and, provided that its owner agrees to be responsible for all additional costs to Contractor, otherwise, such facility shall be ordered by the City to be maintained, shifted, relocated or replaced by its owner at his/her expenses.

**2a. Water Main Accommodations:**

When water main construction is to be performed in this contract, Contractor shall be required, if warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the vertical or horizontal alignment of water mains including but not limited to all additional labor, material, work method accommodations, furnishing, delivering and laying offset fittings and pipes, etc., necessary in order to complete water main installation and, avoid gas interferences in the project area, including street intersections. Typical work method accommodations shall include, but not be limited to, pier and plate, installation of filter fabric and select fill, etc. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of water mains standards and specifications.

**2b.Sewer Accommodations:**

When sewer construction is to be performed in this contract, Contractor shall be required, if warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the horizontal alignment of sewer facilities (if possible) including but not limited to all additional labor, material, work method accommodations, furnishing, delivering and construction of additional manholes or modification of manholes/catch basins, extending chute connections, house connections, using alternate materials and methods, poured-in-place structures, etc., necessary in order to complete sewer installation and, avoid gas interferences in the project area, including street intersections. The term sewer facility shall include, but not be limited to, all sewer pipe and appurtenances, manholes, catch basins, catch basin chutes, etc. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of sewer standards and specifications.

**3. Quantity Overruns, EP-7 Funded Bid Items:**

No quantity overrun, in excess of one hundred twenty five (125) percent, shall be permitted for EP-7 funded bid items (gas) included in this contract, except when Resident Engineer determines that such overruns are caused by field modifications to planned City work, or approved construction methods, or contract scope changes. The Engineer will notify the gas facility operator in writing of overruns. The Contractor must invoice the gas facility operator for payment of all overruns, which will be paid by the gas facility operator at the contract bid price. Gas facility operator will be entitled to reimbursement by NYCDEP under established cost sharing procedures.

**4. Changes And Extra Work:**

This section is not applicable to work defined under "Emergency Reconstruction Contracts" or so-called "Where and When Contracts" since these projects, by definition, inherently encounter unanticipated gas facilities and cannot be pre-engineered. In all other cases, any contract changes proposed for City work shall also cover and include all associated changes to support and protection of gas facilities affected by such changes to City work. In all other cases where the Contractor finds that City work cannot be performed as planned and specified and/or, as approved because of a need to support, protect and/or alleviate interferences from gas facilities that were not listed and/or shown, or incorrectly shown in contract plans and specifications, he shall immediately notify the Resident Engineer and the facility operators' representative of his findings. Resident Engineer shall promptly examine such claims and determine whether or not such work is covered by contract bid items and /or specifications (contract bid items and specifications shall include city contract items as well as EP-7 items). The Resident Engineer shall also

examine the claim to determine if the application of EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" is appropriate to resolve the claim. If upon examination, the Engineer determines that such field conditions were unanticipated (not shown and/or listed, or incorrectly shown in contract documents) and are not covered by bid items and contract specifications, he shall then direct the Contractor and the affected facility operator to negotiate the cost of supporting and protecting, and/or alleviating the impact on City work caused by such unanticipated gas facilities with each other with the understanding that the performance of City work shall continue during negotiations. If a cost agreement is reached, the Contractor and facility operator shall adjust such costs between themselves at no additional costs to the City contract. If the Contractor and affected facility operator do not reach an agreement concerning the price to be paid for the extra work within five (5) business days of the Engineer's directive to engage into such negotiations and, after considering: public safety and inconvenience, requirements of laws and regulations applicable to private utilities, integrity of all utility systems, including but not limited to sewer and water, gas, electric, telephone and, cable TV facilities, sound engineering practices, cost (long and short term) to all affected parties, and potential City work delays, then the Resident Engineer, depending on nature and severity of interferences with City work, shall either, direct the facility operator to relocate or replace its facilities at its own discretion and cost, reimbursable by NYCDEP under established gas cost sharing procedures or, direct the Contractor to perform the utility work on actual time, material and equipment costs basis pursuant to relevant contract requirements and amendments. Contract bid prices for any applicable items of work involved shall be applied, or converted to an allowance for time and material charges. Changes shall be for affected portions of utility work and, shall be processed with EP-7 funds.

**5. Excavation:**

All excavators shall notify the NYC/LI One Call Center at 1-800-272-4480 at least two (2) working days, not including the day of the call, but not more than ten (10) working days in advance of the start of any excavation work. The gas company(ies) will mark out its facilities within the project limits and provide Construction Inspector(s) during all excavation work in close proximity (within twelve (12) inches) to gas facilities. The Contractor shall exercise extreme caution when excavating in the vicinity of any gas facilities. Hand excavation shall be performed within twelve (12) inches of gas facilities. The Contractor prior to excavating underneath these facilities shall adequately support all gas facilities. Standard support details for gas facilities have been included in the specifications. Any damage to gas facilities shall be reported immediately to the gas company(ies). The Contractor shall be responsible for all cost associated with repairs made necessary by damages caused by his operations.

**6. Backfilling And Street Restoration:**

Backfilling operations and street restorations shall be in accordance with contract requirements.

**7. Non-Responsive Bids:**

Every gas (EP-7) bid item has a suggested "Not less than" value per unit indicated on contract bid sheet. Bids resulting in cost of less than suggested for EP-7 items are hereby prohibited and if submitted shall be considered NON-RESPONSIVE.

**8. Minimum Clearances:**

Clearance requirements for City work shall govern and supersede any clearance requirement of gas facility operator. Therefore, a minimum of twelve (12) inches clearance between private utilities and City water mains, sewers or related structures to be installed in this contract shall be maintained. When this clearance is not attainable, the Resident Engineer may allow a minimum of four (4) inches clearance. With less than twelve (12) inches clearance a neoprene/polyethylene shield (to be provided by facility operator) shall be installed as part of all work item specifications. However, if Resident Engineer determines that City work cannot be performed within allowable clearance and no reasonable City accommodation (no-cost change to City work) is possible, the City shall direct the facility operator to remove, relocate, shift, or alter their facility(ies) pursuant to the New York City Administrative Code.

**9. Work By Facility Operator:**

The facility operator may find it necessary to perform the following types of work during performance of City work: accommodating a contractor's request for gas facilities modifications (in order to facilitate City contractor's proposed construction method) or, remedial and emergency work on gas facilities proper with their own resources and materials if an approved method of construction for City work causes unanticipated disturbances to gas facilities or, replacing defective gas facilities when they are exposed by the Contractor and their actual conditions are observable by the facility operator. Also included in the above category of defective gas facilities are: the presence of environmental contaminants attributable to the gas facility in or around gas facilities. If such work is deemed required by the facility operator or if facility operator is directed by the City to address such deficiencies at any time during the course of construction, the Contractor shall modify the construction schedule at no cost to the City and allow the facility operator five (5) business days to perform such work without interferences. Additional costs to the facility operator (in cases of accommodations) or, Contractor (in cases of defective gas facilities) due to such gas work, if any, shall be the responsibility of the parties involved and not of the City. Such costs shall be a matter of adjustment between the Contractor and the facility operator.

**10. Materials Furnished By Facility Operator:**

It shall be the Contractor's responsibility to inspect material to be installed by him immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional costs to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

**11. Liability And Insurance:**

Notwithstanding the provisions of this contract, the existing division of liabilities to third parties shall remain the same as between the City and the company. Therefore, it is specifically agreed by the City, company and Contractor (by bidding on this contract) that for the purpose of any liabilities to third parties, that the City contractor performing work directly and physically relating to gas company facilities in this project, shall be deemed an agent of the company and not an agent of the City, the New York City Municipal Water Finance Authority, or the New York City Water Board. Contractor shall include the company as an additional insured on all insurance policies maintained to comply with the City's insurance requirements.

**12. Width And Depth Of Excavation:**

Contractor shall not be authorized to deliberately change trench or excavation widths and/or depth specified without Engineer's approval. Enlargement of any side of excavation up to eighteen (18) inches beyond pay limits (or inside face of sheeting) requested by the Contractor for the installation of certain types of sheeting may be granted. However, such enlargements or those greater than allowable shall not be approved when, in the sole judgment of the City, field conditions allow the water mains and sewer work to be performed within the limits specified and, the sole purpose of such enlargement request is to impact adjacent utilities (public or private) whose support and protection are part of this contract. Any approval shall be given at no additional cost to the City contract, including EP-7 funding, and all costs associated with unauthorized enlargements shall be the sole responsibility of the Contractor.

**13. Depth And Crossing Angles Of Gas Facilities:**

Where gas facilities are shown (or specified as) crossing proposed alignment of sewers, water mains, catch basins and chute connections or any other proposed excavations at specific angles (as measured off plans or sketches or specified in contract), it shall be understood that actual field measurements may deviate (plus or minus) forty-five (45) degrees from those shown or specified. The cover, or depth from street surface to top of facilities, shall be as shown or specified in contract documents, no deviation is to be assumed. Where gas facilities are not shown on contract documents, but their support and protection are otherwise included in this contract then, all references to facilities crossing at "various angles and depth" in the gas sections shall mean that such facilities are crossing sewer, water, catch basin and, catch basin chute, and other excavations at a ninety (90) degree angle to the proposed sheeting line or side of

excavation (for unsheeted trenches) with an allowable deviation of forty-five (45) degrees in any direction, except for catch basin chute excavation where the allowable deviation shall be sixty (60) degrees. Where the cover is not noted or specified, the bottom face of such facilities shall be assumed to be crossing catch basin chutes at a depth of three (3) foot eight (8) inches or less from the street surface. Paragraph No. 2 above shall apply in cases of distribution water main construction. Appropriate bid items and specifications are provided for cases where angle and depth are greater than stated above. This section also applies to work defined in "Emergency Reconstruction Contracts" or so-called "Where and When Contracts". These contracts are not pre-engineered and consequently have no drawings, sketches or determined locations and so, gas facilities encountered will be crossing existing and proposed sewer, water, catch basin/catch basin chutes and all appurtenances at various angles and depths.

**14. Maintenance Of Traffic For Gas Work:**

All work pertaining to gas bid items and specifications shall be performed within the contract maintenance of traffic plan as specified in the contract document. The bid price for the Maintenance and Protection of Traffic shall cover all work pertaining to gas items. The City shall make compensation for additional maintenance and protection of traffic items in connection with gas item of work only when such additional work is deemed reasonable and necessary by the Resident Engineer and is approved by him prior to its performance.

**15. Relocated Gas And Temporary Systems Installation:**

In cases where the Contractor is allowed to select the location for temporary construction such as, installation of dewatering headers, wells, well points, etc., he shall not disturb any gas facilities shown on sketches provided in this section. The only exception shall be, if the affected gas company agrees to such relocation and provided that the cost of such relocation is a matter of adjustment between the company and Contractor, and at no cost to the City.

**16. Role Of Company Inspector:**

In any case in which the City elects to perform some or all support and protection work with its own employees, personnel or contractors, the facility operator shall provide onsite inspectors to approve and certify such support and protection work (exclusive of City accommodations) performed by the City's own employees, personnel, and contractors. Facility operator's inspectors are not authorized to direct City contractor during the performance of contract work. They shall act through the City Resident Engineer and provide him/her required approvals and certifications, prior to preparing partial payments of EP-7 items, in a format and frequency to be prescribed by the appropriate City Head of Construction.

**17. Coordination With Gas Company:**

The Contractor shall be required to notify the gas company(ies), in writing, at least two (2) weeks prior to the start of final paving in order to allow companies to complete any unfinished gas work located within the area to be paved. Every effort shall be made to maintain gas service with minimum inconvenience to the public.

## III - TECHNICAL SECTION

### SECTION 6.01 - Trench Crossings; Support And Protection Of Gas Facilities And Services.

1. Description:

Under this section, the Contractor shall provide all labor, materials, equipment, and incidentals required to

support and/or protect the integrity of gas mains, services and appurtenances of any sizes, configurations, and operating pressures crossing trench excavations above subgrade for planned construction of sewers and water mains facilities. A gas service shall be defined as a gas pipe of three (3) inches in diameter or less branching from the main to a customer pick up point or property valve box. A gas main may be any size pipe that is part of a distribution or transmission network other than services described above. Crossings shall be defined as gas facilities spanning the width of excavation (one side to the other side). These crossings may be at various angles and depth as shown on "Gas Cost Sharing Work Standard Sketches Nos. 1 and 1A", and as specified in "General Provisions; Gas Cost Sharing Work Paragraph No. 13" and, at the locations shown or listed in contract documents. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with contract specifications, plans, and at the directions of the Resident Engineer in consultation with the authorized representatives of the facility operator.

2. Method Of Construction:

A. Protection: In general, the gas facilities shall be protected as required by New York State Industrial Code 753. In particular, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the gas facilities (marked out by facility operators) and to ascertain the clearances and cover of the facilities with respect to the proposed excavation. Upon exposing the affected facilities sufficiently, at the discretion of the Resident Engineer, to ascertain the foregoing, Contractor shall be permitted to proceed with a combination of hand and machine excavation, as appropriate, outside a zone of protection whose limit shall be defined as a perimeter located twelve (12) inches from the outside face of each gas facility crossings (See "Gas Cost Sharing Work Standard Sketch No. 2"). If the facilities are in direct interference with City work, meaning that "Minimum Clearances" described in "General Provisions; Gas Cost Sharing Work Paragraph No. 8" cannot be maintained, and excavation has to be temporarily or permanently abandoned then this particular location shall become a test pit and dealt with as specified in Section 6.07, and "General Provisions; Gas Cost Sharing Work Paragraphs Nos. 2 and 8".

B. Support: Gas mains or services crossing excavations equal or less than four (4) feet wide are generally self supporting, unless field conditions as determined by the Resident Engineer require otherwise. The support requirements for gas mains and services crossing excavations greater than four (4) feet wide shall be as shown on the attached "Gas Cost Sharing Work Standard Sketch No. 1" and Contractor shall use sheeting methods that permit the maintenance of gas facilities in their existing locations and configurations. Alternate methods equivalent to those shown on the sketch or accommodations by the facility operator proposed by the Contractor in order to facilitate the execution of the specified work shall be allowable, provided that prior approval is obtained by the Contractor from the Engineer and the facility operator. The support and protection of gas facilities crossings shown on plans, drawings, listings or otherwise identified in this contract shall not be circumvented with the issuance of so called "order outs".

3. Method Of Measurement:

The Contractor shall be paid for supporting and/or protecting gas facilities crossing trench excavations under the appropriate bid items covered by this section. The Contractor shall be directly responsible to the facility operator for the total cost of using any alternate method requiring the use of resources owned by the facility operator. Regardless of the method used, the City shall pay the bid price for the appropriate support and/or protect item of work. The average rate charged by the facility operator for alternate support and protection work such as, disconnecting and reconnecting gas services is listed in attached "Schedule GCS-A".

4. Payment Restrictions:

These items shall not be paid for: gas services crossing unsheeted water main trench excavation; abandoned gas main/services identified by facility operator; gas mains/services crossing trench excavations for fire hydrant branch connections pipes, catch basins and/or chutes (sewer drain pipe), house sewer and/or water services; gas facilities encroaching any face of excavation for sewer and/or

water construction, all of which are covered under other contract sections. Also this item shall not be paid for new gas mains and services crossing water trenches when trenching for such new facilities has been performed by the Contractor in common with trench excavation for City work (overlapping trench limits). The cost of supporting and protecting such gas facilities crossings shall be deemed included in the cost of trench excavation for the new gas facilities. This payment restriction shall apply even if such common trench gas excavation is not part of the contract. The prices bid for items covered by this section represent full compensation to Contractor to completely perform the work described. No other bid items shall be combined with these items in order to pay for gas main and/or services crossing excavations specified herein.

5. Method Of Payment:

Each (Ea.) gas facility crossing trench excavation as described in these specifications shall be counted for payment.

6. Price To Cover:

The cost of timber/steel supports installed for gas facilities shall be included in the bid price. The bid price for each crossing shall also cover all additional supervision, labor, material (except those provided by the facility operator), equipment and insurance necessary to completely maintain the gas facilities without disruption of service to the customers and in accordance with contract plans, specifications and facility operator standards. The price shall also include: changes of method of operations; sheeting modifications where necessary to accommodate the gas facilities crossings; installation and removal of water pipe under gas facilities (so called "snaking"); extra care during excavation (including hand excavation under existing single and multiple gas facilities); extra backfilling and compaction around, over and under gas facilities; installation and removal of sheeting around gas facilities; associated maintenance and protection of traffic; barricades; and traffic plates that may be required to temporarily close and/or complete the work.

## SECTION 6.02 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Gas Interferences.

1. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance, and incidentals for the extra excavation associated with the installation of catch basin sewer drain pipes (chute) under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents and also, for the support and protection of these facilities during associated excavation and backfill operations. The gas company operating in the area, (facility operator), owns these facilities.

2. Method Of Measurement:

The bid price shall be per location (Each) where extra excavation is required when catch basin sewer drain pipes are installed at an upstream invert depth lower than four (4) feet (up to a maximum of six (6) feet) from the proposed pavement grade because the bottom faces of interfering gas mains and appurtenances are located at a depth greater than three (3) foot eight (8) inches from proposed pavement surface (See "Gas Cost Sharing Work Standard Sketch No. 4").

3. Method Of Construction:

Incremental cost responsibility for chute excavation is determined by the first private facility encountered starting from catch basin structure proper and that prevents the installation of the chute connection at an upstream cover less than or equal to three (3) feet or any other minimum cover required to avoid City facilities (e.g. water, sewer, etc.) as directed by the Resident Engineer.

4. Payment Restrictions:

This item shall not apply and related bid item shall not be paid in cases where:

A. Upstream invert chute is more than six (6) feet deep because of gas facilities.

B. Chute cannot be installed above existing gas facilities because of interferences with other private facilities that are not otherwise covered under this contract, regardless of upstream invert depth.

The above cases shall be at no cost to the City, but shall be a matter of adjustment between the Contractor and the facility operator(s).

5. Price To Cover:

The bid price shall cover the additional cost of all additional supervision, labor, materials, equipment and insurance, to complete the installation of catch basins and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities; backfilling and all other items necessary to perform all work incidental thereto including: installation and removal of drain pipe under gas facilities ("snaking"); widening of trenches to facilitate the above work; subsequent additional backfill and pavement restoration; modifying precast catch basin window to accommodate connection; changing sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to temporarily close and/or complete the work. The price shall not include removal of ledge rock and/or excavation of boulders in open cut.

## SECTION 6.02.1 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Upstream Inverts Greater Than Six (6) Feet.

1. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance and incidentals for the extra excavation of catch basin chutes where the upstream invert is greater than six (6) feet under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents or as determined by field conditions and also, for the support and protection of these facilities during the associated excavation, sheeting and backfilling operations.

2. Method Of Measurement:

The bid price shall be per location (Each) where extra excavation and sheeting is required when the catch basin chute installed at an upstream invert depth lower than six (6) feet from the proposed pavement grade because the bottom faces of the interfering gas mains and appurtenances are located at a greater depth than three foot eight inches from the proposed pavement surface only.

3. Method Of Construction:

Incremental cost responsibility for chute excavation is determined by the first private facility encountered during such excavation when initiated from catch basin structure and that prevents the installation of the chute at an upstream cover less than or equal to three (3) feet or any other cover required to avoid City facilities as directed by the Resident Engineer.

4. Payment Restriction:

This item shall not apply and related bid item shall not be paid in cases where:
Upstream invert chute is less than or equal to six (6) feet deep because of gas facilities. Section 6.02 shall be paid.

5. Price To Cover:

The bid price shall cover the additional cost of all supervision, labor, materials, equipment and insurance to complete the installation of catch basin and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities incidental thereto; widening of trenches to facilitate the above work; subsequent additional backfilling and pavement restoration; modifying pre-cast basin window to accommodate connection; the installation of catch basin with deeper sumps as specified; additional sheeting and changes in sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to temporarily close and/or complete the work.

## SECTION 6.03 - Removal Of Abandoned Gas Facilities. All Sizes.

1. Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services, or appurtenances thereof, located within the street shown on the contract plans, owned by gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work.

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any resulting from this choice shall be a matter of adjustment between the Contractor and facility operator only, and at no cost to the City.

3. Restrictions:

The facility operator shall be solely responsible for its contaminated gas facilities, surrounding contaminated soil and their disposal and abatement procedures, unless contract bid items are applicable and provided for such work. In such cases, the quantity removed shall be charged to EP-7 bid item "UTL- GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" at the City bid prices.

4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment, and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, support and protection of such properties. The price shall also cover breaking, cutting, and/or burning of abandoned gas pipes and their disposal from the site; sealing open ends remaining in the excavation with concrete or caps (caps to be provided by the facility operator) and backfilling of the area where the pipeline has been removed with clean backfill. The price shall also include any required dump charges. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and restoration associated with abandoned gas facilities removal, all of which are covered under Section 6.06.

## SECTION 6.03.1 - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For National Grid Work Only)

1. Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services or appurtenances thereof, located within the street shown on the contract plans, owned by the gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap and so, may require special handling and disposal methods as specified in National Grid Standard Operating Procedure 12-2, Coal Tar Wrap Handling and 12NYCRR56.

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, the Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, the facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost to the City contract. Should such investigation result in the determination that the abandoned gas facilities do not contain Coal Tar Wrap then the removal of said facilities shall be covered under separate item (See Section 6.03).

3. Requirements:

The City Contractor shall excavate abandoned gas facility sufficiently, either in its entirety, or at locations determined by Contractor to allow the removal of Coal Tar Wrap (if present on the abandoned gas facility) and to facilitate the safe extraction of manageable lengths of abandoned pipe without damage to adjacent facilities, utilities or City structures either parallel to or crossing above or below abandoned gas facility. The Contractor is to allow access to the designated cutting points within the Contractor's trench by authorized National Grid personnel who will remove the Coal Tar Wrap as per National Grid procedures. This work by National Grid personnel shall be performed in a timely fashion and shall not unduly impede the Contractor's progress and/or productivity. Upon completion of the coating removal, the Contractor shall be allowed to cut, burn or grind the gas facility and remove the section of abandoned pipe. The

Contractor at a site designated by the Contractor shall stockpile the removed pipe. The facility operator will be responsible to provide trucking and disposal services with its own personnel and shall remove the stockpiled pipes during off hours or during such time as agreed to by the Contractor. Since the pipe removed will remain the property of the facility operator and is to be disposed of by the facility operator, the facility operator shall be responsible for any required notifications, filings, dump charges and incidentals associated with the disposal of abandoned gas facilities found to contain Coal Tar Wrap.

4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, the support and protection of such properties. The cost shall also include hand excavation in the area(s) of proposed abandoned pipe cut(s), cutting and/or burning of abandoned gas pipes and stockpile of removed sections of abandoned pipe and associated maintenance and protection of traffic, blocking and temporary fencing if required. The unit price shall also cover sealing open ends remaining in the excavation with concrete or end caps (end caps to be provided by the facility operator) and backfilling of the area where the abandoned pipeline has been removed with clean backfill material. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and/or restoration (temporary and permanent) associated with abandoned pipe removal ("lost trench"), all of which are covered under separate Section 6.06. The price shall also include allowance for any loss of productivity by the Contractor due to required facility operator work to remove pipe coating and prepare pipe for cutting as well as any change in Contractor's excavation method, additional trucking and/or stockpiling costs.

## SECTION 6.03.1a - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For Con Edison Work Only)

1. Description:

Under this section the Contractor shall provide all labor, material, equipment, insurance and, incidentals required to prepare abandoned gas mains, services and appurtenances thereof located within the street shown on contract plans, owned by the gas company operating in the project area (facility operator), for removal due to interference with proposed City work. These abandoned gas facilities were, at one time, used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural, manufactured or a combination of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distribution or furnishing of gas in enclosed containers. Such preparation for removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap which may contain asbestos or PCB's and so, may require special handling and disposal methods as specified in Con Edison - ASBESTOS MANAGEMENT MANUAL, CHAPTER 6 - ASBESTOS WORK PROCEDURES, SECTION 06.04 - COAL TAR WRAP REMOVAL. For under 25' (feet) in length and an approved NYC-DEP variance for over 25' (feet).

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas Facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility

operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities. However, the facility operator may prefer to make this test during performance of City work in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost the City contract. Should such investigation result in the determination that the abandoned gas facilities do not contain Coal Tar Warp then the removal of said facilities shall be covered under separate item (See Section 6.03).

3. Requirements:

The Contractor shall excavate abandoned gas facility sufficiently, either in 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.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment and insurance necessary to complete this work in accordance with the plans and specifications, including, but not limited to, excavation by hand around and under other City and facility operator owned properties and, where necessary, the support and protection of such properties. The cost shall also include hand excavation in the area(s) of proposed abandoned pipe cut(s), cutting and/or burning of abandoned gas pipes and stockpile of removed sections of abandoned pipe and associated maintenance of traffic, blocking and temporary fencing if required. The unit price shall also cover sealing open ends remaining in the excavation with concrete or end caps (end caps to be supplied by facility operator) and backfilling of the area where the abandoned pipeline has been removed with clean backfill material. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and/or restoration (temporary and permanent) associated with abandoned pipe removal ("lost trench"), all of which are covered under separate Section 6.06. The price shall also include allowance for any loss of productivity by the Contractor due to required facility operator work to remove pipe coating and prepare pipe for cutting as well as any change in Contractor excavation method, additional trucking and/or stockpiling costs.

## SECTION 6.04 - Adjust Hardware To Grade Using Spacer Rings/Adaptors. (Street Repaving.)

1. Description:

Under this section, the Contractor shall provide all labor, supervision, materials, equipment, insurance and incidentals required to adjust to final grade gas street surface hardware located within the contract area boundaries shown on the plans. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in concurrence with authorized representative of the facility operator.

2. Materials:

The facility operator shall furnish and deliver all prefabricated hardware parts required. These include adaptors for the grade adjustment proper and new street hardware if existing ones are found to be defective, all in accordance with the facility operator standards and City rules and regulations. The Contractor shall notify the facility operator of the installation schedule at least three (3) business days before materials are required on the site. Should the facility operator fail to deliver the necessary material according to any schedule mutually agreed upon by the Contractor and facility operator, the City shall not be responsible for any delays attributable thereto, nor for the failure of delivery of such materials. On project where material storage is not permitted on site, the facility operator shall deliver the required material to the Contractor's yard and it shall be the Contractor's responsibility to transport the material to the work site when needed for installation. It shall also be the Contractor's responsibility to inspect the materials to be installed by him immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional expense to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

3. Method Of Measurement:

The Contractor shall be paid for each six (6) inch round box and/or nine (9) inch square box adjusted to grade regardless of adjustment height requirements.

4. Price To Cover:

The unit price bid for this item shall include all additional labor, supervision, insurance, equipment and, material (except those to be provided by the facility operator), required to adjust each box to grade as required in the contract plans and specifications. The bid price shall also include the removal of existing frames and covers from existing facilities to be salvaged and returned to the facility operator and, all material transportation from the Contractor's material storage yard to the work site. In addition the bid price shall include "chipping" around existing box using appropriate means and methods where grinding is required.

## SECTION 6.05 - Adjust Hardware To Grade By Resetting. (Road Reconstruction.)

1. Description:

Under this item, the Contractor shall provide all labor, supervision, materials, equipment, insurance and incidentals required to adjust to the proposed grade gas street surface hardware located within the contract area boundaries shown on the plans. The gas company operating in the area, (facility operator), owns these facilities. The work shall consist of either building up or lowering or resetting the casting by removing the existing frame and cover building up or decreasing the existing installation, replacing the frame and/or cover if damaged or worn out, as determined by the Resident Engineer, with a new frame and/or cover furnished by the owner, and setting the frame and cover to new elevation. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer.

2. Materials:

The facility operator shall furnish and deliver all new hardware parts required. The Contractor shall furnish materials such as mortar, bricks and concrete in compliance with contract requirements. At locations where high-early strength concrete is required under this contract to be placed adjacent to gas facilities, then the requirement for concrete shall be high-early strength complying with the current New York State Department of Transportation, Standard Specifications for Class F concrete. Existing castings may be replaced as required and deemed necessary by the Engineer and by City rules and regulations. The Contractor shall install the new castings of various sizes furnished by the facility operator. The Contractor shall notify the facility operator of the installation schedule at least three (3) business days before materials are required on the site and, shall provide off-loading services to the facility operator. Should the facility operator fail to deliver the necessary material according to any schedule mutually agreed upon by the Contractor and facility operator, the City shall not be responsible for any delays attributable thereto, nor for the failure of delivery of such materials. Such delays shall be a matter of adjustment between the Contractor and the facility operator. On project where material storage is not permitted on site, the facility operator shall deliver the required material to the Contractor's yard and it shall be the Contractor's responsibility to transport the material to the work site when needed for installation. It shall also be the Contractor's responsibility to inspect the materials to be installed by him, immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional expense to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

3. Methods Of Construction:

The Contractor shall remove and reinstall existing castings or install new castings to the proposed grade. Setting and resetting the castings shall be done with mortar and brick according to the standards of the facility operator. Work shall be performed in a workmanlike manner. Castings that are deemed unacceptable for resetting shall remain the property of the facility operator and he shall be responsible for their removal and proper disposal from site. No traffic shall be allowed on adjusted street hardware until permitted by the Engineer.

4. Method Of Measurement:

The Contractor shall be paid for each gas hardware adjusted to grade regardless of size or adjustment height requirements (up or down).

5. Price To Cover:

The unit price bid for this item shall include all additional labor, supervision, insurance, equipment and, material (except those to be provided by the facility operator), required to adjust each gas hardware to grade as required in the contract plans and specifications. The bid price shall also include the removal of existing frames and covers from existing facilities; building up the existing installations with bricks and mortar, or lowering the existing installation by removing bricks and mortar; replacing damaged frames and/or covers with new frames and/or covers furnished by the facility operator; setting the frames and covers to the new elevations; protect existing installations; repair minor structural damages to existing installations prior to resetting frames; unloading of furnished castings at the Contractor's yard and transporting castings from the Contractor's yard to the job site as required; completing the work in accordance with the contract plans, specifications and, at the directions of the Engineer. In addition the bid price shall include "chipping" around existing gas facilities using appropriate means and methods where grinding is required.

## SECTION 6.06 - Special Care Excavation And Backfilling.

1. Description:

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to support and protect the integrity of live gas facilities including mains, services, related structures

and appurtenances during excavations. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in consultation with authorized representatives of the facility operator.

2. Applicability Of Section:

This section shall apply to live gas facilities of various sizes located within two (2) feet of any face of unsheeted excavation, (unsheeted excavation refers to any excavation performed for city work and includes excavations performed that are to be subsequently sheeted using approved methods) and paralleling or, encroaching any face of excavation. Also, for crossings greater than forty-five (45) degrees and/or located at a cover depth greater than five (5) feet from existing street surface. Parallel facilities are not exposed at any time during excavation (See "Gas Cost Sharing Work Standard Sketch No. 5"). Encroaching facilities are partially exposed inside the limit of excavation (See "Gas Cost Sharing Work Standard Sketch No. 5"). This section shall also apply to gas facilities crossing catch basins excavation, and catch basins sewer connections (chutes) trench excavation only when extra depth (covered in other section), is not required for chutes installations because of such utilities interferences (See "Gas Cost Sharing Work Standard Sketch No. 3"). This section shall also apply to gas services (if shown or otherwise listed in contract documents) crossing unsheeted excavations for water mains, gas facilities crossing fire hydrant branch connections, house sewer and/or water service connections excavations. This section shall also apply for so called "loss trench", as described further, and for additional excavation (pavement and/or soil), backfilling, compaction, roadway base and pavement restoration due to abandoned gas facilities, only if removed by Contractor. If operating status of gas facilities cannot be determined prior to excavation then such facilities shall be considered live and this section shall fully apply. The excavation around fully exposed live gas facilities along and within limits of excavation (not crossings) shall be covered by this section also (not shown on "Gas Cost Sharing Work Standard Sketch No. 5"), however the support requirement, if any is required, of such facilities is beyond the scope of these specifications and therefore shall be the responsibility of facility operator to determine and prescribe, at no cost to the City contract, but shall be a matter of adjustment between the Contractor and facility operator.

3. Payment Restriction:

No special care excavation shall be paid for abandoned gas facilities paralleling and/or encroaching excavation and therefore are not in direct interference with City work. Except as allowed in this section, the bid item specified under this section shall not be used in combination with items covered under other sections for work done due to a particular gas facility. This item shall not be paid for new gas facilities when trenching for such new facilities has been performed by the Contractor of record in common with trench excavation for City Work (overlapping trench limits). The cost of excavating with care as defined in this section shall be deemed included in the cost of trench excavation for the new gas facilities. This restriction shall apply even if such gas common trench excavation is not part of the contract. If facilities are in direct interference with City work, meaning that "Minimum Clearances" described in "General Provisions; Gas Cost Sharing Work Paragraph No. 8" cannot be maintained and excavation has to be temporarily or permanently abandoned then this particular location shall become a test pit and dealt with as specified in Section 6.07 and "General Provisions; Gas Cost Sharing Work Paragraphs Nos. 2 and 8".

4. Method Of Construction:

All excavation in the vicinity of gas facilities shall be as required by NYS Industrial Code 753. Where these facilities are paralleling and located two (2) feet or less from the limits of the proposed excavation, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) to ascertain the clearances of these facilities with respect to the proposed excavation. Once the location of these facilities with respect to the proposed excavation is verified to the satisfaction of the Resident Engineer, the Contractor shall then proceed with a combination of hand and machine excavation as required preserving the integrity of the facilities. The installation of timber supports or underpinning, when soil foundation cannot fully support partially exposed pipes, may be required to prevent pipe movement as directed by the Resident Engineer.

5. Method Of Payment:

The unit price for this work item shall be based on cubic yard (CY) of average excavation with care and, is to be considered as an incremental cost for performing City work with gas facilities interferences.

6. Method Of Measurement:

A. For Paralleling Facilities: Volume calculated as: Depth as measured from existing street surface to the bottom of unsheeted trench excavation allowable by OSHA regulations, multiplied by, the width measured as one (1) foot from the face of excavation toward the center of excavation, multiplied by the length of parallel facility, divided by twenty-seven (27) cubic feet per cubic yard (See "Gas Cost Sharing Work Standard Sketch No. 5"). The gas facility is no longer considered to be in interference once sheeting has been installed, therefore no further compensation for paralleling facilities as described above will be made.

B. For Encroaching Facilities: Volume calculated as: Depth of trench as allowable by OSHA, maximum up to five (5) feet multiplied by, the width of partially exposed pipe plus one (1) foot, multiplied by the length of facility encroachment, divided by twenty-seven (27) cubic feet per cubic yard (See "Gas Cost Sharing Work Standard Sketch No. 5").

C. Fully Exposed Gas Facilities: (Not shown on "Gas Cost Sharing Work Standard Sketch No. 5") along and inside trench and/or crossing trench at an angle greater than forty-five (45) degrees and/or a cover depth greater than five (5) feet from the existing street surface. The volume shall be measured as the depth of trench excavation multiplied by the distance measured along the sheeting line between two (2) points of intersections of the gas facilities and the sides of trench excavation, multiplied by the width of trench excavation.

D. For Additional Excavation And Restoration Due To So Called "Loss Trench", When The Integrity Of Pavement And Soil Above And Around Existing Live Gas Facilities Cannot Be Maintained Due To Its Lack Of Cohesiveness: Volume shall be calculated as: Depth of unsheeted trench excavation multiplied by width measured as distance of facility from closest edge of unsheeted excavation plus, width of facility proper plus, one (1) foot or a maximum width of three (3) feet multiplied by length of facility fully exposed divided by, twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").

E. For Facilities Crossing Excavation For Catch Basins, Or Chutes Installations (When NYCDEP Funded) Or Fire Hydrant Branch Connections, Or Unsheeted Water Main Trench, Or House Sewer And/Or Water Services: Volume calculated as: Depth as measured from existing street surface to the bottom of the trench excavation multiplied by, the width taken as the outside diameter of pipe or the width of structure plus one (1) foot on either side (two (2) feet), multiplied by, the length of exposed facility crossing the trench, divided by twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").

Overlapping volume dimensions measured as described above may occur when multiple facilities are paralleling excavations, encroaching excavations or crossing catch basins and catch basin chute installations. In such cases, all such facilities shall be counted as one limited by the extreme pipes, faces (See "Gas Cost Sharing Work Standard Sketch No. 2"). The volume shall then be calculated as described above.

7. Price To Cover:

The bid price shall also cover all additional supervision, labor, material, equipment and insurance necessary to excavate while protecting and maintaining (excluding supports for fully exposed live gas) gas facilities without disruption of service to the public and in accordance with contract specifications. The price shall also include, changes of sheeting method and excavation width configuration where necessary to accommodate gas facilities in their existing locations; difficulties during the installation of catch basins, chute connections, hydrant branch, and house sewer and water connections under or over gas facilities;

loss of productivity due to slower rate of excavation (special care) during excavation, including the use of such methods as: hand excavation around existing single and multiple facilities, extra excavation and backfilling due to lost trench because of existing and adjacent gas facilities, compaction, removal of sheeting from the facilities, extra roadway base restoration and temporary pavement, associated maintenance and protection of traffic, barricades, and traffic plates that may be required to temporarily close and/or complete the work.

## SECTION 6.07 - Test Pits For Gas Facilities.

1. Description:

Under this section, the Contractor shall furnish all labor, materials, insurance, equipment and appliances necessary to excavate, sheet and, maintain test pits at locations approved by the Resident Engineer in consultation with the facility operator. Test pits shall be dug in order to ascertain exact locations, cover and invert elevations, clearances, alignment and operating status (live or dead) of existing gas facilities. The Contractor shall inspect jointly with the Resident Engineer and facility operator, gas facilities and other structures uncovered, take all relevant measurements and elevations as directed by the Resident Engineer. Tests to determine operating status of gas facilities shall be performed by facility operator. The pits shall be covered with steel plates during daytime nonworking hours, and uncovered, as required, until the inspection work is completed. Testing of gas facilities may require a maximum of four (4) hours. Then, the pits shall be backfilled with clean fill, and resurfaced with temporary pavement. All traffic shall be maintained and all safety measures as stipulated shall be complied with.

2. Methods Of Construction:

A. Excavation: Existing pavement to be removed shall be neatly cut along lines of removal with a saw or other approved equipment which leaves a neat straight joint line along the juncture with subsequently replaced pavement. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. Use of hand operated pneumatic and electric jackhammers will be permitted only for breaking pavement and removal of masonry, concrete and boulders, or as otherwise directed by the Resident Engineer. The Contractor shall properly dispose of all materials excavated from test pits away from site. Test pits shall be excavated at locations shown on the contract drawings or as directed by the Resident Engineer. Additional test pits may be required and shall be excavated where required, as ordered by the Resident Engineer. All test pits shall be excavated to a depth and size necessary to locate the existing facilities. Sheeting shall be used when depth of excavation exceeds five (5) feet. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Codes requirements and as specified in contract, whichever is more stringent. Care shall be taken that no existing gas facilities or other structures are broken or damaged. All broken or damaged facilities shall be reported immediately to facility operator who shall decide whether such facilities shall be repaired or replaced by company forces or by City contractor and in conformance with "General Provisions; Gas Cost Sharing Work Paragraph No. 9". Contractor shall excavate all material encountered, including large masses of concrete, cemented masonry and boulders, as directed by the Resident Engineer. Any type of excavation protection used, shall satisfy the following:

   (a) Industrial Code Rule 753.
   (b) Prevent injury to workers and the public, and avoid damage to existing water, sewer, and gas pipes or other structures, and to pavements and their foundations, through caving or sliding of the banks of the excavation.

   Should it become necessary, as determined by the Resident Engineer, to enlarge any test pit in any dimension after sheeting has been placed, the Contractor shall remove portions of the sheeting, as necessary, enlarge the test pits as directed, and replace the sheeting without additional compensation for this work other than for the additional volume of material excavated.

B. Maintenance Of Test Pits: Excavated test pits shall be maintained free of debris and kept dry by the

Contractor in order to permit the inspection and measurements and to determine the locations of facilities. In order to accomplish this, Contractor shall, upon completion of excavation and placement of sheeting (if depth greater than five (5) feet), furnish and install adequate steel plates and posting over the excavated pits and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during nonworking hours. The Contractor shall then, at no additional cost, relocate such barricades, barrels, cones and other warning devices and remove steel plates, as and when directed by the Resident Engineer to facilitate the inspection of exposed facilities. When work is being performed and the pits are not covered with steel plates, the Contractor shall provide complete and safe access to the test pits as may be required, and he shall provide construction barricades and maintain traffic at all times as shown or as directed by the Resident Engineer. Upon completion of test pit inspection by the Resident Engineer, the pit shall be backfilled by the Contractor as specified in contract, except that backfill material shall conform to contract specifications for such purpose.

C. Pavement And Sidewalk Restoration: After backfilling is completed, the Contractor shall construct a temporary pavement consisting of a minimum of four (4) inches thick asphaltic concrete mixture in roadway areas or a two (2) inches thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent pavement and sidewalk replacement is constructed as specified in contract.

3. Measurements:

The quantity to be measured for payment shall be the number of cubic yards of material removed from within the limits of the pit dimensions as directed by the Resident Engineer. The volume occupied by existing pipes or other structures remaining within the maximum payment lines will not be deducted from the total volume measured except, where the cross sectional area of these facilities exceeds four (4) square feet. As determined by the Resident Engineer, the quantity measured for payment may be proportionate to a fair and reasonable estimate of gas responsibility in the total volume excavated.

4. Price To Cover:

The contract price bid per cubic yard for test pits shall cover all additional costs of labor, material, insurance, equipment, appliances and incidentals required to excavate test pits, including removal and disposal of excavated materials, sheeting, steel plating, backfill, compaction and temporary pavement and sidewalk restoration all in accordance with the specifications and as directed by the Resident Engineer. The price shall also include the cost of providing safe access to the excavation by facility operator for the performance of certain test to determine operating status of gas facilities prior to City work. The price shall also include support and protection of all gas facilities crossing excavation, paralleling and/or encroaching any face of excavation.

## SECTION 6.08 - "NO TEXT"

## SECTION 6.09 - Trench Excavation and Backfill for New Gas Mains and Services (For National Grid Work Only)

1. Description:

Under this section, the contractor shall furnish all labor, materials, equipment, insurance, permits and incidentals required to break/remove roadway and sidewalk pavement, excavate, backfill and restore gas trenches. The trench to be excavated shall be determined by the size of the gas facility to be installed. The work shall be performed in accordance with applicable specifications, and/or at the direction of the Resident Engineer in consultation with the facility operator.

2. Materials:

All materials used to excavate and prepare trenches shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer.

3. Method of Construction:

Excavation – The Contractor shall saw cut and/or break and remove existing roadway which may include but is not limited to, asphalt, concrete and cobblestone, utilizing approved equipment that leaves a neat straight joint line along the juncture with subsequently replaced pavement. Prior to starting the trenching operation, the contractor shall excavate the appropriate gas main tie-in pits at the extremities of the gas main sections to be replaced. Test pits shall be excavated to determine exact location of all tie-in pits and at appropriate intervals along proposed trench excavation to verify lane and clearances as shown on the contract plans. The tie-in pits shall be adequately protected by the contractor using wood fencing or steel traffic plates until such time when the facility operator has completed the tie-in work. The Contractor shall be permitted to excavate utilizing a combination of machine and hand excavation, as field conditions warrant, and as directed by the facility operator. The trench shall be adjusted so as to provide for a nominal cover on the new gas facilities or as required based on field conditions, applicable specifications, or as directed by the facility operator in consultation with the Resident Engineer. The width of the trench shall be as directed by the facility operator in consultation of the Resident Engineer. The bottom of the trench shall be graded smooth with a minimum cushion of 3 inches of clean sand and in conformance with applicable specification and be compacted, to minimize initial settlement and to avoid "point" support of new gas facilities. All stones projecting into the trench bottom shall be removed, and the voids backfilled before the new gas facilities are installed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. The contractor shall properly dispose of all materials excavated away from site. Size and location of excavation shall be as directed by the facility operator in consultation with the Resident Engineer. Trenches shall be excavated to a depth and size necessary to facilitate the installation of the new gas facility and in conformance with the applicable specification. All existing facilities that are encountered during trench excavating shall be protected in a manner suitable to the facility operator in consultation with the Resident Engineer. Tight sheeting shall be used, as required, based on field conditions and/or when the depth of excavation is equal to or greater than five feet. Skeleton type sheeting will not be permitted. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Code requirements and in compliance with applicable specifications and/or as directed by the facility operator in consultation with the Resident Engineer. Care shall be taken that no existing gas facilities or other structures are broken or damaged. Contractor shall excavate all material encountered necessary to facilitate the installation of the new gas facilities, and as directed by the facility operator. Care should be taken to avoid damage to existing utility facilities and structures, and to pavements and their foundations, and to avoid caving or sliding banks within the excavation.

Maintenance of Trench Excavation - Excavated trenches shall be maintained free of debris and kept dry by the contractor. In order to accomplish this, contractor shall, upon completion of excavation and placement of sheeting (as required and/or if depth is equal to or greater than five feet), furnish and install adequate steel plates, as directed by the facility operator in consultation with the Resident Engineer, and posting over the excavated trenches and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during non-working hours, as required based on DOT requirements. National Grid forces will perform all live gas main connections, dead gas main cut-outs, and/or service work associated with disconnecting and reconnecting from old to new gas main The Contractor shall then, at no additional cost, relocate such barricades barrels, cones and other warning devices and remove steel plates, as and when directed by the facility operator in consultation with the Resident Engineer to facilitate the installation of the new gas facilities. When work is being performed and the excavations are not covered with steel plates, the Contractor shall provide complete and safe access to the trench as may be required, and shall provide construction barricades and maintain traffic at all times as shown or as directed by the facility operator in consultation with the Resident Engineer. The contractor has the responsibility to maintain and set to grade all National Grid hardware during backfill and pavement restoration. Upon completion of installation of the new gas facility, the trench excavation shall be backfilled by the contractor in accordance with Contract requirements and all backfill material shall conform to contract

specifications for such purpose.

Pavement and Sidewalk Restoration - After backfilling is completed, the contractor shall install temporary pavement consisting of six inches (6") thick asphaltic concrete mixture in roadway areas or a two inches (2") thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent replacement as specified in contract. Permanent pavement restoration shall be as required by the appropriate contract specifications and as directed by the Resident Engineer.

4. Method of Measurement:

The quantity to be measured for payment shall be the number of cubic yards (C.Y.) of trench actually excavated, including roadway pavement, base and/or sidewalk concrete removed within the limits of the trench as directed by the Resident Engineer in consultation with the facility operator. The volume occupied by existing pipes or other structures will be deducted from the total volume measured as shown on contract drawing(s) Title: EP-7 SECT. 6.09 GAS SPECIALTY CONTRACTOR WORK, or as encountered based on existing field conditions.

5. Price to Cover:

The unit price bid per cubic yard for excavation shall include the cost of all supervision, labor, material, equipment, insurance and incidentals necessary to complete excavation trenches, including backfill, compaction testing and restoration of trenches and tie-ins pits as specified or shown on the contract, plans. The bid price shall also include the cost of coordinating the sewer and water main work to be performed by the contractor with the gas installation work to be performed by others. The price shall also include, associated maintenance of traffic, and traffic plates and openings and closings of plates as may be required in order to provide access to the facility operator during the new gas facility installation, and installing, removing and maintaining tight sheeting that may be required, cut, break and remove various thickness of surface and base pavement, excavate by hand, furnish, place and compact, in compliance with DOT requirements, clean sand backfill following installation of the gas facility. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price. The price shall also include the cost of providing temporary pavement restoration. Permanent pavement restoration shall be deemed included in this item, as required and as directed by the Resident Engineer.

## SECTION 6.09a Trench Excavation and Backfill for New Gas Mains and Services (For Con Edison Work Only)

1. Description:

Under this section, the contractor shall furnish all labor, materials, equipment, insurance, permits and incidentals required to break/remove roadway and sidewalk pavement, excavate, backfill and restore gas trenches. The trench to be excavated shall be determined by the size of the gas facility to be installed. The work shall be performed in accordance with applicable specifications, and/or at the direction of the Resident Engineer in consultation with the facility operator.

2. Materials:

All materials used to excavate and prepare trenches shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer. Clean sand backfill material shall be used and shall conform to Con Edison specification EO-1181-rev.6, General Specification for Backfilling of Trench and Small Openings.

3. Method of Construction:

Excavation – The Contractor shall saw cut and/or break and remove existing roadway which may include but is not limited to, asphalt, concrete and cobblestone, utilizing approved equipment that leaves a neat straight joint line along the juncture with subsequently replaced pavement. Prior to starting the trenching

operation, the contractor shall excavate the appropriate gas main tie-in pits at the extremities of the gas main sections to be replaced. Test pits shall be excavated to determine exact location of all tie-in pits and at appropriate intervals along proposed trench excavation to verify lane and clearances as shown on the contract plans. The tie-in pits shall be adequately protected by the contractor using wood fencing or steel traffic plates until such time when the facility operator has completed the tie-in work. The Contractor shall be permitted to excavate utilizing a combination of machine and hand excavation, as field conditions warrant, and as directed by the facility operator. The trench shall be adjusted so as to provide for a nominal cover on the new gas facilities or as required based on field conditions, applicable specifications, or as directed by the facility operator in consultation with the Resident Engineer. The width of the trench shall be as directed by the facility operator in consultation of the Resident Engineer. The width and depth of the trench shall conform to Con Edison Gas Operations drawing 309495 rev. 4, Trench Excavation for Gas Mains Up to 350 PSIG, or as directed by the facility operator in consultation of the Resident Engineer. The bottom of the trench shall be graded smooth with a minimum cushion of 3 inches of clean sand and in conformance with applicable specification and be compacted, to minimize initial settlement and to avoid "point" support of new gas facilities. All stones projecting into the trench bottom shall be removed, and the voids backfilled before the new gas facilities are installed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. The contractor shall properly dispose of all materials excavated away from site. Size and location of excavation shall be as directed by the facility operator in consultation with the Resident Engineer. Trenches shall be excavated to a depth and size necessary to facilitate the installation of the new gas facility and in conformance with the applicable specification. All existing facilities that are encountered during trench excavating shall be protected in a manner suitable to the facility operator in consultation with the Resident Engineer. Tight sheeting shall be used, as required, based on field conditions and/or when the depth of excavation is equal to or greater than five feet. Skeleton type sheeting will not be permitted. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Code requirements and in compliance with applicable specifications and/or as directed by the facility operator in consultation with the Resident Engineer. Care shall be taken that no existing gas facilities or other structures are broken or damaged. Contractor shall excavate all material encountered necessary to facilitate the installation of the new gas facilities, and as directed by the facility operator. Care should be taken to avoid damage to existing utility facilities and structures, and to pavements and their foundations, and to avoid caving or sliding banks within the excavation.

Maintenance of Trench Excavation - Excavated trenches shall be maintained free of debris and kept dry by the contractor. In order to accomplish this, contractor shall, upon completion of excavation and placement of sheeting (as required and/or if depth is equal to or greater than five feet), furnish and install adequate steel plates, as directed by the facility operator in consultation with the Resident Engineer, and posting over the excavated trenches and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during non-working hours, as required based on DOT requirements. Con Edison forces will perform all live gas main connections, dead gas main cut-outs, and/or service work associated with disconnecting and reconnecting from old to new gas main The Contractor shall then, at no additional cost, relocate such barricades barrels, cones and other warning devices and remove steel plates, as and when directed by the facility operator in consultation with the Resident Engineer to facilitate the installation of the new gas facilities. When work is being performed and the excavations are not covered with steel plates, the Contractor shall provide complete and safe access to the trench as may be required, and shall provide construction barricades and maintain traffic at all times as shown or as directed by the facility operator in consultation with the Resident Engineer. The contractor has the responsibility to maintain and set to grade all Con Edison hardware during backfill and pavement restoration. Upon completion of installation of the new gas facility, the trench excavation shall be backfilled by the contractor in accordance with Contract requirements and all backfill material shall conform to contract specifications for such purpose.

Pavement and Sidewalk Restoration - After backfilling is completed, the contractor shall install temporary pavement consisting of six inches (6") thick asphaltic concrete mixture in roadway areas or a two inches (2") thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent replacement as specified in contract. Permanent pavement restoration shall be as required by the appropriate contract specifications and as

directed by the Resident Engineer.

4. Method of Measurement:

The quantity to be measured for payment shall be the number of cubic yards (C.Y.) of trench actually excavated, including roadway pavement, base and/or sidewalk concrete removed within the limits of the trench as directed by the Resident Engineer in consultation with the facility operator. The volume occupied by existing pipes or other structures will be deducted from the total volume measured as shown on contract drawing(s) Title: EP-7 SECT. 6.09 GAS SPECIALTY CONTRACTOR WORK, or as encountered based on existing field conditions.

5. Price to Cover:

The unit price bid per cubic yard for excavation shall include the cost of all supervision, labor, material, equipment, insurance and incidentals necessary to complete excavation trenches, including backfill, compaction testing and restoration of trenches and tie-ins pits as specified or shown on the contract, plans. The bid price shall also include the cost of coordinating the sewer and water main work to be performed by the contractor with the gas installation work to be performed by others. The price shall also include, associated maintenance of traffic, and traffic plates and openings and closings of plates as may be required in order to provide access to the facility operator during the new gas facility installation, and installing, removing and maintaining tight sheeting that may be required, cut, break and remove various thickness of surface and base pavement, excavate by hand, furnish, place and compact, in compliance with DOT requirements, clean sand backfill following installation of the gas facility. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price. The price shall also include the cost of providing temporary pavement restoration. Permanent pavement restoration shall be deemed included in this item, as required and as directed by the Resident Engineer.

**GAS COST SHARING STANDARD SPECIFICATIONS**
**SCHEDULE GCS-A**

**Average rate charged by utility companies to Disconnect and Reconnect Gas Services:**

1. National Grid - $586.90 per Service/and Visit
2. Con Edison - $524.00 per Service/and Visit

## IV - STANDARD SKETCHES; GAS COST SHARING WORK

Hereinafter attached are the following Standard Sketches for Gas Cost Sharing Work:

Sketch No. 1 - Support Requirements For Gas Mains And Services Crossing Excavation Greater Than 4' - 0" Wide At Any Angle

Sketch No. 1A - Support Requirements For Gas Mains Over 16" Diameter Up To And Including 48" Diameter Crossing Excavation At Any Angle

Sketch No. 2 - Typical Methods Of Measurement For Gas Crossings

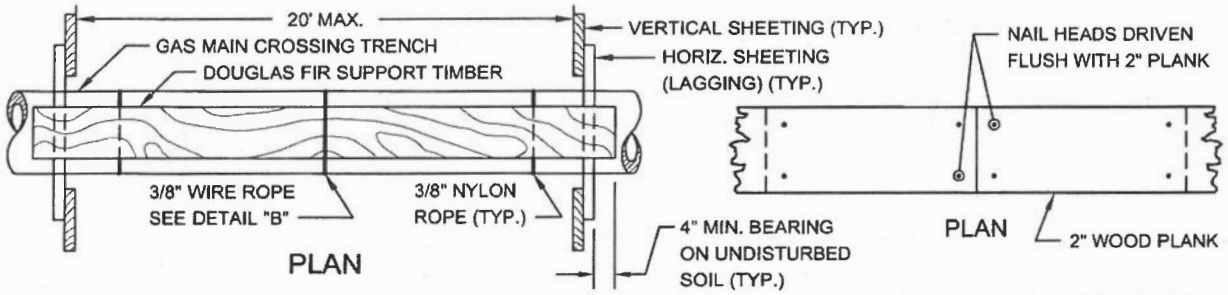
Sketch No. 3 - Utility Crossings During Catch Basin Chute Connection Pipe Installation

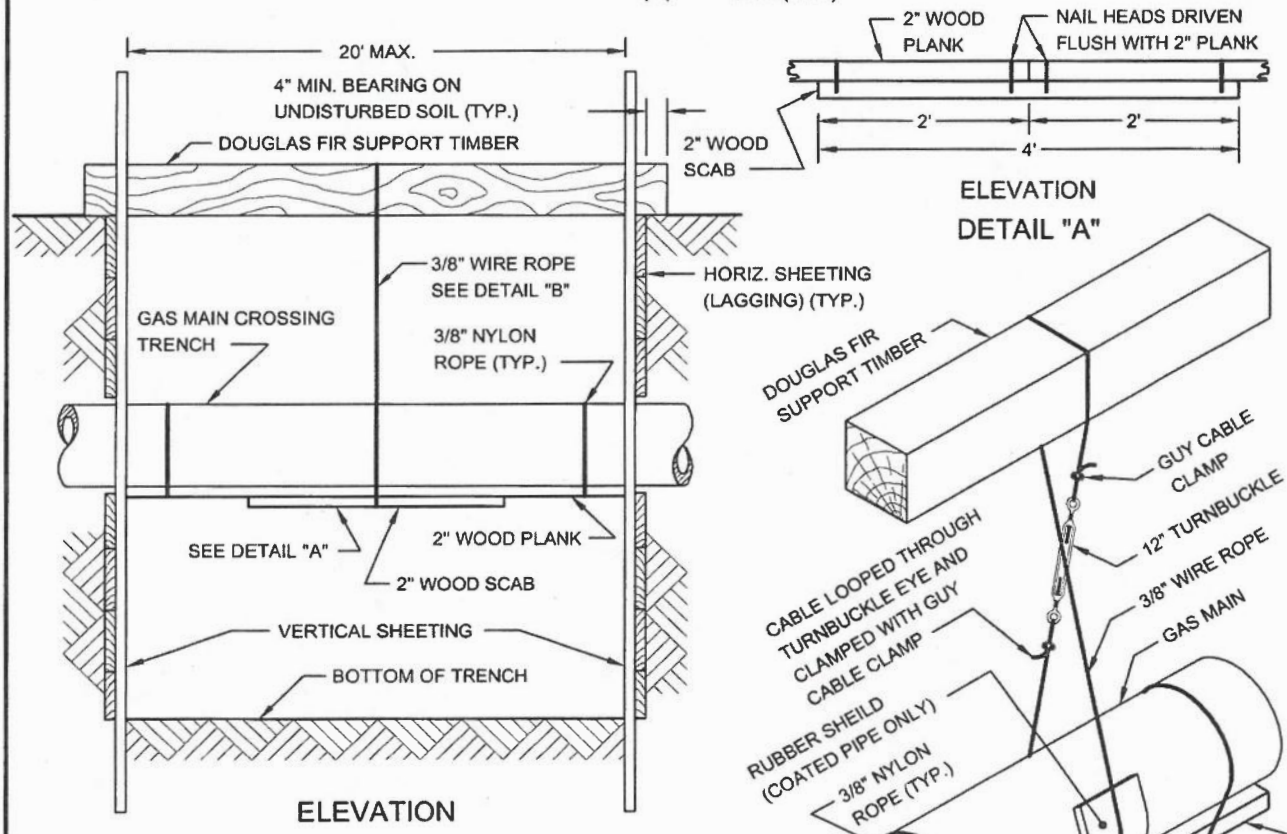
Sketch No. 4 - Utility Crossings During Catch Basin Chute Connection Pipe Installation (Extra Depth)

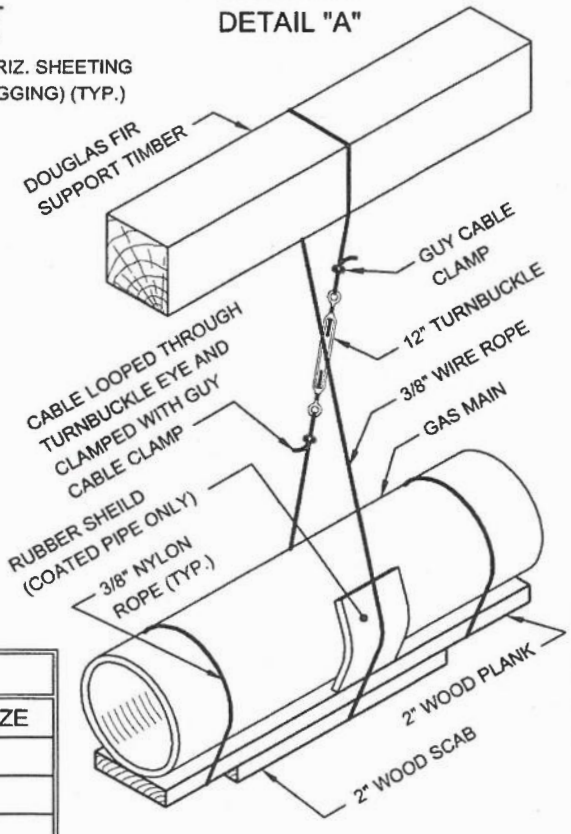
Sketch No. 5 - Gas Main Encroachment On And/Or Parallel To Excavation Of Unsheeted Trench

# GAS COST SHARING WORK (SKETCH NO. 1)

## SUPPORT REQUIREMENTS FOR GAS MAINS AND SERVICES CROSSING EXCAVATION GREATER THAN 4'-0" WIDE AT ANY ANGLE



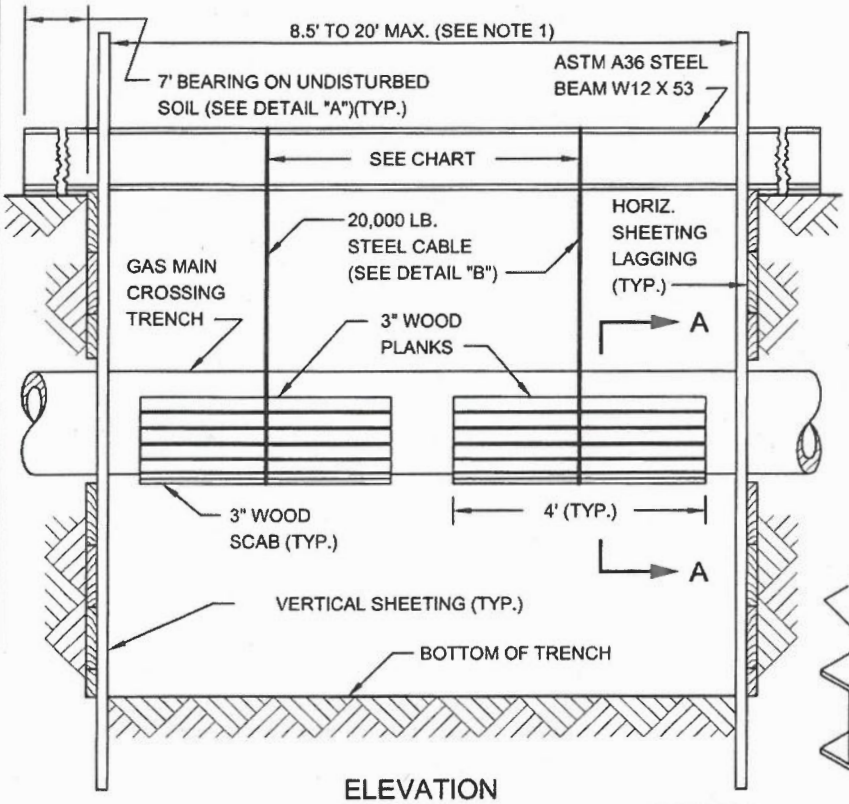




| CABLE SUPPORT | | TIMBER SUPPORT | |
|---|---|---|---|
| MAIN TYPE | SPACING | MAIN SIZE | TIMBER SIZE |
| CAST IRON | 4' O.C. MAX. | UP TO 6" | 6" X 6" |
| STEEL | 10' O.C. MAX. | 8" TO 10" | 8" X 8" |
| PLASTIC | 10' O.C. MAX. | 12" TO 16" | 10" X 10" |

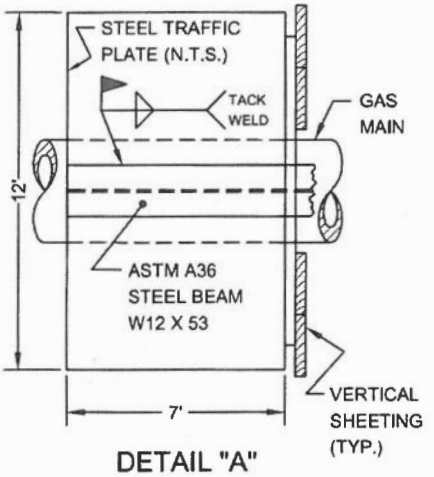
REVISED OCT. 2004 - L. ADRIEN
REVISED JUNE 1998 - J. WONG / W. PATALANO/P. MOY

# 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

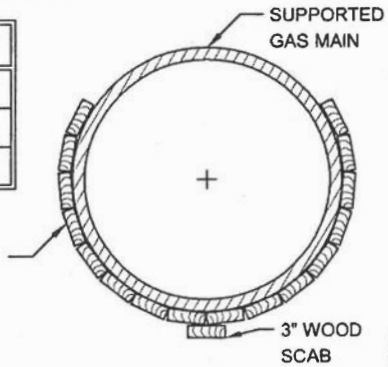



ELEVATION

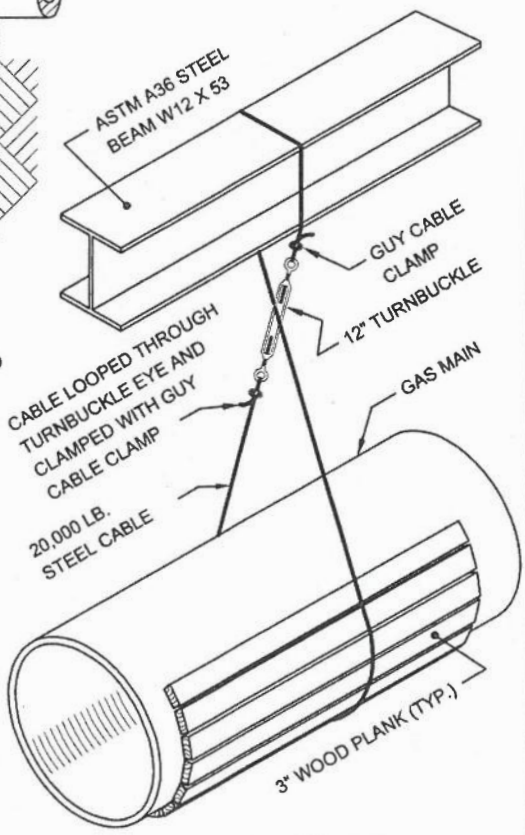



DETAIL "A"

| CABLE SUPPORT | |
|---|---|
| MAIN TYPE | SPACING |
| CAST IRON | 4' O.C. MAX. |
| STEEL | 10' O.C. MAX. |




SECTION A-A




DETAIL "B"

NOTES:

(1) NO SUPPORT IS REQUIRED FOR GAS MAINS OVER 16" DIA. UP TO AND INCLUDING 48" DIA. CROSSING TRENCHES LESS THAN 8.5' WIDE.

(2) UNDERMINE A MAXIMUM OF 8.5 L.F. OF CAST IRON GAS MAIN AT A TIME.

(3) SET STEEL CABLE OVER 3" WOOD PROTECTIVE PLANKS AND PLACE AN ADDITIONAL 3" SCAB ON THE BOTTOM OF THE GAS MAIN.

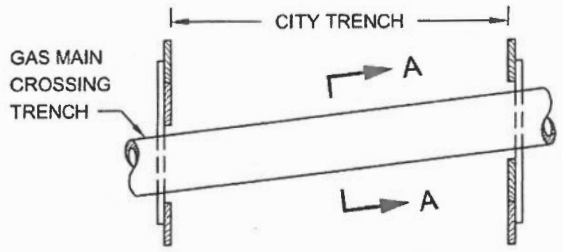
(4) ADJUST STEEL CABLE UNTIL DEAD WEIGHT OF THE UNDERMINED GAS MAIN HAS BEEN TAKEN UP BY THE OVERHEAD STEEL BEAM SUPPORT.

(5) ALL SUPPORTS AND STEEL CABLES CAN BE REOMVED ONLY AFTER THE REQUIRED BACKFILL (AROUND AND BELOW GAS MAIN) HAS BEEN COMPACTED IN ACCORDANCE WITH NEW YORK CITY STANDARDS AND AT THE DIRECTIONS OF THE ENGINEER.

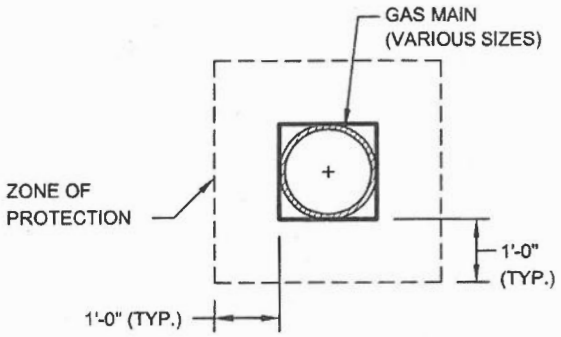
REVISED OCT. 2004 - J. ADRIEN
REVISED JUNE 1998 - J. WONG / W. PATALANO/P. MOY

# GAS COST SHARING WORK (SKETCH NO. 2)

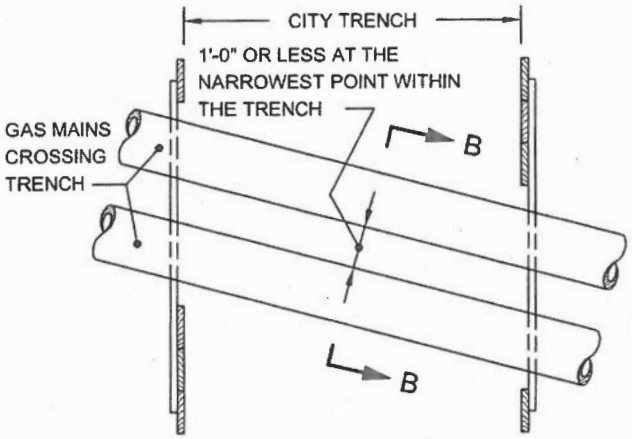
## TYPICAL METHODS OF MEASUREMENT FOR GAS CROSSINGS



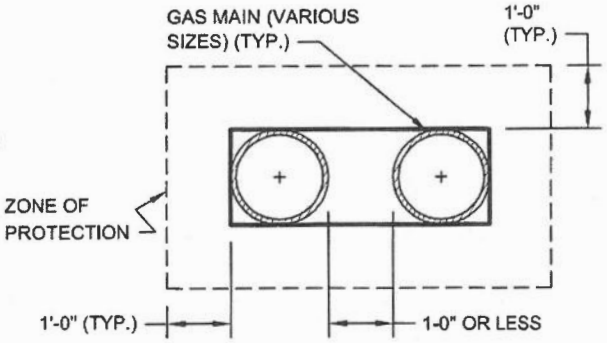

SINGLE FACILITY CROSSING



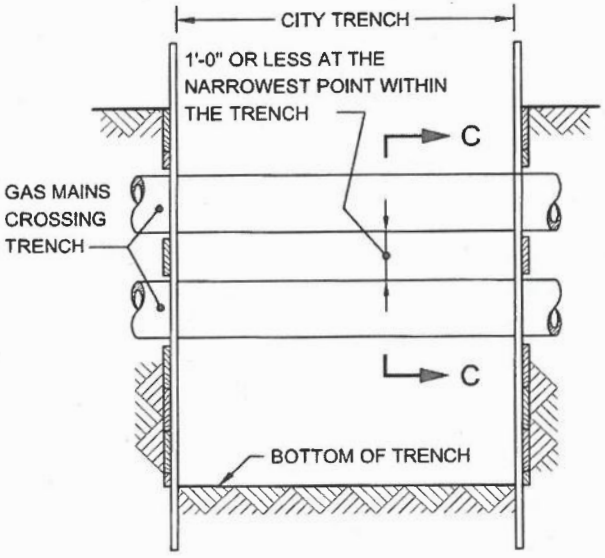

SECTION A-A



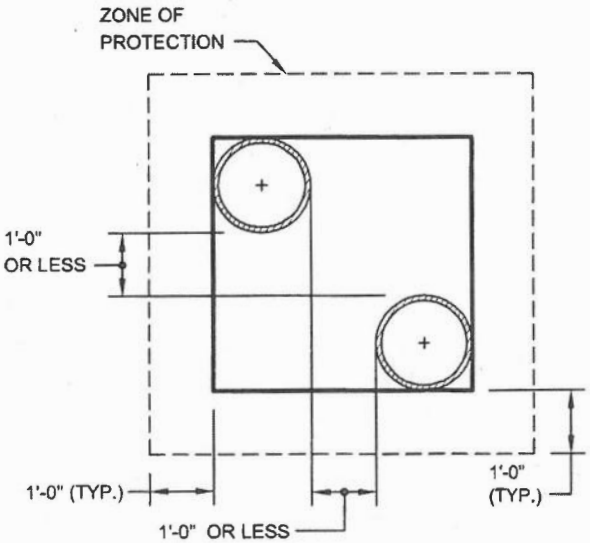

MULTIPLE FACILITIES
(GAS MAINS AT SAME ELEVATION)




SECTION B-B




MULTIPLE FACILITIES
(ONE CROSSING AT DIFFERENT ELEVATIONS)




SECTION C-C

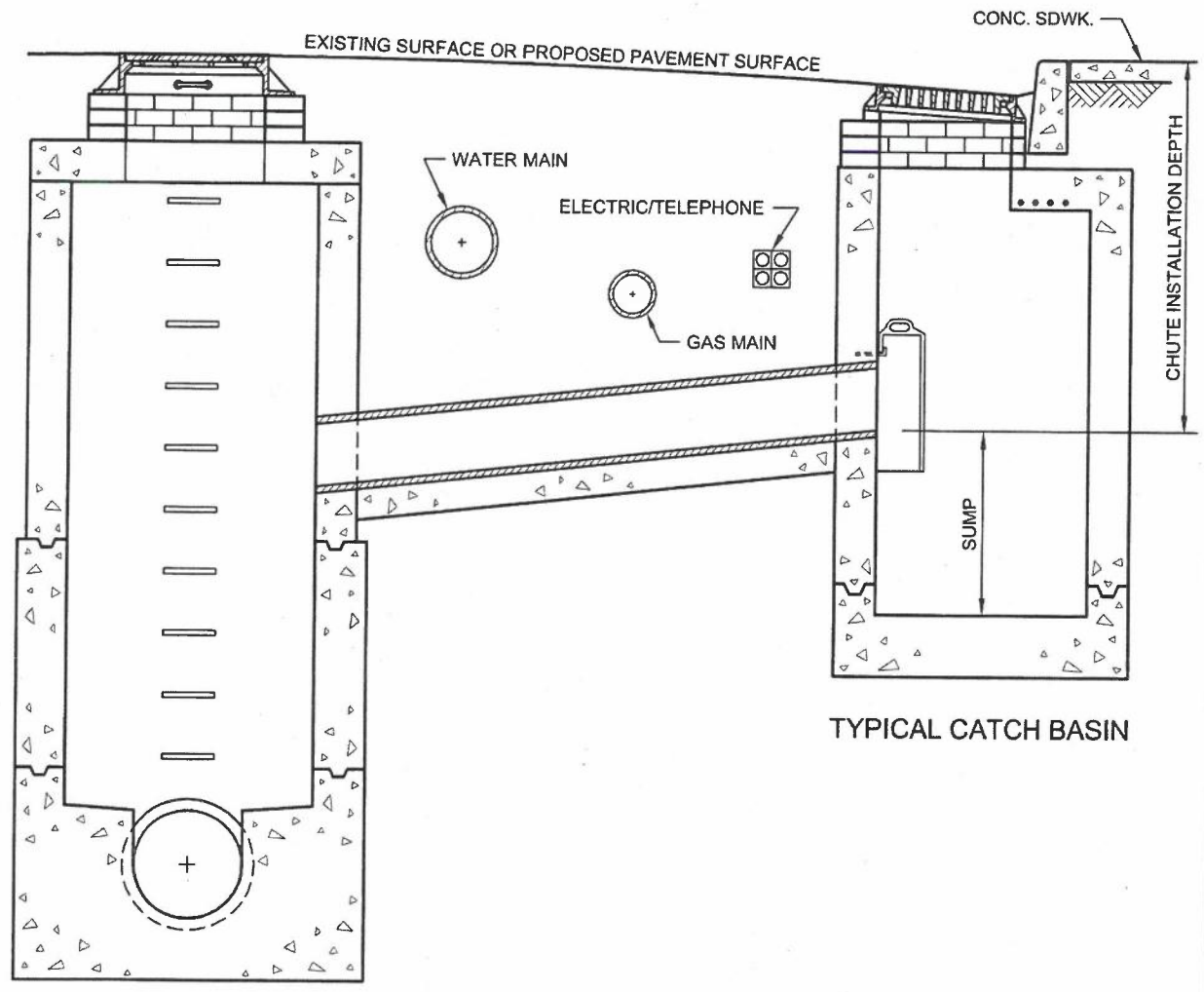
NOTE:

GAS MAINS MAY OR MAY NOT BE PARALLEL TO EACH OTHER.

REVISED SEPT. 2004 - L. ADRIEN
REVISED SEPT. 2004 - J. WONG/W. PATALANO/P. MOY

# GAS COST SHARING WORK (SKETCH NO. 3)

## UTILITY CROSSINGS DURING CATCH BASIN CHUTE CONNECTION PIPE INSTALLATION



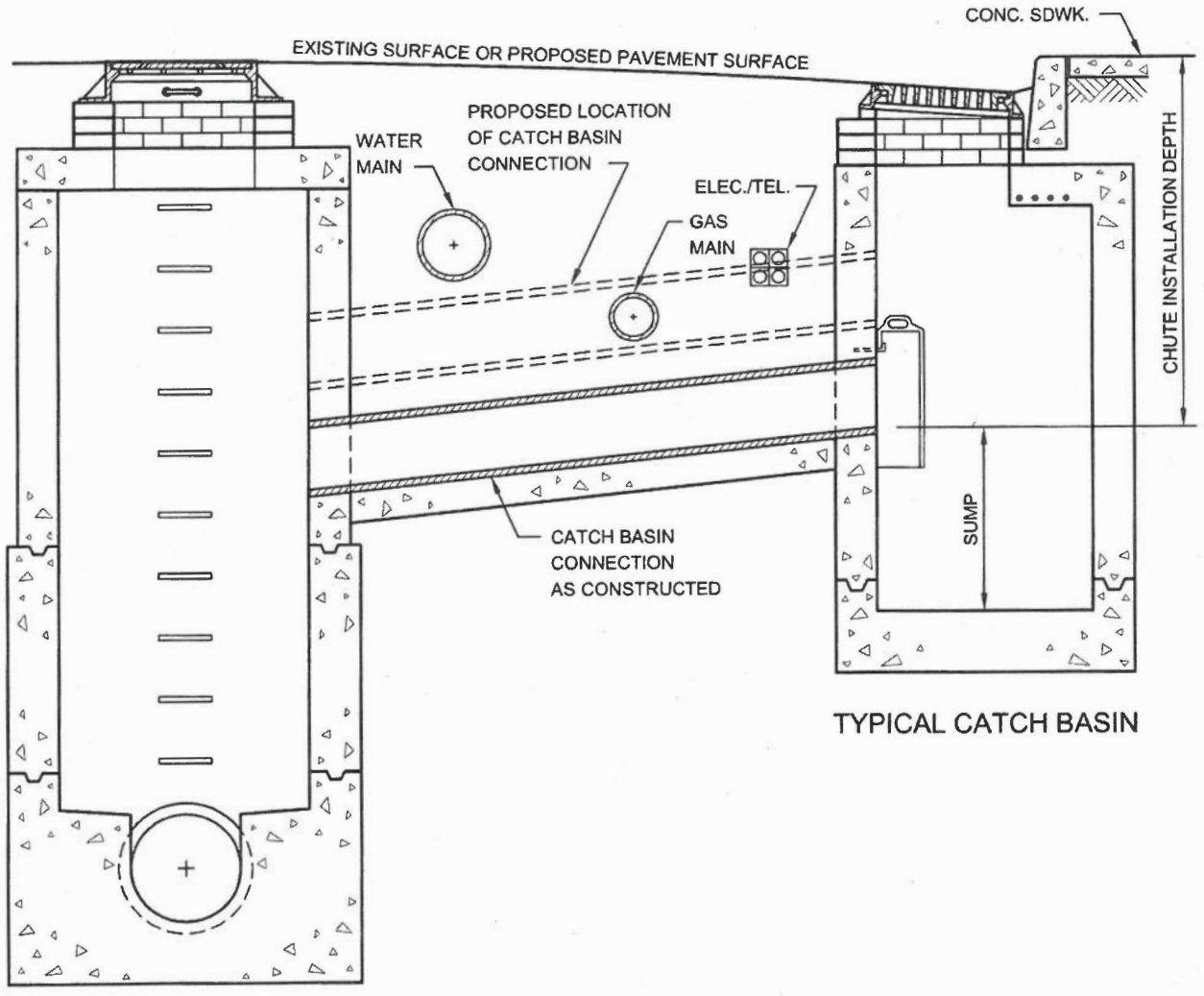

TYPICAL CATCH BASIN

TYPICAL SEWER MANHOLE

REVISED OCT. 2004 - I. ADRIEN
REVISED OCT. 1998 - J. WONG/W. PATALANO/P. MOY

# GAS COST SHARING WORK (SKETCH NO. 4)

## UTILITY CROSSINGS DURING CATCH BASIN CHUTE CONNECTION PIPE INSTALLATION (EXTRA DEPTH)



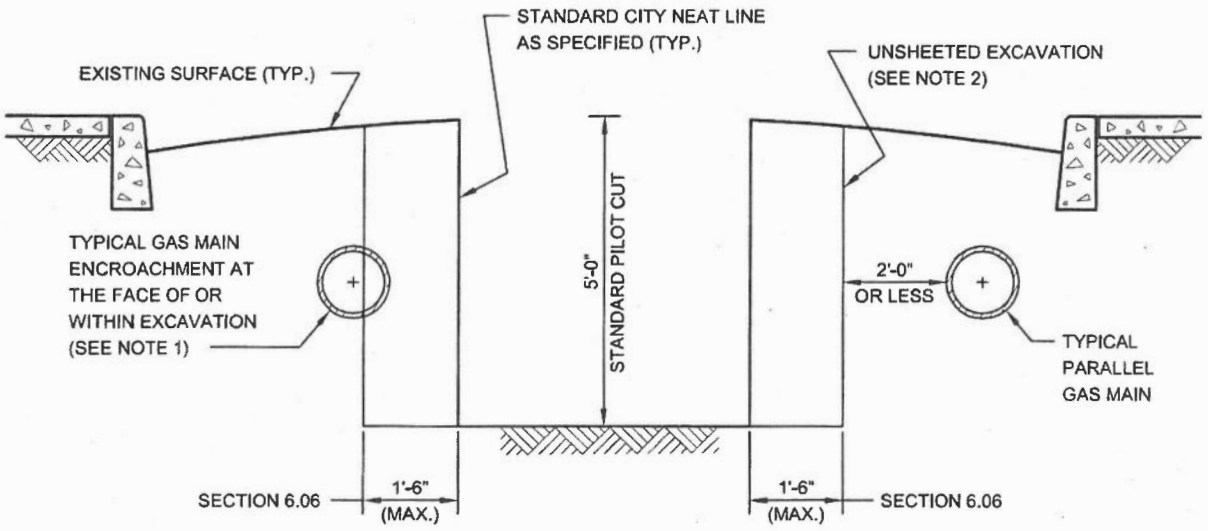

TYPICAL CATCH BASIN

TYPICAL SEWER MANHOLE

REVISED OCT. 2004 - L. ADRIEN
REVISED OCT. 1998 - J. WONG/W. PATALANO/P. MOY

# GAS COST SHARING WORK (SKETCH NO. 5)

## GAS MAIN ENCROACHMENT ON AND/OR PARALLEL TO EXCAVATION OF UNSHEETED TRENCH




NOTES:

(1) GAS MAIN LOCATED AS SHOWN MAY HAVE TO BE REMOVED BY THE FACILITY OPERATOR PRIOR TO THE START OF CITY EXCAVATION, OTHERWISE, THE CONTRACTOR WILL BE PAID UNDER SECTION 6.06 FOR THE SAID WORK. IF GAS MAIN IS ABANDONED THEN SECTION 6.03 SHALL APPLY.

(2) EIGHTEEN (18) INCHES FROM STANDARD NEAT LINE IS THE MAXIMUM ALLOWABLE WIDTH OF AREA THAT MAY BE DISTURBED OR EXCAVATED DURING INSTALLATION OF CERTAIN TYPES OF SHEETING SYSTEMS THAT MEET THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS OF THE DEPARTMENT OF DESIGN AND CONSTRUCTION OF THE CITY OF NEW YORK.

REVISED OCT. 2004 - L. ADRIEN
REVISED OCT. 1998 - J. WONG/M. PATALANO/P. MOY

## V - PRELIMINARY GAS WORK TO BE PERFORMED BY FACILITY OPERATOR

APPLICABLE TO ALL GAS DRAWINGS:

- ALL RELOCATION WORK SHOWN IN THIS SECTION IS TO BE PERFORMED BY FACILITY OPERATOR.
- ALL SUPPORT AND PROTECTION WORK IS TO BE PERFORMED BY CITY CONTRACTOR.
- IF ADDITIONAL INFORMATION IS NEEDED REGARDING THE FACILITY OPERATOR RELOCATION WORK, THE CONTRACTOR IS ADVISED TO CONTACT THE GAS COMPANY REPRESENTATIVE:

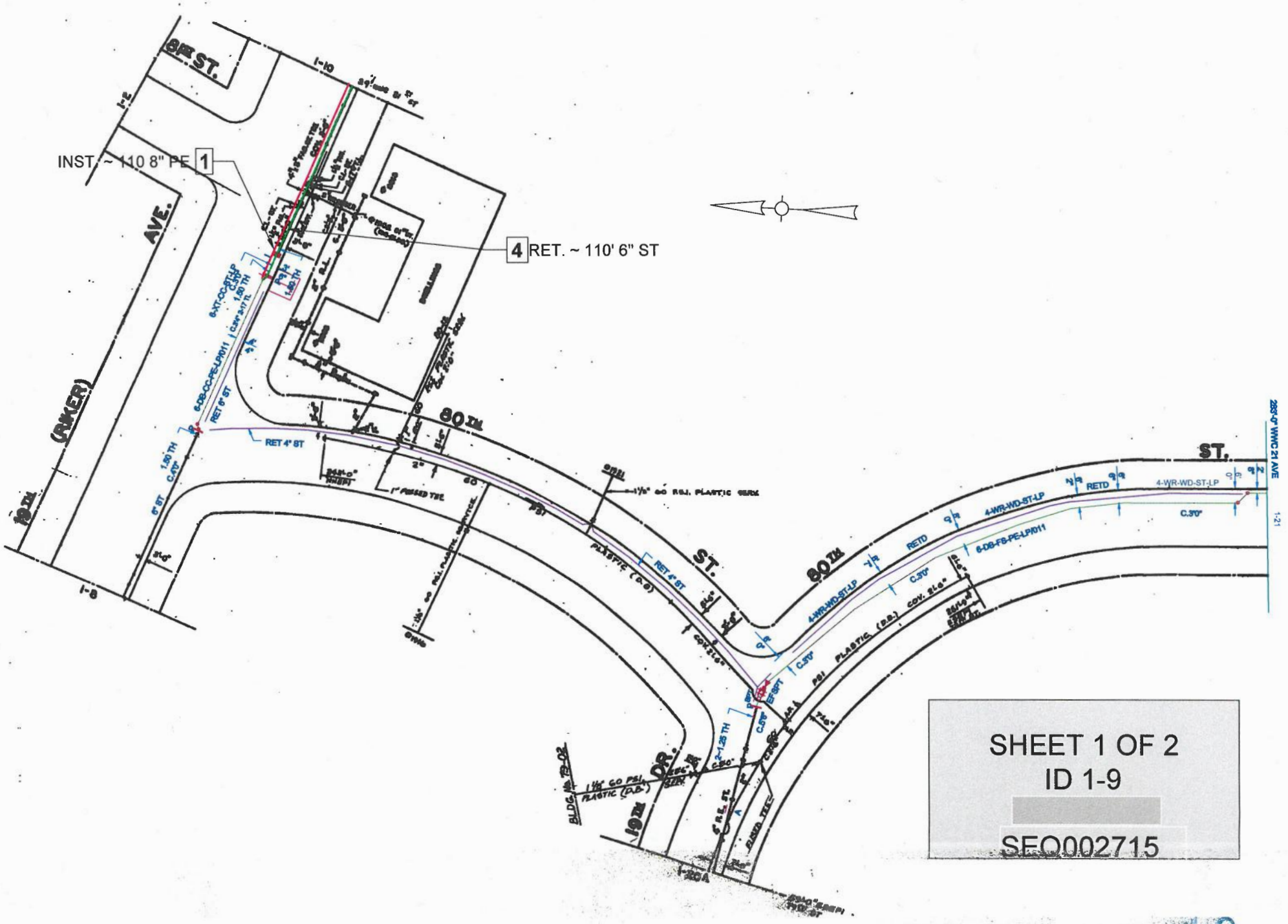
Mr. N. JACOBS
NATIONAL GRID
287 MASPETH AVENUE
BROOKLYN, NY 11211
718-963 5612
Neville.jacobs@nationalgrid.com

(NO TEXT IN THIS AREA, TURN PAGE)

CONTRACT# SEQ002715

| ITEM# | SHEET | ON STREET | ACTIVITY | SIZE IN INCH | PRESSURE | MATERIAL | LENGTH IN FT | REIM / NON-REIM |
|---|---|---|---|---|---|---|---|---|
| 1 | 1 | 19TH AVE | INST | 8 | 6WC | PE | 110 | NON-REIM |
| 2 | 2 | 19TH AVE | INST | 8 | 6WC | PE | 60 | REIM |
| 3 | 2 | 81 ST | INST | 8 | 6WC | PE | 265 | NON-REIM |
| 4 | 1 | 19TH AVE | RET | 6 | 6WC | ST | 110 | NON-REIM |
| 5 | 2 | 19TH AVE | RET | 6 | 6WC | ST | 60 | REIM |
| 6 | 2 | 81 ST | RET | 6 | 6WC | ST | 260 | NON-REIM |

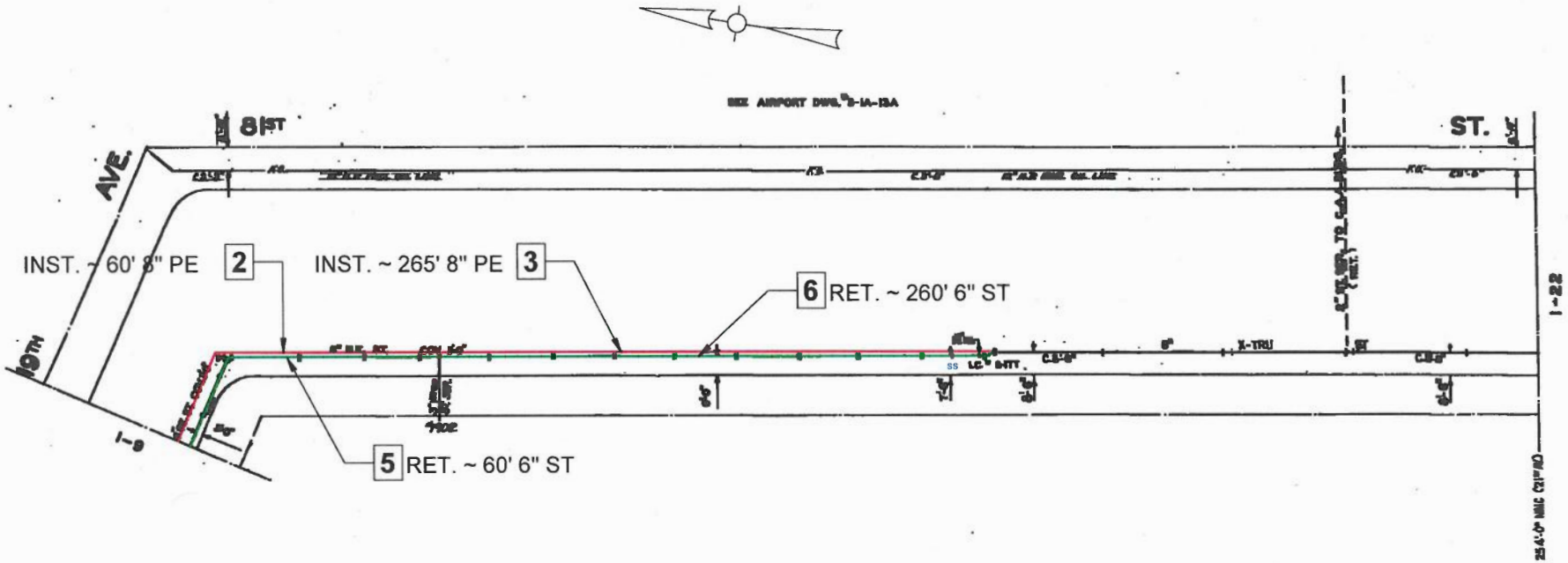
NOTE: GAS INSTALLATION AND RETIREMENT SUBJECT TO CHANGE BY FACILITY OPERATOR




SHEET 1 OF 2
ID 1-9
SEQ002715

EP7-27A2

1-9




SHEET 2 OF 2
ID 1-10
SEQ002715

1-10

EP7-27A3

## VI - LISTING OF APPROXIMATE LOCATIONS OF EP-7 BID ITEMS QUANTITIES

(NO TEXT IN THIS AREA, TURN PAGE)

**SCOPE OF WORK**
**SUPPORT AND PROTECTION**
**FOR CONTRACT NUMBER SEQ002715**

The City of New York Department of Design and Construction is planning to install sewers and/or water mains and all appurtenances in various locations in The City of New York along with all work incidental thereto.

**6.02(NG) - Extra Excavation for the Installation of Catch Basin Sewer Drain Pipes with Gas Interferences (Ea.)**
**Total: 1**
81 St Bet 19 Ave & 21 Ave 1

**6.03(NG) - Removal of Abandoned Gas Facilities. All Sizes (L.F.)**
10 in various

**6.03.1(NG)-Removal of Abandoned Gas Facilities with Possible Coal Tar Wrap. All Sizes. (For National Grid work, Only) (L.F.)**
50 in Various

**6.06(NG) - Special Care Excavation & Backfilling (C.Y.)**
30 in Various

**6.07(NG)- Test Pits for Gas Facilities (C.Y.)**
10 in Various

**6.09 (NG)- Trench Excavation and Backfill for Gas Mains and Services. Gas Installed By others (For National Grid Work Only) (C.Y.)**
30 in Various

END OF EP7 PAGES

THE EP7 PAGES CONSIST OF THIRTY-NINE (39) PAGES INCLUDING THIS PAGE

HAZ - PAGES

# SPECIFICATIONS FOR HANDLING, TRANSPORTATION AND DISPOSAL OF NONHAZARDOUS AND POTENTIALLY HAZARDOUS CONTAMINATED MATERIALS

## NOTICE

THE PAGES CONTAINED IN THIS SECTION ARE ISSUED FOR THE PURPOSE OF SPECIFYING THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND HEREBY MADE PART OF SAID CONTRACT DOCUMENTS.

# SPECIFICATIONS FOR
# HANDLING, TRANSPORTATION, AND DISPOSAL
# OF POTENTIAL AND IDENTIFIED
# CONTAMINATED AND HAZARDOUS MATERIALS

**81ST STREET OUTFALL REPLACEMENT**

**BOROUGH OF QUEENS**
**CITY OF NEW YORK**

**Project ID: SEQ002715**

## Prepared By:

NYC DDC Department of Design and Construction
30-30 Thomson Avenue
Long Island City, New York 11101

November 15, 2021

# Notice to Bidders

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**DISCLAIMER:** NO SUBSURFACE CORRIDOR INVESTIGATION DATA (SCI) IS PROVIDED. THE CONTRACTOR IS TO ASSUME THE EXCAVATED SOIL IS CONTAMINATED AND BID ON THE QUANTITIES LISTED. THE CONTRACTOR SHALL USE HIS / HER ENGINEERING JUDGMENT FOR PRICING OF THOSE ITEMS.

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# ITEM 8.01 C1 HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL

## 8.01 C1.1 WORK TO INCLUDE

A. General

This work will consist of the handling, transportation, and disposal of contaminated soils. The materials covered by this specification are soils that are contaminated with petroleum or chemical products but cannot be classified as hazardous waste. For the purpose of this specification, soil will be defined as any material excavated below the pavement (concrete and/or asphalt) and pavement base (concrete and/or asphalt).

Soil to be excavated can be classified as non-contaminated, contaminated, or hazardous soil. Non-contaminated soils are defined as soils not exhibiting any of the following characteristics.

- Exceedances of New York State Department of Environmental Conservation (NYSDEC) Part 375-6 Restricted Commercial Soil Cleanup Objectives (SCOs) for street work, Restricted Residential SCOs for work areas in parkland, or Residential SCOs for housing projects.
- Elevated Photo-Ionization Detector (PID) readings, subsequently confirmed by laboratory analysis and showed exceedances of applicable SCOs.
- Visual evidence of contamination, such as the presence of staining, discoloration.
- Petroleum and/or chemical odors, subsequently confirmed by laboratory analysis and showed exceedances of applicable SCOs.
- Physical evidence of coal ash, municipal solid waste, construction and demolition debris, or dredged spoils.

Contaminated soils are defined as soils exhibiting one or more of the above characteristics. Contaminated soils must be handled, transported, and disposed of in accordance with the specifications for Item 8.01 C1 – Handling, Transporting and Disposal of Non-Hazardous Contaminated Soil.

Hazardous soils are defined as soils showing exceedances of Toxicity Characteristic Leaching Procedure (TCLP) Regulatory Levels for Hazardous Waste published in Resource Conservation and Recovery Act (RCRA), 6 New York Codes, Rules, and Regulations (NYCRR) Part 371, or 40 Code of Federal Regulations (CFR) Section 261. Hazardous soils must be handled, transported, and disposed of in accordance with the specifications of this section.

This entire specification 8.01 covers the handling, transportation, and disposal of contaminated soils and hazardous soils only. Non-contaminated soil can be reused at the project site, provided it meets other contract requirements. Excess non-contaminated soil becomes the property of the Contractor.

The Contractor must ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of contaminated soils are in compliance with all applicable Federal, State, and City statutes and regulations.

The Contractor must supply all equipment, material and labor required to conduct the specified work of this Item. The Contractor must document the excavation, handling, transportation and disposal of contaminated soils.

B. Request for Approval of Subcontractors

A subcontractor/subconsultant, such as the independent Environmental Consultant and the waste hauler, is not permitted to start work until approved by the Engineer. If the Contractor performs work using a subcontractor/subconsultant prior to approval, the Contractor will not be paid for the work performed by that subcontractor/subconsultant and the Contractor may be subject to sanctions including, but not limited to, initiation of default proceedings.

The Contractor must submit a completed original Request for Approval of Subcontractors (RFAS) form and all required documents, such as legal identity, project reference list, Corporate Health and Safety Plan (HASP), waste transporter permits, Occupational Safety and Health Administration (OSHA) 10 certification, Hazardous Waste and Emergency Response (HAZWOPER) certification, etc., to the Engineer at least 30 days prior to the scheduled subcontract work start date. The Engineer must then submit the original RFAS to DDC Safety and Site Support, Office of Environmental and Geotechnical Services (OEGS) for review and approval. If the RFAS is denied by OEGS, OEGS will issue the final denial and return the original RFAS to the Engineer. If the RFAS is approved by OEGS, OEGS will forward the original RFAS package and an approval memo to the DDC ACCO for further review and approval. The ACCO's Vendor Integrity Unit and Office of Contract Opportunity (OCO) will review the subcontractor/subconsultant's overall business integrity and compliance with Vendor Exchange System (VENDEX), Executive Order 50, Local Law 1, and Minority- and Women-Owned Business Enterprise/ Disadvantaged Business Enterprise (MWBE/DBE) participation as per the contract. ACCO will issue the final Approval or Denial. The original RFAS will be returned to the Engineer, who will subsequently notify and return the original RFAS to the Contractor.

C. Independent Environmental Consultant

The Contractor must retain an independent Environmental Consultant to obtain all permits, prepare the plans required in the specification 8.01, and perform all field screening, sampling, air monitoring, and other health and safety services. The independent Environmental Consultant must be approved under the RFAS process and must demonstrate the minimum requirements as set forth below:

1. The independent Environmental Consultant project supervisor on site and other designated key personnel must have a minimum of three (3) years of experience in the environmental field dealing with issues associated with contaminated soils. Such experience must include oversight on environmental, specifically volatile organic compounds and dust monitoring services as a routine part of its daily operations.
2. The independent Environmental Consultant must be experienced in work of similar nature, size, and complexity and must have previous experience in working with DDC.
3. The independent Environmental Consultant must furnish a project listing identifying the location, nature of services provided, owner, owner's contact, contact's working telephone number, project duration and value for at least five (5) projects within the last 3 years.

D. Sampling and Analysis

Prior to the performance of soil sampling, the Contractor will submit a Field Sampling Plan (FSP). Soil sampling must not be conducted until OEGS has approved the FSP. The Contractor must conduct sampling and analysis of the impacted soils as specified under Item 8.01 C2 – Sampling and Testing of Contaminated/Potentially Hazardous Soil for Disposal Purposes. The laboratory results must be forwarded to OEGS for review to determine if the soils would be handled and disposed of as contaminated soils or hazardous soils.

E. Material Handling Plan

At least 45 days prior to the commencement of work, the Contractor must submit to the OEGS for review a Material Handling Plan (MHP). The MHP must be approved by the OEGS prior to the Contractor beginning any soil excavation work. The MHP must, at a minimum, consist of:

1. The Contractor's procedures for identifying contaminated soils during excavation, including the specific model and manufacturer of intended organic vapor monitoring equipment and calibration procedures to be used. It should also include the training and experience of the personnel who will operate the equipment.
2. The Contractor's procedures for safely handling contaminated soils. The procedures must include personnel safety and health as well as environmental protection considerations.
3. For the proposed laboratory for analysis of representative soil samples, provide the following: (a) name, (b) address, (c) telephone number, and (d) New York State Department of Health's (NYSDOH) Environmental Laboratories Accreditation Program (ELAP) status.
4. Identification of the Contractor's proposed waste transporter(s) (hauler). This information must include:
    1. Name and Waste Transporter Permit Number
    2. Address
    3. Name of responsible contact for the waste transporter
    4. Telephone number for the contact
    5. All necessary permit authorizations for each type of waste transported
    **6.** Previous experience in performing the type of work specified herein
5. The name and location of the facility where an off-site scale is located. The Contractor must outline the procedures on controlling trucks leaving the work site and en-route to the off-site scale.
6. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures may include, but are not limited to, agreements from the intended disposal facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility.
7. A backup facility must be provided, should the staging/stockpile areas become unavailable, insufficient in area or presented by some other unforeseen difficulty.
8. Identification of the Contractor's two proposed Treatment Storage or Disposal (TSD) facilities for contaminated soils (primary and back-up) for final disposal of the soils. Both primary and backup TSD facilities must be currently state-licensed disposal facilities approved to receive contaminated soil. The information required for each facility must include:
    a. General Information
        1. Facility name and the State identification number
        2. Facility location

3. Name of responsible contact for the facility

4. Telephone number for contact

5. Signed letter of agreement to accept waste as specified in this contract. The letter must indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed necessary.

6. Unit of measure utilized at disposal facility for costing purposes

b. A listing of all permits, licenses, letters of approval, and other authorizations to operate, which are currently held and valid for the proposed facility.

c. A listing of all permits, licenses, letters of approval, and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued.

d. The Contractor must specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste. The Contractor must identify the capacity available in the units and the capacity reserved for the subject waste.

e. The Contractor must provide the date of the proposed facility's last compliance inspection.

f. A list of all active (unresolved) compliance orders (or agreements), enforcement notices, or notices of violations issued to the proposed facility must be provided. The source and nature of the cause of violation must be stated, if known.

9. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

## 8.01 C1.2 MATERIALS

A. The Contractor must provide containers as specified in the United State Department of Transportation (USDOT) regulations.

B. The Contractor must provide polyethylene sheeting, which is to be placed under (20 mil. thickness minimum) and over (10 mil. thickness minimum) soil piles.

C. The Contractor must assure that the waste transporter's appropriate choice of vehicles and operating practices are fitted to prevent spillage or leakage of contaminated material during transportation.

D. The Contractor must provide, install, and maintain any temporary stockpiling or loading facilities on site as required until completion of material handling activities. The location and design of any such facilities must be included in the MHP.

## 8.01 C1.3 CONSTRUCTION DETAILS

A. Material Handling

1. Immediately after excavation of non-hazardous contaminated soil the Contractor must:

a. Load material directly onto trucks/tankers/roll offs for disposal off site; or

b. If interim stockpiling is required, place contaminated soil on a minimum of 20 mil. polyethylene sheeting and cover it securely by minimum of 10 mil. polyethylene sheeting to protect against cross contamination, airborne dust, leaching or runoff of contaminants into the subsurface, groundwater, or stormwater. Weight or secure the sheeting by appropriate means and seal seams as approved by the DDC to prevent tearing or removal by wind or weather. Grade surrounding surface to provide for positive drainage away from pile. Each stockpile must not exceed 500 cubic yards. Contaminated soils must be stockpiled separately from uncontaminated and hazardous soil at an off-site location approved by DDC or secured on-site by the Contractor, meeting all required Federal, State and Local stipulations. Stockpiles must be at least 800 feet away from any sensitive receptors, such as schools, daycare center, hospitals, nursing homes, etc., and at least 100 feet away from any water body.

2. Institute appropriate procedures and security measures to ensure the protection of site personnel and the public from contaminated materials as described in the approved MHP, Site HASP, and Item 8.01 S - Health and Safety.

3. Any soil encountered that appears to contain unknown contaminants (based on visual, odor, or other observation), or that vary substantially from the material originally identified must be segregated in stockpiles and the independent Environmental Consultant promptly notified to collect soil samples for analysis. Construct stockpiles to the same requirements as stated in subsection (A)(1)(b) above.

4. Provide any dewatering that is necessary to complete the work. Contaminated water must be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

5. Provide and operate field organic vapor test equipment, a photoionization detector (PID) or a flame ionization detector (FID), to detect general organic vapor levels at intervals of approximately 50 cubic yards of soil excavated, when visual or odor observations indicate the material may substantially differ from the soil previously excavated and/or as directed by the independent Environmental Consultant.

B. Off-Site Transportation to Disposal Facility

1. General

a. The Contractor must furnish all labor, equipment, supplies and incidental costs required to transport contaminated material from the work area to the off-site disposal facility, and any other items and services required for transporting contaminated material for disposal at an off-site facility.

b. The Contractor will be responsible for tracking all materials and vehicles from the site to the off-site scale.

c. The Contractor must submit to the Engineer the certified tare and gross weight slips for each load received at the accepted facility which must be attached to each returned manifest. These documents must be maintained and kept with project field records.

d. Contaminated soils must be delivered to the disposal or treatment facility within 30 calendar days after excavation.

e. The Contractor must coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule.

f. The Contractor must inspect all vehicles leaving the project site to ensure that contaminated soils adhering to the wheels or undercarriage are removed prior to the vehicle leaving the site.

g. The Contractor must obtain letters of commitment from the waste haulers and the TSD facility to haul and accept shipments.

h. The Contractor must provide waste profile forms to OEGS for review and approval before transporting contaminated soil to the approved TSD facility.

2. Hauling

a. The Contractor must coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities must be measured and recorded upon arrival at the disposal facility. If any deviation between the two (2) records occurs, the matter is to be reported immediately to the Engineer and to be resolved by the Contractor to the satisfaction of the Engineer.

b. The Contractor will be held responsible, at its own cost for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site.

c. The Contractor must ensure that trucks are protected against contamination by properly covering and lining them with polyethylene sheeting or by decontaminating them prior to and between acceptances of loads. Trucks with loaded contaminated soil must be covered securely with tarps before leaving the project site to prevent generation of airborne dust during hauling.

d. The Contractor will be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.

e. The Contractor must only use the transporter(s) identified in the approved MHP for the performance of work. A revised MHP or an addendum to the original approved MHP must be submitted to OEGS for review and approval at no additional cost to the City for any use of substitute or additional transporters.

f. The Contractor must develop, document, and implement a policy for accident prevention.

g. The Contractor must not combine contaminated materials from other projects with material from this project.

h. No material will be transported until approval by the Engineer is obtained.

3. Off-Site Disposal

a. The Contractor must use only the disposal facility(ies) identified in the approved MHP for the performance of the work. A revised MHP or an addendum to the original approved MHP must be submitted to OEGS for review and approval at no additional cost to the City for any use of substitutions or additions of disposal facility.

b. The Contractor must be responsible for acceptance of the materials at an approved facility, for ensuring that the facility is properly permitted to accept the stated materials, and for ensuring that the facility provides the stated treatment and/or disposal services.

c. The City reserves the right to contact and visit the TSD facility and regulatory agencies to verify the agreement to accept the stated materials and to verify any other information provided.

d. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The alternate facility(ies) must be approved in writing by the Engineer in the same manner and with the same requirements as for the original facility(ies). This must be done at no extra cost or delay to the City.

e. The Contractor must obtain manifest forms, and complete the shipment manifest records required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight. Copies of each manifest must be submitted to the Engineer within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. The signed manifests must be maintained and kept with the project field records. Any manifest discrepancies must be reported immediately to the Engineer and be resolved by the Contractor to the satisfaction of the Engineer.

4. Equipment and Vehicle Decontamination

a. The Contractor must design and construct a portable decontamination station to be used to decontaminate equipment and vehicles that have been used to handle contaminated soil. The cost for this work will be paid under Item 8.01 S - Health and Safety.

b. Water generated during the decontamination process must be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

## 8.01 C1.4 METHOD OF MEASUREMENT

Quantities for contaminated soils will be measured in tons. The tonnage will be determined by off-site truck scales, as per Subsection 8.01 C1(3)(B)(1), that are capable of generating load tickets.

## 8.01 C1.5 PRICE TO COVER

A. The unit bid price per ton for Item 8.01 C1 must include the cost of furnishing all labor, materials, equipment, plan, and insurance for excavation, handling, transportation, disposal, documentation, fees, permits, loading, stockpiling, hauling, and any other incidentals necessary to complete all the work as specified herein for handling, transporting, and disposal of non-hazardous contaminated soil.

B. Final disposal of hazardous soil will be paid for under Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soil. Disposal of decontamination water will be paid for under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

C. Backfill will be paid for under its respective item as specified in the contract document.

D. The independent Environmental Consultant will be paid under Item 8.01 S – Health and Safety.

*Payment will be made under:*

| 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 PURPOSES

### 8.01 C2.1 WORK TO INCLUDE

A. Description

The work will consist of collecting and analyzing representative samples of soil to be excavated in-situ and/or ex-situ from stockpiles for parameters typically requested by the disposal facilities to determine if the soil to be excavated is suitable for reuse, or to be hauled off-site for disposal purposes as contaminated and/or hazardous soil.

B. Sampling and Laboratory Analysis

1. At least forty-five (45) days prior to the commencement of work, the Contractor's independent Environmental Consultant must submit an FSP and an Investigation Health and Safety Plan (Investigation HASP) to OEGS for review and approval, prior to conducting the field sampling. The FSP must include, at a minimum, the following information:

    a. Project information

    b. Description of sample collection methodology for soil to be excavated and soil which appears to contain unknown contaminants based on field observation

    c. Type of analyses

    d. Sample preservation and handling

    e. Training and experience of the personnel who will collect the samples

    f. Equipment Decontamination

    g. Analytical laboratory's name, address, New York State Department of Health's ELAP certification number, and telephone number

    h. Map of the project area

    i. Sample location plan

    j. Chain of Custody

    The Investigation HASP must identify actual and potential hazards associated with planned sampling field activities and stipulate appropriate health and safety procedures, so as to minimize field personnel exposures to physical, biological, and chemical hazards that may be present in the sampling media. The Investigation HASP must include, at a minimum, the following information:

    a. Project information

    b. Description of work to be performed

    c. Names of responsible health and safety personnel

    d. Worker training

    e. Job hazard analysis

    f. Confined Space Entry Plan (if applicable)

    g. Personal monitoring (if applicable)

h. Community Air Monitoring Plan (CAMP, if applicable)

i. Personnel Protection Equipment (PPE)

j. Decontamination

k. Safety rules

l. Spill prevention and control, dust control, vapor/odor suppression procedures

m. Identification of nearest hospital and route

n. Emergency Incident Reporting

2. The Contractor's Environmental Consultant must collect one (1) grab and one (1) composite sample per 500 cubic yards of soil to be excavated in-situ and/or ex-situ from stockpiles. Sample locations must be placed throughout along the project area. For in-situ sampling, each grab soil sample must be collected from either the 6-inch interval above the water table (when encountered) or the 6-inch interval above the bottom of the proposed excavation depth (where recovery allowed), or from the 6-inch interval showing the highest potential for contamination based on field observation. For composite soil sampling, grid sampling must be performed for projects with excavation depth deeper than six (6) feet below grade. Each composite sample must consist of five (5) grab samples collected from various intervals along the depth of excavation at each sampling location. For stockpiled soils, each composite sample must consist of five (5) grab samples collected from various depths within each soil stockpile, at least two feet below the soil surface. For drummed soil, one (1) composite sample per 10 drums must be collected. Each composite soil sample must consist of one (1) grab sample from each of the 10 drums.

3. The quality of the data from the sampling program is the Contractor's responsibility. The Contractor must furnish all qualified personnel, materials, equipment and instruments necessary to carry out the sampling. Unless directed otherwise, all sampling procedures must follow the NYSDEC sampling guidelines and protocols. All sampling must be conducted by a qualified person trained in sampling protocols using standard accepted practices for obtaining representative samples.

4. Each grab and composite sample must be analyzed for all parameters required by disposal facilities accepting contaminated and hazardous soil. .

5. All sample containers must be marked and identified with legible sample labels, which must indicate the project name, sample location and/or container, the sample number, the date and time of sampling, preservatives utilized and other information that may be useful in determining the character of the sample. Chain-of-custody must be tracked from laboratory issuance of sample containers through laboratory receipt of the samples.

6. The Contractor must maintain a bound sample logbook. The Contractor must provide the Engineer access to it at all times and must turn it over to the Engineer in good condition at the completion of the work. The following information, at a minimum, must be recorded to the log:

a. Sample identification number

b. Sample location

c. Field observation

d. Sample type

e. Analyses

f. Date/time of collection

g. Collector's name

h. Sample procedures and equipment utilized

i. Date sent to laboratory and name of laboratory

7. The City reserves the right to direct the Contractor to conduct alternative sampling in lieu of the parameters described in subsection 8.01 C2(1)(B)(4), if the situation warrants. The substitute sampling parameters will be of equal or lesser monetary value than those described in subsection 8.01 C2(1)(B)(4), as determined by industry laboratory pricing standards.

8. Only dedicated sampling equipment may be used to collect these samples. All equipment involved in field sampling must be decontaminated before being brought to the sampling location, and must be properly disposed after use.

9. The Contractor's Environmental Consultant must prepare a Field Sampling Result Report (FSSR), tabulate the analytical results, and compare the data to the applicable NYSDEC Part 375.6 Soil Cleanup Objectives, and TCLP for Hazardous Waste published in RCRA and 6 NYCRR Part 371, or 40 CFR Section 261. If the soil is to be disposed of in a disposal facility outside of the State of New York, the soil sampling data must also be compared to the applicable regulatory criteria established by the state in which the disposal facility is located. The FSSR, with the tabulated tables and laboratory analytical data, must be submitted to OEGS for review and approval prior to any soil reuse or disposal activities.

10. Soils exceeding any of the hazardous characteristic criteria meet the legal definition of hazardous soils (rather than non-hazardous contaminated soils) and must be transported or disposed of under Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soil. All analyses must be done by a laboratory that has received approval from the ELAP for the methods to be used. The Contractor must specify the laboratory in the MHP.

11. The Contractor must contact the disposal facility where the waste will be sent for permanent disposal, and arrange to collect any additional samples required by the facility. The cost associated with additional sampling and testing must be included in the bid price of this Item.

## 8.01 C2.2 METHOD OF MEASUREMENT

Quantities for samples must be measured as the number of sets of samples that are tested. A set will be defined as one (1) grab and one (1) composite samples per 500 cubic yards to be analyzed for the full range of parameters as specified in subsection 8.01 C2(1)(B)(4).

## 8.01 C2.3 PRICE TO COVER

The unit price bid per set for Item 8.01 C2 will include the cost of furnishing all labor, materials, equipment, plan, and insurance necessary for sampling, handling, transporting, testing, documentation, fees, permits, and any other incidentals necessary to complete the work as specified herein for in-situ and ex-situ soil sampling and analysis for waste disposal parameters.

*Payment will be made under:*

| ITEM NUMBER | ITEM | PAYMENT UNIT |
|---|---|---|
| 8.01 C2 | Sampling and Testing of Contaminated/ Potentially Hazardous Soil for Disposal Purposes | Set |

## ITEM 8.01 H HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL

### 8.01 H.1 WORK TO INCLUDE

A. General

This work will consist of the handling, transportation, and disposal of hazardous soils, which are defined as soils showing exceedances of TCLP for Hazardous Waste published in RCRA, 6 NYCRR Part 371, or 40 CFR Section 261. Hazardous soil can also be contaminated soils, as defined in Item 8.01 C1, but must be handled, transported, and disposed of as hazardous soil under Item 8.01 H, in accordance with the specifications herein. For the purpose of this specification, soils will be defined as any materials excavated below the pavement and base for pavement.

The Contractor must ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of hazardous materials are in compliance with the applicable Federal, State, and Local statutes and regulations. The Contractor must supply all equipment, material and labor required to conduct the specified work under this section.

The Contractor must document the excavation, handling, sampling, and testing, transportation, and disposal of hazardous soils. The City must be listed in the disposal documents as the waste generator.

The Contractor must decontaminate all equipment prior to its removal from the exclusion zone and/or following contact with hazardous materials, as detailed in Item 8.01 S - Health and Safety. Water generated during the decontamination process must be disposed of under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

The Contractor must retain an independent Environmental Consultant, meeting the requirements specified in Section 8.01 C1. The independent Environmental Consultant must conduct sampling for laboratory analysis of soil to be excavated to determine whether the soil is contaminated and/or hazardous.

All work under Item 8.01 H must be performed under the direct supervision of the Contractor's Environmental Consultant, as approved by the OEGS.

B. Material Handling Plan:

At least 45 days prior to the commencement of work, the Contractor must submit to the OEGS for review a MHP. The MHP must be approved by the OEGS prior to the Contractor beginning any soil excavation work. The MHP must, at a minimum, consist of:

1. The Contractor's procedures for identifying hazardous soils during excavation, including the specific model and manufacturer of intended organic vapor monitoring equipment and calibration procedures to be used. It should also include the training and experience of the personnel who will operate the equipment.
2. The Contractor's procedures for safely handling hazardous soils or soils which have not yet been tested but are believed to be potentially hazardous. The procedures must include personnel safety and health as well as environmental protection considerations.
3. Name, address, NYSDOH ELAP status and telephone number of the proposed laboratory for analysis of representative soil samples.
4. Identification of the Contractor's proposed waste transporter(s). This information must include:
    1. Name and Waste Transporter Permit Number
    2. Address
    3. Name of responsible contact for the waste transporter

4. Telephone number for the contact

5. All necessary permit authorizations for each type of waste transported

**6.** Previous experience in performing the type of work specified herein

5. The name and location of the facility where an off-site scale is located. The Contractor must outline the procedures on controlling trucks leaving the work site and en-route to the off-site scale.

6. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures may include, but are not limited to, agreements from the intended disposal facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility.

7. A backup facility must be provided, should the staging/stockpile areas become unavailable, insufficient in area or not be present by some other unforeseen difficulty.

8. Identification of the Contractor's two proposed Treatment Storage or Disposal (TSD) facilities for hazardous soils (primary and back-up) for final disposal of the hazardous soils. Both primary and backup TSD facilities must be currently USEPA or State-approved RCRA TSD facilities for hazardous soils. The information required for each facility must include:

   a. General Information

      7. Facility name and the USEPA identification number

      8. Facility location

      9. Name of responsible contact for the facility

      10. Telephone number for contact

      11. Signed letter of agreement to accept waste as specified in this contract. The letter must indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed necessary.

      12. Unit of measure utilized at disposal facility for costing purposes

   b. A listing of all permits, licenses, letters of approval, and other authorizations to operate, which are currently held and valid for the proposed facility.

   c. A listing of all permits, licenses, letters of approval, and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued.

   d. The Contractor must specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste. The Contractor must identify the capacity available in the units and the capacity reserved for the subject waste.

   e. The Contractor must provide the date of the proposed facility's last compliance inspection under RCRA.

   f. A list of all active (unresolved) compliance orders (or agreements), enforcement notices, or notices of violations issued to the proposed facility must be provided. The source and nature of the cause of violation must be stated, if known.

9. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

## 8.01 H.2 MATERIALS

A. The Contractor must provide containers as specified in the USDOT regulations.

B. The Contractor must provide polyethylene sheeting, which is to be placed under (20 mil. thickness minimum) and over (10 mil. thickness minimum) soil piles.

C. The Contractor must assure that the waste transporter's appropriate choice of vehicles and operating practices are fitted to prevent spillage or leakage of contaminated material during transportation.

D. The Contractor must provide, install, and maintain any temporary stockpiling or loading facilities on site as required until completion of material handling activities. The location and design of any such facilities must be included in the MHP.

## 8.01 H.3 CONSTRUCTION DETAILS

A. Material Handling

1. Immediately after excavation of hazardous soil the Contractor must:

   a. Load material directly onto drums/trucks/tankers/roll offs for disposal off site. Containers must be labeled as hazardous soil while being held for disposal; or

   b. If interim stockpiling is required, place hazardous soil on a minimum of 20 mil. polyethylene sheeting and cover it securely by minimum of 10 mil. polyethylene sheeting to protect against cross contamination, airborne dust, leaching or runoff of contaminants into the subsurface, groundwater, or stormwater. Weight or secure the sheeting by appropriate means and seal seams as approved by the Engineer to prevent tearing or removal by wind or weather. Grade surrounding surface to provide for positive drainage away from pile. Each stockpile must not exceed 500 cubic yards. Hazardous soils must be stockpiled separately from uncontaminated and contaminated soil at an off-site location approved by the Engineer or secured on-site by the Contractor, meeting all required Federal, State and Local stipulations. Stockpiles must be labelled as hazardous soil and situated at least 800 feet away from any sensitive receptors, such as schools, daycare center, hospitals, nursing homes, etc., and at least 100 feet away from any water body.

2. Institute appropriate procedures and security measures to ensure the protection of site personnel and the protection of the public from hazardous soils as described in the approved MHP, Site HASP, and Item 8.01 S - Health and Safety.

3. Any soil encountered that appears to contain unknown contaminants (based on visual, odor, or other observation), or that vary substantially from the material originally identified must be segregated in stockpiles and the independent Environmental Consultant promptly notified to collect soil samples for analysis. Construct stockpiles to the same requirements as stated in subsection (A)(1)(b) above.

4. Provide any dewatering that is necessary to complete the work. Contaminated water must be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

5. Provide and operate field organic vapor test equipment, a PID or a FID, to detect general organic vapor levels at intervals of approximately 50 cubic yards of soil excavated, when visual or odor observations indicate the material may substantially differ from the soil previously excavated and/or as directed by the independent Environmental Consultant.

C. Off-Site Transportation to Disposal Facility

1. General

a. The Contractor must furnish all labor, equipment, supplies and incidental costs required to transport contaminated material from the work area to the off-site disposal facility, and any other items and services required for transporting hazardous material for disposal at an off-site facility.

b. The Contractor is responsible for obtaining the USEPA hazardous waste generator identification number for the City. The application must be submitted to OEGS for review and approval prior to submission to USEPA. The Contractor must prepare the annual hazardous waste report for the project and submit to the NYSDEC and USEPA.

c. The Contractor will be responsible for tracking all material/vehicles from the site to the off-site scale and to the approved disposal facility.

d. The Contractor must provide to the Engineer certified tare and gross weight slips for each load received at the accepted facility which must be attached to each returned manifest. These documents must be maintained and kept with project field records.

e. Hazardous soils must be delivered to the disposal or treatment facility within 30 calendar days after excavation.

f. The Contractor must coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule.

g. The Contractor must inspect all vehicles leaving the project site to ensure that hazardous soils adhering to the wheels or undercarriage are removed prior to the vehicle leaving the site.

h. The Contractor must obtain letters of commitment from the waste haulers and the TSD facility to haul and accept shipments.

i. The Contractor must provide waste profile forms to OEGS for review and approval before transporting hazardous soil to the approved TSD facility.

2. Hauling

a. The Contractor must coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities must be measured and recorded upon arrival at the disposal facility. If any deviation between the two records occurs, the matter is to be reported immediately to the Engineer and to be resolved by the Contractor to the satisfaction of the Engineer.

b. The Contractor will be responsible, at its own cost for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site.

c. The Contractor must ensure that trucks are protected against contamination by properly covering and lining them with polyethylene sheeting or by decontaminating them prior to and between acceptances of loads. Trucks with loaded contaminated soil must be covered securely with tarp before leaving the project site to prevent generation of airborne dust during hauling.

d. The Contractor will be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.

e. The Contractor must only use the transporter(s) identified in the approved MHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from NYSDEC may transport hazardous soil. A revised MHP or an addendum to the original approved MHP must be submitted to OEGS for review and approval at no additional cost to the City for any use of substitute or additional transporters.

f. The Contractor must develop, document, and implement a policy for accident prevention.

g. The Contractor must not combine hazardous materials from other projects with material from this project.

h. No material will be transported until approval by the Engineer is obtained.

3. Off-Site Disposal

a. The Contractor must use only the disposal facility(ies) identified in the approved MPH for the performance of the work. A revised MHP or an addendum to the original approved MHP must be submitted to OEGS for review and approval at no additional cost to the City for any use of substitutions or additions of disposal facility.

b. The Contractor will be responsible for acceptance of the materials at an approved facility, for ensuring that the facility is properly permitted to accept the stated materials, and for ensuring that the facility provides the stated treatment and/or disposal services.

c. The City reserves the right to contact and visit the TSD facility and regulatory agencies to verify the agreement to accept the stated materials and to verify any other information provided.

d. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The alternate facility(ies) must be approved in writing by the Engineer in the same manner and with the same requirements as for the original facility(ies). This must be done at no extra cost or delay to the City.

e. The Contractor must obtain manifest forms, and complete the shipment manifest records required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight. Copies of each manifest must be submitted to the Engineer within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. The signed manifests must be maintained and kept with the project field records. Any manifest discrepancies must be reported immediately to the Engineer and be resolved by the Contractor to the satisfaction of the Engineer.

f. The Contractor must submit all results and weights to the Engineer.

g. The Contractor is responsible to pay all fees associated with the generation and disposal of all excavated hazardous waste. These fees include, but are not limited to, the New York State Department of Finance and Taxation (DFT) quarterly fees for hazardous waste and the NYSDEC annual hazardous waste regulatory fee program. The Contractor must submit a copy of proof of payment to the Engineer and OEGS.

4. Equipment and Vehicle Decontamination

   a. The Contractor must design and construct a portable decontamination station to be used to decontaminate equipment and vehicles that have been used to handle contaminated soil. The cost for this work will be paid under Item 8.01 S - Health and Safety.

   b. Water generated during the decontamination process must be disposed of in accordance with Item 8.01 W1 – Removal, Treatment, and Discharge/Disposal of Contaminated Water.

## 8.01 H.4 METHOD OF MEASUREMENT

Quantities for hazardous soils will be measured in tons. The tonnage will be determined by off-site truck scales, as per Subsection 8.01 H1.3.B, that are capable of generating load tickets.

## 8.01 H.5 PRICE TO COVER

B. The unit bid price bid per ton for Item 8.01 H will include the cost of furnishing all labor, materials, equipment, plan, and insurance for excavation, handling, transportation, disposal, documentation, fees, permits, loading, stockpiling, hauling, and any other incidentals necessary to complete all the work as specified herein for handling, transporting, and disposal of hazardous soil.

B. Final disposal of contaminated soil will be paid for under Item 8.01 C1 – Handling, Transporting and Disposal of Non-Hazardous Contaminated Soil. Disposal of decontamination water will be paid for under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

C. Backfill will be paid for under its respective item as specified in the contract document.

D. The independent Environmental Consultant will be paid under Item 8.01 S – Health and Safety.

*Payment will be made under:*

| ITEM NUMBER | ITEM | PAYMENT UNIT |
|---|---|---|
| 8.01 H | Handling, Transporting and Disposal of Hazardous Soil | Tons |

## ITEM 8.01 S HEALTH AND SAFETY

### 8.01 S.1 WORK TO INCLUDE

Health and Safety Requirements

A. Scope of Work

It is the Contractor's responsibility to stage and conduct the Contractor's work in a safe manner. The Contractor must implement a Health and Safety Plan (HASP) for contaminated/hazardous soil intrusive activities as set forth in OSHA Standards 1910.120 and 1926.650-652. The Contractor must ensure that all workers have at a minimum hazard awareness training. The Contractor must segregate contaminated work area in secured exclusion zones. These zones must limit access to Contractor personnel specifically trained to enter the work area. The exclusion zone must be set up to secure the area from the public and untrained personnel. The project health and safety program will apply to all construction personnel including persons entering the work area. In addition, the Contractor must protect the public from on-site hazards, including subsurface contaminants associated with on-site activities. The HASP must be signed off by a Certified Industrial Hygienist and reviewed and approved by OEGS.

Work must include, but not be limited to:

1. Implementation of a baseline medical program.
2. Providing safety equipment and protective clothing for site personnel, including maintenance of equipment on a daily basis; replacement of disposable equipment as required; decontamination of clothing, equipment and personnel; and providing all other health and safety measures.
3. Providing, installing, operating and maintaining on-site emergency medical first aid equipment as specified in this section for which payment is not provided under other pay items in this Contract.
4. Providing, installing, operating, maintaining and decommissioning all equipment and personnel decontamination facilities specified within this section, including, but not limited to, the decontamination pad, decontamination water supply, decontamination water collection equipment and all other items and services required for the implementation of the health and safety requirements for which pay items are not provided elsewhere in this Contract.
5. Provide the minimum health and safety requirements for excavation activities within the limits of this Contract.
6. Implement and enforce a HASP: The HASP as presented in these specifications is dynamic with provisions for change to reflect new information, new practices or procedures, changing site environmental conditions or other situations which may affect site workers and the public. The HASP will also address measures for community protection, accident prevention, personnel protection, emergency response/contingency planning, air monitoring, odor control and hazardous chemicals expected on site. Providing a Confined Space Entry Program as defined in the Occupational Safety and Health Act, Confined Space Entry Standard, 29 CFR 1910.146.

B. Environmental Consulting Services

The Contractor must retain an independent Environmental Consultant to obtain all permits and perform all field screening, air monitoring, community air monitoring, soil and water sampling, and health and safety services.

4. If conditions within the exclusion zone are deemed hazardous, then the Contractor and its independent Environmental Consultant must ensure that all personnel working within identified exclusion zones and/or involved (direct contact) with the handling, storage or transport of hazardous and contaminated materials must have completed a minimum of forty (40) hours of Health and Safety Training on Hazardous Waste Sites in accordance with 29 CFR 1910.120(e). The training program must be conducted by a qualified safety instructor. If conditions in the exclusion zone are deemed to be non-hazardous, the independent Environmental Consultant must provide site specific training.

5. The Contractor must ensure that on-site management and supervisors directly responsible for or who supervise employees engaged in hazardous waste operations must receive the training specified in above and at least eight (8) additional hours of specialized training on managing such operations at the time of job assignment.

C. Submittals

1. The Contractor must submit a written HASP, as specified herein, to OEGS for review and approval. The written HASP must be submitted, within thirty (30) calendar days after the availability of analytical results of the soil and groundwater testing, as required under Section 8.01 C2 and Section 8.01 W2. The Contractor must make all necessary revisions required by OEGS and resubmit the HASP to OEGS for acceptance. Start-up work for the project will not be permitted until written acceptance has been issued by OEGS.

2. Daily safety logs must be maintained by the Contractor and must be submitted to the Engineer either on request or on completion of the work. Training logs must be maintained by the Contractor and submitted to the Engineer either on request or on completion of the work. Daily logs on air monitoring during excavation activities must be prepared and maintained by the Contractor and submitted to the Engineer either on request or upon completion of the work.

3. A closeout report must be submitted by the Contractor to the Engineer upon completion of the work within the defined exclusion zones. This report must summarize the daily safety and monitoring logs and provides an overview of the Contractor's performance regarding environmental and safety issues. The report must carefully document all areas where contamination has been found including pictures, addresses of locations, and potential sources.

4. Medical Surveillance Examinations: The Contractor must submit to the Engineer the name, office address and telephone number of the medical consultant utilized. Evidence of baseline medical examinations together with the evidence of the ability to wear National Institute for Occupational Safety and Health (NIOSH) approved respirators (as specified in American National Standards Institute (ANSI) Z88.6) must be provided to the Engineer for all construction personnel who are to enter the exclusion zones.

5. Accident Reports: All accidents, spills, or other health and safety incidents must be reported to the Engineer.

D. Health and Safety Plan

The HASP must comply with OSHA regulations 29 CFR 1910.120/1926.65. This document must at a minimum contain the following:

1. Description of work to be performed

2. Site description

3. Key personnel

4. Worker training procedures

5. Work practices and segregation of work area
6. Hazardous substance evaluation
7. Hazard assessment
8. Personal and community air monitoring procedures and action levels
9. Personal protective equipment
10. Decontamination procedures
11. Safety rules
12. Emergency procedures
13. Spill prevention and control, as well as spill reporting procedures
14. Dust control, vapor/odor suppression procedures
15. Identification of the nearest hospital and route
16. Confined space procedures
17. Excavation safety procedures

**8.01 S.2 MEASUREMENT**

Health and Safety Requirements

A. 25% of the lump sum price will be paid when the following items are implemented or mobilized:

Medical surveillance program

Health and safety training

Health and safety plan

Environmental and personnel monitoring

Instrumentation

Spill control

Dust control

Personnel and equipment decontamination facilities

Personnel protective clothing

Communications

Mobilization

B. 50% will be paid in proportional monthly amounts over the period of work.

C 25% will be paid when the operation is demobilized and removed from the project site.

**8.01 S.3 PRICE TO COVER**

Health and Safety Requirements

The lump sum price bid for the health and safety requirements will include all labor, materials, equipment, and insurance necessary to complete the work in accordance with these specifications. The price bid will include, but not be limited to, the following:

A. Providing training, safety personnel, air monitoring and medical examinations as specified.

B. Providing safety equipment and protective clothing for site personnel, including maintenance of equipment on a daily basis; replacement of disposable equipment as required; decontamination of clothing, equipment and personnel; and all other health and safety activities or costs not paid for under other pay items in this Contract.

C. Providing, installing, operating and maintaining on-site emergency medical and first aid equipment. This includes all furnishings, equipment, supplies and maintenance of all medical equipment, and all other health and safety items and services for which payment is not provided under other pay items in this Contract.

D. Providing, installing, operating, maintaining, and decommissioning all personnel and equipment decontamination facilities, including decontamination pad, decontamination water supply, and all other items and services required for the implementation of the health and safety requirements for which pay items are not provided elsewhere in this Contract. Vehicle decontamination pads will be included in the price of this item. Disposal of decontamination fluid will be paid for under Item 8.01 W1 – Removal, Treatment, and Discharge/Disposal of Contaminated Water.

E. Spill Control

1. Payment will account for furnishing, installing, and maintaining all spill control equipment and facilities. Payment will include equipment and personnel to perform emergency measures required to contain any spillage and to remove spilled materials and soils or liquids that become contaminated due to spillage during work within the exclusion zones and handling of excavated soils and liquids from these areas. This collected spill material will be properly disposed of.

2. Payment under this item will not include testing, handling, transportation or disposal of petroleum-contaminated/potentially hazardous soils excavated during construction. The price for this work will be paid for under Items 8.01 C1 – Handling, Transporting and Disposal of Non-Hazardous Contaminated Soil, 8.01 C2 – Sampling and Testing of Contaminated/Potentially Hazardous Soil for Disposal Purposes or 8.01 H – Handling, Transporting and Disposal of Hazardous Soil, as appropriate.

F. Dust Control

Payment will account for furnishing, installing, and maintaining dust control equipment and facilities to be used whenever applicable dust levels are exceeded. Payment will include all necessary labor, equipment, clean water, foam, and all other materials required by the Dust Control Plan. The NYSDOH Community Air Monitoring Plan (CAMP) may be used as guidance.

G. Vapor/Odor Suppression

Payment will account for furnishing, installing and maintaining vapor/odor control equipment and facilities to be used whenever organic vapor monitoring or the presence of odors indicates that vapor suppression is required to protect workers or the public. Payment will include all necessary labor, equipment, clean water, foam and all other materials required by the Vapor/Odor Suppression Plan.

H. Mobilization/Demobilization

1. Mobilization

Payment will include the following, but not be limited to:

a. All work required to furnish, install and maintain all signs, fencing, support zone facilities, parking areas and all temporary utilities;

b. All work required to furnish, install, and maintain an office space with phone and utilities for health and safety personnel;

c. All work required for complete preparation of lay down area for roll-off containers, including sampling, and any required fencing;

d. All direct invoiced cost from bonding companies and government agencies for permits and costs of insurance; and

e. All other items and services required for mobilization and site preparation.

2. Demobilization

Payment will include but not be limited to: All work required to sample the area; remove from the site all equipment, temporary utilities and supporting facilities; performance of necessary decontamination and repairs; disposal of disposable equipment and protective gear and other items and services required for complete demobilization.

*Payment will be made under:*

| ITEM 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 must consist of the proper removal and disposal of all contaminated groundwater and decontamination water generated during construction operations. The Contractor must be solely responsible for the proper disposal or discharge of all contaminated water generated at the job site. The Contractor will have the option of treating water on-site for discharge to the sewer system or removing contaminated water for off-site disposal. The Contractor must be responsible to choose a method compatible to the construction work and will be compensated on a per day basis regardless of method employed. The Contractor will be compensated for only those days where the system is in full operation.

The Contractor must retain a dewatering/water treatment Specialist (hereinafter the "Specialist") and laboratory as specified under Item 8.01 W2 – Sampling and Testing of Contaminated Water, to conduct any testing that may be required for disposal of impacted water.

The dewatering/water treatment Specialist is responsible to obtain all permits; perform all water sampling, testing; and provide ancillary services related to dewatering and water treatment. The Specialist must at a minimum provide documentation to OEGS demonstrating the minimum requirements as set forth below:

1. The Specialist must demonstrate that it has, at a minimum, three (3) years' experience in the design of dewatering plans. The Specialist should demonstrate expertise dealing with issues associated with contaminated water. During that three (3) year period, the Specialist must demonstrate that it provided dewatering and water treatment systems as a routine part of its daily operations.
2. The Specialist must be experienced in work of this nature, size, and complexity and must have previous experience in working with the NYCDDC.
3. The Specialist must furnish a project listing identifying the location, nature of services provided, owner, owner's contact, contact's telephone number, project duration and value for at least five (5) projects within the last three (3) years of a similar nature, size, and complexity to this one.
4. If conditions within the exclusion zone are deemed hazardous, then the Contractor and its independent Environmental Consultant must ensure that all personnel working within identified exclusion zones and/or involved (direct contact) with the handling, storage or transport of hazardous and contaminated material must have completed a minimum of forty (40) hours of Health and Safety Training on Hazardous Waste Sites in accordance with 29 CFR 1910.120(e). The training program must be conducted by a qualified safety instructor. If conditions in the exclusion zone are deemed to be non-hazardous, the Specialist will be responsible to provide site-specific training to its employees and other affected personnel.
5. The Contractor must ensure that on-site management and supervisors directly responsible for or who supervise employees engaged in hazardous waste operations must receive the training specified in above and at least eight (8) additional hours of specialized training on managing such operations at the time of job assignment.

The Contractor must document all operations associated with the handling, sampling and disposal of contaminated water, and ensure that they are in compliance with applicable Federal, State and Local statutes and regulations.

The Contractor must supply all labor, equipment, transport, plant, material, treatment, and other incidentals required to conduct the specified work of this section.

If water will be disposed of into the sewer system, the Contractor must ensure the Specialist treats the water to comply with the New York City Department of Environmental Protection (NYCDEP) Sewer Effluent Limit concentrations prior to discharge. The Contractor is responsible for providing settling or filtering tanks and any other apparatus required by NYCDEP. Alternatively, the Contractor can provide a plan for transport and disposal at an off-site waste disposal facility.

Within forty-five (45) calendar days after award of Contract, the Contractor must submit to OEGS for review and approval, a Water Handling Plan (WHP). The WHP must be approved by OEGS prior to the Contractor's commencement of work. The minimum requirements for the WHP are specified herein Item 8.01W 1.2, for each type of disposal (disposal into the sewer or off-site disposal). The Contractor must maintain a complete, up to date copy of the WHP on the job site at all times.

## 8.01 W1.2 CONSTRUCTION DETAILS

For each disposal method the Contractor proposes to utilize (disposal to sewer or off-site disposal), the WHP must include the information required in paragraphs A and B below, as appropriate.

A. <u>On-site treatment and discharge into New York City sewers.</u>

1. Regulations: The Contractor must comply with all applicable regulations. This includes but may not be limited to:

   Title 15-New NYCDEP Sewer Use Regulations.

2. Permits: The Contractor is solely responsible to obtain all necessary and appropriate Federal, State and Local permits and approvals. The Contractor will be responsible for performing all and any system pilot tests required for permit approval. This includes but may not be limited to:

   a. Industrial waste approval for the New York City sewer system.

   b. Groundwater discharge permit for the New York City sewer system (NYCDEP Division of Sewer Regulation and Control), if discharge to sewer exceeds 10,000 gallons per day.

   c. The Contractor must comply with NYSDEC State Pollutant Discharge Elimination System (SPDES) Permit Number GP-0-10-001, General Permit for Stormwater Discharges.

   d. Long Island well permit for Brooklyn and Queens sites, if well points are used for dewatering.

   e. Wastewater quality control application, NYCDEP.

3. The WHP for this portion of the work must include the following at a minimum:

   a. Identification and design of Contractor's proposed treatment to assure that the water meets the NYCDEP sewer use guidelines prior to discharge to the sewer, including identification of all materials, procedures, settling or filtering tanks, filters and other appurtenances proposed for treatment and disposal of contaminated water.

   b. The name, address and telephone number of the contact for the Contractor's proposed chemical laboratory, as well as the laboratory's certifications under Federal, State or non-governmental bodies.

c. The name, address and telephone number of the contact for the Contractor's proposed independent Environmental Consultant.

d. Copies of all submitted permit applications and approved permits the Contractor have received.

4. Materials

The Contractor must supply all settling or filtering tanks, pumps, filters, treatment devices and other appurtenances for treatment, temporary storage and disposal of contaminated water. All equipment must be suitable for the work described herein.

5. Execution

a. The Contractor is solely responsible for disposal of all water, in accordance with all Federal, State and Local regulations.

b. The Contractor is solely responsible for any treatment required to assure that water discharged into the sewer is in compliance with all permits and Federal, State and Local statutes and regulations.

c. The Contractor is solely responsible for the quality of the water disposed of into the sewers.

d. The Contractor is responsible for sampling and testing of water for the NYCDEP Sewer Effluent Limit concentrations. The quality of the data is the Contractor's responsibility. Any sampling and testing must be conducted and paid in accordance with Item 8.01 W2 – Sampling and Testing of Contaminated Water.

e. The Contractor will be responsible to maintain the discharge rate to the sewer such that all permit requirements are met, the capacity of the sewer is not exceeded and no surcharging occurs downstream due to the Contractor's actions. Dewatering by means of well points or deep wells will not be allowed in the Boroughs of Brooklyn or Queens where the rate of pumping exceeds forty-five (45) gallons per minute unless the appropriate permit has been secured from the NYSDEC.

f. Disposal of Treatment Media

(1) The Contractor will be responsible for disposal or recycling of treatment media in accordance with all Federal, State and Local regulations.

(2) The Contractor must provide the Engineer with all relevant documentation concerning the disposal of treatment media, including manifests, bills of lading, certificates of recycling or destruction and other applicable documentation.

(3) **Disposal of treatment media will not be considered as a separate pay item; instead it will be considered as incidental work thereto and included in the unit price bid.**

B. Off-Site Disposal

1. Regulations: The Contractor must conform to all applicable Federal, State and Local regulations pertaining to the transportation, storage and disposal of any hazardous and/or non-hazardous materials as listed in Attachment 2.

2. The following must be submitted to the Engineer prior to initiating any off-site disposal:

a. (1) Name and waste transporter permit number

(2) Address

(3) Name of responsible contact for the waste transporter

(4) Any and all necessary permit authorizations for each type of waste transported

(5) Previous experience in performing the type of work specified herein

b. General information for each proposed treatment/disposal facility and at least one backup treatment/disposal facility

(1) Facility name and USEPA identification number

(2) Facility location

(3) Name of responsible contact for the facility

(4) Telephone number for contact

(5) Unit of measure utilized at facility for costing purposes

c. A listing of all permits, licenses, letters of approval and other authorizations to operate, which are currently held and valid for the proposed facility as they pertain to receipt and management of the wastes derived from this Contract.

d. A listing of all permits, licenses, letters of approval and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued. Provide dates of application(s) submitted. Planned submittals must also be noted.

e. The Contractor must specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste and provide dates of construction and beginning of use, if applicable. Drawings may be provided. The Contractor must identify the capacity available in the units and the capacity reserved for the subject waste.

f. The Contractor must provide the date of the proposed facility's last compliance inspection.

g. A list of all active (unresolved) compliance orders, agreements, enforcement notices or notices of violations issued to the proposed facility must be submitted. The source and nature of the cause of violation must be stated, if known. If groundwater contamination is noted, details of the facility's groundwater monitoring program must be provided.

h. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

3. Materials

All vessels for temporary storage and transport to an off-site disposal facility must be as required in DOT regulations.

4. Execution

a. General

(1) The Contractor must organize and maintain the material shipment records/manifests required by Federal, State and Local laws. The Contractor must include all bills of lading, certificates of destruction, recycling or treatment and other applicable documents.

(2) The Contractor must coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule. The schedule must be compatible with the availability of equipment and personnel for material handling at the job site.

(3) The Contractor must inspect all vehicles leaving the project site to ensure that contaminated liquids are not spilling and are contained for transport.

(4) The Contractor must obtain letters of commitment from the waste haulers and the treatment, disposal or recovery facility to haul and accept shipment. The letter must indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed as necessary.

(5) The Contractor must verify the volume of each shipment of water from the site.

(6) The Contractor is responsible for sampling and testing of water for off-site disposal. The quality of the data is the Contractor's responsibility. Any sampling and testing must be conducted and paid in accordance with Item 8.01 W2 – Sampling and Testing of Contaminated Water.

(7) The Contractor is responsible for any additional analyses required by the TSD facility, and for the acceptance of the water at an approved TSD facility.

b. Hauling

(1) The Contractor must not deliver waste to any facility other than the TSD facility(ies) listed on the shipping manifest.

(2) The Contractor must coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities must also be measured and recorded upon arrival at the TSD facility(ies). If any deviation between the two records occurs, the matter is to be reported immediately to the Engineer and must be resolved by the Contractor to the satisfaction of the Engineer.

(3) The Contractor will be responsible for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site. This cleanup must be accomplished at the Contractor's expense.

(4) The Contractor will be responsible for inspecting the access routes for road conditions, overhead clearance and weight restrictions.

(5) The Contractor must only use the transporter(s) identified in the WHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from NYSDEC may transport this material. Any use of substitute or additional transporters must have previous written approval from the Engineer at no additional cost to the City.

(6) The Contractor must develop, document, and implement a policy for accident prevention.

(7) The Contractor must not combine waste materials from other projects with material from this project.

(8) The Contractor must obtain for the City a hazardous waste generator identification number and will sign the manifest as the generator, if necessary.

(9) No material must be transported until approved by the Engineer.

c. Disposal Facilities

(1) The Contractor must use only the TSD facility(ies) identified in the WHP for the performance of the work. Substitutions or additions must not be permitted without prior written approval from OEGS, and, if approved, must be at no extra cost to the City.

(2) The Contractor will be responsible for acceptance of the material at an approved TSD facility, for ensuring that the facility is properly permitted to accept the stated material, and that the facility provides the stated storage and/or disposal services.

(3) The City reserves the right to contact and visit the disposal facility and regulatory agencies to verify the agreement to accept the stated material and to verify any other information provided. This does not in any way relieve the Contractor of the Contractor's responsibilities under this Contract.

(4) In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The Contractor is responsible for making the necessary arrangements to utilize the facility(ies), and the alternate facility(ies) must be approved in writing by the Engineer in the same manner and with the same requirements as for the original facility(ies). This must be done with no extra cost or delay to the City.

d. Equipment and Vehicle Decontamination

(1) The Contractor must design and construct a portable decontamination station to be used to decontaminate equipment and vehicles exiting the exclusion zone. The cost for this work will be paid under Item 8.01 S – Health and Safety.

## 8.01 W1.3 METHOD OF MEASUREMENT

The quantity for on-site treatment and discharge or off-site disposal will be on a per day basis.

## 8.01 W1.4 PRICE TO COVER

A. The per day price bid for Item 8.01 W1 will include the cost of furnishing all labor, materials, equipment, plan, and insurance for handling, transportation, disposal, documentation, permits, hauling, mobilization and demobilization, and any other incidentals thereto to complete the work.

B. The Contractor will not be paid for water that is within the NYCDEP Sewer Discharge Limits.

*Payment will be made under:*

| 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 will consist of sampling and testing of potentially contaminated groundwater, surface runoff within the excavated area and all contaminated water generated during the decontamination process.

B. Sampling and Testing

1. The Contractor is responsible, at a minimum, for sampling and testing of contaminated water for the NYCDEP Sewer Effluent Limit concentrations as listed in Attachment 1, and in accordance with the Engineer-approved SSP/FSP and the Investigation HASP, as specified in 8.01 C2. The quality of the data is the Contractor's responsibility. Any additional testing required by the Federal, State and/or disposal facilities must be included in the bid price of this Item.
2. All sampling and testing must be conducted by a person trained in sampling protocols using accepted standard practices and/or the NYSDEC sampling guidelines and protocols.
3. All sample containers must be marked with legible sample labels which must indicate the project name, sample location and/or container, the sample number, the date and time of sampling, preservatives utilized, how the sample was chilled to 4 degrees Celsius, and other information that may be useful in determining the character of the sample.
4. Chain-of-custody must be tracked from laboratory issuance of sample containers through receipt of the samples.
5. The Contractor must maintain a bound sample log book. The Contractor must provide the Engineer access to it at all times and must turn it over to the Engineer in good condition at the completion of the work. The following information, as a minimum, must be recorded to the log:
    a. Sample identification number
    b. Sample location
    c. Field observation
    d. Sample type
    e. Analyses
    f. Date/time of collection
    g. Collector's name
    h. Sample procedures and equipment used
    i. Date sent to laboratory/name of laboratory
6. Only dedicated sampling equipment may be used to collect these samples. All equipment involved in field sampling must be decontaminated before being brought to the site, and must be properly disposed of after use.
7. Samples must be submitted to the Contractor's laboratory within the holding times for the parameters analyzed.

8. All analyses must be done by a laboratory that has received approval from the NYSDOH's ELAP for the methods to be done. The Contractor must specify the laboratory in the WHP.

9. Analytical results for water discharged to the sewer and for off-site disposal must be submitted to the Engineer no later than five (5) days after sample collection.

10. The City reserves the right to direct the Contractor to conduct alternative sampling in lieu of the parameters described above, if the situation warrants. The substitute sampling parameters will be of equal or lesser monetary value than those described above, as determined by industry laboratory pricing standards.

### 8.01 W2.2 METHOD OF MEASUREMENT

Quantities for samples will be measured as the number of sets of samples that are tested for the NYCDEP Sewer Effluent Limit concentrations. A set will be defined as one (1) representative sample analyzed for the full range of NYCDEP parameters as specified in Attachment 1.

### 8.01 W2.3 PRICE TO COVER

The unit price bid per set for Item 8.01 W2 will include the cost of furnishing all labor, materials, equipment, plan, and insurance for handling, transport, sampling, testing, documentation, permits, other incidentals necessary to complete the work of sampling and testing of contaminated water. Any additional costs incurred by the Contractor for sampling and testing of contaminated water will be included in the bid price of this Item.

*Payment will be made under:*

| ITEM NUMBER | ITEM | PAYMENT UNIT |
|---|---|---|
| 8.01 W2 | Sampling and Testing of Contaminated Water | Set |

## ATTACHMENT 1: NYCDEP LIMITATIONS FOR DISCHARGE TO SEWER

**NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**BUREAU OF WASTEWATER TREATMENT**

## Limitations for Effluent to Sanitary or Combined Sewers

| Parameter[1] | Daily Limit | Units | Sample Type | Monthly Limit |
|---|---|---|---|---|
| Non-polar material[2] | 50 | mg/l | Instantaneous | --- |
| pH | 5-11 | SU's | Instantaneous | --- |
| Temperature | < 150 | Degree F | Instantaneous | --- |
| Flash Point | > 140 | Degree F | Instantaneous | --- |
| Cadmium | 2<br>0.69 | mg/l<br>mg/l | Instantaneous<br>Composite | ---<br>--- |
| Chromium (VI) | 5 | mg/l | Instantaneous | --- |
| Copper | 5 | mg/l | Instantaneous | --- |
| Lead | 2 | mg/l | Instantaneous | --- |
| Mercury | 0.05 | mg/l | Instantaneous | --- |
| Nickel | 3 | mg/l | Instantaneous | --- |
| Zinc | 5 | mg/l | Instantaneous | --- |
| Benzene | 134 | ppb | Instantaneous | 57 |
| Carbontetrachloride | --- | --- | Composite | --- |
| Chloroform | --- | --- | Composite | --- |
| 1,4 Dichlorobenzene | --- | --- | Composite | --- |
| Ethylbenzene | 380 | ppb | Instantaneous | 142 |
| MTBE (Methyl-Tert-Butyl-Ether) | 50 | ppb | Instantaneous | --- |
| Naphthalene | 47 | ppb | Composite | 19 |
| Phenol | --- | --- | Composite | --- |
| Tetrachloroethylene (Perc) | 20 | ppb | Instantaneous | --- |
| Toluene | 74 | ppb | Instantaneous | 28 |
| 1,2,4 Trichlorobenzene | --- | --- | Composite | --- |
| 1,1,1 Trichloroethane | --- | --- | Composite | --- |
| Xylenes (Total) | 74 | ppb | Instantaneous | 28 |
| PCB's (Total)[3] | 1 | ppb | Composite | --- |
| Total Suspended Solids (TSS) | 350[4] | mg/l | Instantaneous | --- |
| CBOD[5] | --- | --- | Composite | --- |
| Chloride[5] | --- | --- | Instantaneous | --- |
| Total Nitrogen[5] | --- | --- | Composite | --- |
| Total Solids[5] | --- | --- | Instantaneous | --- |

**1** All handling and preservation of collected samples and laboratory analyses of samples must be performed in accordance with 40 C.F.R. pt. 136. If 40 C.F.R. pt. 136 does not cover the

pollutant in question, the handling, preservation, and analysis must be performed in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater." All analyses must be performed using a detection level less than the lowest applicable regulatory discharge limit. If a parameter does not have a limit, then the detection level is defined as the least of the Practical Quantitation Limits identified in NYSDEC's Analytical Detectability and Quantitation Guidelines for Selected Environmental Parameters, December 1988

**2** Analysis for ***non-polar materials*** must be done by USEPA method 1664 Rev. A. Non-Polar Material will mean that portion of the oil and grease that is not eliminated from a solution containing N–Hexane, or any other extraction solvent the USEPA will prescribe, by silica gel absorption.

**3** Analysis for PCBs is required if ***both*** conditions listed below are met:
1) if proposed discharge ≥ 10,000 gpd;
2) if duration of a discharge > 10 days.
Analysis for PCBs must be done by USEPA method 608 with MDL=<65 ppt. PCB's (total) is the sum of PCB-1242 (Arochlor 1242), PCB-1254 (Arochlor 1254), PCB-1221 (Arochlor 1221), PCB-1232 (Arochlor 1232), PCB-1248 (Arochlor 1248), PCB-1260 (Arochlor 1260) and PCB-1016 (Arochlor 1016).

**4** For discharge ≥ 10,000 gpd, the TSS limit is 350 mg/l. For discharge < 10,000 gpd, the limit is determined on a case by case basis.

**5** Analysis for Carbonaceous Biochemical Oxygen Demand (CBOD), Chloride, Total Solids and Total Nitrogen are required if proposed discharge ≥ 10,000 gpd.

## ATTACHMENT 2: APPLICABLE REGULATIONS

Applicable regulations include, but are not limited to:

1. 49 CFR 100 to 179 - DOT Hazardous Materials Transport and Manifest System Requirements
2. 6 NYCRR 375-6 - NYSDEC Remedial Program Soil Cleanup Objectives
3. 6 NYCRR 360-1 NYSDEC Solid Waste Management Facilities
4. 6 NYCRR 364- Waste Transporter permits
5. Local restrictions on transportation of waste/debris
6. 40 CFR 260 to 272 - Hazardous Waste Management (RCRA)
7. 6 NYCRR 371 - Identification and Listing of Hazardous Wastes
8. 6 NYCRR 372 - Hazardous Waste Manifest System and Related Standards for Generators, Transporters and Facilities
9. 6 NYCRR 373-1 - Hazardous Waste Treatment, Storage and Disposal Facility Permitting Requirements
10. 6 NYCRR 376 - Land Disposal Restrictions
11. Posted weight limitations on roads or bridges
12. Transportation Skills Programs, Inc. 1985 - Hazardous Materials and Waste Shipping Papers and Manifests
13. Other local restrictions on transportation of waste/debris
14. Occupational Safety and Health Administration (OSHA), Standards and Regulations, 29 CFR 1910 (General Industry)
15. OSHA 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response
16. OSHA Safety and Health Standards 29 CFR 1926 (Construction Industry)
17. OSHA 29 CFR 1910.146 Confined Space Entry Standard
18. Standard Operating Safety Guidelines, USEPA Office of Emergency and Remedial Response Publication, 9285.1-03
19. NIOSH / OSHA / USCG / USEPA Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities (1986)
20. U.S. Department of Health and Human Services (DHHS) "NIOSH Sampling and Analytical Methods," DHHS (NIOSH) Publication 84-100
21. ANSI, Practice for Respiratory Protection, Z88.2 (1980)
22. ANSI, Emergency Eyewash and Shower Equipment, Z41.1 (1983)
23. ANSI, Protective Footwear, Z358.1 (1981)
24. ANSI, Physical Qualifications for Respirator Use, Z88.6 (1984)
25. ANSI, Practice for Occupational and Educational Eye and Face Protection, Z87.1 (1968)
26. Water Pollution Control Federation "Manual of Practice No. 1, Safety in Wastewater Works"
27. NFPA No. 327 "Standard Procedures for Cleaning and Safeguarding Small Tanks and Containers"

28. Occupational Safety and Health Act Confined Space Entry Standard 29 CFR 1910.146.87
29. Department of Transportation 49 CFR 100 through 179
30. Department of Transportation 49 CFR 387 (46 FR 30974, 47073)
31. Environmental Protection Agency 40 CFR 136 (41 FR 52779)
32. Environmental Protection Agency 40 CFR 262 and 761
33. Resource Conservation and Recovery Act (RCRA)
34. Any transporter of hazardous or non-hazardous materials must be licensed in the State of New York and all other states traversed in accordance with all applicable regulations.

## ATTACHMENT 3: DEFINITIONS

**Contaminated Groundwater and Decontamination Fluids:** Groundwater within the excavation trench or decontamination water that contains regulated compounds above the NYCDEP Discharge to Sewer Effluent limits.

**Disposal or Treatment Facility:** A facility licensed to accept either non-hazardous regulated waste or hazardous waste for either treatment or disposal.

**Exclusion Zone:** Work area that will be limited to access by Contractor personnel specifically trained to enter the work area only. The exclusion zone will be set up to secure the area from the public and untrained personnel. The project health and safety program will apply to all construction personnel including persons entering the work area.

**Hazard Assessment:** An assessment of any physical hazards that may be encountered on a work site.

**Hazardous Soils:** Soils that exhibit any of the characteristics of a hazardous waste, namely ignitability, corrosivity, reactivity, and toxicity, as defined in 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261.

**Hazardous Substance Evaluation:** An evaluation of the possible or known presence of any hazardous substances that may be encountered on a job site. This evaluation is included in the Health and Safety Plan and will include the identification and description of any hazardous substances expected to be encountered. Material Safety Data Sheets (MSDS) will be included for each substance.

**Health and Safety Plan:** A plan employed at a work site that describes all the measures that will be taken to assure that all work is conducted in a safe manner, and that the health of the workers and the public will be insured.

**Material Handling Plan:** A plan outlining the methods that will be employed to handle, transport and dispose of contaminated materials.

**Non-Hazardous Contaminated Soils:** Soils which exhibit a distinct chemical or petroleum odor, or exhibit elevated photoionization detector readings but are not classified as hazardous waste under 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261.

**New York State Health Department's Environmental Laboratory Approval Program:** A program by which the state of New York approves and accredits environmental testing laboratories.

**PCBs:** Polychlorinated biphenyls are a group of toxic compounds commonly used as a coolant in transformers and other electrical components.

**Photoionization Detector:** A hand held instrument used to measure volatile organic compounds in air. The instrument ionizes the organic molecules through the use of an ultraviolet lamp.

**RCRA Hazardous Waste Characteristics:** Characteristics of a material which may indicate the material is hazardous. These include: ignitability corrosivity, reactivity, and toxicity.

**Total Petroleum Hydrocarbons:** An analytical procedure used to determine the total amount of petroleum compounds in a material.

BMP - Pages

# SPECIFICATIONS FOR CONSTRUCTION OF BEST MANAGEMENT PRACTICE (BMP) AND MITIGATION AREA

## NOTICE

THE PAGES CONTAINED IN THIS SECTION ARE ISSUED FOR THE PURPOSE OF SPECIFYING THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND HEREBY MADE PART OF SAID CONTRACT DOCUMENTS.

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT SEQ002715

## 7.404-B EROSION AND SEDIMENT CONTROL LICENSED/CERTIFIED PROFESSIONAL

### A. Description of Work

The Contractor is advised to retain the services of an independent Licensed/Certified professional with practical experience in the principles and practices of erosion and sediment control and Stormwater Management to prepare and certify a site specific Stormwater Pollution Prevention Plan (SWPPP) in compliance with the New York State Department of Environmental Conservation (NYSDEC) Pollutants Discharge Elimination System (SPDES) General permit for Stormwater water runoff from construction activities GP-0-20-001, issued pursuant to Article 17, Titles 7, 8, and Article 70 of the Environmental Conservation Law (ECL). The Certified Professional shall be approved by NYCDDC and be present on-site prior to the start of any work.

Within thirty (30) days after the contract is registered, The Contractor shall submit a complete SWPPP and Notice of Intent (NOI) to the New York City Department of Design and Construction (NYCDDC) Infrastructure –Engineering Support Unit for review and comments. The Contractor through his Licensed/Certified Professional shall make all necessary revisions required and resubmit the SWPPP and the NOI for acceptance and signature. Work shall not begin until a permit identification number is issued by the NYSDEC, and an initial inspection is conducted by the Licensed/Certified Professional certifying that the appropriate control measures specified in the SWPPP have been adequately implemented to the satisfaction of the Resident Engineer and the Project Manager of the Engineering Support Unit.

### B. Qualifications

The Licensed/Certified Professional employed to perform the required work must have previous experience in work of this nature and in completing the necessary submittals required under this Contract. The Certified Professional shall be a Professional Engineer or a Landscape Architect licensed to practice in New York State, or a Soil and Water Conservation Society Certified Professional in Erosion and Sediment Control (CPESC). Prior to the start of work, the Contractor is required to submit the names and resumes of at least three (3) prospective candidates to the NYCDDC for approval. The NYCDDC shall make a selection or alternatively ask for more choices, if they deem the candidates to be unqualified.

C. Site Monitoring, Inspection and Reports

The Certified Professional shall monitor the Contractor's in-place erosion and sediment control devices, including, but not limited to, Turbidity Curtain, Reinforced Silt fence, Stake Straw Bales, Stabilized Construction Entrance, Storm Drain Inlet Protection Measure, Portable Sediment Tanks, and site dewatering measures, and shall notify the Contractor when maintenance or repair of these devices is necessary.

Following the start of construction activities, site inspections shall be conducted by the Certified Professional at least once a week and within 24 hours of rainfall events of 0.5 inches or greater. For construction sites where soils disturbance is greater than five (5) acres at one time, the Certified Professional shall conduct at least two (2) site inspections every seven (7) calendar days and within twenty-four (24) hours of the end of each rainfall event of 0.5 inches or greater. The two inspections shall be separated by a minimum of two (2) full calendar days. Subsequent to each inspection, the Certified Professional shall prepare an inspection report and submit the original to the Resident Engineer and one copy to the Infrastructure-Engineering Support Unit. At a minimum, the inspection report shall include, but not limited to, the following information:

1. Date and Time of inspection;
2. Name and Title of person performing the inspection;
3. A description of the weather and soil conditions (e.g. dry, wet, saturated) at the time of the inspection;
4. A description of the condition runoff at all points of discharged from the construction site. This shall include identification of any discharges of sediment from the construction site;
5. A description of the condition of all natural surface waterbodies located within or immediately adjacent to the properties boundaries of the construction site which receive runoff from disturbed areas. This shall include identification of any discharges of sediment to the surface waterbody;
6. Record of any evidence of soil erosion on the site, potential for pollutants entering the drainage systems, problems at discharge points (such as turbidity in receiving water) and signs of soil and mud transport from the site to the public road at the limits of the project;
7. Identification of all erosion and sediment control practices that need repair or maintenance;

8. Identification of all erosion and sediment practices that were not installed properly or are not functioning as designed and need to be reinstalled or replaced;
9. Description and sketch of areas that are disturbed at the time of the inspection and areas that have been stabilized (temporary and/or final) since the last inspection;
10. Corrective actions that must be taken to install, repair, replace or maintain erosion and sediment control practices; and to correct deficiencies identified with the construction of post-construction stormwater management practices;
11. Digital photographs, with date stamp, that clearly show the condition of all practices that have been identified as needing corrective actions. The Qualified Inspector shall attach paper color copies of the digital photographs to the inspection report. He shall also take digital photographs with date stamp, that clearly show the conditions of the practice(s) after the corrective actions has been completed;
12. Within one business day of the completion of an inspection, the Qualified Inspector shall notify the Contractor and the Resident Engineer of any corrective actions that need to be taken. The Contractor shall begin implementing the corrective actions within one business day of this notification; and
13. All the inspection reports shall be signed by the Licensed Professional.

The Contractor shall retain a signed copy of the General Permit GP-0-20-001, NOI, SWPPP, signed MS4 SWPPP Acceptance form, NOI Acknowledgment Letter and all original inspection reports required by this general permit at the construction site in a prominent place for public viewing from the date of initiation of construction activities to the date of final stabilization and the Notice of Termination (NOT) has been submitted to the NYSDEC. These documents must be made available to the permitting authority upon request. Prior to starting construction, the Contractor shall certify in the site logbook that the SWPPP was prepared in accordance with the requirements of the permit, and it meets all federal, state and local erosion and sediment control requirements.

In addition, the Contractor and Subcontractors shall identify at least one person who is an employee of the company that will be responsible for a day-to-day implementation of the SWPPP. The name and telephone number of this person should be listed in the SWPPP. This person shall be known as the Trained Contractor and shall have received a DEC-endorsed four (4) hours of Erosion and Sediment Control training. After receiving the initial training, the Trained Contractor shall attend a four (4) hours

training every three (3) years. The Contractor shall ensure that at least one Trained Contractor is on site on a daily basis when soil disturbance activities are being performed.

Performing implementation of a SWPPP on a permitted construction project without a Trained Contractor on site daily is a violation of Part III.A.6 of the SPDES General Permit. Stormwater controls must be maintained in good operating condition until all disturbed soils are permanently stabilized. Control devices in need of repair should be repaired promptly after identification.

Prior to filing of the Notice of Termination (NOT), or at the end of the permit term, the Contractor shall have the Licensed Professional perform a final site inspection. The Licensed Professional shall certify that the site has undergone final stabilization using either vegetative or structural stabilization methods and that all temporary erosion and sediment controls (such as silt fencing) not needed for long term erosion control have been removed. Subsequently, the Contractor shall submit a complete NOT to the Engineering Support Unit to terminate the permit coverage.

Additionally, the Licensed Professional must identify all permanent Stormwater management structures that have been constructed, and provide the owner(s) of such structures with a manual describing the operation and maintenance practices that will be necessary in order for the structures to function as designed after the site has been stabilized.

The Licensed Professional must also certify that the permanent structures have been constructed as described in the SWPPP.

D. Contractor's Liability.

The Contractor shall be liable for any discharge that either causes or contributes to a violation of water quality standards as contained in Parts 700 through 705 of Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York. Should any storm water runoff from the site violate the water quality standards, the Contractor will be directed to take immediate steps, at his own expense, to rectify the situation and prevent any further sediment from entering the storm sewer system.

In the event that pollutants are discharged to the storm water system due to the Contractor's negligence, the Resident Engineer will direct the Contractor to cease any or all construction activities contributing to the release of these pollutants. The Contractor shall be held responsible, at his own cost, for any and all necessary actions to remedy the damage.

Furthermore, failure of the Contractor and Sub-contractor(s) to strictly adhere to any permit requirements shall constitute a permit violation that could result in substantial criminal, civil, and administrative penalties.

It is the Contractor's responsibility to pay all the SPDES permit fees which shall consist of the yearly regulatory fee, the initial authorization fee per acre of land disturbed and per acre of future impervious area. The Contractor shall be liable for all penalties incurred due to his failure to pay these fees on time.

E. Measurement and Payment

The quantity to be measured for payment under this section shall be the total number of days necessary to prepare the required reports to secure the permits; conduct the inspection and supervision of all erosion and sediment control works within this Contract, site monitoring, photo documentation, and preparation of monitoring reports in accordance with the plans, specifications and direction of the resident engineer, performed prior to the date of substantial completion.

The Contractor shall receive a unit price bid for supplying all labor, materials and equipment required by the Certified Professional.

The contract price per unit for the Licensed/Certified Professional shall be as indicated on the Bid Schedule of Price for Item No. BMP-7.404-B. The unit price bid shall include, but not be limited to, the cost of furnishing all the labor, materials, fees, permits and testing required to prepare the SWPPP, provide and construct all erosion and sediment control devices in accordance with the approved SWPPP; inspect and monitor the work; comply with NYSDEC permitting requirements and all necessary incidentals to complete the work all in accordance with the specifications and the directions of the Engineer.

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DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT SEQ002715

## 7.502 CONSTRUCTION LIMIT FENCE

### A. Description of Work

The Contractor must furnish all materials, labor, and equipment necessary to install the construction limit fence specified herein and as shown on the Contract Drawings, including all incidental and appurtenant work required for a complete job. The construction limit fence is used to mark the limit of the construction activity and to protect the adjacent areas.

Prior to the start of work, Contractor must submit construction limit fence in accordance with the materials specified herein and the Contract Drawings for the approval of the Engineer. The Contractor must have written approval from the Engineer prior to installation.

Upon furnishing and installing the above sedimentation and erosion control device but prior to commencing any other work on-site, the Contractor must notify the Engineer and arrange for an on-site inspection.

The construction limit fence must be maintained in good condition and repaired as necessary by the Contractor during the construction and post-construction/site stabilization phases as directed by the Engineer.

### B. Materials and Methods

Construction Limit Fence: The construction limit fence must be high visibility orange construction fence with a minimum height of four (4) feet. The fence must be constructed of polyethylene fabric fastened to vertical line posts.

Fabric must be a high density polyethylene grid tightly secured to wood posts. The fabric must be securely fastened to vertical line posts by means of ties and spaced not more than 12 inches apart on rails and not more than 14 inches apart on line posts.

The construction limit fence must be located where indicated on the Contract Drawings. The fence must be adjusted to avoid interference with trees and to maintain access to houses.

Line posts must be conventional metal “T” or “U” post and must be spaced not more than 6 feet on centers. Posts must be securely set in the ground. Line posts must extend at least 2 feet below finished grade. Post locations must be adjusted to avoid tree roots as appropriate.

C. Maintenance

The construction limit fences must be inspected periodically (at least once per week), or as directed by the Engineer. Any required repairs must be made immediately.

D. Measurement and Payment

The quantity to be measured for payment under this Section must be the total number of linear feet of construction limit fence furnished, installed and maintained in accordance with the Plans and Specifications and the directions of the Engineer.

The contract price per linear foot for Construction Limit Fence must be as indicated on the BID SCHEDULE OF PRICES, Item No. BMP-7.502. The unit price per linear foot must include all labor, materials, equipment and work incidental expenses necessary or required to complete the work in accordance with the plans and specifications and to the satisfaction of the Engineer.

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DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT SEQ002715

## 7.504-A SILT FENCE

### A. Description of Work

The Contractor must furnish all materials, labor, and equipment necessary to construct silt fence as specified in NYCDOT Standard Highway Specifications Section 9.30 – Storm Water Pollution Preventions (Appendix B) and as shown on the Contract Drawings, including all incidental and appurtenant work required for a complete job.

Prior to the start of work, Contractor must submit silt fence in accordance with the materials specified in Section 9.30 and the Contract Drawings for the approval of the Engineer. The Contractor must have written approval from the Engineer prior to installation.

### B. Measurement and Payment

The quantity to be measured for payment under this section must be the total number of linear feet of silt fence, installed and maintained in accordance with the plans, specifications and directions of the Engineer. The welded wire fence and filter fabric which together make up the silt fence must be measured as one erosion and sediment control feature.

If a Stormwater Pollution Prevention Plan (SWPPP) is required in the Contract, the contract price for silt fence must be included in the lump sum price bid under NYCDOT Standard Highway Specifications Section 9.30 – Storm Water Pollution Preventions.

If, there is no SWPPP required in the Contract, the contract price per linear foot for Silt Fence must be as indicated on the BID SCHEDULE OF PRICES, Item No. BMP-7.504A. The bid price must include the full compensation for all labor, materials and equipment and incidental expenses necessary to complete the work in accordance with the plans and specifications and to the satisfaction of the Engineer.

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DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT SEQ002715

## 7.516 TURBIDITY CURTAIN

### A. Description of Work

1. The Contractor must furnish, deliver and install a turbidity curtain in the water body adjacent to the work area to trap sediment and prevent migration of silt from the work site into the water body. The turbidity curtain is an impenetrable barrier supported at the top through a flotation system and weighted at the bottom to achieve closure.

2. Prior to the start of work, Contractor must submit turbidity curtain in accordance with the materials specified herein and the Contract Drawings for the approval of the Engineer. The Contractor must have written approval from the Engineer prior to installation.

3. The turbidity curtain must be used when construction activity occurs along the water body shoreline. The turbidity curtain must be in place prior to any work starting in the work area before any land disturbance activities are initiated. The turbidity curtain must be removed within a week of completing the work.

4. The Turbidity Curtain must be located beyond the lateral limits of the work area and firmly anchored in place. The alignment must be set as close to the work area as possible but not so close as to be disturbed by construction equipment. The height of the curtain must be 20% greater than the depth of the water at Mean Higher High Water, to account for water level fluctuations and tidal range.

5. End anchors must be provided, with intermediate anchor points (for stakes or anchors) such that unanchored spans do not exceed 100 feet, sufficient to maintain the turbidity curtain in place.

### B. Materials

1. Turbidity Curtain must be per New York State Standards and Specifications for Erosion and Sediment Control section 5.65 - Turbidity Curtain.

2. Turbidity Curtain must be made from monofilament woven polypropylene with the following properties, or approved equal:

| | |
|---|---|
| Grab Strength | 247 lbf (ASTM D-4632) |

| | |
|---|---|
| Trap Tear Strength | 90 lbf (ASTM D-4533) |
| Puncture Strength | 495 lbf (ASTM D-6241) |
| Apparent Opening Size (max.) | No. 50 (ASTM D-4751) |
| Minimum Permittivity | 0.4 $sec^{-1}$ (ASTM D-4491) |
| Elongation | <50%, (ASTM D-4632) |
| UV Resistance | 40 (ASTM D-4355) |

3. Turbidity Curtain floats must be 6 inch diameter expanded polystyrene logs providing a minimum of 9 lbs/ft buoyancy.

4. Curtain must have 5/16 inch galvanized steel tension cable and 5/16 inch galvanized ballast chain, or approved equal.

5. Seams must be double sewn with grommets.

6. Barrier connection must be using marine grade quick connects.

C. Method

1. The area of proposed installation of the curtain must be inspected for obstacles and impediments that could damage the curtain or impair its effectiveness to retain sediment.

2. All materials must be removed at the end of construction so they do not enter the water body.

3. Shallow installations can be made by securing the curtain by staking rather than using a flotation system. Supplemental anchors of the turbidity curtain toe must be used, as needed, depending on water surface disturbances such as boats and wave action by winds.

D. Maintenance

1. The turbidity curtain must be inspected daily and repaired or replaced immediately.

2. When necessary, or as directed by the Engineer, sediment removal must be done by hand prior to removal of the barrier.

3. All removed silt must be stabilized away from the water body.

4. The barrier must be removed by carefully pulling it toward the construction site to minimize the release of attached sediment. Any

floating construction or natural debris must be immediately removed to prevent damage to the curtain.

5. If the curtain is oriented in a manner that faces the prevailing winds, frequent checks of the anchorage must be made.

E. Measurement and Payment

The quantity to be measured for payment under this Section must be the total number of linear feet, provided and placed, and removed upon the completion of work, as indicated on the Contract Drawings and as directed by the Engineer.

If a Stormwater Pollution Prevention Plan (SWPPP) is required in the Contract, the contract price for the turbidity curtain must be included in the lump sum price bid Item number 9.30 of the NYCDOT Standard Highway Specifications.

If, there is no SWPPP required in the Contract, the contract price per linear foot of turbidity curtain will be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.516.

The bid price must constitute full compensation for all labor, materials, equipment and work incidental thereto, necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

* * * * *

# UI - PAGES UTILITY INTERFERENCES SECTION

## NOTICE

The PAGES CONTAINED IN THIS SECTION (UI - PAGES) REPRESENT ADDITIONAL CONTRACT REQUIREMENTS APPLYING TO WORK PERFORMED IN THE PRESENCE OF PRIVATELY OWNED UTILITY FACILITIES.

(NO TEXT ON THIS PAGE)

# UTILITY INTERFERENCES (UI) SECTION

DATED: November 22, 2021

1. The Contractor shall be responsible for compliance with all the provisions of the following Sections and Schedules, which are hereby made a part of the original contract documents:

   A. "UI SECTION: Additional Contract Requirements Applying to Work Performed in the Presence of Privately Owned Utility Facilities" (Pages UI-3 through UI-11).

   B. Schedule U-1 (Page UI-13).

   C. Schedule U-2 (Pages UI-14).

      * Consolidated Edison – Pages UI-15 through UI-16

   D. Utility drawings (2 Sheets) consisting of:

      * Con Edison– Conduit and Duct Occupancy Plate (1 sheet)
      * Con Edison– Low Tension Mains and Service Plate (1 sheet)

      All two (2) drawings are attached to the Plans.

2. Each facility operator shall provide inspectors at the work site to inspect methods of interference work, verify quantities and items of Utility Work, and coordinate all phases of the facility operator operations.

3. In addition, the following statements are made to provide clarification of various Paragraphs under UI Section:

   A. UI Section, Paragraph 4, requires the Contractor to immediately commence negotiations with each Company for an Interference Agreement under which the Company will compensate the Contractor for any Interference Work which the Company does not elect to perform with its own forces or by specialty contractors retained by the Company. Thus, the Contractor is on notice that its work under the Contract may be affected by Interference Work performed by (a) the Contractor pursuant to a separate Interference Agreement with the Company, (b) the Company, or (c) partly by each.

   B. UI Section, Paragraph 2, informs the Contractor that the duration of the Contract as shown in Schedule A includes the time which may be necessary for the Contractor to perform the necessary Interference Work.

C. The Contractor is hereby informed that the duration of the Contract as shown in Schedule A includes the time which may be necessary for the Company to perform whatever portion of the Interference Work which the Company elects to perform with its own forces or by specialty contractors retained by the Company.

D. UI Section informs the Contractor that the City has entered Into an Interference Agreement with the Companies regarding interferences to the City work in this Contract created by the facilities owned and/or operated by such Companies. Pursuant to this Section, a sample of the Utility Agreement letter as executed by the Companies is annexed on page UI-12, as an Exhibit to the Contract. Signed copies of those Utility Agreement letters are on file with New York City Department of Design and Construction (DDC).

E. The City has no contract with any of the Companies for work on or adjacent to the site of work under this Contract, and the Companies are not "Other Contractors" as defined for the purposes of this Contract. The Contractor is reminded, however, that pursuant to UI Section, Paragraph 4, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, regardless of whether such Interference Work is covered by an Interference Agreement between the Contractor and the Company or is performed by the Company using its own forces or by specialty contractors retained by the Company.

F. UI Section, Paragraph 14, provides that the provisions of UI Section are material provisions of the Contract and that the Contractor's failure to comply with the procedures set forth in UI Section are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

Pursuant to this Section, the Contractor is informed that the Performance Bond required of the Contractor pursuant to the Contract is not deemed to guarantee performance of any of the Interference Work.

**Utility Interferences Section - Additional Contract Requirements Applicable to Work Performed in the Presence of Privately Owned Utility Facilities**

The Contractor is hereby notified that pursuant to the law and franchise agreements issued by the City, certain private utility and public service companies named in Schedule U-1 ("the Companies") own and/or operate surface and/or subsurface facilities within the limits of this contract. The existence of these facilities impacts the productivity of the City work called for in the contract. In order to improve coordination of the City construction with the private utility facilities owned and/or operated by the Companies named in Schedule U-1, Article 1.06.30 of the Standard Highway Specifications of the New York City Department of Transportation, Dated August 1, 2015; and/or Articles 10.15 through 10.18 of the Standard Sewer and Water Main Specifications of the New York City Department of Environmental Protection, Dated July 1, 2014; as applicable, are amended and will be implemented as follows:

1. ***Pre-engineering:***

The anticipated scopes of private utility facilities interferences and anticipated work items and specifications are included in this contract. The locations of these interferences are indicated on the plans and/or listed in the specifications for this contract, and a schedule of estimated quantities by type of interference expected to be encountered within the limits of this project area have been listed on Schedule U-2. In addition, in Schedule U-3 the Companies have provided standard details and methods for supporting, protecting, relocating, and/or working around their facilities when they are in interference with City contract work.

2. ***Means and methods for City work***:

a) The Contractor is hereby notified that the utility interferences identified on the plans and/or listed in the Specifications to be known conditions which may impact the performance of, and/or interferes with, City work. The Contractor will be required to perform such utility work as directed by the Resident Engineer in order to clear all utility interferences from the project site as required for satisfactory completion of City work within specified contract schedule.

b) In areas serviced by overhead lines on poles carrying electric, telecommunication and cable system, the Contractor understands and by bidding for this contract agrees that he/she has reviewed the schedule of estimated quantities by type of interference expected to be encountered within the limits of this project and that he/she will be required to perform the public work in the presence of these overhead lines and appurtenances located in areas adjacent and/or within the project area. As a consequence, he/she will select means and method of construction appropriate to maintain the safety clearances required or as permitted by contract specifications (e.g. "CET 350 – Overhead Accommodation Protection of Overhead Facilities, Poles, and Appurtenances") in order to avoid damaging the insulation or shielding of these lines and also to prevent knocking them down. The duration of the contract

as shown in Schedule A thus includes the time which may be necessary for the Contractor to remove, repair, protect, support, shift, temporarily remove and replace, work around and/or work in the presence of the Companies' facilities ("Interference Work") as described on the plans and/or specifications of the contract during the progress of the City work.

### 3. *Field inspection prior to construction*:

Prior to the start of any contract work in areas serviced by overhead electric lines, and after the award to the apparent low bidder for this contract, the Contractor must request a field walk of the project area along with the operator of the overhead electrical facilities and the DDC Engineer-In-Charge. At that time the facility operator, pursuant to contract specification (e.g. "CET 350 – Overhead Accommodation Protection of Overhead Facilities, Poles, and Appurtenances") will confirm the type and condition of the overhead electrical lines and the sufficiency of their insulating properties with respect to the means and methods proposed by the Contractor. The Contractor must be prepared to describe in enough details his/her proposed means and methods of construction operations in order to anticipate the likelihood that electric lines insulation would be cut or otherwise compromised. Also, such details will allow the facility operator to anticipate the need for added insulation and/or shielding of non-insulated lines.

### 4. *Compensation for interference work:*

Compensation for Interference Work is a matter of adjustment between the Contractor and each private utility company located within the limits of the project area and whose utility facilities are affected by City contract work. In particular, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, including, but not limited to, delay, lost profit, increased overhead, or any other impact costs which are deemed to be included in cost agreement between the Contractor and private utility company affected by such work. Upon receipt of a Notice of Award from the City, the Contractor shall immediately commence negotiations with each of the Companies concerning the manner in which and the price for which the Contractor, through its own forces or by others hired by it, will perform and be paid by the Company for all necessary Interference Work as defined above that the Company(ies) choose(s) not to perform with its(their) own forces or by specialty Contractors hired by it (them) (as per "Interference Agreement"). Specialty contractors' work is limited to (i) insulation installation and removal, (ii) live gas and steam work, (iii) cleanup and disposal of hazardous materials, (iv) splicing live electrical and telecommunications facilities, and (v) work not within the competence of general construction contractors.

***5. Interference Agreement:***

a) The Companies have provided estimate of the quantity of each type of interferences expected to be encountered in the contract in Schedule U-2. The parties may negotiate an Interference Agreement in any format or manner they deem fit based on quantities and types of Interferences expected to be encountered on this Contract as stated in Schedule U-2.

b) Furthermore, in Schedule U-3, standard unit work measurement and payment provisions are specified and shall apply only if the Contractor and affected Utility companies enters into a unit price based on an Interference Agreement, otherwise the unit of work measurement, and payment provisions set forth in Schedule U-3 shall not apply. The Contractor shall notify the City upon concluding an Interference Agreement with each of the Companies, which shall be binding and final once concluded.

***6. City contract work to continue without Interference Agreement:***

If, prior to the start of construction, as directed by the City's Order to work / Notice To Proceed (OTW/ NTP) date any of the Companies and the Contractor have not concluded an Interference Agreement as described above, then the City will issue to private utility company (ies) in a written "48 Hours' notice to Public Corporation" in accordance with the Administrative Code of the City of New York. Construction will then proceed as ordered and the Contractor will be directed by the Resident Engineer (RE) to perform the City work on Time, Material and Equipment basis (T&M) as specified in standard City contract agreement Article 26.2. T&M records will include identification of types of utility facilities interfering with City work, utility facility owners, specifying the nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work and crew size, such as: name and number of each worker employed on such work. T&M records will also indicate the hours of active time, standby time and idle time. The Company (ies) and the Contractor will maintain separate records of the actual quantity and cost of labor, materials, and equipment expended, and will provide copies of this information to the other party daily for reconciliation. These T&M records along with cost evaluations will be submitted daily to the Resident Engineer for review and approval. The total cost of City work will be based on quantity of work performed multiplied by unit price contract bid items. The total interference cost will be calculated as the difference between the total T&M cost and total cost for City work. The Resident Engineer will conduct a monthly reconciliation session of the daily T&M records with the affected Company (ies) and the Contractor. If the Contractor and affected utility companies cannot reconcile their T&M records, by the last day of each month, then the Resident Engineer will submit the approved City's T&M records along with total cost evaluations to the DDC Director of Construction who will review these records and recommend approval and validity certification by the DDC Construction Assistant Commissioner.

a) Copies of the DDC approved and certified T&M records will then be transmitted by the DDC to the Contractor and the utility companies. These certified records may be used by the Contractor for compensation claims against the responsible private facility owners, or may be used by any party as supporting documentation in dispute regarding compensation for performing Interference Work as identified in Schedule U-2. The Contractor will be required to perform City work while invoices are submitted by the Contractor to the utility companies for payment within 30 days, or while compensation disputes between the Contractor and affected company (ies) are submitted to Binding Arbitration process described in Paragraph 10.

b) All issues related to utility work and/or delays due to compensation disputes or claims against utility companies are not allowable as justification for granting contract time extensions or delay claims against the City. The City may assess liquidated damages specified in the contract for net overall delays suffered by City contract work as a result of utility issues, disputes and claims.

c) The standard City contract dispute resolution process specified in Article 27 "Presentation of disputes to Commissioner", of the standard City contract agreement is not applicable to any disputes related to utility work and/or compensation for such work or claim against utility companies. Utility work issues, disputes and claims may only be submitted to Binding Arbitration process described in Paragraph 10.

d) The Contractor will notify the Resident Engineer when utility capital work not specified in Schedule U-2 and/or for utility work that require the intervention of company utility specialty crews causes excessive contractor's labor and equipment standby or idleness and, thereby jeopardizing the City project schedule. The Resident Engineer will submit the facts to the DDC Director of Construction who will recommend to the DDC Deputy Commissioner regarding the issuance of a "48 Hours' notice to Public Corporation" to the concerned utility company as authorized by the New York City Administrative Code Section 19-143 and/or Section 24-521 as applicable.

e) Utility delays caused by utility capital work not listed in Schedule U-2 and/or by unavailability of utility specialty crews cannot be discounted for earning any contractual bonus when such bonus clause is included in a contract. However, if such specified bonus is not earned or is disallowed by the City or if the City assesses specified liquidated damages as a result of such excessive delays, the Contractor may seek damages from the responsible utility company (ies).

### *7. Extra utility work with Interference Agreement:*

If during construction the Contractor encounters utility facilities interferences or utility scope of work that it believes is not covered by the Interference Agreement as described above, then the Contractor shall immediately notify the Company in writing, with a copy to the City, describing the nature and location of the extra work in question. The Company then has five (5) business days to investigate the conditions and then:

a) Advise the Contractor and the City in writing that no interference with its facilities exists at the location in question, and hence that the Contractor may proceed with City work without providing for any impact from Company facilities;

b) Advise the Contractor and the City in writing that the Interference Agreement negotiated pursuant to Paragraph 6, above, provides for the scope of work encountered, specifying the exact unit items and/or terms of the agreement that cover the work;

c) Advise the Contractor and the City in writing that it intends to perform the necessary utility work with company forces or with its own contractor including, but not limited to, relocating its facility out of the way of the proposed City work. In this case, the Company shall provide a written schedule for the performance of the utility work it proposes to perform, which shall be subject to approval by the City based on its impact to the Contractor's currently approved progress schedule. Upon approval of the Company's schedule by the City, the Contractor shall provide access to the worksite to the Company and/or any contractors hired by it to perform this utility work. If necessary, the City may grant a contract time extension for delays caused by the performance of such utility work by the company.

d) Reasonably specify in writing the scope of work to be performed by the Contractor on behalf of the Company that is not covered under the Interference Agreement negotiated pursuant to Paragraph 6, including, but not limited to, relocating, supporting, and/or protecting the Company's facilities, and/or shifting the City facility if approved by the Resident Engineer, and/or otherwise changing its operations to work in the presence of the Company's facilities. Should the Company elect this option, it must adequately define and provide an initial price offer for the work required to be performed.

### *8. Means and Methods for utility work:*

Upon receipt of the Company's determination pursuant to Paragraphs 7.b, or 7.d, above, the Contractor shall determine reasonable means and methods of performing the work defined by the Company. These means and methods are subject to approval of the Company, which shall not be unreasonably withheld. If, however, the Company objects to the Contractor's proposed means and methods then it shall define an alternate method of construction. Upon receipt of the Company's approval or its proposed alternate method of construction, the Contractor shall commence

performance of the work defined by the Company as soon as possible, and shall perform the work in a good, workmanlike, and efficient manner, using the means and methods approved by the Company, in order to permit the City work to proceed in the most expeditious manner possible, but without imposing unreasonable and/or unnecessary costs on the Company. It is expressly understood by all parties that the City's rights pursuant to Article 4 of the Contract apply to Utility Work performed pursuant to this Section.

***9. Disputed utility work covered by an interference agreement:***

The City Work will continue as described in Paragraph 6 above. In the event of any dispute between the Company (ies) and the Contractor regarding any issue related to the performance of, or payment for, utility work, including, but not limited to, any indirect or impact costs incurred by the Contractor due to the Utility Work and/or to the existence of facilities owned or operated by the Company (ies) on the line of the work. The Company (ies) and the Contractor hereby agree to submit to each other a "Final Offer," in writing, by certified mail. Each party shall then have three business days to consider each other's Final Offer. In the event that neither party accepts the other's Final Offer within those three days, the Company (ies) and the Contractor agree to immediately submit the dispute to binding arbitration as described in Paragraph 10. During the pendency of any arbitration, the Company (ies) and the Contractor shall maintain separate records of the actual quantity and cost of labor, materials, and equipment expended, and to provide copies of this information to the other party on a daily basis for reconciliation. Any and all disagreement with the records maintained and provided by the other, must be documented in writing to all parties. However, these records are solely for the benefit of presentation to the arbitrator, whose decision may not necessarily be based on these records and in any event, is final. Both parties should be aware that the City will not confirm or deny the accuracy of any records that is not certified by DDC. While the arbitration is pending, the Company shall pay the Contractor on a monthly basis, based on the price offered by the Company to the Contractor for the performance of the work.

***10. Arbitration of utility work:***

The arbitration of the issues described above shall be conducted pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association (hereinafter "the Rules" and "AAA") in effect on the date the arbitration is initiated except as set forth herein. The arbitration award shall be final and binding upon the parties to the arbitration and judgment upon the award may be entered in a court having jurisdiction.

a) Once an arbitrator(s) has been appointed by the AAA, the arbitration shall be scheduled as promptly as possible given the arbitrator(s) and the parties' schedules.

b) No later than seven days prior to the first arbitration hearing, Company and the Contractor shall submit to the arbitrator(s), and to each other, a summary of each

party's respective position and such other information as is deemed appropriate, along with a copy of each party's Final Offer as specified in Paragraph 9.

c) The arbitration shall be conducted and concluded in two days.

d) On the morning of the first day of the arbitration, the Contractor and/or representatives shall have 3 ½ hrs. to make a presentation of its claim to the arbitrator. During its presentation, the Contractor shall not be permitted to produce any documents or cost records which have not already been provided to the Company. The Contractor shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.

e) Company and/or its representatives shall have two hours to ask the Contractor questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask the Contractor questions about its claim and its presentation.

f) On the morning of the second day of the arbitration, Company and/or its representatives shall have 3 ½ hours to make a presentation of its claim to the arbitrator. During its presentation, the Company shall not be permitted to produce any documents or cost records which have not already been provided to the Contractor. The Company shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.

g) The Contractor and/or its representatives shall have two hours to ask Company questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask Company questions about its claim and its presentation.

h) Subject to the above time limitations, the arbitrator(s) may conduct the arbitration in such manner as the arbitrator(s) deems reasonable.

i) The arbitrator(s) shall then have one week to select in writing, as the arbitrator ('s) award, that party's Final Offer which appears to be more reasonable, based on the presentations at the arbitration hearings.

j) The arbitrator shall have no discretion to grant an award other than one of the two Final Offers submitted by the parties.

k) Any award for work that has already been performed shall be paid on the 7th day after receipt of the arbitrator's decision, or on the 30th day after completion of the work, whichever is later. Payment for work not yet completed at the time of the arbitrator's decision shall be paid within 30 days of completion of work. Interest shall accrue from the date payment is due at the rate of 9% per annum. Either party may cause judgment to be entered in accordance with the arbitrator(s) decision in a court in the State of New York, County of New York.

l) The arbitrator's fees and any other costs of the arbitration shall be initially shared equally by Company and the Contractor. The non-prevailing party shall then pay all

arbitrator's fees and costs of the arbitration and shall reimburse the prevailing party for its share of such fees and costs theretofore paid.

m) The parties may, at any time, settle any matter submitted to arbitration.

***11. Order-out waiver:***

The Contractor and all subcontractors hired by it, if an Interference Agreement is executed as specified between the concerned parties, agree to waive any rights they may have, if any, under law, contract or otherwise to compel the City to assert any right the City may have, including the issuance of any directives required under the New York City Administrative Code, Section 19-143 and Section 24-521, to require any or all of the Companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove utility facilities in connection with the work to be performed under this contract. However, nothing in this Section shall preclude the City from exercising its rights under the Law to issue such a directive to the Company.

***12. Cost of insurance:***

Each of the named Companies, at their option and if an Interference Agreement is executed as specified between the concerned parties, may be named as an additional insured on all insurance policies required to be maintained under this contract. In the event that a Company opts to be so named as an additional insured, the actual incremental cost, if any, to the Contractor of providing such insurance coverage shall be borne by that Company. The Contractor shall provide a written statement from its insurance provider documenting the actual cost of this added coverage to the Company. Under no circumstances shall the cost of insurance coverage on behalf of any Company be borne by the City. Nothing in this paragraph shall be interpreted to imply the City's acceptance of any additional responsibility or liability for any matter related to the performance of Utility Work. In particular, the Company and the Contractor bear joint and full responsibility to ensure that any Utility Work performed by the Contractor is in compliance with all applicable government and Company regulations.

***13. Cost of utility interference work:***

The Companies, by virtue of participating in design alignment meetings and submitting their scope of Utility Interferences Work to the City, have agreed to perform their obligations described in this Section. It is expressly understood that the cost of Utility Work or any delays caused by such Utility Work shall not be a charge against the City, but shall be a matter for adjustment between the Contractor and the Company or Companies concerned. The City and the Contractor agree that the Companies are third party beneficiaries of this Section of the contract, if an Interference Agreement is executed between the Contractor and utility company (ies). The provisions of this Section shall govern in all cases where Company property interferes with or is about to be disturbed by the City work, notwithstanding any other provision of the Contract,

except for Natural Gas transmission/distribution facilities covered subject to the Gas Facility Cost Allocation Act (GFCAA) and covered separately in this contract.

***14. Default declaration:***

The Contractor agrees that the provisions of this Section are material provisions of the contract, and that the Contractor's failure to comply with the procedures set forth above are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

***15. NYS Labor Law:***

The Contractor is hereby advised that New York State Labor Law and/or, Davis-Bacon Act if federally funded, applies to public work. The work described in this Utility Interferences Section of the contract performed by utility company (ies) with their own forces or vendors hired by such company (ies) is not public work.

***16. Facility operators:***

The insurance requirements in Paragraph 12 of this UI Section apply to: (i) additional Companies, if any, who were not named in Schedule "A" but which have executed an Interference Agreement with the Contractor for utility work; and (ii) additional coverage, if any, paid for by Utility Companies whose utility facilities are located within the project limits, that they may require for the utility work pursuant to an Interference Agreement between the Contractor and such utility company (ies).

(End of Section)

"STANDARD UTILITY LETTER OF AGREEMENT"

Eric MacFarlane, P.E.
Deputy Commissioner, Infrastructure Division
Department of Design and Construction
30-30 Thomson Avenue
Long Island City, NY 11101

RE: City Work Performed in the Presence of Private Utility Facilities
Project No: _____

Dear Mr. MacFarlane:

This letter is to certify that_____, has requested the inclusion of the attached "Utility Interferences (UI) Section: Additional contract requirements applying to work performed in the presence of privately owned utility." The company agrees to abide by the terms of this UI Section at the company's own expenses due to their facilities interferences with the Public work.

Sincerely,

_____
By: Authorized Company Representative

_____
Title

NOTARY PUBLIC

CERTIFIED AS TO FORM
AND LEGAL AUTHORITY:

By: _____

## SCHEDULE U-1

### LISTING OF COMPANY (IES) NAMED FOR THIS CONTRACT

| COMPANY NAME | CONTACT NAME | CONTACT TELEPHONE | CONTACT EMAIL |
|---|---|---|---|
| CONSOLIDATED EDISON | DENNIS BRADY | 917 608 3435 | bradyd@coned.com |

# SCHEDULE U-2

## UTILITY INTERFERENCE
## ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
## FOR CONSOLIDATED EDISON
## SEQ002715
## REPLACEMENT & REPAIR OF COMB. SEWER OUTFALL AT 81ST STREET

| CET ITEM | DESCRIPTION | UNITS | ESTIMATED QUANTITY |
|---|---|---|---|
| CET 300 | SPECIAL CARE EXCAVATION AND BACKFILING | CY | 2 |
| CET 330E-B.5 | SUPPORT & PROTECT ELEC, GAS & STEAM FAC. DURING EXCAVATION OF CITY TRENCH WHEN FAC. LIE W/IN TRENCH LIMITS W/ SHEETING (TYPE .5) | LF | 5 |
| CET 401 | TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES | CY | 17 |
| CET 402.2A | EXISTING OCCUPIED NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT | LF | 50 |
| CET 638N | INSTALLATION OF FIELD CONSTRUCTED UTILITY STRUCTURE | CY | 4 |
| CET 638R | BREAK OUT AND REMOVE UTILITY STRUCTURE | CY | 4 |

**CET 300** SPECIAL CARE EXCAVATION AND BACKFILING — CY

*At the following locations:*

19th Ave. and 81st St. (SB40445) If Needed

**Total Quantity for CET 300 = 2**

**CET 330E-B.5** SUPPORT & PROTECT ELEC, GAS & STEAM FAC. DURING EXCAVATION OF CITY TRENCH WHEN FAC. LIE W/IN TRENCH LIMITS W/ SHEETING (TYPE .5) — LF

*At the following locations:*

19th Ave. and 81st St. (SB40445) If Needed

**Total Quantity for CET 330E-B.5 = 5**

**CET 401** TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES — CY

*At the following locations:*

19th Ave. and 81st St. (SB40445) If Needed

AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE

**Total Quantity for CET 401 = 17**

**CET 402.2A** EXISTING OCCUPIED NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT — LF

*At the following locations:*

19th Ave. and 81st St. (SB40445) If Needed

AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE

**Total Quantity for CET 402.2A = 50**

**CET 638N** INSTALLATION OF FIELD CONSTRUCTED UTILITY STRUCTURE — CY

*At the following locations:*

19th Ave. and 81st St. (SB40445) If Needed

**Total Quantity for CET 638N = 4**

**CET 638R** BREAK OUT AND REMOVE UTILITY STRUCTURE — CY

*At the following locations:*

19th Ave. and 81st St. (SB40445) If Needed

AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE

**Total Quantity for CET 638R = 4**

# END OF UI-PAGES

THE UI-PAGES CONSIST OF SEVENTEEN (17) PAGES AND
TWO (2) SHEETS OF PRIVATE UTILITY DRAWINGS ARE ATTACHED TO
THE CONTRACT PLANS

INT. SWR. — INTERCEPTING SEWER
COMB. SWR. — COMBINED SEWER
STD. C.I. — STANDARD CAST IRON
VIT. P., V.P. — VITRIFIED PIPE
E.S.V.P. — EXTRA STRENGTH VITRIFIED PIPE
R.C.P. — REINFORCED CONCRETE PIPE
F.A. — FIRE ALARM
W.P. — WORKING POINT
B.S. — BLUE STONE
B.S.C.,B.S.W. — BLUE STONE CURB,BLUE STONE WALK
D.C. — DROPPED CURB
GR. BLOCK — GRANITE BLOCK
GR. RD. C. — GRANITE ROUND CURB
F.T.R.C. — FLAT TOP REINFORCED CONCRETE
P.R.C. — PRECAST REINFORCED CONCRETE
BR., BRK. — BRICK
EXIST. — EXISTING
N.T.S. — NOT TO SCALE
C.C., C.W. — CONCRETE CURB,CONCRETE WALK
CONC. — CONCRETE
BLT. — BUILT
F.F.EL. — FIRST FLOOR ELEVATION
F.D. — FIRE DEPARTMENT
T.S. — TRAFFIC SIGN
CH. — CHAMBER
D.B. — DOUBLE BARREL
M.H. — MANHOLE
EXISTING SEWER LINE
WATER LINE OR STEAM MAIN
GAS LINE
ELECTRIC,TELEPHONE OR FIRE ALARM DUCT
NEW SEWER (UNDER 24"DIA.)
NEW SEWER (24"DIA.& LARGER)
BUILT MANHOLE
NEW MANHOLE
BUILT MANHOLE REPLACED BY NEW MANHOLE
MANHOLE–WATER,ELECTRIC,TELEPHONE,FIRE
EXISTING CATCH BASIN
NEW CATCH BASIN–TYPE 1,TYPE 2,TYPE 3
NEW CATCH BASIN REPLACING EXISTING BASIN
NEW DOUBLE CATCH BASIN
SHALLOW CATCH BASIN/INLET
TRAFFIC SIGNAL LIGHT
VALVE–WATER,GAS
STREET LAMP POLE
UTILITY POLE
UTILITY POLE WITH STREET LAMP
POLE
FIRE HYDRANT–HIGH PRESSURE,LOW PRESSURE
FIRE ALARM POST
FIRE ALARM BOX ON STREET LAMP POLE
TREE
FENCE
GAS COVER
SAN. SWR. — SANITARY SEWER
STM. SWR. — STORM SEWER
CL. — CLASS
D.I.P. — DUCTILE IRON PIPE
LIMITS OF 2" OVERLAY

# Department of Design and Construction

## DIVISION OF INFRASTRUCTURE
## BUREAU OF DESIGN

# CAPITAL PROJECT SEQ002715

REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL
LOCATED NORTH OF 81ST STREET AND 19TH AVENUE, ON LAGUARDIA AIRPORT PROPERTY
TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF QUEENS
CITY OF NEW YORK

| LIST OF DRAWINGS | |
|---|---|
| SHEET NO. | DESCRIPTION |
| 1 | TITLE SHEET |
| 2 | OUTFALL NO. 1 – 81ST STREET AND U.S. BULKHEAD |
| 3 | TEMPORARY ROADWAY LAYOUT |
| 4 | SUGGESTED CONSTRUCTION SEQUENCE |
| 5,6 | OUTFALL NO. 1 DETAILS |
| 7 | AS–BUILTS OF SEWER AT 81ST STREET |
| 8,9 | MAINTENANCE AND PROTECTION OF TRAFFIC |
| 10,11 | SEDIMENT AND EROSION CONTROL PLAN |
| F1 | FDNY BASE MAP |
| B1 | BORINGS (FOR INFORMATION ONLY) |
| CE1–CE2 | CONEDISON REFERENCE DRAWINGS |

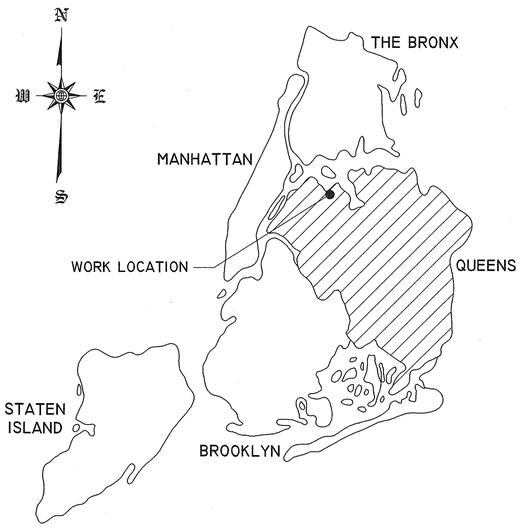
ERIC MACFARLANE, P.E.
DEPUTY COMMISSIONER — 12.1.21 DATE

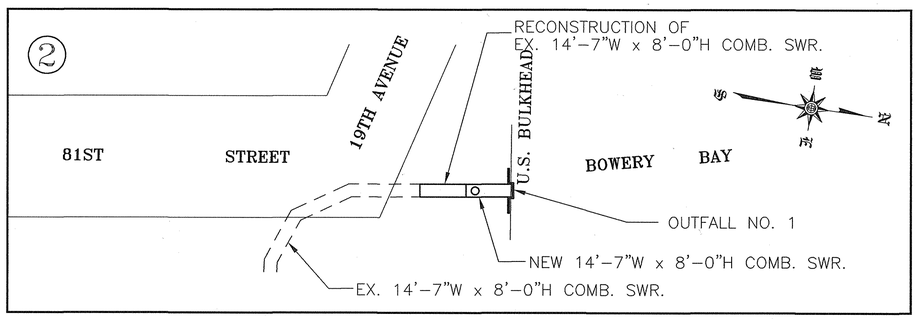
THOMAS WYNNE, P.E.
FIRST ASSOCIATE COMMISSIONER — 11/30/21 DATE

HOW SHEEN PAU, P.E.
ASSISTANT COMMISSIONER — 11/30/2021 DATE

MARIO VELENTI, P.E.
DIRECTOR — 11/30/21 DATE

KRISHNA REDDY, P.E.
ENGINEER-IN-CHARGE — 11/29/21 DATE




COMMUNITY BOARD NO. 1
LOCATION PLAN
N.T.S.

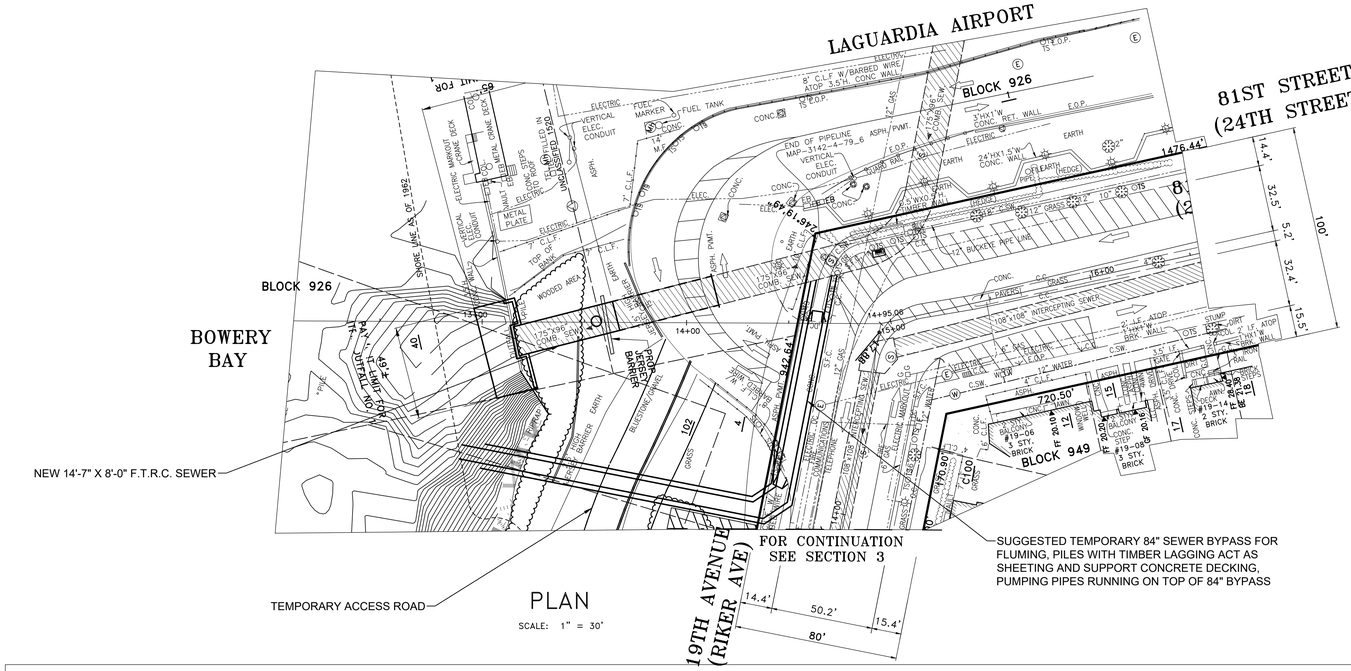
LEGEND
EX. COMBINED SEWER
PROP. COMBINED SEWER
(1) SHEET NUMBER

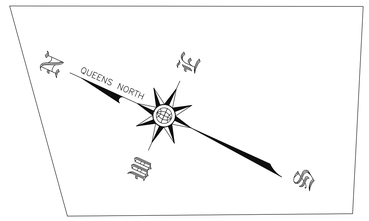
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|---|---|---|---|---|
| | | REVISIONS | | |

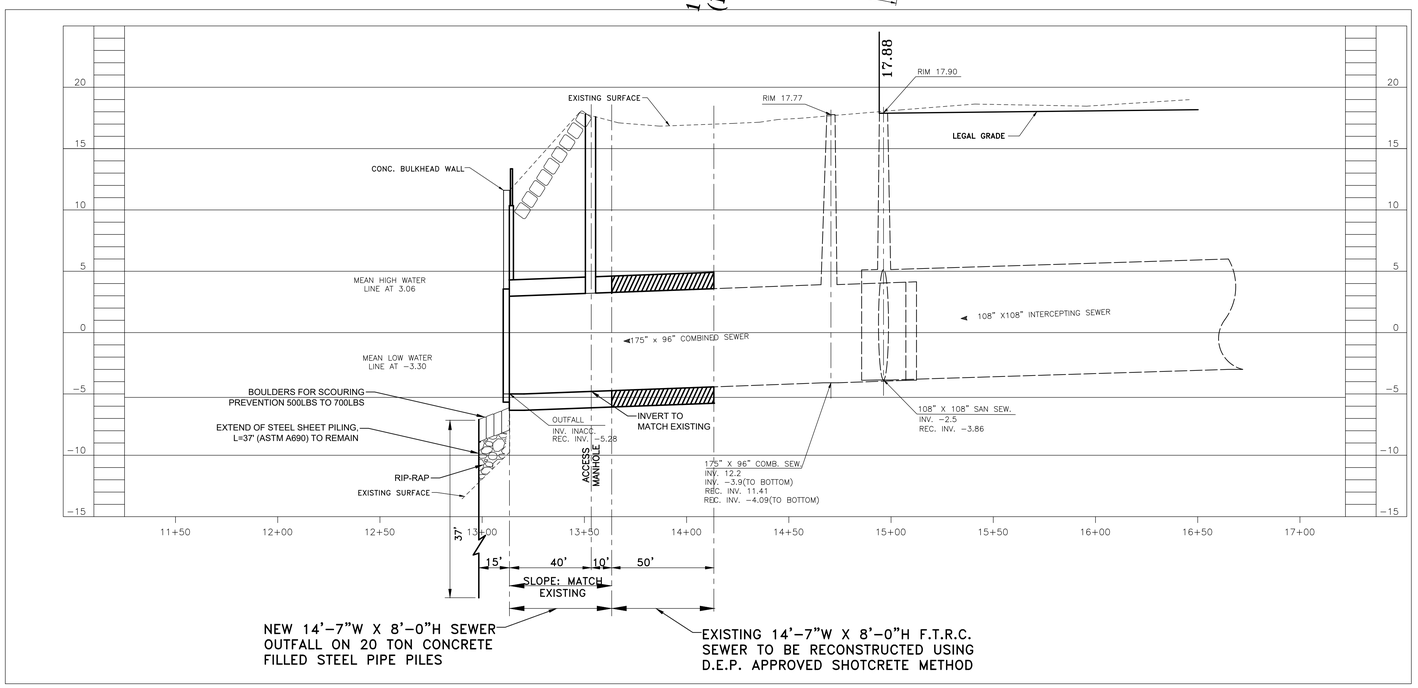
PROJECT ID: SEQ002715 | DATE: 11-29-21 | SHEET 1 OF 11

IN-HOUSE DESIGN

CAPITAL PROJECT SEQ002715, REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LAGUARDIA AIRPORT, BOROUGH OF QUEENS




## SEWER PROFILE ALONG 81ST STREET

SCALE: VERT: 1" = 5'
HORIZ: 1" = 30'

NOTES:

1. THE CONTRACTOR SHALL NOTIFY THE PORT AUTHORITY OF NY & NJ AT LEAST SIX (6) MONTHS IN ADVANCE OF STARTING CONSTRUCTION. ALL WORK SHALL BE COORDINATED WITH PORT AUTHORITY OF NY & NJ AND NYC DEP. THE CONTRACTOR SHALL ALSO SCHEDULE A MEETING WITH PORT AUTHORITY OF NY AND NJ PRIOR TO START OF CONSTRUCTION TO COMPLY WITH THEIR REQUIREMENTS.
   THE CONTACT PERSON IS:
   JOHN MUENZEN
   SENIOR PROGRAM MANAGER
   LAGUARDIA AIRPORT – PHYSICAL PLANT DIVISION
   JMUENZEN@PANYNJ.GOV
   (646) 879–6258
2. THE CONTRACTOR IS ADVISED THAT THERE MAY BE ANOTHER CONTRACTOR RETAINED BY THE PORT AUTHORITY OF NY & NJ WORKING WITHIN THE PROJECT AREA AND VICINITY. THE CONTRACTOR SHALL FULLY COORDINATE HIS CONSTRUCTION OPERATION WITH THE CONTRACTORS AND/OR CONSULTANTS RETAINED BY THE PORT AUTHORITY OF NY & NJ, AS DIRECTED BY THE ENGINEER. THE COST OF ALL WORK REQUIRED AND NECESSARY FOR THE CONTRACTOR TO COORDINATE HIS CONSTRUCTION OPERATIONS WITH OTHER CONTRACTORS AND/OR CONSULTANTS SHALL BE DEEMED INCLUDED IN THE PRICES BID FOR ALL CONTRACT ITEMS OF WORK. NO SEPARATE OR ADDITIONAL PAYMENT SHALL BE MADE FOR THIS WORK.
3. THE CONTRACTOR MUST SUBMIT FORM 7460, PROJECT INITIATION FORM (PIF) AND TENANT ALTERATION APPLICATION (TAA) WITH EQUIPMENT DETAILS AND INSURANCE TO THE PORT AUTHORITY OF NY & NJ FOR APPROVAL. ALSO CONTRACTOR SHALL OBTAIN ALL THE NECESSARY PERMITS FROM OTHER AGENCIES AND INSURANCE PRIOR TO THE START OF WORK.
4. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND CALCULATIONS DETAILING SHEETING, SHORING DESIGN AND STEEL SHEET PILING DESIGN WITH SUPPORTING CALCULATIONS TO THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY AND N.Y.C.D.D.C. FOR APPROVAL PRIOR TO EXCAVATION. SHOP DRAWINGS AND CALCULATIONS SHALL INCLUDE THE ORIGINAL SEAL AND SIGNATURE OF A NYS LICENSED PROFESSIONAL ENGINEER.
5. PILE RIG HEIGHT HAS BEEN RESTRICTED DUE TO AIRCRAFT FLIGHT PATH. PILE RIG SHALL BE IN ACCORDANCE WITH PORT AUTHORITY OF NEW YORK AND NEW JERSEY SPECIFICATIONS.
6. PROTECTION OF PORT AUTHORITY OF NY & NJ PROPERTY AND FACILITIES AND ADDITIONAL WORK PERFORMED BY CONTRACTORS ON BEHALF ON THE PORT AUTHORITY OF NY & NJ IS THE RESPONSIBILITY OF THE CONTRACTOR. ALL DAMAGES TO PORT AUTHORITY PROPERTY CAUSED BY THE PROJECT SHALL BE REPAIRED BY THE CONTRACTOR OR REPAIRED BY THE PORT AUTHORITY AND CHARGED TO THE CONTRACTOR.
7. ALL DIMENSIONS OF THE EXISTING OUTFALL AND OTHER EXISTING STRUCTURES SURROUNDING THE OUTFALL SHALL BE VERIFIED PRIOR TO THE COMMENCEMENT OF WORK. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY PRIOR TO THE START OF CONSTRUCTION WORK.
8. ALL EXISTING TREES, SHRUBS, VINES, JERSEY BARRICADES, ASPHALT PAVEMENT, ROADWAY, FENCES, SIGNS, SIGN'S POSTS, SIDEWALK, CURBS, PEDESTRIAN RAMPS, JERSEY BARRIERS, GRASS, GATES, GRAVEL ROADWAY, AND OTHER ENCUMBRANCES, SHALL BE REMOVED PRIOR TO CONSTRUCTION AND SHALL BE REPLACED IN KIND TO THE SATISFACTION OF THE ENGINEER AND THE PORT AUTHORITY OF NY & NJ.
9. NO ADDITIONAL PAYMENT OR SEPARATE PAYMENT SHALL BE MADE FOR REMOVAL AND INSTALLATION OF BYPASS PIPE, TEMPORARY GATE, TEMPORARY FENCE, MAINTENANCE AND PROTECTION OF TRAFFIC ITEMS, ETC.,
10. CONTRACTOR SHALL CONSTRUCT THE COFFERDAM AND RECONSTRUCT THE OUTFALL FROM THE WATER, BY BARGE DUE TO LACK OF SPACE.
11. NO WORK SHALL COMMENCE UNTIL SUCH APPROVAL AND PERMITS FOR THIS PROJECT HAS BEEN OBTAINED FROM PORT AUTHORITY AND OTHER PERMITS (DEC AND ARMY CORP OF ENGINEERS AND ETC.,), AS NEEDED. APPROVAL FROM RIKERS ISLAND PRISON AUTHORITY. NO ADDITIONAL OR SEPARATE PAYMENT SHALL BE MADE FOR THE WORK IN ORDER TO COMPLY WITH THE REQUIREMENTS FOR THE REQUIRED UPDATING OF PERMITS AND OBTAINING THE PERMITS. THE COST OF SUCH WORK SHALL BE DEEMED INCLUDED IN THE PRICES BID FOR ALL ITEMS OF WORK.
12. CONTRACTOR SHALL COORDINATE WITH CONTRACTOR WORKING WITHIN THE ELMJACK LITTLE LEAGUE AREA.
13. ACCESS ROADWAY BEHIND THE LGA FUEL FARM MUST REMAIN OPEN WITH NO SIGNIFICANT CLOSURES.
14. TREES REMOVED FROM PA LEASEHOLD PROPERTY TO ACCOMMODATE CONSTRUCTION WORK ARE REQUIRED TO BE REPLACED. SELECTED SPECIES ARE TO BE IN CONFORMANCE WITH PA AVIATION STANDARDS. TREES ARE TO BE NON–FRUIT BEARING TO NOT ATTRACT WILDLIFE.
15. LGA OPERATIONS IS TO BE NOTIFIED OF DAILY WORK ACTIVITIES. LGA OPERATIONS MAY BE REACHED AT 718–533–3700.
16. PLEASE CONTACT LARRY KUNO (LKUNO@BUCKEYE.COM, CELL: 516–523–0304) PRIOR TO CONSTRUCTION AND COORDINATE TO HAVE A BUCKEYE REPRESENTATIVE ON SITE WHILE WORKING IN THE VICINITY OF BUCKEYE'S PIPELINE. ANY MODIFICATIONS TO THE DESIGN PROVIDED APPROVE MUST BE REVIEWED AND APPROVED BY BUCKEYE PRIOR TO CONSTRUCTION.
17. NO ADDITIONAL OR SEPARATE PAYMENT SHALL BE MADE FOR ALL THE ABOVE WORK. THE COST OF SUCH WORK SHALL BE DEEMED INCLUDED IN THE PRICES BID FOR ALL ITEMS OF WORK.

MEAN HIGH WATER LINE AND MEAN LOW WATER LINE ARE OBTAINED BY A SOFTWARE PROGRAM APPROVED BY NYCDDC TOPOGRAPHICAL SECTION. THERE ARE POTENTIAL UNCERTAINTIES IN COMPUTED HEIGHTS WHEN APPLYING THE SOFTWARE TO CALCULATE TIDAL VALUES. THERE IS AN INHERENT ERROR IN THE SOFTWARE CALCULATION AND THEREFORE THE DATA IS NOT GUARANTEED AS SHOWN.
http://vdatum.noaa.gov/docs/est_uncertainties.html

"ONLY SURVEY MAPS MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S BLUE INKED OR EMBOSSED SEAL SHALL BE CONSIDERED TO BE TRUE VALID COPIES"

"UNAUTHORIZED ALTERATIONS OR ADDITION TO A LAND SURVEYING MAP BEARING A LICENSED PROFESSIONAL LAND SURVEYOR'S SEAL IS A VIOLATION OF ARTICLE 145, SECTION 7209, SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW"

FIELD SURVEY WAS COMPLETED ON: AUGUST 18, 2019

LOCATIONS, EXTENT AND SIZES OF UNDERGROUND UTILITIES AND SUBSTRUCTURES HAVE BEEN DETERMINED FROM RECORD INFORMATION, SUPPLEMENTED BY DATA OBTAINED IN THE FIELD. ACCURACY OF THIS UTILITY DATA IS NOT GUARANTEED, NOR IS THERE ANY GUARANTEE THAT ALL EXISTING UTILITIES AND SUBSTRUCTURES, WHETHER FUNCTIONAL OR ABANDONED, ARE SHOWN ON THIS MAP. CONSULT WITH THE APPROPRIATE UTILITY COMPANY PRIOR TO ANY DESIGN IMPROVEMENTS.

NOTE: ALL ELEVATIONS SHOWN ON THIS SURVEY REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). TO CONVERT THIS DATUM TO QUEENS HIGHWAY DATUM, SUBTRACT 1.625 FEET FROM EACH ELEVATION ALL COORDINATES ARE SHOWN IN THE BOROUGH OF QUEENS COORDINATE SYSTEM.

| NO. | DATE | DESCRIPTIONS | BY | APPR'D |
|---|---|---|---|---|
| | | REVISIONS | | |

TOPOGRAPHIC SURVEY PREPARED BY:
*NAME OF SURVEYING FIRM*
LICENSED LAND SURVEYOR

DESIGNED K.B
DRAWN K.B
CHECKED K.R, M.V.

SCALE AS SHOWN

CADD FILE

KRISHNA REDDY, P.E.
ENGINEER–IN–CHARGE

MARIO VALENTI, P.E.
DIRECTOR

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

81ST STREET
INTERSECTION OF 81ST STREET AND 19TH AVE
PLAN AND PLOFILE

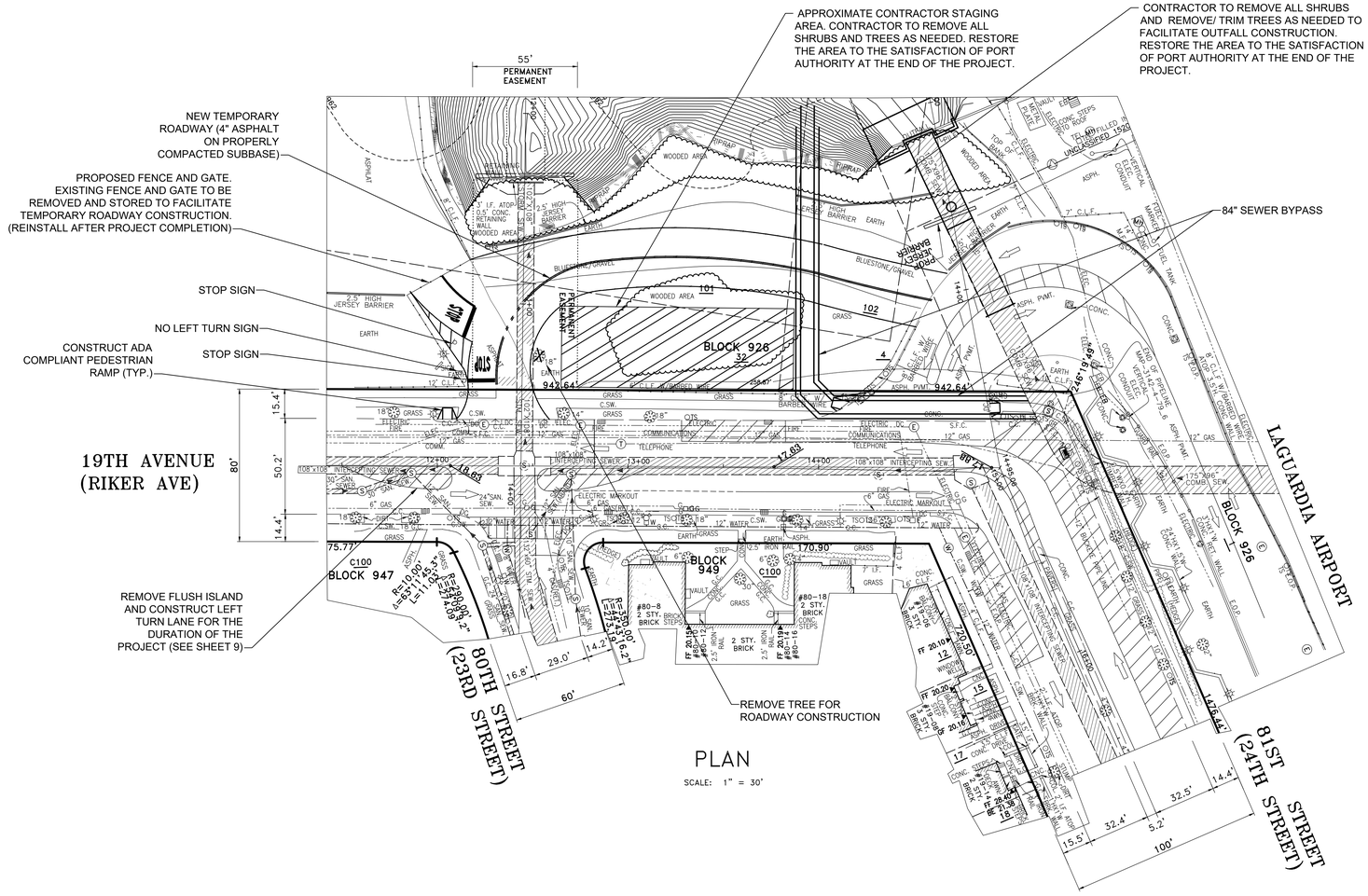
FOR THE CONSTRUCTION OF REPLACEMENT/REPAIR OF COMBINED SEWER OUTFALL
LAGUARDIA AIRPORT
BOROUGH OF QUEENS

PROJECT ID: SEQ002715 | DATE: 8/12/2021 | SHEET 2 OF 11 | 2/11

IN-HOUSE DESIGN

Sheet File: F:\DESIGN\SE–DESIGN\SE2\SEQ\SEQ002708\AutCAD DWG SEQ002715\latest drawings\SEQ002715_MM2 – 1–4 Title, Outfall, Sequence.dwg
Date/Time: Nov 26, 2021, 8:52am

CAPITAL PROJECT SEQ002715, REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LAGUARDIA AIRPORT, BOROUGH OF QUEENS




PLAN

SCALE: 1" = 30'

"ONLY SURVEY MAPS MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S BLUE INKED OR EMBOSSED SEAL SHALL BE CONSIDERED TO BE TRUE VALID COPIES"

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FIELD SURVEY WAS COMPLETED ON: AUGUST 18, 2019

LOCATIONS, EXTENT AND SIZES OF UNDERGROUND UTILITIES AND SUBSTRUCTURES HAVE BEEN DETERMINED FROM RECORD INFORMATION, SUPPLEMENTED BY DATA OBTAINED IN THE FIELD. ACCURACY OF THIS UTILITY DATA IS NOT GUARANTEED, NOR IS THERE ANY GUARANTEE THAT ALL EXISTING UTILITIES AND SUBSTRUCTURES, WHETHER FUNCTIONAL OR ABANDONED, ARE SHOWN ON THIS MAP. CONSULT WITH THE APPROPRIATE UTILITY COMPANY PRIOR TO ANY DESIGN IMPROVEMENTS.

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ALL COORDINATES ARE SHOWN IN THE BOROUGH OF QUEENS COORDINATE SYSTEM.

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http://vdatum.noaa.gov/docs/est_uncertainties.html

| NO. | DATE | DESCRIPTIONS REVISIONS | BY | APPR'D |
|---|---|---|---|---|
| | | | | |

TOPOGRAPHIC SURVEY PREPARED BY:
*NAME OF SURVEYING FIRM*

LICENSED LAND SURVEYOR

DESIGNED K.B
DRAWN K.B
CHECKED K.R, M.V.

SCALE AS SHOWN

CADD FILE

KRISHNA REDDY, P.E.
ENGINEER-IN-CHARGE

MARIO VALENTI, P.E.
DIRECTOR

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

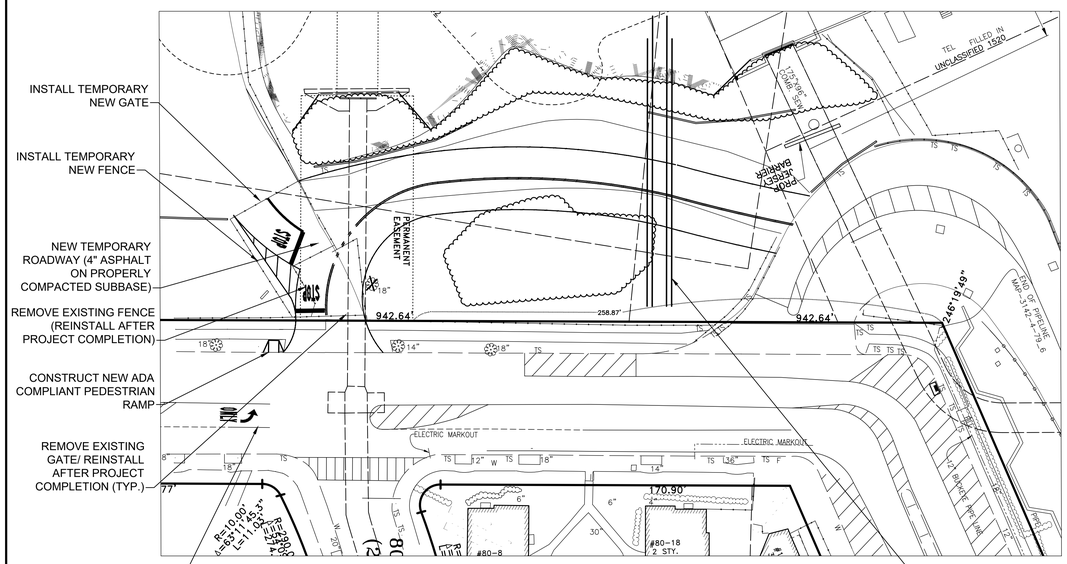
19TH AVENUE
INTERSECTION OF 80TH AND 81ST STREET WITH 19TH AVE
TEMPORARY ROADWAY LAYOUT

FOR THE CONSTRUCTION OF REPLACEMENT/REPAIR OF COMBINED SEWER OUTFALL
LAGUARDIA AIRPORT
BOROUGH OF QUEENS

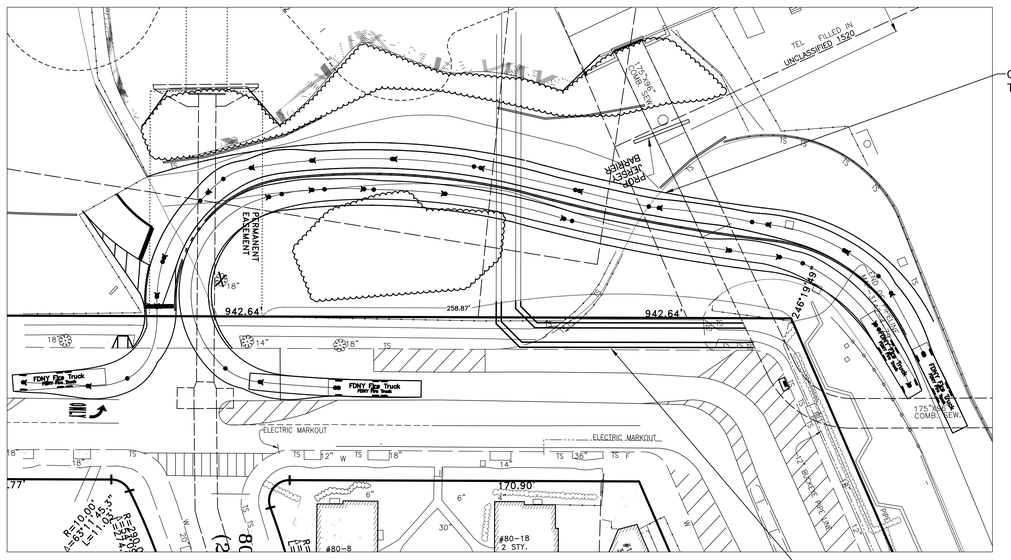
PROJECT ID: SEQ002715 | DATE: 8/12/2021 | SHEET 3 OF 11 | 3/11

IN-HOUSE DESIGN

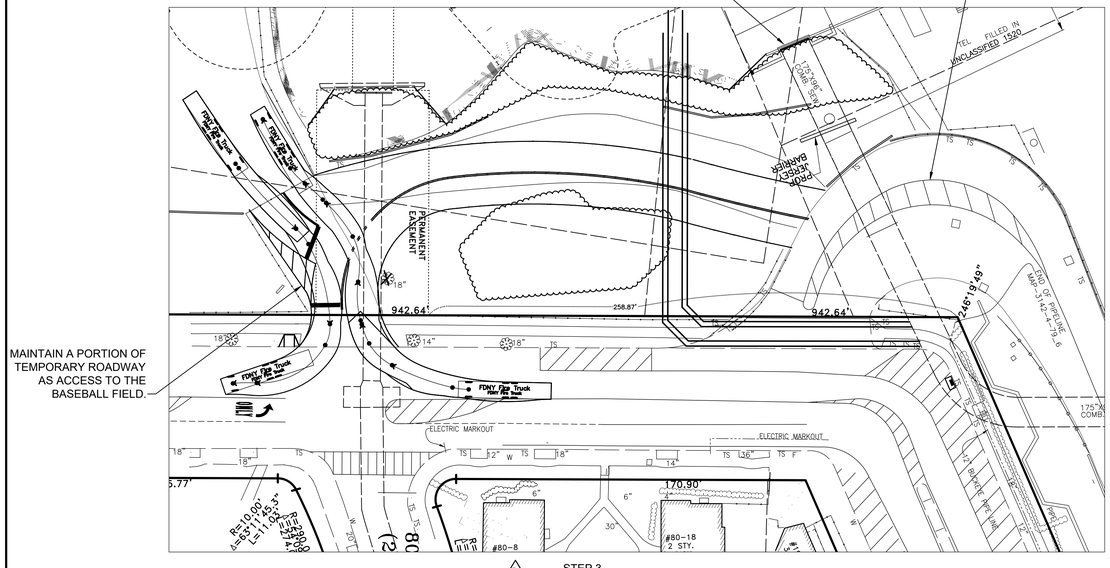
CAPITAL PROJECT SEQ002715, REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LAGUARDIA AIRPORT, BOROUGH OF QUEENS



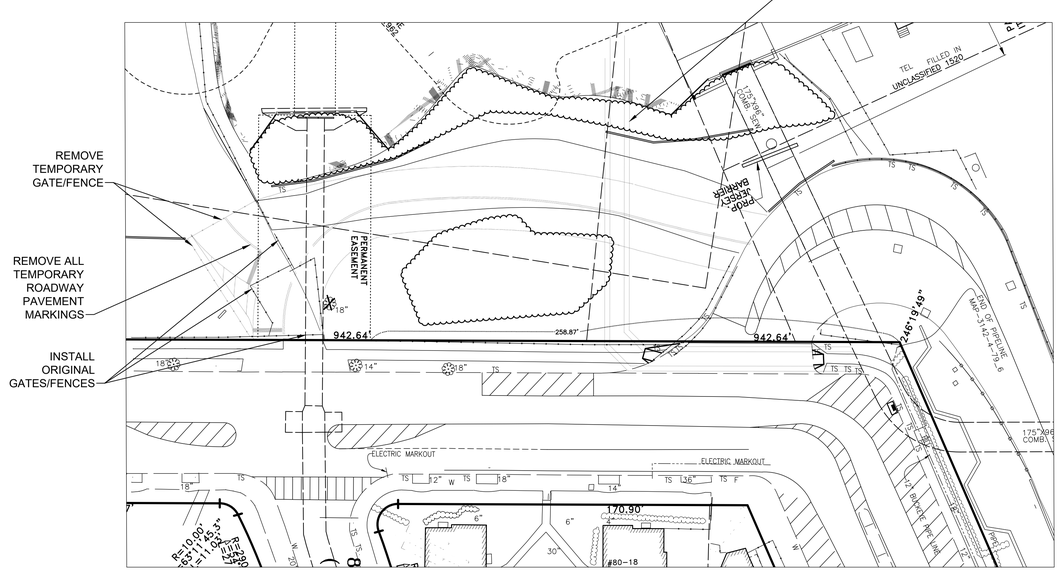

1 STEP 1 .
CONSTRUCT TEMPORARY ROADWAY FOR ACCESS TO THE AIRPORT. BUILD DOWNSTREAM PORTION OF 84" BYPASS.




2 STEP 2.
REDIRECT THE TRAFFIC TO NEWLY CONSTRUCTED ROADWAY AS ACCESS ROAD TO THE AIRPORT WITH THE TRAFFIC SIGNS. DRIVE UPSTREAM SEGMENT OF PILES, INSTALL 84" BYPASS PIPE WITH PUMPING EQUIPMENT. INSTALL DECKING ON PILES FOR PA TRAFFIC.




3 STEP 3.
REOPEN ORIGINAL ROADWAY AS ACCESS TO THE AIRPORT. MAINTAIN A PORTION OF TEMPORARY ROADWAY AS ACCESS TO THE BASEBALL FIELD. PROCEED TO RECONSTRUCT THE OUTFALL.




4 STEP 4 .
REMOVE 84" BYPASS WHILE REDIRECTING THE TRAFFIC AS SHOWN IN STEP 2 AND STEP 1. REMOVE ALL TEMPORARY GATES/ FENCES INSTALLED AND REINSTALL ORIGINAL GATES/ FENCES. REMOVE ALL TEMPORARY ROADWAY PAVEMENT MARKINGS. RESTORE TREES AND SHRUBS PREVIOUSLY REMOVED TO THE SATISFACTION OF PORT AUTHORITY.

# PLAN

SCALE: 1" = 30'

"ONLY SURVEY MAPS MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S BLUE INKED OR EMBOSSED SEAL SHALL BE CONSIDERED TO BE TRUE VALID COPIES"

"UNAUTHORIZED ALTERATIONS OR ADDITION TO A LAND SURVEYING MAP BEARING A LICENSED PROFESSIONAL LAND SURVEYOR'S SEAL IS A VIOLATION OF ARTICLE 145, SECTION 7209, SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW"

FIELD SURVEY WAS COMPLETED ON: AUGUST 18, 2019

LOCATIONS, EXTENT AND SIZES OF UNDERGROUND UTILITIES AND SUBSTRUCTURES HAVE BEEN DETERMINED FROM RECORD INFORMATION, SUPPLEMENTED BY DATA OBTAINED IN THE FIELD. ACCURACY OF THIS UTILITY DATA IS NOT GUARANTEED, NOR IS THERE ANY GUARANTEE THAT ALL EXISTING UTILITIES AND SUBSTRUCTURES, WHETHER FUNCTIONAL OR ABANDONED, ARE SHOWN ON THIS MAP. CONSULT WITH THE APPROPRIATE UTILITY COMPANY PRIOR TO ANY DESIGN IMPROVEMENTS.

NOTE: ALL ELEVATIONS SHOWN ON THIS SURVEY REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). TO CONVERT THIS DATUM TO QUEENS HIGHWAY DATUM, SUBTRACT 1.625 FEET FROM EACH ELEVATION ALL COORDINATES ARE SHOWN IN THE BOROUGH OF QUEENS COORDINATE SYSTEM.

MEAN HIGH WATER LINE AND MEAN LOW WATER LINE ARE OBTAINED BY A SOFTWARE PROGRAM APPROVED BY NYCDOC TOPOGRAPHICAL SECTION. THERE ARE POTENTIAL UNCERTAINTIES IN COMPUTED HEIGHTS WHEN APPLYING THE SOFTWARE TO CALCULATE TIDAL VALUES. THERE IS AN INHERENT ERROR IN THE SOFTWARE CALCULATION AND THEREFORE THE DATA IS NOT GUARANTEED AS SHOWN.
http://vdatum.noaa.gov/docs/est_uncertainties.html

| NO. | DATE | DESCRIPTIONS | BY | APPR'D |
|---|---|---|---|---|
| | | REVISIONS | | |

TOPOGRAPHIC SURVEY PREPARED BY:
*NAME OF SURVEYING FIRM*

LICENSED LAND SURVEYOR

DESIGNED K.B
DRAWN K.B
CHECKED K.R, M.V.

SCALE AS SHOWN

CADD FILE

KRISHNA REDDY, P.E.
ENGINEER-IN-CHARGE

MARIO VALENTI, P.E.
DIRECTOR

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

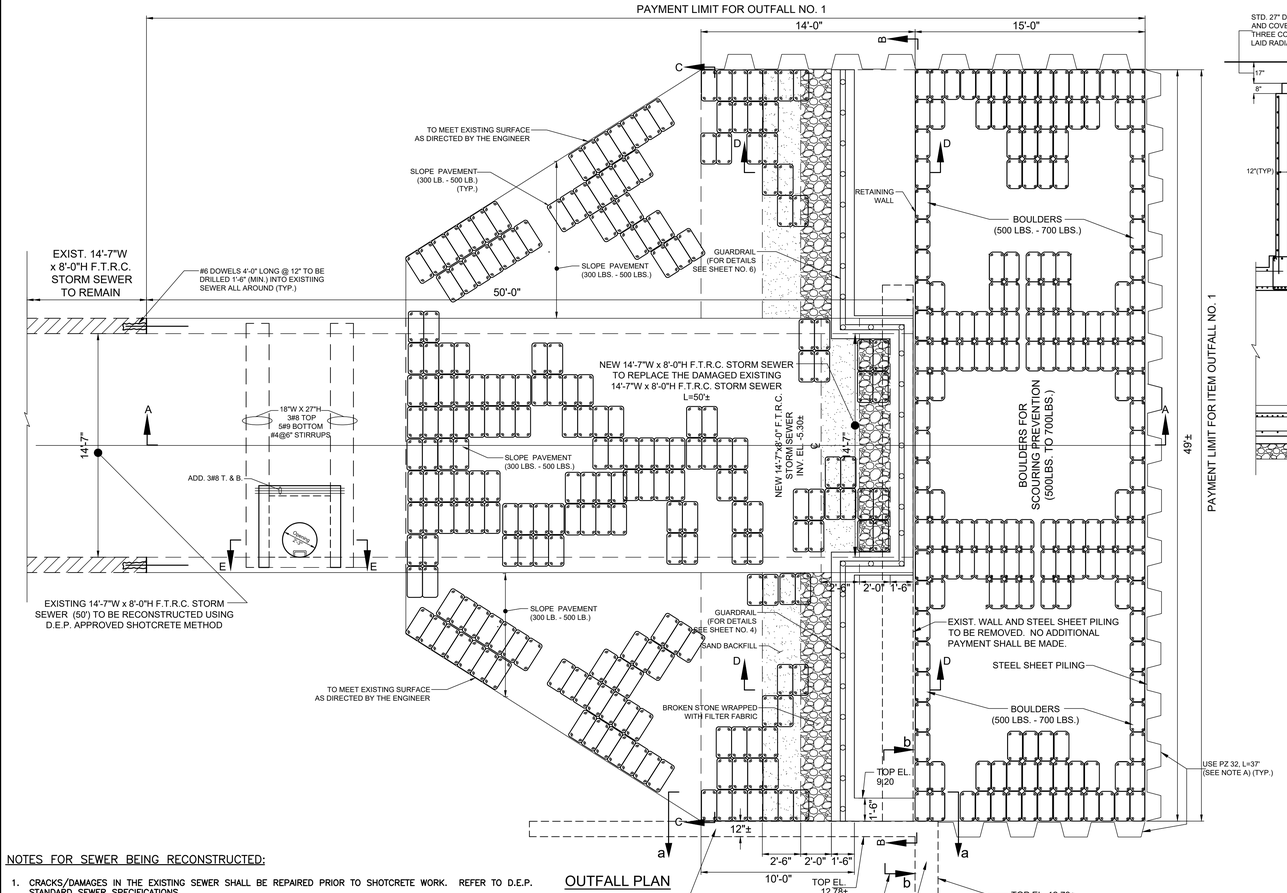
81ST STREET
INTERSECTION OF 81ST STREET AND 19TH AVE
SUGGESTED CONSTRUCTION SEQUENCE

FOR THE CONSTRUCTION OF REPLACEMENT/REPAIR OF COMBINED SEWER OUTFALL
LAGUARDIA AIRPORT
BOROUGH OF QUEENS

PROJECT ID: SEQ002715 | DATE: 8/12/2021 | SHEET 4 OF 11 | 4/11

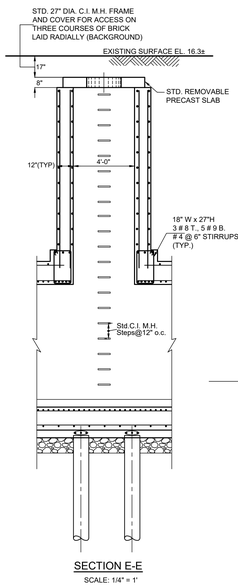
IN-HOUSE DESIGN

CAPITAL PROJECT SEQ002715, REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LAGUARDIA AIRPORT, BOROUGH OF QUEENS



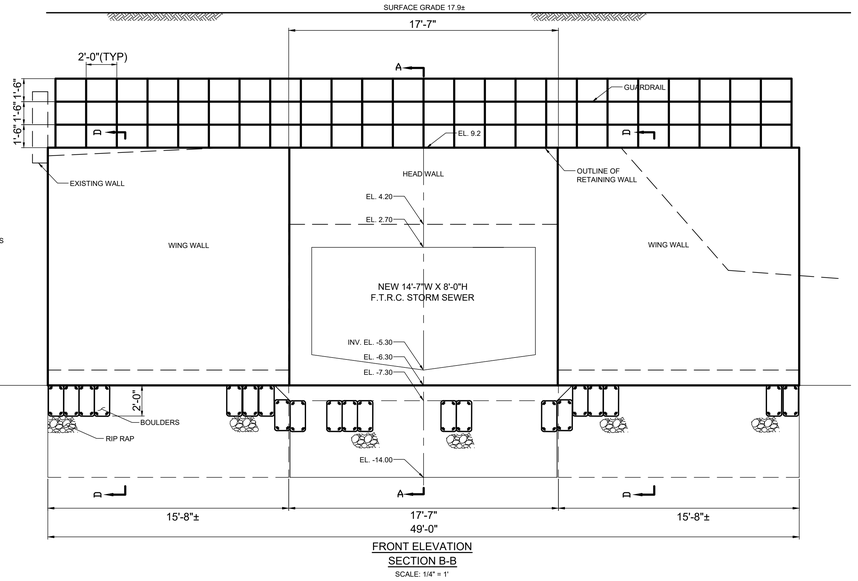

## OUTFALL PLAN

SCALE: 1/4" = 1'



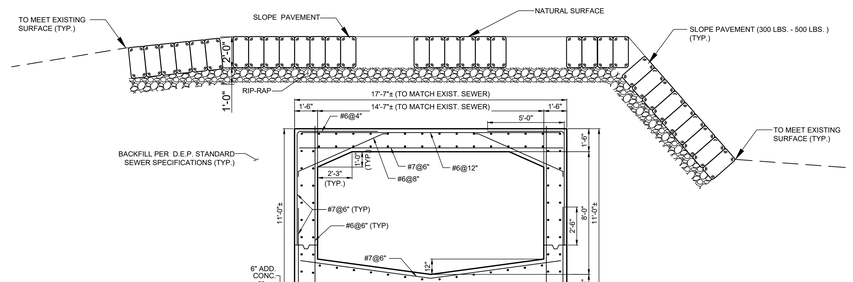

## SECTION E-E

SCALE: 1/4" = 1'



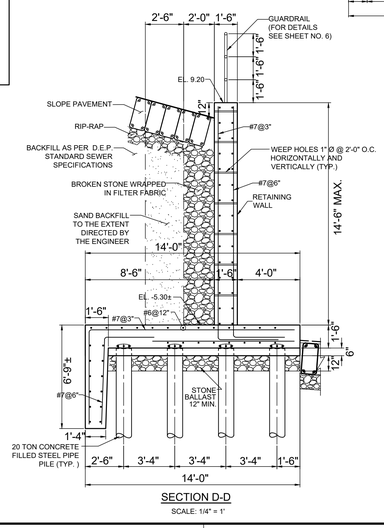

## FRONT ELEVATION
## SECTION B-B

SCALE: 1/4" = 1'



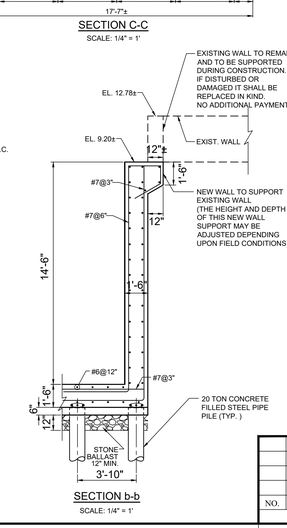

## SECTION C-C

SCALE: 1/4" = 1'



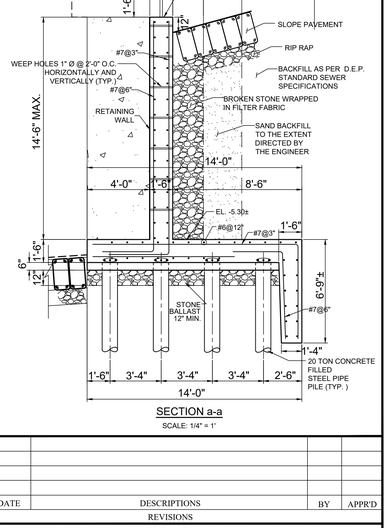

## SECTION D-D

SCALE: 1/4" = 1'




## SECTION b-b

SCALE: 1/4" = 1'

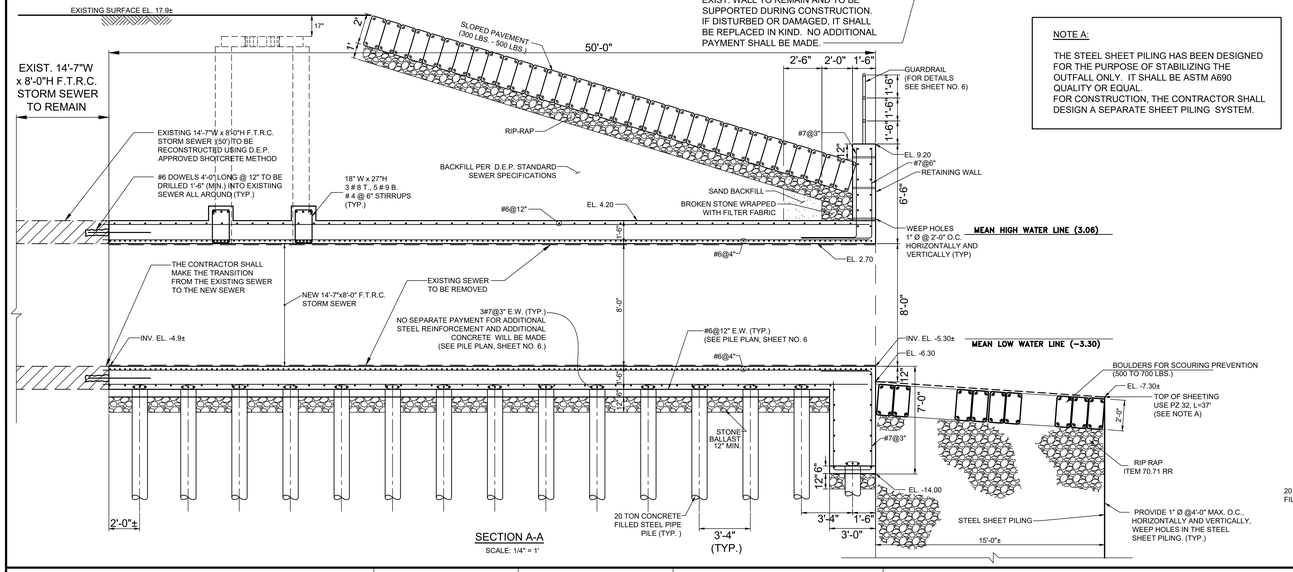



## SECTION a-a

SCALE: 1/4" = 1'

NOTES FOR SEWER BEING RECONSTRUCTED:

1. CRACKS/DAMAGES IN THE EXISTING SEWER SHALL BE REPAIRED PRIOR TO SHOTCRETE WORK. REFER TO D.E.P. STANDARD SEWER SPECIFICATIONS.
2. ANY EXCESSIVE DAMAGE FOUND IN THE EXISTING SEWER BY THE CONTRACTOR SHALL BE REPORTED TO THE ENGINEER FOR HIS DIRECTION.




## SECTION A-A

SCALE: 1/4" = 1'

NOTE A:

THE STEEL SHEET PILING HAS BEEN DESIGNED FOR THE PURPOSE OF STABILIZING THE OUTFALL ONLY. IT SHALL BE ASTM A690 QUALITY OR EQUAL.
FOR CONSTRUCTION, THE CONTRACTOR SHALL DESIGN A SEPARATE SHEET PILING SYSTEM.

| NO. | DATE | DESCRIPTIONS REVISIONS | BY | APPR'D |
|---|---|---|---|---|
| | | | | |

TOPOGRAPHIC SURVEY PREPARED BY:
*NAME OF SURVEYING FIRM*
LICENSED LAND SURVEYOR

DESIGNED F. LIN
DRAWN O. SIMPSON
CHECKED K. REDDY

SCALE AS SHOWN
CADD FILE

KRISHNA REDDY, P.E.
ENGINEER-IN-CHARGE

MARIO VALENTI, P.E.
DIRECTOR

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

OUTFAL NO. 1 DETAILS
(SHEET 1 OF 2)

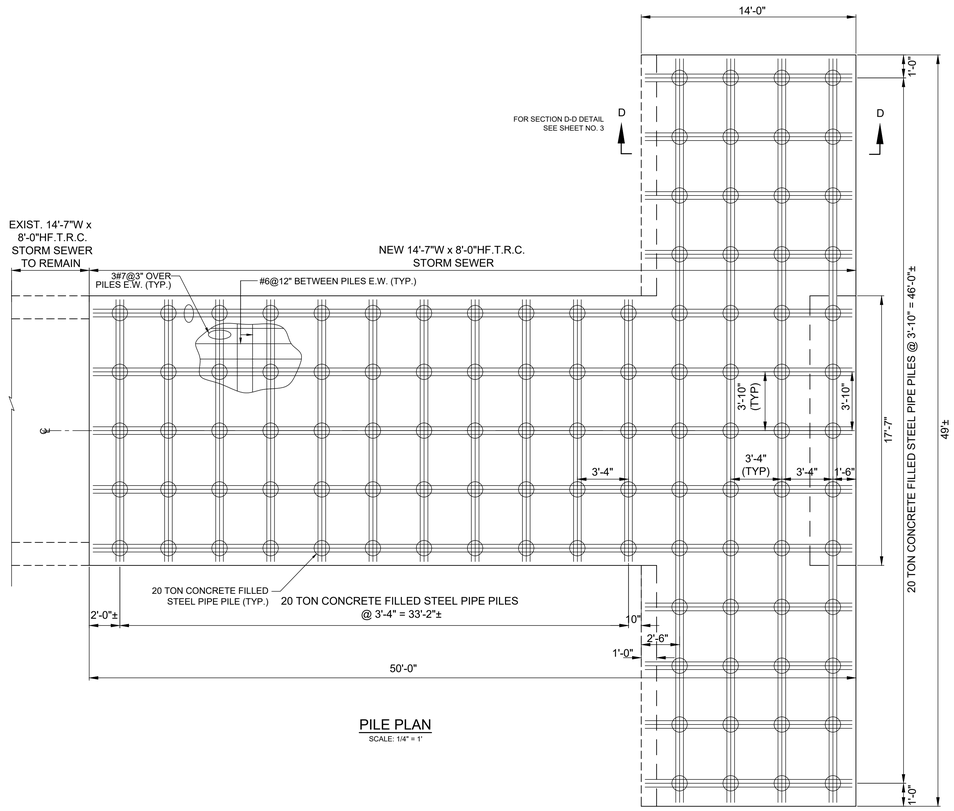
FOR THE CONSTRUCTION OF REPLACEMENT/REPAIR OF COMBINED SEWER OUTFALL
LAGUARDIA AIRPORT
BOROUGH OF QUEENS

PROJECT ID: SEQ002715 | DATE: 6/7/2021 | SHEET 5 OF 11 | 5/11

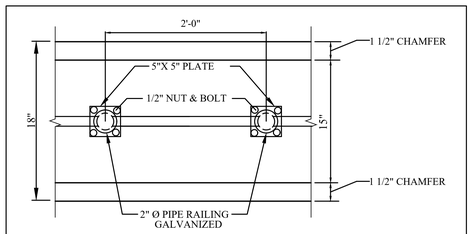
IN-HOUSE DESIGN

CAPITAL PROJECT SEQ002715, REPLACEMENT/REPAIR OF COMBINED SEWER OUTFALL LAGUARDIA AIRPORT, BOROUGH OF QUEENS

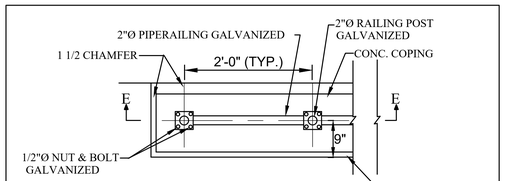
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Date/Time: Nov 26, 2021, 8:52am



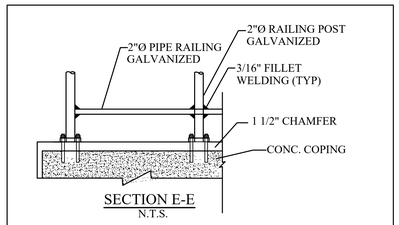

PILE PLAN
SCALE: 1/4" = 1'




PLAN SHOWING COPING, PIPE RAILING
N.T.S.




PLAN
FOR RAILING ON THE COPING (WATER SIDE)
N.T.S.




SECTION E-E
N.T.S.

## NOTES FOR SEWER BEING RECONSTRUCTED:

(1) ALL REBARS SHALL BE #5@12" UNLESS OTHERWISE NOTED

(2) ALL LAPPING OF REBARS SHALL BE 40 DIAMETER UNLESS OTHERWISE SHOWN.

(3) CONCRETE COVER SHALL BE 2 ½".

(4) THE CONTRACTOR IS ADVISED THAT NO ADDITIONAL OR SEPARATE PAYMENT SHALL BE MADE FOR THE REMOVAL OF EXISTING HEADWALL, DECK SLAB, PILES, SHEET PILING, SEWER, PILES CAPS, SOLDIER BEAMS, SHRUBS, VINES, AND OTHER ENCUMBRANCES, IN THE CONSTRUCTION AREA OF OUTFALL NO.1. THE COST OF SUCH WORKS SHALL BE DEEMED INCLUDED IN THE PRICE BID ITEM FOR "OUTFALL NO.1".

(5) THE CONTRACTOR IS ADVISED THAT THE EXISTING SEWER AND OUTFALL ARE ON PILES. THE CONTRACTOR SHALL CUT, ABANDON OR REMOVE THE EXISTING PILES AS REQUIRED, AND ADJUST THE NEW PILES PLAN TO AVOID ANY INTERFERENCE WITH THE EXISTING PILES. NO ADDITIONAL OR SEPARATE PAYMENT SHALL BE MADE FOR THIS WORK. THE COST OF SUCH WORKS SHALL BE DEEMED INCLUDED IN THE PRICE BID ITEM FOR "OUTFALL NO.1".

(6) THE CONTRACTOR IS ADVISED THAT NO ADDITIONAL OR SEPARATE PAYMENT SHALL BE MADE FOR SUPPORT OF EXISTING WALL TO REMAIN IN THE CONSTRUCTION AREA OF OUTFALL NO.1. IF DISTURBED OR DAMAGED, IT SHALL BE REPLACED IN KIND. NO ADDITIONAL PAYMENT SHALL BE MADE.

(7) THE CONTRACTOR IS ADVISED THAT THE STEEL SHEET PILING HAS BEEN DESIGNED FOR THE PURPOSE OF STABILIZING THE OUTFALL ONLY. IT SHALL BE ASTM A690 QUALITY OR EQUAL. FOR CONSTRUCTION, THE CONTRACTOR SHALL DESIGN A SEPARATE SHEET PILING SYSTEM.

(8) THE CONTRACTOR IS ADVISED THAT NO ADDITIONAL OR SEPARATE PAYMENT SHALL BE MADE FOR THE REMOVAL AND RESTORATION OF FLOATING BOOMS FOR OIL CONTAINMENT IN THE CONSTRUCTION AREA OF OUTFALL NO.1. THE COST OF SUCH WORKS SHALL BE DEEMED INCLUDED IN THE PRICE BID ITEM FOR "OUTFALL NO.1".

(9) THE CONTRACTOR IS ADVISED THAT NO ADDITIONAL OR SEPARATE PAYMENT SHALL BE MADE FOR THE ADDITIONAL CONCRETE, ADDITIONAL STEEL REINFORCEMENT, PILE CAPS, STEEL SHEET PILING, DECKING, HEADWALL, BOULDERS, RETAINING WALL, SAND BACKFILL, BACKFILL, GUARDRAIL, ACCESS MANHOLE, SIGNS. THE COST OF ALL WORK REQUIRED TO COMPLETE THE WORK AND TO THE SATISFACTION OF THE ENGINEER SHALL BE DEEMED INCLUDED IN THE PRICE BID ITEM FOR "OUTFALL NO.1"

| NO. | DATE | DESCRIPTIONS | BY | APPR'D |
|---|---|---|---|---|
| | | REVISIONS | | |

TOPOGRAPHIC SURVEY PREPARED BY:
*NAME OF SURVEYING FIRM*

LICENSED LAND SURVEYOR

DESIGNED F. LIN
DRAWN O. SIMPSON
CHECKED K. REDDY

SCALE
AS SHOWN

CADD FILE

KRISHNA REDDY, P.E.
ENGINEER-IN-CHARGE

MARIO VALENTI, P.E.
DIRECTOR

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

OUTFAL NO. 1 DETAILS
(SHEET 2 OF 2)

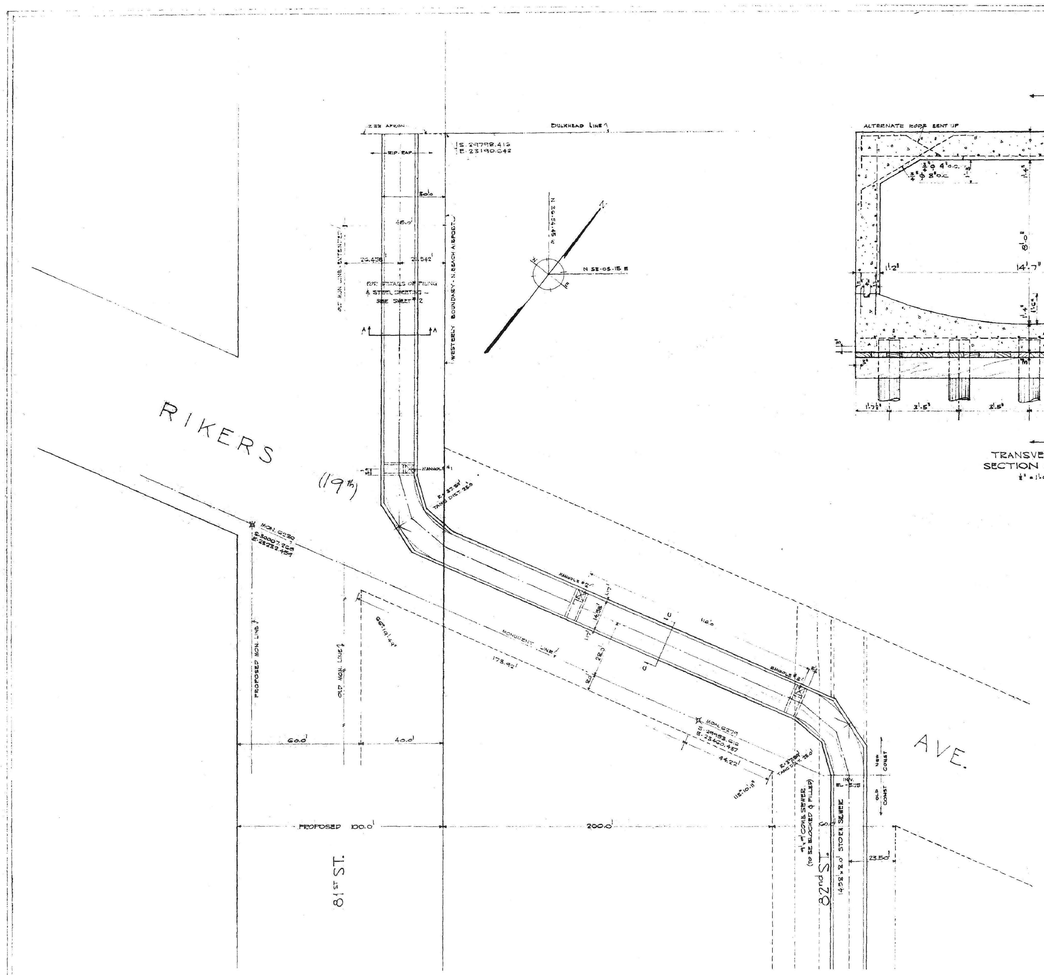
FOR THE CONSTRUCTION OF REPLACEMENT/REPAIR OF COMBINED SEWER OUTFALL
LAGUARDIA AIRPORT
BOROUGH OF QUEENS

PROJECT ID: SEQ002715 | DATE: 6/7/2021 | SHEET 6 OF 11 | 6/11

IN-HOUSE DESIGN

CAPITAL PROJECT SEQ002715, REPLACEMENT/REPAIR OF COMBINED SEWER OUTFALL LAGUARDIA AIRPORT, BOROUGH OF QUEENS

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Date/Time: Nov 26, 2021, 8:52am


RIKERS
(19th)
AVE.
81st ST.
82nd ST
PROPOSED 100.0'
200.0'
60.0'
40.0'
BULKHEAD LINE
MEAN HIGH WATER
MEAN LOW WATER
N 52-05-15 E
PROPOSED 84" RCP
EXISTING 84" RCP
EXISTING 72" RCP
EXISTING 60" RCP
EXISTING 48" RCP
EXISTING 36" RCP
EXISTING 24" RCP
EXISTING 18" RCP
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# MPT NOTES - APPLICABLE TO ALL STAGES

## GENERAL NOTES
## APPLICABLE TO ALL STAGES

1. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT OF TRANSPORTATION'S OFFICE OF CONSTRUCTION MITIGATION AND CONTROL (TELEPHONE NO. 1-212-839-9621) AND THE DIVISION OF TRAFFIC OPERATIONS (TELEPHONE NO. 1-718-433-3370) AT LEAST 20 DAYS BEFORE THE START OF CONSTRUCTION TO SCHEDULE A PRE-CONSTRUCTION MEETING.
2. PRIOR TO ANY WORK PERMITS BEING ISSUED, A PRE-CONSTRUCTION MEETING WILL BE HELD TWENTY (20) DAYS IN ADVANCE BY CONSTRUCTION DIVISION. AT THAT TIME, THE CONTRACTOR SHALL PROVIDE A CONSTRUCTION SCHEDULE TO THE ENGINEER. ARRANGEMENTS FOR THE MEETING WILL BE COORDINATED BY THE OCMC-STREETS.
3. NO TEXT.
4. NO TEXT.
5. AFTER A SATISFACTORY START OF THE WORK AT ONE LOCATION, AS APPROVED BY THE ENGINEER, THE CONTRACTOR MAY BE PERMITTED TO ESTABLISH MULTIPLE WORK AREAS AS AND WHERE APPROVED BY THE ENGINEER.
6. FOR ANY WORK PROCEEDING THROUGH AN INTERSECTION, THE CONTRACTOR MAY CLOSE ONE (1) CROSSWALK AT A TIME WHILE DIVERTING PEDESTRIANS TO OTHER AVAILABLE CROSSWALKS OR AS OTHERWISE DIRECTED BY THE ENGINEER. PEDESTRIANS SHALL BE PROTECTED FROM ALL EXCAVATION AREAS, THROUGH THE USE OF AN APPROVED BARRIER, FENCING OR OTHER TEMPORARY DEVICE, AND IN A MANNER APPROVED BY THE ENGINEER. STEEL PLATES IN PEDESTRIAN WALKWAYS SHALL BE EPOXY COATED, WITH FINISH, THAT ADHERES TO METAL. THIS NON-SLIP COATING SHALL HAVE RESISTANCE TO FIRE, GASOLINE, OIL, ACIDS, ALKALIS AND ASPHALTIC SOLVENTS. PRIOR TO INSTALLATION, THE CONTRACTOR SHALL SUBMIT THE TYPE OF EPOXY COATING ON STEEL PLATE TO THE ENGINEER FOR APPROVAL (NO SEPARATE PAYMENT).
7. TO PERMIT ADEQUATE VISIBILITY AT INTERSECTION AREAS ALL BARRICADES SHALL BE PLACED SO AS NOT TO HINDER PEDESTRIAN OR VEHICULAR SIGHT LINES. SIMILARLY, NO SHEETING SHALL EXTEND HIGHER THAN 24" ABOVE PAVEMENT LEVEL WITHIN 50 FEET OF AN INTERSECTION.
8. EXCAVATIONS SHALL BE COMPLETELY ENCLOSED WITH TIMBER CURBS, LIGHTED BARRICADES AND TEMPORARY FENCE UNLESS OTHERWISE SHOWN HEREIN OR DIRECTED BY THE ENGINEER. ALL BOUNDARIES BETWEEN CONSTRUCTION WORK AREAS AND PEDESTRIAN ROUTES ALONG SIDEWALKS SHALL BE CLEARLY AND CONTINUOUSLY DELINEATED WITH PEDESTRIAN STEEL BARRICADES AS SHOWN ON THE MAINTENANCE AND PROTECTION PLANS AND AS APPROVED OR DIRECTED BY THE ENGINEER.
9. PEDESTRIAN CROSSINGS OVER EXCAVATIONS, WHEN REQUIRED, SHALL BE CONSTRUCTED WITH STEEL PLATES LINED WITH TEMPORARY FENCE ATTACHED ON BOTH SIDES, (NO DIRECT PAYMENT).
10. THE CONTRACTOR SHALL WORK IN ONE-HALF THE WIDTH OF INTERSECTING STREETS AT A TIME AND MAINTAIN THE OTHER HALF OPEN FOR VEHICULAR TRAFFIC UNLESS OTHERWISE INDICATED HEREIN, OR DIRECTED OR APPROVED BY THE ENGINEER.
11. ALL INTERSECTIONS SHALL BE OPEN TO TRAFFIC AFTER WORKING HOURS.
12. CONTRACTOR SHALL PROVIDE, PLACE, AND REMOVE STEEL PLATES TO MAINTAIN TRAFFIC OVER EXCAVATIONS AS REQUIRED. THERE WILL BE NO SEPARATE PAYMENT FOR PROVIDING, PLACING AND REMOVING STEEL PLATES OVER EXCAVATIONS TO MAINTAIN VEHICULAR AND PEDESTRIAN TRAFFIC. COST SHALL BE DEEMED INCLUDED IN THE PRICES BID FOR ALL SCHEDULED ITEMS.
13. MAINTENANCE OF PEDESTRIAN ACCESS TO ALL ABUTTING PROPERTIES, ENTRANCES, AND EXITS FROM DWELLINGS, EMERGENCY EXITS AND PEDESTRIAN USAGE OF CROSSWALK AND SIDEWALK AREAS BOTH NEW AND EXISTING SHALL BE CONTINUOUS AT ALL TIMES.
14. CONTRACTOR SHALL PROVIDE ACCESS FOR EMERGENCY TRAFFIC AT ALL TIMES UPON DEMAND. THE CONTRACTOR SHALL BE REQUIRED TO MOVE AND RESTORE BARRICADES AS ORDERED BY THE ENGINEER FOR EMERGENCY ACCESS AT NO DIRECT PAYMENT.
15. THE CONTRACTOR MUST PROVIDE ACCESS TO SCHOOL FOR SCHOOL BUSES AS DIRECTED BY ENGINEER.
16. THE CONTRACTOR SHALL SUPPLY, INSTALL, RELOCATE AND MAINTAIN SIGNS AND OTHER APPROVED DEVICES FOR WARNING, CONTROLLING, ROUTING, DIRECTING AND DETOURING TRAFFIC AS INDICATED AND AS DIRECTED BY THE ENGINEER AND IN ACCORDANCE WITH "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES". THE EXACT LOCATION, SIZE, WORDING AND DETAILS OF THE SIGN, PLANTS AND MOUNTINGS, AND OTHER DEVICES SHALL BE SUBJECT TO APPROVAL BY THE ENGINEER.
17. ALL SIGNS AND BARRICADES SHALL CONFORM TO STANDARDS SPECIFIED IN THE NEW YORK STATE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" (EXCEPT WHERE OTHERWISE REQUIRED HEREIN) WHERE APPLICABLE AND APPROVED BY THE ENGINEER.
18. ALL ADVANCE WARNING SIGNS SHALL BE INSTALLED BETWEEN 150 AND 200 FEET BEFORE THE CONSTRUCTION. ALL "END ROAD WORK" SIGNS SHALL BE INSTALLED 200 FEET AFTER THE CONSTRUCTION. TWO (2) 24"x24" ORANGE FLEXIBLE PLASTIC FLAGS SHALL BE ATTACHED TO THE TWO SIDE CORNERS OF EACH DIAMOND SHAPED ADVANCE WARNING SIGN.
19. ALL IDENTIFICATION MARKINGS ON BARRELS MUST NOT FACE TRAFFIC AND MUST BE BELOW THE BOTTOM REFLECTORIZED BAND.
20. THE CONTRACTOR IS REQUIRED TO INSTALL TEMPORARY PAVEMENT MARKINGS AFTER THE EXISTING MARKINGS ARE REMOVED. THIS OPERATION SHALL BE DONE ON THE SAME DAY. WHEN THE TEMPORARY MARKINGS ARE NO LONGER NECESSARY, THEY MUST BE OBLITERATED BY SCARIFICATION, UNTIL THEY ARE NO LONGER VISIBLE.
21. THE CONTRACTOR SHALL EMPLOY AND ASSIGN FLAGMEN AT LOCATIONS SPECIFIED BY THE ENGINEER TO ASSIST IN CONTROLLING THE FLOW OF TRAFFIC AS REQUIRED AND DIRECTED BY THE ENGINEER.
22. ALL CONTRACTOR'S VEHICLES, EQUIPMENT AND PERSONNEL MUST BE KEPT WITHIN THE DESIGNATED WORK AREAS.
23. NOTWITHSTANDING PROVISIONS HEREIN CONTAINED, IT REMAINS THE CONTRACTOR'S RESPONSIBILITY TO IMPLEMENT MINOR ADDITIONAL MEASURES THAT ARE NECESSARY TO PROVIDE FOR AND MAINTAIN THE SAFETY OF VEHICULAR TRAFFIC AND PEDESTRIANS DURING CONSTRUCTION. THE PROVISION AND USE OF SUPPLIES SUCH AS TRAFFIC CONES, HIGH VISIBILITY RIBBONS, AND FLAGS WHERE NECESSARY OR DIRECTED BY THE ENGINEER, SHALL BE CONSIDERED AS MINOR AND INCIDENTAL ITEMS. PAYMENT TO BE INCLUDED IN THE PRICE BID FOR ALL SCHEDULED ITEMS.
24. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COOPERATE WITH OTHER CONTRACTORS WHO HAVE AN ON-GOING STREET IMPROVEMENT CONSTRUCTION IN THE AREA AND/OR WITHIN THE PROJECT LIMITS AND SHALL SO ACCORDINGLY ARRANGE HIS OWN SCHEDULE OF CONSTRUCTION IN SUCH A TIME FRAME AS NOT TO DISRUPT OR INTERFERE WITH THE WORKABILITY OF EITHER MAINTENANCE OF TRAFFIC PLAN.
25. 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 CONSTRUCTION MITIGATION AND COORDINATION-STREETS N.Y.C.D.O.T. A MINIMUM OF TWENTY (20) DAYS IN ADVANCE FOR CONSIDERATION.
26. THE CONTRACTOR SHALL PROVIDE STORAGE AREAS OFF THE JOB SITE AS REQUIRED. (NO SEPARATE PAYMENT). SEE MAINTENANCE OF TRAFFIC CONSTRUCTION SIGNS, LEGEND, ETC. FOR MAINTENANCE OF TRAFFIC DEVICES REQUIRED AT THESE STORAGE AREAS.
27. PROVISIONS FOR BUSES AND PASSENGERS:
    a. THE CONTRACTOR SHALL MAINTAIN ACCESS TO AND EGRESS FROM BUSES AT ALL TIMES DURING EXECUTION OF THE WORK BY TEMPORARILY RELOCATING BUS STOPS AS DIRECTED AND APPROVED BY THE ENGINEER.
    b. THE CONTRACTOR SHALL NOT COMMENCE WORKING IN THE AREA OF ANY EXISTING BUS STOP UNTIL IT HAS BEEN TEMPORARILY RELOCATED AS DIRECTED AND APPROVED BY THE ENGINEER.
    c. THE CONTRACTOR SHALL KEEP THE AREA TO WHICH A BUS STOP IS RELOCATED FREE FROM AND UNDISTURBED BY ANY CONSTRUCTION ACTIVITY OR OTHER IMPEDIMENT DURING THE PERIOD OF IT'S USE AS A BUS STOP.
    d. TEMPORARY RELOCATION OF BUS STOPS SHALL INCLUDE:
    - THE REMOVAL AND/OR BAGGING OF AFFECTED BUS STOP SIGNS. NO SEPARATE PAYMENT. (DO NOT REMOVE AND OR BAG EXISTING BUS STOP ROUTE MAPS.)
    - THE INSTALLATION OF ONE "BUS STOP RELOCATED" SIGN (BLACK LETTERS ON ORANGE BACKGROUND) ON EXISTING POST, WITH THE FOLLOWING LEGEND:

      CONSTRUCTION AREA BUS STOP HAS BEEN RELOCATED — LETTER SIZE 1" HIGH, SPACING 1/2"

    - THE INSTALLATION OF ONE "BUS STOP RELOCATION" SIGN (BLACK LETTERS ON ORANGE BACKGROUND) WITH THE FOLLOWING LEGEND:

      NEAREST BUS STOP IS (INSERT STREET INTERSECTION) — LETTER SIZE 1" HIGH, SPACING 1/2"

    - CONTRACTOR SHALL FURNISH AND INSTALL TEMPORARY BUS STOP SIGN AS SHOWN BELOW

      NOTE: THE WORD TEMPORARY MUST BE ON BLACK LETTERS AND ON ORANGE BACKGROUND — BUS STOP — STANDARD BUS STOP SIGN WITH WORD TEMPORARY ACROSS IT

    e. THE CONTRACTOR SHALL NOT WORK WITHIN AN AREA IN WHICH A BUS STOP HAS BEEN TEMPORARILY RELOCATED UNTIL REQUIRED WORK WITHIN THE AREA OF THE PERMANENT BUS STOP THEREOF HAS BEEN SUBSTANTIALLY COMPLETED INCLUDING TEMPORARY PAVEMENT RESTORATION, AND UNTIL THE AREA OF THE PERMANENT BUS STOP HAS BEEN RESTORED TO PUBLIC USE TO THE SATISFACTION AND APPROVAL OF THE ENGINEER.
28. FOR ADDITIONAL INFORMATION SEE: "SPECIAL PROVISIONS" OF THE SPECIFICATIONS; GENERAL NOTES, HIGHWAY NOTES, AND UTILITY NOTES, CONTAINED IN EVERY CONTRACT.
29. THE MAINTENANCE AND PROTECTION OF TRAFFIC SCHEMES DEPICTED HERE IN ARE INTENDED TO PROVIDE A GENERAL GUIDE TO MAINTAIN SAFE AND ADEQUATE WORK ZONES ADJACENT TO ACTIVE VEHICULAR AND PEDESTRIAN TRAFFIC. ALL ASPECTS OF MAINTENANCE AND PROTECTION OF TRAFFIC SHALL BE DEVELOPED BY THE CONTRACTOR IN ACCORDANCE WITH THE OCMC STIPULATIONS, CONTRACT SPECIFICATIONS AND NYC-DOT MANUAL OF UNIFORM TRAFFIC DEVICES AND SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE COMMENCEMENT OF WORK.

## INSTALLATION OF WATER MAINS 20" OR GREATER
## CONSTRUCTION/ INSTALLATION/ REPLACEMENT OF SEWERS

1. THE CONTRACTOR SHALL INITIALIZE THE CONSTRUCTION OF NEW WORK AREA OF ONLY ONE (1) BLOCK BEFORE BEING PERMITTED TO CONTINUE TO OCCUPY A MAXIMUM LENGTH "WORK AREA" OF 3 BLOCKS WHERE BLOCK LENGTH IS 200 FT. AND ONE BLOCK WHERE BLOCK LENGTH IS 700 FT. OR LARGER.
2. CONTRACTOR SHALL ESTABLISH WORK AREA WIDTHS AND MAINTAIN TRAFFIC LANES ADJACENT TO EACH WORK AS INDICATED IN TYPICAL PLANS.
3. THE CONTRACTOR SHALL PLACE CONSTRUCTION SIGNS, TIMBER CURBS, BARRELS AND/OR OTHER TRAFFIC CONTROL DEVICES TO DELINEATE WORK AREAS AND VEHICULAR TRAFFIC LANES AS SHOWN IN TYPICAL PLANS AND SECTIONS. INSTALL AND MAINTAIN NO PARKING SIGNS CONTINUOUSLY FOR THE LENGTH OF THE WORK AREA.
4. TRENCHES WITHOUT SHEETING: BACKFILL TRENCH AND PLACE TEMPORARY PAVEMENT OF 4" ASPHALTIC CONCRETE MIXTURE TO MEET EXISTING PAVEMENT, OR PROVIDE STEEL PLATES, AS APPROVED BY THE ENGINEER, TO COMPLETELY COVER THE TRENCH. NO OPEN TRENCH SHALL BE PERMITTED AT THE END OF ANY WORK DAY.

   TRENCHES WITH SHEETING: SHEETED TRENCHES MAY REMAIN OPEN AT THE END OF A WORK DAY EXCEPT AS DIRECTED AT INTERSECTIONS WHERE STEEL PLATING SHALL BE REQUIRED FOR MAINTENANCE OF VEHICULAR AND PEDESTRIAN TRAFFIC FENCING SHALL BE PLACED AND MAINTAINED AS SHOWN ON THE PLANS AND AS DIRECTED BY THE ENGINEER.
5. CONTRACTOR SHALL CONSTRUCT SEWERS OR WATER MAINS WITHIN INTERSECTIONS BY BRIDGING OVER OR PLACING STEEL PLATES OR OTHER APPROVED MEANS OVER TRENCH AREAS TO MAINTAIN VEHICULAR AND PEDESTRIAN TRAFFIC AS REQUIRED HEREIN, OR AS DIRECTED OR APPROVED BY THE ENGINEER.
6. THE CONTRACTOR SHALL, ON DEMAND, INTERRUPT ITS OPERATIONS AND PROVIDE STEEL PLATES OVER OPEN TRENCHES TO PROVIDE ACCESS TO PROPERTIES AS DIRECTED BY THE ENGINEER AT NO SEPARATE PAYMENT.
7. UPON COMPLETION OF WORK AT EACH LOCATION, INCLUDING TEMPORARY RESTORATION OF PAVEMENT TO THE SATISFACTION OF THE ENGINEER, REMOVE LIGHTED BARRICADES, TIMBER CURBS, TEMPORARY FENCING, AND CONSTRUCTION SIGNS AND RESTORE, REOPEN AND RETURN THE FULL WIDTH OF THE ROADWAY TO PUBLIC SERVICE.
8. "WORK AREAS" SHALL BE CONSIDERED AS BEING FLOATING SEGMENTS AND THE ADVANCEMENT OF THE "WORK AREAS" SHALL BE PROGRESSED ONLY A DISTANCE EQUAL TO THAT PORTION OF TRENCH BACKFILLED AND RESTORED WITH 4" ASPHALTIC MIXTURE, TO BE RETURNED TO SERVICE EACH DAY.

## INSTALLATION OF WATER MAINS
## LESS THAN 20" IN DIAMETER

1. PLACE CONSTRUCTION SIGNS, BARRICADES, BARRELS AND/OR OTHER TRAFFIC CONTROL DEVICES TO DELINEATE A WORK AREA AS SHOWN IN TYPICAL PLANS AND SECTIONS.
2. AS THE WORK ADVANCES, THE CONTRACTOR SHALL RELOCATE AND ADJUST BARRICADES, BARRELS AND SIGNS.
3. BACKFILL ALL TRENCHES AND PLACE TEMPORARY PAVEMENT OF 4" BINDER MIXTURE TO MEET EXISTING PAVEMENT AS APPROVED BY THE ENGINEER. NO OPEN TRENCH SHALL BE PERMITTED AT THE END OF ANY WORKING DAY. UPON COMPLETION OF EACH DAY'S WORK REMOVE ALL M.P.T. DEVICES FROM THE SITE AND REOPEN THE FULL WIDTH OF ROADWAY TO TRAFFIC. THERE WILL BE NO DIRECT PAYMENT FOR THE REMOVAL AND REINSTALLATION OF M.P.T. DEVICES AT THE SAME LOCATION.
4. THE CONTRACTOR SHALL NOT ADVANCE THE LIMITS OF THE WORK AREA UNTIL SUCH TIME AS THE TEMPORARY PAVEMENT RESTORATION IS COMPLETED AND APPROVED BY THE ENGINEER. THE WORK AREA CAN BE ADVANCED A MAXIMUM DISTANCE EQUAL TO THE LENGTH OF ROADWAY RESTORED AND RETURNED TO PUBLIC SERVICE EACH DAY.
5. FOR ANY SIDEWALK CONNECTIONS (HYDRANTS, HOUSE CONNECTIONS, ETC.) THE CONTRACTOR SHALL MAINTAIN A FIVE (5) FEET CLEAR SIDEWALK FOR PEDESTRIAN ACCESS.
6. THE CONTRACTOR SHALL EMPLOY AND ASSIGN FLAGMEN AT LOCATIONS SPECIFIED BY THE ENGINEER TO ASSIST IN CONTROLLING THE FLOW OF TRAFFIC (NO SEPARATE PAYMENT).

## CONSTRUCTION OF CATCH BASINS
## AND BASIN CONNECTIONS

1. THE CONTRACTOR SHALL UTILIZE THE BARRELS CONFIGURATION FOR BASIN EXCAVATION AND FOR THE BASIN CONNECTION PIPE AS INDICATED IN M.P.T. DETAIL FOR THIS STAGE.
2. THE CATCH BASINS SHALL NOT BE CONSTRUCTED ON BOTH SIDES OF THE STREET SIMULTANEOUSLY.
3. MAINTAIN ONE PEDESTRIAN CROSSING AT CORNERS AND MAINTAIN PEDESTRIAN TRAFFIC ON SIDEWALK AT ALL TIMES. A MINIMUM WIDTH OF FIVE (5) FEET OF SIDEWALK SHALL REMAIN CLEAR AT ALL TIMES.
4. AT THE END OF EACH DAY'S WORK, THE CONTRACTOR SHALL BACKFILL ALL TRENCHES AND PLACE TEMPORARY PAVEMENT OF BINDER MIXTURE (NO SEPARATE PAYMENT) TO MEET EXISTING PAVEMENT, OR PROVIDE STEEL PLATES AS APPROVED BY THE ENGINEER TO COMPLETELY COVER THE TRENCH. PAYMENT FOR STEEL PLATES ARE TO BE INCLUDED IN PRICES BID FOR ALL SCHEDULED ITEMS.

## CONSTRUCTION OF NEW CURBS

1. THE CONTRACTOR WILL BE PERMITTED TO OCCUPY ONE LANE OF THE ROADWAY IMMEDIATELY ADJACENT TO THE CURB LINE TO REMOVE EXISTING CURB AND CONSTRUCT NEW CURB AS APPROVED AND DIRECTED BY THE ENGINEER.
2. THE CONTRACTOR SHALL INITIALIZE THE CONSTRUCTION OF NEW CURBS IN A WORK AREA OF 200 FEET ONLY. AFTER A SATISFACTORY START OF THE WORK, AS APPROVED AND DIRECTED BY THE ENGINEER, THE CONTRACTOR WILL BE PERMITTED TO EXTEND THE WORK AREA TO THE MAXIMUM LENGTH OF 600 FEET.
3. PLACE PLASTIC BARRELS TO DELINEATE THE WORK AREA WIDTH AND PEDESTRIAN STEEL BARRICADES FOR THE PROTECTION OF PEDESTRIANS AS SHOWN IN TYPICAL PLANS AND AS DIRECTED BY THE ENGINEER.
4. PLACE CONSTRUCTION SIGNS AS SHOWN IN TYPICAL PLANS AND AS REQUIRED BY THE ENGINEER.
5. STRAIGHT CURB AND CORNER CURB SHALL NOT BE DISTURBED SIMULTANEOUSLY WITHIN THE SAME BLOCK.
6. MAINTAIN PEDESTRIAN CROSSING AT CORNERS AT ALL TIMES BY RELOCATION OF CROSSWALKS TO AREA OF STRAIGHT CURB ADJACENT TO CORNERS UNDER CONSTRUCTION. ONLY ONE CORNER AT A TIME, PER INTERSECTION MAY BE CONSTRUCTED, EXCEPT AS OTHERWISE APPROVED BY THE ENGINEER.
7. MAINTENANCE OF PEDESTRIAN ACCESS TO ALL ABUTTING PROPERTIES, ENTRANCES AND EXITS FROM DWELLINGS, EMERGENCY EXITS AREAS SHALL BE CONTINUOUS AT ALL TIMES.
8. UPON COMPLETION OF CURB WORK AT EACH LOCATION THE CONTRACTOR SHALL BACKFILL AROUND CURB AND PLACE 4" ASPHALTIC CONCRETE MIXTURE TO RESTORE STREET. RESTORE SIDEWALK WITH 2" ASPHALTIC CONCRETE MIXTURE AT CORNERS ONLY WHERE DIRECTED BY THE ENGINEER. MAINTAIN PEDESTRIAN TRAFFIC AT CROSSWALK AREAS.
9. UPON COMPLETION OF EACH DAYS WORK THE CONTRACTOR SHALL RELOCATE THE BARRELS AND BARRICADES ADJACENT TO THE CURB. THERE SHALL BE NO DIRECT PAYMENT FOR THE DAILY RELOCATION OF BARREL AND BARRICADES HEREUNDER.
10. EACH DAY THE WORK AREA MAY BE ADVANCED A MAXIMUM DISTANCE EQUAL TO THE LENGTH OF CURB SUBSTANTIALLY COMPLETED ON THAT DAY, WHICH SHALL BE DEFINED AS INCLUDING TEMPORARY PAVEMENT RESTORATION, AS APPROVED BY THE ENGINEER.
11. WORKING SIMULTANEOUSLY ON BOTH SIDES OF THE STREET WILL NOT BE PERMITTED.

## CONSTRUCTION OF NEW SIDEWALKS

1. SIDEWALK CONSTRUCTION SHALL PROCEED IMMEDIATELY UPON COMPLETION OF CURB AS DIRECTED BY THE ENGINEER.
2. THE CONTRACTOR SHALL PROVIDE AND INSTALL BARRICADES, LIGHTS AND WARNING SIGNS TO DELINEATE THE WORK AREAS AS SHOWN ON PLAN.
3. THE CONTRACTOR WILL BE PERMITTED TO OCCUPY ONE LANE OF THE ROADWAY IMMEDIATELY ADJACENT TO THE CURB TO REMOVE EXISTING SIDEWALK AND CONSTRUCT NEW SIDEWALK AS APPROVED AND DIRECTED BY THE ENGINEER.
4. THE CONTRACTOR SHALL CLOSE THE SIDEWALK AND DIVERT PEDESTRIANS AROUND THE WORK AREA AS INDICATED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
5. SIDEWALK ADJACENT TO CORNER CURBS AND SIDEWALK ADJACENT TO STRAIGHT CURB SHALL NOT BE DISTURBED SIMULTANEOUSLY WITHIN THE SAME BLOCK.
6. THE CONTRACTOR SHALL FURNISH, INSTALL AND REMOVE TEMPORARY PEDESTRIAN PASSAGEWAY, AND PROVIDE TEMPORARY PEDESTRIAN BRIDGES IN ACCORDANCE WITH TYPICAL PLAN TO FACILITATE THE FLOW OF PEDESTRIAN TRAFFIC AND ACCESS TO PRIVATE PROPERTY AS AND WHERE DIRECTED BY THE ENGINEER.
7. THE CONTRACTOR SHALL LIMIT THE EXTENT OF EXISTING SIDEWALK REMOVED EACH DAY TO THE SAME AREA OF CONCRETE SIDEWALK THAT WILL BE REPLACED ON THAT DAY. NO OPEN EXCAVATION SHALL REMAIN AT THE END OF EACH DAY'S WORK.
8. PROVIDE SMOOTH TRANSITION WITH ASPHALTIC CONCRETE MIXTURE BETWEEN SIDEWALK COMPLETED AND WORK YET TO BE STARTED.
9. CONTRACTOR SHALL PROVIDE LOCAL PEDESTRIAN ACCESS AT ALL TIMES FOR NORMAL BUILDING ACTIVITY.
10. AFTER COMPLETING THE WORK IN THE SIDEWALK AREA THE CONTRACTOR SHALL REMOVE ALL BARRICADES, LIGHTS, TEMPORARY SIGNS AND OTHER WARNING DEVICES AND ALL SURPLUS CONSTRUCTION MATERIAL, AND SHALL REOPEN THE SIDEWALK TO PEDESTRIAN TRAFFIC AS DIRECTED BY ENGINEER.

## CONSTRUCTION OF ROADWAY PAVEMENT

1. THE CONTRACTOR SHALL ESTABLISH A WORK ZONE AS SHOWN IN TYPICAL PLANS, FOR THE CONSTRUCTION OF ROADWAY PAVEMENT.
2. MAINTAIN AT LEAST ONE PEDESTRIAN CROSSWALK AT EACH CORNER. PEDESTRIAN TRAFFIC SHALL BE DETOURED AROUND WORK ZONE.
3. MAINTENANCE OF PEDESTRIAN ACCESS TO ALL ABUTTING PROPERTIES, ENTRANCES AND EXITS FROM DWELLINGS, AND PEDESTRIAN USAGE OF THE SIDEWALK AREAS, SHALL BE CONTINUOUS AT ALL TIMES.
4. AFTER THE COMPLETION OF NEW PAVEMENT BASE AND CURING, RAMP AROUND MANHOLE HEADS WITH TEMPORARY ASPHALTIC MIXTURE, REMOVE BARRICADES, BARRELS AND OTHER TEMPORARY DEVICES AND OPEN THE ROADWAY FOR TRAFFIC, AS DIRECTED BY THE ENGINEER.
5. AFTER COMPLETION OF PAVEMENT IN THE WORK AREA, THE CONTRACTOR SHALL REMOVE BARRICADES, BARRELS, FENCING AND CONSTRUCTION SIGNS. OPEN FULL ROADWAY TO TRAFFIC AS DIRECTED BY THE ENGINEER.

## LEGEND AND NOTES

### TEMPORARY TRAFFIC SIGNS TABLE

| NAME | SIGN | MUTCD CODE | COLOR CODE | SIZE | DESCRIPTION |
|---|---|---|---|---|---|
| (A) | ROAD WORK AHEAD | W20-1 | A | 36"X36" | ROAD WORK AHEAD |
| (B) | DETOUR AHEAD | W20-2 | A | 36"X36" | DETOUR AHEAD |
| (C1) | DETOUR | M4-9 | A | 30"X24" | DETOUR (WITH ARROW) |
| (C2) | DETOUR | M4-9L | A | 30"X24" | DETOUR (WITH LEFT ARROW) |
| (C3) | DETOUR | M4-9R | A | 30"X24" | DETOUR (WITH RIGHT ARROW) |
| (DL) | | W1-4L | A | 30"X30" | LARGE ARROW KEEP LEFT |
| (DR) | | W1-4R | A | 30"X30" | LARGE ARROW KEEP RIGHT |
| (E) | ROAD CLOSED | R11-2 | B | 48"X30" | ROAD CLOSED |
| (F) | ROAD CLOSED EXCEPT LOCAL & EMERGENCY TRAFFIC | R11-3a | B | 60"X30" | ROAD CLOSED (EXCEPT LOCAL & EMERGENCY TRAFFIC) |
| (GL) | | W1-6L | A | 48"X24" | ONE WAY (ARROW POINTING LEFT) |
| (GR) | | W1-6R | A | 48"X24" | ONE WAY (ARROW POINTING RIGHT) |
| (K) | SIDEWALK CLOSED AHEAD CROSS HERE USE CROSSWALK ON THE OTHER SIDE | R9-11 | B | 24"X12" | SIDEWALK CLOSED, CROSS HERE (WITH ARROW) |
| (L) | SIDEWALK CLOSED USE CROSSWALK ON THE OTHER SIDE | R9-10 | B | 24"X12" | SIDEWALK CLOSED, USE OTHER SIDE (WITH ARROW) |
| (M) | | R3-2 | B | 24"X24" | NO LEFT TURN |
| (N) | | R3-1 | B | 24"X24" | NO RIGHT TURN |
| (O) | END ROAD WORK | | | | END ROAD WORK |
| (P) | | W6-3 | A | 30"X30" | TWO WAY TRAFFIC |

### TEMPORARY TRAFFIC SIGNS TABLE

| NAME | SIGN | MUTCD CODE | COLOR CODE | SIZE | DESCRIPTION |
|---|---|---|---|---|---|
| (Q) | | W4-2L<br>W4-2R | A | 36"X36"<br>36"X36" | LANE REDUCTION TRANSITION SIGN |
| (R) | NO TURNS | R3-3 | B | 24"X24" | NO TURNS |
| (S) | ROAD CLOSED AHEAD | W20-3 | A | 36"X36" | ROAD CLOSED AHEAD |
| (T) | | M6-4 | B | 21"X15" | DOUBLE ARROW |
| (V) | | M6-1 | B | 21"X15" | ARROW (LEFT OR RIGHT) |
| (W) | ONLY ONLY | R3-5 | B | 30"X36" | RIGHT (LEFT) TURN ONLY |
| (X) | SIDEWALK CLOSED | R9-9 | B | 24"X12" | SIDEWALK CLOSED, USE WALKWAY |
| (Y) | USE OTHER SIDE CROSS HERE USE OTHER SIDE | W20-5 | A | 36"X36" | LANE CLOSED AHEAD |
| (Z) | | W20-7a | A | 36"X36" | FLAGGER |

### COLOR CODE LEGEND

| CODE | DESCRIPTION |
|---|---|
| A | BLACK LEGEND AND BORDER ON AN ORANGE BACKGROUND |
| B | BLACK LEGEND AND BORDER ON A WHITE BACKGROUND |
| C | WHITE LEGEND AND BORDER ON A GREEN BACKGROUND |
| D | WHITE LEGEND AND BORDER ON A RED BACKGROUND |
| E | RED LEGEND AND BORDER ON A WHITE BACKGROUND |
| F | BLACK LEGEND AND BORDER ON A FLUORESCENT YELLOW GREEN BACKGROUND |

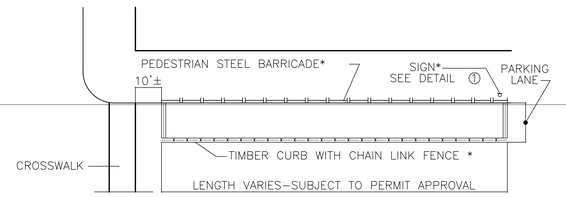
### NOTES:

1. ALL SIGNS AS PER LATEST EDITION OF THE NATIONAL "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES"
2. DIMENSIONS ARE SHOWN IN INCHES AND ARE SHOWN AS WIDTH x HEIGHT.
3. THESE TABLES ARE FOR REFERENCE PURPOSES ONLY. FOR ADDITIONAL SIGNAGE NOT SHOWN ON THESE TABLES (REFER TO THE MUTCD).
4. ALL SIGNS TO BE REFLECTORIZED.
5. LETTERS ON SIGNS TO BE 5" HIGH.
6. SIGN LOCATION TO BE DETERMINED BY THE ENGINEER.
7. MOUNTING OF SIGNS TO BE AS DIRECTED AND APPROVED BY THE ENGINEER.

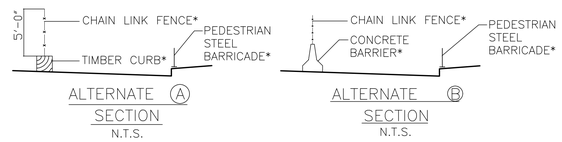
### LEGEND

- CONSTRUCTION WORK AREA
- FLASHING ARROW BOARD
- ONE WAY TRAFFIC (EXISTING)
- TWO-WAY TRAFFIC (EXISTING)
- NEW TRAFFIC DIRECTION DURING CONSTRUCTION
- LIGHTED TIMBER BARRICADE
- TIMBER CURB
- TIMBER CURB WITH FENCE
- PEDESTRIAN STEEL BARRICADE
- PLASTIC BARRELS
- (A) TEMPORARY SIGN WITH TEXT
- JERSEY BARRIER OR TYPE III BARRICADE
- TEMPORARY CONCRETE BARRIER WITH TEMPORARY CHAIN LINK FENCE

## TEMPORARY STORAGE AREA




PLAN
N.T.S.




ALTERNATE (A) SECTION
N.T.S.

ALTERNATE (B) SECTION
N.T.S.

TEMPORARY STORAGE AREA
PROJECT NAME
CONTRACTOR'S NAME
FIELD OFFICE ADDRESS
TELEPHONE NO.:

DETAIL ①
INFORMATION SIGN

### NOTES *

- NO DIRECT PAYMENTS FOR MAINTENANCE OF TRAFFIC CONTROL DEVICES.
- PROVIDE TAPER AT APPROACH END TO CHANNELIZE TRAFFIC PER NYSDOT MUTCD.
- TIMBER CURB WITH CHAIN LINK FENCE TO BE USED FOR LONG TERM STORAGE.
- FOR SHORT TERM STORAGE USE PLASTIC BARRELS WITH ORANGE FENCING.

| NO. | DATE | DESCRIPTIONS | BY | APPR'D |
|---|---|---|---|---|
| | | REVISIONS | | |

TOPOGRAPHIC SURVEY PREPARED BY:
*NAME OF SURVEYING FIRM*

LICENSED LAND SURVEYOR

DESIGNED K.B
DRAWN K.B
CHECKED K.R, M.V.

SCALE AS SHOWN

CADD FILE

KRISHNA REDDY, P.E.
ENGINEER–IN–CHARGE

MARIO VALENTI, P.E.
DIRECTOR

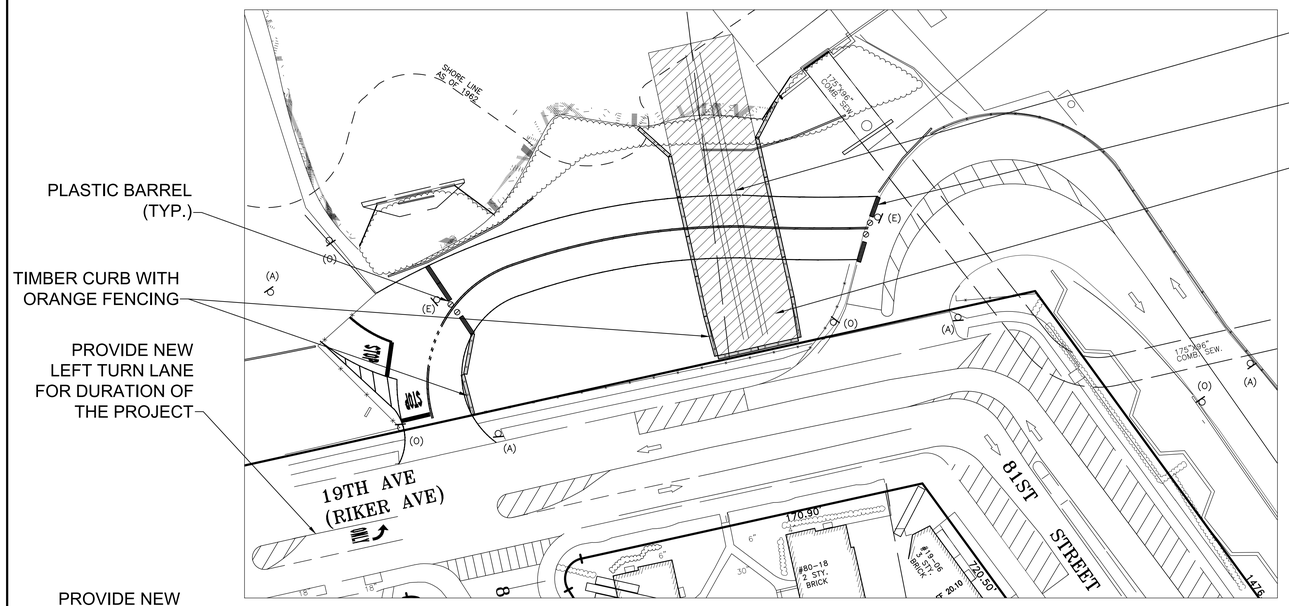
CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE
BUREAU OF DESIGN

FOR THE CONSTRUCTION OF REPLACEMENT/REPAIR OF COMBINED SEWER OUTFALL
LAGUARDIA AIRPORT
BOROUGH OF QUEENS

PROJECT ID: SEQ002715 | DATE: 6/10/2021 | SHEET 8 OF 11 | MT1 MT2

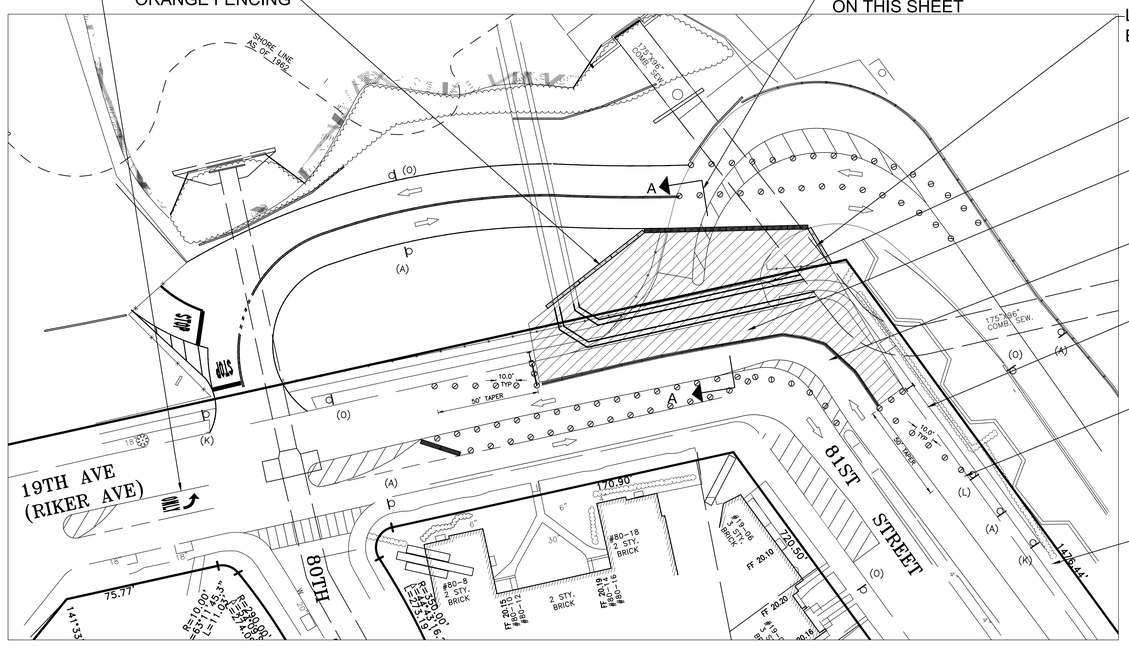
IN-HOUSE DESIGN

CAPITAL PROJECT SEQ002715, REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LAGUARDIA AIRPORT, BOROUGH OF QUEENS



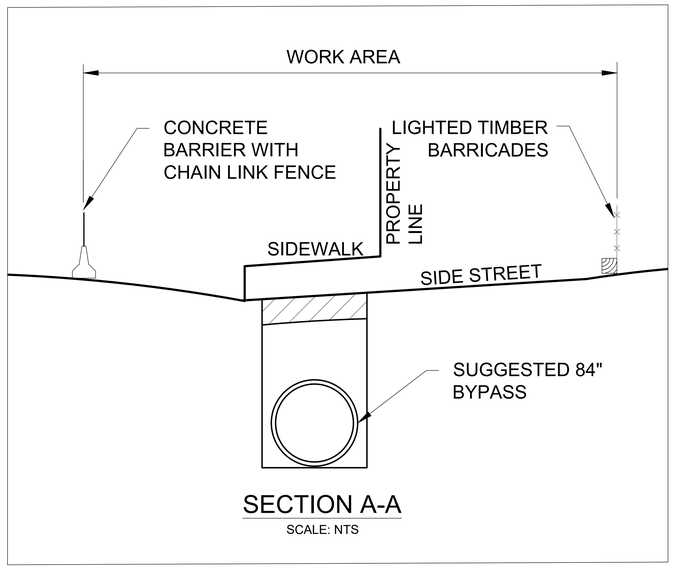

MPT PLAN: DOWNSTREAM BYPASS INSTALLATION/REMOVAL

SCALE: 1" = 30'




MPT PLAN: UPSTREAM BYPASS INSTALLATION/REMOVAL

SCALE: 1" = 30'




SECTION A-A

SCALE: NTS

19 AVENUE BETWEEN 80 STREET AND 81 STREET

1. WORK 7AM-6PM MONDAY TO FRIDAY AND 8AM-6PM SATURDAY. DO NOT IMPACT TRAFFIC FLOW ON THE ADJACENT MOVING LANES BEFORE 9AM OR AFTER 4PM MONDAY TO FRIDAY.
2. DURING AND AFTER WORK HOURS, MAINTAIN TWO MINIMUM 11 FOOT LANES FOR TRAFFIC WITH ONE LANE ON EACH SIDE OF THE DOUBLE YELLOW CENTER LINE.
3. POST SIGNS MEETING NYC DOT SPECIFICATIONS FOR DIRECTING PEDESTRIANS TO THE OPPOSITE (SOUTH) SIDEWALK. SIGNS MUST BE POSTED AT WORK ZONES AS WELL AS BOTH SIGNALIZED INTERSECTIONS OF THE AFFECTED SIDEWALK. MAINTAIN A 5 FOOT CLEAR PEDESTRIAN PATH TO THE BASEBALL FIELDS ON THE NORTH SIDE OF THE STREET.
4. MUST COORDINATE WITH LAGUARDIA AIRPORT PRIOR TO MOBILIZING.
5. MUST COORDINATE WITH NYCT BUS/MTA BUS COMPANY RE THEIR BUS ROUTE(S) PRIOR TO MOBILIZING.

81 STREET BETWEEN 19 AVENUE AND 21 AVENUE

1. WORK 7AM-6PM MONDAY TO FRIDAY AND 8AM-6PM SATURDAY. DO NOT IMPACT TRAFFIC FLOW ON THE ADJACENT MOVING LANES BEFORE 9AM OR AFTER 4PM MONDAY TO FRIDAY.
2. DURING AND AFTER WORK HOURS, MAINTAIN TWO MINIMUM 11 FOOT LANES FOR TRAFFIC WITH ONE LANE ON EACH SIDE OF THE EXISTING CENTER MEDIAN.
3. POST SIGNS MEETING NYC DOT SPECIFICATIONS FOR DIRECTING PEDESTRIANS TO THE OPPOSITE (WEST) SIDEWALK. SIGNS MUST BE POSTED AT WORK ZONES AS WELL AS BOTH SIGNALIZED INTERSECTIONS OF THE AFFECTED SIDEWALK.
4. MUST COORDINATE WITH LAGUARDIA AIRPORT PRIOR TO MOBILIZING.
5. MUST COORDINATE WITH NYCT BUS/MTA BUS COMPANY RE THEIR BUS ROUTE(S) PRIOR TO MOBILIZING.

19 AVENUE AND 81 STREET

1. WORK 9AM-4PM MONDAY TO FRIDAY AND 8AM-6PM SATURDAY.
2. ON 19 AVENUE MAINTAIN TWO MINIMUM 11 FOOT LANES FOR TRAFFIC ON EACH SIDE OF THE DOUBLE YELLOW CENTER LINE. ON 81 AVENUE MAINTAIN TWO MINIMUM 11 FOOT LANES FOR TRAFFIC WITH ONE LANE ON EACH SIDE OF THE EXISTING CENTER MEDIAN.

"ONLY SURVEY MAPS MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S BLUE INKED OR EMBOSSED SEAL SHALL BE CONSIDERED TO BE TRUE VALID COPIES"

"UNAUTHORIZED ALTERATIONS OR ADDITION TO A LAND SURVEYING MAP BEARING A LICENSED PROFESSIONAL LAND SURVEYOR'S SEAL IS A VIOLATION OF ARTICLE 145, SECTION 7209, SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW"

FIELD SURVEY WAS COMPLETED ON: AUGUST 18, 2019

LOCATIONS, EXTENT AND SIZES OF UNDERGROUND UTILITIES AND SUBSTRUCTURES HAVE BEEN DETERMINED FROM RECORD INFORMATION, SUPPLEMENTED BY DATA OBTAINED IN THE FIELD. ACCURACY OF THIS UTILITY DATA IS NOT GUARANTEED, NOR IS THERE ANY GUARANTEE THAT ALL EXISTING UTILITIES AND SUBSTRUCTURES, WHETHER FUNCTIONAL OR ABANDONED, ARE SHOWN ON THIS MAP. CONSULT WITH THE APPROPRIATE UTILITY COMPANY PRIOR TO ANY DESIGN IMPROVEMENTS.

MEAN HIGH WATER LINE AND MEAN LOW WATER LINE ARE OBTAINED BY A SOFTWARE PROGRAM APPROVED BY NYCDDC TOPOGRAPHICAL SECTION. THERE ARE POTENTIAL UNCERTAINTIES IN COMPUTED HEIGHTS WHEN APPLYING THE SOFTWARE TO CALCULATE TIDAL VALUES. THERE IS AN INHERENT ERROR IN THE SOFTWARE CALCULATION AND THEREFORE THE DATA IS NOT GUARANTEED AS SHOWN.
http://vdatum.noaa.gov/docs/est_uncertainties.html

| NO. | DATE | DESCRIPTIONS | BY | APPR'D |
|---|---|---|---|---|
| | | REVISIONS | | |

TOPOGRAPHIC SURVEY PREPARED BY:
*NAME OF SURVEYING FIRM*

LICENSED LAND SURVEYOR

DESIGNED K.B
DRAWN K.B
CHECKED K.R, M.V.

SCALE AS SHOWN

CADD FILE

KRISHNA REDDY, P.E.
ENGINEER-IN-CHARGE

MARIO VALENTI, P.E.
DIRECTOR

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

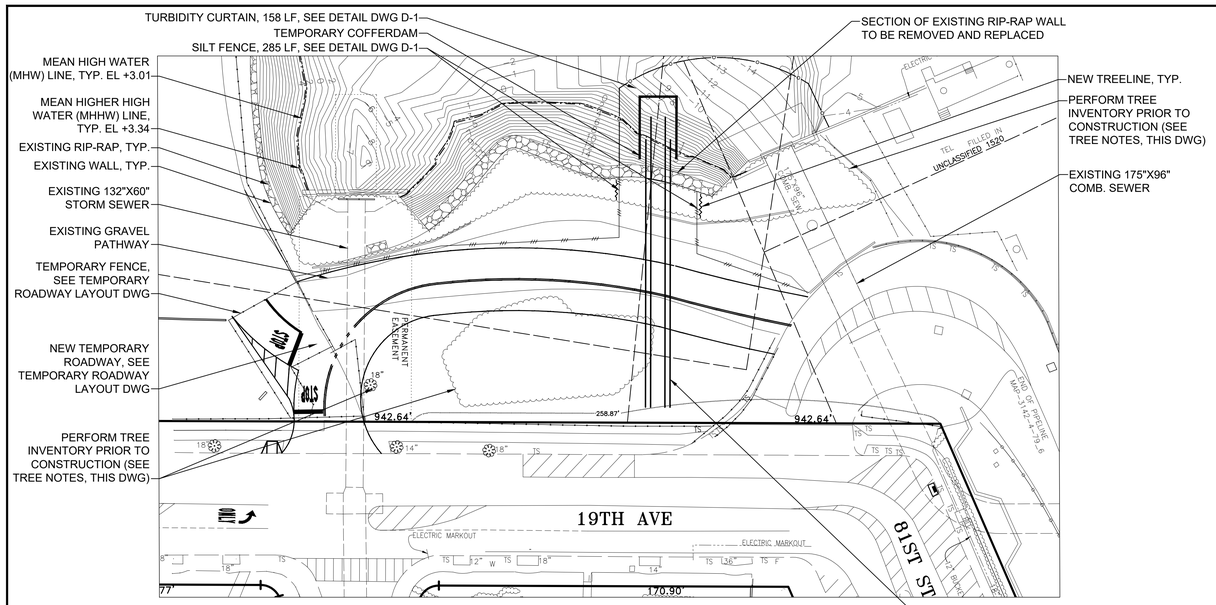
MAINTENANCE AND PROTECTION OF TRAFFIC

FOR THE CONSTRUCTION OF REPLACEMENT/REPAIR OF COMBINED SEWER OUTFALL
LAGUARDIA AIRPORT
BOROUGH OF QUEENS

PROJECT ID: SEQ002715 | DATE: 8/12/2021 | SHEET 9 OF 11 | MT2/MT2

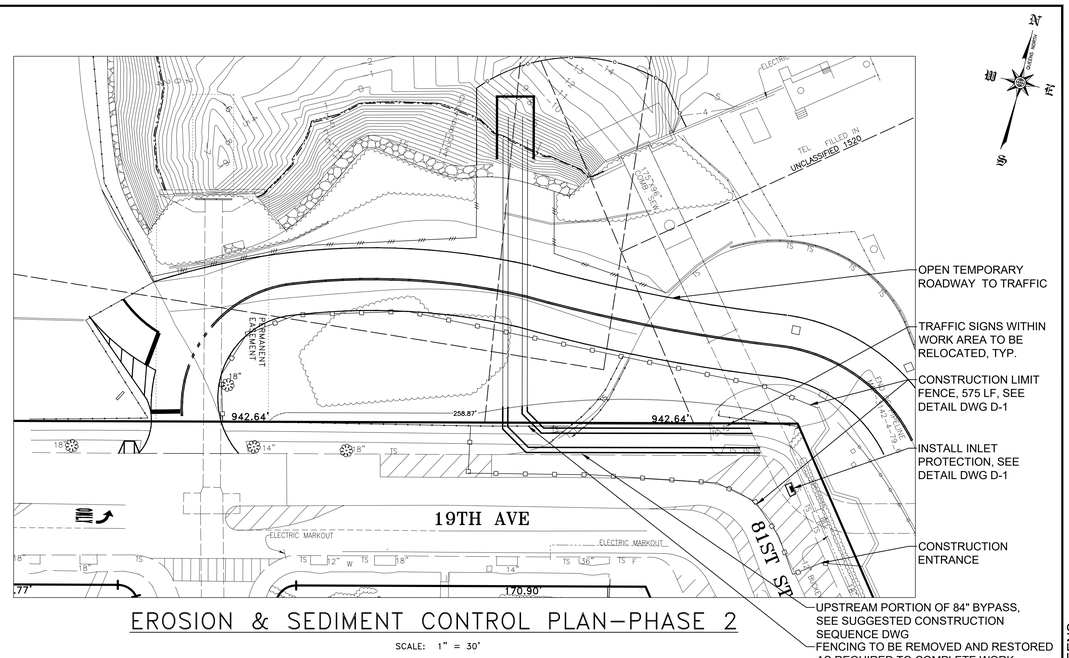
IN-HOUSE DESIGN

CAPITAL PROJECT SEQ002715, REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LAGUARDIA AIRPORT, BOROUGH OF QUEENS



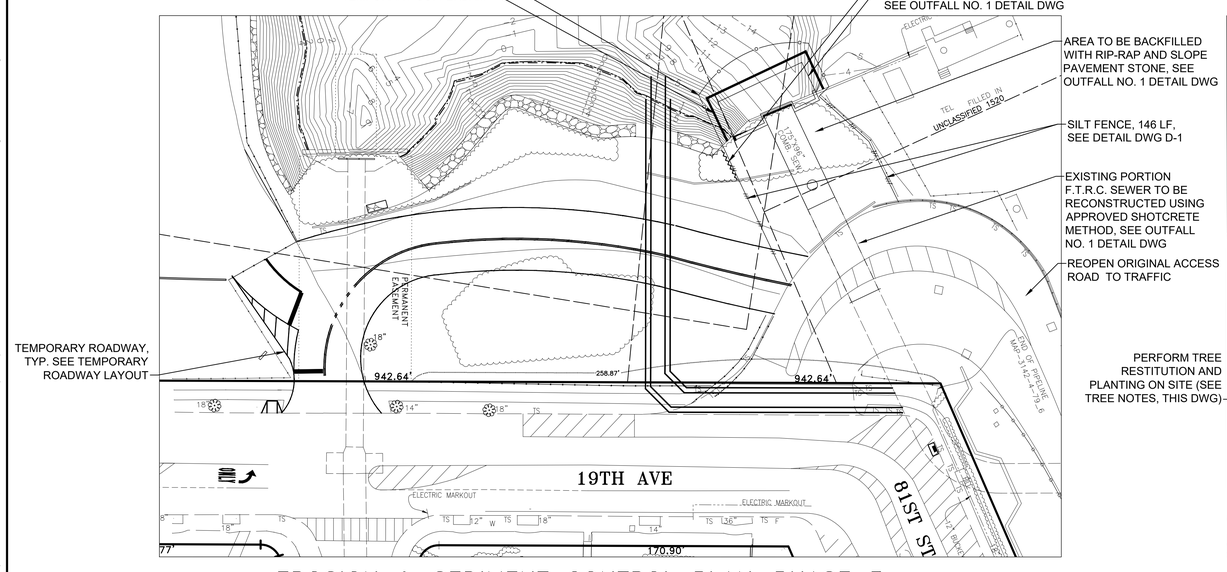

EROSION & SEDIMENT CONTROL PLAN–PHASE 1

SCALE: 1" = 30'



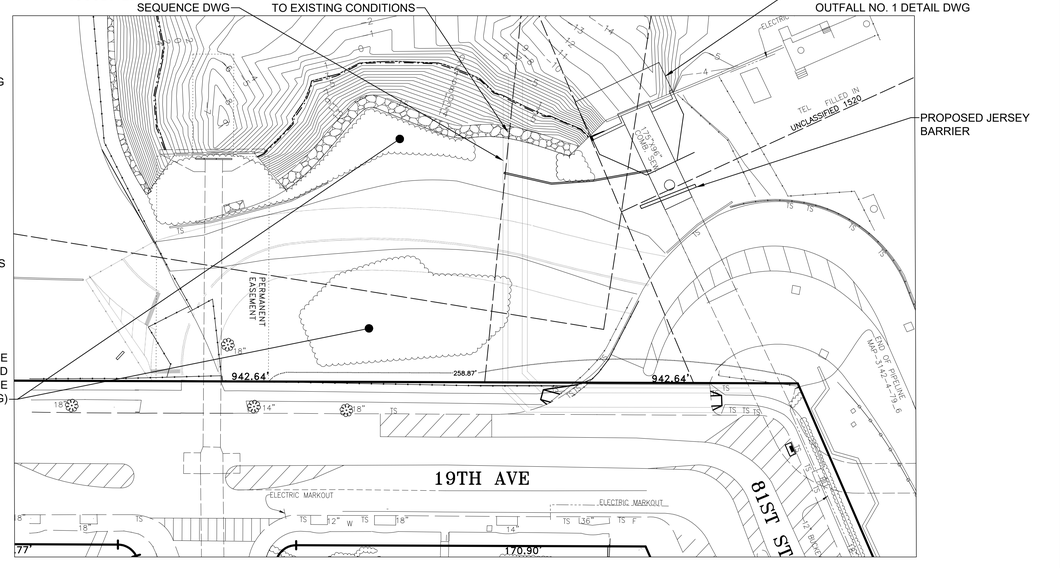

EROSION & SEDIMENT CONTROL PLAN–PHASE 2

SCALE: 1" = 30'




EROSION & SEDIMENT CONTROL PLAN–PHASE 3

SCALE: 1" = 30'




FINAL SITE PLAN–PHASE 4

SCALE: 1" = 30'

SUGGESTED SEQUENCE OF CONSTRUCTION:

PHASE 1
1. INSTALL PERIMETER EROSION CONTROL MEASURES INCLUDING CONSTRUCTION LIMIT FENCING AND SILT FENCING, AROUND THE WORK AREA. IF CLEARING IS REQUIRED FOR INSTALLATION OF A PARTICULAR MEASURE, ALL MEASURES NOT REQUIRING CLEARING SHALL BE INSTALLED FIRST. CLEARING OF THE NECESSARY LAND FOR INSTALLATION OF THE PARTICULAR MEASURE MAY THEN PROCEED.
2. PERFORM SITE CLEARING.
3. INSTALL COFFERDAM AND PERFORM DEWATERING MEASURES FOR SEWER BYPASS.
4. CONSTRUCT DOWNSTREAM PORTION OF 84" SEWER BYPASS.
5. CONSTRUCT NEW TEMPORARY ROADWAY.

PHASE 2
1. INSTALL PERIMETER EROSION CONTROL MEASURES INCLUDING CONSTRUCTION LIMIT FENCING AND SILT FENCING, AROUND THE WORK AREA. IF CLEARING IS REQUIRED FOR INSTALLATION OF A PARTICULAR MEASURE, ALL MEASURES NOT REQUIRING CLEARING SHALL BE INSTALLED FIRST. CLEARING OF THE NECESSARY LAND FOR INSTALLATION OF THE PARTICULAR MEASURE MAY THEN PROCEED.
2. PERFORM SITE CLEARING.
3. CONSTRUCT UPSTREAM PORTION OF 84" SEWER BYPASS.

PHASE 3
1. INSTALL PERIMETER EROSION CONTROL MEASURES INCLUDING CONSTRUCTION LIMIT FENCING AND SILT FENCING, AROUND THE WORK AREA. IF CLEARING IS REQUIRED FOR INSTALLATION OF A PARTICULAR MEASURE, ALL MEASURES NOT REQUIRING CLEARING SHALL BE INSTALLED FIRST. CLEARING OF THE NECESSARY LAND FOR INSTALLATION OF THE PARTICULAR MEASURE MAY THEN PROCEED.
2. PERFORM SITE CLEARING.
3. INSTALL COFFERDAM AND PERFORM DEWATERING MEASURES FOR OUTFALL RECONSTRUCTION.
4. PERFORM OUTFALL RECONSTRUCTION.

PHASE 4
1. PERFORM LANDSCAPING AND SEEDING.
2. PERFORM SITE RESTORATION.
3. REMOVE ALL EROSION AND SEDIMENT CONTROL MEASURES.

TREE NOTES:
1. CONTRACTOR SHALL PERFORM A TREE INVENTORY PLAN INCLUDING DBH SIZE, SPECIES AND TREE CONDITION, AND SUBMIT TO THE ENGINEER PRIOR TO PROCEEDING WITH ANY WORK.
2. CONTRACTOR SHALL PREPARE A TREE RESTITUTION PLAN AND SUBMIT TO PORT AUTHORITY FOR APPROVAL PRIOR TO SITE RESTORATION.
3. CONTRACTOR SHALL PLANT NEW TREES PER THE APPROVED PLAN. ALL COSTS FOR THE TREE INVENTORY, TREE RESTITUTION, AND TREE PLANTINGS SHALL BE INCLUDED UNDER ITEM NO. 51.51F001 – OUTFALL NO. 1.

NOTE:
1. ALL ELEVATIONS SHOWN ON THIS SURVEY REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). TO CONVERT THIS DATUM TO QUEENS HIGHWAY DATUM, SUBTRACT 1.625 FEET FROM EACH ELEVATION. ALL COORDINATES ARE SHOWN IN THE BOROUGH OF QUEENS COORDINATE SYSTEM.
2. SEE GENERAL NOTES, EROSION AND SEDIMENT CONTROL NOTES AND DETAILS ON SHEET D–1.

LEGEND

SILT FENCE
TURBIDITY CURTAIN
CONSTRUCTION LIMIT FENCE
COFFERDAM
MEAN HIGHER HIGH WATER (MHHW)
MEAN HIGH WATER (MHW)

| NO. | DATE | DESCRIPTIONS REVISIONS | BY | APPR'D |
|---|---|---|---|---|

Hazen | AKRF — a joint venture — AKRF Engineering, P.C.

FINAL DESIGN PREPARED BY:

P.E.

HAZEN AND SAWYER PROJECT MANAGER DATE:

DRAWN BY

DESIGNED BY

CADD FILE C–1

SCALE AS SHOWN

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

EROSION AND SEDIMENT CONTROL & FINAL SITE PLAN

FOR THE CONSTRUCTION OF REPLACEMENT/REPAIR OF COMBINED SEWER OUTFALL
LAGUARDIA AIRPORT
BOROUGH OF QUEENS

PROJECT ID: SEQ002715 | DATE: 10/29/2021 | SHEET 10 OF 11 | C–1

CONSULTANT DESIGN

CAPITAL PROJECT SEQ002715, REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LAGUARDIA AIRPORT, BOROUGH OF QUEENS

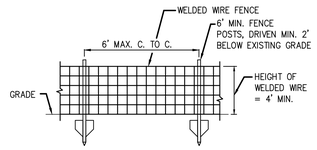
PLOT DATE 11/24/2021 12:43P D:\9790-000-NYC\Drawings\9790-32 SEQ002708 81st Street\Civil\Erosion & Sediment Control Plan V3.dwg Last Saved By: ikarim XREFs= 81st street titleblock 2021

GENERAL NOTES:

1. SITE INFORMATION HAS BEEN PROVIDED BY SITE SURVEY PREPARED BY NYCDDC DATED AUGUST 2021.
2. VERTICAL CONTROL IS REFERENCED TO THE NORTH AMERICAN VERTICAL CONTROL DATUM OF 1988 (NAVD88).
3. THE TIDAL WATER ELEVATIONS ARE AS FOLLOWS:
   - MEAN LOWER LOW WATER (MLLW) LINE IS EL –3.50±
   - MEAN LOW WATER (MLW) LINE IS EL –3.25±
   - MEAN HIGH WATER LINE (MHW) IS EL +3.01±
   - MEAN HIGHER HIGH WATER (MHHW) LINE IS EL +3.34±
4. TIDAL WATER ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL CONTROL DATUM OF 1988 (NAVD88) AND ARE BASED ON NOAA PROGRAM VDATUM FOR NAD83 (2011) (EPOCH2010.0).
5. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CONTRACT DRAWINGS, AND UPON APPROVAL OF THE PROJECT ENGINEER.
6. EXISTING CONTOURS SHOWN MAY CHANGE AND ARE INFLUENCED BY WATER MOVEMENT AND SCOUR. CONTRACTOR SHALL FIELD VERIFY ELEVATION CONTOURS AND WATERLINE PRIOR TO START OF CONSTRUCTION ACTIVITIES.
7. LOCATIONS, EXTENT AND SIZES OF UNDERGROUND UTILITIES AND SUBSTRUCTURES HAVE BEEN DETERMINED FROM RECORD INFORMATION, AND SUPPLEMENTED BY DATA OBTAINED IN THE FIELD. ACCURACY OF THIS UTILITY DATA IS NOT GUARANTEED, NOR IS THERE ANY GUARANTEE THAT ALL EXISTING UTILITIES AND SUBSTRUCTURES, WHETHER FUNCTIONAL OR ABANDONED, ARE SHOWN ON THIS PLAN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR EXACT LOCATION AND TO AVOID DAMAGE TO THEM. THE CONTRACTOR SHALL CONTACT NEW YORK 811 AT PHONE NUMBER 811 OR 1–800–272–4480 TO REQUEST UNDERGROUND UTILITY LOCATION MARK–OUT AT LEAST TWO (2) WORKING DAYS BUT NO MORE THAN TEN (10) WORKING DAYS PRIOR TO BEGINNING EXCAVATION, INCLUDING SOIL DRILLING. THE CONTRACTOR SHALL ALSO CONTACT AND REQUEST UTILITY LOCATION MARK–OUT FROM BURIED UTILITY OWNERS WITH UTILITIES ON THE PROJECT SITE THAT ARE NOT PARTICIPANTS OF NEW YORK 811.
8. NO EXISTING WETLAND AREAS OUTSIDE THE LIMITS OF SILT FENCE, OR TURBIDITY CURTAIN SHALL BE DAMAGED OR DISTURBED DURING CONSTRUCTION. DAMAGED WETLANDS SHALL BE RESTORED AT NO ADDITIONAL EXPENSE TO THE CITY.
9. CONTRACTOR SHALL VERIFY FIELD CONDITIONS BEFORE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL VERIFY EXISTING ELEVATIONS AND DIMENSIONS WHERE NEW WORK WILL MATCH EXISTING. DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR RESOLUTION PRIOR TO THE COMMENCEMENT OF WORK.
10. CONTRACTOR SHALL TAKE CARE TO AVOID DAMAGE TO EXISTING PAVEMENT, TREES, VEGETATION, STRUCTURES, AND UTILITIES THAT ARE NOT INDICATED TO BE DEMOLISHED OR REMOVED. ANY DAMAGE TO EXISTING PAVEMENT, TREES, VEGETATION, STRUCTURES, AND UTILITIES NOT INDICATED TO BE DEMOLISHED OR REMOVED SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
11. WHERE PROPOSED WORK IS IN THE VICINITY OF UTILITY POLES, SUCH THAT SUPPORT OF THE POLE(S) WILL BE REQUIRED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE UTILITY OF THE WORK. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE UTILITY FOR SUPPORT OF THE POLE.
12. WHERE OVERHEAD POWER LINES ARE PRESENT, CONTRACTOR MUST CONTACT THE UTILITY PRIOR TO CONSTRUCTION ACTIVITIES TO DETERMINE THE MINIMUM REQUIRED EQUIPMENT CLEARANCE (MEC) DISTANCE BASED UPON LINE STRENGTH.
13. GROUNDWATER FROM ALL DEWATERING OPERATIONS SHALL BE DISCHARGED TO AN ENVIRONMENTALLY ACCEPTABLE LOCATION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, OR AS DIRECTED BY THE ENGINEER.
14. THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL DEBRIS GENERATED DURING THE PROJECT OFF SITE AT A PROPERLY PERMITTED DISPOSAL FACILITY.
15. CONTRACTOR SHALL MAKE EVERY EFFORT TO SAVE AND MAINTAIN ALL PROPERTY IRONS, MONUMENTS, OTHER PERMANENT POINTS AND LINES OF REFERENCE AND CONSTRUCTION STAKES. A REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE SHALL REPLACE PROPERTY IRONS, MONUMENTS, AND OTHER PERMANENT POINTS OF REFERENCE DESTROYED BY THE CONTRACTOR.
16. THE CONTRACTOR SHALL MAINTAIN THE STABILIZED CONSTRUCTION ENTRANCE TO PREVENT THE DEPOSITION OF MATERIALS ONTO THE PUBLIC ROADWAY.
17. ALL DISTURBED AREAS SHALL BE RESTORED TO EXISTING CONDITIONS UNLESS OTHERWISE SHOWN ON THE DRAWINGS, AND AS DIRECTED BY THE ENGINEER.

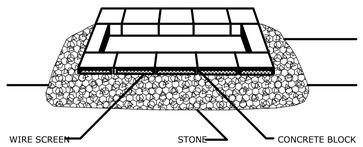
EROSION AND SEDIMENT CONTROL NOTES:

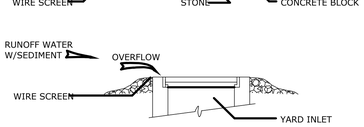
1. DUE TO THE NATURE OF THE WORK REQUIRED BY THIS CONTRACT, IT IS ANTICIPATED THE LOCATION AND NATURE OF EROSION AND SEDIMENT CONTROL MEASURES WILL BE ADJUSTED AS CONSTRUCTION PROGRESSES TO REFLECT THE CURRENT PHASE OF WORK. THE CONSTRUCTION SCHEDULE ADOPTED BY THE CONTRACTOR WILL IMPACT THE PLACEMENT AND NEED FOR SPECIFIC DEVICES REQUIRED FOR THE CONTROL OF EROSION. THE LOCATION AND EXTENT OF EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REVISED, AS DIRECTED BY THE ENGINEER, AT EACH PHASE OF CONSTRUCTION THAT RESULTS IN A CHANGE OF EITHER THE QUANTITY OR DIRECTION OF SURFACE RUNOFF FROM THE CONSTRUCTION AREAS.
2. ALL WORK SHALL BE DONE IN A MANNER TO MINIMIZE DISTURBANCE TO THE EXISTING VEGETATION. STAKE OUT AND RECEIVE APPROVAL FROM THE ENGINEER FOR THE LIMITS OF WORK BEFORE BEGINNING ANY CLEARING.
3. CLEARING SHALL BE LIMITED AS MUCH AS POSSIBLE TO AREAS REQUIRED FOR CURRENT CONSTRUCTION ACTIVITIES WITHIN THE LIMITS OF DISTURBANCE. MASS CLEARING AND GRADING SHALL BE AVOIDED.
4. CONTRACTOR SHALL SUBMIT AND OBTAIN PRIOR APPROVAL FROM THE ENGINEER, OWNER, AND REGULATORY AGENCIES FOR DEVIATIONS FROM THE APPROVED EROSION AND SEDIMENT CONTROL PLAN.
5. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CONSTRUCTED PRIOR TO BEGINNING ANY LAND DISTURBANCES AS REQUIRED BY THE SOIL EROSION AND SEDIMENTATION CONTROL PLAN. ALL RUNOFF FROM DISTURBED AREAS SHALL BE DIRECTED TO THE SEDIMENT CONTROL DEVICES. THESE DEVICES SHALL NOT BE REMOVED UNTIL THE DISTURBED LAND AREAS ARE STABILIZED.
6. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSPECTED FOLLOWING EVERY RAINFALL BUT NO LESS THAN ONCE EVERY WEEK.
7. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REPAIRED OR REPLACED IMMEDIATELY AS REQUIRED TO MAINTAIN PERFORMANCE OF MEASURE. REMOVED SEDIMENT SHALL BE DISPOSED OF IN SUCH A MANNER AS TO ENSURE FURTHER SEDIMENT TRANSPORT DOES NOT OCCUR.
8. ALL POINTS OF CONSTRUCTION INGRESS AND EGRESS SHALL BE PROTECTED TO PREVENT THE DEPOSITION OF MATERIALS ONTO ANY PUBLIC ROADWAY. ANY MATERIAL INADVERTENTLY DEPOSITED ON THE PUBLIC ROADWAY SHALL BE REMOVED IMMEDIATELY. PROPER PRECAUTIONS SHALL BE TAKEN TO ENSURE THAT MATERIALS DEPOSITED ONTO OFFSITE ROADWAYS ARE REMOVED SO THAT THEY DO NOT ENTER YARD INLETS, CATCH BASINS, SEWERS, WETLANDS, SURFACE WATER BODIES, OR ROADSIDE SWALES.
9. THE IMPACTS TO ADJACENT NATURAL AREAS DUE TO EROSION AND SEDIMENTATION FROM CONSTRUCTION WITHIN THIS CONTRACT SHALL NOT BE ANY GREATER THAN UNDER PRE–CONSTRUCTION CONDITIONS.
10. EXCAVATED SPOILS AND DEBRIS TO BE REMOVED FROM SITE SHALL BE TRANSPORTED IN A SEALED/WATERTIGHT CONTAINER AND DISPOSED OF OFFSITE AT AN APPROVED FACILITY.
11. WHERE CONCRETE EQUIPMENT WASHING IS REQUIRED, THIS MUST BE DONE IN AN APPROVED "CONCRETE CONTAINMENT AREA". CONTRACTOR SHALL NOT DISCHARGE ANY CONCRETE WASHOUT WATER INTO SEWERS, SURFACE WATER BODIES OR ONTO THE GROUND. ALL WASHOUT WATER MUST BE REMOVED FROM THE SITE(S) DAILY.
12. ALL WORK PERFORMED SHALL BE IN ACCORDANCE WITH THE "NEW YORK STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL", 2016, OR LATEST EDITION.

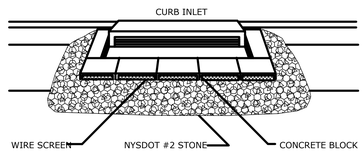


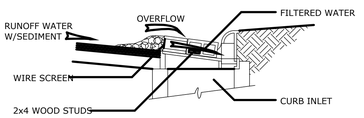

CONSTRUCTION LIMIT FENCE

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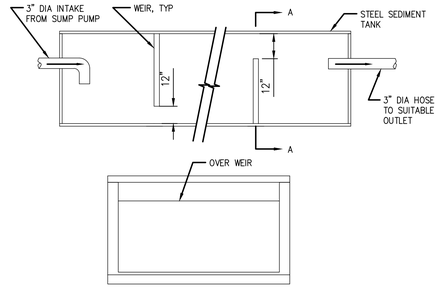




NOTES:

1. LAY ONE BLOCK ON EACH SIDE OF THE STRUCTURE ON ITS SIDE FOR DEWATERING. FOUNDATION SHALL BE 2 INCHES MINIMUM BELOW REST OF INLET AND BLOCKS SHALL BE PLACED AGAINST INLET SUPPORT.
2. HARDWARE CLOTH OR 1/2" WIRE MESH SHALL BE PLACED OVER BLOCK OPENINGS TO SUPPORT STONE.
3. USE CLEAN STONE OR GRAVEL 1/2 - 3/4 INCH IN DIAMETER PLACED 2 INCHES BELOW THE TOP OF THE BLOCK ON A 2:1 SLOPE OR FLATTER.
4. FOR STONE STRUCTURES ONLY, 1 FOOT THICK LAYER OF THE FILTER STONE WILL BE PLACED AGAINST THE 3 INCH STONE AS SHOWN.
5. FOR INLETS IN ROADWAYS WITH HEAVY TRAFFIC CONDITIONS PREVENT THE PLACEMENT OF BLOCKS AND STONE FOR INLET PROTECTION PREFABRICATED FILTER INSERTS MAY BE USED AS DIRECTED BY THE ENGINEER.
6. INSPECT AFTER EVERY STORM EVENT. REMOVE ANY SEDIMENT AND DISPOSE OF IT PROPERLY ONSITE AND REPAIR OR REPLACE ANY DAMAGED COMPONENTS.

INLET PROTECTION DETAILS

NOT TO SCALE



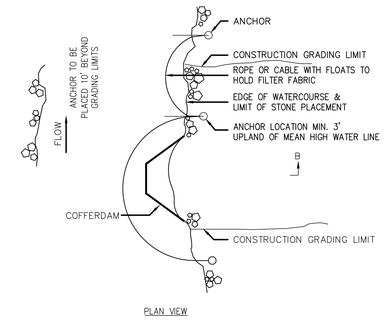

SECTION A–A

NOTES:

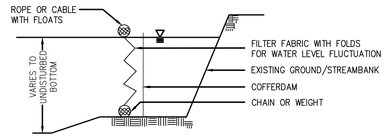
1. CLEAN OUT THE SEDIMENT TANK WHEN SILT REACHES A DEPTH OF 6 INCHES.
2. ALL SEDIMENT COLLECTED IN THE TANK SHALL BE DISPOSED OF IN AN APPROVED LOCATION IN WHICH FURTHER SEDIMENT TRANSPORT WILL NOT OCCUR OR AS APPROVED BY THE INSPECTOR.
3. PORTABLE SEDIMENT TANK SHALL BE AN ABOVE GROUND HORIZONTAL SINGLE–WALL UL–142 MANUFACTURED BY HIGHLAND TANK OR WEIR BOX MANUFACTURED BY RAIN FOR RENT OR EQUIVALENT AS APPROVED BY THE ENGINEER.

PORTABLE SEDIMENT TANK DETAIL

NOT TO SCALE




PLAN VIEW



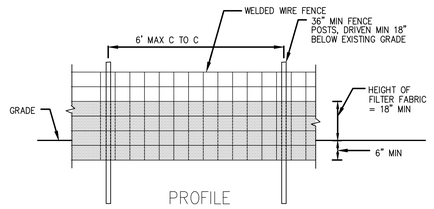

SECTION B–B

NOTES:

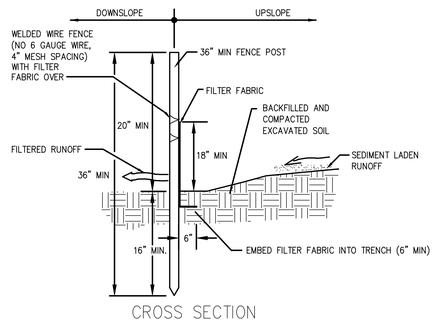
1. APPLICATION: TURBIDITY CURTAINS ARE NOT ALLOWED TO BE INSTALLED ACROSS FLOWING WATER COURSES.
2. DESIGN CRITERIA: THE TURBIDITY CURTAIN SHALL BE FIRMLY ANCHORED IN PLACE. THE HEIGHT OF THE CURTAIN SHALL BE 20 PERCENT GREATER THAN THE DEPTH OF THE WATER TO ALLOW FOR WATER LEVEL FLUCTUATIONS. IF WATER DEPTHS AT THE DESIGN ALIGNMENT ARE MINIMAL, THE TOE CAN BE ANCHORED IN PLACE BY STAKING.
3. CONSTRUCTION SPECIFICATIONS: THE AREA OF PROPOSED INSTALLATION OF THE CURTAIN SHALL BE INSPECTED FOR OBSTACLES AND IMPEDIMENTS THAT COULD DAMAGE THE CURTAIN OR IMPAIR ITS EFFECTIVENESS TO RETAIN SEDIMENT. ALL MATERIALS SHALL BE REMOVED SO THEY CANNOT ENTER THE WATERBODY.
4. MAINTENANCE: THE TURBIDITY CURTAIN SHALL BE INSPECTED DAILY AND REPAIRED OR REPLACED IMMEDIATELY. IT IS NOT NORMALLY NECESSARY TO REMOVE SEDIMENT DEPOSITED BEHIND THE CURTAIN; HOWEVER, WHEN NECESSARY, REMOVAL SHALL BE DONE BY HAND PRIOR TO REMOVAL OF THE BARRIER. ALL REMOVED SILT SHALL BE STABILIZED AWAY FROM THE WATERBODY. THE BARRIER SHALL BE REMOVED SLOWLY AND BY CAREFULLY PULLING IT TOWARD THE CONSTRUCTION SITE TO MINIMIZE THE RELEASE OF ATTACHED SEDIMENT.

TURBIDITY CURTAIN DETAILS

NOT TO SCALE




PROFILE




CROSS SECTION

NOTES:

1. WELDED WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES. POSTS SHALL BE STEEL, EITHER 'T' OR 'U' TYPE OR 2 INCH SQUARE HARDWOOD.
2. FILTER FABRIC TO BE FASTENED SECURELY TO WELDED WIRE FENCE WITH TIES SPACED EVERY 12 INCHES AT TOP AND MID SECTION FILTER FABRIC SHALL BE NO MORE THAN 18–INCHES ABOVE GRADE.
3. WHEN TWO SECTIONS OF FILTER FABRIC ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED BY SIX INCHES AND FOLDED.
4. MAINTENANCE SHALL BE PERFORMED REGULARLY AND MATERIAL REMOVED WHEN BULGES OR HOLES DEVELOP IN THE SILT FENCE, OR AS REQUIRED BY THE ENGINEER.
5. MAXIMUM ALLOWABLE SLOPE LENGTHS CONTRIBUTING RUNOFF TO A SILT FENCE ARE:

| SLOPE STEEPNESS | MAXIMUM SLOPE LENGTH (FT) |
|---|---|
| 2:1 | 25 |
| 3:1 | 50 |
| 4:1 | 75 |
| 5:1 OR FLATTER | 100 |

6. MAXIMUM DRAINAGE AREA FOR OVERLAND FLOW TO A SILT FENCE SHALL NOT EXCEED 1/2 ACRE PER 100 FEET OF FENCE.

SILT FENCE DETAIL

NOT TO SCALE

| NO. | DATE | DESCRIPTIONS | BY | APPR'D |
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| | | | | |

REVISIONS

Hazen | AKRF — a joint venture — AKRF Engineering, P.C.

FINAL DESIGN PREPARED BY:

P.E.

HAZEN AND SAWYER PROJECT MANAGER

DATE:

DRAWN BY

DESIGNED BY

CADD FILE D–1

SCALE AS SHOWN

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

EROSION AND SEDIMENT CONTROL DETAILS

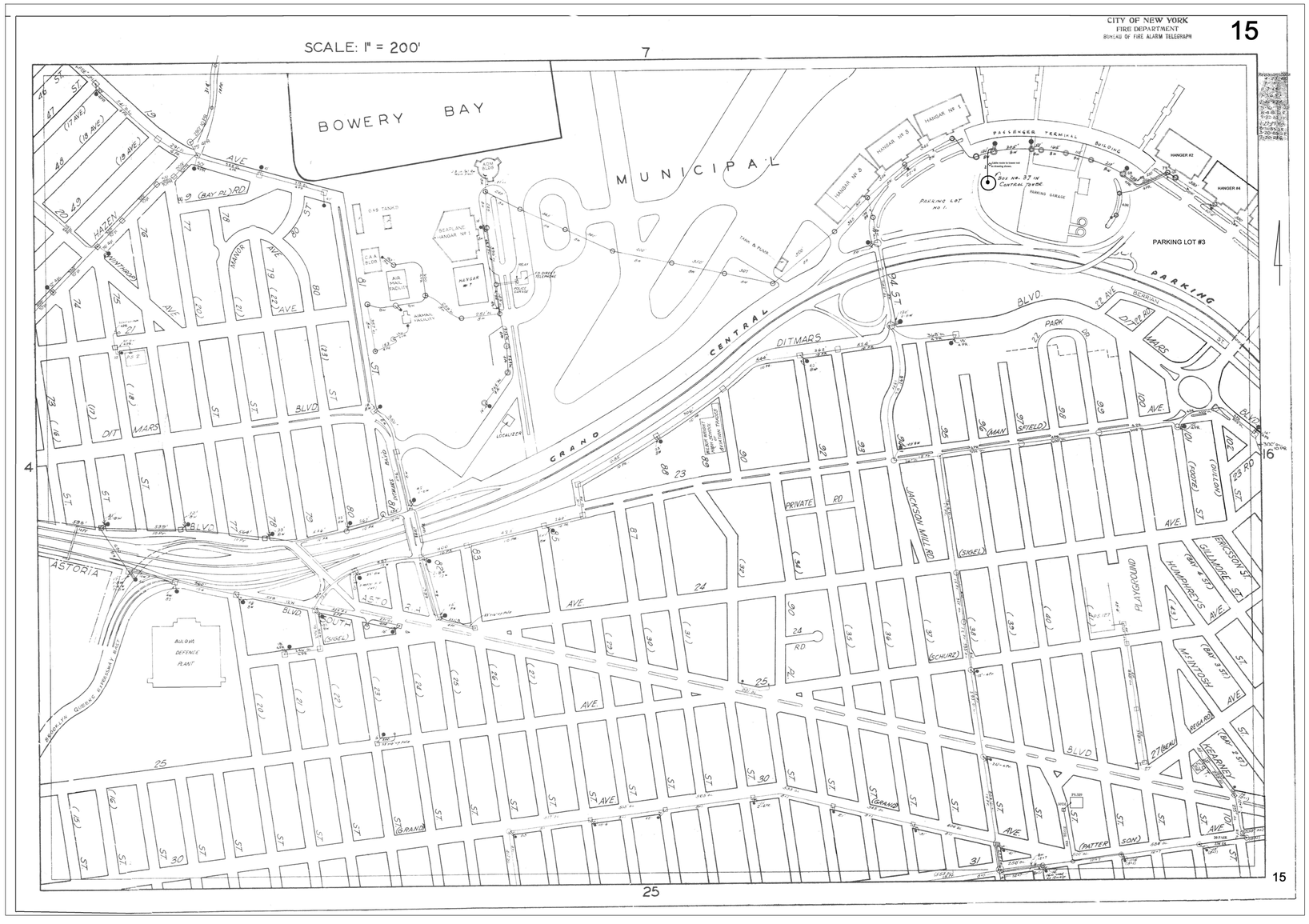
FOR THE CONSTRUCTION OF REPLACEMENT/REPAIR OF COMBINED SEWER OUTFALL
LAGUARDIA AIRPORT
BOROUGH OF QUEENS

PROJECT ID: SEQ002715 | DATE: 10/29/2021 | SHEET 11 OF 11 | D–1

CONSULTANT DESIGN

CAPITAL PROJECT SEQ002715, REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LAGUARDIA AIRPORT, BOROUGH OF QUEENS

PLOT DATE 11/02/2021 1:35P O:\9790–000–NYC\Drawings\9790–32 SEQ002708 81st Street\Civil\D–1.dwg Last Saved By: Katrin XREFs= 81st street titleblock 2021




QUEENS BASE MAP NO. 15

**F.D.N.Y.**
**PLANT OPERATIONS**
**BASE MAP DISCLAIMER**

**Drawings are made available to the contractor, architect, engineer, agency, etc., only as information in the possession of the City, without any warranty, expressed or implied, as to their present accuracy, or sufficiency. The contractor must make his own field check of all information obtained from these drawings before putting it to use.**

**LEGEND - FIRE DEPT. FACILITIES**
**BROOKLYN, QUEENS**
**& STATEN ISLAND**

- VERIZON MANHOLE
- FIRE DEPARTMENT MANHOLE
- FIRE ALARM POST
- FIRE DEPARTMENT POLE CABLE BOX
- FIRE ALARM CABLE IN FIRE DEPARTMENT CONDUIT
- FIRE ALARM CABLE IN VERIZON CONDUIT
- 4W, 4PR etc. — CABLE SIZE IN WIRE OR PAIR

## F.D.N.Y. PLANT OPERATIONS GENERAL NOTES

9.01 The Contractor shall notify the Fire Department's Bureau of Plant Operations Engineering Unit, telephone (718) 281-3846 or (718) 281-3933, at least **one (1) month** in advance of starting construction and to make an appointment to pick up FDNY base maps at 316 Sgt. Beers Avenue, Fort Totten, Bayside, Queens 11359.

9.02 All existing Fire Department Communication facilities shall be protected and provisions made for their continuous operation during construction. ALL ALARM BOXES AND POSTS MUST REMAIN ACCESSABLE. If, due to the Contractor's operation, Fire Alarm Service is inadvertently interrupted or Fire Communication System equipment or facilities are damaged, the Contractor will be held responsible and shall replace them at his/her own expense and in accordance with Fire Department requirements.

9.03 To request street markouts of Fire Communications underground facilities, the contractor must contact Plant Operations Engineering at (718) 281-3846 or (718) 281-3933 at least **one (1) month** prior to commencement of work.

9.04 All Fire Department work shall be done In accordance with the latest regulations, specifications and standards of The New York City Fire Department, under the direction of the Fire Department Engineer and the supervision of the Resident Engineer.

9.05 The Contractor shall be required to furnish and install all necessary Fire Department facilities, conduits, cables, etc., under the appropriately scheduled items. Any obstruction encountered in pulling the cable shall be cleared by the Contractor to the satisfaction of the Engineer. The F.D.N.Y. Communication Electricians will perform the live splicing operations in manholes and make all transfers of alarm boxes and/or aerial cables.

9.06 The Contractor must contact Empire City Subway or Verizon for any Point of Entries (P.O.E.'s) into their manholes and obtain wall markouts by them. The contractor will be responsible for all P.O.E. and ECS/Verizon inspections.

9.07 Any required Fire Alarm Post, Subbase and Hardware, Wire Terminal Boxes and fire alarm cables must be purchased and picked up from the Fire Department Storehouse, 87 Union Street, Brooklyn, N.Y. 11231-1416. Prior to bidding, the Contractor shall contact the Bureau of Plant Operations Engineering Unit at (718) 281-3846 or (718) 281-3933 for the latest material cost of Fire Communications items. The Contractor shall also notify the Fire Department's Bureau of Plant Operations Engineering Unit, telephone (718) 281-3846 or (718) 281-3933, at least forty-eight (48) hours in advance to arrange for pickup of materials purchased from the Fire Department. Pick up hours are between 08:30am and 12:30pm.

9.08 The electrical subcontractor must make an appointment with the Bureau of Plant Operations Engineering Unit to attend a brief tutorial on terminating fire alarm cables to terminal boxes.

9.09 Old deactivated fire alarm posts and unused cable reels shall be returned to the Fire Department Storehouse by the Contractor after making an appointment with the FD Bureau of Plant Operations Engineering office.

9.10 At the close of any project involving construction or alterations to fire alarm facilities, one hard copy and one electronic copy (PDF Format) of proposed utility plan sheets and/or sketches of "AS-BUILT" changes must be provided to the Bureau of Plant Operations Engineering Office at 316 Sgt. Beers Avenue, Fort Totten, Bayside, Queens 11359.

07/08/20

# FOR INFORMATION ONLY

| NO. | DATE | DESCRIPTIONS | BY | APPR'D |
|---|---|---|---|---|
| | | REVISIONS | | |

TOPOGRAPHIC SURVEY PREPARED BY:
*NAME OF SURVEYING FIRM*

LICENSED LAND SURVEYOR

DESIGNED _____
DRAWN _____
CHECKED _____

SCALE
SCALE

CADD FILE _____

KRISHNA REDDY, P.E.
ENGINEER-IN-CHARGE

MARIO VALENTI, P.E.
DIRECTOR

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

FDNY BASE MAP

FOR THE CONSTRUCTION OF REPLACEMENT/REPAIR OF COMBINED SEWER OUTFALL
LAGUARDIA AIRPORT
BOROUGH OF QUEENS

PROJECT ID: SEQ002715 | DATE: 5/28/2021 | SHEET F1 OF F1 | F1/F1

IN-HOUSE DESIGN

Sheet File: F:\DESIGN\SE-DESIGN\SE2\SEQ\SEQ002708\AutCAD DWG SEQ002715\latest drawings\SEQ002715_MM2 - FDNY.dwg
Date/Time: Nov 26, 2021, 9:08am

CAPITAL PROJECT SEQ002715, REPLACEMENT/REPAIR OF COMBINED SEWER OUTFALL LAGUARDIA AIRPORT, BOROUGH OF QUEENS

# EXPLANATION OF TERMS

## SOIL SIZES

| Description Term | Pass Sieve No. | Retained Sieve No. | Size Range |
|---|---|---|---|
| Clay / Silt | 200 | (Note 1) | < .074 mm. |
| Fine Sand (F) | 40 | 200 | .074 to .420 mm. |
| Medium Sand (M) | 10 | 40 | .420 to 2.00 mm. |
| Coarse Sand (C) | 4 | 10 | 2.00 to 4.76 mm. |
| Gravel (Note 2) | ----- | ----- | 4.76 mm. to 3" |
| Cobbles | ----- | ----- | 3" to 12" |
| Boulders | ----- | ----- | >12" |

NOTE: 1. Atterberg limit can be conducted to classify fine grained soil to classify the sample in addition to field tests.
2. For Visual Identification, NYC Building Code does not distinguish between Fine and Coarse Gravel.

## MODIFIED BURMISTER CLASSIFICATION FOR FINE GRAINED SOIL

| Soil Classification | Field Identification: Thread Test | Field Identification: Dry Strength Test | Plasticity Index |
|---|---|---|---|
| SILT | None | None | Zero |
| CLAYEY SILT | 1/4 inch thread | Crumbles into powder under mere pressure from handling | 1 to 5 |
| SILT AND CLAY | 1/8 inch thread | Crumbles into powder with some finger pressure | 5 to 10 |
| CLAY AND SILT | 1/16 inch thread | Crumbles with considerable finger pressure | 10 to 20 |
| SILTY CLAY | 1/32 inch thread | Break into pieces between finger and hard surface | 20 to 40 |
| CLAY | 1/64 inch thread | Cannot break between finger and hard surface | 40 or more |

## UNIFIED SYSTEM

| GROUP SYMBOLS | Typical Descriptions |
|---|---|
| GW | Well-graded gravels, gravel - sand mixtures, less than 5% fines. |
| GP | Poorly-graded gravels, gravels - sand mixtures, less than 5% fines. |
| GM | Silty gravels, gravel - sand - silt mixtures, more than 12% fines. |
| GC | Clayey gravels, gravel-sand-clay mixtures, more than 12% fines. |
| SW | Well-graded sands, gravelly sands, less than 5% fines. |
| SP | Poorly-graded sands, gravelly sands, less than 5% fines. |
| SM | Silty sands, sand - silt mixtures, more than 12% fines. |
| SC | Clayey sands, sand - clay mixtures, more than 12% fines. |
| ML | Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity. |
| CL | Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays. |
| OL | Organic silts and organic silty clays of low plasticity |
| MH | Inorganic silt, micaceous or diatomaceous fine sandy or silty soils, elastic silts. |
| CH | Inorganic clays of high plasticity. Fat clays. |
| OH | Organic clays of medium to high plasticity, organic silts. |
| Pt | Peat and other highly organic soils. |

## QUANTITATIVE ESTIMATE

| Secondary Components | Percentage Range |
|---|---|
| AND | 35 - 50 |
| SOME | 20 - 35 |
| LITTLE | 10 - 20 |
| TRACE | < 10 |

GENERAL NOTES:

1. Soil analyzed with organic content greater than 12 percent is classified as organic soil. Soil with less than12 percent is classified as "trace organics" and not classified as organic soil.
2. The numerical classification for soil and rock samples are assigned based on NYC BC Section 1804.2.1, Classification of materials. When, laboratory results are not available, the group symbols are assigned based on the modified Burmister description by visual identification and field tests by the Inspector.
3. All Borings unless otherwise noted are cleared for utilities using either hand auger or vacuum extraction method to 6 feet below ground surface. Strata elevations and soil classification indicated in the borings within this zone are inferred based on visual observations and field judgement by the field Inspector.
4. A symbol for asterisk " * ", which denotes PREDOMINANT FRACTION, is assigned to a grain size when the distribution between f-m-c sand is greater than 10 percent (e.g. F -M* where medium grain size sand is 10 percent greater than the remaining grain size). If any of the f-m-c grain size is less than 10 percent then the grain size is not included in the sample description. If the summation of the two smaller grain size is greater than 10% the grain size should be reported.

## ROCK CLASSIFICATION

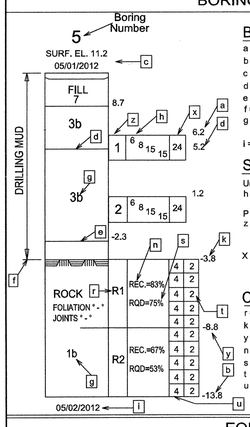
Weathering:

- Fresh - No visible sign of decomposition or discoloration. Rings under hammer impact
- Slightly Weathered - Slight discoloration inwards from open fractures. Otherwise similar to Fresh.
- Weathered - Discolored throughout. Weaker minerals such as feldspar is decomposed. Strength is less than fresh rock but cores cannot be broken by hand or scraped by knife. Texture is preserved.
- Thoroughly Weathered - Most minerals are somewhat decomposed into soil but fabric and structure is preserved. Specimens can be broken by hand with effort, penetrated or shaved with knife.

| Continuity |
|---|
| Sound : > 8 inches |
| Slightly Fractured : 4 to 8 inches |
| Moderately Fractured : 1 to 4 inches |
| Extremely Fractured : <1 inch |

GENERAL NOTES:
1. Joints: The average natural angle of observed rock fractures in that particular core run. Mechanical breaks from drilling equipment are not accounted in the joint angle.
2. Foliation: A general term for, the planar arrangement of textural or structural features in any rock, especially the planar structure that results from flattening of the constituent grains of a metamorphic rock.

## BORING LEGEND




### BORING DETAILS

a = Elevation, top of sample.
b = Elevation, bottom of boring.
c = Surface elevation and start date of the drilling.
d = Observed strata boundary and elevation.
e = Approximate strata boundary and elevation.
f = Depth of casing or drilling mud.
g = Numerical Classification. Refers to the N.Y. City Building Code, Sect. 1804.2.1, Table 1804.1.
l = Date the boring was terminated

### SPOON SAMPLES

Unless otherwise specified, sample spoon was driven 24 inches.
h = Number of Blows required to drive sample spoon for each 6" increment of penetration, with spoon hammer falling 30".
P = Pushed by weight of hammer.
z = Sample Number or :
M = Missed sample.
U = Undisturbed sample.
X = Soil sample recovered in the split spoon (inches).

### CORE DRILLING

r = Run number.
k = Elevation, at start of core drilling.
y = Elevation, at completion of Run.
n = Percentage of rock core recovered.
s = Percentage of RQD.
t = Coring time in minutes/foot.
u = Fractures per foot.

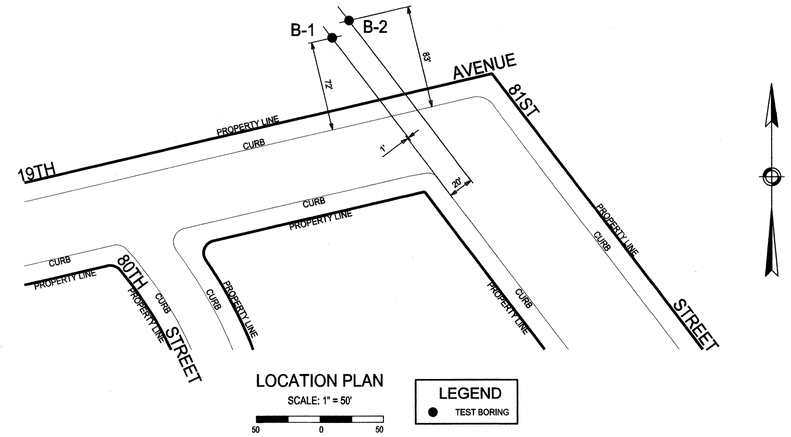
## EQUIPMENT (Unless otherwise noted)

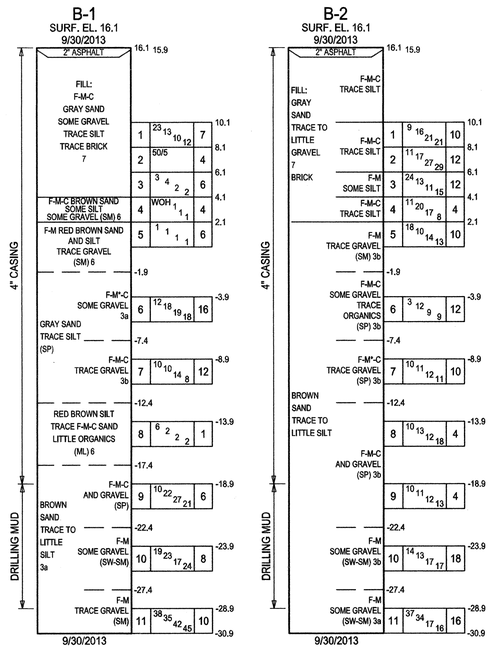
| | | | |
|---|---|---|---|
| Type of spoon hammer | SAFETY | Size of Split spoon | 2.0 inches. |
| Weight of casing hammer | 300 lbs. | Size of Core Bit | - inches. |
| Weight of spoon hammer | 140 lbs. | Type of Core Barrel | - |
| Size of Casing | 4.0 inches. | | |

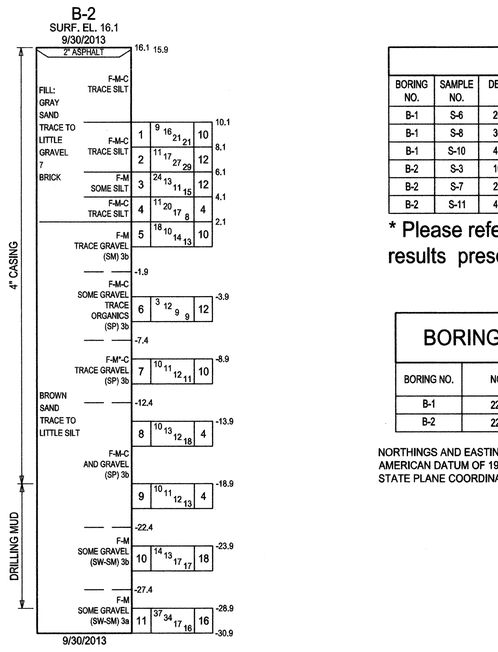
DATUM NOTE: All Elevations refer to the Borough of QUEENS Datum, which is 2.725 Feet above Mean Sea Level at Sandy Hook as established by the U.S. Coast & Geodetic Survey.

EDWARD PHELPS
SOIL AND ROCK ANALYSIS BY

KAPILA PATHIRAGE, PHD, PE
GEOTECHNICAL ENGINEER
CDM SMITH




## Sample Identification And Index Properties

| BORING NO. | SAMPLE NO. | DEPTH, ft | D100, mm | D60, mm | D30, mm | D10, mm | % GRAVEL (> #4 SIEVE) | % SAND | % SILT OR CLAY (< #200 SIEVE) | WC % | Cc | Cu | LIQUID LIMIT (%) | PLASTIC LIMIT (%) | PLASTICITY INDEX | pH | ORGANIC CONTENT (%) | USCS SYMBOL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| B-1 | S-6 | 20-22 | - | 2.97 | 0.54 | 0.19 | 31.9 | 63.4 | 4.7 | 10.7 | 15.6 | 0.5 | - | - | - | - | - | SP |
| B-1 | S-8 | 30-32 | - | - | - | - | - | - | - | 130.2 | - | - | - | - | - | - | 18.9 | - |
| B-1 | S-10 | 40-42 | - | 0.88 | 0.26 | - | 29.0 | 59.4 | 11.6 | 10.8 | - | - | - | - | - | - | - | SW-SM |
| B-2 | S-3 | 10-12 | - | 0.47 | 0.15 | - | 9.9 | 66.6 | 23.5 | 10.3 | - | - | - | - | - | - | - | SM |
| B-2 | S-7 | 25-27 | - | 0.91 | 0.38 | 0.18 | 8.9 | 86.8 | 4.3 | 15.9 | 5.1 | 0.9 | - | - | - | - | - | SP |
| B-2 | S-11 | 45-47 | - | 1.05 | 0.28 | - | 23.3 | 65.0 | 11.7 | 10.9 | - | - | - | - | - | - | - | SW-SM |

* Please refer to detailed laboratory analysis data for additional information regarding the results presented herein.

## BORING COORDINATES

| BORING NO. | NORTHING | EASTING |
|---|---|---|
| B-1 | 221103.713 | 1014980.215 |
| B-2 | 221074.624 | 1015024.569 |

NORTHINGS AND EASTINGS ARE IN REFERENCE TO THE NORTH AMERICAN DATUM OF 1983 (NAD83) AND PROJECTED ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (LONG ISLAND).

## IMPORTANT NOTE

1. The Boring Logs shown on this sheet are the result of inferences drawn by the engineers or scientific personnel during boring operations at the site, and from certain visual evidence such as: (1) samples of subsurface materials recovered during boring operations; (2) the logs kept by the drill operator and the inspector, which contain, among other things, expression of their opinions as to the nature of subsurface materials encountered during boring operations; and (3) other records concerning the site deemed pertinent by the engineers. The driller's log, the inspector's log, the samples and the records , together with the engineer's reports, are made available for inspection and study by the bidders so that they may draw their own inferences from all of the available evidence.
2. Bidders are warned that in the subsurface, other than that actually penetrated by the borings, obstructions, both natural and man-made, and which are not indicated on the Boring Logs, may be encountered, and that the Boring Logs make no representations or warranties either as to the presence or absence of such obstructions, or as to their nature and extent. Where possible, borings are located to avoid all obstructions and previous construction which can be found by inspection of the surface, and the bidder is required to estimate the influence of such features from his own inspection of the site.
3. In addition, bidders are warned that in the subsurface other than that actually penetrated by the borings, soil or rock may vary widely, with regard to elevation, composition, texture, structure, perviousness, soundness, and other characteristics, from the descriptions given on the Boring Logs and all reports.
4. The "water reading", shows the elevation of water in the boring holes at the times indicated. They may or may not indicate the elevations of perched water or true ground water table during boring operations or subsequently.
5. The samples are described using the "Modified Burmister Soil Classification System" and Rock Classification, followed by Group Symbols from the "Unified Soil Classification" and a Numerical classification code as assigned per the New York City Building Code 1804.2.1.

RICHARD G. MESEROLE
SECTION CHIEF
B.E.G.S.

SHERIEN THAMPI, P.E.
GEOTECHNICAL ENGINEER | B.E.G.S.

JEAN M. JEAN-LOUIS
DIRECTOR

MARK A. CANU
ASSOCIATE COMMISSIONER
DIVISION OF SAFETY AND SITE SUPPORT

| NO. | DATE | DESCRIPTIONS | APPR'D |
|---|---|---|---|
| | | REVISIONS | |

CITY OF NEW YORK
DEPARTMENT OF
DESIGN & CONSTRUCTION

SEQ002708
4042

PREPARED FOR:
DIVISION OF SAFETY AND SITE SUPPORT
BUREAU OF ENVIRONMENTAL AND GEOTECHNICAL SERVICES

CONSULTANT NAME:
CDM SMITH
14 WALL STREET, SUITE 1702
NEW YORK, NY 10005

CONTRACTOR NAME:
WARREN GEORGE INC.
1 JERSEY AVENUE
JERSEY CITY, NJ 07302

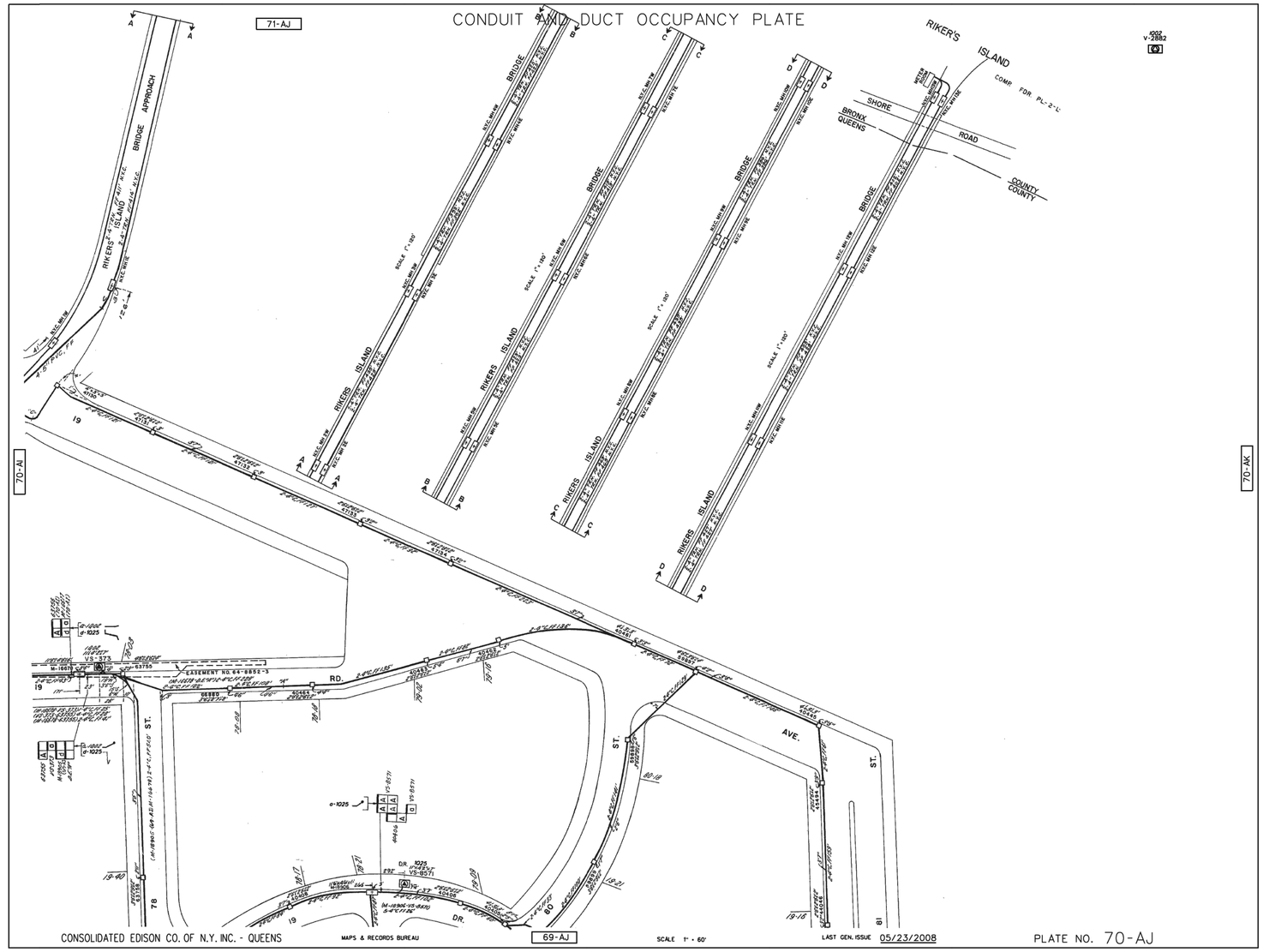
PROJECT NAME:
81ST STREET OUTFALL
81ST STREET, 19TH AVENUE AND BOWERY BAY
BOROUGH OF QUEENS

RECORD OF BORINGS

SEAL & SIGNATURE
KAPILA S. PATHIRAGE
NEW YORK
No. 087529
LICENSED PROFESSIONAL ENGINEER

DATE: OCTOBER 30, 2013
PROJECT NO: SEQ002715
DRAWING BY: JONATHAN MORENCY
CHK BY: JARED GROSS, P.E.
DWG No: B-101.00
CADD FILE No : 4042-ROB-01
SHEET 1 OF 1

# CONDUIT AND DUCT OCCUPANCY PLATE




NOTE:

THIS DRAWING IS FOR REFERENCE ONLY.

conEdison

CONSOLIDATED EDISON CO. OF NEW YORK, INC.

CONDUIT AND DUCT OCCUPANCY PLATE

**CAPITAL PROJECT SEQ002715**

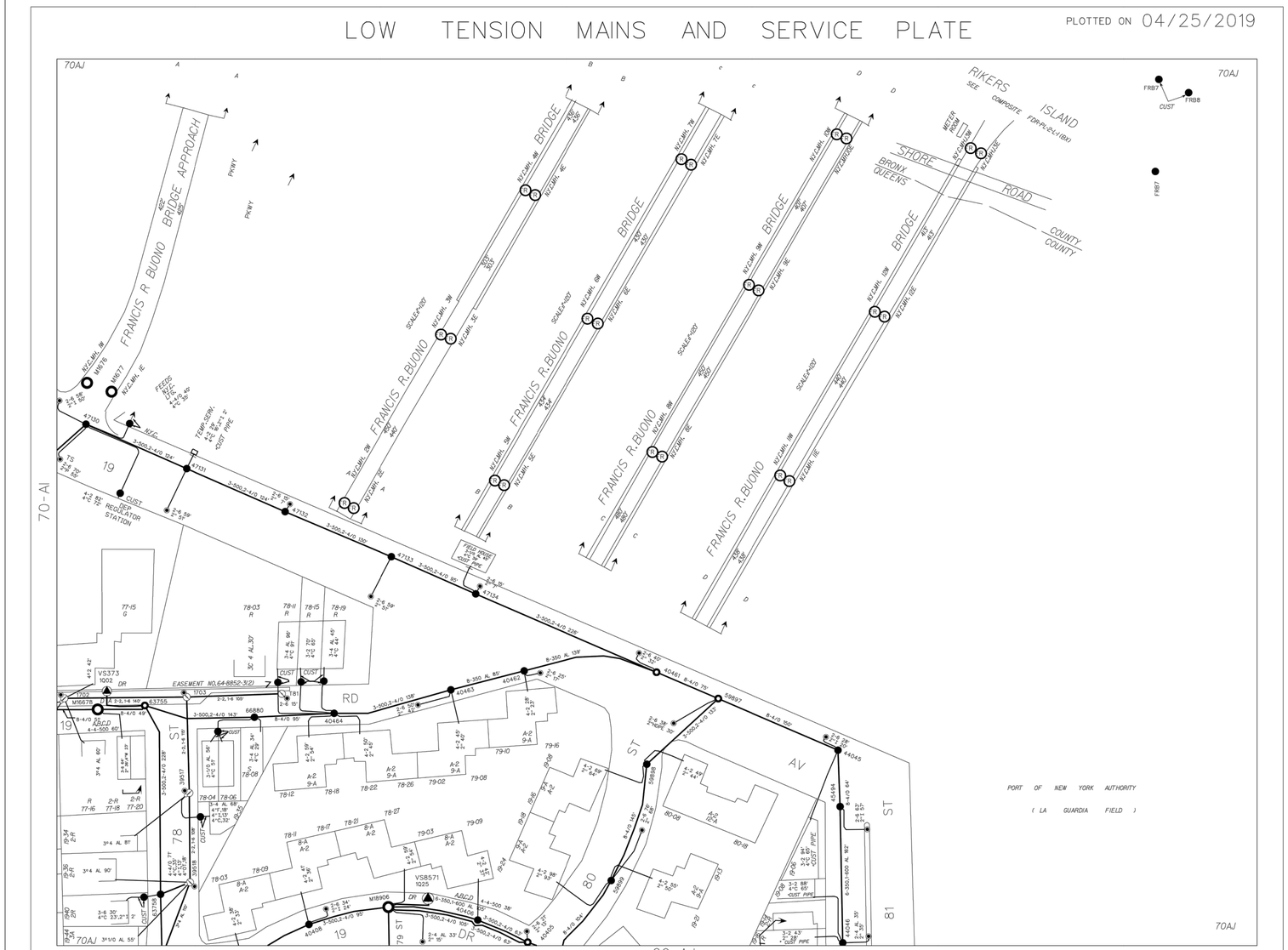
19TH AVENUE & 81ST STREET

BOROUGH OF QUEENS

SHEET **CE1 OF CE2** CE1 / CE2

IN-HOUSE DESIGN

# LOW TENSION MAINS AND SERVICE PLATE




NOTE:
THIS DRAWING IS FOR REFERENCE ONLY.

| | | |
|---|---|---|
| | CONSOLIDATED EDISON CO. OF NEW YORK, INC.<br>LOW TENSION MAINS AND SERVICE PLATE | **CAPITAL PROJECT SEQ002715**<br>19TH AVENUE & 81ST STREET<br>BOROUGH OF QUEENS |

SHEET **CE2 OF CE2** CE2/CE2

IN-HOUSE DESIGN

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

# ADDENDA CONTROL SHEET

BID SUBMISSION DATE/ TIME: March 2, 2022; between 8:30 AM and 11:00 AM
BID OPENING DATE/ TIME: March 2, 2022; 11:30 AM

PROJECT No. : SEQ002715

TITLE: REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LOCATED NORTH OF 81 ST STREET

| ADDENDA ISSUED | NO. OF DWG | DATE | APPROVED BY: SPECS UNIT | APPROVED BY: GENERAL COUNSEL |
|---|---|---|---|---|
| #1<br>Revised Bid Opening Date (3/2/2022);<br>Questions from Bidders and Responses to Questions. | | 2/14/ 2022 | 2/14/2022 | N.A. |
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THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

**2/14/2022**

# ADDENDUM No. # 1

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

## 85022B0037 – SEQ002715

## REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LOCATED NORTH OF 81 ST STREET

This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

The bidder is advised that the items listed below apply to the project:

1. **The Bid Opening for the contract described below scheduled for February 22, 2022, at 11:30 am is rescheduled to March 2, 2022, at 11:30 am.**

2. **Bidders Questions and Responses to Questions:**
   Attachment A is included with this Addendum.

3. **Revisions to Documents:**
   No Attachment B is included with this Addendum.

4. **Revisions to PASSPort forms:**
   No Attachment C included with this Addendum.

Transferring Data Between Rounds of an RFX: A new document titled “Transferring Data Between Rounds of an RFX” has been added to the Documents section of the View RFx tab. Please refer to this document when an addendum has been issued. Note: Whenever an addendum is issued, the RFX item grid will be cleared. You can import the work you have already done by following the steps on this document.

DDC strongly advises vendors to finalize and submit bids 48 hours prior to due date and time. The City is not responsible for technical issues (e.g. internet connection, power outages, technology malfunction, computer errors, etc.) related to bid submissions.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (719) 391-1041 or by email at CSB_projectinquiries@ddc.nyc.gov.

Richard Jones, PE CWI CDT
Executive Director, Specifications

***DDC PROJECT #:*** **SEQ002715**

**PROJECT NAME:** REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LOCATED NORTH OF 81 ST STREET

**ATTACHMENT A – BIDDERS QUESTIONS AND DDC RESPONSES**

| No. | Bidders Question | DDC Responses |
|---|---|---|
| 1 | Due to coming holiday our key subcontractors request additional time to provide adequate pricing, please consider a bid extension of one weeks from the current bid date. | See serial# 1, page 2 and ADDENDA CONTROL SHEET of this addendum for the date change. |

***DDC PROJECT #:*** **SEQ002715**

**PROJECT NAME:** **REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LOCATED NORTH OF 81 ST STREET**

## ATTACHMENT B – REVISIONS TO THE DOCUMENTS

None.

***DDC PROJECT #:*** **SEQ002715**

**PROJECT NAME:** **REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LOCATED NORTH OF 81 ST STREET**

**ATTACHMENT C – REVISIONS TO PASSPORT FORMS**

## This Addendum is included within Round 1 of the procurement.

*Please note that numbering of addenda is independent of rounds.*

**Questionnaire Changes:**

None.

**Item Grid Changes:**

None

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

# ADDENDA CONTROL SHEET

BID SUBMISSION DATE/ TIME: March 2, 2022; between 8:30 AM and 11:00 AM
BID OPENING DATE/ TIME: March 2, 2022; 11:30 AM

PROJECT No. : SEQ002715

TITLE: REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LOCATED NORTH OF 81 ST STREET

| ADDENDA ISSUED | NO. OF DWG | DATE | APPROVED BY: SPECS UNIT | APPROVED BY: GENERAL COUNSEL |
|---|---|---|---|---|
| #1<br>Revised Bid Opening Date (3/2/2022);<br>Questions from Bidders and Responses to Questions. | | 2/14/2022 | | |
| #1<br>Questions from Bidders and Responses to Questions;<br>Revisions to PASSPort Forms;<br>Revisions to Documents. | | 2/23/2022 | 2/23/2022 | Candace Chung |
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THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

**2/23/2022**

# ADDENDUM No. # 2

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

## 85022B0037 – SEQ002715

## REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LOCATED NORTH OF 81 ST STREET

This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

The bidder is advised that the items listed below apply to the project:

1. **Bidders Questions and Responses to Questions:**
   See Attachment A is included with this Addendum.

2. **Revisions to Documents:**
   See Attachment B is included with this Addendum.

3. **Revisions to PASSPort forms:**
   See Attachment C included with this Addendum.

Transferring Data Between Rounds of an RFX: A new document titled “Transferring Data Between Rounds of an RFX” has been added to the Documents section of the View RFx tab. Please refer to this document when an addendum has been issued. Note: Whenever an addendum is issued, the RFX item grid will be cleared. You can import the work you have already done by following the steps on this document.

DDC strongly advises vendors to finalize and submit bids 48 hours prior to due date and time. The City is not responsible for technical issues (e.g. internet connection, power outages, technology malfunction, computer errors, etc.) related to bid submissions.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (719) 391-1041 or by email at CSB_projectinquiries@ddc.nyc.gov.

Richard Jones, PE CWI CDT
Executive Director, Specifications

**DDC PROJECT #: SEQ002715**

**PROJECT NAME: REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LOCATED NORTH OF 81 ST STREET**

**ATTACHMENT A – BIDDERS QUESTIONS AND DDC RESPONSES**

| No. | Bidders Question | DDC Responses |
|---|---|---|
| 1 | Please advise where I can find the Funding requirements and the MWBE Utilization schedule. I cannot find it in Volume 3. | Refer to PASSport "Setup" for "M/WBE PARTICIPATION GOAL". |
| 2 | Please refer Plan Dwg Sheet No 6- While Note No 4 is very general , Can an item be designated for the " Clearing And Grubbing " . | Contractor should calculate cost to perform work according to the design drawings and existing field conditions. Please also refer to the "NOTES FOR SEWER BEING RECONSTRUCTED"" therein drawing 6 of 11 which identifies the works which are deemed included in the price of item number 51.61F001 - OUTFALL NO 1. |
| 3 | There are several description for removals , very general and vague-Are we to assume the new construction mirrors the existing construction-So we can quantify removals. For example what kind of piles and quantity the exist outfall is supported on , also the depth of exist and quantity of sheet piling to be remove , the extent of the existing pile cap. | Contractor should calculate cost to perform work according to the design drawings and existing field conditions. The cost of work which are not itemized and are not shown in the item grid will be paid under outfall No 1.<br><br>In addition please refer to Sheet 7 of 11 of the contract drawings contain available as builds for the outfall area. |
| 4 | Can you provide itms for the MPT items-For Example Conc Barrier , Barrells ,Timber Curb , Sign . | Contractor should calculate cost to perform work according to the design drawings and existing field conditions. The cost of work not itemized will be deemed included in the price of OUTFALL NO 1. |
| 5 | Item 73.51- Additional Steel Reinf , normally on the std details for piles , this is the item used , however you specify the rebars must be included in Outfall No 1. | 1-Price of additional steel reinforcement (item 73.51) is deemed included in the price of Item number 51.61F001 – OUTFALL NO 1.<br><br>2-Item number 73.51 will only be paid when is used at locations other than serial number 1 above as directed by the Engineer. |
| 6 | A lot of items has been shoved into Outfall No 1 , when reading specs , plans , perhapse the DDC can itemized some items. | Contractor should calculate cost to perform work according to the design drawings and existing field conditions. The cost of item of works not shown in the item grid but shown as the works required to be done under Outfall No.1 are to be deemed included in the price of item number 51.61F001 - OUTFALL NO 1. |

**DDC PROJECT #: SEQ002715**

**PROJECT NAME: REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LOCATED NORTH OF 81 ST STREET**

**ATTACHMENT A – BIDDERS QUESTIONS AND DDC RESPONSES**

| No. | Bidders Question | DDC Responses |
|---|---|---|
| 7 | Do you happen to have a plan holder's or bidders list that you can share with me. | Refer to ATTACHMENT B of this addendum. |
| 8 | The Questionnaire portion of PASSPort indicate that there is a NY State M/WBE requirement, and that a NYS M/WBE Utilization Plan needs to be uploaded to PASSPort along with the bid. However, there is a conflict with the M/WBE requirements:<br>1. The form for the NYS M/WBE Utilization Plan cannot be found on PASSPort and is not available to download anywhere on the PASSPort website (it's not seen on the RFx page or anywhere in the Questionnaire).<br>2. Where are the percentage requirements for the State M/WBE goals? The instructions on PASSPort state that the bidders need to refer to Volume 3, Schedule A. But when one checks Volume 3, Schedule A, it says, "See M/WBE Utilization Plan in Passport". Please advise. | Refer to ATTACHMENT C of this addendum. |
| 9 | On sheet 2 / 11 there is a note stating, "suggested temporary 84" sewer bypass for fluming, piles with timber lagging act as sheeting and support concrete decking, …."<br>a. Is this note to be interpreted that the temporary 84" is to be put on piles? If so what piles? Or are these piles just referencing | The piles with timber lagging is an example for the type of sheeting to be used for fluming pipes. Decking will have to be provided for traffic access to the airport.<br><br>Please note that the contractor is responsible for the means and methods of sewer fluming |
| 10 | On sheet 2 / 11, note 11 references permits needed from various agencies. Please list the required permits and their associated costs. | NYSDEC, NYCDEP, NYCDOT, Port Authority, Marine, Etc., Contractor need to contact respective agencies for the costs. |

**DDC PROJECT #: SEQ002715**

**PROJECT NAME: REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LOCATED NORTH OF 81 ST STREET**

**ATTACHMENT A – BIDDERS QUESTIONS AND DDC RESPONSES**

| | | |
|---|---|---|
| 11 | On sheet 2 / 11, note 10 states coffer dam must be constructed via barge due to lack of space. After visiting the site, this is not true. Is this a mandatory requirement to work from water? | Reconstruction of the outfall should have minimum impact on existing airport access roadway. With limited space to ensure that existing roadway is open at all times the outfall must be reconstructed from the barge. |
| 12 | On sheet 2 / 11, note 5 restricts the height of the pile rig. What is this restricted height? | You must reach out to the FAA as they manage height issues in and around the airport. Below is the link for FAA website for your reference. https://oeaaa.faa.gov/oeaaa/external/portal.jsp |
| 13 | The steel sheeting referenced on several pages to hold back the splash pad is convoluted. Is there an existing sub surface coffer dam we are to utilize? Or are we to install a new coffer dam. Note A on sheet 5 / 11 can be interpreted either way. Additionally, I am unable to find a "special spec" related to this outfall in Volume 3. Usually there would be a special spec for this type of work listing out all the items that are intended to be covered under the outfall LS bid item. | The steel sheet piling system is new and meant to stabilize the outfall only. As per as-built information, there is no existing sub surface coffer dam. Cofferdams shall be installed for sewer bypass and construction of the outfall structure.<br><br>There is no special spec for the outfall, the outfall construction will done as specified in the NYCDEP Standard Sewer Specifications and contract drawings. |
| 14 | In Section A of the Special Experience Requirements, the "Best Management Practice Work" box is blackened, but neither the "Restoration Specialist (Construction Monitor)" nor the "Erosion and Sediment Control Licensed/Certified Professional" sub-boxes are blackened, which is causing confusion as to why Qualification Forms are needed for BMP if that is the case. Please advise as to whether or not Qualification Forms are still needed for BMP. | Refer to ATTACHMENT C of this addendum. |

**DDC PROJECT #: SEQ002715**

**PROJECT NAME: REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LOCATED NORTH OF 81 ST STREET**

**ATTACHMENT A – BIDDERS QUESTIONS AND DDC RESPONSES**

| | | |
|---|---|---|
| 15 | • Concerning Item 70.11CS, Concrete filled steel pipes. Contract drawings call out the quantity for each length, and their spacing. However, I believe the pipe diameter is missing, can the diameter for the steel pipe piles be provided?<br><br>• After speaking to some vendors about the PZ-32 Sheeting that surrounds the outfall, I've been told this spec'd sheeting is no longer available or manufactured. Does the design engineer have an approved equal? | The piles should be 12" in diameter.<br><br>Please use PZ-35 sheeting. |

***DDC PROJECT #:*** **SEQ002715**

**PROJECT NAME:** **REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LOCATED NORTH OF 81 ST STREET**

**ATTACHMENT B – REVISIONS TO THE DOCUMENTS**

1- Volume 3 - Schedule A revised.

2- Plan Holder's List added.

| Vendor | Email |
|---|---|
| A-ECO CLEAN ENVIRONMENT LLC | arthurw917@gmail.com |
| CAC INDUSTRIES INC | mcapasso@cacindinc.com |
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| DEBOE CONSTRUCTION CORP. | deboeconstruction@verizon.net |
| DIFAZIO IND LLC | johnd@difazioind.net |
| DIFAZIO INFRASTRUCTURE- DIFAZIO INDUSTRIES JV | johnd@difazioind.net |
| EN-TECH CORP | ncamali@en-techcorp.com |
| HUICATAO CORP | phui@huiconstruction.co |
| INTER CONTRACTING CORP | mmutino@intercontractingcorp.com |
| J ANTHONY ENTERPRISES INC | joe@janthonyent.com |
| JP MARKING INC | Joe@jpmarking.com |
| JRCRUZ CORP | ecruz@jrcruz.com |
| LAWS CONSTRUCTION CORP. | svescio@lawscc.com |
| MASPETH SUPPLY CO LLC | lyonshhm@aol.com |
| MTS INFRASTRUCTURE LLC | mmartins@mtsinfrastructure.com |
| NORTHEAST REMSCO CONSTRUCTION INC | racosta@northeastremsco.com |
| NY ASPHALT INC | mthompson@nyasphalt.com |
| P&T II CONTRACTING CORP | lenny@pandt2.com |
| PERFETTO CONTRACTING CORP | cperfetto@perfettocontracting.com |
| RESTANI CONSTRUCTION CORP | srestivo@restani.com |
| STEVEN DUBNER LANDSCAPING | sdubner@sdlco.com |
| TRIUMPH CONSTRUCTION CORP | ccuzzi@triumphconstructionny.com |
| TULLY CONSTRUCTION CO. INC. | |

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| 7183561983 |
| 9148630000 |
| 6315893244 |
| 5167441440 |
| 7322900700 |
| 9147412100 |
| 7187867000 |
| 9142423583 |
| 7325576100 |
| 7189666466 |
| 7182060210 |
| 7188588600 |
| 7187280870 |
| 6317771800 |
| 7188616060 |

***DDC PROJECT #:*** **SEQ002515**

**PROJECT NAME:** **REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LOCATED NORTH OF 81 ST STREET**

**ATTACHMENT C – REVISIONS TO PASSPORT FORMS**

## This Addendum initiates Round 2 of the procurement.

*Please note that numbering of addenda is independent of rounds.*

**Questionnaire Changes:**

PASSPort “Questionnaire” updated

**Item Grid Changes:**

None

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

# ADDENDA CONTROL SHEET

BID SUBMISSION DATE/ TIME: March 2, 2022; between 8:30 AM and 11:00 AM
BID OPENING DATE/ TIME: March 2, 2022; 11:30 AM

PROJECT No. : SEQ002715

TITLE: REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LOCATED NORTH OF 81 ST STREET

| ADDENDA ISSUED | NO. OF DWG | DATE | APPROVED BY: SPECS UNIT | APPROVED BY: GENERAL COUNSEL |
|---|---|---|---|---|
| #1<br>Revised Bid Opening Date (3/2/2022);<br>Questions from Bidders and Responses to Questions. | | 2/14/2022 | | |
| #2<br>Questions from Bidders and Responses to Questions;<br>Revisions to PASSPort Forms;<br>Revisions to Documents. | | 2/23/2022 | | |
| #3<br>Questions from Bidders and Responses to Questions;<br>Revisions to PASSPort Forms.<br>. | | 3/1/2022 | 3/1/2022 | Candace Chung |
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THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

**3/1/2022**

# ADDENDUM No. # 3

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

## 85022B0037 – SEQ002715

## REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LOCATED NORTH OF 81 ST STREET

This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

The bidder is advised that the items listed below apply to the project:

1. **Bidders Questions and Responses to Questions:**
   See Attachment A is included with this Addendum.

2. **Revisions to Documents:**
   No Attachment B is included with this Addendum.

3. **Revisions to PASSPort forms:**
   See Attachment C included with this Addendum.

Transferring Data Between Rounds of an RFX: A new document titled “Transferring Data Between Rounds of an RFX” has been added to the Documents section of the View RFx tab. Please refer to this document when an addendum has been issued. Note: Whenever an addendum is issued, the RFX item grid will be cleared. You can import the work you have already done by following the steps on this document.

DDC strongly advises vendors to finalize and submit bids 48 hours prior to due date and time. The City is not responsible for technical issues (e.g. internet connection, power outages, technology malfunction, computer errors, etc.) related to bid submissions.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (719) 391-1041 or by email at CSB_projectinquiries@ddc.nyc.gov.

Richard Jones, PE CWI CDT
Executive Director, Specifications

***DDC PROJECT #:*** **SEQ002715**

**PROJECT NAME: REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LOCATED NORTH OF 81 ST STREET**

## ATTACHMENT A – BIDDERS QUESTIONS AND DDC RESPONSES

| No. | Bidders Question | DDC Responses |
|---|---|---|
| 1 | It is for the Project SEQ002715 REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LOCATED NORTH OF 81 ST STREET AND 19 TH AVENUE, ON LAGUARDIA AIRPORT PROPERTY<br>Black American 1%<br>Hispanic American 3%<br>Unspecified 11%<br>Total 15%<br><br>My question is what is unspecified ? Does "Unspecified" mean – "Other" - so I should be looking for a combination of WBE, Asian, Native American to make up the 11% ? Or does Unspecified mean all MBE/WBE's can make up the 11% -all would be including Us (Hispanic ) and Black MBE's | "Unspecified" means that work can be performed by ANY combination (including MBE-Hispanic) of certified M/WBE vendors, regardless of specific gender and/or ethnicity. |
| 2 | In Section A of the Special Experience Requirements, under "Best Management Practice Work",<br>both the "Restoration Specialist (Construction Monitor)" and the "Erosion and Sediment Control Licensed/Certified Professional" sub-boxes are blackened, but there is no pay item for a Restoration Specialist in the bid. Do we still need to submit a Qualification Form for a Restoration Specialist when there is no item in the bid for one? | Refer to ATTACHMENT C of this addendum. |
| 3 | We respectfully request an additional 5 day postponement of this bid due to our vendors and suppliers having some difficult time in getting us the necessary costs. | There will be no postponement in the bid date. |
| 4 | As per our recent discussion, we still are unclear on some of our questions. Specifically question #3 below as we feel we can perform all required work from land side after visiting the site. Addendum #2 Q and A's addressed this partially, but sentence one contradicts sentence two. What is more important, working from the barge, or performing the work with no impact to the airport roadway? If we are able to perform all the work from the side of the road and maintain all lanes of traffic to the fuel facility with no interruptions or delays, what is requiring the work to be performed from barge? | Performing the required work from a barge is required in order to meet all project stakeholder needs. Also, please note the insurance requirements in Schedule A. |

***DDC PROJECT #:*** **SEQ002715**

**PROJECT NAME:** **REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LOCATED NORTH OF 81 ST STREET**

**ATTACHMENT B – REVISIONS TO THE DOCUMENTS**

None.

***DDC PROJECT #:*** **SEQ002715**

**PROJECT NAME:** **REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL LOCATED NORTH OF 81 ST STREET**

**ATTACHMENT C – REVISIONS TO PASSPORT FORMS**

## This Addendum initiates Round 3 of the procurement.

*Please note that numbering of addenda is independent of rounds.*

**Questionnaire Changes:**

"A. SPECIAL EXPERIENCE REQUIREMENTS FOR THE BIDDER" revised.

**Item Grid Changes:**

None.

Department of Design and Construction

# DIVISION OF INFRASTRUCTURE
## BUREAU OF DESIGN

# VOLUME 3 OF 3

**PROJECT ID: SEQ002715**

REPLACEMENT AND REPAIR OF COMBINED SEWER OUTFALL
LOCATED NORTH OF 81 ST STREET AND 19 TH AVENUE, ON LAGUARDIA AIRPORT PROPERTY

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

_____

***Contractor***

**Dated**_____**, 20**_____