

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

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



## VOLUME 1 OF 3 BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: SER200277

CONSTRUCTION OF STORM SEWERS AND APPURTENANCES IN WOEHRLE AVENUE BETWEEN ALEXANDER AVENUE AND WARING AVENUE; ALEXANDER AVENUE BETWEEN WOEHRLE AVENUE AND LORING AVENUE; LORING AVENUE BETWEEN ALEXANDER AVENUE AND FORRESTAL COURT; FORRESTAL COURT BETWEEN LORING AVENUE AND DEAD END; LEVERETT AVENUE BETWEEN BROOKFIELD AVENUE AND COLON AVENUE

CONSTRUCTION OF SANITARY SEWERS AND APPURTENANCES IN FORRESTAL COURT BETWEEN LORING AVENUE AND DEAD END; LORING AVENUE BETWEEN ALEXANDER AVENUE AND FORRESTAL COURT

REPLACEMENT OF WATER MAINS AND APPURTENANCES IN LEVERETT AVENUE BETWEEN BROOKFIELD AVENUE AND COLON AVENUE

Together With All Work Incidental Thereto
BOROUGH OF STATEN ISLAND
CITY OF NEW YORK

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

**DECEMBER 27, 2016** 



## Bid Tab

Descri	ption		OF STORM SEWERS PROUGH OF STATEN	
Bid Da	ite	12/16/2016	FMS ID	SER200277
Estima	ited Cost	\$2,287,390.00	Client Agency	DEP
Bid Se	curity	Not less than 2% of Total Bid Price	PLA	NO
Time A	Allowed	365CCD	Federal Funded:	NO
Adden	dum	2	Contract Manager	Travis Letbetter
PIN		8502016SE0029C	Project Manager	Goldenberg, Izya
Selecti	ve Bidding	□Yes ⊠No	E-PIN	85017B0044
Bid Rank		Vendor	Bid Amount	Security Type
1	PERFETTO COMPANY	ENTERPRISES , INC.	\$2,025,000.	00 Bond
2	HUICATAO	O CORP	\$2,134,567.	00 Bond
3		ND., LLC D/B/A NDUSTRIES	\$2,234,600.	52 Bond
4	PERFETTO INC.	CONTRACTING C	CO. \$2,565,750.	00 Bond
5	JR CRUZ C	CORP	\$2,686,686.	00 Bond
6	NY ASPHA	LT INC	\$2,801,072.	20 Bond

Recorder: Brenda Barreiro Ext. 1041 Ap

Approver:

Bid Tab

Pin: 8502016SE0029C

Page 1 of 1



## Dr. Feniosky Peña-Mora Commissioner

Charlette Hamamgian, Esq. Agency Chief Contracting Officer Lorraine Holley
Deputy ACCO
Competitive Sealed
Bid Contracts

February 06, 2017

CERTIFIED MAIL - RETURN RECEIPT REQUEST PERFETTO ENTERPRISES COMPANY, INC. 2074 RICHMOND TERRACE Staten Island, NY 10302

RE:

FMS ID: SER200277 E-PIN: 85017B0044001

DDC PIN: 8502016SE0029C

CONSTRUCTION OF STORM SEWERS IN FORRESTAL COURT, ETC - BOROUGH

OF STATEN ISLAND NOTICE OF AWARD

## Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of \$2,025,000.00 submitted at the bid opening on December 16, 2016. Within ten (10) days of your receipt of this notice of award, you are required to take the actions set forth in Paragraphs (1) through (3) below. For your convenience, attached please find a copy of Schedule A of the General Conditions to the Contract, which sets forth the types and amounts of insurance coverage required for this contract.

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



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

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

Sincerely

Michael Sympman Director of Contracts

Facsimile: (718) 391-1885

Telephone: (718) 391-2838

## 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. Perfetto Enterprises Company, Inc. Name of Contractor: SEK201BN2 Name of Project: Location of Project: Vatious Locations, Brooklyn Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed: Fathi Husein Name: Title: EIC Phone Number: 718-595-4184 Brief description of the Project completed or the Project in progress: Reconstruction of collapsed or otherwise defective sanitary, storm and combined vitrified clay pipe sewers, Brooklyn Was the Project performed as a prime, a subcontractor or a sub-subcontractor: Prime 4,392,817.52 Amount of Contract, Subcontract or Sub-subcontract: Start Date and Completion Date: \_\_\_ \*\*\*\*\*\*\*\*\*\*\*\*\* Perfetto Enterprises Company, Inc. Name of Contractor: SEK201BS2 Name of Project: Various Locations, Brooklyn Location of Project: Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed: Fathi Husein Name: Title: EIC Phone Number: 718-595-4184 Brief description of the Project completed or the Project in progress: Reconstruction of collapsed or otherwise defective sanitary, storm and combined vitrified clay pipe sewers, Brooklyn Was the Project performed as a prime, a subcontractor or a sub-subcontractor; Prime Amount of Contract, Subcontract or Sub-subcontract: 4,609,126.73 2012/2013 Start Date and Completion Date: CITY OF NEW YORK



# NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: SER200277 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502016SE0029C

11/2/2016 10:05 AM

006	005	004	003	002	001	
4" CONCRETE SIDEWALK (UNPIGMENTED)	5 4.09 CD CORNER STEEL FACED CONCRETE CURB (18" DEEP)	4.09 BD DEPRESSED STEEL FACED CONCRETE CURB (18" DEEP)	3 4.08 AA CONCRETE CURB (18" DEEP)	2 4.02 CA BINDER MIXTURE	1 4.02 AF-R ASPHALTIC CONCRETE WEARING COURSE, 2" THICK	The second secon
1,420.00	400.00	50.00	265.00	880.00	6,500.00	ESTRUM SI
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01	65	76	45	9 <i>S</i>	10	POLITICAL STATES
14,200	26,000	3,800	11,925	83,600	65,000	
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: SER200277 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502016SE0029C

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012	011	010	009	008	007	
4.18 A  MAINTENANCE TREE PRUNING (UNDER 12" CAL.)	4.16 STUMP STUMP REMOVAL	4.16 CAA TREES PLANTED, 2-1/2" TO 3" CALIPER, ALL TYPES	4.16 AA TREES REMOVED (4" TO UNDER 12" CALIPER)	4.13 DE EMBEDDED PREFORMED DETECTABLE WARNING UNITS	4.13 BAS 7" CONCRETE SIDEWALK (UNPIGMENTED)	THE RESIDENCE OF THE PARTY OF T
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: SER200277

DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502016SE0029C DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

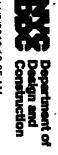
018	017	016	015	014	013	00 8
50.31SC10 10" E.S.V.P. SANITARY SEWER, ON CONCRETE CRADLE	50.31MC18 18" E.S.V.P. STORM SEWER, ON CONCRETE CRADLE	50.31MC12 12" E.S.V.P. STORM SEWER, ON CONCRETE CRADLE	50.21M3C030D 30" R.C.P. CLASS III STORM SEWER, ON CONCRETE CRADLE	4.21 TREE CONSULTANT	4.18 B MAINTENANCE TREE PRUNING (12" TO UNDER 18" CAL.)	
40.00	170.00	250.00	820.00	400.00	10.00	
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48,000	72,760	100,000	414,100	30,000	1,000	



NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: SER200277 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502016SE0029C

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024	. 23	022	021	020	019	
51.71C00001  MODIFICATION OF EXISTING CHAMBER NO. 1	51.71B00001  MODIFICATION OF EXISTING TYPE 1 CATCH BASIN	51.41S001 STANDARD CATCH BASIN, TYPE 1 -	51.21S0A1000V STANDARD MANHOLE TYPE A-1	51.11P008 STANDARD 8'-0" DIAMETER PRECAST MANHOLE	51.11P005 STANDARD 5'-0" DIAMETER PRECAST MANHOLE	A STATE OF THE PROPERTY OF THE
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40,000	5,000	84,500	44,000	27,000	8,000	



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

ION PROJECT ID: SER200277
CONTRACT PIN: 8502016SE0029C

11/2/2016 10:05 AM

030	029	028	027	026	025	
6.25 RS TEMPORARY SIGNS	6.02 AAN UNCLASSIFIED EXCAVATION	54,12CS CLEANING OF DRAINAGE STRUCTURES	53.11DR TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS	52.11D12 12" DUCTILE IRON PIPE BASIN CONNECTION	51.71C00002  MODIFICATION OF EXISTING CHAMBER NO. 2	
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4,000	24,700	850	12,400	75,000	5,000	COL 0 TERDED AMOUNT (INSELURES) DOLLARS
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: SER200277 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502016SE0029C

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036	035	034	033	032	031	SECONS
6.87 PLASTIC BARRELS	6.52 CG CROSSING GUARD	6.49 TEMPORARY PAVEMENT MARKINGS (4" WIDE)	6.40 B ENGINEER'S FIELD OFFICE (TYPE B)	6.28 AA LIGHTED TIMBER BARRICADES	6.26 TIMBER CURB	THE NUMBER OF STREET OF STREET
295.00	960.00	250.00	18.00	1,530.00	3,240.00	ESTANTE STATES
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15	35	5	6,200	N @	~- } .	MATERIAL STATES
4,425	33,600	1,250	111,600	7,650	3,240	
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

ON PROJECT ID: SER200277
CONTRACT PIN: 8502016SE0029C

11/2/2016 10:05 AM

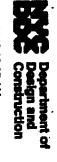
042	041	040	039	038	9EQ.NQ 037	
60, 12D12 LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	60.12D08 LAYING 8-INCH DUCTILE IRON PIPE AND FITTINGS	60.12D06 LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	60.11R612 FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	60.11R608 FURNISHING AND DELIVERING 8-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	60.11R606 FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	
25.00	500.00	50.00	20.00	460.00	40.00	
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110	140	150	95	80	85	
2,750	70,000	7,500	1,900	36,800	3,400	



NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: SER200277 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN **CONTRACT PIN: 8502016SE0029C** 

11/2/2016 10:05 AM

047	046	045	94	043	Sedi
61.11TWC03 FURNISHING AND DELIVERING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	61.11DMM12  FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	61.11DMM08  FURNISHING AND DELIVERING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	61.11DMM06  FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	60.13M0A24  FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24 -INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	TEMNUMBER MAD DESIGNED AND THE TOTAL OF THE
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# NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: SER200277 ON TRACT PIN: 8502016SE0029C DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

11/2/2016 10:05 AM

053	052	051	050	049	048	COE 1
61.12TWC04 SETTING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	61.12TWC03 SETTING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	61.12DMM12 SETTING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	61.12DMM08 SETTING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	61.12DMM06 SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	61.11TWC04 FURNISHING AND DELIVERING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	PASIN NUMBER AND DESCRIPTION
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100	100	3,500	9,000	6,000	100	E E E E E E E E E E E E E E E E E E E



NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PRODIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONT

PROJECT ID: SER200277
CONTRACT PIN: 8502016SE0029C

11/2/2016 10:05 AM

	058	057	056	055	054	COL 1
64.11EL WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2- INCH OR LARGER SCREW TAPS	63.11VC FURNISHING AND DELIVERING VARIOUS CASTINGS	62.14FS FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	62.13RH REMOVING HYDRANTS	62.12SG SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	62.11SD FURNISHING AND DELIVERING HYDRANTS	ANTENNUMBER OF SEC.
1.00	4.00	4.00	1.00	2.00	2.00	
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250	4,000	1,000	500	9,000	9,000	NEGROTAL TO THE STATE OF THE ST
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# NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: SER200277 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502016SE0029C DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

11/2/2016 10:05 AM

065	064	063	062	061	060 G
64.13WC08 FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 8-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	64.12ESLT EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	<b>64.12ESEG</b> EXTENDING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	64.12COLT CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	64.12COEG CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	MITH ADMBERG AS SUPPLOY.  64.11ST  WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS
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2.000	100	150	150	150	UNITARIES) BESTATE AT CITS 225
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## NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: SER200277 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502016SE0029C

11/2/2016 10:05 AM

071	070	069	068	067	066	SEQ NO
7.36 PEDESTRIAN STEEL BARRICADES	7.13 B  MAINTENANCE OF SITE  Unit price bid shall not be less than: \$8,000.00	65.71SG FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	65.31FF  FURNISHING, DELIVERING AND PLACING FILTER FABRIC  Unit price bid shall not be less than: \$ 0.10	65.21PS FURNISHING AND PLACING POLYETHYLENE SLEEVE Unit price bid shall not be less than: \$ 0.50	65.11BR FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	O REAL TIESTANT EN TRESENTATION
1,640.00	12.00	12.00	3,250.00	220.00	200.00	
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8,200	96,000	6,000	32 <b>5</b>	[16	1,000	
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## NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN PROJECT ID: SER200277 CONTRACT PIN: 8502016SE0029C

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70.31FN FENCING Unit price bid shall not be less than: \$ 2.00	70.21DK DECKING	7.88 AD WATERBUG BAIT APPLICATIONS Unit price bid shall not be less than: \$ 65.00	7.88 AC BAITING OF RODENT BAIT STATIONS Unit price bid shell not be less then: \$9.50	7.88 AB RODENT BAIT STATIONS Unit price bid shall not be less than: \$60.00	7.88 AA RODENT INFESTATION SURVEY AND MONITORING Unit price bid shall not be less than: \$ 3,000.00	TEM (MARIN energiscription
3,600.00	1,270.00	5.00	50.00	50.00	1.00	ENGINEERS ESTIMATE ESTIMATE
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7,200	6,350	325	475	3,000	3,000	Ser (1) (Ser
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502016SE0029C PROJECT ID: SER200277

11/2/2016 10:05 AM

083	082	081	080	079	078	
73.11AB ADDITIONAL BRICK MASONRY Unit price bid shell not be less then: \$ 62.50	70.91SW12 FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS	70.81CB CLEAN BACKFILL Unit price bid shall not be less then: \$ 15.00	70.71SB STONE BALLAST Unit price bid shell not be less than: \$ 15.00	70.61RE ROCK EXCAVATION	70.51EO  EXCAVATION OF BOULDERS IN OPEN CUT  Unit price bid shall not be less than: \$ 75.00	A TENNINGBENNING DESCRIPTION OF THE PROPERTY O
16.00	350.00	1,600.00	30.00	25.00	25.00	111: (1/1) 140 11 (1/1) 140 140 (1/1) 140
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62	_	15	30	250	250	11 - 12 - 12 - 12 - 12 - 12 - 12 - 12 -
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1,000	350	24,000	009	6,250	6,250	C. Services III



## NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN PROJECT ID: SER200277

CONTRACT PIN: 8502016SE0029C

11/2/2016 10:05 AM

	5,000		1,000			SAMPLING AND TESTING OF CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PURPOSES	3
				SETS	5.00	8 01 C2	089
	25,000		25			HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL	
				TONS	1,000.00	8.01 C1	088
						Unit price bid shall not be less than: \$ 1.00	
	220		_	Ę	220.00	ADDITIONAL STEEL REINFORCING BARS	087
		•••		IRS	W VCC		3
			10			Unit price bid shall not be less than: \$ 15.00	
	1.200		7	<u>;</u>	0.00	13.4 TAG ADDITIONAL SELECT GRANULAR BACKFILL	C
	1			2	80 63		3
	777		Š			DEPTHS) Unit price bid shall not be less than: \$ 20.00	
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	,					Unit price bid shall not be less than: \$ 62.50	
50	4,687	50	62			ADDITIONAL CONCRETE	÷
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## NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: SER200277 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502016SE0029C

11/2/2016 10:05 AM

092 091 090 092	8.01 H HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL  8.01 S HEALTH AND SAFETY  8.01 W1 REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER	10.00 10.00 2.00	TONS LS. DAY	500 7,500 7,500
093	8.01 W2 SAMPLING AND TESTING OF CONTAMINATED WATER	2.00	SETS	 2,500
094	UTL-6.01.1  GAS MAIN CROSSING SEWER UP TO 24" IN DIAMETER (S8.01)  Unit price bid shell not be less then: \$ 1,040.00	1.00	EACH	1,040
095	UTL-6.01.2  GAS MAIN CROSSING SEWER 30" IN DIAMETER (S6.01)  Unit price bid shall not be less than: \$ 1,770.00	2.00	EACH	 1,770



# NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: SER200277 NEW YORK CITY DEPARTMENT OF DESIGN CONTRACT PIN: 8502016SE0029C DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

11/2/2016 10:05 AM

	70	35	¥		ADJUST HARDWARE TO GRADE USING SPACER RINGS/ADAPTORS. (STREET REPAVING.) (S6.04) Unit price bid shall not be less then: \$35.00	
<del>-</del>			EACH	2.00	UTL-6.04	101
T	3,750	25			REMOVAL OF ABANDONED GAS FACILITIES WITH POSSIBLE COAL TAR WRAP, ALL SIZES, (FOR NATIONAL GRID WORK ONLY) (\$6.03)  Unit price bid shall not be less than: \$ 25.00	
			LF.	150.00	UTL-6.03.1	100
T	4,500	15			REMOVAL OF ABANDONED GAS FACILITIES. ALL SIZES. (\$6.03)  Unit price bid shall not be less than: \$ 15.00	
.,			LF.	300.00	UTL-6.03	099
[	2,860	715			EXTRA EXCAVATION FOR THE INSTALLATION OF CATCH BASIN SEWER DRAIN PIPES WITH GAS INTERFERENCES (\$6.02) Unit price bid shall not be less than: \$ 715.00	****
			EACH	4.00	UTL-6.02	098
[	9/7	485			Unit price bid shall not be less than: \$ 485.00	
	)		EACH	2.00	UTL-6.01.9	097
1	9,765	465			GAS SERVICES CROSSING TRENCHES AND/OR EXCAVATIONS (S6.01) Unit price bid shall not be less than: \$ 465.00	
			EACH	21.00	UTL-6.01.8	960
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: SER200277

DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502016SE0029C

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8	\$50,000 00	50,000 00	50,00	Ġ.	1.00	GAS INTERFERENCES AND ACCOMMODATIONS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 50,000.00	ā
		ļ					OF I
	W,000		/00			Unit price bid shall not be less than: \$ 100.00	
				C.Y.	30.00	UTL-6.07	<b>1</b>
	54,000		/80			Unit price bid shall not be less than: \$ 180.00	
		•		C.Y.	300.00	SPECIAL CARE EXCAVATION AND BACKFILLING (S6.06)	103
<del>-</del>	100	• • • • • •	0			Unit price bid shall not be less than: \$ 65,00	
	7		7	<u> </u>	4.00	ADJUST HARDWARE TO GRADE BY RESETTING. (ROAD RECONSTRUCTION.) (S6.05)	
2						UTL-6.05	1 양
					, July 12	TIEM NUMBER BANG CHIPTICK	



## NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN PROJECT ID: SER200277

CONTRACT PIN: 8502016SE0029C

11/2/2016 10:05 AM

## **BID SCHEDULE FORM**

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Park College Chilling

SUB-TOTAL: \$ 1972,502,50

ᇡ 6.39 A BID PRICE OF MOBILIZATION SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE. MOBILIZATION <u>.</u>9 ĿS. 52,497 ပ္ပ 50,497 0

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

TOTAL BID PRICE: \$ 2085000.00

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

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

PROJECT ID: SER200277

## CONSTRUCTION OF SANITARY AND STORM SEWERS AND APPURTENANCES IN LEVERETT AVENUE ETC.

## **Together With All Work Incidental Thereto BOROUGH OF STATEN ISLAND**

Name of Bidder: Pe	erfetto Enterprises Co., Inc.	
Date of Bid Opening:De	ecember 16, 2016	
	ever applies) Individual ( ) Partnership ( ) Corporat	ion (x)
Place of Business of Bidder: _	2074 Richmond Terrace, Staten Island, New York 10302	
Bidder's Telephone Number: _	718-442-4212	-
Bidder's E-Mail Address:	cperfetto@perfettoent.com	
Residence of Bidder (If Individ	dual):	
If Bidder is a Partnership, fill is		
Names of Partne	ners Residence of Partners	
If Bidder is a Corporation, fill i	in the following blanks:	
Organized under the laws of the	ne State ofNew York	
Name and Home Address of Pr	resident: Claudio Perfetto	
	134 Chapin Avenue, Staten Island, New York 10304	
Name and Home Address of Se	ecretary: same as above	
Name and Home Address of Tr	same as above	
CITY OF NEW YORK DEPARTMENT OF DESIGN AND CONS	C-1 BII	D BOOKLET JULY 2016

JULY 2016

## **BID FORM**

## PROJECT ID: SER200277

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

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

<u>\$ 2,035,000.00</u>

## **BIDDER'S SIGNATURE AND AFFIDAVIT**

Bidder:	Perfetto Enterprises Co., Inc.		
Ву:	(Signature o	f Partner or corporate officer)	
Attest: (Corporate Se	eal)	Secretary of Corporate Bidder	_

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

## **BID FORM (TO BE NOTARIZED)**

## AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL STATE OF NEW YORK, COUNTY OF \_\_\_\_\_ being duly sworn says: I am the person described in and who executed the foregoing bid, and the several matters therein stated are in all respects true. (Signature of the person who signed the Bid) Subscribed and sworn to before me this day of **Notary Public** AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP STATE OF NEW YORK, COUNTY OF being duly sworn says: I am a member of the firm described in and which executed the foregoing bid. I subscribed the name of the firm thereto on behalf of the firm, and the several matters therein stated are in all respects true. (Signature of Partner who signed the Bid) Subscribed and sworn to before me this day of **Notary Public** AFFIDAVIT WHERE BIDDER IS A CORPORATION STATE OF NEW YORK, COUNTY OF Richmond Claudio Perfetto being duly sworn says: of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at 134 Chapin Avenue, Staten Island New Vorlance 1994 I have knowledge of the several matters therein stated, and they are in all respects true. (Signature of Partner who signed the Bid) Subscribed and sworn to before me this day of December KATHY FERETZANIS Notary Public, State of New York No. 01FE6022837 Notary Public Qualified in Kings County Commission Expires April 05, 20

C-5

CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION

## **AFFIRMATION**

			PROJE	CT ID:	SER200277			
not be	ct or taxo en declar	es and is not a cred not respons	defaulter, as su ible, or disqual o the responsib	rety or otherw lified, by any a	ler is not in arre- rise, upon obligated agency of the Ci- cation of the bio	tion to the ty of New Y	City of New York, nor is	York, and has there any
(If nor	e, the bi	dder shall inser	t the word "No	one" in the spa	ace provided abo	ove.)		· · · · · · · · · · · · · · · · · · ·
Full N Addre		Bidder:		terprises Co., In	ıc.			
City_	Staten Is	sland	State	New York	Zi	p Code	10302	
CHEC	K ONE A - B -	Partnership, J	Sole Proprieto CURITY NUM Toint Venture o	rship* BER or other uninco	orporated organi	zation		
/		EMPLOYER	IDENTIFICA	TION NUMB	ER			
<u>/x</u> _/	C-	Corporation EMPLOYER 20-06026	IDENTIFICA	TION NUMB	ER			
Ву:	Sign	nature /					<del></del>	:
Title:		President						
	If a co	rporation, place	e seal here					

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

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

to provide the City a means of identifying of businesses which seek City contracts.

C-6

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

BID BOOKLET JULY 2016

## BID BOND 1 FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, Perfetto Enterprises Co., Inc. 2074 Richmond Terrace
Staten Island, NY 10302
hereinafter referred to as the "Principal", and Selective Insurance Company of America 40 Wantage Avenue Branchville, NJ 07890
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 (10%) of Amount Bid
(\$ XXXX), 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: SER200277
PIN: 8502016SE0029C Construction of Sanitary and Storm Sewers and Appurtenances In Leverett
Avenue etc., Together With All Work Incidental Thereto, Borough of Staten Island
NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said Proposal without the consent of the City for a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's Proposal by the City, if the Principal shall:
(a) Within ten (10) days after notification by the City, execute in quadruplicate and deliver to the City all the executed counterparts of the Contract in the form set forth in the Contract Documents, in accordance with the proposal as accepted, and
(b) Furnish a performance bond and separate payment bond, as may be required by the City, for the faithful performance and proper fulfillment of such Contract, which bonds shall be satisfactory in all respects to the City and shall be executed by good and sufficient sureties, and
(c) In all respects perform the agreement created by the acceptance of said Proposal as provided in the Information for Bidders, bound herewith and made a part hereof, or if the City shall reject the aforesaid Proposal, then this obligation shall be null and void; otherwise to remain in full force and effect.

## BID BOND 2

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

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

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

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

(Seal)	Perfetto Enterprises Co., Inc. (L.S.)
a.	Principal
<b>.</b>	Ву:
	Claudio Perketh Resident
(Seal)	Selective Insurance Company of America
	By: Michael Culnen, Attorney-In-Fact

## BID BOND 3

State of			PRINCIPAL, IF A CORPORATION	
On this day of Dec. 2017 before me personally came Claudio Ferce to to me known, who, being by me duly sworn, did depose and say that he resides at 394 Chaoin Aignie Stoken Taland Did (304) that he is the Paland Aignie Stoken Taland Did (304) that he is the Paland Aignie Stoken Taland Did (304) that he is the Paland Aignie Stoken Taland Did (304) that he is the Paland Aignie Stoken Taland Did (304) that he is the Paland Aignie Stoken Taland Did (304) that he is the Paland Aignie Stoken Taland Did (304) 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.  KATHY FERETZANIS  Notary Public, State of New York No. 01FE0022837  Qualified in Kinga County Ommission Expires April 05, 2019  ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP  State of	State of New	V.1	}	
to me known, who, being by me duly sworm, did depose and say that he resides at 134 Chapin Avenue Today 15 (Co. 10x).  that he is the Herican Avenue Today 15 (Co. 10x).  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.  KATHY FERETZANIS  Notary Public, State of New York No. 0.1FE6022837  Qualified in Kings 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 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.  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 he acknowledged to me that he executed the same as and for the act and deed of said firm.  Notary Public		County of Arche	nond ss:	
that he resides at 134 Chapin Alente States 154 Chapin Alente State of State of County of State of County of State of Agy of State of County and he acknowledged to me that he executed the same as and for the act and deed of said firm.    Notary Public   ACKNOWLEDGMENT OF PRINCIPAL   IF AN INDIVIDUAL		aday of the	$\frac{20/7}{}$ , before me personally c	ame
that he is the Frestock of Perk beckeroses C. Twenthe 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.  KATHY FERETZANIS Notary Public, State of New York No. 0.1FE6022837 Qualified in Kings County ommission Expires April 05, 20 14  State of	that he recides at	PLY MO to make	correction being by an data and all a	lalas esta esta esta esta esta esta esta es
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.  KATHY FEREIZANIS  Notary Public, State of New York No. 01FE6022837  Qualified in Kings County Onmission Expires April 05, 20 14  On this	that he is the	139 CIMOIN MENUE	tater Island MY 10304	Carry on Arman and an expense.
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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	No. 01FE6022	.837 ₿	Notary Public	0
ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP  State of County of ss: On this day of before me personally appeared to me known and known to me to be one of the members of the firm of described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.  Notary Public  ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL  State of County of ss: On this day of before me personally appeared to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.	Qualified in Kings	County 10	0	
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## SURETY ACKNOWLEDGEMENT

State of New Jersey

SS:

County of Essex

On this 16th day of December, 2016, before me personally comes Michael Culnen to me known, who, being by me duly sworn, deposes and says that he resides in Mendham Township, NJ that he is the Attorney-In-Fact of the Selective Insurance Company of America the Corporation described in and which executed the foregoing instrument; that he knows that seal of said Corporation; that the seal affixed to the said instrument is such Corporate seal; that it was so affixed by the order of the Board of Directors of the said Corporation, and that he signed his name thereto by like order.

CATHY M KNOKE
NOTARY PUBLIC
STATE OF NEW JERSEY
ID \$50009608
MY COMMISSION EXPIRES FER \$5000

(Signature and Title of Official Taking Acknowledgement)



Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000
BondNo.B 1180931

## **POWER OF ATTORNEY**

Public Bid

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint Michael Culnen

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: Two Million Five Hundred Thousand Dollars (\$2,500,000.00)

Signed this 16th day of December , 2016

Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lights

STATE OF NEW JERSEY:

ss. Branchville

COUNTY OF SUSSEX

On this 16th day of Decembe, 2016 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized do, executed the foregoing instrument for the purposes therein contained, by signing the name of the constant of the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble Notary Public of New Jersey My Commission Expires 6/2/2021

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

Notary Public

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resol force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 16th day of December , 2016

Michael H. Lanza, SICA Corporate Secretar

SEAL 1926 IFW JERSE

Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)



Selective Insurance Company of America 40 Wantage Avenue Branchville, New Jersey 07890 973-948-3000

BondNo.B 1180931

## STATEMENT OF FINANCIAL CONDITION

**Public Bid** 

I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2015:

ADMITTED ASSETS (in thousands)		LIABILITIES AND SURPLUS (in thousands)			
Bonds	\$1,393,180	Reserve for losses and loss expenses	\$944,610		
Preferred stocks at convention value	0	Reserve for unearned premiums Provision for unauthorized	329,223		
Common stocks at convention values Subsidiary common stock at	150,204	reinsurance Commissions payable and	945		
convention values	0	contingent commissions	28,717		
Short-term investments Mortgage loans on real estate	73,117	Other accrued expenses	24,235		
(including collateral loans)	35,163	Other liabilities	<u>292,165</u>		
Other invested assets	58,548	Total liabilities	1,619,895		
Interest and dividends due or accrued	13,287				
Premiums receivable	318,478	Surplus as regards policyholders	<u>520,777</u>		
Other admitted assets	<u>98,695</u>	mile fit fitting and annulus as			
Total admitted assets	2,140,672	Total liabilities and surplus as regards policyholders	2.140.672		

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and aff

SICA Corporate Secretary

**STATE OF NEW JERSEY:** 

:ss. Branchville

COUNTY OF SUSSEX

On this 1 day of 1000 2016, before me, the undersigned officer, personally appeared Michael H. Lanza acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, to do, executed the foregoing instrument for the purposes therein contained, by signing the name of himself as Corporate Secretary.

My Commission Expires:

clary Public of New Jersey

ly Commission Expires 6/2/2016



## ALL NOTICES REGARDING CLAIMS AGAINST THIS BOND MUST BE MAILED OR FAXED TO:

SELECTIVE INSURANCE COMPANY OF AMERICA

**Attention: BOND CLAIMS** 

P.O. Box 7265

London, KY 40742

Email address: CSVCenter@selective.com

Telefax: 866-324-3471

Phone: 866-455-9969

Project ID: SER200277

20-0602614 Tax ID #:				APT E- PIN#: _	85	017B0044	<del></del>
SCHEDULE B - M/WI Part I: M/WBE Partici							
	ted by contracting ager	ıcy					
Contract Overview		•					
APT E- Pin #	85017B00	44	FMS P	roject ID#:		SER200277	
Project Title/ Agenc PIN#	y CONSTRUCTION OF AVENUE/8502016SE		EWERS AN	ID WATER	MAIN IN LE	VERETT	
Bid/Proposal Response Date	DECEMBER 16,	2016					
Contracting Agency	Department of Desi	gn and Con	struction				***
Agency Address	30-30 Thomson Ave	nue City	Long Islan	d City S	tate NY	Zip Code	11101
Contact Person	Emmanuel K. Charl	es	Title	MWBE	ompliance	Analyst	
Telephone #	(718) 391-1450		Email	charlese	m@ddc.ny	c.gov	
Project Description	(attach edditional pages if nece	ssary)					
LORING AVENUE AN	TWEEN ALEXANDER AVID DEAD END; LEVERETT SANITARY SEWERS AND END; LORING AVENUE B	AVENUE B	ETWEEN BI	ROOKFIEL:	D AVENUE	AND COLON BETWEEN LO	I AVENUE ORING
•	F WATER MAINS AND AP AVEI	PURTENAN NUE AND CO	CES IN LEV	ERETT AV			
,		With All Wor OUGH OF S CITY OF NE	TATEN ISLA				
Enter the percentage emis Professional Services	n Goals for Services and for each group or focan uns ustry: <u>Construction</u>	pecified scal.	Seese note the	at there are no	goels for Asie	n Americans in	
	Group	Percen		المادان المساورة والمساورة والمساورة والمساورة والمساورة والمساورة والمساورة والمساورة والمساورة والمساورة والم			
***************************************	<u>Unspecified*</u>	12%	<u> </u>				
<del>(1)</del>	or Black American	UNSPE	CIFIED*				
	Hispanic American	UNSPE					
yddy officiaeth (a. a) ydd felir y gan	Asian American	UNSPE	CIFIED*				
manus and the second of the se	Women	UNSPE	CIFIED*				
Tot	al Participation Goals	12%	6	Line 1	<del></del>		
			•		Tatal Daniel	imatian Caal t	£

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

Tax ID #:	02614	·		APT E- PIN #:		85017B0044
SCHEDULE B - F	Part II: M/WBE Parti	olnesia - Pt				
Please note: For entire contract, yo submitting it to the	eted by the bidder/pr Non-M/WBE Prime ( ou must obtain a FUL Contracting agents	oposer. Contractors who wi L waiver by comple	mA r	ne average whitestion	on p	and will self-perform ages 17 and 18 and tim Once a FULL WAIVER submit this form with y
	Contractor Contact In					•
Tax ID #	20-0602614			FMS Vendor ID#	. 0	002439050
Business Name	Perfetto Enterprises	Co., Inc.		Contact Person	_	hy Feretzanis
Address	2074 Richmond Te	rrace. Staten Island, N	love V		-	
Telephone #	718-442-4212	Emal		kferetzanis@perfe	ttoe	nt.com
Section II. M/WBE	Utilization Goal Calc	ulation: Check the a	Dilag	able box and complete	cube	coction
PRIME CONTRAC	CTOR ADOPTING A	GENCY M/WBE P/	<b>VRTI</b>	CIPATION GOALS	SUD	SCOUDI
X For Prime Cor Qualified Joint Ven irms) adopting Ag	ntractors (including itures and M/WBE	Total Bid/Proposal Value		Agency Total Participation Goals (Line 1, Page 13)		Calculated M/WBi Participation Amount
WBE subcontractoredited to an MWBi ualified Joint Ventu	ollar value of your total ill be awarded to ors for services and/or E prime contractor or re.		-			
tain credit for M/W	information on how to BE participation.	\$2,025,000	X	12%	_	\$ 343,000.00 Line 2
ARTICIPATION G	TOR OBTAINED PA	RTIAL WAIVER AF	PRC	VAL: ADOPTING MC	DIF	ED M/WBE
For Prime Contractified Joint Vent. This is adopting Modificipation Goals.	ractors (including Ires and M/WBE Ified M/WBE	Total Bid/Proposal Value		Adjusted Participation Goal (From Partial Waiver)		Calculated M/WBE Participation Amount
tnat you agree will VBE subcontractor	s for services and/or					
ase review the Notion ntractors for more in ain credit for M/WBI	formation on how to					\$
		7	X	·	=	Line 3

20-0602614

20-0602614 ax ID #:			APT E- PIN#:_		35017B0044	_
Section III: M/WBE Utilization Freview the Notice to Prospection participation. Check applicable	ve Contractors for a	more informa	ition on how to	obtain c	redit for M/WBE	
As an M/WBE Prime Contractontract the value of which is at I work subcontracted to non-M/WE Please check all that apply to Pri	least the amount loca BE firms will not be c	ated on Lines	2 or 3 above, as	applicabl	e. The value of any	he
MBE WBE  As a Qualified Joint Venture and/or the value of any work sub above, as applicable. The value ulfillment of M/WBE Participation	with an M/WBE parti contracted to other M of any work subcont	//WBE firms i	s at least the an	nount loca	ted on Lines 2 or 3	
As a non M/WBE Prime Coneast the amount located on Line	tractor that will enter		acts with M/WB	E firms the	e value of which is at	
Section IV: General Contract Info						
What is the expected percenta services, regardless of M/WBE	ige of the total contract status? %12	t dollar value th	at you expect to a	award in su	bcontracts for	
	subcontracting if award	led this contract.	For each item, ind	cate whethe	alifetty services you plai r the stork is designated i	for .
*	participation by MBEs end. Use additional st	eets if necessar			ork is scheduled to begi	900
	2EKOMIPRO	JECTS INCEP	FON TOPROJ	ng CTS CON	PLETION **	<b>.</b>
	4. 1 44 1 54 5					
	6. * ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (					
Scopes of Subcontract Work	8					
	14. 12.					
	13. 14.					
	16					300
	47	* * * * * * * * * * * * * * * * * * *				
	47.		\$46. 445			
	47					

Tax ID #	20-0602614	

APT	E-		
PIN	#:	85017B0044	

### Section V: Vendor Certification and Required Affirmations

I hereby:

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

Signature		Date	December 12, 2016	
Print Name	Claudio Perfetto	Title	President	

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

Contract Overview		
Tax iD #	FMS V	/endor ID #
Business Name		
Contact Name	Telephone #	Email
Type of Procurement	etitive Sealed Bids 🔲 Other	Bid/Response Due Date
APT E-PIN# (for this procurement) at		Contracting Agency
MWBE Participation Goals as	descriped in pld/solicifalloudo-	inenst.
this warmen and a second a second and a second a second and a second a second and a	E Participation Goal	
Propositi MIWRE Participation Goal	as aithcipaled by vencors serving	rwake ezak a la karana karana ka
of the total confor services ar	ntract value anticipated <u>in good fand</u> od/or credited to an M/WBE Prime	aith by the bidder/proposer to be subcontracted Contractor or Qualified Joint Venture.
		ail below (attach additional pages if needed)
_ `		d good faith intention to perform all such worl
e vendor will self-perform and sub	do so on this contract. (Attach contract to other vendors or co	
Pactry and good fatth intention to the vendor will self-perform and substituted by the vendor has other legitimate businder separate cover.  References	do so on this contract. (Attach contract to other vendors or coliness reasons for proposing the	subcontracting plan outlining services that nsultants.)  M/WBE Participation Goal above. Explain
Pactry and good fatth intention to be vendor will self-perform and subsequences  Vendor has other legitimate businder separate cover.  References	do so on this contract. (Attach contract to other vendors or coliness reasons for proposing the	subcontracting plan outlining services that nsultants.)
Vendor will self-perform and substitute the vendor will self-perform and substitute the vendor has other legitimate businder separate cover.  References  Self of the vendor of the vend	do so on this contract. (Attach contract to other vendors or contract to other vendors or continess reasons for proposing the	subcontracting plan outlining services that nsultants.)  M/WBE Participation Goal above. Explain
Pactry and good fatth intention to be vendor will self-perform and subsequences  Vendor has other legitimate businder separate cover.  References  (184) 0314 (2016) (18	do so on this contract. (Attach contract to other vendors or coliness reasons for proposing the AGENCY  Total Amount	subcontracting plan outlining services that nsultants.)  M/WBE Participation Goal above. Explain
Vendor will self-perform and sub  Vendor has other legitimate businder separate cover.  References  CONTRACT NO.  Total Contract Amount \$ Item of Work Subcontracted and	do so on this contract. (Attach contract to other vendors or contract to other vendors or continess reasons for proposing the	subcontracting plan outlining services that nsultants.)  M/WBE Participation Goal above. Explain
Vendor has other legitimate busineder separate cover.  References  CONTRACT NO.  Total Contract     Amount \$ Item of Work Subcontracted and Value of subcontract	iness reasons for proposing the proposing th	subcontracting plan outlining services that nsultants.)  M/WBE Participation Goal above. Explain  DATE COMPLETED  Item of Work Subcontracted and Value of subcontract
Vendor will self-perform and substitute vendor will self-perform and substitute vendor has other legitimate busineder separate cover.  References  **Contract** CONTRACT NO:  Total Contract** Amount \$  Item of Work Subcontracted and	AGENCY  Total Amount Subcontracted \$  Item of Work Subcontracted and Value of subcontract  AGENCY  Total Amount Total Amount Subcontracted \$  Item of Work Subcontracted and Value of subcontract	subcontracting plan outlining services that insultants.)  M/WBE Participation Goal above. Explain  DATE COMPLETED  Item of Work Subcontracted and
Vendor has other legitimate busineder separate cover.  References  CONTRACT NO.  Total Contract     Amount \$  Item of Work Subcontracted and Value of subcontract     Amount \$  Item of Work Subcontracted and Value of work Subcontracted and	iness reasons for proposing the account act to other vendors or colliness reasons for proposing the account act to other vendors or colliness reasons for proposing the account account account act account act and account act and account act account accoun	subcontracting plan outlining services that nsultants.)  M/WBE Participation Goal above. Explain  DATE COMPLETED  Item of Work Subcontracted and Value of subcontract
Vendor has other legitimate busineder separate cover.  References  CONTRACT NO. Total Contract Amount \$ Item of Work Subcontracted and Value of subcontract Amount \$ Item of Work Subcontracted and Value of subcontract Amount \$ Item of Work Subcontracted and Value of subcontract	AGENCY Total Amount Subcontracted and Value of subcontracted \$  Item of Work Subcontracted and Value of subcontracted \$  Item of Work Subcontracted and Value of subcontracted \$  Item of Work Subcontracted and Value of subcontracted \$  Item of Work Subcontracted and Value of subcontracted and Value of subcontracted and Value of subcontracted and Value of subcontracted	Subcontracting plan outlining services that insultants.)  M/WBE Participation Goal above. Explain  DATE COMPLETED  Item of Work Subcontracted and Value of subcontract  DATE COMPLETED  Item of Work Subcontracted and Value of subcontract
Vendor has other legitimate busineder separate cover.  References  CONTRACT NO.  Total Contract     Amount \$  Item of Work Subcontracted and Value of subcontract     Amount \$  Item of Work Subcontracted and Value of work Subcontracted and	AGENCY Total Amount Subcontracted and Value of subcontracted \$  Item of Work Subcontracted and Value of subcontracted \$  Item of Work Subcontracted and Value of subcontracted \$  Item of Work Subcontracted and Value of subcontracted \$  Item of Work Subcontracted and Subcontracted and Subcontracted \$  Item of Work Subcontracted \$  Item of Work Subcontracted and	Subcontracting plan outlining services that insultants.)  M/WBE Participation Goal above. Explain  DATE COMPLETED  Item of Work Subcontracted and Value of subcontract  DATE COMPLETED  Item of Work Subcontracted and

TYPE OF Contract		ENTITY	DATE COMPLETED
Manager at entity	that hired vendor (Na	me/Phone No./Email)	
Total Contract Amount	_	Total Amount Subcontracted \$	
Type of Work Subcontracted			
TYPE OF Contract		AGENCY/ENTITY	DATE COMPLETED
Manager at agency/er No./Email)	tity that hired vendor	(Name/Phone	
Total Contract Amount	\$ 5	Total Amount Subcontracted \$	
item of Work Subcontracted and Value of subcontract		Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract
TYPE OF Contract		AGENCY/ENTITY	DATE COMPLETED
Manager at entity	that hired vendor (Na	me/Phone No./Email)	
Total Contract Amount	\$	Total Amount Subcontracted \$	
Item of Work Subcontracted and Value of subcontract		Item of Work Subcontracted and Value of subcontract	ttem of Work Subcontracted and Value of subcontract
VENDOR CERTIFICATION  Correct, and that this	ATION: I hereby affir request is made in go	m that the information supplied faith	ied in support of this waiver request is true and
Clara minuma v			Date:
Print Name:			Title:
	for agency completion		
			\$3074°
	of the Art 1000 and 150		

List 3 most recent contracts performed for other entities. Include information for each subcontract awarded in

	APPRENTICESHIP I	PROGRAM QUE	STIONNAIRE ("	APQ")
Bidder Name:	Perfetto Enterprises Co.,	Inc.		
Project ID Number	SER200277 er:			
1. Does the scope of	T complete, sign, and sub bidder have any Appre work to be performed? collective bargaining agree	nticeship Progran (Note: Participat	n agreement(s) app	estionnaire with its bid. propriate for the type and ther direct sponsorship or
	Y	ES	NO	e de <del>es</del> en
	the bidder's Apprentices			istered with, and approved oner")?
	xY	ES	NO	
3. Has/have following	the bidder's Apprentices tis initial registration wi	ship Program succ th the New York S	essfully passed the State Department o	two-year Probation period f Labor ("NYSDOL")?
	xY	ES	NO	
herewith where a as information d period following necessary).  • Where to	applicable), provide the c emonstrating that such A its initial registration w	ontact information Apprenticeship Provite the NYSDOL	n for such Apprent ogram(s) have pas . (The bidder may	ace below (and/or attached ticeship Program(s) as well sed the two-year Probation attach additional pages if togram(s), the bidder shall
• Where	The trade classification(s) was/were approved by the A copy of a letter(s) from the program(s), and the date Commissioner and the Action the bidder participate	NYSDOL Common the NYSDOL verifies/verify the (s) such progrative status of such es in any such	issioner; and/or, on NYSDOL's trade classificm(s) was/were approgram(s).  Apprenticeship	the date(s) such program(s) letterhead, executed by ar ation(s) covered by such pproved by the NYSDOI Program(s) through its
member where	ship in an employer o	organization(s) t on(s) participate	hat directly spon	nsors such program(s) or ram(s) through collective
	The contact information is covered pursuant to the	bidder's affiliati	on therewith, and	the date such program(s

o A letter(s) from such employer organization(s), on letterhead of such organization(s), executed by an officer, delegate or official thereof, which verifies/verify the trade classification(s) covered by such program(s) was/were approved by the NYSDOL Commissioner, and that the bidder is both a member in good standing of the identified employer organization and is subject to the provisions of the Apprenticeship Program

agreement(s) sponsored thereby.

### APPRENTICESHIP PROGRAM QUESTIONNAIRE ("APQ")

Project ID Number: SER200277				
<ul> <li>Where the bidder participates in any such Apprenticeship Programs through collections bargaining agreements, the bidder shall provide the following:</li> </ul>				
<ul> <li>The contact information for such collective bargaining entity(ies) and the apprenticeable trade(s) covered pursuant to the bidder's affiliation therewith;</li> <li>A letter(s) from such collective bargaining entity(ies), on letterhead of such entity(ies) executed by an officer, delegate or official thereof, which verifies/verify the bidder's status as a signatory/participant in good standing to such collective bargaining entity(ies) Apprenticeship Program Agreements.</li> </ul>				
Bidder is a union contractor and member of the General Contractors' Association (membership letter				
attached). Bidder hires employees through local union; said unions have state approved				
registered apprenticeship programs.				
Bidder: Perfetto Enterprises Co., Inc.				
By: Title: President    (Signature of Partner or Corporate Officer)				
Date: December 12, 2016				



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

Denise M. Richardson Executive Director

January 6, 2016

Perfetto Enterprises Company, Inc. Attn: Mr. Claudio Perfetto 2074 Richmond Terrace Staten Island, NY 10302

Dear Mr. Perfetto:

Perfetto Enterprises Company, Inc. is a member in good standing of the General Contractors Association of New York ("GCA"). Through your membership in the GCA, you have authorized the GCA to enter into collective bargaining agreements on your behalf.

As such, your firm is signatory to the collective bargaining agreements and participates in and upholds all provisions of those agreements, including but not limited to participation in the unions' established and approved apprenticeship programs.

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

- Laborers International Union of North America Local 731, Heavy Construction Laborers Local 29 Drillers and Blasters Local 147 Tunnel Workers Local 1010 Asphalt Pavers
- New York District Council of Carpenters Local 1556 Dockbuilders/Timbermen
- International Union of Operating Engineers
   Local 14 / 15 Operating Engineers
   Local 15 C Operating Engineers Mechanics & Helpers
   Local 15 D Surveyors
- International Brotherhood of Teamsters Local 282
- Metallic Lathers Local 46

Please contact me if you require additional information.

Sincerely,

Gerard A. Neumann

Director of Labor Relations

### **SAFETY QUESTIONNAIRE**

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

1. Bidder Information:		
Company Name: Perfetto Enter	prises Company, Inc	
DDC Project Number: SER200277		
x	(10) employees or less ater than ten (10) employees	
Company has previously worked for DD	C x YES	NO
2. Type(s) of Construction Work	•	
TYPE OF WORK General Building Construction Residential Building Construction Nonresidential Building Construction Heavy Construction, except building Highway and Street Construction Heavy Construction, except highways Plumbing, Heating, HVAC Painting and Paper Hanging Electrical Work Masonry, Stonework and Plastering Carpentry and Floor Work Roofing, Siding, and Sheet Metal Concrete Work Specialty Trade Contracting Asbestos Abatement Other (specify) Sewers, Watermains	X  x	THIS PROJECT
3. Experience Modification Rate:		
The Experience Modification Rate (EMR insurance (NCCI). This rating is used to insurance. The contractor may obtain its contractor cannot obtain its EMR, it must	EMR by contacting its insurance by	n for worker's compensation
1.19 (20	14)	
CITY OF NEW YORK DEPARTMENT OF DESIGN AND CONSTRUCT	21	BID BOOKLET DECEMBER 2013

Project ID.	SER200277

The Contractor must indicate its <u>Intrastate</u> and <u>Interstate</u> 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	<b>INTRASTATE RATE</b>	<u>INTER</u> STATE RATE	
2013	.93	.93	
2014	1.19	1.19	
2015	1.19	1.19	

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

### 4. OSHA Information:

YES	x_NO	Contractor has received a willful violation issued by OSHA or New York City Department of Buildings (NYCDOB) within the last three years.
YES	NO	Contractor has had an incident requiring OSHA notification within 8 hours (i.e., fatality, or hospitalization of three or more employees).

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

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

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

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

incident Rate =	Total Number of Incidents Total Number of Hours Worked b	
YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
2013	80,567.50	7.44
2014	71,133,50	0
2015	53,438.50	0

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

General Building Construction	. 0.5
Residential Building Construction	8.5
Nonnecident: 12 111	7.0
Nonresidential Building Construction	10.2
Heavy Construction, except building	8.7
Highway and Street Construction	
Heavy Construction, except highways	9.7
Planting II of The Constitution, except highways	8.3
Plumbing, Heating, HVAC	11.3
Painting and Paper Hanging	
Electrical Work	6.9
<del>-</del>	9.5
Masonry, Stonework and Plastering	10.5
Carpentry and Floor Work	12.2
Roofing, Siding, and Sheet Metal	
Concrete Work	10.3
	8.6
Specialty Trade Contracting	8.6

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

X YES NO National Grid Inci	Contractor previously audited by the DDC Office of Site Safety.  SER002247  DDC Project Number(s):
YES NO	Accident on previous DDC Project(s).
YESNO	DDC Project Number(s):,
	sight, hearing), or loss of neurological function].  DDC Project Number(s):
Date: 12/12/16	By:(Signature of Owner, Partner, Corporate Officer)
	President Title:

# PROJECT REPERENCES - SIMILAR CONTRACTS COMPLETED BY THE BIDDER

>

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

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
Sewers @ Second Court, Staten Island	M	1,759,721.52	2011	NYC DDC Shakeil Ahmed	n/a
Contract #: HYDRES101 Installation of curbs, etc. City-wide	Work Order	1,827,250	2012	718-391-1110 same	n/a
Contract #: SEK201BN1 Reconstructoin of Collapsed Sewers, B'Hyn	Work Order	4,304,976.50	2012	NYC DEP Fathi Husein	n/a
Contract #: SER00201U  Reconstruction of  Collapsed Sewers, Bikkyn	Work Order	Work Order 3,938,462.30	2012	same	n/a
Recon of Sewas Buys		4,304,817.53	<b>₹</b> 010%	NYC DEP Rich, Husein	
Committee & KAN 1880	**				5
Record December Brown		4,614,126.73	800	77	7
Aller of Send Break		5,493,06103		<b>,</b>	y
				THE MANAGEMENT AND ADDRESS OF THE PARTY.	

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

7

SEPTEMBER 2

MODE JR KRIJK NO: SVE

G107-LRF-R111XR4

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# ₽. PROJECT REFERENCES - CONTRACTS CURRENTLY UNDER CONSTRUCTION BY THE BIDDER

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

	•	HWP14RLM Complex Ped Ramps, \$1	SER200196 Sewers Grantwood, SI	SEK201BS5 Sewers, Brooklyn	Project & Location
		ST PS	LS	Work Orders	Contract Type
		2,900,000.00	8,986,870.88	5,800,000.00	Contract Amount (\$000)
8.		443,912.00	898,687.08	250,000	Subcontracted to Others (\$000)
		2,900,000.00	2,725,533.90	4,623,161	Uncompleted Portion (\$000)
		11/2017	6/2017 H	8/2017	Date Scheduled to Complete
		NYC DDC Monzer Shahir	NYC DDC Hitendra Fatel 646-739-7126	NYC DEP Fathi Husein 718-595-4201	Owner Reference & Tel. No.
		n/a	n/a	n/a	Architect/En gineer Reference & Tel. No. if different from owner

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

# U PROJECT REFERENCES - PENDING CONTRACTS NOT YET STARTED BY THE HIDDER

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

Project & Location	Contract Type	Contract Amount (\$000)	Date Scheduled to Start	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
Contact No. SER200249	2	00 008 g	$\partial \mathcal{A}_{\mathcal{L}}$		
St., ST					
Contract No: SER 002017 Sewer State Island	Work Orders	5,400,000	TB0		NACADC
*					

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

28

BID BOOKLET DECEMBER 2013

### **VENDEX COMPLIANCE**

- (A) Vendex Fees: Pursuant to Procurement Policy Board Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the VENDEX system, including the Vendor Name Check process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required to pay the applicable required fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to the contractor under the contract. For contracts with an estimated value of less than or equal to \$1,000,000, the fee will be \$175 per Vendor Name Check review. For contracts with an estimated value of greater than \$1,000,000, the fee will be \$350 per Vendor Name Check review.
- (B) <u>Confirmation of Vendex Compliance</u>: The Bidder shall submit this Confirmation of Vendex Compliance to the Department of Design and Construction, Contracts Section, 30-30 Thomson Avenue First Floor, Long Island City, NY 11101.

	Destatta Entermaises Comments Inc
	Name of Bidder: Perfetto Enterprises Company, Inc.  Bidder's Address: 2074 Richmond Terrace, Staten Island, New York 10302
	Bidder's Address: 20/4 Richmond Terrace, Statem Island, New Tork 10302
	Bidder's Telephone Number: 718-442-4212
	Bidder's Fax Number: 718-442-4233
	Date of Bid Opening: December 16, 2016
	Project ID: SER200277
Vend	ex Compliance: To demonstrate compliance with Vendex requirements, the Bidder shall complete
	Section (1) or Section (2) below, whichever applies.
<b></b>	
(1)	Submission of Vendex Questionnaires to MOCS: By signing in the space provided below, the
	Bidder certifies that as of the date specified below, the Bidder has submitted Vendex
	Questionnaires to the Mayor's Office of Contract Services, Attn: VENDEX, 253 Broadway, 9 <sup>th</sup> Floor, New York, New York 10007.
	1 1001. New 101k. New 101k 1000/
	Date of Submission:
	Date of Submission:
	Date of Submission:
(2)	Date of Submission:  By:
(2)	Date of Submission:  By:  (Signature of Partner or corporate officer)  Print Name:  Submission of Certification of No Change to DDC: By signing in the space provided below,
(2)	Date of Submission:  By:  (Signature of Partner or corporate officer)  Print Name:  Submission of Certification of No Change to DDC: By signing in the space provided below,
(2)	By:

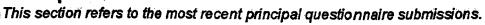
### **Certificate of No Change Form**



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

l,	Andrew Market and American
Enter Your Name	, being duly sworn, state that I have read
and understand all the items contained in the vendor quest as identified on page one of this form and certify that as of changed. I further certify that, to the best of my knowledge are full, complete, and accurate; and that, to the best of my those answers continue to be full, complete, and accurate.	this date, these items have not the information and belief, those answers
In addition, I further certify on behalf of the submitting vend principal questionnaire(s) and any submission of change idenot changed and have been verified and continue, to the beand accurate.	A STATE OF THE PARTY OF THE PAR
I understand that the City of New York will rely on the informadditional inducement to enter into a contract with the subm	nation supplied in this certification as nitting entity.
Vendor Questionnaire This section is required.  This refers to the vendor questionnaire(s) submitted for the	vendor doing business with the City
Name of Submitting Entity: Perfetto Enterprises Com	
Vendor's Address: 2074 Richmond Terrace,	Staten Island, NY 10302
Vendor's EIN or TIN: 20-0602614 Requesting	MCDDC
Are you submitting this Certification as a parent? (Please ci	ircle one) Yes No
Signature date on the last full vendor questionnaire signed for	or the submitting vendor: 7/18/2014
Signature date on change submission for the submitting ven	

### **Principal Questionnaire**





Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
Claudio Perfetto	1/22/16	
The second secon	submitted and attach a document with the	and and an extension of the second and the second a
Claudio Perfetto	arized. Please complete this twice. C	and the transity and property.
Name (Print)		
President		
Title Perfetto Enterprises Comp	pany, Inc.	
Name of Submitting Entity		12/12/16
Signature		Date
Notarized By:		01FE6022837
	Kings	VII LOUBSON
Notary Public	Kings County License Issued	License Number

Mayor's Office of Contract Services Commission Expires April 05, 20 1 9.

253 Broadway, 9th Floor New York, NY 10007
Phone: 212 788 0018 Fax: 212 788 0049

### Certificate of No Change Form



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

· · ·	
Claudio Perfetto	Baine dulis
Enter Your Name	, being duly sworn, state that I have read
and understand all the items contained in the venders as identified on page one of this form and certify the changed. I further certify that, to the best of my known are full, complete, and accurate; and that, to the best those answers continue to be full, complete, and accurate.	at as of this date, these items have not owledge, information and belief, those answers
In addition, I further certify on behalf of the submittie principal questionnaire(s) and any submission of changed and have been partial.	Pange identified on page two of this form have

and accurate. I understand that the City of New York will rely on the information supplied in this certification as

not changed and have been verified and continue, to the best of my knowledge, to be full, complete

additional inducement to enter into a contract with the submitting entity.

Vendor Questionnal This refers to the vendor que	re This section is required. estionnaire(s) submitted for the vendor doing	ng business wit	h the City
Name of Submitting Entity:	Perfetto Enterprises Company, Inc.		
Vendor's Address:	2074 Richmond Terrace, Staten Island, Ne	w York 10302	
Vendor's EIN or TIN: 20-060	2614 Requesting Agency:	NYC DDC	
Are you submitting this Certi	fication as a parent? (Please circle one)	Yes No	
Signature date on the last fu	ll vendor questionnaire signed for the subm	itting vendor: _	7/18/2014
	bmission for the submitting vendor:	·	10/28/14





	Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
1 (	Claudio Perfetto	1/22/16	
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<b>j</b>			
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] c	heck if additional changes were subm	itted and attach a document with the	date of additional submissions
Na	Claudio Perfetto ame (Print)		
	President		
Tit	tle		
	Perfetto Enterprises Company, In	ıc.	
Na	ame of Submitting Entity		12/12/16
<u>~</u>	gnature		
إات	<del>-</del>		Date:
Not	arized By:	Kings	01FE6022837
Q	ally feregous otary public	Kings County License Issued	01FE6022837 License Number
Ø No	acy ferens	County License Issued	

Mayor's Office of Contract Services Qualified in Kings County
253 Broadway, 9th Floor: New York, NY 1005
Phone: 212 788 0018 Fax: 212 788 0049

### BIDDER'S CERTIFICATION OF COMPLIANCE WITH <u>IRAN DIVESTMENT ACT</u>

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

[Please Check One]

DIDDEDIG		
BHUUKKS	CERTIFIC	A THANK

	SA S CERTIFICATION	
X	certifies as to its own organization knowledge and belief, that each bid	al, each bidder/proposer and each person signing on es, and in the case of a joint bid each party thereto, under penalty of perjury, that to the best of its lder/proposer is not on the list created pursuant to ction 165-a of the State Finance Law.
	on the list created pursuant to paragra	and the name of the bidder/proposer does not appear aph (b) of subdivision 3 of Section 165-a of the State and statement setting forth in detail why I cannot so
Dated:	Staten Island, New York Dec 12, 20 16	
		SIGNATURE
		Claudio Perfetto
	•	PRINTED NAME
	•	President
		TITLE
1.0	o before me this anDec. 206	
Notary Dated:	ady forezanos	Notary Public, State of New York No. 01 FE6022837 Commission Expires April 05, 20 19

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

### GENERAL INFORMATION

	Your contractual relationship in this contract is:	Prime contractor_x_Subc	ontractor
•	Are MWBE goals attached to this project? Yes x_	No	<del></del>
	Please check one of the following if your firm would City of New York as a:	d like information on how to co	ertify with the
	Minority Owned Business Enterprise Women Owned Business Enterprise Disadvantaged Business Enterprise	Locally Based Busin	
	If you are certified as an MBE, WBE, LBE, EBE o certified with?	or <b>DBE</b> , what city/state agency Are you DBE certified? Yes	/ are you s No _v
	Please indicate if you would like assistance from S contracting opportunities: Yes No_ $\underline{x}$		
•	Is this project subject to a project labor agreement	? Yes No	•
	Are you a Union contractor? Yes X No No		(s) you affiliated
	· · · · · · · · · · · · · · · · · · ·		
	Are you a Veteran owned company? Yes N	o_X	
RT	Are you a Veteran owned company? Yes No.  I: CONTRACTOR/SUBCONTRACTOR INFORMA		
RT	I: CONTRACTOR/SUBCONTRACTOR INFORMA		
RT	I: CONTRACTOR/SUBCONTRACTOR INFORMA	ATION perfetto@perfettoent.com	Email Address
RT	I: CONTRACTOR/SUBCONTRACTOR INFORMA 20-0602614 c  Employer Identification Number or Federal Tax I.D.	ATION perfetto@perfettoent.com	Email Address
RT	I: CONTRACTOR/SUBCONTRACTOR INFORMA 20-0602614 c  Employer Identification Number or Federal Tax I.D. Perfetto Enterprises Company, Inc.	ATION perfetto@perfettoent.com .	Email Address
RT	I: CONTRACTOR/SUBCONTRACTOR INFORMA 20-0602614 c  Employer Identification Number or Federal Tax I.D. Perfetto Enterprises Company, Inc.  Company Name 2074 Richmond Terrace, Staten Island, New Y Company Address and Zip Code	ATION perfetto@perfettoent.com .	Email Address
RT	I: CONTRACTOR/SUBCONTRACTOR INFORMA 20-0602614 c  Employer Identification Number or Federal Tax I.D. Perfetto Enterprises Company, Inc.  Company Name 2074 Richmond Terrace, Staten Island, New Y  Company Address and Zip Code	ork 10302	Email Address
RT	I: CONTRACTOR/SUBCONTRACTOR INFORMA 20-0602614 c  Employer Identification Number or Federal Tax I.D. Perfetto Enterprises Company, Inc.  Company Name 2074 Richmond Terrace, Staten Island, New Y  Company Address and Zip Code Claudio Perfetto	ATION perfetto@perfettoent.com  ork 10302	Email Address
RT	I: CONTRACTOR/SUBCONTRACTOR INFORMA  20-0602614 c  Employer Identification Number or Federal Tax I.D. Perfetto Enterprises Company, Inc.  Company Name  2074 Richmond Terrace, Staten Island, New Y  Company Address and Zip Code  Claudio Perfetto  Chief Operating Officer	ATION sperfetto@perfettoent.com  ork 10302  718-442-4212  Telephone Number	Email Address

	CT#)
(a) Contracting Agency (City Agency)  (b) Contract Amount  SER200277  (c) 85017B0044  (d) SER200277  Contract Registration Number (PIN)  (e) tbd Projected Commencement Date  (g) Description and location of proposed contract:  Construction of storm sewers and appurtenances in Woehrle Avenue between  Alexander Avenue & Waring Avenue, etc. Staten Island  15. Has your firm been reviewed by the Division of Labor Services (DLS) within the past 36 and issued a Certificate of Approval? Yes X NO  If yes, attach a copy of certificate.  16. Has DLS within the past month reviewed an Employment Report submission for your coand issued a Conditional Certificate of Approval? Yes No_X  If yes, attach a copy of certificate.  NOTE: DLS WILL NOT ISSUE A CONTINUED CERTIFICATE OF APPROVAL IN CONNEWITH THIS CONTRACT UNLESS THE REQUIRED CORRECTIVE ACTIONS IN PRIOR CONDITIONAL CERTIFICATES OF APPROVAL HAVE BEEN TAKEN.	CT#)
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If yes, attach a copy of certificate.  16. Has DLS within the past month reviewed an Employment Report submission for your coand issued a Conditional Certificate of Approval? Yes No_X  If yes, attach a copy of certificate.  NOTE: DLS WILL NOT ISSUE A CONTINUED CERTIFICATE OF APPROVAL IN CONNEWITH THIS CONTRACT UNLESS THE REQUIRED CORRECTIVE ACTIONS IN PRIOR CONDITIONAL CERTIFICATES OF APPROVAL HAVE BEEN TAKEN.	
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<ul> <li>Has DLS within the past month reviewed an Employment Report submission for your co and issued a Conditional Certificate of Approval? Yes No_X</li> <li>If yes, attach a copy of certificate.</li> <li>NOTE: DLS WILL NOT ISSUE A CONTINUED CERTIFICATE OF APPROVAL IN CONNEWITH THIS CONTRACT UNLESS THE REQUIRED CORRECTIVE ACTIONS IN PRIOR CONDITIONAL CERTIFICATES OF APPROVAL HAVE BEEN TAKEN.</li> <li>Has an Employment Report already been submitted for a different contract (act account).</li> </ul>	months
If yes, attach a copy of certificate.  NOTE: DLS WILL NOT ISSUE A CONTINUED CERTIFICATE OF APPROVAL IN CONNEWITH THIS CONTRACT UNLESS THE REQUIRED CORRECTIVE ACTIONS IN PRIOR CONDITIONAL CERTIFICATES OF APPROVAL HAVE BEEN TAKEN.  17. Has an Employment Report already been submitted for a different contract (act account).	
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17. Has an Employment Report already been submitted for a different contract (not consent	CHON
17. Has an Employment Report already been submitted for a different contract (not covered	
	hy this
	Oy uno
Yes No_X If yes,	
Date submitted:	
Date submitted:	
Name of Agency Person: Contract No:	
Contract No:	
<ol> <li>Has your company in the past 36 months been audited by the United States Department Labor, Office of Federal Contract Compliance Programs (OFCCP)? Yes No_x</li> </ol>	
If yes,	
3	

Page 2
Revised 8/13
FOR OFFICIAL USE ONLY: File No.\_

	(a) Na —	me and address of OFCCP office.
	(b) Wa Ye	s a Certificate of Equal Employment Com pliance issued within the past 36 months?  No_x
	lf y	es, attach a copy of such certificate.
	(c) We	re any corrective actions required or agreed to? YesNo_ $x$ _
•	If y	es, attach a copy of such requirements or agreements.
		re any deficiencies found? Yes No_x
		es, attach a copy of such findings.
19.	is your	company or its affiliates a member or members of an employers' trade association which onsible for negotiating collective bargaining agreements (CBA) which affect construction ng? Yes_x_ No General Contractors' Association
	If yes, a	attach a list of such associations and all applicable CBA's.
PAR	•	UMENTS REQUIRED
20.		following policies or practices, attach the relevant documents (e.g., printed booklets, es, manuals, memoranda, etc.). If the policy(ies) are unwritten, attach a full explanation ractices. See instructions.
	<u>x</u> (a)	Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)
	(b)	Disability, life, other insurance coverage/description
	(c)	Employee Policy/Handbook
	(d)	Personnel Policy/Manual
	(e)	Supervisor's Policy/Manual
	<u>x</u> (f)	Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered
	<u>x</u> (g)	Collective bargaining agreement(s).
	<u>x</u> (h)	Employment Application(s)
	(i)	Employee evaluation policy/form(s).
	<u>x</u> (j)	Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy?
	-	

21.	To comply with the Immigration Reform and Corntrol Act of 1986 when and of whom does your firm require the completion of an I-9 Form?
	(a) Prior to job offer  (b) After a conditional job offer  (c) After a job offer  (d) Within the first three days on the job  (e) To some applicants  (f) To all applicants  (g) To some employees  (h) To all employees  Yes No
22.	Explain where and how completed I-9 Forms, with their supportive documentation, are maintained and made accessible.  Completed forms are kept in the office in each individual employee's folder.
23.	Does your firm or any of its collective bargaining agreements require job applicants to take a medical examination? Yes No_x_
	If yes, is the medical examination given:
	(a) Prior to a job offer Yes No  (b) After a conditional job offer Yes No  (c) After a job offer Yes No  (d) To all applicants Yes No  (e) Only to some applicants Yes No  If yes, list for which applicants below and attach copies of all medical examination or questionnaire forms and instructions of the copies of all medical examination or questionnaire forms.
	questionnaire forms and instructions utilized for these examinations.
24.	Do you have a written equal employment opportunity (EEO) policy? Yes_x_ No  If yes, list the document(s) and page number(s) where these written policies are located.
25.	Does the company have a current affirmative action plan(s) (AAP) Minorities and Women Individuals with handicaps Other. Please specify
26.	Does your firm or collective bargaining agreement(s) have an internal grievance procedure with respect to EEO complaints? Yes_X_ No Unions do.
	If yes, please attach a copy of this policy.
	If no, attach a report detailing your firm's unwritten procedure for handling EEO complaints.

Page 4
Revised 8/13
FOR OFFICIAL USE ONLY: File No.\_\_\_\_\_

•	Has any employee, within the past three years, filed a complaint pursuant to an internal grievance procedure or with any official of your firm with respect to equal employment opportunity? Yes No_x_
	If yes, attach an internal complaint log. See instructions.
ı	Has your firm, within the past three years, been named as a defendant (or respondent) in any administrative or judicial action where the complainant (plaintiff) alleged violation of any anti-discrimination or affirmative action laws? Yes No
	If yes, attach a log. See instructions.
	Are there any jobs for which there are physical qualifications? Yes No_x_
	If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).
	Are there any jobs for which the
	Are there any jobs for which there are age, race, color, national origin, sex, creed, disability, marital status, sexual orientation, or citizenship qualifications? Yes No $x$
	If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).
•	

### SIGNATURE PAGE

SIGNATORE PAGE	
I, (print name of authorized official signing)  Claudio Perfett the information submitted herewith is true and complete to the besubmitted with the understanding that compliance with New Yor requirements, as contained in Chapter 56 of the City Charter, Elamended, and the implementing Rules and Regulations, is a cobehalf of the company to submit a certified copy of payro II record a monthly basis.	hereby certify that best of my knowledge and belief and k City's equal employment xecutive Order No. 50 (1980), as approximately believed to the process of
Perfetto Enterprises Company, Inc.	
Contractor's Name Kathy Feretzanis	Comptroller
Name of person who prepared this Employment Report	Title
Claudio Perfetto	President
Name of official authorized to sign on behalf of the contractor	Title
718-442-4212 Telephone Number	
	12/11/16
Signature of authorized official	Date
56 Section 3H, the Division of Labor Services reserves the right data and to implement an employment program.  Contractors who fail to comply with the above mentioned require noncompliance may be subject to the withholding of final paymed.  Willful or fraudulent falsifications of any data or information substermination of the contract between the City and the bidder or contracts for a period of up to five years. Further, such falsificationinal prosecution.	ements or are found to be in ent.  mitted herewith may result in the ontractor and in disapproval of future tion may result in civil and/and or
To the extent permitted by law and consistent with the proper di Charter Chapter 56 of the City Charter and Executive Order No. and Regulations, all information provided by a contractor to DLS	50 (1980) and the implementing Bules
Only original signatures acc	epted.
Swom to before me this day of 20 20	5
Kathy Feretzanis acty lendrant	December 12, 2016
Notary Public Authorized Signature	Date
Page 6	THY FERETZANIS Public, State of New York Io. 01 FE6022837 Ified in Kings County On Expires April 05, 20 L9





217CY014

January 23, 2017

Mr. Claudio Perfetto
Perfetto Enterprises Company, Inc.
2074 Richmond Terrace
Staten Island, NY 10302

Re: NYC Department of Design and Construction Contract (DDC); Project No. SER200277; Pin No. 8502016SE0029C; Construction of storm sewers in Forrestal Court, etc.; Borough of Staten Island; Contract Value: \$2,025,000.00; Continued Certificate of Approval.

Dear Mr. Perfetto:

Please be advised that Perfetto Enterprises Company, Inc. has already received notice of its approval for the three (3) year period indicated in the Department of Small Business Services/Division of Labor Services (DLS) Certificate of Approval dated January 21, 2016.

As your organization continues to meet the equal employment opportunity requirements of the City of New York, DLS approves the awarding of the above referenced contract. This approval does not extend the initial three year (3) year approval (January 21, 2016 – January 20, 2019).

If you have any questions, please call Ms. Rosalyn Dawson at (212) 618-8843 or e-mail her at <a href="mailto:rdawson@sbs.nyc.gov">rdawson@sbs.nyc.gov</a>.

Very truly yours,

Helen Wilson

Assistant Commissioner
Division of Labor Services

cc: Lorraine Holley (DDC)
Rosalyn Dawson

File

### ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: SER200277

CONSTRUCTION OF STORM SEWERS AND APPURTENANCES IN WOEHRLE AVENUE BETWEEN ALEXANDER AVENUE AND WARING AVENUE; ALEXANDER AVENUE BETWEEN WOEHRLE AVENUE AND LORING AVENUE; LORING AVENUE BETWEEN ALEXANDER AVENUE AND FORRESTAL COURT; FORRESTAL COURT BETWEEN LORING AVENUE AND COLON AVENUE LEVERETT AVENUE BETWEEN BROOKFIELD AVENUE AND COLON AVENUE

CONSTRUCTION OF SANITARY SEWERS AND APPURTENANCES IN FORRESTAL COURT BETWEEN LORING AVENUE AND DEAD END; LORING AVENUE BETWEEN ALEXANDER AVENUE AND FORRESTAL COURT

REPLACEMENT OF WATER MAINS AND APPURTENANCES IN LEVERETT AVENUE BETWEEN BROOKFIELD AVENUE AND COLON AVENUE

Together With All Work Incidental Thereto BOROUGH OF STATEN ISLAND CITY OF NEW YORK ADDENDUM NO. 1

DATED: November 17, 2016

This Addendum is issued for the purpose of amending the requirements of the contract documents and is hereby made part of said contract documents to the same extent as if it was originally included therein.

(1) Refer to the Bid and Contract Documents, VOLUME 3 OF 3, U- PAGES, ITEM NUMBER CET 1006V, pages UI-17 and UI-20; Delete ITEM NUMBER CET 1006V in its entirety.

By signing in the space provided below, the bidder acknowledges receipt of the one (1) page of this Addendum.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.

GURDIP SAINI, P.E.

Associate Commissioner/Design |

estetto Enterprises (o.!
Name of Bidder

### ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: SER200277

CONSTRUCTION OF STORM SEWERS AND APPURTENANCES IN WOEHRLE AVENUE BETWEEN ALEXANDER AVENUE AND WARING AVENUE; ALEXANDER AVENUE BETWEEN WOEHRLE AVENUE AND LORING AVENUE; LORING AVENUE BETWEEN ALEXANDER AVENUE AND FORRESTAL COURT; FORRESTAL COURT BETWEEN LORING AVENUE AND COLON AVENUE LEVERETT AVENUE BETWEEN BROOKFIELD AVENUE AND COLON AVENUE

CONSTRUCTION OF SANITARY SEWERS AND APPURTENANCES IN FORRESTAL COURT BETWEEN LORING AVENUE AND DEAD END; LORING AVENUE BETWEEN ALEXANDER AVENUE AND FORRESTAL COURT

REPLACEMENT OF WATER MAINS AND APPURTENANCES IN LEVERETT AVENUE BETWEEN BROOKFIELD AVENUE AND COLON AVENUE

Together With All Work Incidental Thereto BOROUGH OF STATEN ISLAND CITY OF NEW YORK ADDENDUM NO. 2

DATED: December 2, 2016

This Addendum is issued for the purpose of amending the requirements of the contract documents and is hereby made part of said contract documents to the same extent as if it was originally included therein.

(3) Refer to the Bid and Contract Documents, VOLUME 1 OF 3, ATTACHMENT 1- BID INFORMATION on Page A-1;

Delete ATTACHMENT 1- BID INFORMATION in its entirety.

Substitute with attached revised ATTACHMENT 1- BID INFORMATION, Page A1- 1 (R).

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of one (1) page and one (1) page of attachment.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.

Perfetto Enterprises Co. Jac.
Name of Bidder

GURDIP SAINI, P.E.
Associate Commissioner/Design I

Lasarla

### **Notices to Bidders**

### **Pre-Bid Questions (PBQs)**

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

### **Apprenticeship Program**

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

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

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

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

### **Notices to Bidders**

### Compliance with HireNYC and Reporting Requirements

The Hiring and Employment Rider shall apply to contracts valued at \$1 million or more for all goods, services and construction except human services contracts that are subject to the Public Assistance Hiring Commitment Rider. The Rider describes the Hire NYC process and obligations, including reporting requirements throughout the life of the contract. The Hire NYC process requires contractors to enroll with the Hire NYC system within thirty days after the registration of the contract subject to this solicitation, to provide information regarding all entry to mid-level job opportunities arising from this contract and located in New York City, and to agree to interview qualified candidates from HireNYC for those opportunities. The Rider also includes reporting requirements unrelated to HireNYC.

### **NYC Construction Loan Pilot Program**

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

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

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

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

### **CITY OF NEW YORK**

### DEPARTMENT OF DESIGN AND CONSTRUCTION DIVISION OF INFRASTRUCTURE

### **BID BOOKLET**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

**PROJECT ID: SER200277** 

CONSTRUCTION OF STORM SEWERS AND APPURTENANCES IN WOEHRLE AVENUE BETWEEN ALEXANDER AVENUE AND WARING AVENUE; ALEXANDER AVENUE BETWEEN WOEHRLE AVENUE AND LORING AVENUE; LORING AVENUE BETWEEN ALEXANDER AVENUE AND FORRESTAL COURT; FORRESTAL COURT BETWEEN LORING AVENUE AND DEAD END; LEVERETT AVENUE BETWEEN BROOKFIELD AVENUE AND COLON AVENUE

CONSTRUCTION OF SANITARY SEWERS AND APPURTENANCES IN FORRESTAL COURT BETWEEN LORING AVENUE AND DEAD END; LORING AVENUE BETWEEN ALEXANDER AVENUE AND FORRESTAL COURT

REPLACEMENT OF WATER MAINS AND APPURTENANCES IN LEVERETT AVENUE BETWEEN BROOKFIELD AVENUE AND COLON AVENUE

Together With All Work Incidental Thereto BOROUGH OF STATEN ISLAND (NO TEXT ON THIS PAGE)

### PROJECT ID: SER200277

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

### **BID BOOKLET**

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1



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

### SPECIAL NOTICE TO BIDDERS

### **BID SUBMISSION REQUIREMENTS**

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

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

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

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

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

### NOTES:

- (1) All of the above referred to blank forms to be completed and submitted with the bid are included in the BID BOOKLET.
- (2) If the bidder has any questions or requires additional information, please contact the Department of Design and Construction by phone (718-391- 2601) or by fax (718-391-2615).
- (3) <u>VENDEX QUESTIONNAIRES</u>: The Bidder is advised that Vendex Questionnaires and procedures have been changed. Vendex Questionnaires, as well as detailed instructions, may be obtained at <u>www.nyc.gov/vendex</u>. The bidder may also obtain Vendex forms and instructions by contacting the Agency Chief Contracting Officer or the contact person for this contract.
- (4) <u>SPECIAL EXPERIENCE REQUIREMENTS</u>: The Bidder is advised that Special Experience Requirements may apply to this contract. Such requirements are set forth on pages 3, 3a, 3b and 4 of this Bid Booklet.

### **SPECIAL NOTICE TO BIDDERS**

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

SPECIAL EXPERIENCE REQUIREMENTS FOR THE BIDDER: The Special Experience (A) 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 (11).

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

must of sub-subcon	demons bcontra black	s. If the bidder intends to subcontract this work, the proposed subcontractor or sub-subcontractor strate compliance with the Special Experience Requirements. The contractor, subcontractor or actor (hereinafter referred to as the "entity") that will perform any specific area of work indicated tened box below, may have performed the required prior project(s) as a prime contractor, or sub-subcontractor. Once approved, no substitution will be permitted, unless the soft the proposed replacement have been approved in writing in advance by the City.
	last se	<b>Water Main Work:</b> The entity that will perform the trunk water main work must, within the even (7) consecutive years prior to the bid opening, have successfully completed in a timely n at least one (1) project similar in scope and type to the required work.
	the Bi	Management Practice Work: Best Management Practice ("BMP") Work is any item of work in d Schedule that begins with the prefix "BMP". The entity that will perform any BMP Work within the last five (5) consecutive years prior to the bid opening, have successfully completed in ly fashion at least three (3) projects similar in scope and type to the required work.
	individuo to the	rofessional services in connection with BMP Work, (i.e., monitoring and reporting services), the dual who will perform the required services must, within the last five (5) consecutive years prior bid opening, have successfully completed in a timely fashion at least three (3) projects similar in 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.
	work	o-Tunneling/Pipe Jacking Work: The entity that will perform the micro-tunneling/pipe jacking must, within the last five (5) consecutive years prior to the bid opening, have successfully letted in a timely fashion at least two (2) projects similar in scope and type to the required work.
	ОТН	ER:

3

### (B) <u>SPECIAL EXPERIENCE REQUIREMENTS FOR SPECIFIC AREAS OF WORK (to be provided after an award of contract)</u>:

The requirements in this Section (B) apply to this contract where indicated by a blackened box (11).

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

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

	Hazmat Work: Hazmat Work is any item of work in the Bid Schedule that begins with the prefix 8.01. The entity that will perform any Hazmat Work must, within the last three (3) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least five (5) projects similar in scope and type to the required work.
	Pile, CFA Pile, and/or Mini-Pile Work: The entity that will perform the Pile, CFA Pile and/or Mini-Pile Work must, within the last three (3) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least two (2) projects similar in scope and type to the required work.
	For professional services in connection with Pile Work, (i.e., engineering and inspection services), the individual who will perform the required services must be a Professional Engineer licensed by the state of New York. Such individual must also comply with the above requirements for prior projects.
	Construction Report, Monitoring And Post-Construction Report, and Continuous Real-Time Monitoring For Vibrations And Movements And Post-Construction Report Work: The entity that will perform the Construction Report, Monitoring For Vibrations And Movements, and Post-Construction Report Work must, within the last three (3) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least two (2) projects similar in scope and type to the required work.
	For professional services in connection with Reporting and Monitoring Work, (i.e., engineering and inspection services), the individual who will perform the required services must be a Professional Engineer licensed by the state of New York. Such individual must also comply with the above requirements for prior projects.
]	OTHER:

- (C) <u>SPECIFICATIONS</u>: In the event of any conflict, omission or inconsistency between (1) the Specifications and/or Contract Drawings, and (2) the Special Experience Requirements in Section (B) of the Special Notice To Bidders, the special experience listed in the Specifications and/or Contract Drawings shall be controlling. The Special Experience Requirements in Section (B) of this Special Notice To Bidders are only for the convenience of the bidders.
- (D) <u>SUBMISSION REQUIREMENTS</u>: For each project submitted to demonstrate compliance with the Special Experience Requirements, the bidder must complete and submit the Qualification Form included in the Bid Booklet. The City will only evaluate a project if the following criteria are met: (1) the project is described on the Qualification Form, and (2) all information on the Qualification Form is provided. The City will not evaluate any project which does not comply with the criteria set forth herein, including any project which is referred to only on the resume of an individual.

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

- (E) <u>CONDITIONS</u>: In determining compliance with the Special Experience Requirements for the bidder set forth above, the City may consider prior projects completed by principal(s) or other employees of the bidder while affiliated with another entity, subject to the conditions set forth below.
  - Any principal or other employee on whose prior experience the bidder is relying to demonstrate compliance with this special experience requirement must have held the following: (a) a significant management role in the prior entity with which he/she was affiliated, and (b) a significant management role in the entity submitting the bid for a period of six (6) months or more from the inception of the bidding entity.
  - The bidder may not rely on the experience of its principals or other employees to demonstrate compliance with any other requirements, including without limitation, financial requirements or requirements for a specified minimum amount of annual gross revenues.
- (F) <u>JOINT VENTURES</u>: In the event the bidder is a joint venture, at least one firm in the joint venture must meet the above described experience requirements.

### **Qualification Form**

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

Name of Contractor:
Name of Project:
Location of Project:
Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:
Name:
Title: Phone Number:
Brief description of the Project completed or the Project in progress:
Was the Project performed as a prime, a subcontractor or a sub-subcontractor:
Amount of Contract, Subcontract or Sub-subcontract:
Start Date and Completion Date:
****************
Name of Contractor:
Name of Project:
Location of Project:
Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:
Name:
Title: Phone Number:
Brief description of the Project completed or the Project in progress:
Was the Project performed as a prime, a subcontractor or a sub-subcontractor:
Amount of Contract, Subcontract or Sub-subcontract:
Start Date and Completion Date:

(NO TEXT ON THIS PAGE)

### ATTACHMENT 1 - BID INFORMATION

PROJECT ID: SEQ002709 PIN: 8502017SE0001C

Description and Locati	on of Work: For The Construction Of Combined Sewers And Ap 45th Avenue Between 163rd Street And 166th Street A Between 45th Avenue And 46th Avenue, Together V Incidental Thereto, Borough Of Queens.	nd 165th Street
Documents Available A		
Submission of Bids To:	30-30 Thomson Avenue First Floor Bid Procurement Room Long Island City, New York 11101 Before 11:00 A.M. on <u>December 16, 2016</u>	_
Bid Opening:	30-30 Thomson Avenue First Floor Bid Procurement Room Long Island City, New York 11101	
	Time and Date: 11:00 A.M. on	
Pre-Bid Conference:	Yes NoX	
	If Yes, Mandatory: Optional: Time and Date: Location:	
Bid Security:	Bid Security is required in the amount set forth below; provided, I security is not required if the TOTAL BID PRICE set forth on the less than \$1,000,000.00.	
	(1) Bond in an amount not less than 10% of the TOTAL BID forth on the Bid Form, OR	PRICE set
	(2) Certified Check in an amount not less than 2% of the TOT PRICE set forth on the Bid Form.	'AL BID
	nt Security: Required for contracts in the amount of \$1,000,000 on the Payment Security shall each be in an amount equal to 100% of the security shall each be in an amount equal to 100% of the security shall each be in an amount equal to 100% of the security shall each be in an amount equal to 100% of the security shall each be in an amount equal to 100% of the security shall each be in an amount equal to 100% of the security shall each be in an amount equal to 100% of the security shall each be in an amount equal to 100% of the security shall each be in an amount equal to 100% of the security shall each be in an amount equal to 100% of the security shall each be in an amount equal to 100% of the security shall each be in an amount equal to 100% of the security shall each be in an amount equal to 100% of the security shall each be in an amount equal to 100% of the security shall each be in an amount equal to 100% of the security shall each be in an amount equal to 100% of the security shall each be in an amount equal to 100% of the security shall each be security shall each be security shall each be security shall each shall e	
Agency Contact Person:	Lorraine Holley Phone: 718-391-2601 FAX: 718-391-2615	
CITY OF NEW YORK DEPARTMENT OF DESIGN AN	A-1 ID CONSTRUCTION	BID BOOKLET JULY 2016

(NO TEXT ON THIS PAGE)

### **LIST OF DRAWINGS**

PROJECT ID: SER200277 PIN: 8502016SE0029C

Sheet No.	Description
1	Title Sheet
2-6	Utility Plans
	Utility Profiles
7-9	Maintenance & Protection of Traffic
FD1	FDNY Fire Base Maps
B101-B104	Boring Records
FOR REFERE	NCE ONLY
	Utility Drawings

(NO TEXT ON THIS PAGE)

### BID SCHEDULE

### NOTICE TO BIDDERS

Items listed in this Bid Schedule which have one (1) digit followed by a decimal (e.g. 4.02 CA), excluding items beginning with the number "8.01", shall comply with the requirements of the corresponding numerical Sections of the NYCDOT Standard Highway Specifications as amended by Revisions To The New York City Department Of Transportation Standard Highway Specifications and I-Pages New Sections, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the number "8.01" (e.g. 8.01 C1) shall comply with the requirements of Specifications For Handling, Transportation And Disposal Of Nonhazardous And Potentially Hazardous Contaminated Materials, herein Volume 3 of 3.

Items listed in this Bid Schedule which have two (2) digits beginning with the number "5" followed by a decimal (e.g. 53.11 DR) shall comply with the requirements of the New York City Department of Environmental Protection (NYCDEP) Standard Sewer and Water Main Specifications dated July 1, 2014, as amended by Sewer And Water Main Revisions To Specifications, herein Volume 3 of 3.

Items listed in this Bid Schedule which have two (2) digits beginning with the number "6" followed by a decimal (e.g. 60.13M0A24) shall comply with the requirements of the New York City Department of Environmental Protection (NYCDEP) Standard Sewer and Water Main Specifications dated July 1, 2014, as amended by Sewer And Water Main Revisions To Specifications, herein Volume 3 of 3.

Items listed in this Bid Schedule which have two (2) digits beginning with the number "7" followed by a decimal (e.g. 70.81CB) shall comply with the requirements of the New York City Department of Environmental Protection (NYCDEP) Standard Sewer and Water Main Specifications dated July 1, 2014, as amended by Sewer And Water Main Revisions To Specifications, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the prefix "UTL-" (e.g. UTL-6.01.8) are for Gas Cost Sharing (EP-7) work and shall comply with the requirements of Gas Cost Sharing (EP-7) Standard Specifications, herein Volume 3 of 3.

Project ID: SER200277

(NO TEXT ON THIS PAGE)

# NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION CONTRACT PIN:8502016SE0029C **DIVISION OF INFRASTRUCTURE - BUREAU OF**

PROJECT ID:SER200277

### **BID SCHEDULE**

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

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

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



**BID SCHEDULE FORM** 

CONTRACT PIN: 8502016SE0029C

### 11/2/2016 10:05 AM

TIEM NUMBER and DESCRIPTION  4.02 AF-R  ASPHALTIC CONCRETE WEARING COURSE, 2" THICK  A.09 AA  CONCRETE CURB (18" DEEP)  DEPRESSED STEEL FACED CONCRETE CURB (18" DEEP)  CORNER STEEL FACED CONCRETE CURB (18" DEEP)  4.09 CD  CORNER STEEL FACED CONCRETE CURB (18" DEEP)  4.13 AAS  4" CONCRETE SIDEWALK (UNPIGMENTED)
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PROJECT ID: SER200277 NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION **DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN** 

CONTRACT PIN: 8502016SE0029C

11/2/2016 10:05 AM

SEQ. NO 007 4 0008 4 0009 4 0009 4	TEM NUMBER and DESCRIPTION  4.13 BAS  7" CONCRETE SIDEWALK (UNPIGMENTED)  4.13 DE  EMBEDDED PREFORMED DETECTABLE WARNING UNITS  TREES REMOVED (4" TO UNDER 12" CALIPER)	ESTIMATE OF QUANTITY 1,710.00 200.00	S.F.	UNIT PRICE (IN FIGURES)  DOLLARS CTS	(IN FIGURES)  DOLLARS  CTS
	4.16 CAA TREES PLANTED, 2-1/2" TO 3" CALIPER, ALL TYPES 4.16 STUMP	8.00	EACH		
ĭ   <b>∵</b> ₹	STUMP REMOVAL  4.18 A  MAINTENANCE TREE PRUNING (UNDER 12" CAL.)	8.00	EACH		



11/2/2016 10:05 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: SER200277 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502016SE0029C

COL 1	7.100	COL.3 ENGINEERS ESTIMATE	COL 4	COL. 5. UNIT PRICE (IN FIGURES)	COL. 6 EXTENDED AMOUNT (IN FIGURES)
SEQ. NO	ITEM:NUMBER and DESCRIPTION	OF QUANTITY	TINO	DOLLARS CTS	DOLLARS CTS
013	<b>4.18 B</b> MAINTENANCE TREE PRUNING (12" TO UNDER 18" CAL.)	10.00	ЕАСН		
014	<b>4.21</b> TREE CONSULTANT	400.00	Р/НВ		
015	<b>50.21M3C030D</b> 30" R.C.P. CLASS III STORM SEWER, ON CONCRETE CRADLE	820.00	L.F.		
016	<b>50.31MC12</b> 12" E.S.V.P. STORM SEWER, ON CONCRETE CRADLE	250.00	L.F.		
017	<b>50.31MC18</b> 18" E.S.V.P. STORM SEWER, ON CONCRETE CRADLE	170.00	L.F.		
018	50.31SC10 10" E.S.V.P. SANITARY SEWER, ON CONCRETE CRADLE	40.00	F.		



CONTRACT PIN: 8502016SE0029C

11/2/2016 10:05 AM

COL 1 SEQ. NO	COL. 2  ITEM NUMBER and DESCRIPTION	COL.3 ENGINEER'S ESTIMATE OF QUANTITY	COL.4	COL 5 UNIT PRICE (IN FIGURES) DOLLARS CTS	COL. 6 EXTENDED AMOUNT (IN: FIGURES) DOLLARS : CTS
019	<b>51.11P005</b> STANDARD 5'-0" DIAMETER PRECAST MANHOLE	1.00	ЕАСН		
020	<b>51.11P008</b> STANDARD 8'-0" DIAMETER PRECAST MANHOLE	3.00	ЕАСН		
021	<b>51.21S0A1000V</b> STANDARD MANHOLE TYPE A-1	8.00	ЕАСН		
022	<b>51.41S001</b> STANDARD CATCH BASIN, TYPE 1 -	13.00	ЕАСН		
023	<b>51.71B00001</b> MODIFICATION OF EXISTING TYPE 1 CATCH BASIN	2.00	ЕАСН		
024	51.71C00001 MODIFICATION OF EXISTING CHAMBER NO. 1	1.00	ЕАСН		



CONTRACT PIN: 8502016SE0029C

11/2/2016 10:05 AM

COL. 6  UNIT PRICE EXTENDED AMOUNT (IN FIGURES) (IN FIGURES) DOLLARS CTS DOLLARS CTS						
COL. 4	EACH	LF.	L.F.	C.Y.	C.Y.	R.
COL.3 ENGINEER'S ESTIMATE OF QUANTITY	1.00	500.00	1,240.00	10.00	380.00	400.00
COL. 2 TTEM NUMBER and DESCRIPTION	51.71C00002 MODIFICATION OF EXISTING CHAMBER NO. 2	<b>52.11D12</b> 12" DUCTILE IRON PIPE BASIN CONNECTION	<b>53.11DR</b> TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS	<b>54.12CS</b> CLEANING OF DRAINAGE STRUCTURES	6.02 AAN UNCLASSIFIED EXCAVATION	6.25 RS TEMPORARY SIGNS
COL 1 SEQ. NO	025	026	027	028	029	030



PROJECT ID: SER200277 NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

**CONTRACT PIN: 8502016SE0029C** 

COL. 1 SEQ. NO	COL. 2  ITEM NUMBER and DESCRIPTION	COL.3 ENGINEER'S ESTRATE OF QUANTITY	COL. 4.	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS
031	<b>6.26</b> TIMBER CURB	3,240.00	F.		
032	6.28 AA LIGHTED TIMBER BARRICADES	1,530.00	L.F.		
033	<b>6.40 B</b> ENGINEER'S FIELD OFFICE (TYPE B)	18.00	MONTH		
034	<b>6.49</b> TEMPORARY PAVEMENT MARKINGS (4" WIDE)	250.00	L.F.		
035	<b>6.52 CG</b> CROSSING GUARD	00.096	P/HR		
930	<b>6.87</b> PLASTIC BARRELS	295.00	ЕАСН		



CONTRACT PIN: 8502016SE0029C

11/2/2016 10:05 AM

COL. 1 SEQ. NO	COL. 2 TEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL.4	COL.5 UNIT PRICE (IN FIGURES) DOLLARS CTS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS
037	<b>60.11R606</b> FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	40.00	LF.		
038	<b>60.11R608</b> FURNISHING AND DELIVERING 8-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	460.00	L.F.		
620	<b>60.11R612</b> FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	20.00	L.F.		
040	<b>60.12D06</b> LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	50.00	L.F.		
140	<b>60.12D08</b> LAYING 8-INCH DUCTILE IRON PIPE AND FITTINGS	500.00	L.F.		
042	<b>60.12D12</b> LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	25.00	LF.		



CONTRACT PIN: 8502016SE0029C

11/2/2016 10:05 AM

<b>1.705</b>	col. 2	COL3 ENGINEER'S ESTIMATE	\$700	COLS UNIT PRICE	COL. 6 EXTENDED AMOUNT (IN FIGURES)	
SEQ. NO	TEM NUMBER and DESCRIPTION	OF QUANTITY	UNIT	DOLLARS CTS		133
043	60.13M0A24 FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24-INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	1.00	SNOT			
044	61.11DMM06 FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	2.00	ЕАСН			1
045	61.11DMM08 FURNISHING AND DELIVERING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	3.00	ЕАСН			
046	61.11DMM12 FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	ЕАСН			
047	61.11TWC03 FURNISHING AND DELIVERING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	ЕАСН			



**CONTRACT PIN: 8502016SE0029C** 

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COL. 1 SEQ. NO	COL. 2 TEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 ÜNIT	COL.5 UNIT PRICE (IN FIGURES) DOLLARS CTS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS
048	<b>61.11TWC04</b> FURNISHING AND DELIVERING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	ЕАСН		
049	<b>61.12DMM06</b> SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	2.00	ЕАСН		
020	61.12DMM08 SETTING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	3.00	ЕАСН		
051	61.12DMM12 SETTING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	ЕАСН		
052	<b>61.12TWC03</b> SETTING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	ЕАСН		
053	61.12TWC04 SETTING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	ЕАСН		





PROJECT ID: SER200277 NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION **DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN** 

**BID SCHEDULE FORM** 

**CONTRACT PIN: 8502016SE0029C** 

### 11/2/2016 10:05 AM

### CTS EXTENDED AMOUNT (IN FIGURES) DOLLARS COL. 5 UNIT PRICE IN FIGURES DOLLARS EACH TONS EACH EACH EACH EACH **20** 2.00 2.00 8. 4.00 4.00 1.00 COL 3 OF QUANTITY ESTIMATE FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2-INCH OR LARGER SCREW TAPS SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS ITEM NUMBER and DESCRIPTION FURNISHING AND DELIVERING VARIOUS CASTINGS FURNISHING AND DELIVERING HYDRANTS COL. 2 REMOVING HYDRANTS 62.12SG 62.13RH 62.14FS 63.11VC 62.11SD 64.11EL SEQ. NO COL. 1 8 055 056 058 020 057



CONTRACT PIN: 8502016SE0029C

11/2/2016 10:05 AM

COL. 1 SEQ. NO	COL. 2 TEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE EXT (IN FIGURES) (IN FIGURES)	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS
090	64.11ST WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS	5.00	ЕАСН		
061	64.12COEG  CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	10.00	L.F.		
062	64.12COLT CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	12.00	LF.		
063	64.12ESEG EXTENDING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	10.00	L.F.		
064	64.12ESLT EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	12.00	L.F.		
065	64.13WC08 FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 8-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	2.00	ЕАСН		



**CONTRACT PIN: 8502016SE0029C** 

COL. 4 COL. 5 COL. 6 UNIT PRICE EXTENDED AMOUNT (IN FIGURES) UNIT DOLLARS CTS DOLLARS CTS		L.	L	<b></b>	<b>三</b>	LL.
ENGINEER'S CO ESTIMATE OF QUANTITITY U	0	220.00 L	3,250.00 S.F.	12.00 C.Y.	12.00 MONTH	1,640.00 L.F.
COL. 2 TEM NUMBER and DESCRIPTION	<b>65.11BR</b> FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	65.21PS FURNISHING AND PLACING POLYETHYLENE SLEEVE Unit price bid shall not be less than: \$0.50	65.31FF FURNISHING, DELIVERING AND PLACING FILTER FABRIC Unit price bid shall not be less than: \$0.10	65.71SG FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	7.13 B MAINTENANCE OF SITE Unit price bid shall not be less than: \$8,000.00	<b>7.36</b> PEDESTRIAN STEEL BARRICADES
COL. 1 SEQ. NO	990	290	890	690	070	071



CONTRACT PIN: 8502016SE0029C

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2. 5. 2. 2. 2. 3. 2. 3. 3. 3. 3. 3. 3. 3. 3. 3. 3. 3. 3. 3.	COL. 5 COL. 6  ENGINEER'S COL. 6  UNIT PRICE EXTENDED AMOUNT  (IN FIGURES)  (TIN FIGURES)  (TIN FIGURES)  (TOTAL DOLLARS)  (TOTAL DOLLARS)  (TOTAL DOLLARS)  (TOTAL DOLLARS)  (TOTAL DOLLARS)	7.88 AA RODENT INFESTATION SURVEY AND MONITORING Unit price bid shall not be less than: \$3,000.00	7.88 AB RODENT BAIT STATIONS Unit price bid shall not be less than: \$60.00	7.88 AC BAITING OF RODENT BAIT STATIONS Unit price bid shall not be less than: \$9.50	7.88 AD  WATERBUG BAIT APPLICATIONS Unit price bid shall not be less than: \$65.00	1,270.00 S.Y. Scking	3,600.00 L.F. a.shcing
072 073 075 076		7.88 AA RODENT INFESTATION Unit price bid shall r	7.88 AB RODENT BAIT STATI	7.88 AC BAITING OF RODEN Unit price bid shall	7.88 AD WATERBUG BAIT AF Unit price bid shall	70.21DK DECKING	<b>70.31FN</b> FENCING





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

TION PROJECT ID: SER200277
CONTRACT PIN: 8502016SE0029C

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COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS						
S RICE RES)						•
COL. 5 UNIT PRICE (IN FIGURES DOLLARS						
COL 4	C.Y.	C.Y.	C.Y.	C.Y.	ю щ	C.Y.
COL 3 ENGINEERS ESTIMATE	25.00	25.00	30.00	1,600.00	350.00	16.00
COL. 2 TEM NUMBER and DESCRIPTION	70.51EO  EXCAVATION OF BOULDERS IN OPEN CUT  Unit price bid shall not be less than: \$75.00	70.61RE ROCK EXCAVATION	70.71SB STONE BALLAST Unit price bid shall not be less than: \$ 15.00	70.81CB CLEAN BACKFILL Unit price bid shall not be less than: \$ 15.00	70.91SW12 FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS	73.11AB ADDITIONAL BRICK MASONRY Unit price bid shall not be less than: \$62.50
COL 1 SEQ. NO	078	620	080	081	087	083



CONTRACT PIN: 8502016SE0029C

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COL 8 EXTENDED AMOUNT (IN FIGURES) CTS DOLLARS CTS						
COL. 5 UNIT PRICE (IN FIGURES) DOLLARS						
COL.4	C.Y.	C.Y.	C.Y.	LBS.	TONS	SETS
COL.3 ENGINEER'S ESTIMATE OF QUANTITY	75.00	48.00	60.00	220.00	1,000.00	5.00
COL. 2. THEM NUMBER and DESCRIPTION	73.21AC ADDITIONAL CONCRETE Unit price bid shall not be less than: \$62.50	73.31AE0 ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS) Unit price bid shall not be less than: \$20.00	73.41AG ADDITIONAL SELECT GRANULAR BACKFILL Unit price bid shall not be less than: \$15.00	73.51AS ADDITIONAL STEEL REINFORCING BARS Unit price bid shall not be less than: \$ 1.00	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
COL. 1 SEQ. NO	084	085	980	087	880	680



CONTRACT PIN: 8502016SE0029C

### 11/2/2016 10:05 AM

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COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS						
COL. 5 UNIT PRICE (IN FIGURES) DOLLARS : CTS			`			
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COL 3 ENGINEER'S ESTIMATE OF QUANTITY	10.00	1.00	2.00	2.00	1.00	2.00
COL. 2 TEM NUMBER and DESCRIPTION	8.01 H HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL	8.01 S HEALTH AND SAFETY	8.01 W1 REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER	8.01 W2 SAMPLING AND TESTING OF CONTAMINATED WATER	UTL-6.01.1 GAS MAIN CROSSING SEWER UP TO 24" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$1,040.00	UTL-6.01.2 GAS MAIN CROSSING SEWER 30" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$1,770.00
COL. 1 SEQ. NO	060	091	092	093	094	095



CONTRACT PIN: 8502016SE0029C

11/2/2016 10:05 AM

OUNT S) : CTS						
COL.6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	·					
COL. 5 UNIT PRICE IN FIGURES)						
COL. 5 UNIT PRICE (IN FIGURES DOLLARS						
COL 4	EACH	ЕАСН	ЕАСН	L.F.	L.F.	EACH
COL. 3 ENGINEER:S. ESTIMATE OF QUANTITY	21.00	2.00	4.00	300.00	150.00	2.00
COL. 2 TTEM NUMBER and DESCRIPTION	UTL-6.01.8 GAS SERVICES CROSSING TRENCHES AND/OR EXCAVATIONS (S6.01) Unit price bid shall not be less than: \$ 465.00	UTL-6.01.9 GAS MAIN CROSSING WATER MAIN UP TO 20" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$485.00	UTL-6.02 EXTRA EXCAVATION FOR THE INSTALLATION OF CATCH BASIN SEWER DRAIN PIPES WITH GAS INTERFERENCES (S6.02) Unit price bid shall not be less than: \$715.00	UTL-6.03 REMOVAL OF ABANDONED GAS FACILITIES. ALL SIZES. (S6.03) Unit price bid shall not be less than: \$ 15.00	UTL-6.03.1 REMOVAL OF ABANDONED GAS FACILITIES WITH POSSIBLE COAL TAR WRAP. ALL SIZES. (FOR NATIONAL GRID WORK ONLY) (S6.03) Unit price bid shall not be less than: \$ 25.00	UTL-6.04 ADJUST HARDWARE TO GRADE USING SPACER RINGS/ADAPTORS. (STREET REPAVING.) (S6.04) Unit price bid shall not be less than: \$ 35.00
COL 1 SEQ. NÖ	960	<b>260</b>	860	660	100	101



**BID SCHEDULE FORM** 

CONTRACT PIN: 8502016SE0029C

### 11/2/2016 10:05 AM

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COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS				\$50,000 00
(S)	·			00
COL.5 UNIT PRICE (IN FIGURES) DOLLARS				50,000 00
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COL.3 ENGINEER'S ESTIMATE OF QUANTITY	4.00	300.00	30.00	1.00
ENGI ESI OF QL				
COL. 2 TEM NUMBER and DESCRIPTION	UTL-6.05 ADJUST HARDWARE TO GRADE BY RESETTING. (ROAD RECONSTRUCTION.) (\$6.05) Unit price bid shall not be less than: \$65.00	UTL-6.06 SPECIAL CARE EXCAVATION AND BACKFILLING (S6.06) Unit price bid shall not be less than: \$ 180.00	UTL-6.07 TEST PITS FOR GAS FACILITIES (S6.07) Unit price bid shall not be less than: \$ 100.00	UTL-GCS-2WS GAS INTERFERENCES AND ACCOMMODATIONS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 50,000.00
COL.1 SEQ. NO	102	103	104	105



ION PROJECT ID: SER200277
CONTRACT PIN: 8502016SE0029C

11/2/2016 10:05 AM

## **BID SCHEDULE FORM**

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SUB-TOTAL: \$\_

106	6.39 A	1.00	L.S.		
	MOBILIZATION				••••
·	BID PRICE OF MOBILIZATION SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.		i	<b></b>	

TOTAL BID PRICE: \$

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

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

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

PROJECT ID: SER200277

### CONSTRUCTION OF SANITARY AND STORM SEWERS AND APPURTENANCES IN LEVERETT AVENUE ETC.

### Together With All Work Incidental Thereto BOROUGH OF STATEN ISLAND

Name of Bidder:			
Date of Bid Opening:	10.00		
Bidder is: (Check one, whichever applies)			Corporation ( )
Place of Business of Bidder:			
Bidder's Telephone Number:	Fax Number:		
Bidder's E-Mail Address:		W	
Residence of Bidder (If Individual):			
If Bidder is a Partnership, fill in the following	; blanks:		
Names of Partners		Residence of l	Partners
		. 1994	
		-	
If Bidder is a Corporation, fill in the following	g blanks:		
Organized under the laws of the State of			·
Name and Home Address of President:			
Name and Home Address of Secretary:			
Name and Home Address of Treasurer:			
CITY OF NEW YORK	C-1	VI.	BID BOOKLET

JULY 2016

DEPARTMENT OF DESIGN AND CONSTRUCTION

### **BID FORM**

The above-named Bidder affirms and declares:

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

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

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

### 6. Compliance Report

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

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

- 7. By submission of this bid, the bidder certifies that it now has and will continue to have the financial capability to fully perform the work required for this contract. Any award of this contract will be made in reliance upon such certification. Upon request therefor, the bidder will submit written verification of such financial capability in a form that is acceptable to the department.
- 8. In accordance with Section 165 of the State Finance Law, the bidder agrees that tropical hardwoods, as defined in Section 165 of the State Finance Law, shall not be utilized in the performance of this Contract, except as the same are permitted by the foregoing provision of law.
- 9. The bidder has visited and examined the site of the work and has carefully examined the Contract in the form approved by the Corporation Counsel, and will execute the Contract and perform all its items, covenants and conditions, and will provide, furnish and deliver all the work, materials, supplies, tools and appliances for all labor and materials necessary or required for the hereinafter named work, all in strict conformity with the Contract, for the prices set forth in the Bid Schedule:
- 10. <u>M/WBE UTILIZATION PLAN</u>: By signing its bid, the bidder agrees to the Vendor Certification and Required Affirmations set forth below, unless a full waiver of the Participation Goals is granted. The Vendor Certification and Required Affirmations will be deemed to satisfy the requirement to complete Section V of Part II of Schedule B: M/WBE Utilization Plan.

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

### I hereby:

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

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BID	FC	)RI	И
ull	I. /	<b>/ I</b>	₹.

PRO	JECT	ID:	SER20027	7

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

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

### \$

### **BIDDER'S SIGNATURE AND AFFIDAVIT**

Bidder:		
Ву:	(Signature of Partner or corporate officer)	*****
Attest: (Corporate Seal)	Secretary of Corporate Bidder	

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

### $\textbf{BID FORM} \hspace{0.1cm} \textbf{(TO BE NOTARIZED)}$

AFFIDAVIT WHERE	E BIDDER IS AN INDIVIDUAL	4
STATE OF NEW YORK, COUNTY OF		being duly sworn says:
I am the person described in and who executed the forespects true.	regoing bid, and the several matt	ers therein stated are in all
Subscribed and sworn to before me this	(Signature of the person	who signed the Bid)
day of,		
Notary Public		
AFFIDAVIT WHERE	E BIDDER IS A PARTNERSHI	<u> </u>
STATE OF NEW YORK, COUNTY OF		being duly sworn says:
I am a member of bid. I subscribed the name of the firm thereto on beh respects true.		d which executed the foregoing atters therein stated are in all
Subscribed and sworn to before me this,	(Signature of Partner w	ho signed the Bid)
Notary Public		
AFFIDAVIT WHERE	E BIDDER IS A CORPORATIO	<u>N</u>
STATE OF NEW YORK, COUNTY OF  I am the of the al	ss:	being duly sworn says: ame is subscribed to and which
executed the foregoing bid. I reside at I have knowledge of the several matters therein state		
Subscribed and sworn to before me this,	(Signature of Partner v	who signed the Bid)
Notary Public		
CITY OF NEW YORK DEPARTMENT OF DESIGN AND CONSTRUCTION	C-5	BID BOOKLET JULY 2016

### **AFFIRMATION**

not be	en decl	axes and is not a defaulter, as surety or oth lared not responsible, or disqualified, by a sending relating to the responsibility or quability or quality or shall insert the word "None" in the	ny agency of the City of New York, ralification of the bidder to receive pul	nor is there any
(11 110)	io, the	order shart most the word Prone in the	space provided above.)	
Full N	ame of	f Bidder:		
City_		State	Zip Code	
		E BOX AND INCLUDE APPROPRIATE		
/	A -	Individual or Sole Proprietorship* SOCIAL SECURITY NUMBER		
<u>/_</u> /	В-	Partnership, Joint Venture or other unit EMPLOYER IDENTIFICATION NUM		
<u>/</u> /	C-	Corporation EMPLOYER IDENTIFICATION NUM	MBER	
By:				
<i>D</i> y	Sig	gnature		

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

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

(NO TEXT ON THIS PAGE)

### BID BOND 1 FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we,
hereinafter referred to as the "Principal", and
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
(\$
NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said Proposal without the consent of the City for a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's Proposal by the City, if the Principal shall:
(a) Within ten (10) days after notification by the City, execute in quadruplicate and deliver to the City all the executed counterparts of the Contract in the form set forth in the Contract Documents, in accordance with the proposal as accepted, and
(b) Furnish a performance bond and separate payment bond, as may be required by the City, for the faithful performance and proper fulfillment of such Contract, which bonds shall be satisfactory in all respects to the City and shall be executed by good and sufficient sureties, and
(c) In all respects perform the agreement created by the acceptance of said Proposal as provided in the Information for Bidders, bound herewith and made a part hereof, or if the City shall reject the aforesaid Proposal, then this obligation shall be null and void; otherwise to remain in full force and effect.

### BID BOND 2

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

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

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

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

IN WITNESS WHEREOF and such of them as are corporati presents to be signed by their properties.	ons have caused their	r corporate seals to be	hereto affi	xed and these
(Seal)	·	Principal	•	(L.S.)
,	By:		<u> </u>	<del></del>
(Seal)		Surety		
	Ву:			

### BID BOND 3

### ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of	County of	ss:
On this	day of	, before me personally came
		to me known, who, being by me duly sworn, did depose and say
that he resides at		of
that he is the		of
corporation; that	one of the seals affixed t	secuted the foregoing instrument; that he knows the seal of said to said instrument is such seal; that it was so affixed by order of he signed his name thereto by like order.
		Notary Public
,	ACKNOWLEDGME	NT OF PRINCIPAL, IF A PARTNERSHIP
G		···
State of	County of _	ss: , before me personally appeared
On this	day of	,, before me personally appeared
<b>C</b>		to me known and known to me to be one of the members of the
instrument, and h firm.	e acknowledged to me th	to me known and known to me to be one of the members of the
		Notary Public
		Notary Public
	•	NT OF PRINCIPAL, IF AN INDIVIDUAL
State of	County of	ss:
On this	day of	,, before me personally appeared
and who executed	the foregoing instrumen	ss:
	and foregoing matrumen	t and acknowledged that he executed the same.
		Notary Public
	AFFIX ACKNOWLEDGM	MENTS AND JUSTIFICATION OF SURETIES

(NO TEXT ON THIS PAGE)

### M/WBE PROGRAM

### M/WBE UTILIZATION PLAN

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

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

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

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

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

### NOTICE TO ALL PROSPECTIVE CONTRACTORS

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

### ARTICLE I. M/WBE PROGRAM

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

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

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

### PART A

### <u>PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD</u> 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

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

- Where an M/WBE Utilization Plan has been submitted, the Contractor shall, within 30 days of 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 <a href="mailto:zhangji@ddc.nyc.gov">zhangji@ddc.nyc.gov</a> or via facsimile at (718) 391-1886. Bidders, proposers, or contractors, as applicable, who have submitted requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.
- (c) If the Agency determines that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, it shall revise the solicitation and extend the deadline for bids and proposals, or revise the Task Order, as applicable.
- (d) Agency may grant a full or partial waiver of the Participation Goals to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of subcontracting in its M/WBE Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the Participation Goals. In making such determination, Agency may consider whether the M/WBE Utilization Plan is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.
- 11. Modification of M/WBE Utilization Plan. (a) A Contractor may request a modification of its M/WBE Utilization Plan after award of this Contract. PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its M/WBE Utilization Plan as part of its bid submission. The Agency may grant a request for Modification of a Contractor's M/WBE Utilization Plan if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the Participation Goals. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:
- (i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
- (ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
- (iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
- (iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the M/WBE Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;

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

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

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

Гах ID #:			PIN	¥:	8:	5017B0044	
SCHEDULE B M/WBE Part I: M/WBE Participa							
<u>=</u>	l by contracting agency						
Contract Overview							
APT E- Pin #	85017B0044	FMS P	roject ID	#:		SER200277	,
Project Title/ Agency PIN #	CONSTRUCTION OF STORM S AVENUE/8502016SE0029C	EWERS AN	ID WATE	R MAIN	N IN LI	EVERETT	
Bid/Proposal Response Date	DECEMBER 16, 2016						
Contracting Agency	Department of Design and Con	struction					
Agency Address	30-30 Thomson Avenue City	Long Islan	d City	State	NY	Zip Code	111
Contact Person	Emmanuel K. Charles	Title	MWBE	Comp	liance	Analyst	
Telephone #	(718) 391-1450	Email	charle	sem@d	ldc.ny	c.gov	
Project Description (at	tach additional pages if necessary)						13.004.0
AVENUE AND WARING LORING AVENUE BETV LORING AVENUE AND I CONSTRUCTION OF SA AVENUE AND DEAD EN	PROJECT ID: ORM SEWERS AND APPURTENANG AVENUE; ALEXANDER AVENUE BE VEEN ALEXANDER AVENUE AND F DEAD END; LEVERETT AVENUE BE INITARY SEWERS AND APPURTENANG ID; LORING AVENUE BETWEEN ALEXANDER AND APPURTENANG	ICES IN WO ETWEEN W ORRESTAL ETWEEN BR IANCES IN F EXANDER A	EHRLE A OEHRLE COURT ROOKFIE FORRES' AVENUE	AVENU FORRI LD AVE TAL CO AND FO	JE ANI ESTAL ENUE / URT B DRRES	D LORING A COURT BE AND COLON SETWEEN LO STAL COURT	VENU TWEE AVEN DRING
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Group	Percentage	
<u>Unspecified*</u>	12%	
or		
Black American	UNSPECIFIED*	
Hispanic American	UNSPECIFIED*	
Asian American	UNSPECIFIED*	
Women	UNSPECIFIED*	
l Participation Goals	12%	Line 1

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

			APT E-		
Tax ID #:			PIN #:		85017B0044
	· ·				
SCHEDULE B - Part II: M/WBE Partic	ipation Plan				
Part II to be completed by the bidder/pro Please note: For Non-M/WBE Prime C entire contract, you must obtain a FULL submitting it to the contracting agency granted, it must be included with your b bid or proposal.	ontractors who will I waiver by completin pursuant to the Notic	g the	e Waiver Application or Prospective Contracto	pag rs. (	es 17 and 18 and timely Once a FULL WAIVER is
Section 1: Prime Contractor Contact Info	ormation				
Tax ID #	FMS Vendor ID #				
Business Name			Contact Person		
Address			- -		
Telephone #	Email				
Section II: M/WBE Utilization Goal Calc PRIME CONTRACTOR ADOPTING A				ubse	ction.
For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals.	Total Bid/Proposal Value		Agency Total Participation Goals (Line 1, Page 13)		Calculated M/WBE Participation Amount
Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture.					
Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	\$	x		=	\$ Line 2
PRIME CONTRACTOR OBTAINED PA PARTICIPATION GOALS	ARTIAL WAIVER AP	PRO	VAL: ADOPTING MO	DIFI	ED M/WBE
For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Modified M/WBE	Total Bid/Proposal Value		Adjusted Participation Goal (From Partial Waiver)		Calculated M/WBE Participation Amount
Participation Goals.  Calculate the total dollar value of your total oid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture.					
Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	\$	x		_	\$ Line 3

T. 15."	APT E-
Tax ID #:	PIN #: <u>85017B0044</u>
Section III: M/WBE Utilization	Plan: How Proposer/Bidder Will Fulfill M/WBE Participation Goals. Please
review the Notice to Prospect	ive Contractors for more information on how to obtain credit for M/WBE
participation. Check applicab	le box. The Proposer or Bidder will fulfill the M/WBE Participation Goals:
☐ As an M/WBE Prime Contra	actor that will self-perform and/or subcontract to other M/WBE firms a portion of the
contract the value of which is at	least the amount located on Lines 2 or 3 above, as applicable. The value of any
Work subcontracted to non-M/W	BE firms will not be credited towards fulfillment of M/WBE Participation Goals.
Please check all that apply to Pr	ime Contractor:
MBE WBE	- MANAGE - ALCADE - A
and/or the value of any work sub	with an M/WBE partner, in which the value of the M/WBE partner's participation occurred to other M/WBE firms is at least the amount located on Lines 2 or 3
above as applicable. The value	e of any work subcontracted to non M/WBE firms will not be credited towards
fulfillment of M/WBE Participation	on Goals.
☐ As a non M/WBE Prime Cor	ntractor that will enter into subcontracts with M/WBE firms the value of which is at
least the amount located on Line	es 2 or 3 above, as applicable.
Section IV: General Contract Inf	ormation
What is the expected percent	age of the total contract dollar value that you expect to award in subcontracts for
services, regardless of M/WB	≣ status? %
·	
	Enter brief description of the type(s) and dollar value of subcontracts for all/any services you plan on
•	subcontracting if awarded this contract. For each item, indicate whether the work is designated for participation by MBEs and/or WBEs and the time frame in which such work is scheduled to begin and
	end. Use additional sheets if necessary.
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✓ Scopes of Subcontract Work	9
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ax ID #:	PIN #:8501780044
Section V: Vendor Certification and Required Affirmation	s
I hereby:  1) acknowledge my understanding of the M/WBE participation pertinent provisions of Section 6-129 of the Administrative Co. 129"), and the rules promulgated thereunder;  2) affirm that the information supplied in support of this M/WE 3) agree, if awarded this Contract, to comply with the M/WBE the pertinent provisions of Section 6-129, and the rules promideemed to be material terms of this Contract;  4) agree and affirm that it is a material term of this Contract to value of the M/WBE Participation Goals to certified MBEs and or such goals are modified by the Agency; and  5) agree and affirm, if awarded this Contract, to make all reas M/WBE Participation Goals, or If a partial waiver is obtained to meet the modified Participation Goals by soliciting and obtained/or WBE firms.	BE Utilization Plan is true and correct; E participation requirements of this Contract, ulgated thereunder, all of which shall be that the Vendor will award the total dollar d/or WBEs, unless a full waiver is obtained sonable, good faith efforts to meet the or such goals are modified by the Agency,
Signature	Date
Print Name	Title

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

Contract Overview					
Tax ID #		FMS Ven	dor ID #		
Business Name	siness Name				
Contact Name	Telephon	e #	Email		
Type of Procurement	☐ Competitive Sealed Bids ☐	Other	Bid/Response Due Date		
APT E-PIN # (for this procurement):			Contracting Agency:		
M/WBE Participatio	n Goals as described in bid/solli	citation docum	ents		
A	gency M/WBE Participation Goal				
Proposed M/WBE Partic	ipation Goal <i>as anticipated by</i> ver	ndor seeking w	/alver		
% of	the total contract value anticipate	ed <u>in good faith</u>	by the bidder/proposer to be subcontract	ted	
			ontractor or Qualified Joint Venture. below (attach additional pages if needed)		
	contract services, and has the c	-	ood faith intention to perform all such w	ork	
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Manager at entity th	at hired vendor (Name/Phone No./I	Email)	
Total Contract Amount \$	Total Amount Subcontracted	\$	
Type of Work Subcontracted	· -		· · · · · · · · · · · · · · · · · · ·
TYPE OF Contract	AGENCY/E	NTITY	DATE COMPLETED
Manager at agency/entit No./Email)	y that hired vendor (Name/Phone		
Total Contract	Total Amount Subcontracted	¢	
Amount \$	Subcontracted	Ψ	<u> </u>
Item of Work	Subcontracted		Item of Work
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TYPE OF Contract	AGENCY/E	NTITY	DATE COMPLETED
Manager at entity th	nat hired vendor (Name/Phone No./	Email)	
Total Contract	Total Amount	<u> </u>	
Amount \$	Subcontracted	<b>&gt;</b>	
Item of Work	Item of Work Subcontracted		Item of Work
Subcontracted and	and Value of		Subcontracted and
Value of subcontract	subcontract		Value of subcontract
VENDOR CERTIFICAT	<b>ION:</b> I hereby affirm that the inforquest is made in good faith.	rmation supplied in support	of this waiver request is true and
Signature:	quest is made in good rain.	Date:	
Print Name:		Title:	
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### APPRENTICESHIP PROGRAM REQUIREMENTS

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

. 1	YES	 NO
		 110

### (1) Apprenticeship Program Requirements

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

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

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

### (2) Apprenticeship Program Questionnaire

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

### APPRENTICESHIP PROGRAM QUESTIONNAIRE ("APQ")

-	et ID Number:
	idder MUST complete, sign, and submit this Apprenticeship Program Questionnaire with its bid. Does the bidder have any Apprenticeship Program agreement(s) appropriate for the type and scope of work to be performed? (Note: Participation may be by either direct sponsorship or through collective bargaining agreement(s).)
	YESNO
2.	Has/have the bidder's Apprenticeship Program agreement(s) been registered with, and approved by the New York State Commissioner of Labor ("NYSDOL Commissioner")?
	YESNO
3.	Has/have the bidder's Apprenticeship Program successfully passed the two-year Probation period following its initial registration with the New York State Department of Labor ("NYSDOL")?

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

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

### APPRENTICESHIP PROGRAM QUESTIONNAIRE ("APQ")

	0	The contact information for such contrade(s) covered pursuant to the bide. A letter(s) from such collective base executed by an officer, delegate of status as a signatory/participant in garagement.	der's affiliation therewith; rgaining entity(ies), on letterhead r official thereof, which verifies good standing to such collective b	of such entity(ies
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Bidder:				<del></del>
By:	Signatu	re of Partner or Corporate Officer)	Title:	
Date: _				
				,

Project ID.	
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### **SAFETY QUESTIONNAIRE**

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

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

### 3. Experience Modification Rate:

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

YEAR  INTRASTATE RATE  INTERSTATE  INTERSTATE RATE  INTERSTATE  INTERSTATE  INTERSTATE  INT	For
contractor must attach, to this questionnaire, a written explanation for the rating and ide what corrective action was taken to correct the situation resulting in that rating.  4. OSHA Information:  YES NO Contractor has received a willful violation issued by OSHA or New Department of Buildings (NYCDOB) within the last three years.  YES NO Contractor has had an incident requiring OSHA notification within work-related fatalities) or an incident requiring OSHA notification whours (all work-related in-patient hospitalizations, all amputations at losses of an eye).  The Occupational Safety and Health Act (OSHA) of 1970 requires employers with ten or more employees, on a yearly basis to complete and maintain on file the form entitled "Log of Work-related".	
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employees, on a yearly basis to complete and maintain on file the form entitled "Log of Work-	within 24
Injuries and Illnesses". This form is commonly referred to as the OSHA 300 Log (OSHA 200 for 2001 and earlier).	related
The OSHA 300 Log must be submitted for the last three years for contractors with more than temployees.	en
The Contractor must indicate the total number of hours worked by its employees, as reflected it payroll records for the past three years.	n
The contractor must submit the Incident Rate for Lost Time Injuries (the Incident Rat past three years. The Incident Rate is calculated in accordance with the formula set for each given year, the total number of incidents is the total number of non-fatal in illnesses reported on the OSHA 300 Log. The 200,000 hours represents the equivalent employees working forty hours a week, fifty weeks per year.	orth below juries and
Incident Rate = Total Number of Incidents X 200,000	
Total Number of Hours Worked by Employees	
YEAR TOTAL NUMBERS OF HOURS WORKED BY INCIDENT R. EMPLOYEES	ATE
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23

Project ID.

Proj	ect	ID.	

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

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

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

YES N	O Contractor previously audited by the DDC Office of Site Safety.
•	DDC Project Number(s):,
YESN	O Accident on previous DDC Project(s).  DDC Project Number(s):
YES N	O Fatality or Life-altering Injury on DDC Project(s) within the last three years [Examples of a life-altering injury include loss of limb, loss of a sense (e.g., sight, hearing), or loss of neurological function].
	DDC Project Number(s):,
Date:	By:(Signature of Owner, Partner, Corporate Officer)
	Title:

### **Pre-Award Process**

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

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

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

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

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

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

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

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

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

### PROJECT REFERENCES – CONTRACTS COMPLETED BY THE BIDDER Ą.

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

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
	·				
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CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

27

BID BOOKLET JULY 2016

# PROJECT REFERENCES - CONTRACTS CURRENTLY UNDER CONSTRUCTION BY THE BIDDER B.

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

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BID BOOKLET JULY 2016

## PROJECT REFERENCES - PENDING CONTRACTS NOT YET STARTED BY THE BIDDER ن

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

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

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

BID BOOKLET JULY 2016 (NO TEXT ON THIS PAGE)

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

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

Contractor:	
Address:	
Telephone Number:	
Name and Title of Signatory:	
Contracting Agency or Owner:	
Project Number:	·
Proposed Contract Amount:	
Description and Address of Proposed Contract:_	
Names of Subcontractors in the amount of 750,0 state indicating that trades will be subcontracted	000 or more on this contract (if not known at this time, so ):
I, (fill in name of person signing) hereby affirm that I am authorized by the above-proposed contract with the above-named owner	named contractor to certify that said contractor's or city agency is less than \$1,000,000. This affirmation . 50 (1980) as amended and its implementing regulations
Date	Signature

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

(NO TEXT ON THIS PAGE)

### **VENDEX COMPLIANCE**

- (A) <u>Vendex Fees</u>: Pursuant to Procurement Policy Board Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the VENDEX system, including the Vendor Name Check process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required to pay the applicable required fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to the contractor under the contract. For contracts with an estimated value of less than or equal to \$1,000,000, the fee will be \$175 per Vendor Name Check review. For contracts with an estimated value of greater than \$1,000,000, the fee will be \$350 per Vendor Name Check review.
- **(B)** Confirmation of Vendex Compliance: The Bidder shall submit this Confirmation of Vendex Compliance to the Department of Design and Construction, Contracts Section, 30-30 Thomson Avenue First Floor, Long Island City, NY 11101.

**Bid Information:** The Bidder shall complete the bid information set forth below. Name of Bidder: Bidder's Address: Bidder's Telephone Number: Bidder's Fax Number: Date of Bid Opening: PROJECT ID: Vendex Compliance: To demonstrate compliance with Vendex requirements, the Bidder shall complete either Section (1) or Section (2) below, whichever applies. Submission of Vendex Questionnaires to MOCS: By signing in the space provided below, the (1) Bidder certifies that as of the date specified below, the Bidder has submitted Vendex Questionnaires to the Mayor's Office of Contract Services, Attn: VENDEX, 253 Broadway. 9th Floor, New York, New York 10007. Date of Submission: (Signature of Partner or corporate officer)

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

By:		
	(Signature of Partner or corporate officer)	
Print Name:		
i imi ivame		•

Print Name:

(NO TEXT ON THIS PAGE)

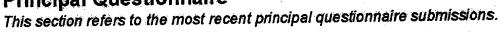
### **Certificate of No Change Form**



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

. <b>I</b> , _			, being duly	sworn, state th	at I have read
	Enter Your N	ame			
as i cha are	d understand all the items con identified on page one of this anged. I further certify that, to full, complete, and accurate; se answers continue to be ful	form and certify the the best of my kno and that, to the be	at as of this date, to owledge, informations of my knowledge	nese items have on and belief, the	not ose answers
prin not	addition, I further certify on be ncipal questionnaire(s) and an changed and have been verif I accurate.	y submission of ch	ange identified on	page two of this	form have
l un add	nderstand that the City of New litional inducement to enter in	York will rely on the contract with the	e information supp ne submitting entity	lied in this certi	fication as
	ndor Questionnaire as refers to the vendor question			ng business wit	h the City.
Nan	ne of Submitting Entity:				
Ven	dor's Address:				
Ven	dor's EIN or TIN:	Rec	questing Agency: _		
Are	you submitting this Certification	on as a parent? (P	lease circle one)	Yes No	
Sign	nature date on the last full ven	dor questionnaire :	signed for the subr	nitting vendor: _	
Sign	nature date on change submis	sion for the submit	ting vendor:		-

### Principal Questionnaire





Princip	oal Name		¢	Date of signal of last full of Question	Principal		Date sub	e(s) of s mission	signati n of ch	ire oi ange
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### **Certificate of No Change Form**



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

l,	, being duly sworn, state that I have re
Enter Your Name	
as identified on page one of this form and changed. I further certify that, to the bes	the vendor questionnaire and any submission of chang I certify that as of this date, these items have not t of my knowledge, information and belief, those answer to the best of my knowledge, information, and belief, te, and accurate.
principal questionnaire(s) and any submis	e submitting vendor that the information contained in the ssion of change identified on page two of this form have continue, to the best of my knowledge, to be full, comple
Landondon Medical Mos Office & New York will	l valv an the information as united in this configuration was
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additional inducement to enter into a confidence of the confidence	tion is required. submitted for the vendor doing business with the City.
Vendor Questionnaire This section This refers to the vendor questionnaire (s)  Name of Submitting Entity:	ract with the submitting entity.  tion is required.  submitted for the vendor doing business with the City.
Vendor Questionnaire This sec This refers to the vendor questionnaire(s) Name of Submitting Entity: Vendor's Address:	ract with the submitting entity.  tion is required.  submitted for the vendor doing business with the City.
Vendor Questionnaire This sec This refers to the vendor questionnaire(s) Name of Submitting Entity: Vendor's Address:	ract with the submitting entity.  tion is required.  submitted for the vendor doing business with the City.  Requesting Agency:
Vendor Questionnaire This sec This refers to the vendor questionnaire (s) Name of Submitting Entity: Vendor's Address: Vendor's EIN or TIN: Are you submitting this Certification as a	ract with the submitting entity.  tion is required.  submitted for the vendor doing business with the City.  Requesting Agency:





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### IRAN DIVESTMENT ACT COMPLIANCE RIDER

### FOR NEW YORK CITY CONTRACTORS

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

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

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

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

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

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

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

bidder/proposer submits the following certification: [Please Check One] **BIDDER'S CERTIFICATION** 

	behalf of any bidder/propos certifies as to its own orga knowledge and belief, that	r proposal, each bidder/proposer and each person signing er certifies, and in the case of a joint bid each party the unization, under penalty of perjury, that to the best of each bidder/proposer is not on the list created pursuar 3 of Section 165-a of the State Finance Law.	ereto
	on the list created pursuant t	y name and the name of the bidder/proposer does not ap o paragraph (b) of subdivision 3 of Section 165-a of the S ed a signed statement setting forth in detail why I cannot	State
		SIGNATURE	
		SIGNATURE	
		PRINTED NAME	
		TRINTED NAME	
		TITLE	
	to before me this day of, 20	IIILE	
Notary	Public	<u> </u>	
Dated	<b>l:</b> .		

### THE CITY OF NEW YORK DEPARTMENT OF SMALL BUSINESS SERVICES DIVISION OF LABOR SERVICES CONTRACT COMPLIANCE UNIT 110 WILLIAMS STREET NEW YORK, NEW YORK 10038

PHONE:

(212) 513-6323

FAX:

(212) 618-8879

### **CONSTRUCTION**

### **EMPLOYMENT**

### **REPORT**

(NO TEXT ON THIS PAGE)

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

### CONSTRUCTION EMPLOYMENT REPORT INSTRUCTIONS

Fax: (212) 618-8879

### WHO MUST FILE A CONSTRUCTION EMPLOYMENT REPORT

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

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

### **Prime Contractor:**

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

### Subcontractor:

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

### WHERE TO FILE

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

### **DLS REVIEW PROCESS**

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

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

### Certificate of Approval

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

### **Continued Approval Certificate**

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

### **Conditional Certificate of Compliance**

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

### **Determination of Nonperformance**

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

### HOW TO COMPLETE THE EMPLOYMENT REPORT

### **Contents**

**General Information** 

Part I: Contractor/Subcontractor Information
Part II: Employment Policies and Practices

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

Signature Page

### PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

Questions 7 – 11: Please provide the required contact information for your company. All contracts must have a designated Equal Employment Officer.

Question 12: If you are a subcontractor, you must state the name of the contractor for whom you are providing the construction services.

Question 13: Please provide the number of permanent employees in your company.

Question 14a-g: The Project Identification Number (PIN) and the Contract Registration ID Number (CT#) can be obtained from the City agency. Provide a description of the trade work you will perform on this project and the address where the work will be performed. Subcontractors can obtain this information from the contract they have with the prime contractor.

Questions 15 – 18: If your company has received a valid Certificate of Approval within the past 36 months, been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), or if your company has submitted an ER for a different contract for which you have not yet received a compliance certificate, then you only need to complete and submit the following:

- · General Information section
- Part I Contractor/Subcontractor Information
- · Form B Projected Workforce
- Signature Page

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

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

Question 18:

If the company was audited by the OFCCP, also provide the following:

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

Question 19:

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

### PART II: EMPLOYMENT POLICIES AND PRACTICES

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

- Questions 20a j: You must respond to the questions as to whether or not your firm has documents reflecting written policies, benefits and procedures. If so, then you must identify by name each document in which the policy(ies), procedure(s) and benefit(s) is located and submit copies of all of the document(s). If your firm follows unwritten practices or procedures, include an explanation of how they operate. Please submit the most current document(s), including all applicable amendments. Label each document and/or unwritten practice according to the question to which it corresponds (e.g. 20a, 20b, etc.)
- Questions 21a h: Inquires about the manner/methods by which you comply with the requirements of the Immigration Reform and Control Act of 1986 (IRCA).
- Question 22: Inquires into where and how I-9 forms are maintained and stored.
- Questions 23a e: Inquires into whether or not there is a requirement that an applicant or employee be subjected to a medical examination at any given time. Copes of the medical information questionnaire and instructions must be submitted with the Employment Report.
- Question 24: Indicate the existence and location of all statements of your firm's Equal Employment Opportunity policy and attach a copy of each statement.
- Question 25: Submit any current Affirmative Action Plan(s) created pursuant to Executive Order 11246.
- Question 26: If your firm or collective bargaining agreement has an internal grievance procedure, indicate this and submit a copy of the policy and procedure. If unwritten, explain its nature and operation. Explain how your firm's procedure addresses EEO complaints.
- Question 27: If your employees have used the procedure in the last three (3) years, please submit an explanation in the format indicated below:

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

Question 28:

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

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

Question 29:

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

Question 30:

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

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

### FORM A: CONTRACT BID INFORMATION - USE OF SUBCONTRACTORS/TRADES

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

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

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

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

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

### SIGNATURE PAGE

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

### The City of New York Department of Small Business Services Division of Labor Services Contract Compliance Unit 110 William Street, New York, New York 10038

Phone: (212) 513 - 6323 Fax: (212) 618-8879

### CONSTRUCTION EMPLOYMENT REPORT

### **GENERAL INFORMATION**

1.	Your contractual relationship in this contract is: Prime	e contractor_x_ Subcontractor
1a.	Are M/WBE goals attached to this project? Yes	No
2.	Please check one of the following if your firm would like in City of New York as a:	formation on how to certify with the
	Minority Owned Business Enterprise Women Owned Business Enterprise Disadvantaged Business Enterprise	Locally Based Business Enterprise Emerging Business Enterprise
2a.	If you are certified as an MBE, WBE, LBE, EBE or DBE, certified with? Are	
3.	Please indicate if you would like assistance from SBS in i contracting opportunities: Yes No	dentifying certified M/WBEs for
4.	Is this project subject to a project labor agreement? Yes	No
5.	Are you a Union contractor? Yes No If yes, with	please list which local(s) you affiliated
6.	Are you a Veteran owned company? Yes No	
PART	I: CONTRACTOR/SUBCONTRACTOR INFORMATION	
7.		
	Employer Identification Number or Federal Tax I.D.	Email Address
8.		
	Company Name	
9.	Company Address and Zip Code	
10.		
	Chief Operating Officer	Telephone Number
11.	Designated Equal Opportunity Compliance Officer	Telephone Number
	(If same as Item #10, write "same")	, otophono (tunibor
12.		
	Name of Prime Contractor and Contact Person (If same as Item #8, write "same")	

13.	Number of employees in your company:	
14.	Contract information:	
	(a) Contracting Agency (City Agency)	(b) Contract Amount
	(c) Procurement Identification Number (PIN)	(d) Contract Registration Number (CT#)
	(e) Projected Commencement Date	(f) Projected Completion Date
	(g) Description and location of proposed contract	et:
15.	Has your firm been reviewed by the Division of L and issued a Certificate of Approval? Yes N	abor Services (DLS) within the past 36 months
	If yes, attach a copy of certificate.	
16.	Has DLS within the past month reviewed an Empand issued a Conditional Certificate of Approval?	ployment Report submission for your company Yes No
	If yes, attach a copy of certificate.	
Wi	OTE: DLS WILL NOT ISSUE A CONTINUED CER TH THIS CONTRACT UNLESS THE REQUIRED INDITIONAL CERTIFICATES OF APPROVAL HA	CORRECTIVE ACTIONS IN PRIOR
17.	Has an Employment Report already been submit Employment Report) for which you have not yet in Yes No If yes,	ted for a different contract (not covered by this received compliance certificate?
	Date submitted: Agency to which submitted: Name of Agency Person: Contract No: Telephone:	
18.	Has your company in the past 36 months been a Labor, Office of Federal Contract Compliance Pro	udited by the United States Department of
	if yes,	

	(a) Nam	ne and address of OFCCP office.
		a Certificate of Equal Employment Compliance issued within the past 36 months? No
	If ye	s, attach a copy of such certificate.
	(c) Wer	e any corrective actions required or agreed to? Yes No
	If ye	s, attach a copy of such requirements or agreements.
	(d) Wer	e any deficiencies found? Yes No
	If ye	es, attach a copy of such findings.
19.	is respo	company or its affiliates a member or members of an employers' trade association which nsible for negotiating collective bargaining agreements (CBA) which affect construction ng? Yes No
	If yes, a	ttach a list of such associations and all applicable CBA's.
PART	II: DOC	UMENTS REQUIRED
20.	brochur	following policies or practices, attach the relevant documents (e.g., printed booklets, es, manuals, memoranda, etc.). If the policy(ies) are unwritten, attach a full explanation ractices. See instructions.
	(a)	Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)
	(b)	Disability, life, other insurance coverage/description
	(c)	Employee Policy/Handbook
	(d)	Personnel Policy/Manual
	(e)	Supervisor's Policy/Manual
	, <b>(f)</b>	Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered
	(g)	Collective bargaining agreement(s).
	(h)	Employment Application(s)
	(i)	Employee evaluation policy/form(s).
	(j)	Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy?

(a) Prior to job offer	Yes No
b) After a conditional job offer	Yes No
c) After a job offer	Yes No
d) Within the first three days on the job	Yes No
(e) To some applicants	Yes No
(f) To all applicants	Yes No
(g) To some employees	Yes No
h) To all employees	Yes No
Explain where and how completed I-9 Form naintained and made accessible.	ms, with their supportive documentation, are
oes your firm or any of its collective bargated	aining agreements require job applicants to ta
f yes, is the medical examination given:	
•	,
a) Prior to a job offer Yes_	No
b) After a conditional job offer Yes_	No
c) After a job offer Yes_	No
d) To all applicants Yes_	No
e) Only to some applicants Yes_	No
f yes, list for which applicants below and a	attach copies of all medical examination or
questionnaire forms and instructions utilize	
	opportunity (EEO) policy? Yes No
o you have a written equal employment o	
	ver(s) where these written nelicine are leasted
	per(s) where these written policies are located
Oo you have a written equal employment of yes, list the document(s) and page numb	per(s) where these written policies are located
f yes, list the document(s) and page numb  Does the company have a current affirmati	
f yes, list the document(s) and page numb  Does the company have a current affirmati  Minorities and Women	
oes the company have a current affirmati Minorities and Women Individuals with handicaps	ive action plan(s) (AAP)
oes the company have a current affirmati Minorities and Women Individuals with handicaps	
f yes, list the document(s) and page numb  Does the company have a current affirmati  Minorities and Women  Individuals with handicaps  Other. Please specify	ive action plan(s) (AAP)  eement(s) have an internal grievance proced

27.	Has any employee, within the past three years, filed a complaint pursuant to an internal grievance procedure or with any official of your firm with respect to equal employment opportunity? Yes No
	If yes, attach an internal complaint log. See instructions.
28.	Has your firm, within the past three years, been named as a defendant (or respondent) in any administrative or judicial action where the complainant (plaintiff) alleged violation of any anti-discrimination or affirmative action laws? Yes No
	If yes, attach a log. See instructions.
29.	Are there any jobs for which there are physical qualifications? Yes No
	If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).
30.	Are there any jobs for which there are age, race, color, national origin, sex, creed, disability, marital status, sexual orientation, or citizenship qualifications? Yes No
	If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).

### SIGNATURE PAGE

submitted with the understanding the requirements, as contained in Charamended, and the implementing Ru	is true and complete to the nat compliance with New Yo oter 56 of the City Charter, ules and Regulations, is a c	hereby certify that best of my knowledge and belief and ork City's equal employment Executive Order No. 50 (1980), as contractual obligation. I also agree on ords to the Division of Labor Services on
Contractor's Name		
Name of person who prepared this	Employment Report	Title
Name of official authorized to sign of	on behalf of the contractor	Title
Telephone Number		
Signature of authorized official		Date
If contractors are found to be under 56 Section 3H, the Division of Labo data and to implement an employm	r Services reserves the rigi	ales in any given trade based on Chapter ht to request the contractor's workforce
Contractors who fail to comply with noncompliance may be subject to the	the above mentioned requne withholding of final payn	irements or are found to be in nent.
Willful or fraudulent falsifications of termination of the contract between contracts for a period of up to five y criminal prosecution.	the City and the bidder or	contractor and in disapproval of future
To the extent permitted by law and Charter Chapter 56 of the City Chai and Regulations, all information pro	ter and Executive Order N	discharge of DLS' responsibilities under o. 50 (1980) and the implementing Rules LS shall be confidential.
O	nly original signatures ac	cepted.
Sworn to before me this	day of20	
Notary Public	Authorized Signature	Date

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### **RS/TRADES** CONTRACT BID INFORMATION: USE OF SUBCONTRAC FORM A.

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

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

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

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

**OWNERSHIP CODES** 

W: White

B: Black

H: Hispanic

N: Native American F: Female A: Asian

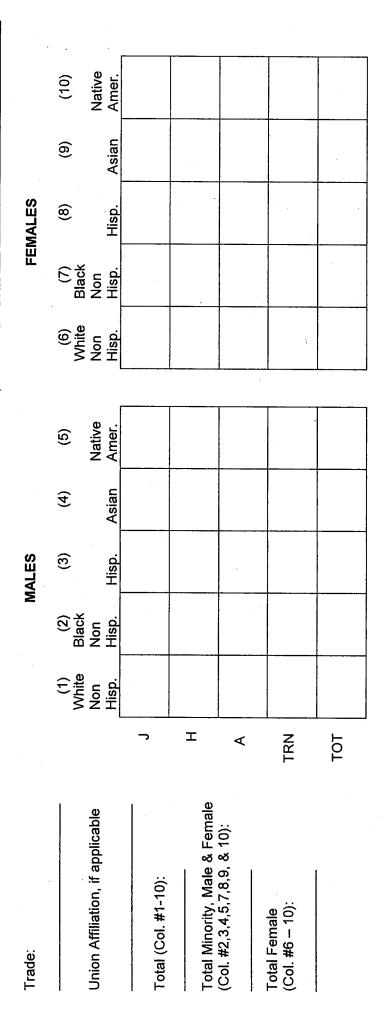
# FORM B: PROJECTED WORKFORCE

# TRADE CLASSIFICATION CODES

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

(A) Apprentice (TRN) Trainee

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



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

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Black Non Hisp. Asian Amer. Hisp. Hisp. Asian Amer.	Trade:		ξ		MALES	S	Ú	Š		FEN	FEMALES	ξ	
Hisp. Hisp. Asian Amer.  Total Amer.  Hisp. Hisp. Asian Amer.  Hisp. Hisp. Asian Amer.  Hisp. Hisp. Asian Amer.  Total Amer.  Hisp. Hisp. Asian Amer.  Hisp. Hisp. Asian Amer.  Hisp. Asian Amer.  Hisp. Asian Amer.  Total Amer.  Hisp. Hisp. Asian Amer.  Amer. A	Union Affiliation, if applicable		White	Black Non	2	ŧ.	(5) Native	While		lack on	(o)	<u>6</u>	
10): Male & Female 7,8,9, & 10):			Hisp.	Hisp.	Hisp.	Asian	Amer.	Ħ E	<u> </u>	.dsi	Hisp.	Asian	Amer.
Male & Female 7,8,9, & 10):	Total (Col. #1-10):	7	:					<u>:</u>	-	• • •	-		
7,8,9, & 10):	Total Minority, Male & Female	<b>I</b>								· · · · ·			
	(Col. #2,3,4,5,7,8,9, & 10):	∢ ,	-										
TOT	Total Female (Col. #6 – 10):	TRN											
		101											

	1	
community outreach)?		
(i.e., unions, government employment office, job tap center, community outreach)?		
ions, government employn		
ou projected hires (i.e., un		
What are the recruitment sources for you projected hires		
What are the		

# FORM C: CURRENT WORKFORCE

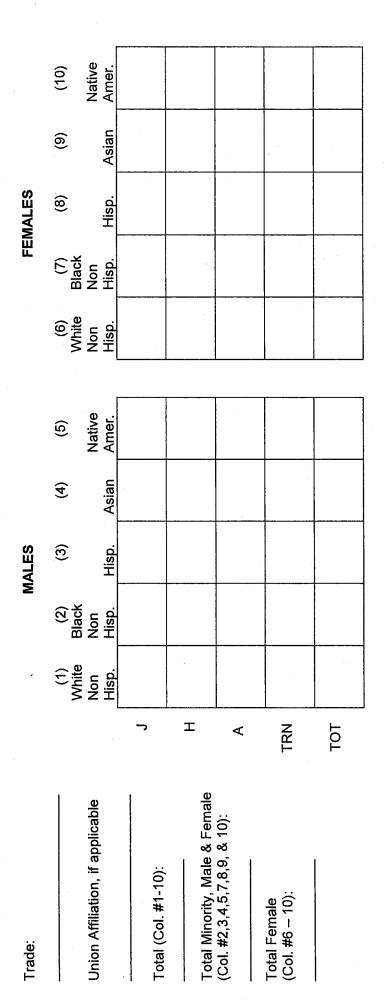
# TRADE CLASSIFICATION CODES

(J) Journeylevel Workers (H) Helper

(TÓT) Total by Column

(A) Apprentice (TRN) Trainee

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



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

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

### Fax: (212) 618-8879 CONSTRUCTION EMPLOYMENT REPORT

### **GENERAL INFORMATION**

1.	Your contractual relationship in this contract is:	Prime contractor	Subcontractor_x_
1a.	Are M/WBE goals attached to this project? Yes	No	
2.	Please check one of the following if your firm would City of New York as a:	d like information on h	ow to certify with the
	Minority Owned Business EnterpriseWomen Owned Business EnterpriseDisadvantaged Business Enterprise		d Business Enterprise siness Enterprise
2a.	If you are certified as an MBE, WBE, LBE, EBE o certified with?		
3.	Please indicate if you would like assistance from S contracting opportunities: Yes No	BS in identifying certif	ed M/WBEs for
4.	Is this project subject to a project labor agreement?	? Yes No	<del></del>
5.	Are you a Union contractor? Yes No with	If yes, please list which	ch local(s) you affiliated
6.	Are you a Veteran owned company? Yes No		
	I: CONTRACTOR/SUBCONTRACTOR INFORMA	TION	
7.	Employer Identification Number or Federal Tax I.D.	•	Email Address
8.	Company Name		
9.	Company Ivame		
J.	Company Address and Zip Code		· · · · · · · · · · · · · · · · · · ·
10.			
	Chief Operating Officer	Telephone Ni	umber
11.	Designated Equal Opportunity Compliance Officer (If same as Item #10, write "same")	Telephone No	umber
12.			
	Name of Prime Contractor and Contact Person (If same as Item #8, write "same")		

13.	Number of employees in your company:	
14.	Contract information:	
	(a) Contracting Agency (City Agency)	(b)Contract Amount
	(c)Procurement Identification Number (PIN)	(d) Contract Registration Number (CT#)
	(e) Projected Commencement Date	(f) Projected Completion Date
	(g) Description and location of proposed contract:	
15.	Has your firm been reviewed by the Division of La and issued a Certificate of Approval? Yes No	
	If yes, attach a copy of certificate.	•
16.	Has DLS within the past month reviewed an Empland issued a Conditional Certificate of Approval?	
	If yes, attach a copy of certificate.	
WI	TE: DLS WILL NOT ISSUE A CONTINUED CERT TH THIS CONTRACT UNLESS THE REQUIRED ON NOITIONAL CERTIFICATES OF APPROVAL HAV	ORRECTIVE ACTIONS IN PRIOR
17.	Has an Employment Report already been submitted Employment Report) for which you have not yet rea No If yes,	ed for a different contract (not covered by this eceived compliance certificate?
	Date submitted:Agency to which submitted:	
	Name of Agency Person:	
	Contract No:	
18.	Has your company in the past 36 months been au Labor, Office of Federal Contract Compliance Pro	
	If yes,	

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	(a) Nan	ne and address of OFCCP office.
	` '	s a Certificate of Equal Employment Compliance issued within the past 36 months?  No
	If ye	es, attach a copy of such certificate.
	(c) Wei	re any corrective actions required or agreed to? Yes No
	If ye	es, attach a copy of such requirements or agreements.
	(d) Wei	re any deficiencies found? Yes No
v	If ye	es, attach a copy of such findings.
19.	is respo	company or its affiliates a member or members of an employers' trade association which onsible for negotiating collective bargaining agreements (CBA) which affect construction ng? Yes No
	If yes, a	attach a list of such associations and all applicable CBA's.
PART	II: DOC	UMENTS REQUIRED
20.	brochur	following policies or practices, attach the relevant documents (e.g., printed booklets, es, manuals, memoranda, etc.). If the policy(ies) are unwritten, attach a full explanation ractices. See instructions.
	(a)	Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)
	(b)	Disability, life, other insurance coverage/description
	(c)	Employee Policy/Handbook
	(d)	Personnel Policy/Manual
	(e)	Supervisor's Policy/Manual
	(f)	Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered
	(g)	Collective bargaining agreement(s).
	(h)	Employment Application(s)
	(i)	Employee evaluation policy/form(s).
	(j)	Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy?

(a) Prior to job offer	N/ N1
	Yes No
(b) After a conditional job offer	Yes No
c) After a job offer	Yes No
(d) Within the first three days on the jol	<del></del>
(e) To some applicants	Yes No
(f) To all applicants	Yes No
(g) To some employees	Yes No
(h) To all employees	Yes No
Explain where and how completed I-9 In a same and made accessible.	Forms, with their supportive documentation, are
Ooes your firm or any of its collective b	pargaining agreements require job applicants to t
f yes, is the medical examination giver	ា:
a) Prior to a job offer	es No
•	
	es No es No
•	es No
	es No es No
c) Only to some applicants	es 140
f yes, list for which applicants below ar	nd attach copies of all medical examination or
questionnaire forms and instructions ut	tilized for these examinations.
questionnaire forms and instructions ut	ent opportunity (EEO) policy? Yes No
questionnaire forms and instructions ut	tilized for these examinations.
questionnaire forms and instructions ut  Oo you have a written equal employme	ent opportunity (EEO) policy? Yes No
Do you have a written equal employme f yes, list the document(s) and page nu	ent opportunity (EEO) policy? Yes No umber(s) where these written policies are locate
Does the company have a current affirr Minorities and Women	ent opportunity (EEO) policy? Yes No umber(s) where these written policies are locate
Does the company have a current affirm  Minorities and Women  Individuals with handicaps	ent opportunity (EEO) policy? Yes No umber(s) where these written policies are locate mative action plan(s) (AAP)
Does the company have a current affirm  Minorities and Women  Individuals with handicaps	ent opportunity (EEO) policy? Yes No umber(s) where these written policies are locate mative action plan(s) (AAP)
Does the company have a current affirm Minorities and Women Individuals with handicaps Other. Please specify	ent opportunity (EEO) policy? Yes No umber(s) where these written policies are locate mative action plan(s) (AAP)
Does the company have a current affirm Minorities and Women Individuals with handicaps Other. Please specify  Does your firm or collective bargaining	ent opportunity (EEO) policy? Yes No umber(s) where these written policies are locate mative action plan(s) (AAP)  agreement(s) have an internal grievance proces
Does the company have a current affirm Minorities and Women Individuals with handicaps Other. Please specify  Does your firm or collective bargaining	ent opportunity (EEO) policy? Yes No umber(s) where these written policies are locate mative action plan(s) (AAP)  agreement(s) have an internal grievance proces
Does the company have a current affirm Minorities and Women Individuals with handicaps Other. Please specify Does your firm or collective bargaining respect to EEO complaints? Yes	ent opportunity (EEO) policy? Yes No umber(s) where these written policies are locate mative action plan(s) (AAP)  agreement(s) have an internal grievance proced
Does the company have a current affirm Minorities and Women Individuals with handicaps Other. Please specify  Does your firm or collective bargaining	ent opportunity (EEO) policy? Yes No umber(s) where these written policies are locate mative action plan(s) (AAP)  agreement(s) have an internal grievance proced

27.	Has any employee, within the past three years, filed a complaint pursuant to an internal grievance procedure or with any official of your firm with respect to equal employment opportunity? Yes No
	If yes, attach an internal complaint log. See instructions.
28.	Has your firm, within the past three years, been named as a defendant (or respondent) in any administrative or judicial action where the complainant (plaintiff) alleged violation of any anti-discrimination or affirmative action laws? Yes No
	If yes, attach a log. See instructions.
29.	Are there any jobs for which there are physical qualifications? Yes No
	If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).
30.	Are there any jobs for which there are age, race, color, national origin, sex, creed, disability, marital status, sexual orientation, or citizenship qualifications? Yes No
	If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).

### SIGNATURE PAGE

I, (print name of authorized office			hereby certi	fv that
the information submitted herev	with is true and complete	to the best of my	knowledge and belief	and
submitted with the understanding	ng that compliance with N	lew York City's e	equal employment	
requirements, as contained in 0	Chapter 56 of the City Ch	arter, Executive	Order No. 50 (1980). a	s ·
amended, and the implementin	g Rules and Regulations	is a contractual	obligation. I also agre	e on
behalf of the company to subm	it a certified copy of payro	oll records to the	Division of Labor Serv	ices on
a monthly basis.	, , , , , , , , , , , , , , , , , , , ,		2,110,011 01 20001 0011	1000 011
• .				
Contractor's Name				
	•	•		
Name of several	u.: =			
Name of person who prepared	this Employment Report		Title	
		×		
Name of official authorized to s	ian on bobalf of the contr	ootor	Title	
Traine of official authorized to s	ight on behalf of the contr	actor	THE	
Telephone Number				•
Signature of authorized official			Date	
	•			
If contractors are found to be ur	nderutilizing minorities an	d females in any	given trade based on	Chapter
56 Section 3H, the Division of L	abor Services reserves t	he right to reque	st the contractor's work	cforce.
data and to implement an emple	oyment program.			
Contractors who fail to comply v			r are found to be in	
noncompliance may be subject	to the withholding of fina	payment.		•
Marifold and formation of the Later of the Control				
Willful or fraudulent falsifications	s of any data or informati	on submitted hei	ewith may result in the	)
termination of the contract betw	een the City and the bido	ler or contractor	and in disapproval of fo	uture
contracts for a period of up to fi	ve years. Further, such f	alsification may i	result in civil and/and o	Γ .
criminal prosecution.				
To the extent permitted by law a	and consistant with the n	oner diecherse	of DI C' mannamaileilitina	
Charter Chapter 56 of the City (	Tharter and Executive Or	der No. 50 /1090	)) and the implementing	under • Dulee
and Regulations, all information	provided by a contractor	to DIS chall he	ontidential	g Rules
and regulations, an information	provided by a contractor	to DES shall be	Cormuerniai.	
		. ,		
	Only original signatur	es accepted.		
•	, , , , , , , , , , , , , , , , , , , ,			
Sworn to before me this	day of	_ 20	_	
Notary Public	Authorized Signatur	~	Doto	
140taly Fubilic	Authorized Signatul	G	Date	

Page 6
Revised 8/13
FOR OFFICIAL USE ONLY: File No.

# CONTRACT BID INFORMATION: USE OF SUBCONTRACT RS/TRADES FORM A.

Do you plan to subcontractor work on this contract? Yes\_\_\_ No\_

If yes, complete the chart below. ∾

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

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

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

OWNERSHIP CODES

W: White

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

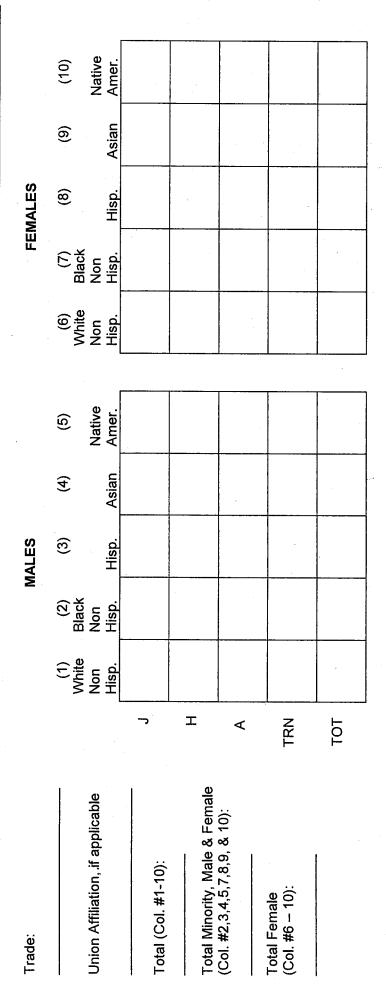
# FORM B: PROJECTED WORKFORCE

### TRADE CLASSIFICATION CODES

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

(A) Apprentice (TRN) Trainee

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



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

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ISE ONLY: File No.

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

# FORM C: CURRENT WORKFORCE

# TRADE CLASSIFICATION CODES

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

(A) Apprentice (TRN) Trainee

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

Trade:			2	MALES				H	FEMALES		
Union Affiliation, if applicable	•	(1) White Non	(2) Black Non	(3)	(4)	(5) Native	(6) White Non	(7) Black	(8)	(6)	(10) Native
		Hisp.	Hisp.	Hisp.	Asian	Amer.	Hisp.	Hisp.	Hisp.	Asian	Amer.
Total (Col. #1-10):	7		,						:		
Total Minority, Male & Female	I										-
(Col. #2,3,4,5,7,8,9, & 10):	∢								·		
Total Female (Col. #6 – 10):	T N										
	TOT										

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

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JSE ONLY: File No.

FORM C: JRRENT WORKFORCE

Col. #6 - 10):   Total Kington, if applicable   Total Female   Col. #6 - 10):   Total Col	Trade:			<	MALES			-	<del></del>	FEMALES		
Hisp. Hisp. Hisp. Hisp. Hisp. Hisp. Hisp. Hisp. Tr.N	Inion Affiliation if applicable		(1) White	(2) Black	(3)	(4)	(5) Native	Whi			(6)	(10) Native
			Hisp.	Hisp.	Hisp.	Asian	Amer.	His H		- ⊢	Asian	Amer.
	Total (Col. #1-10):	<u>.</u>										
	Total Minority, Male & Female	I	-								-	
	(Col. #2,3,4,5,7,8,9, & 10):	∢										
TOT	Total Female (Col. #6 – 10):	TRN								.4		
		TOT										

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(i.e., unions, government employment office, job tap center, community outreach)?			
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What are the recruitment sources for you projected hires			
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# The City of New York Department of Small Business Services Division of Labor Services Contract Compliance Unit 110 William Street, New York, New York 10038

Phone: (212) 513 – 6323 Fax: (212) 618-8879

Date	File Number			
LESS THAN \$750,000 SUBCONTRACT CERTIFICATE (CITY, STATE AND ICIP ONLY)				
Are you currently certified as one of the following? Pl	ease check yes or no:			
MBE YesNo WBE YesNo _	LBE YesNo			
DBE YesNo EBE YesNo	——————————————————————————————————————			
If you are certified as an MBE, WBE, LBE, EBE or DE	BE, what city/state agency are you certified with?			
Please check one of the following if your firm would like	ke information on how to certify with the City of New York as a:			
Minority Owned Business Enterprise	Locally based Business Enterprise			
Women Owned Business Enterprise	Emerging Business Enterprise			
Disadvantaged Business Enterprise				
Company Name	Employer Identification Number or Federal Tax I.D			
Company Address and Zip Code				
Contact Person (First Name, Last Name)	Telephone Number			
Fax Number	E-mail Address			
Description and location of proposed subcontract:				
Are you a Union contractor? Yes No If y	yes, please list which local(s) you affiliated with			
Are you a Veteran owned company? Yes No				
Procurement Identification Number (PIN) (City contracts only)	Contract Registration Number (CT#) (City contracts only)			
Revised 8/13 FOR OFFICIAL USE ONLY: File No				

Block and Lot Number (ICIP projects only)	Contract Amount	
above named owner or City age	al signing) subcontractor to certify that said subcontractor's proncy is less than \$750,000. This affirmation is made order No. 50 (1980) and the implementing Rules.	
contract between the City and th	of any data or information submitted herewith may be bidder or contractor and in disapproval of future c ation may result in civil and/and or criminal prosecut	ontracts for a period of up to
Signature of authorized official		Date
		Dato
Sworn to before me this	Only original signatures accepted. day of20	



# INFRASTRUCTURE DIVISION BUREAU OF DESIGN

# **VOLUME 1 OF 3**

PROJECT ID: SER200277

CONSTRUCTION OF STORM SEWERS AND APPURTENANCES IN WOEHRLE AVENUE BETWEEN ALEXANDER AVENUE AND WARING AVENUE; ALEXANDER AVENUE BETWEEN WOEHRLE AVENUE AND LORING AVENUE; LORING AVENUE BETWEEN ALEXANDER AVENUE AND FORRESTAL COURT; FORRESTAL COURT BETWEEN LORING AVENUE AND DEAD END; LEVERETT AVENUE BETWEEN BROOKFIELD AVENUE AND COLON AVENUE

CONSTRUCTION OF SANITARY SEWERS AND APPURTENANCES IN FORRESTAL COURT BETWEEN LORING AVENUE AND DEAD END; LORING AVENUE BETWEEN ALEXANDER AVENUE AND FORRESTAL COURT

REPLACEMENT OF WATER MAINS AND APPURTENANCES IN LEVERETT AVENUE BETWEEN BROOKFIELD AVENUE AND COLON AVENUE

Together With All Work Incidental Thereto BOROUGH OF STATEN ISLAND CITY OF NEW YORK

	Contractor
	· · ·
Dated	



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

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

**VOLUME 2 OF 3** 

INFORMATION FOR BIDDERS
CONTRACT
PERFORMANCE AND PAYMENT BONDS
PREVAILING WAGE SCHEDULE

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: SER200277

CONSTRUCTION OF STORM SEWERS AND APPURTENANCES IN WOEHRLE AVENUE BETWEEN ALEXANDER AVENUE AND WARING AVENUE; ALEXANDER AVENUE BETWEEN WOEHRLE AVENUE AND LORING AVENUE; LORING AVENUE BETWEEN ALEXANDER AVENUE AND FORRESTAL COURT; FORRESTAL COURT BETWEEN LORING AVENUE AND DEAD END; LEVERETT AVENUE BETWEEN BROOKFIELD AVENUE AND COLON AVENUE

CONSTRUCTION OF SANITARY SEWERS AND APPURTENANCES IN FORRESTAL COURT BETWEEN LORING AVENUE AND DEAD END; LORING AVENUE BETWEEN ALEXANDER AVENUE AND FORRESTAL COURT

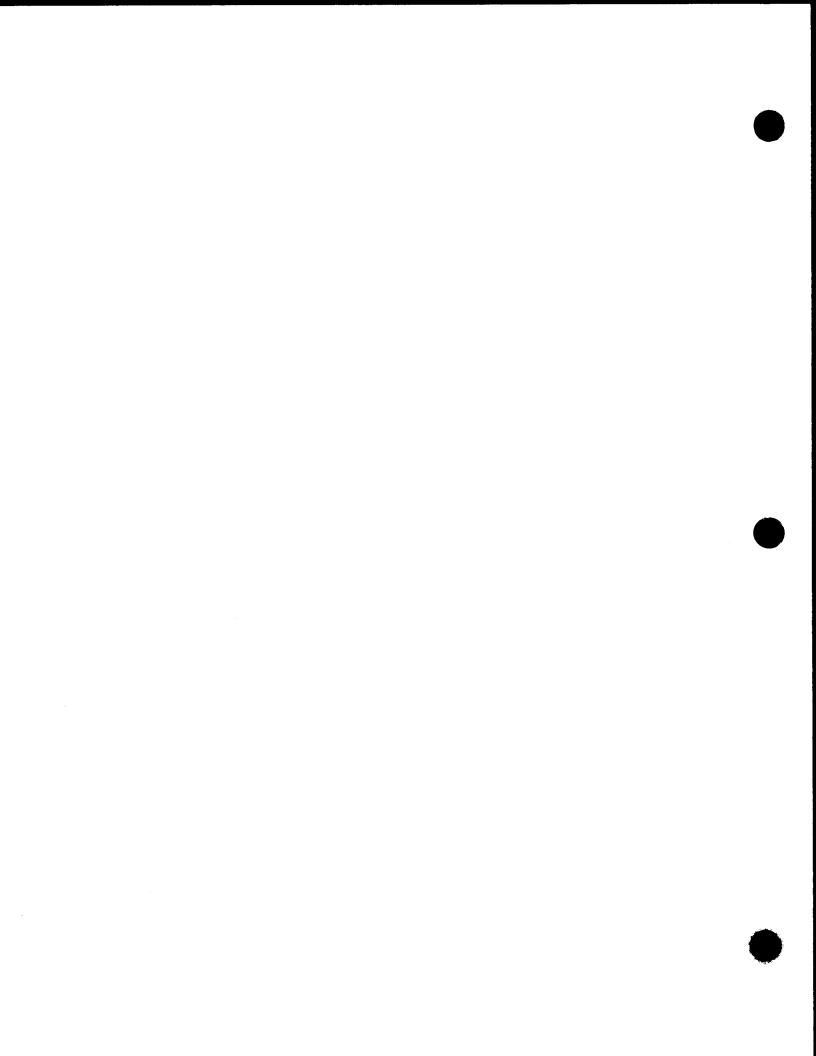
REPLACEMENT OF WATER MAINS AND APPURTENANCES IN LEVERETT AVENUE BETWEEN BROOKFIELD AVENUE AND COLON AVENUE

Together With All Work Incidental Thereto
BOROUGH OF STATEN ISLAND
CITY OF NEW YORK

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

**OCTOBER 27, 2016** 







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

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

**VOLUME 2 OF 3** 

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

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:



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

**OCTOBER 27, 2016** 

# PAID SICK LEAVE LAW CONTRACT RIDER

# Introduction and General Provisions

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. Contractors of the City of New York or of other governmental entities may be required to provide sick time pursuant to the PSLL.

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").

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

Contractor must notify the Agency Chief Contracting Officer of the City agency or other entity 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 agreement. Additionally, 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.

The PSLL is summarized below for the convenience of Contractor. Contractor is advised to review the PSLL and Rules in their entirety. On the website <a href="www.nyc.gov/PaidSickLeave">www.nyc.gov/PaidSickLeave</a> 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 Contractor can get more information about how to comply with the PSLL. Contractor acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

Pursuant to the PSLL and the Rules:

# Applicability, Accrual, and Use

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

<sup>&</sup>lt;sup>1</sup> Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code §20-912(g), such employer has the option of providing such employees uncompensated sick time.

be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than forty hours of sick time to an employee in any Year.

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 forty 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.

An employee entitled to sick time pursuant to the PSLL may use sick time for any of the following:

- 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;
- 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;
- closure of such employee's place of business by order of a public official due to a public health emergency; or
- such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

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.

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.

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.

# **Exemptions and Exceptions**

Notwithstanding the above, the PSLL does not apply to any of the following:

- an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;
- an employee covered by a valid collective bargaining agreement in effect on April 1,
   2014 until the termination of such agreement;
- 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;
- 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;
- 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;
- an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;
- 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
- a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

# 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.

# Notice of Rights

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.

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.

# 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.

# **Enforcement and Penalties**

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.

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.

# 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.

# HIRING AND EMPLOYMENT RIDER:

# HIRENYC AND REPORTING REQUIREMENTS

# Introduction

This Rider shall apply to all contracts for goods, services, and construction with a value of one million dollars (\$1,000,000.00) or more, provided, however, that certain requirements of the Rider shall only apply as indicated below. This Rider addresses the HireNYC process, including reporting obligations under the HireNYC process, and certain other reporting requirements imposed by law. In general, the HireNYC process under this Rider requires the Contractor to enroll with the HireNYC portal for the City of New York ("the City") found within the Department of Small Business Services's ("SBS") website, to disclose all entry to mid-level job opportunities described in this Rider arising from this contract and located in New York City, and to agree to interview qualified candidates from HireNYC for those opportunities.

# **HireNYC Requirements**

#### A. 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.

# B. Job Posting Requirements

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.

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.

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 and each anniversary date.

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 Rider shall be interpreted so as to require the Contractor to employ any particular worker.

In addition, the provisions of this Rider 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 Section A, above, and, if such positions subsequently become open, then the remaining provisions of this Rider will apply.

# C. Breach and Liquidated Damages

If the Contractor fails to comply with the terms of the contract and this Rider (1) by not enrolling its business with HireNYC; (2) by not informing HireNYC, as required, of open positions; or (3) by failing to interview a qualified candidate, the contracting agency may assess liquidated damages in the amount of two-thousand five hundred dollars (\$2,500.00) per breach. For all other events of noncompliance with the terms of this Rider, 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 Rider during the term of the contract, the City may hold the Contractor in default of this contract.

# **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.

# **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 or rule, 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 rule, or as otherwise requested by the City.

# **Construction Requirements**

Construction contractors shall comply with the HireNYC requirements set forth above for all non-trades jobs (e.g., for an administrative position arising out of the work of the contract and located in New York City) as set forth above.

In addition, construction contractors shall reasonably cooperate with SBS and the City on specific outreach events, including Hire on the Spot events, for the hiring of trades workers for the work of this contract.

Further, this contract shall be subject to a project labor agreement if so required elsewhere in this contract.

# **Federal Hiring Requirements**

The Contractor shall comply with all federal hiring requirements as may be set forth elsewhere in this contract, including, as applicable:

- 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.
- 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.

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# NEW YORK CITY STANDARD CONSTRUCTION CONTRACT (DEC. 2013) INSURANCE RIDER

The following provisions supersede the corresponding provisions in the December 2013 version of the New York City Standard Construction Contract:

- 1. Section 22.1.1(c) provides as follows:
  - 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 provided by the Agency in Schedule A. If the Work does not require such a permit, the minimum limits shall be those provided for in Schedule A.
- 2. Section 22.3.3 provides as follows:
  - 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; and (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number). All such Certificates of Insurance shall be accompanied by the required additional insured endorsements and 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.

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# **NOTICE TO BIDDERS**

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

Significant changes include the following:

# ARTICLE 11 DAMAGES CAUSED BY DELAYS

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

# ARTICLE 22 INSURANCE

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

# ARTICLE 26 EXTRA WORK

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

ARTICLE 37 LABOR LAW REQUIREMENTS

ARTICLE 38 PAYROLL REPORTS

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

## ARTICLE 70 ELECTRONIC FILING

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

# Other significant changes include the following:

# ARTICLE 7 INDEMNIFICATION

Changes have been made to the indemnification provisions.

ARTICLE14 FINAL ACCEPTANCE OF WORK
ARTICLE 44 SUBSTANTIAL COMPLETION PAYMENT

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

# ARTICLE 15 LIQUIDATED DAMAGES

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

# ARTICLE 17 SUBCONTRACTS

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

#### ARTICLE 19 SECURITY DEPOSIT

The provisions governing the return of bid deposits are clarified.

# ARTICLE 20 PAYMENT GUARANTEE

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

# ARTICLE 28 RECORDKEEPING FOR EXTRA OR DISPUTED WORK

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

#### ARTICLE 35 EMPLOYEES

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

# ARTICLE 38 PAYROLL REPORTS ARTICLE 77 RECORDS RETENTION

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

# ARTICLE 42 PARTIAL PAYMENTS

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

#### ARTICLE 62 TAX EXEMPTION

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

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# **CITY OF NEW YORK**

# DEPARTMENT OF DESIGN AND CONSTRUCTION DIVISION OF INFRASTRUCTURES

# **INFORMATION FOR BIDDERS**

**JUNE 2015** 

(NO TEXT ON THIS PAGE)

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

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# INFORMATION FOR BIDDERS

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

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

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

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

# 3. <u>Definitions</u>

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

# 4. <u>Invitation For Bids and Contract Documents</u>

- (A) Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of the Contract and the Invitation for Bids.
  - (1) All provisions required by law to be inserted in this Contract, whether actually inserted or not
  - (2) The Contract Drawings and Specifications
  - (3) The General Conditions, the General Requirements and the Special Conditions, if any
  - (4) The Contract
  - (5) The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and, if used, the Bid Booklet
  - (6) The Budget Director's Certificate; all Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed with the Work.
- (B) For particulars as to this procurement, including quantity and quality of the purchase, extent of the work or labor to be performed, delivery and performance schedule, and any other special instructions, prospective bidders are referred to the Invitation For Bids Documents. A copy of such documents can be obtained at the location set forth in Attachment 1.
- (C) <u>Deposit for Copy of Invitation For Bids Documents</u>: Prospective bidders may obtain a copy of the Invitation For Bids Documents by complying with the conditions set forth in the Notice of Solicitation. The deposit must be in the form of a check or money order made payable to the City of New York, and drawn upon a state or national bank or trust company, or a check of such bank or trust company signed by a duly authorized officer thereof.
- (D) Return of Invitation For Bids Documents: All Invitation For Bids Documents must be returned to the Department upon request. If the bidder elects not to submit a bid thereunder, the

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

- (E) <u>Return of Deposit</u>: Such deposit will be returned within 30 days after the award of the contract or the rejection of all bids as set forth in the advertisement, provided the Invitation For Bids Documents are returned to the location specified in Attachment 1, in physical condition satisfactory to the Commissioner.
- (F) <u>Additional Copies</u>: Additional copies of the Invitation For Bids Documents may be obtained, subject to the conditions set forth in the advertisement for bids.

# 5. Pre-Bid Conference

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

## 6. Agency Contact

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

#### 7. Bidder's Oath

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

# 8. Examination and Viewing of Site

- (A) Pre-Bidding (Investigation) Viewing of Site -Bidders must carefully view and examine the site of the proposed work, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions on, about or above the site relating to or affecting in any way the performance of the work to be done under the Contract which were or should have been indicated to a reasonably prudent bidder. To arrange a date for visiting the work site, bidders are to contact the Agency Contact person specified in Attachment 1.
- (B) Should the contractor encounter during the progress of the work subsurface conditions at the site materially differing from any shown on the Contract Drawings or indicated in the Specifications or such subsurface conditions as could not reasonably have been anticipated by the contractor and were not anticipated by the City, which conditions will materially affect the cost of the work to be done under the

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

# 9. Examination of Proposed Contract

- (A) Request for Interpretation or Correction: Prospective bidders must examine the Contract Documents carefully and before bidding must request the Commissioner in writing for an interpretation or correction of every patent ambiguity, inconsistency or error therein which should have been discovered by a reasonably prudent bidder. Such interpretation or correction, as well as any additional contract provisions the Commissioner may decide to include, will be issued in writing by the Commissioner as an addendum to the Contract, which will be transmitted to each person recorded as having received a copy of the Contract Documents from the Department. Transmission of such addendum will be by mail, e-mail, facsimile or hand delivery. Such addendum will also be posted at the place where the Contract Documents are available for the inspection of prospective bidders. Upon transmission as provided for herein, such addendum shall become a part of the Contract Documents, and binding on all bidders, whether or not actual notice of such addendum is shown.
- (B) Only Commissioner's Interpretation or Correction Binding: Only the written interpretation or correction so given by the Commissioner shall be binding, and prospective bidders are warned that no other officer, agent or employee of the City is authorized to give information concerning, or to explain or interpret, the Contract.
- (C) Documents given to a subcontractor for the purpose of soliciting the subcontractor's bid shall include either a copy of the bid cover sheet or a separate information sheet setting forth the project name, the Contract number (if available), the contracting agency and the Project's location.

# 10. Form of Bid

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

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

## 11. <u>Irrevocability of Bid</u>

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

# 12. Acknowledgment of Amendments

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

# 13. Bid Samples and Descriptive Literature

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

# 14. Proprietary Information/Trade Secrets

- (A) The bidder shall identify those portions of the bid which it deems to be confidential, proprietary information or trade secrets, and provide justification why such materials shall not be disclosed by the City. All such materials shall be clearly indicated by stamping the pages on which such information appears, at the top and bottom thereof with the word "Confidential". Such materials stamped "Confidential" must be easily separable from the non-confidential sections of the bid.
- (B) All such materials so indicated shall be reviewed by the Agency and any decision not to honor a request for confidentiality shall be communicated in writing to the bidder. For those bids which are unsuccessful, all such confidential materials shall be returned to the bidder. Prices, makes and model or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available after bid opening, regardless of any designation of confidentiality made by the bidder.

# 15. Pre-Opening Modification or Withdrawal of Bids

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

#### 16. Bid Evaluation and Award

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

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

# 17. Late Bids, Late Withdrawals and Late Modifications

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

# 18. Withdrawal of Bids.

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

# 19. Mistake in Bids

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

# (B) <u>Mistakes Discovered Before Award</u>

- (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:

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- (1) All otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the Agency Chief Contracting Officer cannot determine the reasonableness of the bid price, or no responsive bid has been received from a responsible bidder; or
- (2) In the judgment of the Agency Chief Contracting Officer, the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith.
- (D) When the Agency has determined that the Invitation for Bids is to be canceled and that use of negotiation is appropriate to complete the acquisition, the contracting officer may negotiate and award the Contract without issuing a new solicitation, subject to the following conditions:
  - (1) prior notice of the intention to negotiate and a reasonable opportunity to negotiate have been given by the contracting officer to each responsible bidder that submitted a bid in response to the Invitation for Bids;
  - (2) the negotiated price is the lowest negotiated price offered by a responsible bidder; and
  - (3) the negotiated price is lower than the lowest rejected bid price of a responsible bidder that submitted a bid in response to the Invitation for Bids.

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

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

# 23. Affirmative Action and Equal Employment Opportunity

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

# 24. VENDEX Questionnaires

- (A) Requirement: Pursuant to Administrative Code Section 6-116.2 and the PPB Rules, bidders may be obligated to complete and submit VENDEX Questionnaires. Generally, if this bid is \$100,000 or more, or if this bid when added to the sum total of all contracts, concessions and franchises the bidder has received from the City and any subcontracts received from City contractors over the past twelve months, equals or exceeds \$100,000, Vendex Questionnaires must be completed. If required, Vendex Questionnaires must be completed and submitted before any award of contract may be made or before approval is given for a proposed subcontractor. Non-compliance with these submission requirements may result in the disqualification of the bid, disapproval of a subcontractor, subsequent withdrawal of approval for the use of an approved subcontractor, or the cancellation of the contract after its award.
- (B) <u>Submission</u>: Vendex Questionnaires must be submitted directly to the Mayor's Office of Contract Services, ATTN: Vendex, 253 Broadway, 9th Floor, New York, New York 10007. In addition, the bidder must submit a Confirmation of Vendex Compliance to the agency. A form for this confirmation is set forth in the Bid Booklet.
- (C) Obtaining Forms: Vendex Questionnaires, as well as detailed instructions, may be obtained at <a href="https://www.nyc.gov/vendex">www.nyc.gov/vendex</a>. The bidder may also obtain Vendex forms and instructions by contacting the

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

# 25. Complaints About the Bid Process

The New York City Comptroller is charged with the audit of contracts in New York City. Any vendor who believes that there has been unfairness, favoritism or impropriety in the bid process should inform the Comptroller, Office of Contract Administration, One Centre Street, Room 835, New York, New York; telephone number (212)669-2797.

# 26. Bid, Performance and Payment Security

- (A) Bid Security: Each bid must be accompanied by bid security in an amount and type specified in Attachment 1 (page A-1 of the Bid Booklet). The bid security shall assure the City of New York of the adherence of the bidder to its proposal, the execution of the Contract, and the furnishing of Performance and Payment Bonds by the bidder, if required in Attachment 1. Bid security shall be returned to the bidder as follows:
  - (1) Within ten (10) days after the bid opening, the Comptroller will be notified to return the deposits of all but the three (3) lowest bidders. Within five (5) days after the award, the Comptroller will be notified to return the deposits of the remaining two unsuccessful bidders.
  - (2) Within five (5) days after the execution of the Contract and acceptance of the Contractor's bonds, the Comptroller will be notified to return the bid security of the successful bidder or, if performance and payment bonds are not required, only after the sum retained under Article 21 of the Contract equals the amount of the bid security.
  - (3) Where all bids are rejected, the Comptroller will be notified to return the deposit of the three (3) lowest bidders at the time of rejection.
- (B) Performance and Payment Security: Performance and Payment Security must be provided in an amount and type specified in Attachment 1 (page A-l of the Bid Booklet). The performance and payment security shall be delivered by the contractor prior to or at the time of execution of the Contract. If a contractor fails to deliver the required performance and payment security, its bid security shall be enforced, and an award of Contract may be made to the next lowest responsible and responsive bidder, or the contract may be rebid.
- (C) <u>Acceptable Types of Security</u>: Acceptable types of security for bids, performance, and payment shall be limited to the following:
  - (1) a one-time bond in a form satisfactory to the City;
  - (2) a bank certified check or money order;
  - (3) obligations of the City of New York; or
  - (4) other financial instruments as determined by the Office of Construction in consultation with the Comptroller.

Whenever the successful bidder deposits obligations of the City of New York as performance and payment security, the Comptroller may sell and use the proceeds thereof for any purpose for which the principal or surety on such bond would be liable under the terms of the Contract. If the money is deposited with the Comptroller, the successful bidder shall not be entitled to receive interest on such money from the City.

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

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

The Department of the Treasury of the United States advises that information concerning approved surety companies may be obtained as follows: (1) from the Government Printing Office at 202-512-1800; (2) through the Internet at <a href="http://www.fms.treas.gov/c570/index.html">http://www.fms.treas.gov/c570/index.html</a>, and (3) through a computerized public bulletin board, which can be accessed by using your computer modem and dialing 202-874-6887.

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

# 27. Failure to Execute Contract

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

# 28. <u>Bidder Responsibilities and Qualifications</u>

- (A) Bidders must include with their bids all information necessary for a determination of bidder responsibility, as set forth in the Specifications.
- (B) The Agency may require any bidder or prospective bidder to furnish all books of account, records, vouchers, statements or other information concerning the bidder's financial status for examination as may be required by the Agency to ascertain the bidder's responsibility and capability to perform the Contract. If required, a bidder must also submit a sworn statement setting forth such information as the Agency may require concerning present and proposed plant and equipment, the personnel and qualifications of his working organizations, prior experience and performance record.
- (C) Oral Examination on Qualifications: In addition thereto, and when directed by the Agency, the bidder, or a responsible officer, agent or employee of the bidder, must submit to an oral examination to be conducted by the Agency in relation to his proposed tentative plan and schedule of

operations, and such other matters as the Agency may deem necessary in order to determine the bidder's ability and responsibility to perform the work in accordance with the Contract. Each person so examined must sign and verify a stenographic transcript of such examination noting thereon such corrections as such person may desire to make.

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

# 29. Employment Report

In accordance with Executive Order No. 50 (1980) as modified by Executive Order 108 (1986), the filing of a completed Employment Report (ER) is a requirement of doing business with the City of New York for construction contractors with contracts of \$1,000,000 or more and subcontractors with construction subcontracts of \$750,000 or more. The required forms and information are included in the Bid Booklet.

## 30. Labor Law Requirements

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

#### 31. Insurance

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

# 32. <u>Lump Sum Contracts</u>

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

# 33. <u>Unit Price Contracts</u>

- (A) <u>Comparison of Bids</u>: Bids on Unit Price Contracts will be compared on the basis of a total estimated price, arrived at by taking the sum of the estimated quantities of such items, in accordance with the Engineer's Estimate of Quantities set forth in the Bid Schedule, multiplied by the corresponding unit prices, and including any lump sum bids on individual items.
- (B) 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 following forms, all of which are contained in the Bid Booklet, <u>are to be completed and submitted with the bid</u>:

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

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

- (4) Safety Questionnaire
- (5) Construction Employment Report (if bid is \$1,000,000 or more)
- (6) Contract Certificate (if bid is less than \$1,000,000)
- (7) Confirmation of Vendex Compliance
- (8) Special Experience Requirements (if applicable to this contract)
- (9) Apprenticeship Program Questionnaire (if applicable)

# FAILURE TO SUBMIT ITEMS (4) THROUGH (9) MAY RESULT IN THE DISQUALIFICATION OF THE BID.

### 39. Comptroller's Certificate

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

### 40. Procurement Policy Board Rules

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

### 41. DDC Safety Requirements

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

### CITY OF NEW YORK

# DEPARTMENT OF DESIGN AND CONSTRUCTION SAFETY REQUIREMENTS

June 2015

### THE DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS:

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

# City of New York Department of Design and Construction: Safety Requirements Safety and Site Support-Quality Assurance and Construction Safety

### I. POLICY ON SITE SAFETY

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

- U. S. Department of Labor 29 Code of Federal Regulations (CFR) Part 1926 and applicable Sub-parts of Part 1910 U.S. Occupational Safety and Health Administration (OSHA); New York State Department of Labor Industrial Code Rule 23 Protection in Construction, Demolition and Excavation;
- □ New York City Construction Codes, Title 28
- NYC Department of Transportation Title 34 Chapter 2 Highway Rules
- New York State Department of Labor Industrial Code Rule 16 NYCRR Part 753
- Title 15 of the Rules of the City of New York, Chapter 13 Citywide Construction Dust Mitigation
- ☐ Manual on Uniform Traffic Control Devices (MUTCD)
- Title 15 of the Rules of the City of New York, Chapter 28 Citywide Construction Noise Mitigation

### II. PURPOSE

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

### III. DEFINITIONS

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

Competent Person: As defined by OSHA, an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous, or dangerous to employees or the general public, and who has authorization to take prompt corrective measures to eliminate them.

Construction Safety Auditor: A representative of the QA&CS Construction Safety Unit who provides inspection and assessment services to enhance health and safety on all DDC construction projects. The activities of the Construction Safety Auditor include performing site surveys, reviewing health and safety plans, reviewing construction permits, and rendering technical advice and assistance to DDC Resident Engineers and Project Managers.

Construction Safety Unit: A part of QA&CS within the Division of Program Management/ Safety & Site Support that assesses contractor safety on DDC jobsites and advises responsible parties of needed corrective actions.

# City of New York Department of Design and Construction: Safety Requirements Safety and Site Support-Quality Assurance and Construction Safety

Construction Superintendent: A representative of the contractor responsible for overseeing performance of the required construction work. This individual must engage in sound construction practices, and is responsible to maintain a safe work site. In the case of a project involving the demolition, alteration or new construction of buildings, the Construction Superintendent must be licensed by the NYC Department of Buildings.

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

Daily Safety Job Briefing: Daily jobsite safety meetings, giving to all jobsite personnel by contractor, with the purpose of discussing project specific safety procedures for the scheduled construction work.

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

Job Hazard Analysis (JHA): A process of identifying the major job steps and any potential site-specific hazards that may be present during construction and establishing the means and methods to eliminate or control those hazards.

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

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

Project Safety Representative: The designated project safety representative shall have completed an authorized 30 hour OSHA Construction Safety Course and other safety training applicable to Contractor's/subcontractor's project work. Except in instances where a dedicated Project Safety Manager is required, a Project Safety Representative may also function as a superintendent, foreman or crew leader on the Project, but must have sufficient experience and authority to undertake corrective actions and must qualify to be a competent person. No work is to be performed on site when a Project Safety Representative is not present.

Project Safety Manager: A dedicated, full-time project safety manager may be a contractual requirement on large projects or projects deemed by DDC to be particularly high risk. This would be in addition or in lieu of a Contractor's Project Safety Representative. This individual shall not have any other assigned duties. This individual shall have received, at a minimum an authorized 30 hour OSHA Construction Safety Course. Other examples of acceptable training are OSHA Safety and Health Standards for the Construction Industry training program (OSHA 510), Certified Safety Professional (CSP), Certified Industrial Hygienist (CIH) or a degree/certificate in a safety and health from a college-level curriculum. A Project Safety Manager shall possess the additional training, years of experience, and skills necessary to

A Project Safety Manager shall possess the additional training, years of experience, and skills necessary to thoroughly understand the health and safety hazards and controls for large construction projects, including the full scope of the specific Work.

QA&CS - Quality Assurance and Construction Safety of the New York City Department of Design and Construction.

# City of New York Department of Design and Construction: Safety Requirements Safety and Site Support-Quality Assurance and Construction Safety

Resident Engineer (RE) / Construction Project Manager (CPM): Representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the work. (The RE/CPM may be a third-party consultant, including a Construction Management firm, retained by DDC)

Safety Program: Established by the Contractor that covers all operations of that Contractor and establishes the Contractor's overall safety policy, regulatory compliance plan and minimum safety standards. The Safety Program must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

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

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

Site Safety Plan: A site-specific safety plan developed by the Contractor for a specific project. The Site Safety Plan must identify hazards associated with the project, and include specific safety procedures and training appropriate and necessary to complete the work. The Site Safety Plan must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

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

Weekly Safety Meetings: Weekly documented jobsite safety meetings, given to all jobsite personnel by contractor, with the purpose of discussing general safety topics and job specific requirements encountered at the DDC work site.

Work: The construction required by the Contract Documents whether completed or partially completed, performed by the Contractor/ subcontractors. Work refers to the furnishing of labor, furnishing and incorporating materials and equipment into the construction and providing any service required by the Contract Documents to fulfill the Contractor's obligation to complete the Project.

### IV. RESPONSIBILITIES

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

### A. DDC or CM Resident Engineer / Construction Project Manager

- Monitors the issuance of safety-related permits, approvals and drawings and maintains copies on site.
- Monitors construction-related work activities to confirm that they are conducted in accordance with DDC policies and all applicable regulations that pertain to construction safety.
- Maintains documentation and periodically attends weekly safety meetings and daily safety job briefings.
- Notifies the Construction Safety Unit and the ACCO's Insurance and Risk Management Unit of
  project- related accidents and emergencies, as per DDC's Construction Safety Emergency and
  Accident Notification and Response Protocol.
- Gathers facts related to all accidents and prepares DDC Construction Accident Report.

# City of New York Department of Design and Construction: Safety Requirements Safety and Site Support—Quality Assurance and Construction Safety

- Notifies the Construction Safety Unit within two (2) hours of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB or others and forwards a copy of the inspection report within three days of its receipt.
- Monitors the conditions at the site for conformance with the contractor's Site Safety Plan and DDC construction documents.
- Notifies the contractor and DDC in the event that any condition or activity exists that is not in
  compliance with the contractor's Site Safety Plan, applicable federal, state or local codes or any
  condition that presents a potential risk of injury to the public or workers or possible damage to
  property.
- Notifies DDC of any unsafe or unhealthy condition and directs the contractor to provide such labor, materials, equipment and supervision to abate such conditions.
- Escort and assist QA&CS Construction Safety Auditors during the field and record inspections.
- Reports emergency conditions to the Construction Safety Unit immediately.

### **B.** Contractors

- Submit a completed Safety Questionnaire and other safety performance related documentation with its bid or as part of a pre-qualification package.
- Complete a written Job Hazard Analysis (JHA) that identifies safety hazards for project specific work
  tasks and hazard control methods. A written JHA shall be available at the site for reference and
  included in the Site Safety Plan submitted by the contractor.
- Submit a Site Safety Plan and Safety Program within 30 days from the Award Date or as otherwise
  directed. The Site Safety Plan and Safety Program are subject to review and acceptance by the
  Construction Safety Unit prior to the commencement of work at the site. The Site Safety Plan shall be
  revised and updated as necessary.
- Develop project specific safety procedures to protect general public during all construction activities for the duration of the project.
- Ensure that all employees are aware of the hazards associated with the project through documented
  formal and informal training and/or other communications. Conduct and document weekly safety
  meetings and daily job briefing sessions for the duration of the project. Documentation to be provided
  to the RE/CPM on a monthly basis.
- Name the Project Safety Representative and Project Safety Manager, if required. The Contractor will
  be required to identify the Project Safety Representative and Project Safety Manager in the Site Safety
  Plan. Resumes, outlining the qualification and experience for the Project Safety Representative and
  Project Safety Manager, shall be available upon request. DDC reserves the right to request that the
  Contractor replace any Project Safety Representative or Project Safety Manager for any reason at any
  time during the project.
- Name a Competent Person(s), The Contractor will be required to identify a Competent Person(s) in the Site Safety Plan.
- Comply with all mandated federal, state and local safety and health rules and regulations.
- Comply with all provisions of the Site Safety Plan.
- Conduct applicable safety training prior to the commencement of work at the site. All training records (OSHA 10-hour, flagger, scaffold, fall protection, confined space entry, etc.) shall be provided to the RE/CPM prior to mobilization, included in the Site Safety Plan, kept current during the course of the project, and available for review. Prior to performing any work on DDC project all employees shall have successfully completed, within the previous five calendar years, a 10 Hour OSHA construction safety course.
- As part of the Site Safety Plan, prepare a site specific programs and plans, such as MPT plan, steel
  erection plan, confined space program, fall protection plan, demolition plan, etc. (if not otherwise
  provided in the contract documents) and comply with all of its provisions.
- Conduct and document site-specific safety orientation for Contractor personnel to review the hazards associated with the project as identified in the Site Safety Plan and the specific safety procedures and

# City of New York Department of Design and Construction: Safety Requirements Safety and Site Support—Quality Assurance and Construction Safety

controls that will be used to protect workers, the general public and property. The Project Safety Representative and/or Project Safety Manager will conduct this training prior to mobilization and provide documentation to the RE/CPM.

- Provide, replace and adequately maintain at or around the project site, suitable and sufficient signage, lights, barricades and enclosures (fences, sidewalk sheds, netting, bracing, etc.).
- Report unsafe or unhealthy conditions to the RE/CPM as soon as practical, but no more than 24 hours after discovery, and take prompt actions to remove or abate such conditions.
- Report any accidents involving injuries to workers or the general public, as well as property damage, to the RE/CPM within one (1) hour.
- Following an accident, the Contractor shall not remove or alter any equipment, structure, material, or
  evidence related to the accident. Exception: Immediate emergency procedures taken to secure
  structures, temporary construction, operations, or equipment that pose a continued imminent danger or
  facilitate assistance for persons who are trapped or who have sustained bodily injury.
- Notify the RE/CPM within one (1) hour of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB or others.
- Maintain all records pertaining to all required compliance documents and accident and injury reports.
- Address DDC recommendations on safety, which shall in no way relieve the Contractor of its responsibilities for safety on the project. The Contractor has sole responsibility for safety.

### V. SAFETY QUESTIONNAIRE

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

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

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

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

Criteria 3: Any willful violations issued by OSHA or NYC DOB within the last three (3) years; and Criteria 4: A fatality (worker or member of public) and injuries, requiring OSHA notification,

experienced on or near Contractor's worksite within the last three (3) years; and

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

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

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

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

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### VI. SAFETY PROGRAM AND SITE SAFETY PLAN

Within thirty (30) days from the Award Date, or as otherwise directed, the Contractor shall submit the following: (1) Safety Program, and (2) Site Safety Plan. The Safety Program shall set forth the Contractor's overall safety policy, regulatory compliance plan and minimum safety standards. The Site Safety Plan shall identify project work scope, safety hazards associated with the project tasks, and include specific safety procedures and training appropriate and necessary to complete the work. The Safety Program and the Site Safety Plan are subject to review and acceptance by the Construction Safety Unit prior to the commencement of work at the site. Failure by the Contractor to submit an acceptable Site Safety Plan and Safety Program shall be grounds for default.

Safety Program: Corporate Safety Program established by the Contractor that includes the Contractor's overall safety policy, regulatory compliance plan and basic safety procedures covering all aspects of construction operations, performed by the Contractor. The Safety Program shall be a written document with a separate section describing each element of the Safety Program. The Safety Program shall have at minimum the following elements applicable to the Contractor's operations:

- Responsibility and Organization Contractor's company organization chart, including titles, names, contact information, roles and responsibilities for key personnel, etc.
- Safety Training Program Contractor's corporate training program.
- Hazard Corrective Actions Criteria for safety inspections, identification of safety noncompliances, implementation and verification of corrective actions, forms to document safety inspections results, etc.
- Accident/Exposure Investigation
- Recordkeeping and Reporting Injuries Responsible staff; reporting and recording criteria; OSHA 300 and 300A form completion, etc.
- Fire Protection and Prevention Program
- Housekeeping
- Illumination
- Sanitation
- Personal Protective Equipment (PPE) Company policy for the use of head protection, foot protection, hearing protection, eye and face protection, protective clothing, and any additional protective equipment based on work tasks; PPE inspection and replacement policy.
- Hazard Communication Program
- Employee Emergency Action Plan
- Protection of Underground Facilities and Utilities
- Ionizing/Nonionizing Radiation
- Material Handling, Storage, Use and Disposal
- Tools Hand and Power
- Signs, Signals, and Barricades
- Scaffold Local Law 52 requirements, installation, use, inspection, dismantling, training and general safety requirements.

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- Welding and Cutting
- Electrical Safety
- Fall Protection
- Cranes, Derrick, Hoists, Elevators, Conveyors
- Excavation Safety
- Concrete and Masonry Construction
- Maintenance and Protection of Traffic
- Steel Erection
- Demolition
- Blasting and the Use of Explosives
- Stairways and Ladders

# City of New York Department of Design and Construction: Safety Requirements Safety and Site Support- Quality Assurance and Construction Safety

- Toxic and Hazardous Substances
- Alcohol and Drug Abuse Policy
- Rodents and Vermin
- Occupational Noise Exposure
- Confined Space Program General confined Space Program: training requirements, confined space hazard evaluation procedure, atmospheric testing procedure, confined space classification, permit-required procedure, communication procedure, rescue procedure, forms, etc.
- Construction Vehicles/Heavy Equipment
- Dust Control Procedures

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

- Project Work Scope Detailed information regarding work tasks that will be performed by contractor and subcontractors under the project.
- Responsibility and Organization Contractor's organization chart with responsible staff for the project, including titles, names, contact information, roles and responsibilities.
- Safety Training and Education OSHA 10 Hours training, requirements for daily safety briefings and weekly safety meetings, any work task specific training, responsible staff for implementation of training program for the project.
- Job Hazard Analysis (JHA) Project specific Job Hazard Analysis including work tasks, identified hazards, hazard control methods (administrative, engineering, PPE), contractor's name, project id, location, name and signature of a certifying person, hazard assessment date.
- Protection of Public
- Hazard Corrective Actions Responsible staff, forms, frequency of safety inspections and implementation of corrective actions.
- Accident/Exposure Investigation Accident/incident notification procedure of DDC project staff. Project specific procedures for accident investigation and implementation of corrective actions.
- First Aid and Medical Attention Responsible staff, location and inspection of First Aid kit, directions to local hospitals; emergency telephone numbers.
- Project Specific Fire Protection and Prevention Program.
- Project Specific Illumination Procedure.
- Project Specific Sanitation Procedure.
- Personal Protective Equipment (PPE)
- Hazard Communication Program Responsible staff; training; SDS records, project specific list of chemical; location of the program and SDS records.
- Means of Egress Information regarding free and unobstructed egress from all parts of the building or structure; exit marking; maintenance of means of egress, etc.
- Employee Emergency Action Plan Project specific: responsible staff, emergency alarm system, evacuation procedure, procedure to account for employees after evacuation, etc.
- Evacuation Plan Project specific evacuation plan (drawing/scheme) with exists and evacuation routes.
- Protection of Underground Facilities and Utilities, including responsible staff.
- Ionizing/Nonionizing Radiation Competent person, license and qualification requirements, type of radiation, employees exposure and protection, etc.
- Material Handling, Storage, Use and Disposal Project specific information regarding material storage and disposal.
- Signs, Signals, and Barricades Use of danger/warning signs, sidewalk closure, safety instruction signs, pedestrian fencing and barricades, etc.
- Scaffold Project specific scaffold types, training, scaffold drawings, competent person, criteria for project specific scaffold, falling object protection.

# City of New York Department of Design and Construction: Safety Requirements Safety and Site Support—Quality Assurance and Construction Safety

- Welding and Cutting project specific procedure for welding and cutting, including all necessary safety requirements such as fire prevention, personal protective equipment, hot work permits, FDNY certificate requirements.
- Fall Protection Project specific information regarding selected fall protection systems, fall protection plan.
- Cranes, Derrick, Hoists, Elevators, Conveyors project specific equipment information including type, rated load capacity, manufacture specification requirements, competent person, exposure to falling load, inspection, recordkeeping, clearance requirements, communication procedure, ground lines, permits.
- Excavation Safety Competent person, project specific protective system.
- Maintenance and Protection of Traffic Plan Project specific MPT plan, flagmen training.
- Steel Erection Site specific erection plan, requirements for applicable written notifications, competent person.
- Demolition Engineering survey, including written evidence, disconnection of all effected utilities, identification of all hazardous chemicals, materials, gases, etc., floor openings, chutes, inspection and maintenance of all stairs/passageways, removal of materials/debris/structural elements, lock out/tag out, competent person.
- Blasting and the Use of Explosives Project specific safety procedures, warning signs, training/qualification, transportation, storage and use of explosives, inspection.
- Toxic and Hazardous Substances Safety procedures for substances to be used on project.
- Noise Mitigation Plan Completed project specific Noise Mitigation Plan.
- Confined Space Program Project specific Confined Space Program, responsible staff, training records, equipment information, rescue procedure, list of project specific confined spaces, forms.
- Construction Vehicles/Heavy Equipment Type of construction vehicles/heavy equipment to be used on site.
- Dust Mitigation Plan Completed project specific Dust Mitigation Plan.

The most critical component of the Site Safety Plan is the Job Hazard Analysis (JHA) section. The JHA form is a written document prepared by the contractor. The contractor must conduct a site and task assessment JHA to identify the major job steps and any potential safety or environmental hazards related to performance of the work, eliminate or implement controls for the potential hazards, and identify proper personal protective equipment for the task. The JHA shall be communicated to all contractor/subcontractor personnel on site.

The initial Job Hazard Assessment form shall be included in the contractor's Site Safety Plan and the current form shall be available at the construction site for reference.

Certain DDC programs, such as Job Order Contracting System (JOCS), may not necessarily require Site Safety Plans. The JOCS contractor shall submit a Safety Program. The Site Safety Plan requirement for the JOCS contractor will be determined by QA&CS based on a project work scope, construction activities and project location. In addition, certain DDC Operating Units may establish client-specific program or safety requirements. The contractor's Site Safety Plan must address such client-specific program or safety requirements.

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

RE/CPM shall invite QA&CS Construction Safety Unit to the construction kick-off meeting. A QA&CS representative will participate in this meeting with the Contractor and RE/CPM prior to the start of the project for the purpose of:

- A. Reviewing the safety issues detailed in the contract.
- B. Reviewing the Site Safety Plan.
- C. Reviewing any new issues or information that was not previously addressed.
- D. Discussing planned inspections and audits of the site by QA&CS personnel.

# City of New York Department of Design and Construction: Safety Requirements Safety and Site Support—Quality Assurance and Construction Safety

### VIII. EVALUATION DURING WORK IN PROGRESS

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

- A. Use of a safety checklist by a representative of the Construction Safety Unit or other designated DDC representative or Consultant during regular, unannounced inspections of the job site. Field Exit Conferences will be held with the RE/CPM, Contractor Project Safety Representatives.
- B. The RE/CPM will continually monitor the safety and environmental performance of the contractor's employees and work methods. Deficiencies shall be brought to the attention of the contractor's representative on site for immediate correction. The DDC representative will maintain a written record of these deficiencies and have these records available upon request. Any critical deficiencies shall be immediately reported to QA&CS phone# (718) 391-1624 or (718) 391-1911.
- C. If the Contractor's safety performance during the project is not up to DDC standards (safety performance measure, accident/incident rate, etc.) the Director QA&CS, or his/her designee will meet with the Contractor's Project Safety Representative and or Project Safety Manager, the DDC Project Manager, the RE/CPM, and the DDC Environmental Specialist (if environmental issues are involved). The purpose of this meeting is to 1) determine the level of non-compliance; 2) explain and clarify the safety/environmental provisions; 3) agree on a future course of action to correct the deficiencies.
- D. If the deficiencies continue to occur with inadequate attention by the contractor, this shall, among other remedies available, be grounds for default.
- E. The contractor shall within I hour inform the RE/CPM/CM of all accidents/incidents including all fatalities, any injuries to employees or members of the general public, and property damage (e.g., structural damage, equipment rollovers, utility damage, loads dropped from crane). The RE/CPM shall notify the Construction Safety Unit as per DDC's Construction Safety Emergency and Accident Notification and Response Protocol and shall maintain a record of all contractor accidents/incidents for the project.
- F. The Construction Safety Unit shall be notified within two (2) hours of the start of any NYS-DOL/NYC-COSH/OSHA/EPA inspections.

### IX. SAFETY PERFORMANCE EVALUATION

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

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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 <a href="https://www.dep.nyc.gov">www.dep.nyc.gov</a> or by contacting the City Agency letting this Contract.
- 5.4.2(e) The requirements of this Article 5.4.2 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.

### 5.4.3 Best Available Technology

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

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

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

### 5.4.5 Compliance

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

### 5.4.6 Reporting

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

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

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

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

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

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

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

### **ARTICLE 6. INSPECTION**

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

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

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

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

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

# CHAPTER III TIME PROVISIONS

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

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

### ARTICLE 9. PROGRESS SCHEDULES

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

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

### ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

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

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

- 11.1 After the commencement of any condition which is causing or may cause a delay in completion of the Work, including conditions for which the Contractor may be entitled to an extension of time, the following notifications and submittals are required:
  - 11.1.1 Within seven (7) Days after the commencement of such condition, the Contractor must notify the Engineer in writing of the existence, nature and effect of such condition upon the approved progress schedule and the Work, and must state why and in what respects, if any, the condition is causing or may cause a delay.

- 11.1.2 If the Contractor shall claim to be sustaining damages for delay as provided for in this Article 11, within forty-five (45) Days from the time such damages are first incurred, and every thirty (30) Days thereafter for as long as such damages are being incurred, the Contractor shall submit to the Commissioner verified written statements of the details and the amounts of such damages, together with documentary evidence of such damages, ("statement of delay damages") as further detailed in Article 11.6. The Contractor may submit any of the above statements within such additional time as may be granted by the Commissioner in writing upon written request therefor. On failure of the Contractor to strictly comply with all of the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the Contractor may claim in any action arising under or by reason of this Contract shall not be different from or in excess of the statements made and documentation provided pursuant to this Article 11.
- 11.1.3 Within 60 days of submission of the final verified statement of claims pursuant to Article 44, the Commissioner shall make a determination as to whether a compensable delay has occurred and, if so, the amount of compensation due the Contractor. Notwithstanding the above, the Commissioner may make a determination as to whether a compensable delay has occurred at any time after the Contractor's first submission of a statement of delay damages provided, however, that the amount of compensation due to the Contractor will not be determined until the Commissioner determines that the Work is delayed after the date set for substantial completion.
- 11.2 Failure of the Contractor to strictly comply with the requirements of Article 11.1.1 may, in the discretion of the Commissioner, be deemed sufficient cause to deny any extension of time on account of delay arising out of such condition. Failure of the Contractor to strictly comply with the requirements of Articles 11.1.1 and 11.1.2 shall be deemed a conclusive waiver by the Contractor of any and all claims for damages for delay arising from such condition and no right to recover on such claims shall exist.
- 11.3 When appropriate and directed by the **Engineer**, the progress schedule shall be revised by the **Contractor** until finally approved by the **Engineer**. The revised progress schedule must be strictly adhered to by the **Contractor**.

### 11.4 Compensable Delays

- 11.4.1 The Contractor agrees to make claim only for additional costs attributable to delay in the performance of this Contract necessarily extending the time for completion of the Work or resulting from acceleration directed by the Commissioner and required to maintain the Project schedule, occasioned solely by any act or omission to act of the City listed below. The Contractor also agrees that delay from any other cause shall be compensated, if at all, solely by an extension of time to complete the performance of the Work.
  - 11.4.1.1 The failure of the City to take reasonable measures to coordinate and progress the Work, except that the City shall not be responsible for the Contractor's obligation to coordinate and progress the Work of its Subcontractors.
  - 11.4.1.2 Extended delays attributable to the City in the review or issuance of change orders, in shop drawing reviews and approvals or as a result of the cumulative impact of multiple change orders, which have a verifiable impact on **Project** costs.
  - 11.4.1.3 The unavailability of the Site for an extended period of time that significantly affects the scheduled completion of the Contract.

- 11.4.1.4 The issuance by the **Engineer** of a stop work order relative to a substantial portion of the **Work** for a period exceeding thirty (30) **Days**, that was not brought about through any action or omission of the **Contractor**.
- 11.4.1.5 Differing site conditions that were neither known nor reasonably ascertainable on a pre-bid inspection of the Site or review of the bid documents or other publicly available sources, and that are not ordinarily encountered in the **Project's** geographical area or neighborhood or in the type of **Work** to be performed.
- 11.4.1.6 Delays caused by the City's bad faith or its willful, malicious, or grossly negligent conduct;
- 11.4.1.7 Delays not contemplated by the parties;
- 11.4.1.8 Delays so unreasonable that they constitute an intentional abandonment of the **Contract** by the **City**; and
- 11.4.1.9 Delays resulting from the City's breach of a fundamental obligation of the Contract.
- 11.4.2 No claim may be made for any alleged delay in Substantial Completion of the Work by a date earlier than the date of Substantial Completion provided for in Schedule A unless there is a provision in the Contract providing for additional compensation for early completion. No claim may be made for any alleged delay in Substantial Completion of the Work if the work is substantially completed by the date of Substantial Completion provided for in Schedule A unless acceleration has been directed by the Commissioner to meet the date of Substantial Completion set forth in Schedule A.
- 11.4.3 The provisions of this Article 11 apply only to claims for additional costs attributable to delay and do not preclude determinations by the **Commissioner** allowing reimbursements for additional costs for **Extra Work** pursuant to Articles 25 and 26 of this **Contract**. To the extent that any cost attributable to delay is reimbursed as part of a change order, no additional claim for compensation under this Article 11 shall be allowed.
- 11.5 Non-Compensable Delays. The **Contractor** agrees to make no claim for, and is deemed to have included in its bid prices for the various items of the **Contract**, the extra/additional costs attributable to any delays caused by or attributable to the items set forth below. For such items, the **Contractor** shall be compensated, if at all, solely by an extension of time to complete the performance of the **Work**, in accordance with the provisions of Article 13. Such extensions of time will be granted, if at all, pursuant to the grounds set forth in Article 13.3.
  - 11.5.1 The acts or omissions of any third parties, including but not limited to Other Contractors, public/ governmental bodies (other than City Agencies), utilities or private enterprises, who are disclosed in the Contract Documents or are ordinarily encountered or generally recognized as related to the Work;
  - 11.5.2 Any situation which was within the contemplation of the parties at the time of entering into the Contract, including any delay indicated or disclosed in the Contract Documents or generally recognized as related to the nature of the Work, and/or the existence of any facility or appurtenance owned, operated or maintained by any third party, as indicated or disclosed in the Contract Documents or ordinarily encountered or generally recognized as related to the nature of the Work;
  - 11.5.3 Restraining orders, injunctions or judgments issued by a court which were caused by a Contractor's submission, action or inaction or by a Contractor's Means and Methods of

Construction, or by third parties, unless such order, injunction or judgment was the result of an action or omission by the City;

- 11.5.4 Any labor boycott, strike, picketing, lockout or similar situation;
- 11.5.5 Any shortages of supplies or materials, or unavailability of equipment, required by the Contract Work;
- 11.5.6 Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God, or acts of war or of the public enemy or terrorist acts, including the City's reasonable responses thereto; and
- 11.5.7 Extra Work which does not significantly affect the overall completion of the Contract, reasonable delays in the review or issuance of change orders or field orders and/or in shop drawing reviews or approvals.
- 11.6 Required Content of Submission of Statement of Delay Damages
  - 11.6.1 In the verified written statement of delay damages required by Article 11.1.2, the following information shall be provided by the **Contractor**:
    - 11.6.1.1 For each delay, the start and end dates of the claimed periods of delay and, in addition, a description of the operations that were delayed, an explanation of how they were delayed, and the reasons for the delay, including identifying the applicable act or omission of the City listed in Article 11.4.
    - 11.6.1.2 A detailed factual statement of the claim providing all necessary dates, locations and items of **Work** affected by the claim.
    - 11.6.1.3 The amount of additional compensation sought and a breakdown of that amount into categories as described in Article 26.2, subject to the limitations set forth in Article 11.7.
    - 11.6.1.4 Any additional information requested by the **Commissioner**.

### 11.7 Recoverable Costs

- 11.7.1 Delay damages may be recoverable for the following costs actually and necessarily incurred in the performance of the Work:
  - 11.7.1.1 Direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits, based on time and materials records;
  - 11.7.1.2 Necessary materials (including transportation to the Site), based on time and material records;
  - 11.7.1.3 Reasonable rental value of necessary plant and equipment other than small tools, plus fuel/energy costs according to the applicable formula set forth in Articles 26.2.4 and/or 26.2.8, based on time and material records;
  - 11.7.1.4 Insurance and bond costs;
  - 11.7.1.5 Extended field office costs:
  - 11.7.1.6 Extended Site overhead; and
  - 11.7.1.7 Extended home office overhead.
- 11.7.2 Recoverable Subcontractor Costs. When the Work is performed by a Subcontractor, the Contractor may be paid the actual and necessary costs of such subcontracted Work as outlined above in Articles 11.7.1.1 through 11.7.1.6, and an

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

- 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:
  - 11.7.3.1Profit, or loss of anticipated or unanticipated profit;
  - 11.7.3.2Consequential damages, including but not limited to interest on monies in dispute, including interest which is paid on such monies, loss of bonding capacity, bidding opportunities, or interest in investment, or any resulting insolvency;
  - 11.7.3.3 Indirect costs or expenses of any nature;
  - 11.7.3.4 Direct or indirect costs attributable to performance of Work where the Contractor, because of situations or conditions within its control, has not progressed the Work in a satisfactory manner; and
  - 11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.
- 11.8 Determinations under this Article 11 are not subject to the jurisdiction of the Contract Dispute Resolution Board pursuant to the dispute resolution process set forth in Article 27.
- 11.9 If the parties agree, pursuant to Article 11.1.3 above, that a compensable delay has occurred and agree on the amount of compensation, payment may be made pursuant to a written change order. Payment pursuant to such change order is subject to pre-audit by the Engineering Audit Officer, and may be post-audited by the Comptroller and/or the Agency.

### ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

- 12.1 During the progress of the Work, Other Contractors may be engaged in performing other work or may be awarded other contracts for additional work on this Project. In that event, the Contractor shall coordinate the Work to be done hereunder with the work of such Other Contractors and the Contractor shall fully cooperate with such Other Contractors and carefully fit its own Work to that provided under other contracts as may be directed by the Engineer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any Other Contractors.
- 12.2 If the Engineer determines that the Contractor is failing to coordinate its Work with the work of Other Contractors as the Engineer has directed, then the Commissioner shall have the right to withhold any payments otherwise due hereunder until the Contractor completely complies with the Engineer's directions.
- 12.3 The Contractor shall notify the Engineer in writing if any Other Contractor on this Project is failing to coordinate its work with the Work of this Contract. If the Engineer finds such charges to be true, the Engineer shall promptly issue such directions to the Other Contractor with respect thereto as the situation may require. The City shall not, however, be liable for any damages suffered by any Other Contractor's failure to coordinate its work with the Work of this Contract or by reason of the Other Contractor's failure to promptly comply with the directions so issued by the Engineer, or by reason of any Other Contractor's default in performance, it being understood that the City does not guarantee the responsibility or continued efficiency of any contractor. The Contractor agrees to make no claim against CITY OF NEW YORK

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the City for any damages relating to or arising out of any directions issued by the Engineer pursuant to this Article 12 (including but not limited to the failure of any Other Contractor to comply or promptly comply with such directions), or the failure of the Engineer to issue any directions, or the failure of any Other Contractor 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 has inspected the Work and has made a written determination that it is substantially complete.
  - 14.2.2 Approval of Final Approved Punch List and Date for Final Acceptance: Following inspection of the Work, the Engineer shall furnish the Contractor with a final punch list, specifying all items of Work to be completed and proposing dates for the completion of each specified item of Work. The Contractor shall then submit in writing to the Engineer within ten (10) Days of the Engineer furnishing the final punch list either acceptance of the dates or proposed alternative dates for the completion of each specified item of Work. If the Contractor proposes alternative dates, then, within a reasonable time after receipt, the Engineer, in a written notification to the Contractor, shall approve the Contractor's completion dates or, if they are unable to agree, the Engineer shall establish dates for the completion of each item of Work. If the Contractor neither accepts the dates nor proposes alternative dates within ten (10) Days, the schedule proposed by the Engineer shall be deemed accepted. The latest completion date specified shall be the date for Final Acceptance of the Work.
- 14.3 Date of Substantial Completion. The date of approval of the Final Approved Punch List, shall be the date of Substantial Completion. The date of approval of the Final Approved Punch List shall be either (a) if the Contractor approves the final punch list and proposed dates for completion furnished by the Engineer, the date of the Contractor's approval; or (b) if the Contractor neither accepts the dates nor proposes alternative dates, ten (10) Days after the Engineer furnishes the Contractor with a final punch list and proposed dates for completion; or (c) if the Contractor proposes alternative dates, the date that the Engineer sends written notification to the Contractor either approving the Contractor's proposed alternative dates or establishing dates for the completion for each item of Work.
- 14.4 Determining the Date of Final Acceptance: The Work will be accepted as final and complete as of the date of the Engineer's inspection if, upon such inspection, the Engineer finds that all items on the Final Approved Punch List are complete and no further Work remains to be done. The Commissioner will then issue a written determination of Final Acceptance.

- 14.5 Request for Inspection: Inspection of the Work by the Engineer for the purpose of Substantial Completion or Final Acceptance shall be made within ten (10) Days after receipt of the Contractor's written request therefor.
- 14.6 Request for Re-inspection: If upon inspection for the purpose of Substantial Completion or Final Acceptance, the Engineer determines that there are items of Work still to be performed, the Contractor shall promptly perform them and then request a re-inspection. If upon re-inspection, the Engineer determines that the Work is substantially complete or finally accepted, the date of such re-inspection shall be the date of Substantial Completion or Final Acceptance. Re-inspection by the Engineer shall be made within ten (10) Days after receipt of the Contractor's written request therefor.
- 14.7 Initiation of Inspection by the Engineer: If the Contractor does not request inspection or reinspection of the Work for the purpose of Substantial Completion or Final Acceptance, the Engineer may initiate such inspection or re-inspection.

#### **ARTICLE 15. LIQUIDATED DAMAGES**

- 15.1 In the event the Contractor fails to substantially complete the Work within the time fixed for such Substantial Completion in Schedule A of the General Conditions, plus authorized time extensions, or if the Contractor, in the sole determination of the Commissioner, has abandoned the Work, the Contractor shall pay to the City the sum fixed in Schedule A of the General Conditions, for each and every Day that the time consumed in substantially completing the Work exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of delay in the Substantial Completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such delay, and not as a penalty. This Article 15 shall also apply to the Contractor whether or not the Contractor is defaulted pursuant to Chapter X of this Contract. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the City may have against the Contractor for either actual or liquidated damages.
- 15.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the City's right to indemnification, or the Contractor's obligation to indemnify the City, or to any other remedy provided for in this Contract or by Law.
- 15.3 The Commissioner may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

#### ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

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

- 16.1.2 the Contractor shall be relieved of its absolute obligation to protect such part of the unfinished Work in accordance with Article 7;
- 16.1.3 the Contractor's guarantee on such part of the Work shall begin on the date of such use by the City; and;
- 16.1.4 the Contractor shall be entitled to a return of so much of the amount retained in accordance with Article 21 as it relates to such part of the Work, except so much thereof as may be retained under Articles 24 and 44.

# CHAPTER IV SUBCONTRACTS AND ASSIGNMENTS

# **ARTICLE 17. SUBCONTRACTS**

- 17.1 The Contractor shall not make subcontracts totaling an amount more than the percentage of the total Contract price fixed in Schedule A of the General Conditions, without prior written permission from the Commissioner. All subcontracts made by the Contractor shall be in writing. No Work may be performed by a Subcontractor prior to the Contractor entering into a written subcontract with the Subcontractor and complying with the provisions of this Article 17.
- 17.2 Before making any subcontracts, the Contractor shall submit a written statement to the Commissioner giving the name and address of the proposed Subcontractor; the portion of the Work and materials which it is to perform and furnish; the cost of the subcontract; the VENDEX questionnaire if required; the proposed subcontract if requested by the Commissioner; and any other information tending to prove that the proposed Subcontractor has the necessary facilities, skill, integrity, past experience, and financial resources to perform the Work in accordance with the terms and conditions of this Contract.
- 17.3 In addition to the requirements in Article 17.2, Contractor is required to list the Subcontractor in the web based Subcontractor Reporting System through the City's Payee Information Portal (PIP), available at <a href="https://www.nyc.gov/pip.">www.nyc.gov/pip.</a> 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.

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

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

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

#### **ARTICLE 18. ASSIGNMENTS**

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

# CHAPTER V CONTRACTOR'S SECURITY AND GUARANTEE

# ARTICLE 19. SECURITY DEPOSIT

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

# **ARTICLE 20. PAYMENT GUARANTEE**

- 20.1 On Contracts where one hundred (100%) percent performance bonds and payment bonds are executed, this Article 20 does not apply.
- 20.2 In the event the terms of this Contract do not require the Contractor to provide a payment bond or where the Contract does not requite a payment bond for one hundred (100%) percent of the Contract price, the City shall, in accordance with the terms of this Article 20, guarantee payment of all lawful claims for:
  - 20.2.1 Wages and compensation for labor performed and/or services rendered; and
  - 20.2.2 Materials, equipment, and supplies provided, whether incorporated into the Work or not, when demands have been filed with the City as provided hereinafter by any person, firm, or corporation which furnished labor, material, equipment, supplies, or any combination thereof, in connection with the Work performed hereunder (hereinafter referred to as the "beneficiary") at the direction of the City or the Contractor.
  - 20.3 The provisions of Article 20.2 are subject to the following limitations and conditions:

- 20.3.1 If the Contractor provides a payment bond for a value that is less than one hundred (100%) percent of the value of the Contract Work, the payment bond provided by the Contractor shall be primary (and non-contributing) to the payment guarantee provided under this Article 20.
- 20.3.2 The guarantee is made for the benefit of all beneficiaries as defined in Article 20.2 provided that those beneficiaries strictly adhere to the terms and conditions of Article 20.3.4 and 20.3.5.
- 20.3.3 Nothing in this Article 20 shall prevent a beneficiary providing labor, services or material for the Work from suing the Contractor for any amounts due and owing the beneficiary by the Contractor.
- 20.3.4 Every person who has furnished labor or material, to the Contractor or to a Subcontractor of the Contractor, in the prosecution of the Work and who has not been paid in full therefor before the expiration of a period of ninety (90) Days after the date on which the last of the labor was performed or material was furnished by him/her for which the claim is made, shall have the right to sue on this payment guarantee in his/her own name for the amount, or the balance thereof, unpaid at the time of commencement of the action; provided, however, that a person having a direct contractual relationship with a Subcontractor of the Contractor but no contractual relationship express or implied with the Contractor shall not have a right of action upon the guarantee unless he/she shall have given written notice to the Contractor within one hundred twenty (120) Days from the date on which the last of the labor was performed or the last of the material was furnished, for which his/her claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or for whom the labor was performed. The notice shall be served by delivering the same personally to the Contractor or by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Contractor at any place where it maintains an office or conducts its business; provided, however, that where such notice is actually received by the Contractor by other means, such notice shall be deemed sufficient.
- 20.3.5 Except as provided in Labor Law Section 220-g, no action on this payment guarantee shall be commenced after the expiration of the one-year limitations period set forth in Section 137(4)(b) of the State Finance Law.
- 20.3.6 The Contractor shall promptly forward to the City any notice or demand received pursuant to Article 20.3.4. The Contractor shall inform the City of any defenses to the notice or demand and shall forward to the City any documents the City requests concerning the notice or demand.
- 20.3.7 All demands made against the City by a beneficiary of this payment guarantee shall be presented to the Engineer along with all written documentation concerning the demand which the Engineer deems reasonably appropriate or necessary, which may include, but shall not be limited to: the subcontract; any invoices presented to the Contractor for payment; the notarized statement of the beneficiary that the demand is due and payable, that a request for payment has been made of the Contractor and that the demand has not been paid by the Contractor within the time allowed for such payment by the subcontract; and copies of any correspondence between the beneficiary and the Contractor concerning such demand. The City shall notify the Contractor that a demand has been made. The Contractor shall inform the City of any defenses to the demand and shall forward to the City any documents the City requests concerning the demand.

- 20.3.8 The City shall make payment only if, after considering all defenses presented by the Contractor, it determines that the payment is due and owing to the beneficiary making the demand.
- 20.3.9 No beneficiary shall be entitled to interest from the City, or to any other costs, including, but not limited to, attorneys' fees, except to the extent required by State Finance Law Section 137.
- 20.4 Upon the receipt by the City of a demand pursuant to this Article 20, the City may withhold from any payment otherwise due and owing to the Contractor under this Contract an amount sufficient to satisfy the demand.
  - 20.4.1 In the event the City determines that the demand is valid, the City shall notify the Contractor of such determination and the amount thereof and direct the Contractor to immediately pay such amount to the beneficiary. In the event the Contractor, within seven (7) Days of receipt of such notification from the City, fails to pay the beneficiary, such failure shall constitute an automatic and irrevocable assignment of payment by the Contractor to the beneficiary for the amount of the demand determined by the City to be valid. The Contractor, without further notification or other process, hereby gives its unconditional consent to such assignment of payment to the beneficiary and authorizes the City, on its behalf, to take all necessary actions to implement such assignment of payment, including without limitation the execution of any instrument or documentation necessary to effectuate such assignment.
  - 20.4.2In the event that the amount otherwise due and owing to the Contractor by the City is insufficient to satisfy such demand, the City may, at its option, require payment from the Contractor of an amount sufficient to cover such demand and exercise any other right to require or recover payment which the City may have under Law or Contract.
  - 20.4.3 In the event the City determines that the demand is invalid, any amount withheld pending the City's review of such demand shall be paid to the Contractor; provided, however, no lien has been filed. In the event a claim or an action has been filed, the terms and conditions set forth in Article 23 shall apply. In the event a lien has been filed, the parties will be governed by the provisions of the Lien Law of the State of New York.
- 20.5 The provisions of this Article 20 shall not prevent the City and the Contractor from resolving disputes in accordance with the PPB Rules, where applicable.
- 20.6 In the event the City determines that the beneficiary is entitled to payment pursuant to this Article 20, such determination and any defenses and counterclaims raised by the Contractor shall be taken into account in evaluating the Contractor's performance.
- 20.7 Nothing in this Article 20 shall relieve the Contractor of the obligation to pay the claims of all persons with valid and lawful claims against the Contractor relating to the Work.
- 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 CITY OF NEW YORK

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to commence an action against the City on the payment guarantee provided by this Article 20 within the one-year limitations period set forth in Section 137(4)(b).

# **ARTICLE 21. RETAINED PERCENTAGE**

- 21.1 If this Contract requires one hundred (100%) percent performance and payment security, then as further security for the faithful performance of this Contract, the Commissioner shall deduct, and retain until the substantial completion of the Work, five (5%) percent of the value of Work certified for payment in each partial payment voucher.
- 21.2 If this Contract does not require one hundred (100%) percent performance and payment security and if the price for which this Contract was awarded does not exceed one million (\$1,000,000) dollars, then as further security for the faithful performance of this Contract, the Commissioner shall deduct, and retain until the substantial completion of the Work, five (5%) percent of the value of Work certified for payment in each partial payment voucher.
- 21.3 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded exceeds one million (\$1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, up to ten (10%) percent of the value of **Work** certified for payment in each partial payment voucher. The percentage to be retained is set forth in Schedule A of the General Conditions.

#### **ARTICLE 22. INSURANCE**

- 22.1 Types of Insurance: The Contractor shall procure and maintain the following types of insurance if, and as indicated, in Schedule A of the General Conditions (with the minimum limits and special conditions specified in Schedule A). Such insurance shall be maintained from the date the Contractor is required to provide Proof of Insurance pursuant to Article 22.3.1 through the date of completion of all required Work (including punch list work as certified in writing by the Resident Engineer), except for insurance required pursuant to Article 22.1.4, which may terminate upon Substantial Completion of the Contract. All insurance shall meet the requirements set forth in this Article 22. Wherever this Article requires that insurance coverage be "at least as broad" as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the Contractor can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.
  - 22.1.1Commercial General Liability Insurance: The Contractor shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this Contract. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance Services Office ("ISO") Form CG 0001. Such insurance shall be "occurrence" based rather than "claims-made" and include, without limitation, the following types of coverage: premises operations; products and completed operations; contractual liability (including the tort liability of another assumed in a contract); broad form property damage; independent contractors; explosion, collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a "per project" aggregate limit, as specified in Schedule A, that applies separately to operations under this Contract.

- 22.1.1(a) Such Commercial General Liability Insurance shall name the City as an Additional Insured. Coverage for the City shall specifically include the City's officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10 and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.
- 22.1.1(b) Such Commercial General Liability Insurance shall name all other entities designated as additional insureds in Schedule A but only for claims arising from the **Contractor's** operations under this **Contract**, with coverage at least as broad as the latest edition of ISO Form CG 20 26.
- 22.1.1(c) If the Work requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, at <a href="http://www.nyc.gov/html/dob/downloads/rules/1">http://www.nyc.gov/html/dob/downloads/rules/1</a> RCNY 101-08.pdf, the Contractor shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08. If the Work does not require such a permit, the minimum limits shall be those provided for in Schedule A.
- 22.1.1(d) If any of the **Work** includes repair of a waterborne vessel owned by or to be delivered to the **City**, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer's Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the **City**.
- 22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The Contractor shall provide, and shall cause its Subcontractors to provide, Workers Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the Laws of the State of New York on behalf of all employees providing services under this Contract (except for those employees, if any, for which the Laws require insurance only pursuant to Article 22.1.3).
- 22.1.3 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A of the General Conditions or if required by Law, the Contractor shall provide insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this Contract.
- 22.1.4 Builders Risk Insurance: If specified in Schedule A of the General Conditions, the Contractor shall provide Builders Risk Insurance on a completed value form for the total value of the Work through Substantial Completion of the Work in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the Commissioner, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the Work, as well as temporary structures at the Site, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the Site, in transit or in temporary storage. Policies shall name the Contractor as Named Insured and list the City as both an Additional Insured and a Loss Payee as its interest may appear.
  - 22.1.4(a) Policies of such insurance shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company.

- 22.1.4(b) Such insurance may be provided through an Installation Floater, at the Contractor's option, if it otherwise conforms with the requirements of this Article 22.1.4.
- 22.1.5 Commercial Automobile Liability Insurance: The Contractor shall provide Commercial Automobile Liability Insurance for liability arising out of ownership, maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this Contract. Coverage shall be at least as broad as the latest edition of ISO Form CA0001. If vehicles are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.
- 22.1.6 Contractors Pollution Liability Insurance: If specified in Schedule A of the General Conditions, the Contractor shall maintain, or cause the Subcontractor doing such Work to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under this Contract. Such insurance shall be in the Contractor's name and list the City as an Additional Insured and any other entity specified in Schedule A. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non-owned disposal sites.
  - 22.1.6(a) Coverage for the City as Additional Insured shall specifically include the City's officials and employees and be at least as broad as provided to the Contractor for this Project.
  - 22.1.6(b) If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this Contract, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the Work under this Contract is completed.

#### 22.1.7 Marine Insurance:

22.1.7(a) Marine Protection and Indemnity Insurance: If specified in Schedule A of the General Conditions or if the Contractor engages in marine operations in the execution of any part of the Work, the Contractor shall maintain, or cause the Subcontractor doing such Work to maintain, Marine Protection and Indemnity Insurance with coverage at least as broad as Form SP-23. The insurance shall provide coverage for the Contractor or Subcontractor (whichever is doing this Work) and for the City (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured for bodily injury and property damage arising from marine operations under this Contract. Coverage shall include, without limitation, injury or death of crew members (if not fully provided through other insurance), removal of wreck, damage to piers, wharves and other fixed or floating objects and loss of or damage to any other vessel or craft, or to property on such other vessel or craft.

- 22.1.7(b) Hull and Machinery Insurance: If specified in Schedule A of the General Conditions or if the Contractor engages in marine operations in the execution of any part of the Work, the Contractor shall maintain, or cause the Subcontractor doing such Work to maintain, Hull and Machinery Insurance with coverage for the Contractor or Subcontractor (whichever is doing this Work) and for the City (together with its officials and employees) as Additional Insured at least as broad as the latest edition of American Institute Tug Form for all tugs used under this Contract and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.
- 22.1.7(c) Marine Pollution Liability Insurance: If specified in Schedule A of the General Conditions or if the Contractor engages in marine operations in the execution of any part of the Work, the Contractor shall maintain, or cause the Subcontractor doing such Work to maintain, Marine Pollution Liability Insurance covering itself (or the Subcontractor doing such Work) as Named Insured and the City (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured. Coverage shall be at least as broad as that provided by the latest edition of Water Quality Insurance Syndicate Form and include, without limitation, liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources.
- 22.1.8 The Contractor shall provide such other types of insurance, at such minimum limits and with such conditions, as are specified in Schedule A of the General Conditions.
- 22.2 General Requirements for Insurance Coverage and Policies:
  - 22.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the City Corporation Counsel.
  - 22.2.2 The Contractor shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.
  - 22.2.3 In his/her sole discretion, the Commissioner may, subject to the approval of the Comptroller and the City Corporation Counsel, accept Letters of Credit and/or custodial accounts in lieu of required insurance.
  - 22.2.4 The City's limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the Contractor as Named Insured under all primary, excess, and umbrella policies of that type of coverage.
  - 22.2.5 The Contractor may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.
  - 22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the City.

#### 22.3 Proof of Insurance:

- 22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the Contractor shall file proof of insurance in accordance with this Article 22.3 within ten (10) Days of award. For insurance provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the Commissioner or ten (10) Days prior to the commencement of the portion of the Work covered by such policy, whichever is earlier.
- 22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the Contractor shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the Commissioner. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the Contractor shall submit DB-120.1 Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the Commissioner. ACORD forms are not acceptable.
- 22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the Contractor shall submit one or more Certificates of Insurance on forms acceptable to the Commissioner. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the City and any other entity specified in Schedule A is an Additional Insured with coverage at least as broad as the most recent edition of ISO Forms CG 20 10, CG 20 37, and CG 20 26, as applicable; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the City is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the Contract by the City. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.
- 22.3.4 Documentation confirming renewals of insurance shall be submitted to the **Commissioner** prior to the expiration date of coverage of policies required under this **Contract**. Such proofs of insurance shall comply with the requirements of Articles 22.3.2 and 22.3.3.
- 22.3.5 The Contractor shall be obligated to provide the City with a copy of any policy of insurance provided pursuant to this Article 22 upon the demand for such policy by the Commissioner or the City Corporation Counsel.

# 22.4 Operations of the Contractor:

22.4.1 The Contractor shall not commence the Work unless and until all required certificates have been submitted to and accepted by the Commissioner. Acceptance by the Commissioner of a certificate does not excuse the Contractor from securing insurance

consistent with all provisions of this Article 22 or of any liability arising from its failure to do so.

- 22.4.2 The Contractor shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this Contract and shall be authorized to perform Work only during the effective period of all required coverage.
- 22.4.3 In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the Contractor shall immediately stop all Work, and shall not recommence Work until authorized in writing to do so by the Commissioner. Upon quitting the Site, except as otherwise directed by the Commissioner, the Contractor shall leave all plant, materials, equipment, tools, and supplies on the Site. Contract time shall continue to run during such periods and no extensions of time will be granted. The Commissioner may also declare the Contractor in default for failure to maintain required insurance.
- 22.4.4 In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article 22 shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the Contractor shall immediately forward a copy of such notice to both the Commissioner and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, the Contractor shall ensure that there is no interruption in any of the insurance coverage required under this Article 22.
- 22.4.5 Where notice of loss, damage, occurrence, accident, claim or suit is required under an insurance policy maintained in accordance with this Article 22, the Contractor shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this Contract (including notice to Commercial General Liability insurance carriers for events relating to the Contractor's own employees) no later than 20 days after such event. For any policy where the City is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.
- 22.4.6 In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article 22, the Contractor shall at all times fully cooperate with the City with regard to such potential or actual claim.
- 22.5 Subcontractor Insurance: In the event the Contractor requires any Subcontractor to procure insurance with regard to any operations under this Contract and requires such Subcontractor to name the Contractor as an Additional Insured thereunder, the Contractor shall ensure that the Subcontractor name the City, including its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 20 26.
- 22.6 Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the Commissioner (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Schedule A of the General Conditions. In the event no address is set forth in Schedule A, such documents are to be sent to the Commissioner's address as provided elsewhere in this Contract.

- 22.7 Apart from damages or losses covered by insurance provided pursuant to Articles 22.1.2, 22.1.3, or 22.1.5, the **Contractor** waives all rights against the **City**, including its officials and employees, for any damages or losses that are covered under any insurance required under this Article 22 (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the **Contractor** and/or its employees, agents, or **Subcontractors**.
- 22.8 In the event the **Contractor** utilizes a self-insurance program to satisfy any of the requirements of this Article 22, the **Contractor** shall ensure that any such self-insurance program provides the **City** with all rights that would be provided by traditional insurance under this Article 22, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.
- 22.9 Materiality/Non-Waiver: The **Contractor's** failure to secure policies in complete conformity with this Article 22, or to give an insurance company timely notice of any sort required in this **Contract** or to do anything else required by this Article 22 shall constitute a material breach of this **Contract**. Such breach shall not be waived or otherwise excused by any action or inaction by the **City** at any time.
- 22.10 Pursuant to General Municipal Law Section 108, this Contract shall be void and of no effect unless Contractor maintains Workers' Compensation Insurance for the term of this Contract to the extent required and in compliance with the New York State Workers' Compensation Law.
- 22.11 Other Remedies: Insurance coverage provided pursuant to this Article 22 or otherwise shall not relieve the **Contractor** of any liability under this **Contract**, nor shall it preclude the **City** from exercising any rights or taking such other actions available to it under any other provisions of this **Contract** or **Law**.

#### ARTICLE 23. MONEY RETAINED AGAINST CLAIMS

- 23.1 If any claim shall be made by any person or entity (including Other Contractors with the City on this **Project**) against the City or against the Contractor and the City for any of the following:
  - (a) An alleged loss, damage, injury, theft or vandalism of any of the kinds referred to in Articles 7 and 12, plus the reasonable costs of defending the City, which in the opinion of the Comptroller may not be paid by an insurance company (for any reason whatsoever); or
  - (b) An infringement of copyrights, patents or use of patented articles, tools, etc., as referred to in Article 57; or
  - (c) Damage claimed to have been caused directly or indirectly by the failure of the Contractor to perform the Work in strict accordance with this Contract,

the amount of such claim, or so much thereof as the Comptroller may deem necessary, may be withheld by the Comptroller, as security against such claim, from any money due hereunder. The Comptroller, in his/her discretion, may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld.

23.2 If an action on such claim is timely commenced and the liability of the City, or the Contractor, or both, shall have been established therein by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the Contractor to be valid, the Comptroller

shall pay such judgment or admitted claim out of the monies retained by the Comptroller under the provisions of this Article 23, and return the balance, if any, without interest, to the Contractor.

# ARTICLE 24. MAINTENANCE AND GUARANTY

- 24.1 The Contractor shall promptly repair, replace, restore or rebuild, as the Commissioner may determine, any finished Work in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of Substantial Completion (or use and occupancy in accordance with Article 16), except where other periods of maintenance and guaranty are provided for in Schedule A.
- 24.2 As security for the faithful performance of its obligations hereunder, the Contractor, upon filing its requisition for payment on Substantial Completion, shall deposit with the Commissioner a sum equal to one (1%) percent of the price (or the amount fixed in Schedule A of the General Conditions) in cash or certified check upon a state or national bank and trust company or a check of such bank and trust company signed by a duly authorized officer thereof and drawn to the order of the Comptroller, or obligations of the City, which the Comptroller may approve as of equal value with the sum so required.
- 24.3 In lieu of the above, the Contractor may make such security payment to the City by authorizing the Commissioner in writing to deduct the amount from the Substantial Completion payment which shall be deemed the deposit required above.
- 24.4 If the Contractor has faithfully performed all of its obligations hereunder the Commissioner shall so certify to the Comptroller within five (5) Days after the expiration of one (1) year from the date of Substantial Completion and acceptance of the Work or within thirty (30) Days after the expiration of the guarantee period fixed in the Specifications. The security payment shall be repaid to the Contractor without interest within thirty (30) Days after certification by the Commissioner to the Comptroller that the Contractor has faithfully performed all of its obligations hereunder.
- 24.5 Notice by the **Commissioner** to the **Contractor** to repair, replace, rebuild or restore such defective or damaged **Work** shall be timely, pursuant to this article, if given not later than ten (10) **Days** subsequent to the expiration of the one (1) year period or other periods provided for herein.
- 24.6 If the Contractor shall fail to repair, replace, rebuild or restore such defective or damaged Work promptly after receiving such notice, the Commissioner shall have the right to have the Work done by others in the same manner as provided for in the completion of a defaulted Contract, under Article 51.
- 24.7 If the security payment so deposited is insufficient to cover the cost of such Work, the Contractor shall be liable to pay such deficiency on demand by the Commissioner.
- 24.8 The Engineer's certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective Work when performed by one other than the Contractor, shall be binding and conclusive upon the Contractor as to the amount thereof.
- 24.9 The Contractor shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by this Contract in the name of the City and shall deliver same to the Commissioner. All of the City's rights and title and interest in and to said manufacturers' warranties and guaranties may be assigned by the City to any subsequent purchasers of such equipment and materials or lessees of the premises into which the equipment and materials have been installed.

# CHAPTER VI CHANGES, EXTRA WORK, AND DOCUMENTATION OF CLAIM

#### **ARTICLE 25. CHANGES**

- 25.1 Changes may be made to this Contract only as duly authorized in writing by the Commissioner in accordance with the Law and this Contract. All such changes, modifications, and amendments will become a part of the Contract. Work so ordered shall be performed by the Contractor.
- 25.2 Contract changes will be made only for Work necessary to complete the Work included in the original scope of the Contract and/or for non-material changes to the scope of the Contract. Changes are not permitted for any material alteration in the scope of Work in the Contract.
- 25.3 The Contractor shall be entitled to a price adjustment for Extra Work performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the following ways:
  - 25.3.1 By applicable unit prices specified in the Contract; and/or
  - 25.3.2 By agreement of a fixed price; and/or
  - 25.3.3 By time and material records; and/or
  - 25.3.4 In any other manner approved by the CCPO.
- 25.4 All payments for change orders are subject to pre-audit by the Engineering Audit Officer and may be post-audited by the Comptroller and/or the Agency.

#### ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

- 26.1 Overrun of Unit Price Item: An overrun is any quantity of a unit price item which the **Contractor** is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.
  - 26.1.1For any unit price item, the Contractor will be paid at the unit price bid for any quantity up to one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule. If during the progress of the Work, the actual quantity of any unit price item required to complete the Work approaches the estimated quantity for that item, and for any reason it appears that the actual quantity of any unit price item necessary to complete the Work will exceed the estimated quantity for that item by twenty-five (25%) percent, the Contractor shall immediately notify the Engineer of such anticipated overrun. The Contractor shall not be compensated for any quantity of a unit price item provided which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule without written authorization from the Engineer.
  - 26.1.2If the actual quantity of any unit price item necessary to complete the Work will exceed one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule, the City reserves the right and the Contractor agrees to negotiate a new unit price for such item. In no event shall such negotiated new unit price exceed the unit bid price. If the City and Contractor cannot agree on a new unit price, then the City shall order the Contractor and the Contractor agrees to provide additional quantities of the

item on the basis of time and material records for the actual and reasonable cost as determined under Article 26.2, but in no event at a unit price exceeding the unit price bid.

- 26.2 Extra Work: For Extra Work where payment is by agreement on a fixed price in accordance with Article 25.3.2, the price to be paid for such Extra Work shall be based on the fair and reasonable estimated cost of the items set forth below. For Extra Work where payment is based on time and material records in accordance with Article 25.3.3, the price to be paid for such Extra Work shall be the actual and reasonable cost of the items set forth below, calculated in accordance with the formula specified therein, if any.
  - 26.2.1 Necessary materials (including transportation to the Site); plus
  - 26.2.2 Necessary direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits; plus
  - 26.2.3 Sales and personal property taxes, if any, required to be paid on materials not incorporated into such Extra Work; plus
  - 26.2.4 Reasonable rental value of Contractor-owned (or Subcontractor-owned, as applicable), necessary plant and equipment other than Small Tools, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour: (.035) x (HP rating) x (Fuel cost/gallon). Reasonable rental value is defined as the lower of either seventy-five percent of the monthly prorated rental rates established in "The AED Green Book, Rental Rates and Specifications for Construction Equipment" published by Equipment Watch (the "Green Book"), or seventy-five percent of the monthly prorated rental rates established in the "Rental Rate Blue Book for Construction Equipment" published by Equipment Watch (the "Blue Book") (the applicable Blue Book rate being for rental only without the addition of any operational costs listed in the Blue Book). The reasonable rental value is deemed to be inclusive of all operating costs except for fuel/energy consumption and equipment operator's wages/costs. For multiple shift utilization, reimbursement shall be calculated as follows: first shift shall be seventy-five (75%) percent of such rental rates; second shift shall be sixty (60%) percent of the first shift rate; and third shift shall be forty (40%) percent of the first shift rate. Equipment on standby shall be reimbursed at one-third (1/3) the prorated monthly rental rate. Contractor-owned (or Subcontractor-owned, as applicable) equipment includes equipment from rental companies affiliated with or controlled by the Contractor (or Subcontractor, as applicable), as determined by the Commissioner. In establishing cost reimbursement for non-operating Contractor-owned (or Subcontractor-owned, as applicable) equipment (scaffolding, sheeting systems, road plates, etc.), the City may restrict reimbursement to a purchase-salvage/life cycle basis if less than the computed rental costs; plus
  - 26.2.5 Necessary installation and dismantling of such plant and equipment, including transportation to and from the **Site**, if any, provided that, in the case of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) equipment rented from a third party, the cost of installation and dismantling are not allowable if such costs are included in the rental rate; plus
  - 26.2.6 Necessary fees charged by governmental entities; plus

- 26.2.7 Necessary construction-related service fees charged by non-governmental entities, such as landfill tipping fees; plus
- 26.2.8 Reasonable rental costs of non-Contractor-owned (or non-Subcontractor-owned, as applicable) necessary plant and equipment other than Small Tools, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per hour of operation: (.035) x (HP rating) x (Fuel cost/gallon). In lieu of renting, the City reserves the right to direct the purchase of non-operating equipment (scaffolding, sheeting systems, road plates, etc.), with payment on a purchase-salvage/life cycle basis, if less than the projected rental costs; plus
- 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 CITY OF NEW YORK

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25.3.4, or for Extra Work ordered in connection with omitted Work, such method, subject to pre-audit by the EAO, may, at the option of the Commissioner, be substituted for the cost plus a percentage method provided in Article 26.2; provided, however, that if the Extra Work is performed by a Subcontractor, the Contractor shall not be entitled to receive more than an additional allowance of five (5%) percent for overhead and profit over the cost of such Subcontractor's Work as computed in accordance with Article 26.2.

#### **ARTICLE 27. RESOLUTION OF DISPUTES**

- 27.1 All disputes between the City and the Contractor of the kind delineated in this Article 27.1 that arise under, or by virtue of, this Contract shall be finally resolved in accordance with the provisions of this Article 27 and the PPB Rules. This procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.
  - 27.1.1 This Article 27 shall not apply to disputes concerning matters dealt with in other sections of the **PPB** Rules, or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.
  - 27.1.2 This Article 27 shall apply only to disputes about the scope of Work delineated by the Contract, the interpretation of Contract documents, the amount to be paid for Extra Work or disputed work performed in connection with the Contract, the conformity of the Contractor's Work to the Contract, and the acceptability and quality of the Contractor's Work; such disputes arise when the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner makes a determination with which the Contractor disagrees.
- 27.2 All determinations required by this Article 27 shall be made in writing clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Article 27 shall be deemed a non-determination without prejudice that will allow application to the next level.
- 27.3 During such time as any dispute is being presented, heard, and considered pursuant to this Article 27, the Contract terms shall remain in force and the Contractor shall continue to perform Work as directed by the ACCO or the Engineer. Failure of the Contractor to continue Work as directed shall constitute a waiver by the Contractor of its claim.

#### 27.4 Presentation of Disputes to Commissioner.

Notice of Dispute and Agency Response. The Contractor shall present its dispute in writing ("Notice of Dispute") to the Commissioner within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the Contract. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the Contractor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the Contractor in the dispute was arrived at. Within thirty (30) Days after receipt of the detailed written submission comprising the complete Notice of Dispute, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner shall submit to the Commissioner all materials he or she deems pertinent to the dispute. Following initial submissions to the Commissioner, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise

protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the **Commissioner** whose decision shall be final. Willful failure of the **Contractor** to produce any requested material whose relevancy the **Contractor** has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the **Contractor** of its claim.

- 27.4.1 Commissioner Inquiry. The Commissioner shall examine the material and may, in his or her discretion, convene an informal conference with the Contractor, the ACCO, and the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner to resolve the issue by mutual consent prior to reaching a determination. The Commissioner may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Commissioner's ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Commissioner participated therein. The Commissioner may or, at the request of any party to the dispute, shall compel the participation of any Other Contractor with a contract related to the Work of this Contract, and that Contractor shall be bound by the decision of the Commissioner. Any Other Contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Article 27 as the Contractor initiating the dispute.
- 27.4.2 Commissioner Determination. Within thirty (30) Days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Commissioner shall make his or her determination and shall deliver or send a copy of such determination to the Contractor, the ACCO, and Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner, as applicable, together with a statement concerning how the decision may be appealed.
- 27.4.3 Finality of Commissioner's Decision. The Commissioner's decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board pursuant to this Article 27. The City may not take a petition to the Contract Dispute Resolution Board. However, should the Contractor take such a petition, the City may seek, and the Contract Dispute Resolution Board may render, a determination less favorable to the Contractor and more favorable to the City than the decision of the Commissioner.
- 27.5 Presentation of Dispute to the Comptroller. Before any dispute may be brought by the Contractor to the Contract Dispute Resolution Board, the Contractor must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.
  - 27.5.1 Time, Form, and Content of Notice. Within thirty (30) Days of its receipt of a decision by the Commissioner, the Contractor shall submit to the Comptroller and to the Commissioner a Notice of Claim regarding its dispute with the Agency. The Notice of Claim shall consist of (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the Contractor contends the dispute was wrongly decided by the Commissioner; (ii) a copy of the written decision of the Commissioner; and (iii) a copy of all materials submitted by the Contractor to the Agency, including the Notice of Dispute. The Contractor may not present to the Comptroller any material not presented to the Commissioner, except at the request of the Comptroller.
  - 27.5.2 Response. Within thirty (30) Days of receipt of the Notice of Claim, the Agency shall make available to the Comptroller a copy of all material submitted by the Agency to the Commissioner in connection with the dispute. The Agency may not present to the

Comptroller any material not presented to the Commissioner except at the request of the Comptroller.

- 27.5.3 Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Sections 7-201 and 7-203 of the Administrative Code. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the Contractor. Willful failure of the Contractor to produce within fifteen (15) Days any material requested by the Comptroller shall constitute a waiver by the Contractor of its claim. The Comptroller may also schedule an informal conference to be attended by the Contractor, Agency representatives, and any other personnel desired by the Comptroller.
- 27.5.4 Opportunity of Comptroller to Compromise or Adjust Claim. The Comptroller shall have forty-five (45) Days from his or her receipt of all materials referred to in Article 27.5.3 to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the Contractor and the Comptroller, to a maximum of ninety (90) Days from the Comptroller's receipt of all materials. The Contractor may not present its petition to the Contract Dispute Resolution Board until the period for investigation and compromise delineated in this Article 27.5.4 has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the Contract between the parties.
- 27.6 Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:
  - 27.6.1 The chief administrative law judge of the Office of Administrative Trials and Hearings (OATH) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Article 27 as may be necessary in the execution of the Contract Dispute Resolution Board's functions, including, but not limited to, granting extensions of time to present or respond to submissions;
  - 27.6.2 The CCPO or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and
  - 27.6.3 A person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH with appropriate background to act as decision-makers in a dispute. Such individual may not have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represents persons, companies, or organizations having disputes with the City.
- 27.7 Petition to the Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this Article 27, the Contractor, within thirty (30) Days thereafter, may petition the Contract Dispute Resolution Board to review the Commissioner's determination.
- 27.7.1 Form and Content of Petition by Contractor. The Contractor shall present its dispute to the Contract Dispute Resolution Board in the form of a petition, which shall CITY OF NEW YORK

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include (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written Decision of the **Commissioner**, (iii) copies of all materials submitted by the **Contractor** to the Agency; (iv) a copy of the written decision of the **Comptroller**, if any, and (v) copies of all correspondence with, or written material submitted by the **Contractor**, to the **Comptroller**. The **Contractor** shall concurrently submit four (4) complete sets of the Petition: one set to the **City** Corporation Counsel (Attn: Commercial and Real Estate Litigation Division) and three (3) sets to the Contract Dispute Resolution Board at OATH's offices with proof of service on the **City** Corporation Counsel. In addition, the **Contractor** shall submit a copy of the written statement of the substance of the dispute, cited in (i) above, to both the **Commissioner** and the **Comptroller**.

- 27.7.2 Agency Response. Within thirty (30) Days of its receipt of the Petition by the City Corporation Counsel, the Agency shall respond to the brief written statement of the Contractor and make available to the Contract Dispute Resolution Board all material it submitted to the Commissioner and Comptroller. Three (3) complete copies of the Agency response shall be provided to the Contract Dispute Resolution Board and one to the Contractor. Extensions of time for submittal of the Agency response shall be given as necessary upon a showing of good cause or, upon consent of the parties, for an initial period of up to thirty (30) Days.
- 27.7.3 Further Proceedings. The Contract Dispute Resolution Board shall permit the Contractor to present its case by submission of memoranda, briefs, and oral argument. The Contract Dispute Resolution Board shall also permit the Agency to present its case in response to the Contractor by submission of memoranda, briefs, and oral argument. If requested by the City Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the Agency's case. Neither the Contractor nor the Agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the Contract Dispute Resolution Board. The Contract Dispute Resolution Board, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The Contract Dispute Resolution Board, in its discretion, may combine more than one dispute between the parties for concurrent resolution.
- 27.7.4 Contract Dispute Resolution Board Determination. Within forty-five (45) Days of the conclusion of all written submissions and oral arguments, the Contract Dispute Resolution Board shall render a written decision resolving the dispute. In an unusually complex case, the Contract Dispute Resolution Board may render its decision in a longer period, not to exceed ninety (90) Days, and shall so advise the parties at the commencement of this period. The Contract Dispute Resolution Board's decision must be consistent with the terms of the Contract. Decisions of the Contract Dispute Resolution Board shall only resolve matters before the Contract Dispute Resolution Board and shall not have precedential effect with respect to matters not before the Contract Dispute Resolution Board.
- 27.7.5 Notification of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board shall send a copy of its decision to the Contractor, the ACCO, the Engineer, the Comptroller, the City Corporation Counsel, the CCPO, and the PPB. A decision in favor of the Contractor shall be subject to the prompt payment provisions of the PPB Rules. The Required Payment Date shall be thirty (30) Days after the date the parties are formally notified of the Contract Dispute Resolution Board's decision.

27.7.6 Finality of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution

Board's decision shall be final and binding on all parties. Any party may seek review of the Contract Dispute Resolution Board's decision solely in the form of a challenge, filed within four (4) months of the date of the Contract Dispute Resolution Board's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the Contract Dispute Resolution Board's decision was made in violation of lawful procedure, was affected by an error of Law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the Contract Dispute Resolution Board in accordance with this Article 27.

Any termination, cancellation, or alleged breach of the Contract prior to or during the pendency of any proceedings pursuant to this Article 27 shall not affect or impair the ability of the Commissioner or Contract Dispute Resolution Board to make a binding and final decision pursuant to this Article 27.

# ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR WORK ON A TIME & MATERIALS BASIS

- 28.1 While the Contractor or any of its Subcontractors is performing Work on a time and material basis or Extra Work on a time and material basis ordered by the Commissioner under Article 25, or where the Contractor believes that it or any of its Subcontractors is performing Extra Work but a final determination by Agency has not been made, or the Contractor or any of its Subcontractors is performing disputed Work (whether on or off the Site), or complying with a determination or order under protest in accordance with Articles 11, 27, and 30, in each such case the Contractor shall furnish the Resident Engineer daily with three (3) copies of written statements signed by the Contractor's representative at the Site showing:
  - 28.1.1 The name, trade, and number of each worker employed on such Work or engaged in complying with such determination or order, the number of hours employed, and the character of the Work each is doing; and
  - 28.1.2 The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such **Work** or compliance with such determination or order, and from whom purchased or rented.
- 28.2 A copy of such statement will be countersigned by the **Resident Engineer**, noting thereon any items not agreed to or questioned, and will be returned to the **Contractor** within two (2) **Days** after submission.
- 28.3 The Contractor and its Subcontractors, when required by the Commissioner, or the Comptroller, shall also produce for inspection, at the office of the Contractor or Subcontractor, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports, and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such Work, or in complying with such determination or order, and the amounts expended therefor, and shall permit the Commissioner and the Comptroller to make such extracts therefrom, or copies thereof, as they or either of them may desire.
- 28.4 In connection with the examination provided for herein, the Commissioner, upon demand therefor, will produce for inspection by the Contractor such records as the Agency may have with CITY OF NEW YORK

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respect to such Extra Work or disputed Work performed under protest pursuant to order of the Commissioner, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the Contractor's claim.

28.5 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such **Work** or compliance with such determination or order.

#### **ARTICLE 29. OMITTED WORK**

- 29.1 If any Contract Work in a lump sum Contract, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid Contract is omitted by the Commissioner pursuant to Article 33, the Contract price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of Work omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.
- 29.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in Article 29.4.
- 29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to Article 29.4.
- 29.4 In the event the Contractor, with respect to any omitted Work, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this Contract and has been specifically fabricated for the sole purpose of this Contract, but not yet incorporated into the Work, the Contractor shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the Contractor's delivery of such material and/or equipment in acceptable condition to a location designated by the City.
- 29.5 The Contractor agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted Work.

# ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS

30.1 If the Contractor shall claim to be sustaining damages by reason of any act or omission of the City or its agents, it shall submit to the Commissioner within forty-five (45) Days from the time such damages are first incurred, and every thirty (30) Days thereafter for as long as such damages are incurred, verified statements of the details and the amounts of such damages, together with documentary evidence of such damages. The Contractor may submit any of the above statements within such additional time as may be granted by the Commissioner in writing upon written request therefor. Failure of the Commissioner to respond in writing to a written request for additional time within thirty (30) Days shall be deemed a denial of the request. On failure of the Contractor to strictly comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the Contractor may claim in any action or dispute resolution procedure arising under or by reason of this Contract shall not be different from or in excess of the statements and documentation made pursuant to this Article 30.

- 30.2 In addition to the foregoing statements, the Contractor shall, upon notice from the Commissioner, produce for examination at the Contractor's office, by the Engineer, Architect or Project Manager, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this Contract, and submit itself and persons in its employment, for examination under oath by any person designated by the Commissioner or Comptroller to investigate claims made or disputes against the City under this Contract. At such examination, a duly authorized representative of the Contractor may be present.
- 30.3 In addition to the statements required under Article 28 and this Article 30, the Contractor and/or its Subcontractor shall, within thirty (30) Days upon notice from the Commissioner or Comptroller, produce for examination at the Contractor's and/or Subcontractor's office, by a representative of either the Commissioner or Comptroller, all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this Contract. Further, the Contractor and/or its Subcontractor shall submit any person in its employment, for examination under oath by any person designated by the Commissioner or Comptroller to investigate claims made or disputes against the City under this Contract. At such examination, a duly authorized representative of the Contractor may be present.
- 30.4 Unless the information and examination required under Article 30.3 is provided by the Contractor and/or its Subcontractor upon thirty (30) Days' notice from the Commissioner or Comptroller, or upon the Commissioner's or Comptroller's written authorization to extend the time to comply, the City shall be released from all claims arising under, relating to or by reason of this Contract, except for sums certified by the Commissioner to be due under the provisions of this Contract. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the City to recover any sum in excess of the sums certified by the Commissioner to be due under or by reason of this Contract, the Contractor must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article 30.
- 30.5 In addition, after the commencement of any action or dispute resolution procedure by the Contractor arising under or by reason of this Contract, the City shall have the right to require the Contractor to produce for examination under oath, up until the trial of the action or hearing before the Contract Dispute Resolution Board, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article 30 is not complied with as required, then the Contractor hereby consents to the dismissal of the action or dispute resolution procedure.

# CHAPTER VII POWERS OF THE RESIDENT ENGINEER, THE ENGINEER OR ARCHITECT AND THE COMMISSIONER

#### **ARTICLE 31. THE RESIDENT ENGINEER**

31.1 The **Resident Engineer** shall have the power to inspect, supervise, and control the performance of the **Work**, subject to review by the **Commissioner**. The **Resident Engineer** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

# ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER

- 32.1 The Engineer or Architect or Project Manager, in addition to those matters elsewhere herein delegated to the Engineer and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the Commissioner:
  - 32.1.1 To determine the amount, quality, and location of the Work to be paid for hereunder; and
  - 32.1.2 To determine all questions in relation to the Work, to interpret the Contract Drawings, Specifications, and Addenda, and to resolve all patent inconsistencies or ambiguities therein; and
  - 32.1.3 To determine how the Work of this Contract shall be coordinated with Work of Other Contractors engaged simultaneously on this Project, including the power to suspend any part of the Work, but not the whole thereof; and
  - 32.1.4 To make minor changes in the Work as he/she deems necessary, provided such changes do not result in a net change in the cost to the City or to the Contractor of the Work to be done under the Contract; and
  - 32.1.5 To amplify the Contract Drawings, add explanatory information and furnish additional Specifications and drawings, consistent with this Contract.
- 32.2 The foregoing enumeration shall not imply any limitation upon the power of the Engineer or Architect or Project Manager, for it is the intent of this Contract that all of the Work shall generally be subject to his/her determination, direction, and approval, except where the determination, direction or approval of someone other than the Engineer or Architect or Project Manager is expressly called for herein.
- 32.3 The Engineer or Architect or Project Manager shall not, however, have the power to issue an Extra Work order, except as specifically designated in writing by the Commissioner.

# **ARTICLE 33. THE COMMISSIONER**

- 33.1 The **Commissioner**, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:
  - 33.1.1 To review and make determinations on any and all questions in relation to this **Contract** and its performance; and
  - 33.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** (subject, however, to the limitations specified in Article 25) or the omission of **Contract Work**; and
  - 33.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:
    - 33.1.3(a) In the interest of the City generally; or

- 33.1.3(b) To coordinate the Work of the various contractors engaged on this **Project** pursuant to the provisions of Article 12; or
- 33.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

#### **ARTICLE 34. NO ESTOPPEL**

- 34.1 Neither the City nor any Agency, official, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this Contract by the City, the Commissioner, the Engineer, the Resident Engineer, or any other official, agent or employee of the City, either before or after the final completion and acceptance of the Work and payment therefor:
  - 34.1.1 From showing the true and correct classification, amount, quality or character of the Work actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the Work, or any part thereof, does not in fact conform to the requirements of this Contract; and
  - 34.1.2 From demanding and recovering from the Contractor any overpayment made to it, or such damages as the City may sustain by reason of the Contractor's failure to perform each and every part of its Contract.

# CHAPTER VIII LABOR PROVISIONS

#### ARTICLE 35. EMPLOYEES

- 35.1 The Contractor and its Subcontractors shall not employ on the Work:
  - 35.1.1 Anyone who is not competent, faithful and skilled in the Work for which he/she shall be employed; and whenever the Commissioner shall inform the Contractor, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the Work forthwith, and shall not again be employed upon it; or
  - 35.1.2 Any labor, materials or means whose employment, or utilization during the course of this Contract, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of Work or similar troubles by workers employed by the Contractor or its Subcontractors, or by any of the trades working in or about the buildings and premises where Work is being performed under this Contract, or by Other Contractors or their Subcontractors pursuant to other contracts, or on any other building or premises owned or operated by the City, its Agencies, departments, boards or authorities. Any violation by the Contractor of this requirement may, upon certification of the Commissioner, be considered as proper and sufficient cause for declaring the Contractor to be in default, and for the City to take action against it as set forth in Chapter X of this Contract, or such other article of this Contract as the Commissioner may deem proper; or
- 35.1.3 In accordance with Section 220.3-e of the Labor Law of the State of New York (hereinafter "Labor Law"), the Contractor and its Subcontractors shall not employ on the Work any apprentice, unless he/she is a registered individual, under a bona fide program CITY OF NEW YORK

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registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the Contractor as to its work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Comptroller of the City for the classification of Work actually performed. The Contractor or Subcontractor will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the Contract Work.

- 35.2 If the total cost of the Work under this Contract is at least two hundred fifty thousand (\$250,000) dollars, all laborers, workers, and mechanics employed in the performance of the Contract on the public work site, either by the Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the Work contemplated by the Contract, shall be certified prior to performing any Work as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.
- 35.3 In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the Administrative Code, respectively,
  - 35.3.1 The Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (a) the Commissioner of the Department of Investigation, (b) a member of the New York City Council, the Public Advocate, or the Comptroller, or (c) the CCPO, ACCO, Agency head, or Commissioner.
  - 35.3.2 If any of the **Contractor**'s officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 35.3.1, he or she shall be entitled to bring a cause of action against the **Contractor** to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
  - 35.3.3 The Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:
    - 35.3.3(a) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and
    - 35.3.3(b) the rights and remedies afforded to its employees under Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the **Contract**.

- 35.3.4 For the purposes of this Article 35.3, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.
- 35.3.5 This Article 35.3 is applicable to all of the Contractor's Subcontractors having subcontracts with a value in excess of \$100,000; accordingly, the Contractor shall include this rider in all subcontracts with a value a value in excess of \$100,000.
- 35.4 Article 35.3 is not applicable to this Contract if it is valued at \$100,000 or less. Articles 35.3.1, 35.3.2, 35.3.4, and 35.3.5 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency.

# **ARTICLE 36. NO DISCRIMINATION**

- 36.1 The Contractor specifically agrees, as required by Labor Law Section 220-e, as amended, that:
  - 36.1.1 In the hiring of employees for the performance of Work under this Contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the Work to which the employment relates;
  - 36.1.2 Neither the Contractor, Subcontractor, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Contract on account of race, creed, color or national origin;
  - 36.1.3 There may be deducted from the amount payable to the Contractor by the City under this Contract a penalty of fifty (\$50.00) dollars for each person for each Day during which such person was discriminated against or intimidated in violation of the provisions of this Contract; and
  - 36.1.4 This Contract may be cancelled or terminated by the City and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Article 36.
  - 36.1.5 This Article 36 covers all construction, alteration and repair of any public building or public work occurring in the State of New York and the manufacture, sale, and distribution of materials, equipment, and supplies to the extent that such operations are performed within the State of New York pursuant to this **Contract**.
- 36.2 The Contractor specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:
  - 36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

- 36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.
- 36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.
- 36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon conviction thereof, be punished by a fine of not more than one hundred (\$100.00) dollars or by imprisonment for not more than thirty (30) Days, or both.
- 36.3 This Contract is subject to the requirements of Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this Contract, the Contractor agrees that it:
  - 36.3.1 Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and
  - 36.3.2 Will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and
  - 36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the **Contractor** that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status, disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and
  - 36.3.4 Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and
  - 36.3.5 Will furnish, before the award of the Contract, all information and reports, including an employment report, that are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the City Department of Business Services, Division of Labor Services (DLS) and will permit access to its books, records, and accounts by the DLS for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 36.4 The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Contract and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the DLS, the Director of the DLS may direct the Commissioner to impose any or all of the following sanctions:

- 36.4.1 Disapproval of the Contractor; and/or
- 36.4.2 Suspension or termination of the Contract; and/or
- 36.4.3 Declaring the Contractor in default; and/or
- 36.4.4 In lieu of any of the foregoing sanctions, the Director of the DLS may impose an employment program.

In addition to any actions taken under this Contract, failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in a City Agency declaring the Contractor to be non-responsible in future procurements. The Contractor further agrees that it will refrain from entering into any Contract or Contract modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a Subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

- 36.5 The Contractor specifically agrees, as required by Section 6-123 of the Administrative Code, that:
  - 36.5.1 The Contractor will not engage in any unlawful discriminatory practice in violation of Title 8 of the Administrative Code; and
  - 36.5.2 Any failure to comply with this Article 36.5 may subject the **Contractor** to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the **Contractor** to be in default, cancellation of the **Contract**, or any other sanction or remedy provided by **Law** or **Contract**.

#### ARTICLE 37. LABOR LAW REQUIREMENTS

- 37.1 The Contractor shall strictly comply with all applicable provisions of the Labor Law, as amended. Such compliance is a material term of this Contract.
- 37.2 The Contractor specifically agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:
  - 37.2.1 Hours of Work: No laborer, worker, or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the Work contemplated by this Contract shall be permitted or required to work more than eight (8) hours in any one (1) Day, or more than five (5) Days in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.
  - 37.2.2 In situations in which there are not sufficient laborers, workers, and mechanics who may be employed to carry on expeditiously the Work contemplated by this Contract as a result of such restrictions upon the number of hours and Days of labor, and the immediate commencement or prosecution or completion without undue delay of the Work is necessary for the preservation of the Site and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to

work more than eight (8) hours in any one (1) Day; or five (5) Days in any one (1) week; provided, however, that upon application of any Contractor, the Commissioner shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "Commissioner of Labor") that such public Work is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such Commissioner of Labor shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220.2.

- 37.2.3 Failure of the Commissioner to make such a certification to the Commissioner of Labor shall not entitle the Contractor to damages for delay or for any cause whatsoever.
- 37.2.4 Prevailing Rate of Wages: The wages to be paid for a legal day's Work to laborers, workers, or mechanics employed upon the Work contemplated by this Contract or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor Law Section 220, and as fixed by the Comptroller in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the Work is being performed.
- 37.2.5 Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the Work under this Contract. In the event that a trade not listed in the Contract is in fact employed during the performance of this Contract, the Contractor shall be required to obtain from the Agency the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this Contract at the price at which the Contract was awarded.
- 37.2.6 Minimum Wages: Except for employees whose wage is required to be fixed pursuant to Labor Law Section 220, all persons employed by the **Contractor** and any **Subcontractor** in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this **Contract**, shall be paid, without subsequent deduction or rebate unless expressly authorized by **Law**, not less than the sum mandated by **Law**.
- 37.3 Working Conditions: No part of the Work, labor or services shall be performed or rendered by the Contractor in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this Contract. Compliance with the safety, sanitary, and factory inspection Laws of the state in which the Work is to be performed shall be prima facie evidence of compliance with this Article 37.3.
- 37.4 Prevailing Wage Enforcement: The Contractor agrees to pay for all costs incurred by the City in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the Agency or the Comptroller, where the City discovers a failure to comply with any of the requirements of this Article 37 by the Contractor or its Subcontractor(s). The Contractor also agrees that, should it fail or refuse to pay for any such investigation, the Agency is hereby authorized to deduct from a Contractor's account an amount equal to the cost of such investigation.
  - 37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this **Contract** shall be forfeited and no sum paid for any **Work** done hereunder on a second conviction for willfully paying less than:
    - 37.4.1(a) The stipulated prevailing wage scale as provided in Labor Law section 220, as amended, or

37.4.1(b) The stipulated minimum hourly wage scale as provided in Labor Law section 220-d, as amended.

37.4.2 For any breach or violation of either working conditions (Article 37.3) or minimum wages (Article 37.2.6) provisions, the party responsible therefor shall be liable to the City for liquidated damages, which may be withheld from any amounts due on any contracts with the City of such party responsible, or may be recovered in actions brought by the City Corporation Counsel in the name of the City, in addition to damages for any other breach of this Contract, for a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this Contract. In addition, the Commissioner shall have the right to cancel contracts and enter into other contracts for the completion of the original contract, with or without public letting, and the original Contractor shall be liable for any additional cost. All sums withheld or recovered as deductions, rebates, refunds, or underpayment of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the Comptroller, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within two (2) years from the date of actual notice to the Contractor of the withholding or recovery of such sums by the City.

37.4.3 A determination by the Comptroller that a Contractor and/or its Subcontractor willfully violated Labor Law Section 220 will be forwarded to the City's five District Attorneys for review.

37.4.4 The Contractor's or Subcontractor's noncompliance with this Article 37.4 and Labor Law Section 220 may result in an unsatisfactory performance evaluation and the Comptroller may also find and determine that the Contractor or Subcontractor willfully violated the New York Labor Law.

37.4.4(a) An unsatisfactory performance evaluation for noncompliance with this Article 37.4 may result in a determination that the **Contractor** is a non-responsible bidder on subsequent procurements with the **City** and thus a rejection of a future award of a contract with the **City**, as well as any other sanctions provided for by **Law**.

37.4.4(b) Labor Law Section 220-b, as amended, provides that when two (2) final determinations have been rendered against a Contractor or Subcontractor within any consecutive six (6) year period determining that such Contractor or Subcontractor has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with the Labor Law and this Article 37.4, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public works projects are rendered simultaneously, such Contractor or Subcontractor shall be ineligible to submit a bid on or be awarded any public works contract with the City for a period of five (5) years from the second final determination. If the final determination involves the falsification of payroll records or the kickback of wages or supplements, the Contractor or Subcontractor shall be ineligible to submit a bid on or be awarded any public works contract with the City for a period of five (5) years from the first final determination.

37.4.4(c) Labor Law Section 220, as amended, provides that the Contractor or Subcontractor found to have violated this Article 37.4 may be directed to make payment of wages or supplements including interest found to be due, and the Contractor or Subcontractor may be directed to make payment of a further sum as

a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

- 37.5 The Contractor and its Subcontractors shall within ten (10) Days after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the Contractor and its Subcontractors engaged in the performance of this Contract are employed, notices furnished by the City, in relation to prevailing wages and supplements, minimum wages, and other stipulations contained in Sections 220 and 220-h of the Labor Law, and the Contractor and its Subcontractors shall continue to keep such notices posted in such prominent and conspicuous places until Final Acceptance of the supplies, materials, equipment, or Work, labor, or services required to be furnished or rendered under this Contract.
- 37.6 The **Contractor** shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:
  - 37.6.1 Notices Posted At Site: Post, in a location designated by the City, schedules of prevailing wages and supplements for this Project, a copy of all re-determinations of such schedules for the Project, the Workers' Compensation Law Section 51 notice, all other notices required by Law to be posted at the Site, the City notice that this Project is a public works project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the City directs the Contractor to post. The Contractor shall provide a surface for such notices which is satisfactory to the City. The Contractor shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The Contractor shall post such notices before commencing any Work on the Site and shall maintain such notices until all Work on the Site is complete; and
  - 37.6.2 Daily Site Sign-in Sheets: Maintain daily Site sign-in sheets, and require that Subcontractors maintain daily Site sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left work, until Final Acceptance of the supplies, materials, equipment, or Work, labor, or services to be furnished or rendered under this Contract unless exception is granted by the Comptroller upon application by the Agency. In the alternative, subject to the approval of the CCPO, the Contractor and Subcontractor may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and
  - 37.6.3 Individual Employee Information Notices: Distribute a notice to each worker, laborer or mechanic employed under this Contract, in a form provided by the Agency, that this Project is a public works project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working. If the total cost of the Work under this Contract is at least two hundred fifty thousand (\$250,000) dollars, such notice shall also include a statement that each worker, laborer or mechanic must be certified prior to performing any Work as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration. Such notice shall be distributed to each worker before he or she starts performing any Work of this Contract and with the first paycheck after July first of each year. "Worker, laborer or mechanic" includes employees of the Contractor and all Subcontractors and all employees of suppliers entering the Site. At the time of distribution, the Contractor shall have each worker, laborer or mechanic sign a statement, in a form provided by the Agency, certifying that the worker has received the notice required by this

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 CITY OF NEW YORK

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Labor Law Section 220-h set forth in Article 35.2. This certification of compliance shall be a condition precedent to payment and no payment shall be made to the **Contractor** unless and until each such certification shall have been submitted to and received by the **Commissioner**.

- 37.9 This Contract is executed by the Contractor with the express warranty and representation that the Contractor is not disqualified under the provisions of Section 220 of the Labor Law from the award of the Contract.
- 37.10 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this **Contract**, and grounds for cancellation thereof by the **City**.

#### **ARTICLE 38. PAYROLL REPORTS**

- 38.1 The Contractor and its Subcontractor(s) shall maintain on the Site during the performance of the Work the original payrolls or transcripts thereof which the Contractor and its Subcontractor(s) are required to maintain and shall submit such original payrolls or transcripts, subscribed and affirmed by it as true, within thirty (30) Days after issuance of its first payroll, and every thirty (30) Days thereafter, pursuant to Labor Law Section 220(3-a)(a)(iii). The Contractor and Subcontractor(s) shall submit such original payrolls or transcripts along with each and every payment requisition. If payment requisitions are not submitted at least once a month, the Contractor and its Subcontractor(s) shall submit original payrolls and transcripts both along with its payment requisitions and independently of its payment requisitions.
- 38.2 The Contractor shall maintain payrolls or transcripts thereof for six (6) years from the date of completion of the Work on this Contract. If such payrolls and transcripts are maintained outside of New York City after the completion of the Work and their production is required pursuant to this Article 38, the Contractor shall produce such records in New York City upon request by the City.
- 38.3 The Contractor and Subcontractor(s) shall comply with any written order, direction, or request made by the Engineer, the Commissioner, the ACCO, the Agency EAO, the Agency Labor Law Investigator(s), or the Comptroller, to provide to the requesting party any of the following information and/or records within five (5) Days of such written order, direction, or request:
  - 38.3.1 Such original payrolls or transcripts thereof subscribed and affirmed by it as true and the statements signed by each worker pursuant to this Chapter VIII; and/or
  - 38.3.2 Attendance sheets for each **Day** on which any employee of the **Contractor** and/or any of the **Subcontractor(s)** performed **Work** on the **Site**, which attendance sheet shall be in a form acceptable to the **Agency** and shall provide information acceptable to the **Agency** to identify each such employee; and/or
  - 38.3.3 Any other information to satisfy the Engineer, the Commissioner, the ACCO, the Agency EAO, the Agency Labor Law Investigator(s) or the Comptroller, that this Chapter VIII and the Labor Law, as to the hours of employment and prevailing rates of wages and/or supplemental benefits, are being observed.
- 38.4 The failure of the Contractor or Subcontractor(s) to comply with the provisions of Articles 38.1 and/or 38.2 may result in the Commissioner declaring the Contractor in default and/or the withholding of payments otherwise due under the Contract.

#### **ARTICLE 39. DUST HAZARDS**

39.1 Should a harmful dust hazard be created in performing the Work of this Contract, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this Contract voidable at the sole discretion of the City.

## CHAPTER IX PARTIAL AND FINAL PAYMENTS

#### ARTICLE 40. CONTRACT PRICE

40.1 The City shall pay, and the Contractor agrees to accept, in full consideration for the Contractor's performance of the Work subject to the terms and conditions hereof, the lump sum price or unit prices for which this Contract was awarded, plus the amount required to be paid for any Extra Work ordered by the Commissioner under Article 25, less credit for any Work omitted pursuant to Article 29.

#### ARTICLE 41. BID BREAKDOWN ON LUMP SUM

- 41.1 Within fifteen (15) Days after the commencement date specified in the Notice to Proceed or Order to Work, unless otherwise directed by the Resident Engineer, the Contractor shall submit to the Resident Engineer a breakdown of its bid price, or of lump sums bid for items of the Contract, showing the various operations to be performed under the Contract, as directed in the progress schedule required under Article 9, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the Resident Engineer.
- 41.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **Resident Engineer**.
- 41.3 The Contractor shall also submit such other information relating to the bid breakdown as directed by the Resident Engineer. Thereafter, the breakdown may be used only for checking the Contractor's applications for partial payments hereunder, but shall not be binding upon the City, the Commissioner, or the Engineer for any purpose whatsoever.

#### **ARTICLE 42. PARTIAL PAYMENTS**

- 42.1 From time to time as the Work progresses satisfactorily, but not more often than once each calendar month (except where the Commissioner approves in writing the submission of invoices on a more frequent basis and for invoices relating to Work performed pursuant to a change order), the Contractor may submit to the Engineer a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the Work done during the payment period.
- 42.2 Partial payments may be made for materials, fixtures, and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the General Conditions.

- 42.3 The Contractor shall also submit to the Commissioner in connection with every application for partial payment a verified statement in the form prescribed by the Comptroller setting forth the information required under Labor Law Section 220-a.
- 42.4 Within thirty (30) **Days** after receipt of a satisfactory payment application, and within sixty (60) **Days** after receipt of a satisfactory payment application in relation to **Work** performed pursuant to a change order, the **Engineer** will prepare and certify, and the **Commissioner** will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the **Commissioner** under the terms of this **Contract** or by **Law**.

#### **ARTICLE 43. PROMPT PAYMENT**

- 43.1 The Prompt Payment provisions of the **PPB** Rules in effect at the time of the bid will be applicable to payments made under this **Contract**. The provisions require the payment to the **Contractor** of interest on payments made after the required payment date, except as set forth in the **PPB** Rules.
- 43.2 The Contractor shall submit a proper invoice to receive payment, except where the Contract provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.
  - 43.3 Determination of interest due will be made in accordance with the PPB Rules.
- 43.4 If the Contractor is paid interest, the proportionate share(s) of that interest shall be forwarded by the Contractor to its Subcontractor(s).
- 43.5 The Contractor shall pay each Subcontractor or Materialman not later than seven (7) Days after receipt of payment out of amounts paid to the Contractor by the City for Work performed by the Subcontractor or Materialman under this Contract.
  - 43.5.1 If Contractor fails to make any payment to any Subcontractor or Materialman within seven (7) Days after receipt of payment by the City pursuant to this Article 43.5, then the Contractor shall pay interest on amounts due to such Subcontractor or Materialman at the rate of interest in effect on the date such payment is made by the Contractor computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the Day immediately following the expiration of the seventh Day following receipt of payment by the Contractor from the City and shall end on the date on which payment is made.
- 43.6 The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to make payment to each of its Subcontractors or Materialmen for Work performed under this Contract in the same manner and within the same time period set forth above.

#### **ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT**

- 44.1 The Contractor shall submit with the Substantial Completion requisition:
  - 44.1.1 A final verified statement of any pending Article 27 disputes in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) setting forth with respect to each

such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

44.1.1(a) With respect to each such claim, the Commissioner, the Comptroller and, in the event of litigation, the City Corporation Counsel shall have the same right to inspect, and to make extracts or copies of, the Contractor's books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 44.1.1(a) is intended to or shall relieve the Contractor from the obligation of complying strictly with Articles 11, 27, 28, and 30. The Contractor is warned that unless such claims are completely set forth as herein required, the Contractor upon acceptance of the Substantial Completion payment pursuant to this Article 44, will have waived any such claims.

## 44.1.2 A Final Approved Punch List.

- 44.1.3 Where required, a request for an extension of time to achieve Substantial Completion or final extension of time.
- 44.2 The Commissioner shall issue a voucher calling for payment of any part or all of the balance due for Work performed under the Contract, including monies retained under Article 21, less any and all deductions authorized to be made by the Commissioner, under this Contract or by Law, and less twice the amount the Commissioner considers necessary to ensure the completion of the balance of the Work by the Contractor. Such a payment shall be considered a partial and not a final payment. No Substantial Completion payment shall be made under this Article 44 where the Contractor failed to complete the Work within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of Work have been acted upon pursuant to Article 13.
- 44.3 No further partial payments shall be made to the Contractor after Substantial Completion, except the Substantial Completion payment and payment pursuant to any Contractor's requisition that were properly filed with the Commissioner prior to the date of Substantial Completion; however, the Commissioner may grant a waiver for further partial payments after the date of Substantial Completion to permit payments for change order Work and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.
- 44.4 The **Contractor** acknowledges that nothing contained in this Article 44 is intended to or shall in any way diminish the force and effect of Article 13.

#### **ARTICLE 45. FINAL PAYMENT**

45.1 After completion and Final Acceptance of the Work, the Contractor shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the Contract, less the amount authorized to be retained for maintenance under Article 24. Such submission shall be within 90 days of the date of the Commissioner's written determination of Final Acceptance, or within such additional time as may be granted by the Commissioner in writing. If the Contractor fails to submit all required certificates and documents within the time allowed, no payment of the balance claimed shall be made to the Contractor and the Contractor shall be deemed to have forfeited its right to

payment of any balance claimed. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the Commissioner.

- 45.2 Amended Verified Statement of Claims: The Contractor shall also submit with the final requisition any amendments to the final verified statement of any pending dispute resolution procedures in accordance with the PPB Rules and this Contract and any and all alleged claims against the City, in any way connected with or arising out of this Contract (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) that have occurred subsequent to Substantial Completion, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the Contractor claims the performance of the Work or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the Commissioner, the Comptroller and, in the event of litigation, the City Corporation Counsel shall have the same right to inspect, and to make extracts or copies of, the Contractor's books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 45.2, is intended to or shall relieve the Contractor from the obligation of complying strictly with Articles 11, 27, 28, and 30. The Contractor is warned that unless such claims are completely set forth as herein required, the Contractor, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.
- 45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the Engineer will prepare and certify, for the Commissioner's approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the Commissioner under this Contract or by Law. In the case of a lump sum Contract, the Commissioner shall certify the voucher for final payment within thirty (30) Days from the date of completion and acceptance of the Work, provided all requests for extensions of time have been acted upon.
  - 45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the Contractor to prosecute the Work more advantageously, shall be subject to correction in the final voucher, and the certification of the Engineer thereon and the approval of the Commissioner thereof, shall be conditions precedent to the right of the Contractor to receive any money hereunder. Such final voucher shall be binding and conclusive upon the Contractor.
  - 45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the Commissioner under this Contract or by Law, shall constitute the final payment, and shall be made by the Comptroller within thirty (30) Days after the filing of such voucher in his/her office.
- 45.4 The Contractor acknowledges that nothing contained in this Article 45 is intended to or shall in any way diminish the force and effect of Article 13.

#### ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT

46.1 The acceptance by the Contractor, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release of the City from any and all claims of and liability to the Contractor for anything heretofore done or furnished for the Contractor relating to or arising out of this Contract and the Work done hereunder, and for any prior act, neglect or default on the part of the City or any of its officials, agents or employees, excepting only a claim against the City for the amounts deducted or retained in accordance with the terms and provisions of this Contract or by Law, and excepting any CITY OF NEW YORK STANDARD CONSTRUCTION CONTRACT

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claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the verified statement filed with the Contractor's substantial and final requisitions pursuant to Articles 44 and 45.

- 46.2 The Contractor is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this Article 46, or those for amounts deducted by the Commissioner from the final requisition or from the final payment as certified by the Engineer and approved by the Commissioner, shall not be effective to reserve such claims, anything stated to the Contractor orally or in writing by any official, agent or employee of the City to the contrary notwithstanding.
- 46.3 Should the Contractor refuse to accept the final payment as tendered by the Comptroller, it shall constitute a waiver of any right to interest thereon.
- 46.4 The Contractor, however, shall not be barred by this Article 46 from commencing an action for breach of Contract to the extent permitted by Law and by the terms of the Contract for any claims that are contained in the verified statement filed with the Contractor's substantial and final requisitions pursuant to Articles 44 and 45 or that arose after submission of the final payment requisition, provided that a detailed and verified statement of claim is served upon the contracting Agency and Comptroller not later than forty (40) Days after the making of such final payment by electronic funds transfer (EFT) or the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

## **ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION**

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs, and other sculptures, monuments, fountains, arches, and other structures of a permanent character intended for ornament or commemoration, and every design of the same to be used in the performance of this Contract, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant to the terms of this Contract, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York, and shall be approved by the Public Design Commission prior to the erection or placing in position of the same. The final payment shall not become due or payable under this Contract unless and until the Public Design Commission shall certify that the design for the Work herein contracted for has been approved by the said Public Design Commission, and that the same has been executed in substantial accordance with the design so approved, pursuant to the provisions of Chapter 37, Section 854 of the City Charter, as amended.

## CHAPTER X CONTRACTOR'S DEFAULT

## ARTICLE 48. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT

- 48.1 In addition to those instances specifically referred to in other Articles herein, the Commissioner shall have the right to declare the Contractor in default of this Contract if:
  - 48.1.1 The Contractor fails to commence Work when notified to do so by the Commissioner; or

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 **Čity** for damages for breach of **Contract** shall not be made or asserted in any action, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.
- 56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:
  - 56.2.1 Any claims arising out of events occurring after Substantial Completion and before Final Acceptance of the Work shall be asserted within six (6) months of Final Acceptance of the Work;
  - 56.2.2 Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and
  - 56.2.3 If the Commissioner exercises his/her right to terminate the Contract pursuant to Article 64, any such action shall be commenced within six (6) months of the date the Commissioner exercises said right.

#### **ARTICLE 57. INFRINGEMENT**

57.1 The Contractor shall be solely responsible for and shall defend, indemnify, and hold the City harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the City may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the Contractor and/or its Subcontractors in the performance or completion of the Work. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

#### ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

58.1 No claim whatsoever shall be made by the **Contractor** against any official, agent or employee of the City for, or on account of, anything done or omitted to be done in connection with this Contract.

#### ARTICLE 59. SERVICE OF NOTICES

- 59.1 The Contractor hereby designates the business address, fax number, and email address specified in its bid, as the place where all notices, directions or other communications to the Contractor may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage prepaid envelope.
- 59.2 Contractor's notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor, and delivered to the Commissioner.
- 59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the Contractor personally, or, if the Contractor is a corporation, upon any officer thereof.

#### ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

60.1 If this Contract contains any unlawful provision not an essential part of the Contract and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Contract without affecting the binding force of the remainder.

## ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED

61.1 It is the intent and understanding of the parties to this Contract that each and every provision of Law required to be inserted in this Contract shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this Contract shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the Law and without prejudice to the rights of either party hereunder.

## ARTICLE 62. TAX EXEMPTION

62.1 The City is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the City pursuant to the provisions of this Contract. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the Contractor, Subcontractor or Materialman or to tangible personal property which, even CITY OF NEW YORK STANDARD CONSTRUCTION CONTRACT

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though it is consumed, is not incorporated into the completed Work (consumable supplies) and tangible personal property that the Contractor is required to remove from the Site during or upon completion of the Work. The Contractor and its Subcontractors and Materialmen shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the Contractor is required to remove from the Site during or upon completion of the Work.

- 62.2 The Contractor agrees to sell and the City agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the Contractor is required to remove from the Site during or upon completion of the Work, that is required, necessary or proper for or incidental to the construction of the Project covered by this Contract. The sum paid under this Contract for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.
  - 62.2.1 The Contractor agrees to construct the Project and to perform all Work, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such Work, labor, and services, and the sum so paid pursuant to this Contract for such Work, labor, and services, shall be in full consideration for the performance by the Contractor of all its duties and obligations under this Contract in connection with said Work, labor, and services.
- 62.3 20 NYCRR Section 541.3(d) provides that a Contractor's purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The City shall not pay sales tax for any such tangible personal property that it purchases from the Contractor pursuant to the Contract. With respect to such tangible personal property, the Contractor, at the request of the City, shall furnish to the City such bills of sale and other instruments as may be required by the City, properly executed, acknowledged and delivered assuring to the City title to such tangible personal property, free of liens and/or encumbrances, and the Contractor shall mark or otherwise identify all such tangible personal property as the property of the City.
- 62.4 Title to all tangible personal property to be sold by the Contractor to the City pursuant to the provisions of the Contract shall immediately vest in and become the sole property of the City upon delivery of such tangible personal property to the Site. Notwithstanding such transfer of title, the Contractor shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this Contract, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the City, until such time as the Work covered by the Contract is fully accepted by the City. Such transfer of title shall in no way affect any of the Contractor's obligations hereunder. In the event that, after title has passed to the City, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the Contractor.
- 62.5 The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and

purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other **Work** and labor and other things to be provided.

- 62.6 The Contractor and its Subcontractors and Materialmen shall furnish a Contractor Exempt Purchase Certificate to all persons, firms or corporations from which they purchase tangible personal property for the performance of the Work covered by this Contract.
- 62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this Contract or create any ambiguity, then the provisions of this Article 62 shall control.

#### **ARTICLE 63. INVESTIGATION(S) CLAUSE**

- 63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.
- 63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the Laws of the State of New York, or;
- 63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;
- 63.4 The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) **Days'** written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.
- 63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.
- 63.6 The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

- 63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or
- 63.6.2 The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Contract, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.
- 63.7 The **Commissioner** shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The **Commissioner** may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:
  - 63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.
  - 63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.
  - 63.7.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.
  - 63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the **Commissioner** upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

#### 63.8 Definitions:

- 63.8.1 The term "license" or "permit" as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.
- 63.8.2 The term "person" as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.
- 63.8.3 The term "entity" as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the **City** or otherwise transacts business with the **City**.

- 63.8.4 The term "member" as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.
- 63.9 In addition to and notwithstanding any other provision of this Contract, the Commissioner may in his/her sole discretion terminate this Contract upon not less than three (3) Days' written notice in the event the Contractor fails to promptly report in writing to the Commissioner of the Department of Investigations ("DOI") of the City any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Contract by the Contractor, or affecting the performance of this Contract.

#### **ARTICLE 64. TERMINATION BY THE CITY**

- 64.1 In addition to termination pursuant to any other article of this Contract, the Commissioner may, at any time, terminate this Contract by written notice to the Contractor. In the event of termination, the Contractor shall, upon receipt of such notice, unless otherwise directed by the Commissioner:
  - 64.1.1 Stop Work on the date specified in the notice;
  - 64.1.2 Take such action as may be necessary for the protection and preservation of the City's materials and property;
  - 64.1.3 Cancel all cancelable orders for material and equipment;
  - 64.1.4 Assign to the City and deliver to the Site or another location designated by the Commissioner, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this Contract and has been specifically fabricated for the sole purpose of this Contract and not incorporated in the Work;
  - 64.1.5 Take no action which will increase the amounts payable by the City under this Contract.
- 64.2 In the event of termination by the City pursuant to this Article 64, payment to the Contractor shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.
  - 64.2.1 Lump Sum Contracts or Items: On all lump sum Contracts, or on lump sum items in a Contract, the City will pay the Contractor the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this Contract. On lump sum Contracts only, the City will also pay the Contractor an additional sum as provided in Article 64.2.1(c).
    - 64.2.1(a) For Work completed prior to the notice of termination, the Contractor shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the Work, as determined by the Commissioner. For the purpose of determining the pro rata portion of the lump sum bid amount to which the Contractor is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The Commissioner's determination hereunder shall be final, binding, and conclusive.

- 64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this Contract and has been specifically fabricated for the sole purpose of this Contract, but not yet incorporated in the Work, the Contractor shall be paid the lesser of the following, less salvage value:
  - 64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or
  - 64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.
  - 64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.
- 64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum Contracts, the Contractor shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):
  - 64.2.1(c)(i) Five (5%) percent of the first five million (\$5,000,000) dollars; and
  - 64.2.1(c)(ii) Three (3%) percent of any amount between five million (\$5,000,000) dollars and fifteen million (\$15,000,000) dollars; plus
  - 64.2.1(c)(iii) One (1%) percent of any amount over fifteen million (\$15,000,000) dollars.
- 64.2.1(d) In the event the City terminates a lump sum Contract pursuant to this Article 64 within ninety (90) Days after registration of the Contract with the Comptroller, the Contractor shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this Article 64.2.
- 64.2.2 Unit Price Contracts or Items: On all unit price Contracts, or on unit price items in a Contract, the City will pay the Contractor the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this Contract:
  - 64.2.2(a) For all completed units, the unit price stated in the Contract, and
  - 64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:
    - 64.2.2(b)(i) A pro rata portion of the unit price stated in the Contract based upon the percent completion of the unit and
    - 64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).
- 64.2.3 Time and Materials Contracts or Items Based on Time and Material Records: On all Contracts or items in a Contract where payment for the Work is based on time and

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material records, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

- 64.2.4 Direct Costs: Direct Costs as used in this Article 64.2 shall mean:
  - 64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,
  - 64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and
  - 64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this Contract less any amounts that have been or should be refunded by the Contractor's sureties or insurance carriers.
  - 64.2.4(d) Direct Costs shall not include overhead.
- 64.3 In no event shall any payments under this Article 64 exceed the Contract price for such items.
- 64.4 All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.
- 64.5 The City may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this Contract or by Law (including but not limited to liquidated damages) and any claims it may have against the Contractor. The City's exercise of the right to terminate the Contract pursuant to this Article 64 shall not impair or otherwise effect the City's right to assert any claims it may have against the Contractor in a plenary action.
- 64.6 Where the Work covered by the Contract has been substantially completed, as determined in writing by the Commissioner, termination of the Work shall be handled as an omission of Work pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the Contract sum, or if the amount is determined after final payment, such amount shall be paid by the Contractor.

#### ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

- 65.1 This Contract shall be deemed to be executed in the City regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the Laws of the State of New York and the Laws of the United States, where applicable.
- 65.2 The parties agree that any and all claims asserted against the City arising under this Contract or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the City and County of New York. To effect this Contract and intent, the Contractor agrees:
  - 65.2.1 If the City initiates any action against the Contractor in Federal court or in a New York State Court, service of process may be made on the Contractor either in person, wherever such Contractor may be found, or by registered mail addressed to the Contractor at its address as set forth in this Contract, or to such other address as the Contractor may provide to the City in writing; and

- 65.2.2 With respect to any action between the **City** and the **Contractor** in a New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:
  - 65.2.2(a) To move to dismiss on grounds of forum non conveniens;
  - 65.2.2(b) To remove to Federal Court; and
  - 65.2.2(c) To move for a change of venue to a New York State Court outside New York County.
- 65.2.3 With respect to any action brought by the City against the Contractor in a Federal Court located in the City, the Contractor expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the City.
- 65.2.4 If the Contractor commences any action against the City in a court located other than in the City and County of New York, upon request of the City, the Contractor shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the City and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the Contractor shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.
- 65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

## **ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT**

- 66.1 The Contractor agrees that neither the Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.
- 66.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the Contractor or a substantially-owned affiliated company thereof for participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his/her option, render forfeit and void this Contract.
- 66.3 The Contractor shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the Comptroller thereunder.

#### ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM

67.1 This Contract is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction contract shall be awarded unless and until these requirements have been complied with in their entirety; however, compliance with this Article 67 is not required if the Agency sets Subcontractor Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).

- 67.2 Unless specifically waived by the Commissioner with the approval of the Division of Economic and Financial Opportunity of the City Department of Business Services, if any portion of the Contract is subcontracted, not less than ten (10%) percent of the total dollar amount of the Contract shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the Contract is subcontracted, such lesser percentage shall be so awarded.
  - 67.3 The Contractor shall not require performance and payment bonds from LBE Subcontractors.
- 67.4 If the Contractor has indicated prior to award that no Work will be subcontracted, no Work shall be subcontracted without the prior approval of the Commissioner, which shall be granted only if the Contractor makes a good faith effort beginning at least six (6) weeks before the Work is to be performed to obtain LBE Subcontractors to perform the Work.
- 67.5 If the Contractor has not identified sufficient LBE Subcontractors prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its Contract, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the Contractor shall begin to solicit LBE's to perform subcontracted Work at least six (6) weeks before the date such Work is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.
- 67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:
  - 67.6.1 Reducing the Contractor's compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;
  - 67.6.2 Declaring the Contractor in default;
  - 67.6.3 If the Contractor is an LBE, de-certifying and declaring the Contractor ineligible to participate in the LBE program for a period of up to three (3) years.

#### **ARTICLE 68. ANTITRUST**

68.1 The Contractor hereby assigns, sells, and transfers to the City all right, title, and interest in and to any claims and causes of action arising under the antitrust Laws of New York State or of the United States relating to the particular goods or services purchased or procured by the City under this Contract.

## **ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS**

- 69.1 Notice To All Prospective Contractors:
  - 69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local Law provides for certain restrictions on City Contracts to express the opposition of the people of the City to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.
- 69.1.2 Pursuant to Section 6-115.1, prospective Contractors for Contracts to provide goods or services involving an expenditure of an amount greater than ten thousand CITY OF NEW YORK

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

- 69.3.1(e) establish layoff, recall, and termination procedures which do not in practice favor a particular religious group;
- 69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;
- 69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade, and improve the skills of workers from under-represented religious groups;
- 69.3.1(h) establish procedures to asses, identify, and actively recruit employees from under-represented religious groups with potential for further advancement; and
- 69.3.1(i) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.
- 69.4 The Contractor agrees that the covenants and representations in Article 69.2 are material conditions to this Contract. In the event the Agency receives information that the Contractor who made the stipulation required by this Article 69 is in violation thereof, the Agency shall review such information and give the Contractor an opportunity to respond. If the Agency finds that a violation has occurred, the Agency shall have the right to declare the Contractor in default in default and/or terminate this Contract for cause and procure supplies, services or Work from another source in the manner the Agency deems proper. In the event of such termination, the Contractor shall pay to the Agency, or the Agency in its sole discretion may withhold from any amounts otherwise payable to the Contractor, the difference between the Contract price for the uncompleted portion of this Contract and the cost to the Agency of completing performance of this Contract either itself or by engaging another Contractor or Contractors. In the case of a requirement Contract, the Contractor shall be liable for such difference in price for the entire amount of supplies required by the Agency for the uncompleted term of Contractor's Contract. In the case of a construction Contract, the Agency shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Contract, and/or may seek debarment or suspension of the Contractor. The rights and remedies of the Agency hereunder shall be in addition to, and not in lieu of, any rights and remedies the Agency has pursuant to this Contract or by operation of Law.

#### ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB

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

#### **ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS**

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

#### **ARTICLE 72. CONFLICTS OF INTEREST**

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

## **ARTICLE 73. MERGER CLAUSE**

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

## ARTICLE 74. STATEMENT OF WORK

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

#### ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

#### **ARTICLE 76. ELECTRONIC FUNDS TRANSFER**

- 76.1 In accordance with Section 6-107.1 of the Administrative Code, the Contractor agrees to accept payments under this Contract from the City by electronic funds transfer (EFT). An EFT is any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Contract, the Contractor shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of the City Department of Finance with information necessary for the Contractor to receive electronic funds transfer payments through a designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this Contract. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by Law.
- 76.2 The Commissioner may waive the application of the requirements of this Article 76 to payments on contracts entered into pursuant to Section 315 of the City Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to CITY OF NEW YORK

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which the **Agency** may waive the requirements of this Article 76 for payment in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the **City**.

#### **ARTICLE 77. RECORDS RETENTION**

77.1 The **Contractor** agrees to retain all books, records, and other documents relevant to this **Contract** for six years after the final payment or termination of this **Contract**, whichever is later. **City**, state, and federal auditors and any other persons duly authorized by the **City** shall have full access to and the right to examine any such books, records, and other documents during the retention period.

# ARTICLE 78. PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

## NOTICE TO ALL PROSPECTIVE CONTRACTORS

### ARTICLE I. M/WBE PROGRAM

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

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

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

#### PART A

## <u>PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD</u> AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS

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

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

- 2. If **Participation Goals** have been established for this Contract or Task Orders issued pursuant to this Contract, Contractor agrees or shall agree as a material term of the Contract that Contractor shall be subject to the **Participation Goals**, unless the goals are waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.
- 3. If **Participation Goals** have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant **Participation Goal**, provided that in accordance with Section 6-129 the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.
- A Contractor that is a qualified joint venture (as defined in Section 6-129(c)(30)) shall be permitted to count a percentage of its own participation toward fulfillment of the relevant **Participation Goal**. In accordance with Section 6-129, the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that Contractor pays to direct subcontractors, and then multiplying the remainder by the percentage to be applied to total profit to determine the amount to which an MBE or WBE is entitled pursuant to the joint venture agreement, provided that where a participant in a joint venture is certified as both an MBE and a WBE, such amount shall be counted either toward the goal for MBEs or the goal for WBEs, but not both.
- 4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.
- B. (i) If this Contract is for a master services agreement or other requirements type contract that will result in the issuance of Task Orders that will be individually registered ("Master Services Agreement") and is subject to M/WBE Participation Goals, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Participation Requirements for Master Services Agreements That Will Require Individually Registered Task Orders, Part II (page 2) indicating the prospective contractor's certification and required affirmations to make all reasonable good faith efforts to meet participation goals established on each individual Task Order issued pursuant to this Contract, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms. In the event that the Schedule B indicates that the bidder or proposer, as applicable, does not intend to meet the Participation Goals that may be established on Task Orders issued pursuant to this Contract, the bid or proposal, as applicable, shall be deemed nonresponsive.

- (ii) Participation Goals on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If Participation Goals have been established on a Task Order, a contractor shall be required to submit a Schedule B M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. The contractor must engage in good faith efforts to meet the Participation Goals as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.
- THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED C. 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 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 <a href="mailto:poped@ddc.nyc.gov">poped@ddc.nyc.gov</a> or via facsimile at (718) 391-1886. Bidders, proposers, or contractors, as applicable, who have submitted requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.
- (c) If the Agency determines that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, it shall revise the solicitation and extend the deadline for bids and proposals, or revise the Task Order, as applicable.

- (d) Agency may grant a full or partial waiver of the Participation Goals to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of subcontracting in its M/WBE Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the Participation Goals. In making such determination, Agency may consider whether the M/WBE Utilization Plan is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.
- 11. Modification of M/WBE Utilization Plan. (a) A Contractor may request a modification of its M/WBE Utilization Plan after award of this Contract. PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its M/WBE Utilization Plan as part of its bid submission. The Agency may grant a request for Modification of a Contractor's M/WBE Utilization Plan if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the Participation Goals. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:
- (i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
- (ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
- (iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
- (iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the M/WBE Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;
- (v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
- (vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
- (vii) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;
- (viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

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

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

- 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

	Comptroller of the City, and the fourth to be delivered to the
Contractor.	\$ 24
*	THE CITY OF NEW YORK  By: Commissioner
	CONTRACTOR: Perfetto Enturprises Company, I
g	(Member of Firm or Officer of Corporation)
10 W	Title: PRS
There Contractor is a Corporation, add): test:	A)
Secretary	** · · · · · · · · · · · · · · · · · ·
	(Seal)
H X	

## ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

	State of NY County of RICHMOND ss:			
	On this 17 day of FEB, 2017, before me personally came CLAUDIO PERFETTO to me known who, being by me duly sworn did depose and say that he resides at 134 CHAPIN AV  5   NY   0304 that he is the PRSOFPENTFO ENT  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 or the directors of said corporation, and that he signed his name thereto by like order.			
F	VICTORIA AYO-VAUGHAN ary Public, State of New York tegistration #01AY5614042 Qualified in Queens County mission Expires July 15,			
	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 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			
u.				

CITY OF NEW YORK DDC

## ACKNOWLEDGEMENT BY COMMISSIONER

State of New York	County of Queen 5 ss:
The City of New York, the person	he Deputy Commissioner of the Department of Design and Construction of on described as such in and who as such executed the foregoing instrument he executed the same as Deputy Commissioner for the purposes therein
mentioned.	
•	Notary Public or Commissioner of Deeds

VICTORIA AYO-VAUGHAN
Notary Public, State of New York
Registration #01AY5014042
Qualified in Queens County
Commission Expires July 15, 2019

#### AUTHORITY

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

DATED DATED

## APPROPRIATION COMMISSIONER'S CERTIFICATE

In conformity with the provisions of Section 6-101 of the Administrative Code of the City of New York, it is hereby certified that the estimated cost of the work, materials and supplies required by the within Contract, amounting to

Iwo Millian Twenty-five Thousand
<u>,</u>
Dollars (\$ <u>\langle 1025,000.00</u> )
is chargeable to the fund of the Department of Design and Construction entitled Code
<del></del>
Department of Design and Country stime
Department of Design and Construction
I hereby certify that the specifications contained herein comply with the terms and conditions of the BUDGET.
a fullation
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:
\$ <u></u>
Comptroller

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

PERFORMANCE BOND #1 (Page 1)

## PERFORMANCE BOND #1

KNOW ALL PERSONS BY THESE PRESENTS:, That we,	
	<del></del>
hereinafter referred to as the "Principal," and,	
hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of	OF NEW
(\$) Dollars, lawful money of the United States for the payment said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.	t of which executors,
WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City	y for
	, e
a copy of which Contract is annexed to and hereby made a part of this bond as though herein s full;  NOW, THEREFORE, the conditions of this obligation are such that if the Principal, representatives or assigns, shall well and faithfully perform the said Contract and all mod amendments, additions and alterations thereto that may hereafter be made, according to its term true intent and meaning, including repair and or replacement of defective work and guar maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless from all cost and damage which it may suffer by reason of the Principal's default of the Contract fully reimburse and repay the City for all outlay and expense which the City may incur in	his or its lifications, ms and its rantees of s the City , and shall

PERFORMANCE BOND #1 (Page 1)

Bond No. B1180931

#### PERFORMANCE BOND #1

KNOW ALL PERSONS BY THESE PRESENTS:, That we, Perfetto Enterprises Co., Inc.
2074 Richmond Terrace
Staten Island, NY 10302
hereinafter referred to as the "Principal," and, Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890
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 TWO MILLION TWENTY FIVE THOUSAND DOLLARS AND ZERO CENTS
(\$2,025,000.  Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for
FMS ID: SER200277 E-PIN: 85017B0044001 DDC PIN: 8502016SE0029C Construction of
Storm Sewers in Forrestal Court, Etc - Borough of Staten Island
a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;
NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its rue intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

PERFORMANCE BOND #1 (Page 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost to complete the contract as determined by the City in excess of the balance of the Contract held by the City, plus any damages or costs to which the City is entitled, up to the full amount of the above penal sum, (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to the City. The Surety (Sureties) further agrees, at its option, either to notify the City that it elects to pay the city the cost of completion plus any applicable damages and costs under option (1) above, or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and, if the Surety elects to fully perform and complete the Work, then to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from the City of the cost of completion. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, and waivers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to subcontractors shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal. Notwithstanding the above, if the City makes payments to the Principal before the time required by the contract that in the aggregate exceed \$100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid for the completion of the Contract as if such sums had not been paid to the Principal, but shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor.

PERFORMANCE BOND #1 (Page 3)

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

8th	day of	February , 20 17
(Seal)		
		Perfetto Enterprises Co., Inc. (L.S.)
		Principal
	*	By:
(Seal)		Claudio Perfetto, President
		Surety
	•	Ву:
		Selective Insurance Company of America
(Seal)		N Surety
		Ву:
(Seal)		Michael Culnen, Attorney-In-Fact Surety
(,		• •
		Ву:
(Scal)		Surety
		Ву:
(Seal)		Surety
		Ву:
Bond Premium Rate	\$31.25/18.75/	12.50
Bond Premium Cost	\$29,688.	•
If the Contractor (Princi	inal) is a narrawaki	p, the bond should be signed by each of the individuals who

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.

CITY OF NEW YORK DDC

PERFORMANCE BOND #1 (Page 4)

	ACKNOWLE	DGMENT OF PRI	NCIPAL IF A CORP	ORATION
State of New Y	ork	County of	Richmond	ORATION  ss: before me personally
On this 13th		February		ss:
came Claudio P	erfetto day of	1 coruary	, 20_17	before me personally
to me known who	heing by me duly a	wom did day a	say that he/she resides	
at 134 Chapin	Avenue	worn and depose and	say that he/she resides	
Staten Island, N	lew York 10304	Į.	t halaha is tha Pro	esident
of the corporation d	escribed in and whi	ch executed the fore	going instrument and	esident het hetsbe eigned kie/her name to
the foregoing instru	ment by order of the	directors of said co		
N //		)	Notary Public, 3	State of New York
Sally by	etaus	<b>\$</b>	No. 01FI	E6022837
Notary Poolic or Co	mmissioner of Dea	manufacture de la companya della companya della companya de la companya della com	Commission Expl	res April 05 20 19
7 7 5 0. 00	ammasioner of Deel	us.	OOMMINGOOM EXP	Kings County res April 05, 20 19
		MODERNIA OF TRE	CHALIF A PAKI	YEKSHIP
State of	The same and includes a supplication of the same and	County of		
came	ay or			before me personally
to me known, who, b	eing by me duly su	vorn did dispose and	say that he/she resides	before me personally
al	-			
*		* that	t he/she is	partner of
	- a minion	e ciiciai darinetsnin e	xisting under the laws of which executed the for	of the State of
and that ne/she signe said partnership.	d his/her name to d	e foregoing instrume	ent as the duly authoriz	ed and binding act of
Notary Public or Cor	nmissioner of Deed	<b>S.</b>		
	ACKNOWLE	DGMENT OF PRI	NCIPAL IF AN INDI	ZIDUAT.
State of		and the control of th	to the state of th	\$8:
				before me personally
to me known, who, be	ing by me duly sw	orn did depose and s	av that he/she resides	
at				
-		and	that he/she is the indivi	dual whose name is
instrument, said indiv	in instrument and a	cknowledged to me t	that by his/her signature	on the
	and the state of t	- K-1		
Notary Public or Com	missioner of Deeds	<del></del>		
epresentative of Princi	pal or Surety; (c) a rtificate of authorize	duly certified extract	anthority where bond is	e respective parties; (b) appropriate executed by agent, officer or other stions of Surety under which Power ued, and (d) certified copy of latest
		*****	k (m) (m)	

Affix Acknowledgments and Justification of Sureties.

CITY OF NEW YORK DDC

STANDARD CONSTRUCTION CONTRACT December 2013

## SURETY ACKNOWLEDGEMENT

State of New Jersey

SS:

County of Essex

On this 8th day of February, 2017, before me personally comes Michael Culnen to me known, who, being by me duly sworn, deposes and says that he resides in Mendham Township,

NJ that he is the Attorney-In-Fact of the Selective Insurance Company of America the

Corporation described in and which executed the foregoing instrument; that he knows that seal of said Corporation; that the seal affixed to the said instrument is such Corporate seal; that it was so affixed by the order of the Board of Directors of the said Corporation, and that he signed his name thereto by like order.

NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50009608
MY COMMISSION EXPIRES FEB. 4, 2020

(Signature and Title of Official Taking Acknowledgement)

BACARA DA CATADA CONTRARION CONTRARIONA CO



Selective Insurance Company of America 40 Wantage Avenue Branchville, New Jersey 07890 973-948-3000

BondNo.B 1180931

#### **POWER OF ATTORNEY**

Class B Performance Bond

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint Michael Culnen

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: Two Million Twenty Five Thousand Dollars (\$2,025,000.00)

Signed this 8th day of February,	<u> </u>
	SELECTIVE INSURANCE COMPANY OF AMERICALE COMP
	ORPORALL Q
	By:
	Brian C. Sarisky
	Its SVP, Strategic Business Units, Commercial Line ERS
STATE OF NEW JERSEY:	*

:ss. Branchville

**COUNTY OF SUSSEX** 

On this 8th day of February, 2017 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized. do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation has been done as the corporation of the corporation of the corporation has been done as the corporation of th as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble Notary Public of New Jersey My Commission Expires 6/2/2021

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

or and and the analysis of the state of the		
CERTIFI	ICATION	ANCE COMO
I do hereby certify as SICA's Corporate Secretary that the force and effect and this Power of Attorney issued pursuant to	egoing extract of SICA's By-Laws and Resolution and in accordance with the By-Laws is valid	SEAL SEAL
Signed this 8th day of February , 2017 .	Michael H. Lanza, SICA Corporate Secretary	1926 E

Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)



Selective Insurance Company of America 40 Wantage Avenue Branchville, New Jersey 07890 973-948-3000

BondNo.B 1180931

#### STATEMENT OF FINANCIAL CONDITION

Class B Performance Bond

I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2015:

ADMITTED ASSETS (in thousands)		LIABILITIES AND SURPLUS (in the	ousands)
Bonds	\$1,393,180	Reserve for losses and loss expenses	\$944,610
Preferred stocks at convention value	0	Reserve for unearned premiums Provision for unauthorized	329,223
Common stocks at convention values Subsidiary common stock at	150,204	reinsurance Commissions payable and	945
convention values	0	contingent commissions	28,717
Short-term investments Mortgage loans on real estate	73,117	Other accrued expenses	24,235
(including collateral loans)	35,163	Other liabilities	<u> 292,165</u>
Other invested assets	58,548	Total liabilities	1,619,895
Interest and dividends due or accrued	13,287		
Premiums receivable	318,478	Surplus as regards policyholders	<u>520,777</u>
Other admitted assets	<u>98,695</u>	77 ( 1.1° 1.11(1.1° ) )	
Total admitted assets	2,140,672	Total liabilities and surplus as regards policyholders	2,140,672

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and at

SEAL

SICA Corporate Secretary

STATE OF NEW JERSEY:

:ss. Branchville

**COUNTY OF SUSSEX** 

On this 1 day of Wareh 2016, before me, the undersigned officer, personally appeared Michael H. Lanza with acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein conthined, by signing the name of the corporation of AP, himself as Corporate Secretary.

My Commission Expires: Vibrium Lumbra Molary Public of New Jersey

My Commission Expires 8/2/2018



# ALL NOTICES REGARDING CLAIMS AGAINST THIS BOND MUST BE MAILED OR FAXED TO:

SELECTIVE INSURANCE COMPANY OF AMERICA

**Attention: BOND CLAIMS** 

P.O. Box 7265

London, KY 40742

Email address: CSVCenter@selective.com

Telefax: 866-324-3471

Phone: 866-455-9969

Bond No. B1180931

PAYMENT BOND (Page 1)

#### PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we,					
Perfetto Enterprises Co., Inc.					
2074 Richmond Terrace Staten Island, NY 10302					
					hereinafter referred to as the "Principal", and
Selective Insurance Company of America					
40 Wantage Avenue					
Branchville, NJ 07890					
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					
TWO MILLION TWENTY FIVE THOUSAND DOLLARS AND ZERO CENTS					
(\$2,025,000.) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.					
WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for					
FMS ID: SER200277 E-PIN: 85017B0044001 DDC PIN: 8502016SE0029C Construction of					
Storm Sewers in Forrestal Court, Etc - Borough of Staten Island					
a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;					
NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for					
(a) Wages and compensation for labor performed and services rendered by all persons engaged in					

the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site

PAYMENT BOND (Page 2)

of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

- (a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.
- (b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.
- (c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.
- (d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.
- (e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be place in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

CITY OF NEW YORK

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands

PAYMENT BOND (Page 3)

and seals, and such of them as are these presents to be signed by their	corporations have caused their corporate seals to be hereunto affixed and r proper officers, this 8th day of February, 2017.
(Seai)	Perfetto Enterprises Co., Inc. (L.S.) Principal
·	Claudio Perfetto President
(Seal)	Selective Insurance Company of America
	Michael-Culnen, Attorney-in-Fact
(Seal)	Surety
	Ву:
(Seal)	Surety
	Ву:
(Seal)	

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

Surety

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

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

PAYMENT BOND (Page 4)

ACMINION ELEDONIEM OF PRINCIPAL, IF A CURPURATION
State of New York County of Richmond ss:
On this 13thday of February, 2017, before me personally came Claudio Perfetto
to me known, who, being by me duly sworn did depose and say that he resides at 134 Chapin Avenue
to me known, who, being by me duly sworn did depose and say that he resides at 134 Chapin Avenue Staten Island, New York 10304 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 exercises and that he signed his name thereto by like order.
ATH THE EACH AND
Notary Public or Commissioner of Deeds
ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP
State of ss:
On this day of,, before me personally appeared
to me known, and known to me to be one of the members of the firm of
described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.
acknowledged to me that he executed the same as and for the act and deed of said firm.
Notary Public or Commissioner of Deeds
en de Maria de la Carlo de Maria de Ma Notas de la composiçõe de Maria de Mar
ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL
State of ss:
On this day of,, before me personally appeared
to me known, and known to me to be the person described in and who executed the foregoing instrument;
and acknowledged that he executed the same.
Notary Public or Commissioner of Deeds
Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond
s 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.
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.

CITY OF NEW YORK DDC

## SURETY ACKNOWLEDGEMENT

State of **New Jersey** 

SS:

County of Essex

On this 8th day of February, 2017, before me personally comes Michael Culnen to me known, who, being by me duly sworn, deposes and says that he resides in Mendham Township,

NJ that he is the Attorney-In-Fact of the Selective Insurance Company of America the

Corporation described in and which executed the foregoing instrument; that he knows that seal of said Corporation; that the seal affixed to the said instrument is such Corporate seal; that it was so affixed by the order of the Board of Directors of the said Corporation, and that he signed his

name thereto by like order.

CATHY M KNOKE

NOTARY PUBLIC

STATE OF NEW JERSEY

ID # 50009608

MY COMMISSION EXPIRES FEB. 4, 2020

(Signature and Title of Official Taking Acknowledgement)



Selective Insurance Company of America 40 Wantage Avenue Branchville, New Jersey 07890 **Bond**l 973-948-3000

BondNo.B 1180931

## **POWER OF ATTORNEY**

Class B Performance Bond

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint Michael Culnen

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **Two Million Twenty Five Thousand Dollars (\$2,025,000.00)** 

Signed tins	day of	
		SELECTIVE INSURANCE COMPANY OF AMERICALE COMPANY
		ORPORALE Q
		By: SEAL
		Brian C. Sarisky
		Its SVP, Strategic Business Units, Commercial Lines EAS

STATE OF NEW JERSEY:

:ss. Branchville

**COUNTY OF SUSSEX** 

On this 8th day of February, 2017 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the constraint of the purposes. Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
Notary Public of New Jersey
My Commission Expires 6/2/2021

Mulese Limble
Notary Public

Michael H. Lanza, SICA Corporate

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION	3 ANCE COMP
I do hereby certify as SICA's Corporate Secretary that the foregoing extraction force and effect and this Power of Attorney issued pursuant to and in according to the contract of the contrac	t of SICA's By-Laws and Resolution are sufficiently
Signed this 8th day of February , 2017 .	SEAL 1926

Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)



Selective Insurance Company of America 40 Wantage Avenue Branchville, New Jersey 07890 973-948-3000

BondNo.B 1180931

## STATEMENT OF FINANCIAL CONDITION

Class B Performance Bond

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convention values	0	contingent commissions	28,717
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(including collateral loans)	35,163	Other liabilities	<u> 292,165</u>
Other invested assets	58,548	Total liabilities	1,619,895
Interest and dividends due or accrued	13,287		
Premiums receivable	318,478	Surplus as regards policyholders	<u>520,777</u>
Other admitted assets	<u>98,695</u>		
Total admitted assets	2,140,672	Total liabilities and surplus as regards policyholders	2,140,672

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

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IN WITNESS WHEREOF, I hereunto subscribe my name and af

Michael H. Lanza SICA Corporate Secretary

STATE OF NEW JERSEY:

:ss. Branchville

COUNTY OF SUSSEX

On this 1 day of March 2016, before me, the undersigned officer, personally appeared Michael H. Lanza WENE. acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein combined, by signing the name of the corporation by A ? himself as Corporate Secretary.

Notary Public

My Commission Expires: Visuality Public of New Jersey My Commission Expires 6/2/2016



# ALL NOTICES REGARDING CLAIMS AGAINST THIS BOND MUST BE MAILED OR FAXED TO:

SELECTIVE INSURANCE COMPANY OF AMERICA

Attention: BOND CLAIMS

P.O. Box 7265

London, KY 40742

Email address: CSVCenter@selective.com

Telefax: 866-324-3471

Phone: 866-455-9969

Project ID.: SER200277

## **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.

	USI Insurance Services, LLC
	[Name Of Broker or Agent (Typewritten)]
	300 Executive Drive, West Orange, NJ 07052
	[Address Of Broker or Agent (Typewritten)]
	katlen.yesse@usi.com
	[E-Mail Address Of Broker or Agent (Typewritten)]
	973-965-3166/610-537-4508
	[Phone Number/Fax Number Of Broker or Agent (Typewritten)]
	( Dearte
	[Signature Of Authorized Official, Broker or Agent]
•	Andy Castle, Broker [Name And Title Of Authorized Official, Broker or
Non-Lauren	Agent (Typewritten)]
State of New Jersey )	
County of Essex	
Sworn to before me this <u>10th</u> day of <u>l</u>	February , 20 17
(ausur86	
NOTARY PUBLIC FOR THE STATE OF CORYNNE ALBERTSON NOTARY PUBLIC OF NEW JERSEY	New Jersey
ID # 50012153	

My Commission Expires 3/18/2020

Phone: (212) 587-5526

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^ 200602614 LOVELL SAFETY MANAGEMENT CO 110 WILLIAM ST 12TH FLOOR NEW YORK NY 10038



Scan to Validate

**POLICYHOLDER** 

PERFETTO ENTERPRISES COMPANY, INC 2074 RICHMOND AVE STATEN ISLAND NY 10302 CERTIFICATE HOLDER

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

POLICY NUMBER V2389 454-6 CERTIFICATE NUMBER 444242 PERIOD COVERED BY THIS CERTIFICATE 05/13/2016 TO 05/13/2017

DATE 5/24/2016

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2389 454-6 UNTIL 05/13/2017, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 05/13/2017 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 30 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790 VALIDATION NUMBER: 967041640

Client#: 1335944

PERFEENT2

### ACORD.

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Katlen M. Yesse	
USI Insurance Svcs - KORE CL	PHONE (A/C, No, Ext): 973 965-3100 FAX (A/C, No): 6	10 537-2349
300 Executive Drive	E-MAIL ADDRESS: katlen.yesse@usi.com	
West Orange, NJ 07052	INSURER(S) AFFORDING COVERAGE	NAIC#
973 965-3100	INSURER A: AXIS Surplus Insurance Company	26620
INSURED	INSURER B : Endurance American Specialty In	41718
Perfetto Enterprises Co., Inc. 2074 Richmond Terrace Staten Island, NY 10302	INSURER C : Starr Indemnity & Liability Com	38318
	INSURER D : New York State Insurance Fund,	9999
	INSURER E :	
	INSURER F ·	

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.

		ADDI	eupp		BOLICY EEG	DOLICY EVD		
	TYPE OF INSURANCE	INSR	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
X	COMMERCIAL GENERAL LIABILITY	X	X	P00100000091801	01/29/2017	01/29/2018	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	s 1,000,000
GEN					l		GENERAL AGGREGATE	\$2,000,000
	POLICY X PRO-				,		PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:						!	\$
AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	AUTOS AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
X	UMBRELLA LIAB X OCCUR	X	X	ELD30000250000	01/29/2017	01/29/2018	EACH OCCURRENCE	\$10,000,000
X	EXCESS LIAB CLAIMS-MADE			1000023430	01/29/2017	01/29/2018	AGGREGATE	\$10,000,000
	DED RETENTION \$							\$
	EMBLOVEDS! LIADILITY		X	V23894546	05/13/2016	05/13/2017	PER OTH- STATUTE ER	
		N/A					E.L. EACH ACCIDENT	<b>\$1,000,000</b>
(Mar	ndatory in NH)						E.L. DISEASE - EA EMPLOYEE	<b>\$1,000,000</b>
				W 15-2-1-1			E.L. DISEASE - POLICY LIMIT	<b>\$1,000,000</b>
							•	
	X X X Work AND AND (Mail If ye	CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- OTHER: AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS HIRED AUTOS HIRED AUTOS  X UMBRELLA LIAB X OCCUR EXCESS LIAB X OCCUR CLAIMS-MADE	CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY X PRO- OTHER:  AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS HIRED AUTOS HIRED AUTOS  X UMBRELLA LIAB X OCCUR  X EXCESS LIAB CLAIMS-MADE  DED RETENTION \$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTINER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED?  (Mandatory in NH) If yes, describe under	CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY X PRO- OTHER:  AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS HIRED AUTOS HIRED AUTOS  X UMBRELLA LIAB X OCCUR  X EXCESS LIAB CLAIMS-MADE  DED RETENTION \$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTINER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY X PRODUCE LOC  OTHER:  AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS  HIRED AUTOS  HIRED AUTOS  X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE  DED RETENTION \$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED?  (Mandatory in NH) If yes, describe under	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY X PRO- OTHER:  ANY AUTO ALL OWNED AUTOS HIRED AUTOS HIRED AUTOS  X UMBRELLA LIAB X OCCUR  X EXCESS LIAB  CLAIMS-MADE  X CLAIMS-MADE  X V23894546  O5/13/2016  NAA NY PROPRIETOR/PARTNER/EXECUTIVE Y MANY AUTO ANY PROPRIETOR/PARTNER/EXECUTIVE Y MANY AUTOR OFFICER/MEMBER EXCLUDED?  (Mandatory in NH) If yes, describe under	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY X JECT LOC  OTHER:  AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS HIRED AUTOS HIRED AUTOS  Y MBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE  DED RETENTION'S  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N ANY P	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  COMBINED SINGLE LIMIT  CENTER  ANY AUTO  AUTOS  AUTOS  NON-OWNED  AUTOS  AUTOS  NON-OWNED  AUTOS  NON-OWNED  AUTOS  NON-OWNED  AUTOS  AUTOS  NON-OWNED  AUTOS  NON-OWNE

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

RE: FMS ID: SER200277/ E-PIN: 85017B0044001/ DDC PIN: 8502016SE0029C. Construction of Storm Sewers in Forrestal Court, Etc, Borough of Staten Island, NY.

City of New York, including its officials and employees; National Gird are included as Additional Insured (See Attached Descriptions)

CERTIFICA		

New York Department of Design & Construction 30-30 Thomson Avenue Long Island City, NY 11101

#### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

MUD. 10

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All the second s	DESCRI	PTIONS (	Continued :	from Page 1		
on General Liability, Exc coverage are primary and	cess and Auto with cover nd non-contributory, with	rage at least as n coverage in a	broad as ISO Fo	orm CG 2010 & CG	2037, all	
xclusions of the policy	and written contract. Wa	aiver of Suprog	ation applies.			
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## CERTIFICATE OF LIABILITY INSURANCE

02/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT MIKE WINTER, AGENT NAME: MIKE WINTER, AGENT PHONE (AIC. No. Ext): 718,707,0075 E-MAIL AGORESS: PRODUCER MIKE WINTER (AC, No): 718.707.0085 10-33 JACKSON AVENUE LONG ISLAND CITY, NY 11101 NAIC # INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company 25178 INSURED PERFETTO ENTERPRISES CO IN INSURER C: 2319 RICHMOND TER INSURER D : STATEN ISLAND NY 10302-1116 INSURER E : INSURER F **REVISION NUMBER:** CERTIFICATE NUMBER: COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP ADDL SUBR POLICY NUMBER TYPE OF INSURANCE EACH OCCURRENCE GENERAL LIABILITY DAMAGE TO RENTED PREMISES (Ea occurrence) COMMERCIAL GENERAL LIABILITY MED EXP (Any one person) CLAIMS-MADE OCCUR 8 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE PRODUCTS - COMP/OP AGG GEN'L AGGREGATE LIMIT APPLIES PER: COMBINED SINGLE LIMIT (Es accident) POLICY 1,000,000 AUTOMOBILE LIABILITY BODILY INJURY (Per person) 02/02/2018 02/02/2017 197-8542-c58-32 OTI JA VIAA BODILY INJURY (Per accident) SCHEDULED AUTOS NON-OWNED AUTOS \$ ALL OWNED PROPERTY DAMAGE (Per accident) \$ HIRED AUTOS \$ \$ EACH OCCURRENCE UMBRELLA LIAB OCCUR AGGREGATE EXCESS LIAB CLAIMS-MADE RETENTION \$ DED WC STATU-WORKERS COMPENSATION
AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE
OFFICE/MEMBER EXCLUDED? E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE (Mandatory in NH) E.L. DISEASE - POLICY LIMIT \$ If yes, describe under DESCRIPTION OF OPERATIONS below DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 161, Additional Remarks Schedule, if more space is required) RE: FMS ID: SER200277/ E-PIN: 85017B0044001? DDC PIN: 8502016SE0029C. Construction of Storm Sewers in Forrestal Court, Etc, Borough of Staten Island, NY. City of New York, including its officials and employees; National Gird are included as Additional insured on auto with coverage at least as broad as ISO form CG 2010 & CG2037, all coverage are primary and non-contributory, with coverage in accordance with the terms, conditional and exclusions of the policy and written contract. CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. New York Department of Design & Construction 30-30 Thomson Avenue AUTHORIZED REPRESENTATIVE Ryan De Los Reyes

Ryan De Los Reyes

Distributy signed by Ryen De Loe Reyes

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Distributy signed by Ryen De Loe Reyes

Ryan D Long Island City, NY 11101

## 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.

	State Farm Ins.
•	[Name Of Broker or Agent (Typewritten)]
	1033 Jackson Ave LIC NY 11101
	[Address Of Broker or Agent (Typewritten)]
	Mike.Winter.P4GW@STATEFARM.COM
	[E-Mail Address Of Broker or Agent (Typewritten)]
	718-707-0075 / 718-707-0089
	[Phone Number/hax Number Of Broker or Agent (Typewritten)]
•	[Signature Of Authorized Official, Broker or Agent]
	MIKE WINTER/ AGENT
	[Name And Title Of Authorized Official, Broker or Agent (Typewritten)]
State ofNew York ) ss.:	
County ofNew York	
Swom to before me this 10th day of	February, 20_17
	Maria Maria
NOTARY PUBLIC FOR THE STATE OF	New York
DIANA D. DIAZ NOTARY PUBLIC-STATE OF NEW YORK	

No. 01DI6248812 Qualified in New York County My Commission Expires September 26, 2019



# CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1.To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier 1a. Legal Name and Address of Insured (Use street address only) 1b. Business Telephone Number of Insured PERFETTO ENTERPRISES COMPANY INC 718-442-4212 1c. NYS Unemployment Insurance Employer Registration Number of Insured 2074 RICHMOND TERRAC E 1d. Federal Employer Identification Number of Insured STATEN ISLAND, NY 10302 or Social Security Number 200602614 2. Name and Address of the Entity requesting Proof of Coverage 3a. Name of Insurance Carrier (Entity being listed as the Certificate Holder) ShelterPoint Life Insurance Company NYC Dept of Design and Construction 3b. Policy Number of Entity listed in box "1a": 30-30 Thomson Ave DBL479451 3c. Policy effective period: Long Island City, NY 11101 01/01/2017 12/31/2017 to 4. Policy covers: a. X All of the employer's employees eligible under the New York Disability Benefits Law Only the following class or classes of the 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 Benefits insurance coverage as described above. 2/10/2017 **Date Signed** (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier) Chief Executive Officer 516-829-8100 Telephone Number Title IMPORTANT: If box "4a" is 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" is checked, this certificate is NOT COMPLETE for the purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Worker's Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305. PART 2. To be completed by NYS Worker's Compensation Board (Only if box "4b" of Part 1 has been checked) State of New York Worker's Compensation Board According to information maintained by the NYS Worker's Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees. Date Signed (Signature of NYS Worker's Compensation Board Employee) Telephone Number Title

Please Note: Only insurance carriers licensed to write NYS Disability Benefits insurance policies and NYS Licensed Insurance Agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

### Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period?

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 after the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

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

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

#### **DISABILITY BENEFITS LAW**

## §220. Subd. 8

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

PERFORMANCE BOND #1 (Page 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost to complete the contract as determined by the City in excess of the balance of the Contract held by the City, plus any damages or costs to which the City is entitled, up to the full amount of the above penal sum, (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to the City. The Surety (Sureties) further agrees, at its option, either to notify the City that it elects to pay the city the cost of completion plus any applicable damages and costs under option (1) above, or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and, if the Surety elects to fully perform and complete the Work, then to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from the City of the cost of completion. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, and waivers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to subcontractors shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal. Notwithstanding the above, if the City makes payments to the Principal before the time required by the contract that in the aggregate exceed \$100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid for the completion of the Contract as if such sums had not been paid to the Principal, but shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor.

PERFORMANCE BOND #1 (Page 3)

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

day	of	, 20	
(Seal)			
			(L.S.)
		Principal	
·	Ву:		
(Seal)		Surety	
•	Ву:		
(Seal)		Surety	
	Ву:		
(Seal)		Surety	
	Ву:		
(Seal)		Surety	
	Ву:		
(Seal)	i .	Surety	
	Ву:		
Bond Premium Rate		<u>.</u>	
Bond Premium Cost			
If the Contractor (Principal) is a pa	rtnership the hand should	he signed by each of the in	ndividuale who
n the Contractor (Principal) is a pa	imersinp, me oona snoma	oc signou by cach of the h	TOT A TOTALD MIL

ire 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.

CITY OF NEW YORK DDC

PERFORMANCE BOND #1 (Page 4)

The second secon	ACKNOWLEDGMENT OF	PRINCIPAL IF A	CORPORATION
--	-------------------	----------------	-------------

State of	Cou	nty of	SS:
On this	day of	, 20	before me personally
at		epose and say that he/she reside	
of the corporation desc	rihed in and which executs	that he/she is the	d that he/she signed his/her name to
the foregoing instrume	nt by order of the directors	of said corporation as the duly	authorized and binding act thereof.
Notary Public or Com	missioner of Deeds.		
	ACKNOWLEDGMEN'	Г OF PRINCIPAL IF A PAR	TNERSHIP
State of	Cou	nty of	ss:
On this	day of	, 20	before me personally
to me known, who, bei at	ng by me duly sworn did di	spose and say that he/she resident	es
		; that he/she is	partner of
	, a limited/general pa	rtnership existing under the lay	vs of the State of
	, the partnership describ	ped in and which executed the f	oregoing instrument;
and that he/she signed l	his/her name to the foregoir	ng instrument as the duly author	rized and binding act of
said partnership.			-
Notary Public or Comn	nissioner of Deeds.		
	<b>ACKNOWLEDGMEN</b>	T OF PRINCIPAL IF AN IN	DIVIDUAL
State of	Cour	ity of	ss:
On this	day of	, 20	before me personally
to me known, who, bein	ng by me duly sworn did de	pose and say that he/she reside	
at			
subscribed to the within	instrument and acknowled	, and that he/she is the inc ged to me that by his/her signa	lividual whose name is
nstrument, said individ	ual executed the instrument	ged to me that by ms/ner signal.	ture on the
	·····		
Notary Public or Comm	issioner of Deeds		
epresentative of Principal Attorney or other certifications of the certification of the certi	ower of Attorney or other ce al or Surety; (c) a duly certif	rtificate of authority where bond fied extract from By-Laws or resent, officer or representative was	f the respective parties; (b) appropriat d is executed by agent, officer or othe solutions of Surety under which Powe issued, and (d) certified copy of lates
		* * * * * * *	

Affix Acknowledgments and Justification of Sureties.

CITY OF NEW YORK DDC

PERFORMANCE BOND #2 (Page 1)

#### PERFORMANCE BOND #2

That we,
That wo,
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 i full;
NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or it 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 it true intent and meaning, including repair and or replacement of defective work and guarantees of

maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

PERFORMANCE BOND #2 (Page 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to either (1) pay the full amount of the above penal sum in complete discharge and exoneration of this bond and of all the liabilities of the Surety relating to this bond, or (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof. The Surety (Sureties) further agrees, at its option, either to tender the penal sum or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any Work to be performed or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

PERFORMANCE BOND #2 (Page 3)

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

	<u> </u>	20	
Seal)			(1 S)
		Principal	(12.5.)
	Bv:		
Seal)			
		Surety	
	<b>R</b> v∙		
leal)		Surety	
	Ву:	·	
Seal)	·	Surety	
	Ву:		
Seal)		Surety	···
	Ву:		
Seal)		Surety	
	Ву:		
ID D			
ond Premium Rate		•	
ond Premium Cost			
the Contractor (Principal) is a partner artners.	ership, the bond should	be signed by each of the in-	dividuals who

duly authorized officer, agent, or attorney-in-fact.

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

PERFORMANCE BOND #2 (Page 4)

## ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of		County of		ss:
On this	day of	, 20		before me personally
came	<del>,</del>	orn did depose and say that		
to me known, wh	o, being by me duly sw	orn did depose and say that	he resides	
at	· · · · · · · · · · · · · · · · · · ·		_	
-f 4h		; that he/she is	the	
foregoing instrum	n described in and white nent by order of the dire	ch executed the foregoing in externs of said corporation as	nstrument; that I the duly authoriz	ne/she signed his/her name to the ed and binding act thereof.
Notary Public or	Commissioner of Deed	s.		
	ACKNOWLED	GMENT OF PRINCIPA	L IF A PARTN	ERSHIP
State of		County of		ss:
On this	day of	, 20		before me personally
to me known, who		orn did depose and say that l	he/she resides	
		; that he/she is		partner of
	, a lii	mited/general partnership ex	isting under the l	aws of the State of
		nership described in and whi		
and that he/she signal said partnership.	gned his/her name to th	e foregoing instrument as the	e duly authorized	and binding act of
Notary Public or (	Commissioner of Deeds	<u> </u>		
	ACKNOWLED	GMENT OF PRINCIPA	L IF AN INDIV	<u> VIDUAL</u>
State of		County of		ss:
On this	day of			before me personally
		orn did depose and say that h	ne/she resides	
		, and that he/sh	e is the individua	l whose name is
subscribed to the vinstrument, said in	within instrument and a adividual executed the i	cknowledged to me that by l	his/her signature	on the
Notary Public or C	Commissioner of Deeds	, •		
duly certified copy representative of Proof Attorney or othe	of Power of Attorney of of Power of of the o	or other certificate of authority duly certified extract from B or of its agent, officer or representations.	y where bond is on the sy-Laws or resolut	respective parties; (b) appropriate executed by agent, officer or other ions of Surety under which Power ed, and (d) certified copy of latest
		بالبياك ملك ملك ملك ملك خلك		

Affix Acknowledgments and Justification of Sureties.

CITY OF NEW YORK DDC

STANDARD CONSTRUCTION CONTRACT
December 2013

PAYMENT BOND (Page 1)

#### PAYMENT BOND

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 it 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

CITY OF NEW YORK

(a)

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

Wages and compensation for labor performed and services rendered by all persons engaged in

PAYMENT BOND (Page 2)

of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

- (a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.
- (b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.
- (c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.
- (d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.
- (e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be place in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

CITY OF NEW YORK

PAYMENT BOND (Page 3)

and seals, and such of them as ar these presents to be signed by the	e corporations have caused their corporate s ir proper officers, this day of _	eals to be hereunto affixed and
(Seal)	Principal	(L.S.)
	Ву:	<del></del>
(Seal)		
(Seal)	Surety	
	Ву:	
(Seal)		
	Surety	
	Ву:	
(Seal)		
(Com)	Surety	
	Ву:	
(Seal)		
(Jour)	Surety	
	Ву:	· · · · · · · · · · · · · · · · · · ·

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

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

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

PAYMENT BOND (Page 4)

ACKNOWLEDGMENT	OF PRINCIPAL, IF A C	ORPORATION	
State of	County of	ss:	
On this day of	,, before m	e personally came	<u> </u>
to me known, who, being	by me duly sworn did depo	se and say that he resides at	
<del></del>	that	he is the	of
corporation; that one of th	e seals affixed to said instr	foregoing instrument; that he knows the rument is such seal; that it was so affixed is name thereto by like order.	seal of said by order of
	ţ		
	Notary Publi	c or Commissioner of Deeds	
ACKNOWLEDGMENT	OF PRINCIPAL, IF A P.	ARTNERSHIP	
State of	County of	ss:	
On this day of	hefore me	e personally appeared	
to me known, and known to	o me to be one of the mem	bers of the firm of	
in the time will the time will the	described in and w	ho executed the foregoing instrumen	t: and he
acknowledged to me that h	ne executed the same as and	ho executed the foregoing instrumen for the act and deed of said firm.	t, and ne
admin wroagoa to mo that h	o oxocated the same as and	for the act and deed of said fifth.	
	Notary Publi	c or Commissioner of Deeds	
ACKNOWLEDGMENT	OF PRINCIPAL, IF AN	INDIVIDUAL	
State of	County of	95.	
On this day of	, before me	personally appeared	
to me known, and known and acknowledged that he	to me to be the person desc	cribed in and who executed the foregoing	g instrument;
and acknowledged that he	executed the same.		
			3
	Notary Publi	c or Commissioner of Deeds	
Each executed bon	d should be accompanied by	by: (a) appropriate acknowledgments of t	he respective
parties; (b) appropriate dur	y certified copy of Power of	f Attorney or other certificate of authority	y where bond
s executed by agent, office	er or other representative of	f Principal or Surety; (c) a duly certified	extract from
By-Laws or resolutions of	Surety under which Pow	er of Attorney or other certificate of au	thority of its
agent, officer or represental issets and liabilities of Sure	tive was issued, and (d) ce	ertified copy of latest published financial	statement of
	* * * *	* * * *	
	Affix Acknowledgments ar	nd Justification of Sureties.	
	* * * * Affix Acknowledgments ar		

CITY OF NEW YORK DDC

(NO TEXT ON THIS PAGE)

#### SCHEDULE OF WORKMEN, MECHANICS AND LABORERS

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

Request for interpretation or correction under Subsection A of Section No. 3 in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the work under this contract.

In the event that a trade not listed in the classification of trades required to be used at the time of the award of the contract is in fact employed during the performance of this contract, the Contractor shall be required to obtain from the agency the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this contract at the price at which the contract was awarded.

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

CODI	<u> </u>	CLASSIFICATION
	23 061 23 062 23 063	Operating Engineer-Road & Heavy Construction Operating Engineer-Paving Operating Engineer-Concrete
16	23 071 23 072 23 073 23 074	Teamster-Heavy Equipment Trailer Driver Teamster-Dump Truck Driver Teamster-Flat Bed Trailer Driver (3-Axle) Teamster-Redi-Mix (Sand and Gravel)
16	29 011	Drill Runners
17	11 001	Plumbers
1,7	21 001	Painter (Brush & Roller)
17	31 001	Electrician
17 17 17	41 001 41 002 41 004	Bricklayer Mason Tender Cement Mason
17	42 002	Metallic Lather
17 17	51 001 51 002	Carpenter Dock Builder
17	71 001	Cement & Concrete Worker
17	91 001	Structural Iron Worker
17	95 001	Barman
17	96 021	Derrickmen & Riggers
17 17 17	99 001 99 002 99 005	Ornamental Iron Worker Sandblaster Pointers (Waterproofer)
17	99 011	Welders

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

#### LABOR LAW §220 PREVAILING WAGE SCHEDULE

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to Labor Law §220 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work contracts.

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

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

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

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public works contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-7974. All callers must have the agency name and contract registration number available when calling with questions on public works contracts. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

The appropriate schedule of prevailing wages and benefits must be posted at all public work sites pursuant to Labor Law §220 (3-a) (a).

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

The Comptroller's Office has attempted to include all overtime, shift and night differential, Holiday, Saturday, Sunday or other premium time work. However, this schedule does not set forth every prevailing practice with respect to such rates with which employers must comply. All such practices are nevertheless part of the employer's prevailing wage obligation and contained in the collective bargaining agreements of the prevailing wage unions. These collective bargaining agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 1 of 87

Prevailing rates and ratios for apprentices are attached to this schedule in the Appendix. Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be employed on a public work project. Workers who are not journey persons or not registered apprentices pursuant to Labor Law §220 (3-e) may not be substituted for apprentices and must be paid as journey persons.

Public Work construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement contracts awarded pursuant to a Project Labor Agreement ("PLA") in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA's pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor's Office of Contract Services (MOCS) web page at http://www.nyc.gov/html/mocs/html/vendors/pla.shtml.

All the provisions of Labor Law section 220 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's 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 benefits which cost the employer no less than the prevailing supplemental benefits rate; or
- 2) Supplement the employee's hourly wage by an amount no less than the prevailing supplemental benefits rate; or
- 3) Provide a combination of bona-fide benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

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

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

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

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# **ASBESTOS HANDLER**

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

## **Asbestos Handler**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$36.00

Supplemental Benefit Rate per Hour: \$16.45

#### **Overtime**

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

Time and one half the regular rate for Sunday.

Time and one half the regular hourly rate after 40 hours in any work week.

### **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s). New Year's Day Good Friday Memorial Day Independence Day

Labor Day

hanksgiving Day

Christmas Day

**Easter** 

# **Paid Holidays**

None

(Local #78 and Local #12A)

## **BLASTER**

## <u>Blaster</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$44.93

Supplemental Benefit Rate per Hour: \$46.24

# **Blaster (Hydraulic)**

Effective Period: 7/1/2016 - 6/30/2017

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Wage Rate per Hour: \$45.78

Supplemental Benefit Rate per Hour: \$46.24

## Blaster - Trac Drill Hydraulic

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$40.12

Supplemental Benefit Rate per Hour: \$46.24

## Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$39.31

Supplemental Benefit Rate per Hour: \$46.24

### Blaster - Operators of Jack Hammers

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

Hydraulic Asphalt and Concrete Breakers: Hydro (Water) Demolition

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$38.23

Supplemental Benefit Rate per Hour: \$46.24

## **Blaster - Powder Carriers**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$34.20

Supplemental Benefit Rate per Hour: \$46.24

# Blaster - Hydraulic Trac Drill Chuck Tender

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$32.88

Supplemental Benefit Rate per Hour: \$46.24

## Blaster - Chuck Tender & Nipper

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$32.10

Supplemental Benefit Rate per Hour: \$46.24

# Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$17.80

Supplemental Benefit Rate per Hour: \$46.24

## **Overtime Description**

Magazine Keepers:

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

All Other Employees:

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

#### **Overtime Holidays**

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

New Year's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

None

#### **Shift Rates**

A single shift shall be 8 hours plus an unpaid lunch, starting at 8:00 A.M (or between 6:00 A.M. and 10:00 A.M. on veekdays). When two (2) shifts are employed, each shift shall be 8 hours plus ½ hour unpaid lunch. When three (3) shifts are employed, each shift will work seven and one-half (7 ½) hours, but will be paid for eight (8) hours, since only one-half (½) hour is allowed for mealtime. When two (2) or more shifts are employed, single time will be paid for each shift. The first 8 hours of any and all work performed Monday through Friday inclusive of any off-shift shall be at the single time rate.

(Local #29)

# **BOILERMAKER**

# <u>Boilermaker</u>

Effective Period: 7/1/2016 - 12/31/2016

Wage Rate per Hour: \$53.36

Supplemental Benefit Rate per Hour: \$42.33

Supplemental Note: For time and one half overtime - \$62.88 For double overtime - \$83.42

Effective Period: 1/1/2017 - 6/30/2017 Wage Rate per Hour: \$55.23

Supplemental Benefit Rate per Hour: \$42.96

upplemental Note: For time and one half overtime - \$63.82 For double overtime - \$84.68

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## **Overtime Description**

For Repair and Maintenance work:
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
For New Construction work:
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

#### **Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day

Independence Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

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

### **Paid Holidays**

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

#### Shift Rates

When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7 ½) hours and receive eight hours at the regular straight time hourly rate plus twenty-five cents (\$0.25) per hour. The third shift shall work seven (7) hours and receive eight hours at the regular straight time hourly rate plus fifty cents (\$0.50) per hour. A thirty (30) minute lunch period shall not be considered as time worked. Work in excess of the above shall be paid overtime at the appropriate new construction work or repair work overtime wage and supplemental benefit hourly rate.

(Local #5)

## **BRICKLAYER**

## **Bricklayer**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$52.59

Supplemental Benefit Rate per Hour: \$30.00

#### **Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

### **Overtime Holidays**

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

New Year's Day President's Day Memorial Day

Independence Day

Labor Day

Thanksgiving Day

**Christmas Day** 

## Paid Holidays

None

#### Shift Rates

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

Bricklayer District Council)

# CARPENTER - BUILDING COMMERCIAL

# **Building Commercial**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$52.50

Supplemental Benefit Rate per Hour: \$46.28

#### **Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s). New Year's Day

Washington's Birthday

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

### **Paid Holidays**

None

#### **Shift Rates**

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

(Carpenters District Council)

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

# **Heavy Construction Work**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$51.63

Supplemental Benefit Rate per Hour: \$48.65

#### Overtime<sup>®</sup>

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** 

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# 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)

# **CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST**

## **Carpenter - Hod Hoist**

(Assisted by Mason Tender)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$50.50

Supplemental Benefit Rate per Hour: \$44.80

## Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

#### Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

**Labor Day** 

**Columbus Day** 

**Presidential Election Day** 

**Thanksgiving Day** 

Day after Thanksgiving

**Christmas Day** 

## **Paid Holidays**

None

#### Shift Rates

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

(Carpenters District Council)

### **CEMENT & CONCRETE WORKER**

### **Cement & Concrete Worker**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$42.48

Supplemental Benefit Rate per Hour: \$23.00

Supplemental Note: \$25.75 on Saturdays; \$28.50 on Sundays & Holidays

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

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$32.00

Supplemental Benefit Rate per Hour: \$16.00

Supplemental Note: \$17.25 on Saturdays; \$18.50 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

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1/2 day before New Year's Day

#### **Shift Rates**

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

(Cement Concrete Workers District Council)

### **CEMENT MASON**

## **Cement Mason**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$40.72

Supplemental Benefit Rate per Hour: \$38.96

Supplemental Note: For time and one half overtime - \$48.21; For double overtime - \$57.46

### **Overtime Description**

Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday.

## **Overtime Holidays**

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

## Paid Holidays

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

#### **Shift Rates**

For an off shift day, (work at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential. Four Days a week at Ten (10)hour day.

(Local #780) (BCA)

### CORE DRILLER

## **Core Driller**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$37.82

Supplemental Benefit Rate per Hour: \$24.00

## Core Driller Helper

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$30.17

Supplemental Benefit Rate per Hour: \$24.00

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

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$27.15

Supplemental Benefit Rate per Hour: \$24.00

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

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$24.14

Supplemental Benefit Rate per Hour: \$24.00

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

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$21.12

Supplemental Benefit Rate per Hour: \$24.00

## **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



#### Shift Rates

The shift day shall be the continuous eight and one-half (8½) hours from 6:00 A.M. to 2:30 P.M. and from 2:30 P.M. to 11:00 P.M., including one-half (½) hour of employees regular rate of pay for lunch. When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive seventy-five cents (\$0.75) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

(Carpenters District Council)

## **DERRICKPERSON AND RIGGER**

## **Derrick Person & Rigger**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour; \$45.48

Supplemental Benefit Rate per Hour: \$50.00

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

Queens. \$51.42 - For work performed in Staten Island.

## **Overtime Description**

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

#### Overtime

Double time the regular rate for Sunday.

## **Overtime Holidays**

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

## **Paid Holidays**

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

ocal #197)

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#### DIVER

## Diver (Marine)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$65.38

Supplemental Benefit Rate per Hour: \$48.65

## **Diver Tender (Marine)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$46.44

Supplemental Benefit Rate per Hour: \$48.65

#### **Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

## Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

**Independence Day** 

Labor Day

Columbus Day

**Presidential Election Day** 

Thanksgiving Day

**Christmas Day** 

## Paid Holidays

None

#### **Shift Rates**

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

(Carpenters District Council)

# DOCKBUILDER - PILE DRIVER

# **Dockbuilder - Pile Driver**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$51.63

Supplemental Benefit Rate per Hour: \$48.65

#### Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

weather.

## Overtime Holidays

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

New Year's Day President's Day Memorial Day

Independence Day

Labor Day Columbus Day

Presidential Election Day

Thanksgiving Day Christmas Day

## **Paid Holidays**

None

#### Shift Rates

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

(Carpenters District Council)

**DRIVER: TRUCK (TEAMSTER)** 

# **Driver - Dump Truck**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$40.15

Supplemental Benefit Rate per Hour: \$43.39

Supplemental Note: Over 40 hours worked: at time and one half rate - \$18.44; at double time rate - \$24.58

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### **Driver - Tractor Trailer**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$41.46

Supplemental Benefit Rate per Hour: \$43.65

Supplemental Note: Over 40 hours worked: at time and one half rate - \$16.65; at double time rate - \$22.20

## **Driver - Euclid & Turnapull Operator**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$42.03

Supplemental Benefit Rate per Hour: \$43.65

Supplemental Note: Over 40 hours worked: at time and one half rate - \$16.65; at double time rate - \$22.20

### **Overtime Description**

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

#### **Overtime**

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

## **Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

## Paid Holidays

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

#### **Shift Rates**

Off single shift work commencing between 6:00 P.M. and 5:00 A.M. shall work eight and one half 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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$36.30

Supplemental Benefit Rate per Hour: \$40.02

Supplemental Note: Over 40 hours worked: time and one half rate \$13.90, double time rate \$18.53

### **Overtime Description**

For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to paid for these holidays, provided they shape each remaining workday during that calendar week.

#### **Overtime**

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

#### Overtime Holidays

Double time the regular rate for work on the following holiday(s). President's Day
Columbus Day
Veteran's Day

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

### **Paid Holidays**

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

(Local #282)

### **ELECTRICIAN**

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

## Electrician "A" (Regular Day)

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$54.00

Supplemental Benefit Rate per Hour: \$51.86

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$56.00

Supplemental Benefit Rate per Hour: \$54.35

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

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$81.00

Supplemental Benefit Rate per Hour: \$55.24

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$84.00

Supplemental Benefit Rate per Hour: \$57.86

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

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$54.00

Supplemental Benefit Rate per Hour: \$51.86

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$56.00

Supplemental Benefit Rate per Hour: \$54.35

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

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$81.00

Supplemental Benefit Rate per Hour: \$55.24

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$84.00

Supplemental Benefit Rate per Hour: \$57.86

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

Effective Period: 7/1/2016 - 5/10/2017

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Wage Rate per Hour: \$63.36

Supplemental Benefit Rate per Hour: \$59.01

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$65.71

Supplemental Benefit Rate per Hour: \$61.94

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

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$95.04

Supplemental Benefit Rate per Hour: \$62.98

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$98.57

Supplemental Benefit Rate per Hour: \$66.05

## Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$70.97

Supplemental Benefit Rate per Hour: \$65.05

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$73.60

Supplemental Benefit Rate per Hour: \$68.33

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

Effective Period: 7/1/2016 - 5/10/2017 Wage Rate per Hour: \$106.46

Supplemental Benefit Rate per Hour: \$69.50

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$110.40

Supplemental Benefit Rate per Hour: \$72.95

#### **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 abor Day

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

### **Paid Holidays**

None

#### **Shift Rates**

When so elected by the Employer, one or more shifts of at least five days duration may be scheduled as follows: Day Shift: 8:00 am to 4:30 pm, Swing Shift 4:30 pm to 12:30 am, Graveyard Shift: 12:30 am to 8:00 am.

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is \$25.14 and effective 5/11/17 \$25.67.

## 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: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$28.00

Supplemental Benefit Rate per Hour: \$21.85

First and Second Year "M" Wage Rate Per Hour: \$23.50 First and Second Year "M" Supplemental Rate: \$19.54

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$28.50

Supplemental Benefit Rate per Hour: \$22.10

First and Second Year "M" Wage Rate Per Hour: \$24.00 First and Second Year "M" Supplemental Rate: \$19.80

# **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: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$42.00

Supplemental Benefit Rate per Hour: \$23.60

First and Second Year "M" Wage Rate Per Hour: \$35.25 First and Second Year "M" Supplemental Rate: \$21.01

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Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$42.75

Supplemental Benefit Rate per Hour: \$23.89

First and Second Year "M" Wage Rate Per Hour: \$36.00 First and Second Year "M" Supplemental Rate: \$21.30

#### **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

(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: 7/1/2016 - 3/9/2017

Wage Rate per Hour: \$32.00

Supplemental Benefit Rate per Hour: \$15.47

Supplemental Note: \$13.97 only after 8 hours worked in a day

Effective Period: 3/10/2017 - 6/30/2017

Wage Rate per Hour: \$32.40

upplemental Benefit Rate per Hour: \$16.10

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Supplemental Note: \$14.60 only after 8 hours worked in a day

## **Overtime Description**

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.

Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

#### **Overtime**

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

## **Paid Holidays**

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

#### **Shift Rates**

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:00 A.M.

#### **Vacation**

At least 1 year of employment......ten (10) days 5 years or more of employment......fifteen (15) days 10 years of employment......twenty (20) days Plus one Personal Day per year

Sick Days:

One day per Year. Up to 4 vacation days may be used as sick days.

(Local #3)

## **ELECTRICIAN-STREET LIGHTING WORKER**

# **Electrician - Electro Pole Electrician**

Effective Period: 7/1/2016 - 5/17/2017

Wage Rate per Hour: \$54.00

Supplemental Benefit Rate per Hour: \$53.69

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Effective Period: 5/18/2017 - 6/30/2017

Wage Rate per Hour: \$56.00

Supplemental Benefit Rate per Hour: \$56.26

## **Electrician - Electro Pole Foundation Installer**

Effective Period: 7/1/2016 - 5/17/2017

Wage Rate per Hour: \$40.93

Supplemental Benefit Rate per Hour: \$40.12

Effective Period: 5/18/2017 - 6/30/2017

Wage Rate per Hour: \$41.54

Supplemental Benefit Rate per Hour: \$41.02

## Electrician - Electro Pole Maintainer

Effective Period: 7/1/2016 - 5/17/2017

Wage Rate per Hour: \$35.05

Supplemental Benefit Rate per Hour: \$36.11

Effective Period: 5/18/2017 - 6/30/2017

Wage Rate per Hour: \$35.58

Supplemental Benefit Rate per Hour: \$36.89

## **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

# Paid Holidays

**Christmas Day** 

None

(Local #3)

#### **ELEVATOR CONSTRUCTOR**

## **Elevator Constructor**

Effective Period: 7/1/2016 - 3/16/2017

Wage Rate per Hour: \$60.96

Supplemental Benefit Rate per Hour: \$32.65

Effective Period: 3/17/2017 - 6/30/2017

Wage Rate per Hour: \$62.64

Supplemental Benefit Rate per Hour: \$34.25

### **Overtime Description**

For New Construction: work performed after 7 or 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

#### **Overtime**

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

### **Paid Holidays**

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

#### **Vacation**

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

(Local #1)

# ELEVATOR REPAIR & MAINTENANCE

## **Elevator Service/Modernization Mechanic**

Effective Period: 7/1/2016 - 3/16/2017

Wage Rate per Hour: \$47.91

Supplemental Benefit Rate per Hour: \$32.51

Effective Period: 3/17/2017 - 6/30/2017

Wage Rate per Hour: \$49.14

Supplemental Benefit Rate per Hour: \$34.11

### **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)

#### **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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$65.94

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63.67 on overtime

Shift Wage Rate: \$105.50

# **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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$63.98

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63.67 on overtime

Shift Wage Rate: \$102.37

# **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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$60.69

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63.67 on overtime

Shift Wage Rate: \$97.10

## **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

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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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$63.68

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63.67 on overtime

Shift Wage Rate: \$101.89

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

On Base Mounted Tower Cranes

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$83.66

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63.67 on overtime

Shift Wage Rate: \$133.86

# Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$42.01

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63.67 on overtime

Shift Wage Rate: \$67.22

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

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$43.11

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63.67 on overtime

Shift Wage Rate: \$68.98

# **Engineer - Heavy Construction Oilers I**

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

ffective Period: 7/1/2016 - 6/30/2017

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Wage Rate per Hour: \$57.42

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63.67 on overtime

Shift Wage Rate: \$91.87

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

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

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$39.70

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63.67 on overtime

Shift Wage Rate: \$63.52

## **Engineer - Steel Erection Maintenance Engineers**

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$61.13

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63.67 on overtime

Shift Wage Rate: \$97.81

# **Engineer - Steel Erection Oiler I**

On a Truck Crane

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$57.21

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63.67 on overtime

Shift Wage Rate: \$91.54

# **Engineer - Steel Erection Oiler II**

On a Crawler Crane

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$43.54

Supplemental Benefit Rate per Hour: \$35.41

Supplemental Note: \$63.67 on overtime

Shift Wage Rate: \$69.66

## **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.

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#### **Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

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

## **Paid Holidays**

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

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

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

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

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$58.30

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63.67 on overtime

# <u>Engineer - Building Work Maintenance Engineers II</u>

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$45.28

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63.67 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 achines of a similar nature.

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Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$55.42

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63.67 on overtime

## **Engineer - Building Work Oilers II**

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

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$41.16

Supplemental Benefit Rate per Hour: \$35.41 Supplemental Note: \$63.67 on overtime

## **Overtime Description**

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

#### **Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

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

## Paid Holidays

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

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

#### Shift Rates

Off Shift: double time the regular hourly rate.

(Local #15)

# **ENGINEER - CITY SURVEYOR AND CONSULTANT**

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# **Party Chief**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$38.18

Supplemental Benefit Rate per Hour: \$20.15

Supplemental Note: Overtime Benefit Rate - \$27.65 per hour (time & one half) \$35.15 per hour (double time).

## **Instrument Person**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$31.47

Supplemental Benefit Rate per Hour: \$20.15

Supplemental Note: Overtime Benefit Rate - \$27.65 per hour (time & one half) \$35.15 per hour (double time).

## Rodperson

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$27.24

Supplemental Benefit Rate per Hour: \$20.15

Supplemental Note: Overtime Benefit Rate - \$27.65 per hour (time & one half) \$35.15 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.)

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## Field Engineer - BC Party Chief

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$60.10

Supplemental Benefit Rate per Hour: \$32.15

Supplemental Note: Overtime Benefit Rate - \$44.90 per hour (time & one half) \$57.65 per hour (double time).

## Field Engineer - BC Instrument Person

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$46.69

Supplemental Benefit Rate per Hour: \$32.15

Supplemental Note: Overtime Benefit Rate - \$44.90 per hour (time & one half) \$57.65 per hour (double time).

## Field Engineer - BC Rodperson

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$30.20

Supplemental Benefit Rate per Hour: \$32.15

Supplemental Note: Overtime Benefit Rate - \$44.90 per hour (time & one half) \$57.65 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 Dav

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.)

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# Field Engineer - HC Party Chief

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$68.09

Supplemental Benefit Rate per Hour: \$33.54

Supplemental Note: Overtime benefit rate - \$46.86 per hour (time & one half), \$60.18 per hour (double time).

# Field Engineer - HC Instrument Person

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$49.98

Supplemental Benefit Rate per Hour: \$33.54

Supplemental Note: Overtime benefit rate - \$46.86 per hour (time & one half), \$60.18 per hour (double time).

## Field Engineer - HC Rodperson

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$41.93

Supplemental Benefit Rate per Hour: \$33.54

Supplemental Note: Overtime benefit rate - \$46.86 per hour (time & one half), \$60.18 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

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Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$63.64

Supplemental Benefit Rate per Hour: \$33.04

Supplemental Note: Overtime benefit rate - \$46.11 per hour (time & one half), \$59.18 per hour (double time).

## Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$49.59

Supplemental Benefit Rate per Hour: \$33.04

Supplemental Note: Overtime benefit rate - \$46.11 per hour (time & one half), \$59.18 per hour (double time).

## Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$33.20

Supplemental Benefit Rate per Hour: \$33.04

Supplemental Note: Overtime benefit rate - \$46.11 per hour (time & one half), \$59.18 per hour (double time).

#### **Overtime Description**

Time and one half the regular rate for Saturday for the first eight hours worked.

Double time the regular rate for Saturday for work performed in excess of eight hours.

#### **Overtime**

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

Double time the regular rate for Sunday.

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

### Paid Holidays

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

Thanksgiving Day

**Christmas Day** 

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

(Operating Engineer Local #15-D)

### **ENGINEER - OPERATING**

# Operating Engineer - Road & Heavy Construction I

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 36 of 87

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$73.90

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$118.24

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

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

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$76.51

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$122.42

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

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

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$78.96

Supplemental Benefit Rate per Hour: \$31.10
Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$126.34

# **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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$77.07

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$123.31

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

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

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$75.55

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$120.88

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# Operating Engineer - Road & Heavy Construction VI

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

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$71.78

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$114.85

## Operating Engineer - Road & Heavy Construction VII

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

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$57.96

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$92.74

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

**Utility Compressors** 

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$44.98

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$56.70

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

**Horizontal Boring Rig** 

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$68.25

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$109.20

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

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$62.73

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$100.37

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# 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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$48.73

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$77.97

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

All Drills and Machines of a similar nature.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$72.53

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$116.05

# Operating Engineer - Road & Heavy Construction XIII

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

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$70.24

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$112.38

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

**Concrete Mixer** 

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$67.16

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$107.46

# 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: 7/1/2016 - 6/30/2017

Vage Rate per Hour: \$45.27

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Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$72.43

## 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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$64.13

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$102.61

## Operating Engineer - Road & Heavy Construction XVII

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

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$64.63

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$103.41

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

**Tower Crane** 

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$92.76

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$148.42

# Operating Engineer - Paving I

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

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$71.78

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$114.85

# Operating Engineer - Paving II

**Asphalt Roller** 

Effective Period: 7/1/2016 - 6/30/2017

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Wage Rate per Hour: \$69.91

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$111.86

# **Operating Engineer - Paving III**

#### **Asphalt Plants**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$59.14

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$94.62

# <u>Operating Engineer - Concrete I</u>

#### **Cranes**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$76.73

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

# <u> Operating Engineer - Concrete II</u>

#### Compressors

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$45.62

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

# **Operating Engineer - Concrete III**

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

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$61.31

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

# <u>Operating Engineer - Steel Erection I</u>

Three Drum Derricks

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$79.54

Supplemental Benefit Rate per Hour: \$31.10 upplemental Note: \$56.50 overtime hours

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Shift Wage Rate: \$127.26

# **Operating Engineer - Steel Erection II**

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

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$76.43

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$122.29

# **Operating Engineer - Steel Erection III**

Compressors, Welding Machines.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$45.34

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$72.54

# **Operating Engineer - Steel Erection IV**

**Compressors - Not Combined with Welding Machine.** 

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$43.17

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

Shift Wage Rate: \$69.07

# Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$63.12

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

# Operating Engineer - Building Work II

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, Jacking System, etc.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$47.26

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Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

# **Operating Engineer - Building Work III**

**Double Drum** 

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$71.85

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

## Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$76.12

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

## **Operating Engineer - Building Work V**

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$70.13

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

# Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$69.39

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

# **Operating Engineer - Building Work VII**

Rack & Pinion and House Cars

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$55.17

Supplemental Benefit Rate per Hour: \$31.10 Supplemental Note: \$56.50 overtime hours

For New House Car projects Wage Rate per Hour \$44.02

# evertime Description

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

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

#### **Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

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

## **Paid Holidays**

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

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

#### **Shift Rates**

For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

(Operating Engineer Local #14)

## FLOOR COVERER

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

# Floor Coverer

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$50.50

Supplemental Benefit Rate per Hour: \$45.88

#### **Overtime**

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

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Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

## **Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day
Independence Day
Labor Day
Columbus Day

Presidential Election Day

Thanksgiving Day
Day after Thanksgiving
Christmas Day

## Paid Holidays

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

#### **Shift Rates**

Two shifts may be utilized with the first shift working 8:00 A.M. to the end of the shift at the straight time of pay. The second shift will receive one hour at double time rate for the last hour of the shift. (eight for seven, nine for eight).

**Carpenters District Council)** 

#### **GLAZIER**

(New Construction, Remodeling, and Alteration)

# <u>Glazier</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$44.45°

Supplemental Benefit Rate per Hour: \$37.84

Supplemental Note: Supplemental Benefit Overtime Rate: \$46.84

#### **Overtime Description**

An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay.

#### **Overtime**

Double time the regular rate after a 7 hour day. Double time the regular time rate for Saturday. Double time the regular rate for Sunday.

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## **Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

## **Paid Holidays**

None

#### **Shift Rates**

Shifts shall be any 7 hours beyond 4:00 P.M. for which the glazier shall receive 8 hours pay for 7 hours worked.

(Local #1281)

## **GLAZIER - REPAIR & MAINTENANCE**

(For the Installation of Glass - All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$127,628. Except where enumerated (i.e. plate glass windows) does not apply to non-residential buildings.)

# Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non commercial buildings), Glass tinting.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$23.78

Supplemental Benefit Rate per Hour: \$20.14

#### **Overtime**

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

Double time the regular rate for Sunday.

Time and one half the regular hourly rate after 40 hours in any work week.

# **Paid Holidays**

New Year's Day President's Day

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Memorial Day Independence Day Labor Day Thanksgiving Day Day after Thanksgiving Christmas Day

(Local #1281)

# **HEAT AND FROST INSULATOR**

## **Heat & Frost Insulator**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$57.78

Supplemental Benefit Rate per Hour: \$38.96

## **Overtime Description**

Double time shall be paid for supplemental benefits during overtime work. 8th hour paid at time and one half.

## Overtime

Double time the regular rate after an 8 hour day. Double time the regular time rate for Saturday. Double time the regular rate for Sunday.

#### Overtime Holidays

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

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

# **Paid Holidays**

None

#### Shift Rates

The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium. Off hour work in occupied or retail buildings may be worked on weekdays with an increment of \$1.00 per hour and eight hours pay for seven (7) hours worked. Double time will apply for over seven (7) hours worked on weekdays, weekends or holidays.

(Local #12) (BCA)

# HOUSE WRECKER (TOTAL DEMOLITION)

## House Wrecker - Tier A

On all work sites the first, second, eleventh and every third House Wrecker thereafter will be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). Other House Wreckers may be Tier B House Wreckers.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$36.33

Supplemental Benefit Rate per Hour: \$27.77

## **House Wrecker - Tier B**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$25.56

Supplemental Benefit Rate per Hour: \$20.45

#### 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

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(Mason Tenders District Council)

## IRON WORKER - ORNAMENTAL

## **Iron Worker - Ornamental**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$43.75

Supplemental Benefit Rate per Hour: \$49.57

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.

# **Dvertime Holidays**

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

# Paid Holidays

None

#### Shift Rates

For off shift work - 8 hours pay for 7 hours of work. When two or three shifts are employed on a job, Monday through Friday, the workday for each shift shall be seven hours and paid for ten and one-half hours at the single time rate. When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven hours and paid fifteen and three-quarters hours.

(Local #580)

## IRON WORKER - STRUCTURAL

## Iron Worker - Structural

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$49.50

Supplemental Benefit Rate per Hour: \$69.74

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in

effect.

## **Overtime Description**

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

#### **Overtime**

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

## **Overtime Holidays**

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

## Paid Holidays

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

#### Shift Rates

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

(Local #40 & #361)

## LABORER

(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

# <u>Laborer</u>

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$41.00

Supplemental Benefit Rate per Hour: \$38.63

#### **Overtime**

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

## **Overtime Holidays**

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

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

# Paid Holidays

Labor Day
Thanksgiving Day

#### Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

# **LANDSCAPING**

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

## Landscaper (Above 6 years experience)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$27.00

Supplemental Benefit Rate per Hour: \$14.55

## Landscaper (3 - 6 years experience)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$26.00

Supplemental Benefit Rate per Hour: \$14.55

## Landscaper (up to 3 years experience)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$23.50

Supplemental Benefit Rate per Hour: \$14.55

## **Groundperson**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$23.50

Supplemental Benefit Rate per Hour: \$14.55

# Tree Remover / Pruner

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$32.00

Supplemental Benefit Rate per Hour: \$14.55

# **Landscaper Sprayer (Pesticide Applicator)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$22.00

Supplemental Benefit Rate per Hour: \$14.55

# Watering - Plant Maintainer

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$17.00

Supplemental Benefit Rate per Hour: \$14.55

#### **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.

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

## **Paid Holidays**

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

#### **Shift Rates**

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

## MARBLE MECHANIC

# **Marble Setter**

Effective Period: 7/1/2016 - 12/31/2016

Wage Rate per Hour: \$52.32

Supplemental Benefit Rate per Hour: \$37,64

Effective Period: 1/1/2017 - 6/30/2017

Wage Rate per Hour: \$52.74

Supplemental Benefit Rate per Hour: \$38.67

# Marble Finisher

Effective Period: 7/1/2016 - 12/31/2016

Wage Rate per Hour: \$41.11

Supplemental Benefit Rate per Hour: \$35.91

Effective Period: 1/1/2017 - 6/30/2017

Wage Rate per Hour: \$41.46

Supplemental Benefit Rate per Hour: \$36.64

## Marble Polisher

Effective Period: 7/1/2016 - 12/31/2016

Wage Rate per Hour: \$37.49

Supplemental Benefit Rate per Hour: \$27.80

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Effective Period: 1/1/2017 - 6/30/2017

Wage Rate per Hour: \$37.93

Supplemental Benefit Rate per Hour: \$28.33

#### **Overtime Description**

Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

#### **Overtime**

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

#### **Overtime Holidays**

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

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

## Paid Holidays

**Christmas Day** 

None

(Local #7)

## **MASON TENDER**

# **Mason Tender**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$37.55

Supplemental Benefit Rate per Hour: \$29.04

#### **Overtime**

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

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

### **Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

#### Paid Holidays

None

#### **Shift Rates**

The Employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate.

(Local #79)

# MASON TENDER (INTERIOR DEMOLITION WORKER)

(The erection, building, moving, servicing and dismantling of enclosures, scaffolding, barricades, protection and site safety structures etc., on Interior Demolition jobs.)

# **Mason Tender Tier A**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$36.19

Supplemental Benefit Rate per Hour: \$22.95

## **Mason Tender Tier B**

On Interior Demolition job sites 33 1/3 % of the employees shall be classified as Tier A Interior Demolition Workers and 66 2/3 % shall be classified as Tier B Interior Demolition Workers; provided that the employer may employ more than 33 1/3 % Tier A Interior Demolition Workers on the job site. Where the number of employees on a job site is not divisible by 3, the first additional employee (above the number of employees divisible by three) shall be a Tier B Interior Demolition Worker, and the second additional employee shall be a Tier A Interior Demolition Worker.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$25.38

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Supplemental Benefit Rate per Hour: \$17.27

#### 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)

## **METALLIC LATHER**

# **Metallic Lather**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$44.53

Supplemental Benefit Rate per Hour: \$42.67

Supplemental Note: Supplemental benefits for overtime are paid at the appropriate overtime rate.

## **Overtime Description**

Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

#### **Overtime**

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

#### Overtime Holidays

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

Thanksgiving Day Christmas Day

## Paid Holidays

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

#### **Shift Rates**

There will be no shift differential paid on the first shift if more than one shift is employed. The shift differential will remain \$12/hour on the second and third shift for the first eight (8) hours if worked. There will be no pyramiding on overtime worked on second and third shifts. The time and one half (1.5x) rate will be against the base wage rate, not the shift differential

(Local #46)

### MILLWRIGHT

## Millwright

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$51.50

Supplemental Benefit Rate per Hour: \$52,41

#### Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

#### Overtime Holidays

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

New Year's Dav

President's Day

**Good Friday** 

**Memorial Day** 

Independence Day

Labor Dav

Columbus Day

**Presidential Election Day** 

Thanksgiving Day

**Christmas Day** 

## Paid Holidays

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

#### **Shift Rates**

The first shift shall receive the straight time rate of pay. The second shift receives the straight time rate of pay plus fifteen (15%) per cent. Members of the second shift shall be allowed one half hour to eat, with this time being included in the hours of the workday established. There must be a first shift to work a second shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) per cent for weekday hours.

(Local #740)

#### **MOSAIC MECHANIC**

## Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$46.52

Supplemental Benefit Rate per Hour: \$39.84

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$50.86 per hour.

## Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$44.91

Supplemental Benefit Rate per Hour: \$39.83

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$50,85

per hour.

# Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$44.91

Supplemental Benefit Rate per Hour: \$39.83

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$50.85 per hour.

#### **Overtime**

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

#### Overtime Holidays

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

Veteran's Day Thanksgiving Day Day after Thanksgiving Christmas Day

# **Paid Holidays**

None

(Local #7)

## **PAINTER**

# Painter - Brush & Roller

Effective Period: 7/1/2016 - 4/30/2017

Wage Rate per Hour: \$42.50

Supplemental Benefit Rate per Hour: \$26.62 Supplemental Note: \$31.25 on overtime

Effective Period: 5/1/2017 - 6/30/2017

Wage Rate per Hour: \$44.10

Supplemental Benefit Rate per Hour: \$27.02 Supplemental Note: \$ 31.65 on overtime

# Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2016 - 4/30/2017

Wage Rate per Hour: \$45.50

Supplemental Benefit Rate per Hour: \$26.62 Supplemental Note: \$ 31.25 on overtime

Effective Period: 5/1/2017 - 6/30/2017

Wage Rate per Hour: \$47.10

Supplemental Benefit Rate per Hour: \$27.02 Supplemental Note: \$ 31.65 on overtime

#### **Overtime**

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

# **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s). New Year's Day
President's Day
Memorial Day

Independence Day Labor Day Columbus Day Thanksgiving Day Christmas Day

## **Paid Holidays**

None

(District Council of Painters #9)

### PAINTER - METAL POLISHER

## **METAL POLISHER**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$28.88

Supplemental Benefit Rate per Hour: \$6.96

## METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$29.83

Supplemental Benefit Rate per Hour: \$6.96

# **METAL POLISHER - SCAFFOLD OVER 34 FEET**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$32.38

Supplemental Benefit Rate per Hour: \$6.96

#### **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 amaximumof 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).

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## Paid Holidays

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

#### **Shift Rates**

Four Days a week at Ten (10) hours straight a day.

Local 8A-28A

# **PAINTER - STRIPER**

# Striper (paint)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$35.00

Supplemental Benefit Rate per Hour: \$12.32

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

# **Lineperson (thermoplastic)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$39.00

Supplemental Benefit Rate per Hour: \$12.32

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

#### **Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

## **Paid Holidays**

New Year's Day Good Friday Memorial Day Independence Day Labor Day

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Columbus Day Presidential Election Day Thanksgiving Day Day after Thanksgiving Christmas Day

#### **Shift Rates**

Employees hired before April 1, 2003: 15% night shift premium differential for work commenced at 9:00 PM or later.

#### **Vacation**

Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation. Vacation must be taken during winter months. 2 Personal Days except employees hired after 4/1/12 who do not have 2 years of service.

(Local #917)

## **PAINTER - STRUCTURAL STEEL**

# Painters on Structural Steel

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$49.00

Supplemental Benefit Rate per Hour: \$36.08

## Painter - Power Tool

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$55.00

Supplemental Benefit Rate per Hour: \$36.08

## **Overtime Description**

Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

#### **Overtime**

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

# **Overtime Holidays**

Double time the regular rate for work on the following holiday(s). New Year's Day

Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day

## **Paid Holidays**

None

### **Shift Rates**

Regular hourly rates plus a ten per cent (10%) differential

(Local #806)

## **PAPERHANGER**

## **Paperhanger**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$43.58

Supplemental Benefit Rate per Hour: \$30.73

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.

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(District Council of Painters #9)

## PAVER AND ROADBUILDER

## Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$45.35

Supplemental Benefit Rate per Hour: \$38.95

## Paver & Roadbuilder - Laborer

Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work before the installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry seal coating, maintenance of safety surfaces; play equipment installation, and other related work.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$41.48

Supplemental Benefit Rate per Hour: \$38.95

# <u>Production Paver & Roadbuilder - Screed Person</u>

(Production paving is asphalt paving when using a paving machine or on a project where a paving machine is traditionally used)

Adjustment of paving machinery on production paving jobs.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$45.95

Supplemental Benefit Rate per Hour: \$38.95

# Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$45.35

Supplemental Benefit Rate per Hour: \$38.95

# 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: 7/1/2016 - 6/30/2017

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Wage Rate per Hour: \$42.06

Supplemental Benefit Rate per Hour: \$38.95

## **Overtime Description**

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

#### **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

#### **Shift Rates**

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7  $\frac{1}{2}$ ) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time. When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 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**

# <u>Plasterer</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$43.93

Supplemental Benefit Rate per Hour: \$28.10

#### 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.

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

#### **Overtime Holidays**

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

#### **Paid Holidays**

None

#### **Shift Rates**

**Christmas Day** 

When it is not possible to conduct alteration work during regular work hours, in a building occupied by tenants, said work shall proceed on a shift basis: however work over seven (7) hours in any twenty four (24) hour period, the time after seven (7) hours shall be considered overtime.

The second shift shall start at a time between 3:30 p.m. and 7:00 p.m. and shall consist of seven (7) working hours and shall receive eight (8) hours of wages and benefits at the straight time rate. The workers on the second shift shall be allowed one-half (½) hour to eat with this time being included in the seven (7) hours of work.

(Local #262)

## **PLASTERER - TENDER**

## Plasterer - Tender

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$37.55

Supplemental Benefit Rate per Hour: \$29.04

#### **Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

## **Overtime Holidays**

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

#### **Paid Holidays**

None

#### **Shift Rates**

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

#### **PLUMBER**

## <u>Plumber</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$65.67

Supplemental Benefit Rate per Hour: \$29.28

Supplemental Note: Overtime supplemental benefit rate per hour: \$58.28

## <u>Plumber - Temporary Services</u>

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$52.56

Supplemental Benefit Rate per Hour: \$23.40

#### **Overtime Description**

Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is \$1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

#### Overtime

Double time the regular time rate for Saturday. Pouble time the regular rate for Sunday.

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#### **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

#### **Shift Rates**

**Christmas Day** 

Shift work, when directly specified in public agency or authority documents where plumbing contract is \$8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

## PLUMBER (MECHNICAL EQUIPMENT AND SERVICE)

(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

## <u>Plumber</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$39.42

Supplemental Benefit Rate per Hour: \$14.19

#### **Overtime**

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

#### Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Thanksgiving Day

Day after Thanksgiving Christmas Day

## Paid Holidays

None

(Plumbers Local # 1)

# PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$45.47

Supplemental Benefit Rate per Hour: \$21.26

#### **Overtime**

Double time the regular rate after an 8 hour day. Double time the regular time rate for Saturday. Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

## **Paid Holidays**

None

#### **Shift Rates**

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

# PLUMBER: PUMP & TANK Oil Trades (Installation and Maintenance)

#### Plumber - Pump & Tank

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$63.52

Supplemental Benefit Rate per Hour: \$22.91

#### **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.

#### **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

(Plumbers Local #1)

# POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER

(Exterior Building Renovation)

## **Journeyperson**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$50.04

Supplemental Benefit Rate per Hour: \$26.15

#### Overtime

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

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

weather.

## **Overtime Holidays**

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

**New Year's Day** 

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

**Christmas Day** 

#### **Paid Holidays**

None

#### Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

#### ROOFER

## Roofer

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$40.70

Supplemental Benefit Rate per Hour: \$30.17

#### **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

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day Christmas Day

#### Paid Holidays

None

#### **Shift Rates**

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)

## SHEET METAL WORKER

#### **Sheet Metal Worker**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$47.70

Supplemental Benefit Rate per Hour: \$46.45

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

## <u>Sheet Metal Worker - Fan Maintenance</u>

(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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$38.16

Supplemental Benefit Rate per Hour: \$46.45

## **Sheet Metal Worker - Duct Cleaner**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$12.90

Supplemental Benefit Rate per Hour: \$8.07

#### Overtime

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

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#### Overtime Holidays

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

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

#### **Paid Holidays**

None

#### **Shift Rates**

Work that can only be performed outside regular working hours (eight hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate. Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays.

(Local #28)

# SHEET METAL WORKER - SPECIALTY (Decking & Siding)

## **Sheet Metal Specialty Worker**

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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$43.25

Supplemental Benefit Rate per Hour: \$24.41

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.

Couble time the regular rate for Sunday.

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#### **Overtime Holidays**

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

None

(Local #28)

#### SHIPYARD WORKER

#### Shipyard Mechanic - First Class

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$28.33

Supplemental Benefit Rate per Hour: \$3.04

## <u>Shipyard Mechanic - Second Class</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$22.18

Supplemental Benefit Rate per Hour: \$2.80

## **Shipyard Laborer - First Class**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$20.45

Supplemental Benefit Rate per Hour: \$2.74

## **Shipyard Laborer - Second Class**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$14.36

Supplemental Benefit Rate per Hour: \$2.50

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## Shipyard Dockhand - First Class

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$22.70

Supplemental Benefit Rate per Hour: \$2.82

## Shipyard Dockhand - Second Class

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$16.01

Supplemental Benefit Rate per Hour: \$2.57

#### **Overtime Description**

Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.

#### **Overtime**

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular hourly rate after 40 hours in any work week.

#### Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

**Based on Survey Data** 

## SIGN ERECTOR

(Sheet Metal, Plastic, Electric, and Neon)

## Sign Erector

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$46.85

Supplemental Benefit Rate per Hour: \$48.57

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#### **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 Holidavs**

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

#### **Shift Rates**

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

## **STEAMFITTER**

## Steamfitter I

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$55.50

Supplemental Benefit Rate per Hour: \$54.29

Supplemental Note: Overtime supplemental benefit rate: \$107.84

## **Steamfitter -Temporary Services**

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$42.18

Supplemental Benefit Rate per Hour: \$44.08

#### **Overtime**

Double time the regular rate after a 7 hour day. Double time the regular time rate for Saturday.

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Double time the regular rate for Sunday.

#### **Overtime Holidays**

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

#### **Paid Holidays**

None

#### **Shift Rates**

Work performed between 3:30 P.M. and 7:00 A.M. and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate and paid at the overtime supplemental benefit rate above.

## <u>Steamfitter II</u>

For heating, ventilation, air conditioning and mechanical public works contracts with a dollar value not to exceed \$15,000,000 and for fire protection/sprinkler public works contracts not to exceed \$1,500,000.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$55.50

Supplemental Benefit Rate per Hour: \$54.29

Supplemental Note: Overtime supplemental benefit rate: \$107.84

## **Steamfitter - Temporary Services**

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$42.18

Supplemental Benefit Rate per Hour: \$44.08

#### **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.

## vertime Holidays

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

New Year's Day

President's Day

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

#### Paid Holidays

None

#### Shift Rates

May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M. Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a thirty percent premium together with fringe benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

**Local #638** 

# STEAMFITTER - REFRIGERATION AND AIR CONDITIONER (Maintenance and Installation Service Person)

## Refrigeration and Air Conditioner Mechanic

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$39.50

Supplemental Benefit Rate per Hour: \$15.06

## Refrigeration and Air Conditioner Service Person V

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$32.46

Supplemental Benefit Rate per Hour: \$13.53

## Refrigeration and Air Conditioner Service Person IV

Effective Period: 7/1/2016 - 6/30/2017

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Wage Rate per Hour: \$26.89

Supplemental Benefit Rate per Hour: \$12.26

## Refrigeration and Air Conditioner Service Person III

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$23.08

Supplemental Benefit Rate per Hour: \$11.31

## Refrigeration and Air Conditioner Service Person II

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$19.14

Supplemental Benefit Rate per Hour: \$10.43

## Refrigeration and Air Conditioner Service Person I

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$14.00

Supplemental Benefit Rate per Hour: \$9.46

#### 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

## **Raid Holidays**

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

(Local #638B)

#### STONE MASON - SETTER

### Stone Mason - Setters

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$51.08

Supplemental Benefit Rate per Hour: \$38.10

#### **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
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

#### **Paid Holidays**

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

#### Shift Rates

For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

#### **TAPER**

#### **Drywall Taper**

Effective Period: 7/1/2016 - 12/27/2016

Wage Rate per Hour: \$47.32

Supplemental Benefit Rate per Hour: \$22.68

Effective Period: 12/28/2016 - 6/30/2017

Wage Rate per Hour: \$47.82

Supplemental Benefit Rate per Hour: \$22.68

#### **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

## **Paid Holidays**

Thanksgiving Day Christmas Day

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

#### **Shift Rates**

Time and one half the regular rate outside the regular work hours (8:00 A.M. through 3:30 P.M.)

(Local #1974)

# TELECOMMUNICATION WORKER (Voice Installation Only)

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 81 of 87

#### **Telecommunication Worker**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$40.35

Supplemental Benefit Rate per Hour: \$13.19

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$12.64 for Staten Island

only.

#### **Overtime**

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

#### Overtime Holidays

Time and one half the regular rate for work on the following holiday(s). New Year's Dav Lincoln's Birthday Washington's Birthday Memorial Day Independence Day **Labor Day** Columbus Day Election Day Veteran's Day

#### Paid Holidays

Thanksgiving Day **Christmas Day** 

New Year's Day Lincoln's Birthday Washington's Birthday **Memorial Day** Independence Day **Labor Day** Columbus Day **Election Day Veteran's Day** Thanksgiving Day **Christmas Day** 

Employees have the 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	
After 7 or more but less than 15 years	
After 15 years or more but less than 25 years	



### **TILE FINISHER**

## Tile Finisher

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$40.69

Supplemental Benefit Rate per Hour: \$30.58

#### 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 ndependence 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 (11/4) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

## **TILE LAYER - SETTER**

## <u> Tile Layer - Setter</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$52.68

Supplemental Benefit Rate per Hour: \$34.48

#### **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 (11/4) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

## **TIMBERPERSON**

## **Timberperson**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$46.99

Supplemental Benefit Rate per Hour: \$48.26

#### 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

Time and one half the regular hourly rate after 40 hours in any work week.

## Overtime Holidays

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

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

#### **Paid Holidays**

None

#### Shift Rates

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

(Local #1536)

## TUNNEL WORKER

## Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$60.97

Supplemental Benefit Rate per Hour: \$50.72

## **Tunnel Workers (Compressed Air Rates)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$58.86

Supplemental Benefit Rate per Hour: \$49.03

## **Top Nipper (Compressed Air Rates)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$57.78

Supplemental Benefit Rate per Hour: \$48.16

# <u>Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)</u>

Iffective Period: 7/1/2016 - 6/30/2017

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 85 of 87

Wage Rate per Hour: \$56.74

Supplemental Benefit Rate per Hour: \$47.25

#### Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$56.74

Supplemental Benefit Rate per Hour: \$47.25

## Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$49.69

Supplemental Benefit Rate per Hour: \$44.69

## **Blasters (Free Air Rates)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$58.19

Supplemental Benefit Rate per Hour: \$48.68

## **Tunnel Workers (Free Air Rates)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$55.69

Supplemental Benefit Rate per Hour: \$46.61

## All Others (Free Air Rates)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$51.45

Supplemental Benefit Rate per Hour: \$43.13

## Microtunneling (Free Air Rates)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$44.55

Supplemental Benefit Rate per Hour: \$37.29

#### Overtime Description

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, or for Saturday, or for Sunday. Double time the regular rate for work on a holiday. For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

#### Overtime

Double time the regular rate after an 8 hour day. Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

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

## **Paid Holidays**

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

(Local #147)

## **WELDER**

TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE PERFORMING THE WORK.

(NO TEXT THIS PAGE)

## OFFICE OF THE COMPTROLLER

## CITY OF NEW YORK

## 220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

## **APPENDIX**

Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be employed on a public work project.

Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the journey person wage rate for the classification of work he actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

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## **ASBESTOS HANDLER**

(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

## Asbestos Handler (First 1000 Hours)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 78% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$16.45

## Asbestos Handler (Second 1000 Hours)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 80% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$16.45

## Asbestos Handler (Third 1000 Hours)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 83% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$16.45

## <u> Asbestos Handler (Fourth 1000 Hours)</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 89% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$16.45

(Local #78)

## BOILERMAKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

## **Boilermaker (First Year)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$30.43

Effective 1/1/2017 - Supplemental Benefit Rate Per Hour: \$30.84

## **Boilermaker (Second Year: 1st Six Months)**

ffective Period: 7/1/2016 - 6/30/2017

**PUBLISH DATE: 7/1/2016** EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 3 of 36

Wage Rate Per Hour: 70% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$32.13

Effective 1/1/2017 - Supplemental Benefit Rate Per Hour: \$32.57

#### **Boilermaker (Second Year: 2nd Six Months)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 75% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$33.82

Effective 1/1/2017 - Supplemental Benefit Rate Per Hour: \$34.29

#### **Boilermaker (Third Year: 1st Six Months)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 80% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$35.53

Effective 1/1/2017 - Supplemental Benefit Rate Per Hour: \$36.03

#### **Boilermaker (Third Year: 2nd Six Months)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 85% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$37.23

Effective 1/1/2017 - Supplemental Benefit Rate Per Hour: \$37.76

#### **Boilermaker (Fourth Year: 1st Six Months)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 90% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$38.93

Effective 1/1/2017 - Supplemental Benefit Rate Per Hour: \$39.51

## **Boilermaker (Fourth Year: 2nd Six Months)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 95% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$40.63

Effective 1/1/2017 - Supplemental Benefit Rate Per Hour: \$41.22

(Local #5)

## **BRICKLAYER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

## **Bricklayer (First 750 Hours)**

EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 4 of 36 PUBLISH DATE: 7/1/2016

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 50% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$18.35

### **Bricklayer (Second 750 Hours)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 60% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$18.35

### **Bricklayer (Third 750 Hours)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 70% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$18.35

#### **Bricklayer (Fourth 750 Hours)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$18.35

## **Bricklayer (Fifth 750 Hours)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$18.35

## **Bricklayer (Sixth 750 Hours)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 95% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$18.35

(Bricklayer District Council)

## **CARPENTER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

## Carpenter (First Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 5 of 36

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$32.52

#### **Carpenter (Second Year)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34 Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$32.52

#### Carpenter (Third Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34 Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$32.52

## **Carpenter (Fourth Year)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34 Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$32.52

(Carpenters District Council)

#### **CEMENT MASON**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

## Cement Mason (First Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

## Cement Mason (Second Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

## **Cement Mason (Third Year)**

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 70% of Journeyperson's Rate

(Local #780)

#### CEMENT AND CONCRETE WORKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

## Cement & Concrete Worker (First 1333 hours)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 50% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$16.25

## Cement & Concrete Worker (Second 1333 hours)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 65% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$21.08

## Cement & Concrete Worker (Last 1334 hours)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 80% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$21.90

## Cement & Concrete Worker (Hired after 2/6/2016 - First 1334 hours)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: \$17.00

Supplemental Benefit Rate Per Hour: \$10.75

## Cement & Concrete Worker (Hired after 2/6/2016 - Second 1334 hours)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: \$22.10

Supplemental Benefit Rate Per Hour: \$15.13

## Cement & Concrete Worker (Hired after 2/6/2016 - Last 1334 hours)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: \$27.20

Supplemental Benefit Rate Per Hour: \$15.63

(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: 7/1/2016 - 6/30/2017

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: 7/1/2016 - 6/30/2017

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: 7/1/2016 - 6/30/2017

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: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

(Local #197)

## DOCKBUILDER/PILE DRIVER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

## Dockbuilder/Pile Driver (First Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 40% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$32.52

## **Dockbuilder/Pile Driver (Second Year)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$32.52

## **Dockbuilder/Pile Driver (Third Year)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 65% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$32.52

#### **Dockbuilder/Pile Driver (Fourth Year)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 80% of Journeyperson's rate Supplemental Benefit Rate Per Hour: \$32.52

(Carpenters District Council)

#### **ELECTRICIAN**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

## Electrician (First Term: 0-6 Months)

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$13.50

Supplemental Benefit Rate per Hour: \$12.12 Overtime Supplemental Rate Per Hour: \$13.01

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$14.00

Supplemental Benefit Rate per Hour: \$12.37 Overtime Supplemental Rate Per Hour: \$13.29

## Electrician (First Term: 7-12 Months)

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$14.50

Supplemental Benefit Rate per Hour: \$12.63
Overtime Supplemental Rate Per Hour: \$13.58

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$15.00

Supplemental Benefit Rate per Hour: \$12.88

Overtime Supplemental Rate Per Hour: \$13.87

## Electrician (Second Term: 0-6 Months)

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$15.50

Supplemental Benefit Rate per Hour: \$13.14
Overtime Supplemental Rate Per Hour: \$14.16

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$16.00

Supplemental Benefit Rate per Hour: \$13.39
Overtime Supplemental Rate Per Hour: \$14.44

#### **Electrician (Second Term: 7-12 Months)**

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$16.50

Supplemental Benefit Rate per Hour: \$13.64
Overtime Supplemental Rate Per Hour: \$14.73

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$17.00

Supplemental Benefit Rate per Hour: \$13.90 Overtime Supplemental Rate Per Hour: \$15.02

#### **Electrician (Third Term: 0-6 Months)**

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$17.50

Supplemental Benefit Rate per Hour: \$14.15
Overtime Supplemental Rate Per Hour: \$15.31

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$18.00

Supplemental Benefit Rate per Hour: \$14.41
Overtime Supplemental Rate Per Hour: \$15.59

## **Electrician (Third Term: 7-12 Months)**

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$18.50

Supplemental Benefit Rate per Hour: \$14.66
Overtime Supplemental Rate Per Hour: \$15.88

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$19.00

Supplemental Benefit Rate per Hour: \$14.92
Overtime Supplemental Rate Per Hour: \$16.17

## **Electrician (Fourth Term: 0-6 Months)**

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$19.50

Supplemental Benefit Rate per Hour: \$15.17
Overtime Supplemental Rate Per Hour: \$16.45

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$20.00

Supplemental Benefit Rate per Hour: \$15.43
Overtime Supplemental Rate Per Hour: \$16.75

## **Electrician (Fourth Term: 7-12 Months)**

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$21.50

Supplemental Benefit Rate per Hour: \$16.19
Overtime Supplemental Rate Per Hour: \$17.60

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$22.00

Supplemental Benefit Rate per Hour: \$16.44
Overtime Supplemental Rate Per Hour: \$17.89

## **Electrician (Fifth Term: 0-12 Months)**

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$23.50

Supplemental Benefit Rate per Hour: \$19.54
Overtime Supplemental Rate Per Hour: \$21.01

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$24.00

Supplemental Benefit Rate per Hour: \$19.80 Overtime Supplemental Rate Per Hour: \$21.30

## Electrician (Fifth Term: 13-18 Months)

Effective Period: 7/1/2016 - 5/10/2017

Wage Rate per Hour: \$28.00

Supplemental Benefit Rate per Hour: \$21.85
Overtime Supplemental Rate Per Hour: \$23.60

Effective Period: 5/11/2017 - 6/30/2017

Wage Rate per Hour: \$28.50

Supplemental Benefit Rate per Hour: \$22.10 Overtime Supplemental Rate Per Hour: \$23.89

#### Overtime Description

Overtime Wage paid at time and one half the regular rate

ocal #3)

## **ELEVATOR CONSTRUCTOR**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

#### **Elevator (Constructor) - First Year**

Effective Period: 7/1/2016 - 3/16/2017

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$28.24

Effective Period: 3/17/2017 - 6/30/2017

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$29.72

### **Elevator (Constructor) - Second Year**

Effective Period: 7/1/2016 - 3/16/2017

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$28.67

Effective Period: 3/17/2017 - 6/30/2017

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$30.15

## Elevator (Constructor) - Third Year

Effective Period: 7/1/2016 - 3/16/2017

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$29.52

Effective Period: 3/17/2017 - 6/30/2017

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.03

## **Elevator (Constructor) - Fourth Year**

Effective Period: 7/1/2016 - 3/16/2017

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Rate Per Hour: \$30.37

Effective Period: 3/17/2017 - 6/30/2017

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.91

(Local #1)

## **ELEVATOR REPAIR & MAINTENANCE**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

## Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2016 - 3/16/2017

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Per Hour: \$28.33

Effective Period: 3/17/2017 - 6/30/2017

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Per Hour: \$29.80

## Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2016 - 3/16/2017

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Benefit Per Hour: \$28.74

Effective Period: 3/17/2017 - 6/30/2017

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Benefit Per Hour: \$30.23

## **Elevator Service/Modernization Mechanic (Third Year)**

Effective Period: 7/1/2016 - 3/16/2017

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Per Hour: \$29.58

Effective Period: 3/17/2017 - 6/30/2017

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Per Hour: \$31.09

## **Elevator Service/Modernization Mechanic (Fourth Year)**

Effective Period: 7/1/2016 - 3/16/2017

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Benefit Per Hour: \$30.42

Effective Period: 3/17/2017 - 6/30/2017

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Benefit Per Hour: \$31.95

(Local #1)

#### **ENGINEER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

# **Engineer - First Year**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$24.28

Supplemental Benefit Rate per Hour: \$23.41

### **Engineer - Second Year**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$30.35

Supplemental Benefit Rate per Hour: \$23.41

#### **Engineer - Third Year**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$33.38

Supplemental Benefit Rate per Hour: \$23.41

# **Engineer - Fourth Year**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$36.41

Supplemental Benefit Rate per Hour: \$23.41

(Local #15)

#### **ENGINEER - OPERATING**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

# **Operating Engineer - First Year**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour 40% of Journeyperson's Rate

Supplemental Benefit Per Hour: \$20.85

# **Operating Engineer - Second Year**

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Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 50% of Journeyperson's Rate

Supplemental Benefit Per Hour: \$20.85

#### **Operating Engineer - Third Year**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 60% of Journeyperson's Rate

Supplemental Benefit Per Hour: \$20.85

(Local #14)

#### FLOOR COVERER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

### Floor Coverer (First Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.14

# Floor Coverer (Second Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.14

# Floor Coverer (Third Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.14

# Floor Coverer (Fourth Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.14

(Carpenters District Council)

#### **GLAZIER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

#### Glazier (First Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$14.14

#### Glazier (Second Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$23.77

### Glazier (Third Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$26.73

#### Glazier (Fourth Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$32.14

(Local #1281)

# **HEAT & FROST INSULATOR**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

# **Heat & Frost Insulator (First Year)**

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

# **Heat & Frost Insulator (Second Year)**

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

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# Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

# **Heat & Frost Insulator (Fourth Year)**

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 80% 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: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$21.17

Supplemental Benefit Rate per Hour: \$17.99

# House Wrecker - Second Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$22.32

Supplemental Benefit Rate per Hour: \$17.99

# House Wrecker - Third Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$23.97

Supplemental Benefit Rate per Hour: \$17.99

# <u> House Wrecker - Fourth Year</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$26.53

Supplemental Benefit Rate per Hour: \$17.99

(Mason Tenders District Council)

#### **IRON WORKER - ORNAMENTAL**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

### <u>Iron Worker (Ornamental) - 1st Ten Months</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$37.90

### Iron Worker (Ornamental) - 11 -16 Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$39.06

### Iron Worker (Ornamental) - 17 - 22 Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$40.23

# <u> Iron Worker (Ornamental) - 23 - 28 Months</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: \$42.57

# Iron Worker (Ornamental) - 29 - 36 Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$44.90

(Local #580)

# **IRON WORKER - STRUCTURAL**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

# <u> Iron Worker (Structural) - 1st Six Months</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$25.85

Supplemental Benefit Rate per Hour: \$48.35

#### Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$26.45

Supplemental Benefit Rate per Hour: \$48.35

# Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$27.05

Supplemental Benefit Rate per Hour: \$48.35

(Local #40 and #361)

# LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)

(Ratio Apprentice to Journeyperson: 1 to 1, 1 to 3)

# <u>Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First</u> 1000 hours

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$38.63

# <u>Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$38.63

# <u>Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Rate Per Hour: \$38.63

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# <u>Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Rate Per Hour: \$38.63

(Local #731)

#### MARBLE MECHANICS

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

#### **Cutters & Setters - First 750 Hours**

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

#### **Cutters & Setters - Second 750 Hours**

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

# **Cutters & Setters - Third 750 Hours**

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

# **Cutters & Setters - Fourth 750 Hours**

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

# <u>Cutters & Setters - Fifth 750 Hours</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

# Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

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# Polishers & Finishers - First 750 Hours

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

# Polishers & Finishers - Second 750 Hours

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

#### Polishers & Finishers - Third 750 Hours

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

# Polishers & Finishers - Fourth 750 Hours

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)

### **MASON TENDER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

# Mason Tender - First Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$21.39

Supplemental Benefit Rate per Hour: \$19.10

# Mason Tender - Second Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$22.54

Supplemental Benefit Rate per Hour: \$19.10

# Mason Tender - Third Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$24.29

upplemental Benefit Rate per Hour: \$19.15

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#### Mason Tender - Fourth Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$26.95

Supplemental Benefit Rate per Hour: \$19.15

(Local #79)

### **METALLIC LATHER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

# Metallic Lather (First Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$23.01

Supplemental Benefit Rate per Hour: \$17.95

#### **Metallic Lather (Second Year)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$28.11

Supplemental Benefit Rate per Hour: \$17.95

### Metallic Lather (Third Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$33.21

Supplemental Benefit Rate per Hour: \$17.95

(Local #46)

#### **MILLWRIGHT**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

# Millwright (First Year)

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Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$28.33

Supplemental Benefit Rate per Hour: \$34.28

#### Millwright (Second Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$33.48

Supplemental Benefit Rate per Hour: \$37.88

#### Millwright (Third Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$38.63

Supplemental Benefit Rate per Hour: \$42.13

### Millwright (Fourth Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$48.93

Supplemental Benefit Rate per Hour: \$48.69

(Local #740)

# PAVER AND ROADBUILDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

# Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$27.55

Supplemental Benefit Rate per Hour: \$18.20

# Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$29.19

Supplemental Benefit Rate per Hour: \$18.20

(Local #1010)

#### **PAINTER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

#### Painter - Brush & Roller - First Year

Effective Period: 7/1/2016 - 4/30/2017

Wage Rate per Hour: \$17.00

Supplemental Benefit Rate per Hour: \$12.38

Effective Period: 5/1/2017 - 6/30/2017

Wage Rate per Hour: \$17.64

Supplemental Benefit Rate per Hour: \$12.78

#### Painter - Brush & Roller - Second Year

Effective Period: 7/1/2016 - 4/30/2017

Wage Rate per Hour: \$21.25

Supplemental Benefit Rate per Hour: \$16.23

Effective Period: 5/1/2017 - 6/30/2017

Wage Rate per Hour: \$22.05

Supplemental Benefit Rate per Hour: \$16.63

### Painter - Brush & Roller - Third Year

Effective Period: 7/1/2016 - 4/30/2017

Wage Rate per Hour: \$25.50

Supplemental Benefit Rate per Hour: \$19.14

Effective Period: 5/1/2017 - 6/30/2017

Wage Rate per Hour: \$26.46

Supplemental Benefit Rate per Hour: \$19.54

# Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2016 - 4/30/2017

Wage Rate per Hour: \$34.00

Supplemental Benefit Rate per Hour: \$24.52

Effective Period: 5/1/2017 - 6/30/2017

Wage Rate per Hour: \$35.28

Supplemental Benefit Rate per Hour: \$24.92

(District Council of Painters)

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#### **PAINTER - METAL POLISHER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

# **Metal Polisher (First Year)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$11.75

Supplemental Benefit Rate per Hour: \$5.13

#### Metal Polisher (Second Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$13.00

Supplemental Benefit Rate per Hour: \$5.13

#### **Metal Polisher (Third Year)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$15.75

Supplemental Benefit Rate per Hour: \$5.13

(Local 8A-28)

# **PAINTER - STRUCTURAL STEEL**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

# Painters - Structural Steel (First Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

# Painters - Structural Steel (Second Year)

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

# <u> Painters - Structural Steel (Third Year)</u>

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Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #806)

#### **PLASTERER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

### Plasterer - First Year: 1st Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$15.91

#### Plasterer - First Year: 2nd Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 45% of Journeyperson's rate

Supplemental Rate Per Hour: \$16.39

### Plasterer - Second Year: 1st Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$18.36

# Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$19.44

# Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: \$21.61

# Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Rate Per Hour: \$22.69

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(Local #530)

#### PLASTERER - TENDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

#### Plasterer Tender - First Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$21.39

Supplemental Benefit Rate per Hour: \$19.10

#### **Plasterer Tender - Second Year**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$22.54

Supplemental Benefit Rate per Hour: \$19.10

# Plasterer Tender - Third Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$24.29

Supplemental Benefit Rate per Hour: \$19.15

#### Plasterer Tender - Fourth Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$26.95

Supplemental Benefit Rate per Hour: \$19.15

(Local #79)

#### **PLUMBER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

# Plumber - First Year: 1st Six Months

Effective Period: 7/1/2016 - 6/30/2017

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Wage Rate per Hour: \$14.00

Supplemental Benefit Rate per Hour: \$0.71

# Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$14.00

Supplemental Benefit Rate per Hour: \$2.96

#### Plumber - Second Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$24.07

Supplemental Benefit Rate per Hour: \$13.21

#### Plumber - Third Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$26.17

Supplemental Benefit Rate per Hour: \$13.21

#### Plumber - Fourth Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$29.02

Supplemental Benefit Rate per Hour: \$13.21

# <u>Plumber - Fifth Year: 1st Six Months</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$30.42

Supplemental Benefit Rate per Hour: \$13.21

# Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$42.49

Supplemental Benefit Rate per Hour: \$13.21

(Plumbers Local #1)

# POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER

(Exterior Building Renovation)

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

### Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - First Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$26.52

Supplemental Benefit Rate per Hour: \$12.10

### Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Second Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$27.89

Supplemental Benefit Rate per Hour: \$16.75

### Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Third Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$33.98

Supplemental Benefit Rate per Hour: \$19.50

# Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Fourth Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$40.80

Supplemental Benefit Rate per Hour: \$20.35

(Bricklayer District Council)

#### **ROOFER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

# Roofer - First Year

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 35% of Journeyperson's Rate

# <u>Roofer - Second Year</u>

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Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

#### Roofer - Third Year

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

#### Roofer - Fourth Year

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's Rate

(Local #8)

#### SHEET METAL WORKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

#### **Sheet Metal Worker (0-6 Months)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 25% of Journeyperson's rate

Supplemental Rate Per Hour: \$6.35

#### **Sheet Metal Worker (7-18 Months)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 35% of Journeyperson's rate

Supplemental Rate Per Hour: \$17.12

# **Sheet Metal Worker (19-30 Months)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 45% of Journeyperson's rate

Supplemental Rate Per Hour: \$23.54

# <u> Sheet Metal Worker (31-36 Months)</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$27.70

# **Sheet Metal Worker (37-42 Months)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$29.11

### Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: \$33.96

# **Sheet Metal Worker (49-54 Months)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Rate Per Hour: \$36.07

### **Sheet Metal Worker (55-60 Months)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$38,15

(Local #28)

### SIGN ERECTOR

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

# Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 35% of Journeyperson's rate

Supplemental Rate Per Hour: \$13.95

# Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$15.83

# Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 45% of Journeyperson's rate

Supplemental Rate Per Hour: \$17.72

# <u> Sign Erector - Second Year: 2nd Six Months</u>

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Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$19.60

#### Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$26.23

#### Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: \$28.24

#### Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$30.98

#### Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: \$33.06

# Sign Erector - Fifth Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Rate Per Hour: \$35.15

# Sign Erector - Sixth Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$37.22

(Local #137)

### **STEAMFITTER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

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# <u> Steamfitter - First Year</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

#### **Steamfitter - Second Year**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

#### <u> Steamfitter - Third Year</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

### Steamfitter - Fourth Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

### Steamfitter - Fifth Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate and Supplemental Rate Per Hour: 85% of Journeyperson's rate.

(Local #638)

# **STONE MASON - SETTER**

(Ratio Apprentice of Journeyperson: 1 to 1, 1 to 2)

# Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

# Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2016 - 6/30/2017

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: 7/1/2016 - 6/30/2017

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: 7/1/2016 - 6/30/2017

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: 7/1/2016 - 6/30/2017

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: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 100% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

(Bricklayers District Council)

### **TAPER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

# **Drywall Taper - First Year**

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

# **Drywall Taper - Second Year**

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

# **Drywall Taper - Third Year**

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #1974)

#### **TILE LAYER - SETTER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

### <u>Tile Layer - Setter - First 750 Hours</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

### Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

### Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

### Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

# Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

# Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2016 - 6/30/2017

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

(Local #7)

### **TIMBERPERSON**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

# <u> Timberperson - First Year</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$32.33

### Timberperson - Second Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$32.33

#### Timberperson - Third Year

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$32.33

# **Timberperson - Fourth Year**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$32.33

(Local #1536)

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 36 of 36

#### NYC ADMINISTRATIVE CODE § 6-109 SCHEDULE OF "LIVING WAGES"

Contractors who provide the following services to the City of New York must post a copy of this Living Wage Schedule at their work site(s) as required by New York City Administrative Code § 6-109:

- Building Services,
- Day Care Services,
- Food Services.
- Head Start Services,
- Homecare Services,
- Services to Persons with Cerebral Palsy, and
- Temporary Services.

In accordance with NYC Administrative Code § 6-109, the Comptroller of the City of New York promulgated this schedule of living wages for the above services on contracts for non-emergency work in excess of the small purchase limit set by the Procurement Policy Board; contracting agencies must annex this schedule to such contracts.

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to New York City Administrative Code section 6-109. The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

A city service contractor or subcontractor that provides homecare services, day care services, head start services or services to persons with cerebral palsy must pay its covered employees that directly render such services in performance of the city service contract or subcontract no less than the living wage and must provide its employees health benefits (supplemental benefits) or must supplement their hourly wage rate by an amount no less than the health benefits supplement rate. This requirement applies for each hour that the employee works performing the city service contract or subcontract.

A city service contractor or subcontractor that provides building services, food services or temporary services must pay its employees that are engaged in performing the city service contract or subcontract no less than the living wage or the prevailing wage, whichever is greater. Where the living wage is greater than the prevailing wage, the city service contractor or subcontractor must either provide its employees health benefits or must supplement their hourly wage rate by an amount no less than the health benefits supplement rate. Where the prevailing wage is greater than the living wage, the city service contractor or subcontractor must provide its employees the prevailing wage and supplements. These requirements apply for each hour that the employee works performing the city service contract or subcontract.

The appropriate schedule of living wages must be posted at all work sites pursuant to NYC Administrative Code 6-109.

The schedule is applicable for work performed during the effective period, unless otherwise noted. You will be notified of any changes to this schedule by addenda published on our web site www.comptroller.nyc.gov. Schedules for future one-year periods will be published annually in the City Record on or about July 1st of each succeeding year and on our web site www.comptroller.nyc.gov.

The living wage rate and the health benefit supplement rate are known through June 30 of each year and those rates are listed in this schedule.

The living wage rates listed in this schedule may not include all hourly wage calculations for overtime, shift differential, Holiday, Saturday, Sunday or other premium time work. Similarly, this schedule does not set forth every living wage practice with which employers must comply.

Some of the rates in this schedule are based on collective bargaining agreements. These agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

Answers to questions concerning prevailing wage practices may be obtained from the Classification Unit by calling (212) 669-7974. Please direct all other compliance issues to; Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

Contractors are solely responsible for maintaining original payroll records, which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, an agency's chief contracting officer must contact the Bureau of Labor Law to obtain a wage determination for a work classification not published in this schedule.

The information listed below is intended to assist you in meeting your living wage and prevailing wage obligation. Contractors are advised to review the Comptroller's Living Wage Schedule prior to submitting a bid for City work. Any wage rate error made by the contracting agency in the contract documents will <u>not</u> preclude a finding against the contractor for an underpayment of the applicable living wage or the applicable prevailing wage.

This schedule sets forth the living wage and benefit rates required to be annexed to and form part of the contract specifications for work covered by New York City Administrative Code § 6-109. Contractors performing such work are required to pay not less that the rates specified in this schedule for the applicable trade or occupation.

Benefits are paid for EACH HOUR WORKED unless otherwise noted.

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

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# **BUILDING CLEANER AND MAINTAINER (OFFICE)**

For the above building service classification, see the Labor Law Section 2	230 Schedule.
BUILDING CLEANER AND MAINTAINER (RES	IDENTIAL)
For the above building service classification, see the Labor Law Section 2	230 Schedule.
CLEANER (PARKING GARAGE)	
For the above building service classification, see the Labor Law Section 2	230 Schedule.
DAY CARE SERVICES	
Day Care Services	
'Day Care Services' means provision of day care services through the city administered under contract with the city's Administration for Children's shall be covered, including family-based day care programs administered	Services. No other day care programs
Effective Period: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$10.00 Supplemental Benefit Rate per Hour: \$1.50	
(NYC Administrative Code §6-109)	· · · · · · · · · · · · · · · · · · ·
FOOD SERVICE EMPLOYEES	

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 4 of 8

Cook

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$16.81

Supplemental Benefit Rate per Hour: \$1.75

#### Cafeteria Attendant

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$12.81

Supplemental Benefit Rate per Hour: \$1.75

#### **Counter Attendant**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$12.24

Supplemental Benefit Rate per Hour: \$1.75

#### Kitchen Helper / Dishwasher

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$11.94

Supplemental Benefit Rate per Hour: \$1.75

#### **Overtime**

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

# **HEAD START SERVICES**

# **Head Start Services**

'Head Start Services' means provision of head start services through the city's center-based head start program administered under contract with the city's Administration for Children's Services. No other head start programs shall be covered.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

#### **HOMECARE SERVICES**

#### **Home Care Services**

'Homecare Services' means the provision of homecare services under the city's Medicaid Personal Care/Home Attendant or Housekeeping Programs, including but not limited to the In-Home Services for the Elderly Programs administered by the Department for the Aging.

For homecare services provided under the Personal Care Services program, the wage and supplemental benefit rate above shall apply only as long as the state and federal government maintain their combined aggregate proportionate share of funding and approved rates for homecare services in effect as of the date of the enactment of this section.

For contractors or subcontractors providing homecare services, the supplemental benefit rate may be waived by the terms of a bona fide collective bargaining agreement with respect to employees who have never worked a minimum of eighty (80) hours per month for two consecutive months for that covered employer, but such provision may not be waived for any employee once a minimum of eighty (80) hours for two consecutive months has been achieved.

Effective Period: 7/1/2016 - 6/30/2017 Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

### LANDSCAPING AND GROUNDSKEEPING WORKER

For the above building service classification, see the Labor Law Section 230 Schedule.

# **SECURITY GUARD (ARMED)**

For the above building service classification, see the Labor Law Section 230 Schedule.

# **SECURITY GUARD (UNARMED)**

For the above building service classification, see the Labor Law Section 230 Schedule.

#### SERVICES TO PERSONS WITH CEREBRAL PALSY

#### Services To Person With Cerebral Palsy

'Services to Persons with Cerebral Palsy' means provision of services which enable persons with cerebral palsy and related disabilities to lead independent and productive lives through an agency that provides health care, education, employment, housing and technology resources to such persons under contract with the city or the department of education.

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

#### TEMPORARY OFFICE SERVICES

### **Administrative Assistant**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$34.97

Supplemental Benefit Rate per Hour: None

#### <u>Cashier</u>

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$11.50

Supplemental Benefit Rate per Hour: None

# Clerk (various)

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$16.07

Supplemental Benefit Rate per Hour: None

### Computer Assistant

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$19.07

Supplemental Benefit Rate per Hour: None

PUBLISH DATE: 7/1/2016 EFFECTIVE PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017 Page 7 of 8

#### **Data Entry Operator**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$16.70

Supplemental Benefit Rate per Hour: None

#### Receptionist

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$15.78

Supplemental Benefit Rate per Hour: None

#### **Secretary (various)**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$20.22

Supplemental Benefit Rate per Hour: None

### **Word Processor**

Effective Period: 7/1/2016 - 6/30/2017

Wage Rate per Hour: \$20.32

Supplemental Benefit Rate per Hour: None

#### **Overtime**

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics or NYC Administrative Code §6-109)

#### WINDOW CLEANER

For the above building service classification, see the Labor Law Section 230 Schedule.



# THE CITY OF NEW YORK OFFICE OF THE COMPTROLLER 1 CENTRE STREET ROOM 1120 NEW YORK, N.Y. 10007-2341

TELEPHONE: (212) 669-3622 FAX NUMBER: (212) 669-8499

ALAN G. HEVESI COMPTROLLER

#### MEMORANDUM

November 6, 2000

To

Agency Chief Contracting Officers

From:

Leonard A. Mancusi

Re:

Security at Construction Sites

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

prevailing wages, we suggest that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.

As always, your cooperation is appreciated.

·LAM:er Acco.security at sites



# INFRASTRUCTURE DIVISION BUREAU OF DESIGN

# **VOLUME 2 OF 3**

-	Contractor
Dated	
APPROVED AS TO FORM CERTIFIED AS TO LEGAL AUTHORITY	
	Acting Corporation Counsel
Dated	



# INFRASTRUCTURE DIVISION BUREAU OF DESIGN

### **VOLUME 2 OF 3**

PROJECT ID: SER200277

CONSTRUCTION OF STORM SEWERS AND APPURTENANCES IN WOEHRLE AVENUE BETWEEN ALEXANDER AVENUE AND WARING AVENUE; ALEXANDER AVENUE BETWEEN WOEHRLE AVENUE AND LORING AVENUE; LORING AVENUE BETWEEN ALEXANDER AVENUE AND FORRESTAL COURT; FORRESTAL COURT BETWEEN LORING AVENUE AND DEAD END; LEVERETT AVENUE BETWEEN BROOKFIELD AVENUE AND COLON AVENUE

CONSTRUCTION OF SANITARY SEWERS AND APPURTENANCES IN FORRESTAL COURT BETWEEN LORING AVENUE AND DEAD END; LORING AVENUE BETWEEN ALEXANDER AVENUE AND FORRESTAL COURT

REPLACEMENT OF WATER MAINS AND APPURTENANCES IN LEVERETT AVENUE BETWEEN BROOKFIELD AVENUE AND COLON AVENUE CONSTRUCTION OF SANITARY AND STORM SEWERS AND APPURTENANCES IN LEVERETT AVENUE ETC.

Together With All Work Incidental Thereto BOROUGH OF STATEN ISLAND CITY OF NEW YORK

Pertetto Enterprises Compa	Contractor
Dated February 16	
APPROVED AS TO FORM CERTIFIED AS TO LEGAL AUTHORITY	2 At
	Acting Corporation Counsel 11/4/2016
Dated November 4	20/6



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

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

**VOLUME 3 OF 3** 

SCHEDULE A
SPECIFICATIONS AND
REVISIONS TO STANDARD SPECIFICATIONS

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: SER200277

CONSTRUCTION OF STORM SEWERS AND APPURTENANCES IN WOEHRLE AVENUE BETWEEN ALEXANDER AVENUE AND WARING AVENUE; ALEXANDER AVENUE BETWEEN WOEHRLE AVENUE AND LORING AVENUE; LORING AVENUE BETWEEN ALEXANDER AVENUE AND FORRESTAL COURT; FORRESTAL COURT BETWEEN LORING AVENUE AND DEAD END; LEVERETT AVENUE BETWEEN BROOKFIELD AVENUE AND COLON AVENUE

CONSTRUCTION OF SANITARY SEWERS AND APPURTENANCES IN FORRESTAL COURT BETWEEN LORING AVENUE AND DEAD END; LORING AVENUE BETWEEN ALEXANDER AVENUE AND FORRESTAL COURT

REPLACEMENT OF WATER MAINS AND APPURTENANCES IN LEVERETT AVENUE BETWEEN BROOKFIELD AVENUE AND COLON AVENUE

Together With All Work Incidental Thereto
BOROUGH OF STATEN ISLAND
CITY OF NEW YORK

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

**OCTOBER 27, 2013** 



## **VOLUME 3 OF 3**

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R - PAGES	REVISIONS TO STANDARD SPECIFICATIONS	R-1 to R-20
SW - PAGES	SEWER AND WATER MAIN SPECIFICATIONS	SW-1 to SW-6
EP7 – PAGES	GAS COST SHRING (EP-7) STANDARD SPECIFICATIONS	EP7-1 to EP7-28B
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### SPECIFICATIONS AND STANDARDS OF NEW YORK CITY

The following New York City Department of Transportation (NYCDOT) reference documents are available on-line at:

http://www1.nyc.gov/site/ddc/resources/publications.page or for purchase between 9:00 A.M. and 3:00 P.M. at 55 Water St., Ground Floor, NYC, N.Y. 10041. Contact: Ms Vivian Valdez, Tel. (212) 839-9434

- 1. NYCDOT Standard Highway Specifications, August 1, 2015
- 2. NYCDOT Standard Highway Details of Construction, July 1, 2010
- 3. NYCDOT Division of Street Lighting Specifications
- 4. NYCDOT Division of Street Lighting Standard Drawings
- 5. NYCDOT Standard Specifications for Traffic Signals
- 6. NYCDOT Standard Drawings for Traffic Signals

The following reference documents for New York City Department of Environmental Protection (NYCDEP) are available on-line at: <a href="http://www1.nyc.gov/site/ddc/resources/publications.page">http://www1.nyc.gov/site/ddc/resources/publications.page</a> or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101. Contact: Mr. Nader Soliman, Tel. (718) 391-1179

- 1. NYCDEP Standard Sewer and Water Main Specifications, July 1, 2014
- 2. NYCDEP Instructions for Concrete Specifications, Jan. 92
- 3. NYCDEP General Specification 11-Concrete, November 1991
- 4. NYCDEP Sewer Design Standards, (September 2007) Revised January 2009

The following reference documents for New York City Department of Environmental Protection (NYCDEP) are available on-line at: <a href="http://www1.nyc.gov/site/ddc/resources/publications.page">http://www1.nyc.gov/site/ddc/resources/publications.page</a> or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101. Contact: Mr. Robert Kuhlmann, Tel. (718) 391-2145

- 1. NYCDEP Water Main Standard Drawings, November 2010
- 2. Specifications for Trunk Main Work, July 2014
- 3. Standard Design and Guidelines for Green Infrastructure Practices, latest version, available only on-line at:

  http://www.nyc.gov/html/dep/html/stormwater/green infrastructure standards.shtml

Water main work material specifications are available at the Department of Environmental Protection, 59-17 Junction Boulevard, 3rd Floor Low-Rise Building, Flushing, N.Y. 11373-5108.

Contact: Mr. Tarlock Sahansra, P.E., Tel. (718) 595-5302

E-mail: TSAHANSRA@DEP.NYC.GOV

Standard Specifications and Drawings for New York City Fire Department Communications facilities of New York City are available from the FDNY Facilities Management Bureau, Plant Operations Engineering, 316 Sgt. Beers Avenue Cluster 1 Box 16, Fort Totten, N.Y. 11359.

Contact: Mr. Ed Durkin, Tel. (718) 281-3933

Tree Planting Standards of the City of New York Parks & Recreation are available at the following Department of Parks & Recreation website: http://www.nycgovparks.org/pagefiles/53/Tree-Planting-Standards.pdf

### SPECIFICATIONS AND STANDARDS OF PRIVATE UTILITIES

The Following reference document for Private Utility Work is available for pick up between 8:30 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, First Floor Bid Procurement Room, L.I.C., N.Y. 11101.

1. CET SPECIFICATIONS AND SKETCHES dated November 2010

### **SCHEDULE "A"**

### (<u>GENERAL CONDITIONS TO CONSTRUCTION CONTRACT</u>) (<u>INCLUDING GENERAL CONDITIONS RELATED TO ARTICLE 22 - INSURANCE</u>)

### **PART I. REQUIRED INFORMATION**

	Dequired provided the TOTAL DID DDIOE act forth an
INFORMATION FOR BIDDERS SECTION 26 BID SECURITY	Required provided the TOTAL BID PRICE set forth on the Bid Form is \$1,000,000 or more.
The Contractor shall obtain a bid security in the amount	Certified Check: 2% of Bid Amount
indicated to the right.	Bond: 10% of Bid Amount
INFORMATION FOR BIDDERS SECTION 26 PERFORMANCE AND PAYMENT BONDS	Required for contracts in the amount of \$1,000,000 or more.
The Contractor shall obtain performance and payment bonds in the amount indicated to the right.	Performance Security and Payment Security shall each be in an amount equal to 100% of the Contract Price.
CONTRACT ARTICLE 14.  DATE FOR SUBSTANTIAL COMPLETION	See Page SA-4
The Contractor shall substantially complete the Work in the number of calendar days indicated to the right.	
CONTRACT ARTICLE 15. LIQUIDATED DAMAGES	
If the Contractor fails to substantially complete the Work within the time fixed for substantial completion plus authorized time extensions or if the Contractor, in the sole determination of the Commissioner, has abandoned the Work, the Contractor shall pay to the City the amount indicated to the right.	For Each Consecutive Calendar Day Over Substantial Completion Time: \$2000.00
CONTRACT ARTICLE 17. SUB-CONTRACTOR	
The <b>Contractor</b> shall not make subcontracts totaling an amount more than the percentage of the total <b>Contract</b> price indicated to the right.	Not to Exceed 35% of the Contract Price
CONTRACT ARTICLE 21. RETAINAGE	
The <b>Commissioner</b> shall deduct and retain until the substantial completion of the <b>Work</b> the percent value of the <b>Work</b> indicated to the right.	<u>5%</u> of the Value of the <b>Work</b>
CONTRACT ARTICLE 22.  (Per Directions Indicated To The Right)	See pages SA-5 through SA-11

CONTRACT ARTICLE 24.  DEPOSIT GUARANTEE  As security for the faithful performance of its obligations, the Contractor, upon filing its requisition for payment on Substantial Completion, shall deposit with the Commissioner a sum equal to the percentage of the Contract price indicated to the right.	1% of Contract Price
CONTRACT ARTICLE 24. PERIOD OF GUARANTEE  Periods of maintenance and guarantee other than the	Eighteen (18) Months, excluding Trees  Twenty-Four (24) Months for Tree Planting
CONTRACT ARTICLE 74. STATEMENT OF WORK  The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the Contract Drawings, Specifications, and all Addenda thereto.	See Contract Article 74
CONTRACT ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR  The City shall pay and the Contractor shall accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in Contract Article 75, this said sum being the amount at which the Contract was awarded to the Contractor at a public letting thereof, based upon the Contractor's bid for the Contract.	See Contract Article 75
CONTRACT ARTICLE 78.  PARTICIPATION BY MINORITY-OWNED AND WOMEN- OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT	See M/WBE Utilization Plan in the Bid Booklet

# STANDARD HIGHWAY SPECIFICATIONS SECTION 6.40 LIQUIDATED DAMAGES FOR ENGINEER'S FIELD OFFICE

If the Contractor fails to satisfactorily provide the field office and all equipment specified in **Section 6.40 - Engineer's Field Office**, and/or if a cited deficiency exceed seventy two (72) hours after notice from the Engineer in writing, or is permitted to recur, liquidated damages will be assessed in the amount specified herein for each subsequent calendar day or part thereof that a cited deficiency resulting in nonpayment, as described in **Section 6.40.5**, is not corrected.

For Each Calendar Day of Deficiency: \$500.00

# STANDARD HIGHWAY SPECIFICATIONS SECTION 6.70 LIQUIDATED DAMAGES FOR MAINTENANCE AND PROTECTION OF TRAFFIC

For each instance of failure to comply with the Maintenance and Protection of Traffic requirements within three (3) hours after written notice from the Engineer: \$250.00

For each and every hour of failing to open the entire width of roadway to traffic the morning following a night/weekend work operation: \$500.00

# STANDARD HIGHWAY SPECIFICATIONS SECTION 7.13 LIQUIDATED DAMAGES FOR MAINTENANCE OF SITE

If the Contractor fails to comply, within three (3) consecutive hours after written notice from the Engineer, with the requirements of **Section 7.13 - Maintenance of Site**, the Contractor shall pay to the City of New York, until such notice has been complied with or rescinded, the sum specified above per calendar day, for each instance of such failure, as liquidated damages and not as a penalty, for such default.

For Each Calendar Day, for Each Occurrence: \$400.00

### 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	365	consecutive calendar	days ("c	cds").

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.

V	YES		NO
4	1 10		110

When the Final Contract Duration is indicated above to be adjusted by the table below, the table may increase the Base Contract Duration depending on the date of scheduled substantial completion to avoid a scheduled substantial completion of the Work during the winter months. The date of the scheduled substantial completion shall be determined by adding the Base Contract Duration to the date specified to commence work in the written Notice To Proceed. The Final Contract Duration shall then be determined as follows:

- (a) Find the row that corresponds to the month of the substantial completion based on the Base Contract Duration added to the date specified to commence work in the written Notice To Proceed.
- (b) Find the number of days to be added to the Base Contract Duration in the table below. Add that number of days to the Base Contract Duration to obtain the Final Contract Duration in consecutive calendar days.

Month Of Substantial Completion Based On The Base Contract Duration	Number Of Days Of Adjustment
January	150
February	120
March	90
April	60
May	30
June	0
July	0
August	0
September	0
October	0
November - December 15	0
December 16 - December 31	180

In addition, should Item No. 9.30 - STORM WATER POLLUTION PREVENTION exist in the Contract and the required Storm Water Pollution Prevention Plan (SWPPP) does not conform to NYSDEC's recommended Standards, an additional 60-ccds shall be added to the above Final Contract Duration.

# (GENERAL CONDITIONS RELATING TO ARTICLE 22 - INSURANCE) PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS

Note: All certificate(s) of insurance submitted pursuant to Contract Article 22.3.3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

- For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;
- Policy limits consistent with the requirements listed below;
- Additional insureds or loss payees consistent with the requirements listed below; and
- The number assigned to the Contract by the City (in the "Description of Operations" field).

Insurance indicated by a blackened box ( ) or by an X in a box ( ) to left will be required under this contract

TYPES OF INSURAN		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.  Additional Insureds:  (1) City of New York, including its officials and employees, with coverage at least as broad as ISO Form CG 20 10 and CG 20 37.  (2) All person(s) or organization(s), if any, that Article 22.1.1(b) of the Contract requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity's name, if known, or the entity's title (e.g., Project Manager).  (3) National Grid  (4)

Workers' Compensation	Art. 22.1.2	
_	AIL. 22.1.2	Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without
■ Disability Benefits Insurance	Art. 22.1.2	regard to jurisdiction.
Employers' Liability	Art. 22.1.2	Note: The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2)
☐ Jones Act	Art. 22.1.3	State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (4)
U.S. Longshoremen's and Harbor Workers Compensation Act	Art. 22.1.3	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.
		Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. Law.
		Additional Requirements:
		(1) (2)
		(2)
☐ Builders' Risk	Art. 22.1.4	100% of Total Value of <b>Work</b>
		Contractor the Named Insured; the City both an Additional Insured and one of the loss payees as its interests may appear.
		If the <b>Work</b> does not involve construction of a new building or gut renovation work, the <b>Contractor</b> may provide an installation floater in lieu of Builders Risk insurance.
		Note: Builders Risk Insurance may terminate upon <b>Substantial Completion</b> of the <b>Work</b> in its entirety.
Commercial Auto Liability	Art. 22.1.5	\$2,000,000 per accident combined single limit
		If vehicles are used for transporting hazardous materials, the <b>Contractor</b> shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.
		Additional Insureds:
		(1) City of New York, including its officials and employees.
		(2)
•		(3)

☐ Contractors Pollution Liability	Art. 22.1.6	\$ per occurrence
		\$ aggregate
		Additional Insureds:
		(1) City of New York, including its officials and employees.
	,	(2)
		(3)
☐ Marine Protection and Indemnity	Art. 22.1.7(a)	\$ each occurrence
		\$ aggregate
		Additional Insureds:
		(1) City of New York, including its officials and employees.
		(2)
		(3)
Hull and Machinery Insurance	Art. 22.1.7(b)	\$ per occurrence
		\$aggregate
		Additional Insureds:
		(1) City of New York, including its officials and employees.
		(2)
	1000	(3)
☐ Marine Pollution Liability	Art. 22.1.7(c)	\$ per occurrence
		\$aggregate
		Additional Insureds:
		(1) City of New York, including its officials and employees.
		(2)
		(3)

_	HER]	Art. 22.1.8	
Ш	Railroad Protection Liability Policy		\$2,000,000 per occurrence
	(ISO-RIMA or equivalent form) Permittor covering the work to be proceeded as the site and affording damages arising out of bodily in physical damage to or destructional including damage to the Insured and conforming to the following:	performed at the protection for njury or death, on of property,	\$6,000,000 annual aggregate  Named Insureds: (1) (2)
	<ul> <li>Policy Endorsement CG 28         Exclusion Amendment is re-             endorsed onto the policy when related work and/or exposures endorsed.     </li> </ul>	equired to be environmental-	
	<ul> <li>Indicate the Name and ac Contractor to perform the wor Number and the name of the ra where the work is being performed.</li> </ul>	k, the Contract ailroad property	
	<ul> <li>Evidence of Railroad Prote Insurance, must be provided in Original Policy. A detailed Ins (ACORD or Manuscript Form) v pending issuance of the Origina must be provided within thirty ( Binder Approval.</li> </ul>	the form of the surance Binder vill be accepted al Policy, which	
	HER]		Art. 22.1.8
	Professional Liability  A. The Contractor's Professional Er in the minimum amount of \$1,00 the liability assumed by the C	0,000 per claim. ontractor under d by an error,	intain and submit evidence of Professional Liability Insurance The policy or policies shall include an endorsement to cover this Contract arising out of the negligent performance of omission or negligent act of the Contractor's Professional
,	Professional Liability  A. The Contractor's Professional Er in the minimum amount of \$1,00 the liability assumed by the C professional services or caused Engineer or anyone employed by  B. Claims-made policies will be ac extended reporting period option option, the Contractor's Professional Engineer or anyone employed by	0,000 per claim. ontractor under d by an error, the Contractor's cepted for Profes or automatic conal Engineer sh	intain and submit evidence of Professional Liability Insurance The policy or policies shall include an endorsement to cover this Contract arising out of the negligent performance of omission or negligent act of the Contractor's Professional
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[OT1	Professional Liability  A. The Contractor's Professional Er in the minimum amount of \$1,00 the liability assumed by the C professional services or caused Engineer or anyone employed by  B. Claims-made policies will be ac extended reporting period option option, the Contractor's Professional cancellation or termination of such at least the last policy year.	0,000 per claim. ontractor under d by an error, the Contractor's cepted for Profe or automatic conal Engineer sh	intain and submit evidence of Professional Liability Insurance The policy or policies shall include an endorsement to cover this Contract arising out of the negligent performance of omission or negligent act of the Contractor's Professional Professional Engineer.  essional Liability Insurance. All such policies shall have an eoverage of not less than two (2) years. If available as an iall purchase extended reporting period coverage effective on ess a new policy is secured with a retroactive date, including  Fire insurance, extended coverage and vandalism, malicious
E E	Professional Liability  A. The Contractor's Professional Er in the minimum amount of \$1,00 the liability assumed by the C professional services or caused Engineer or anyone employed by  B. Claims-made policies will be ac extended reporting period option option, the Contractor's Profession cancellation or termination of such at least the last policy year.	0,000 per claim. ontractor under d by an error, the Contractor's cepted for Profe n or automatic conal Engineer sh ch insurance unl	intain and submit evidence of Professional Liability Insurance The policy or policies shall include an endorsement to cover this Contract arising out of the negligent performance of omission or negligent act of the Contractor's Professional Professional Engineer.  essional Liability Insurance. All such policies shall have an eoverage of not less than two (2) years. If available as an iall purchase extended reporting period coverage effective on ess a new policy is secured with a retroactive date, including
E (OTH S	Professional Liability A. The Contractor's Professional Er in the minimum amount of \$1,00 the liability assumed by the C professional services or caused Engineer or anyone employed by B. Claims-made policies will be ac extended reporting period option option, the Contractor's Professional cancellation or termination of such at least the last policy year.  HER] Engineer's Field Office Section 6.40, Standard Highway S	0,000 per claim. ontractor under d by an error, the Contractor's cepted for Profe n or automatic conal Engineer sh ch insurance unl Art. 22.1.8  pecifications	intain and submit evidence of Professional Liability Insurance The policy or policies shall include an endorsement to cover this Contract arising out of the negligent performance of omission or negligent act of the Contractor's Professional Professional Engineer.  Pessional Liability Insurance. All such policies shall have an eoverage of not less than two (2) years. If available as an hall purchase extended reporting period coverage effective on ess a new policy is secured with a retroactive date, including  Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of \$40,000
E (OTH S S T C T C T C T C T C T C T C T C T C	Professional Liability A. The Contractor's Professional Er in the minimum amount of \$1,00 the liability assumed by the C professional services or caused Engineer or anyone employed by B. Claims-made policies will be ac extended reporting period option option, the Contractor's Professic cancellation or termination of such at least the last policy year.  HER] Engineer's Field Office Section 6.40, Standard Highway S  HER] The Following Additional Insurance I	0,000 per claim. ontractor under d by an error, the Contractor's cepted for Profe n or automatic conal Engineer sh ch insurance unle Art. 22.1.8  pecifications	intain and submit evidence of Professional Liability Insurance The policy or policies shall include an endorsement to cover this Contract arising out of the negligent performance of omission or negligent act of the Contractor's Professional Professional Engineer.  essional Liability Insurance. All such policies shall have an eoverage of not less than two (2) years. If available as an eall purchase extended reporting period coverage effective on ess a new policy is secured with a retroactive date, including  Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of \$40,000  Art. 22.1.8
	Professional Liability  A. The Contractor's Professional Er in the minimum amount of \$1,00 the liability assumed by the C professional services or caused Engineer or anyone employed by B. Claims-made policies will be ac extended reporting period option option, the Contractor's Professional least the last policy year.  HER]  Engineer's Field Office  Section 6.40, Standard Highway S  HER]  The Following Additional Insurance Insurance In Insurance In Insurance In Insurance In Insurance Insur	0,000 per claim. ontractor under d by an error, the Contractor's cepted for Profe n or automatic conal Engineer sh ch insurance unl  Art. 22.1.8  pecifications  Must Be Provided ce - The Contra or Occurrence an underlying policie t. Defense cost	intain and submit evidence of Professional Liability Insurance The policy or policies shall include an endorsement to cover this Contract arising out of the negligent performance of omission or negligent act of the Contractor's Professional Professional Engineer.  Pessional Liability Insurance. All such policies shall have an eoverage of not less than two (2) years. If available as an hall purchase extended reporting period coverage effective on ess a new policy is secured with a retroactive date, including  Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of \$40,000

# 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.

### **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)]
	[E-Mail 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 O	<del></del>

### **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 TEXT THIS PAGE** 

**R-PAGES** 

## REVISIONS TO STANDARD SPECIFICATIONS

### NOTICE

The Specification Bulletin(s) ("SB(s)") contained 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.

(NO TEXT ON THIS PAGE)



## Department of Design and Construction

# SPECIFICATION BULLETIN

SB

16-001

Title: REVISIONS TO NYC DOT STANDARD HIGHWAY SPECIFICATIONS						
Prepared:	6/29/2016	Approved: 6/29/2016				
Richard Jones, P.E. CWI Director, Specifications – Infras	Date tructure Design	Mohsen Zargarelahi, P.E. Date Assistant Commissioner – Infrastructure Design				

### **APPLICABILITY:**

This Specification Bulletin (SB) is effective for projects advertised on or after 7/11/16.

### SUPERSEDENCE:

This SB supersedes the following SBs: <u>NONE</u>

## REVISIONS TO THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION STANDARD HIGHWAY SPECIFICATIONS VOLUME 1 OF 2, DATED 8/1/15:

All references contained below are to the New York City Department of Transportation Standard Highway Specifications, Dated August 1, 2015. Said Standard Highway Specifications are hereby revised as follows:

- a) Refer to Page 3, Subsection 1.06.3; Delete the third paragraph;
  - Substitute the following new paragraph:
    - "Any doubt as to the meaning of this contract or the specifications thereof, or any obscurity as to the wording of them, or any discrepancy between them, or any discrepancy between figures and drawings will be explained by the Engineer."
- b) Refer to Page 5, Subsection 1.06.8;

  Delete the words "tentative" wherever it occurs in the last paragraph.
- c) Refer to Page 17, Subsection 1.06.23.(G), last paragraph; Delete the word "asbestos" wherever it occurs.
- d) Refer to Page 26, Subsection 1.06.29, line number four (4);

  Delete the words and punctuation mark ", and at the prices fixed herein" in its entirety.



## Department of Design and Construction

# SPECIFICATION BULLETIN

SB

16-001

Title: REVISIONS TO NYC DOT STANDARD HIGHWAY SPECIFICATIONS

e) Refer to Page 41 Subsection 1.06.48.(C), 2nd paragraph, 1st line;

Delete from the first line starting from "have maximum grade of one (1) vertical on three (3) horizontal", in its entirety;

### Substitute the following:

"have a maximum grade of one (1) vertical on twelve (12) horizontal, for pedestrian ramp and one (1) vertical on six (6) horizontal, for driveway ramp".

- f) Refer to Page 87, Subsection 2.18.3(A), 4th paragraph;
  Change "." to "," after "... and Appeals";
  Add the following words: "and the health standards of OSHA of the U.S. Department of Labor."
- g) Refer to Page 104, Subsection 3.01.3.(C).1.(c), 4<sup>th</sup> paragraph: Delete the words "to a maximum of 70%"
- h) Refer to Page 120, Subsection 3.05.5.(A), 2<sup>nd</sup> Table 3.05-V;

  Delete the sentence: "Concrete of Type IA, IIA and IIIA shall have an air entrainment of 4 to 7 percent when the coarse aggregate is 1 1/2" stone and 5 to 7 percent when the coarse aggregate is 3/4" stone, with 6.5 percent desired in either case."

### Substitute the following:

"Concrete of classes shown in Table 3.05-II shall have an air entrainment of 4 to 7 percent for size 357 coarse aggregate and 5 to 7 percent for size 67 or 57 aggregate, with 6.5 percent desired in either case. If concrete is pumped, air entrainment shall be measured after the pump."

- i) Refer to Page 135, Subsection 3.05.9, 4<sup>th</sup> paragraph;
  Add the following words to the end of the 4<sup>th</sup> paragraph: "Dosing of accelerators and retarders shall be per the manufacturer's published recommendations.

  Addition of an accelerator or retarder per this subsection will not require a separate mix design, unless requested by the Engineer."
- j) Refer to Page 192, Subsection 4.06.12;
  Delete the Subsection 4.06.12, in its entirety and substitute the words "4.06.12. (NO TEXT)." The use of rubble aggregate will not be permitted.
- k) Refer to Page 282, Subsection 5.02.2.(C), 2<sup>nd</sup> paragraph; Add the following words: "6 in x 12 in" after "At least four (4)"



I)

# Department of Design and Construction

# SPECIFICATION BULLETIN

SB

16-001

Title: REVISIONS TO NYC DOT STANDARD HIGHWAY SPECIFICATIONS

Refer to Page 282, Subsection 5.02.2.(C), 2<sup>nd</sup> paragraph;

Delete the sentence: "Curing boxes shall be furnished in good operating condition, capable of maintaining cylinders under water at a curing temperature of 72°F. ±5°F."

### Substitute the following:

"Curing boxes meeting the requirements of ASTM C31 and C511 shall be furnished in good operating condition, and shall maintain cylinders under water at a curing temperature of 73.5°F ±3.5°F. Curing boxes with rusted or corroded interior surfaces shall not be used."

REVISIONS TO THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION STANDARD HIGHWAY SPECIFICATIONS VOLUME 2 OF 2, DATED 8/1/15:

No Changes.

(NO TEXT THIS PAGE)



## Department of Design and Construction

# SPECIFICATION BULLETIN

SB

16-002

Title:	REVISIONS TO THE NYC DEP STANDARD SEW	/ER AND	<b>WATER</b>	MAIN
	SPECIFICATIONS			

Prepared:

10/11/2016

Mohsen Zargarelahi, P.E.

Approved:

10/11/2016

Date

Richard Jones, P.E. CWI

Date

Assistant Commissioner – Infrastructure Design

Director, Specifications – Infrastructure Design

### APPLICABILITY:

This Specification Bulletin (SB) is effective for projects advertised on or after 11/14/16.

### SUPERSEDENCE:

• This SB supersedes the following SBs: NONE

### **ATTACHMENTS:**

- ATTACHMENT 1: Revised Section 40.05 SHEETING AND BRACING Pages A1-1 through A1-7
- ATTACHMENT 2: Revised Section 70.91 SHEETING Pages A2-1 through A2-3

# REVISIONS TO THE NEW YORK CITY DEPARTMENT OF ENVIROMENTAL PROTECTION STANDARD SEWER AND WATER MAIN SPECIFICATIONS, DATED 7/1/14:

All references contained below are to the New York City Department of Environmental Protection Standard Sewer and Water Main Specifications, Dated July 1, 2014. Said Standard Sewer and Water Main Specifications are hereby revised as follows:

- a) Refer to Page III-6, Subsection 30.03.1;
  Add the text ", C780 Annex 6" to line (2) after the words "C109".
- b) Refer to Pages IV-12 through IV-18, Section 40.05 SHEETING AND BRACING;
   Delete in its entirety the Section;
   Substitute the revised Section in Attachment 1 (7 pages).
- Refer to Page V-60, Subsection 50.72.5.(A);
   Delete in its entirety the Subsection;
   Substitute the revised Subsection:



## Department of Design and Construction

# SPECIFICATION BULLETIN

**SB** 

Title: REVISIONS TO THE NYC DEP STANDARD SEWER AND WATER MAIN SPECIFICATIONS

- "(A) Cement shall be either Type V cement meeting the requirements of ASTM C150 or blended cement containing 8% microsilica that meets the requirements of NYS Department of Transportation Standard Specification 701-03, Type IP (8)".
- d) Refer to Page V-65, Subsection 50.72.7.(N);
   Delete the second sentence "The test cubes shall be 4"x4"x4"."
- e) Refer to Page V-66, Subsection 50.72.7.(N);

**Delete** the text:

Test cubes will be made and stored in accordance with ASTM C31 and tested in accordance with ASTM C39, except as otherwise modified by the Engineer. Each test will consist of three (3) cubes; one (1) to be tested at seven (7) days, the other two (2) at twenty-eight (28) days.

### Substitute the revised text:

"Test cores will be made, cured, and tested in accordance with ASTM C42, except as otherwise modified by the Engineer. Test cores will be made from a shotcrete test board, where the shotcrete thickness matches the placed thickness. Each test will consist of three (3) cores; one (1) to be tested at seven (7) days, the other two (2) at twenty-eight (28) days."

- f) Refer to Pages V-65, V-66, and V-67, Subsections 50.72.7.(N), 50.72.9, and 50.72.10; Delete the text "Test Cube" wherever it appears; Substitute the text "Test Core".
- g) Refer to Page VII-25, Subsection 70.12.5.(B).(2);
  <u>Delete</u> the text "and C492";
  <u>Substitute</u> the replacement text "or C780 Annex 6"
- h) Refer to Page VII-29, Subsection 70.13.4;
  Add the text " or C780 Annex 6" after the words "C109".
- Refer to Pages VII-48 through VII-51, Section 70.91 SHEETING;
   Delete in its entirety the Section;
   Substitute the revised Section in Attachment 2 (3 pages).

### SECTION 40.05 SHEETING AND BRACING

#### 40.05.1 SHEETING AND BRACING

- (A) The sides of the trenches and excavations shall be supported by adequate sheeting and properly braced. All sheeting and bracing systems the Contractor elects to use or are ordered by the Engineer or the Department shall comply with these specifications and must receive the approvals stated herein. Timber sheeting and bracing shall be vertical sheeting with rangers and braces or horizontal sheeting supported by vertical steel soldier beams and the necessary bracing.
- (B) Where the material to be excavated is of such character as to render it necessary, the sheeting shall be tongued and grooved and driven to such depths below the subgrade as may be directed.
- (C) Where the nature of the material encountered or the safety of the adjacent structure render it necessary, the Contractor may resort to the use of steel sheet piling with prestressed bracing or the Contractor may underpin the structure or buildings.
- (D) Other sheeting systems may be permitted upon approval of the Department of Design and Construction. (Trench Boxes will not be permitted for use in trenches and excavations that exceed twelve (12) feet in depth. (See **Subsection 40.05.4(E)**.))
- (E) In general, sheeting and bracing in trenches and excavations shall be designed and installed so that the sheeting shall not be braced or blocked against any part of the new structure, or manholes, or chambers. When conditions warrant, bracing against such structures may be permitted following the approval of drawings prepared and submitted by a Professional Engineer licensed in the State of New York, showing the assumed design loads and stresses, and details of such bracing.
- (F) If, in the opinion of the Engineer, any of the approved temporary or permanent supporting structures are inadequate or unsuitable for the actual conditions in the field, the Engineer may direct the Contractor to strengthen the supporting structures at no additional cost to the City. The Contractor shall be responsible for the sufficiency of all temporary and permanent supporting structures whether or not directed by the Engineer to strengthen them.
- (G) Unless otherwise specified in the plans or these specifications, the Contractor shall remove all sheeting and bracing throughout this project as per **Subsection 40.05.7**.

### 40.05.2 SHEETING LEFT IN PLACE

When sheeting is specifically shown on the plans or specifically described in the specifications or specifically ordered in writing by the Engineer to be left in place, it refers to all sheeting and bracing in trench excavations for water main pipe and sewer conduit including manholes, valves and chambers. Excavations for catch basins, basin connections, house services and other excavations not considered part of the trench excavation for water main pipe and sewer conduit shall have their sheeting and bracing removed entirely.

When sheeting is to be left in place, all elements such as rangers and braces, of the sheeting used, must be left in place, except for such temporary braces that require removal in order to make way for the structure. Where it is necessary to remove such temporary braces, the sheeting shall be rebraced in a manner approved by the Engineer; however, in no case shall the sheeting be braced against the side of the structure unless approved in writing by the Engineer. Where lagging and soldier beams are used, the soldier beams and all the rangers and braces shall also be left in place. Where steel sheeting is used, the rangers and braces shall also be left in place.

When sheeting is to be left in place, the Contractor shall cut sheeting at the elevations ordered in writing by the Engineer; however, in general such cutoffs shall not be less than four (4) feet below the final

grade. Timber sheeting shall be cut off by sawing. Steel sheeting or soldier beams shall be cut off by burning. Breaking off of sheeting will not be permitted. The Contractor shall remove from the trench and away from the site of work, to the Contractor's own place of disposal, all cut sheeting and soldier beams together with all rangers, lagging and braces above the ordered elevation of cut. Where the removal of rangers and braces above the ordered elevation of cut is determined by the Engineer to render the sheeting system unstable, rangers and braces shall be placed prior to cutting at a level below the ordered elevation of cut and left in place.

### (A) FOR SHEETING OF WATER MAIN TRENCHES AND EXCAVATIONS

Additional payment will be made for sheeting and bracing that is specifically shown on the plans or specifically described in the specifications or ordered in writing by the Engineer, to be left in place in water main trenches and excavations. Payment will be made in accordance with **Section 70.91**.

### (B) FOR SHEETING OF SEWER TRENCHES AND EXCAVATIONS

No separate or additional payment will be made for sheeting and bracing that is specifically shown on the plans or specifically described in the specifications to be left in place in sewer trenches and excavations, regardless of the type used nor for the removal from the trench and excavation and the disposal away from the job site of the cut sheeting, bracing and rangers. The cost thereof shall be included in the prices bid for all sewer contract items of work, except when separate payment for sheeting and bracing is provided, in this case the cost shall be included therein. When sheeting is specifically ordered by the Engineer, to be left in place in sewer trenches and excavations, the cost for all labor, materials, cutting, removal, disposal, insurance and work required to leave sheeting in place shall be determine in accordance with **Articles 25 and 26** of the Contract.

#### **40.05.3 MATERIALS**

- (A) Timber sheeting and bracing shall be of new or acceptable used timber free from injurious defects.
- (B) Steel soldier beams shall comply with the requirements of **Section 23.05 Structural**, **Reinforcing And Miscellaneous Steel**, except that approved used material will be permitted. Steel sheet piling shall comply with the requirements of **Section 24.01 Steel Sheeting**, except that approved used materials will be permitted. Timber and lumber for bracing, shoring, fencing, bridging, and decking shall conform to the requirements of **Section 23.06 Timber And Lumber**. Steel used for sheeting systems or for any other purposes herein shall conform to the requirements of the ASTM A36 and all other applicable requirements of ASTM.
- (C) Steel Plates for use as sheeting will be permitted provided that they are properly installed and supported. The use of steel bracing frames which partially support the steel plates will be permitted up to a depth of twelve (12) feet. The use of steel plates in conjunction with trench boxes will not be permitted (trench boxes can not be considered as steel bracing frames).
- (D) Steel Sheeting shall conform to the requirements of **Section 24.01** and shall be installed with continuous interlock.

### 40.05.4 CONSTRUCTION METHODS

- (A) GENERAL Timber sheeting and bracing and other sheeting systems shall be of sufficient dimensions and strength, and steel sheeting shall be of sufficient type, size and weight, to support adequately the sides of the trenches and excavations and insure the safety of adjacent structures and shall be installed in accordance with the approved sheeting details. The Contractor shall be solely responsible for the adequacy and sufficiency of all sheeting and bracing used.
- (B) SHEETING Unless otherwise specified, timber sheeting and bracing shall be driven or placed ahead of the excavation in such a manner as to prevent the loss or slippage of ground in order to

safeguard adjacent surface and subsurface structures. The sheeting shall be driven to adequate depth below subgrade. As the work progresses, any voids back of the sheeting shall be filled and compacted in accordance with **Section 40.06** and as directed by the Engineer.

- (C) Sheeting can be used as forms for concrete work. Whenever sheeting is used as formwork as specified or approved by the Engineer only timber sheeting will be permitted unless otherwise approved or specified in writing by the Engineer. When sheeting is used as formwork, an approved protection shall be placed between the sheeting, bracing or soldier beams and the concrete. In addition, when sheeting is used as formwork for any structure or portion thereof, the thickness of that structure or portion of such structure shall be increased be three (3) inches beyond the original neat line of such structure or portion thereof. In no case shall the sheeting, soldier beams or other bracing encroach upon the original neat line of the structure. In such instances when sheeting, soldier beams or other bracing is found to encroach upon the neat line of the structure, the Engineer shall direct the Contractor to remove such sheeting, soldier beams or other braces and redrive and/or replace the sheeting, soldier beams or other braces outside the neat line of the structure. All sheeting used as formwork shall be removed.
- (D) All open cuts shall be excavated with vertical sides and properly supported with close sheeting and bracing in conformity with the requirements of **Section 40.03 Earth Excavation** and with 23 NYCRR "Protection of Persons Employed in Construction and Demolition Work" and 16 NYCRR Part 753 "Protection of Underground Facilities" of the State of New York, Department of Labor, Board of Standards and Appeals.
- (E) The Contractor is advised that trench boxes will be permitted for use as a sheeting system provided that the depth of trench does not exceed twelve (12) feet. The use of trench boxes to partially sheet trenches that are greater than twelve (12) feet in depth, will be strictly prohibited.

Should trench boxes meeting the above requirements be utilized, the trench will not have to be sheeted completely to subgrade. The trench box will be permitted to "hang up" to a maximum of two (2) feet above subgrade provided that the existing soil in the area of the subgrade can "stand up" on its own without sheeting. Should running ground be encountered or should the soil in the subgrade area begin to slough off, the Contractor will be required to extend the trench box to subgrade. The Engineer shall always maintain the right to order the Contractor to lower the trench box to subgrade as required.

No deductions will be made from any payment for not sheeting the bottom two (2) feet of trench if approved by the Engineer and no additional payment will be made should the Contractor be directed to sheet completely to subgrade.

All sheeting and bracing drawings submitted for approval which indicate trench boxes must be designed for the full depth of trench (to subgrade) and shall show the trench box extending to subgrade.

(F) SLOPED SIDES OF TRENCHES OR EXCAVATIONS - Where the Contractor requests permission not to sheet a trench or excavation, and offers to slope the sides of such trench or excavation in accordance with OSHA Regulations in lieu of such sheeting, the Contractor's request shall be reviewed by the Engineer.

If the Engineer deems such sloping to be acceptable the Engineer shall so notify the Contractor in writing.

Pavement excavation and restoration requirements shall be governed by the width of the trench measured at the bottom of the pavement foundation. Pavement excavation and restoration in excess of those required in connection with standard trench excavation, as specified, shall not be paid for.

In those cases where the Contractor does not request permission to side slope, but the Engineer determines that side sloping is in the best interests of the City, the Engineer shall order the Contractor to proceed using such side sloping. In these cases, the additional pavement excavation and restoration will be paid for at the appropriate bid unit price.

In both of the above cases it shall be presumed that side sloping a trench or excavation is done to obtain a lower cost for the work to be performed. The City shall, therefore, take an <u>appropriate</u> credit to cover the difference in overall costs resulting from the use of side sloping instead of timber sheeting.

### (G) SHEETING METHODS

The following methods of sheeting trenches are acceptable:

- (a) Vertical Wood Sheeting
- (b) Steel Soldier Beams with Horizontal Wood Lagging
- (c) Interlocking Steel Sheeting
- (d) Trench Boxes for trench depths up to twelve (12) feet
- (e) Steel Soldier Beams with Steel Plates continually supported
- (f) Steel Frames with Steel Plates for trench depths up to twelve (12) feet
- (g) Krings and Icon Type Sheeting Frames and Plates

#### 40.05.5 SHOP DRAWINGS

The Contractor will be required to submit Shop Drawings detailing the sheeting system whenever the depth of cut exceeds five (5) feet.

- (A) Before commencing any excavating operation the Contractor shall have approved drawings from the Department of Design and Construction for all types of sheeting and bracing systems, cofferdams, shoring, underpinning, bridging, decking and all other temporary or permanent supporting structures required.
- (B) The Contractor shall submit for approval five (5) copies of sheeting and bracing drawings, and other structures (i.e. decking, bridging) drawings that the Contractor proposes to use for the work.
- (C) The Contractor shall have these drawings prepared by a Licensed Professional Engineer, currently registered in the State of New York. Such drawings shall be submitted together with design calculations, references, tables and charts. Both drawings and design calculations shall bear the imprint of the Licensed Professional Engineer's seal and signature.
- (D) In designing the sheeting stated above, the Contractor's Engineer shall take note of the standard minimum load diagram requirements for Watertight and Non-Watertight sheeting structures. (See Sewer Design Standards.)
- (E) The following notes shall be required on all sheeting detail submissions:
  - (1) If the actual surcharge is in excess of three hundred thirty (330) pounds per square foot the Contractor shall adequately reinforce the sheeting and bracing as required at no additional cost to the City.
  - (2) Maximum pilot cut shall be five (5) feet.

The sheeting and bracing drawings shall also include but not be limited to the following: the density of the soil, the internal angle of friction of the soil, the stress grade and type of lumber, the allowable steel stresses and the sequence of construction operation where required.

(F) Shop drawings of sheeting, bracing and other structures used by the Contractor shall be signed by and carry the seal of a Professional Engineer licensed in the State of New York. These drawings shall be submitted together with proper design computations bearing the same seal and signature. Shop drawings shall be on sheets twenty-seven (27) inches by forty (40) inches with a one-half (1/2) inch marginal space on three (3) sides and a two (2) inch marginal space for binding on the left side.

Shop drawings shall be numbered consecutively and shall accurately and distinctly present the following:

- (1) All working and erection dimensions.
- (2) Arrangement and sectional views.
- (3) Necessary details, including complete information for making connections between work under this contract and work under other contracts.
- (4) Kinds of materials.
- (G) Each shop drawing shall be dated and contain:
  - (1) The name of this project and this contract number.
  - (2) The description name of classified contract item number or numbers under which it is or they are required.
  - (3) The locations or points at which the sheeting is to be installed in the work.
- (H) All sheeting submissions shall reflect the means and methods chosen by the Contractor and approved by the Engineer. Whenever steel sheeting systems (including trench boxes, frames and plates, etc.) are submitted which would render the crossing of Utilities (i.e. water mains and sewers) impossible the Contractor shall also submit, for approval, a system which can be utilized to permit such crossings (i.e. wood sheeting).
- (I) The submission of multiple sheeting systems shall be kept to a minimum. Whenever the Contractor submits multiple systems they must be accompanied with a Location Plan shop drawing to indicate the exact location where these various systems are to be installed. Since the approval of multiple systems will delay the sheeting approval process the Contractor is requested to submit a schedule indicating the time frame that these systems are required. In addition the Contractor will be required to install these multiple systems at the locations indicated on the submitted Location Plan. Should the Contractor request to change the sheeting system at any particular location the Contractor will be required to resubmit the sheeting drawing, for approval, even though the revised sheeting system may have been approved at another location within the project area. The Contractor is reminded that the approval time for any given sheeting system may require up to four (4) weeks.

### 40.05.6 DESIGN CRITERIA

The following criteria shall be used in calculating the required sheeting, bracing and/or decking systems.

- (A) All compression members (struts) shall be designed with a factor of safety of two (2.0). The factor of safety of two (2.0) shall be a value above and beyond the allowable value for compressive stresses for steel as designated in the "AISC Manual of Steel Construction", and for wood as designated in the "National Design Specification for Stress-Grade Lumber and its Fastening". All other allowable stresses (not including compression members) may be increased by thirty-three and one-third (33-1/3) percent where sheeting and bracing is deemed a temporary structure.
- (B) A factor of safety shall be used to determine the minimum embedment for sheeting as follows:

Vertical Timber - 15%

Soldier Beams - 20%

Steel Sheeting - 30%

- (C) Embedment shall be calculated in accordance with the procedures and standard minimum load diagrams specified herein. The maximum allowable embedment for vertical timber sheeting shall not exceed three feet six inches (3'-6"). The minimum embedment shall be two (2) feet.
- (D) The Contractor is advised that the maximum allowable bending stress (F<sub>b</sub>) for all timber members shall not exceed one thousand seven hundred fifty (1,750) pounds per square inch. If the Contractor

elects to use a bending stress higher than  $F_b = 1,750$ -psi, written certification of bending stress test results shall be submitted to the Engineer prior to use of such material in construction.

- (E) Where it is anticipated that heavier crane or equipment loads will fall within the influence line of the trench, design loads shall be increased accordingly.
- (F) The Contractor shall compute and include in the Contractor's submission of drawings and calculations the following:
  - (1) Maximum bending stress
  - (2) Maximum horizontal shear in wale
  - (3) Compression perpendicular to grain
  - (4) Maximum vertical shear stress

### (G) DECKING

- (1) Unless otherwise specified in the contract documents or approved in writing by the Engineer, the minimum live load on decking shall be AASHTO HS20-44 or Contractor's equipment or heaviest truck loading (i.e. concrete trucks) whichever is greater plus an impact factor of thirtythree (33) percent.
- (2) Unless otherwise approved, timber mats shall extend a minimum of three (3) feet from sheeting line on either side of trench.
- (3) Unless otherwise approved, a minimum one thousand (1,000) pounds per square foot surcharge load shall be used for sheeting below decking.
- (H) Maximum trench widths shown on sheeting details shall not exceed those allowed by the standards or specifications.
- (I) The Contractor shall provide an individual cross-sectional sheeting (trench) detail for each size water main pipe and sewer conduit to be constructed unless permission to do otherwise is granted.
- (J) Where the water table lies above the subgrade of trench and a well point or deep well dewatering system is not used, the Contractor shall include the effect of hydrostatic loading in calculations for both watertight and non-watertight sheeting.
- (K) Sheeting details shall accurately depict actual field operations. The Contractor shall be restricted to a maximum five (5) feet deep pilot cut and all details must reflect this. Additional braces and wales may be required to install sheeting due to the five (5) feet maximum pilot cut restriction. The Contractor shall not assume that additional pilot cut depths will be allowed.

### 40.05.7 REMOVAL OF SHEETING

All sheeting design and requirements shall be in strict conformance with this section and all appropriate Addenda to the specifications.

Unless otherwise specified in the plans or these specifications, the Contractor shall remove all sheeting and bracing throughout this project.

(A) The sheeting shall be removed in lifts during the backfilling operation in order to permit proper placement and compaction of material against the structure and the earth bank. This work shall be accomplished in conjunction with the removal of wales and braces. In no case shall the lifts for sheeting exceed the specified or otherwise approved depth of compaction layer.

- (B) The Contractor shall submit to the Engineer, for approval, the Contractor's method for installation and removal of sheeting and the method for backfilling the trench. The submission shall also specify if there are any location(s) where sheeting cannot be removed and detail the reasons why the sheeting cannot be removed. The submission shall be signed by and carry the seal of a New York State Licensed Professional Engineer. These methods must be strictly adhered to.
- (C) The Contractor is advised that the Contractor will be responsible for, and shall solely at the Contractor's own expense, repair, replace and/or relocate all City owned utilities that are damaged and/or disturbed due to the Contractor's removal of sheeting operation.
- (D) If the Contractor is required to leave the sheeting system in place in order to protect City owned utility crossings and structures, payment will be made in accordance with **Subsection 40.05.2(A)** and **Subsection 40.05.2(B)**.
- (E) This section shall not be construed to relieve the Contractor of the Contractor's obligation under the contract to maintain, protect and support (temporarily and permanently) all City owned utilities within the influence lines of the excavated trenches. The Contractor in accordance with the standards of the agencies having jurisdiction thereof shall perform such maintenance, protection and support.
- (F) The cost of maintenance, protection and support (temporarily and permanently) of City owned utilities shall be included in the prices bid for all items for which there are bid prices.
- (G) If a soldier beam and lagging sheeting system is utilized then all parts of the system (i.e. soldier beams, bracing, wales and lagging) must be removed.
- (H) There shall be no additional payment made for repairing, replacing and/or relocating City owned utilities that may be damaged and disturbed due to the Contractor's removal of sheeting operation, or for work performed by the Contractor as directed in **Subsection 40.05.7(E)** above.

#### 40.05.8 COST INCLUDED

There shall be no separate payment for the sheeting and bracing of trenches and excavation of water mains larger than 20-inches in diameter and appurtenances thereto including valve chambers, regulator chambers, etc.; and for the sheeting and bracing of trenches and excavation of all sewer conduits and appurtenances thereto including manholes, chambers, catch basins, etc. The cost of all labor, material, plant, equipment and insurance necessary or required to furnish and install all timber and steel sheeting together with all necessary rangers, bracing, lagging, soldier beams, etc., excavation for the placing of sheeting, backfill and compaction behind sheeting to prevent loss of ground, cut off of sheeting as specified, together with all work incidental thereto, all in accordance with the plans and specifications and as directed by the Engineer, shall be deemed included in the prices bid for the respective contract items.

#### 40.05.9 SEPARATE PAYMENT

Separate payment will be made for the sheeting of water mains 20-inches and smaller in diameter. Payment will be made in accordance with **Section 70.91**.

(NO TEXT THIS PAGE)

### SECTION 70.91 SHEETING

#### 70.91.1 DESCRIPTION

This section describes the use of Sheeting in water main trenches and excavations only.

#### **70.91.2 MATERIALS**

All sheeting materials shall comply with Subsection 40.05.3.

#### 70.91.3 CONSTRUCTION METHODS

To prevent injury to workmen or to avoid damaging existing water pipes, structures, and pavements and their foundations through caving or sliding of the banks of a trench or other excavation, protection shall be provided for all excavation work except where a determination is made by the Contractor, the Engineer or the Engineer's inspector at the work site that the nature of the excavation does not require protection.

Excavation protection, when required, shall be provided in accordance with the requirements of:

- (1) U.S. Occupational Safety and Health Administration (OSHA) Construction Safety and Health Regulations, Part No. 1926, Subpart P;
- (2) 23 NYCRR, Subpart 23-4 Excavation Operations;
- (3) 16 NYCRR, Part 753 Protection of Underground Facilities;
- (4) Special requirements detailed below.

NOTE: Whenever an interpretation difference exists as to selecting the applicable requirements, that of the most stringent one shall govern.

### (A) SPECIAL REQUIREMENTS

Unless specifically ordered otherwise by the Engineer or the Engineer's inspector at the work site, the following Special Requirements shall be adhered to:

#### (a) Trenches For Water Main Pipe 12-Inch In Diameter And Less

In general, such trenches shall not be sheeted since, with the laying depths used, the trench bottoms will be less than five (5) feet below the ground surface. However, removal of existing pipe, or connections to existing pipe may, in some instances result in trench depths of five (5) feet or greater. In such cases, at a minimum, sheeting will be required. If sheeting is required, it shall be of sufficient length so that all ingress and egress is within the sheeted area, and shall extend at least 2 feet beyond all work locations and access points. If workmen are required to transit between sheeted areas, they must exit the trench.

If, in the opinion of the Engineer or the Engineer's inspector at the work site, sheeting is required, for whatever reason, in any trench or other excavation, the Contractor shall install it.

#### (b) Trenches For Water Main Pipe 16-Inch and 20-Inch In Diameter

All such trenches shall be sheeted, regardless of the depth of the trench.

## (c) <u>Trenches For Water Main Pipe Larger Than 20-Inch In Diameter; And Excavations For Chambers And Manholes</u>

All such trenches shall be sheeted, regardless of the depth of the trench.

### (d) Detailed Requirements As To Type And Size Of Sheeting

Unless specifically noted otherwise on the contract drawings or in these specifications, the sheeting required in paragraphs (a), (b), and (c) above, above, shall be furnished and installed in full compliance with the requirements of Section 1926.652 of the OSHA Regulations.

The size and spacing of sheeting, stringers, and cross bracing required for various soil conditions shall meet the latest OSHA Regulation requirements.

### (B) SUBSTITUTION FOR TIMBER SHEETING

Any substitution for timber sheeting and bracing such as a self-supporting movable shield of timber or metal, etc., must be designed by and stamped with the seal of a Professional Engineer, licensed to practice in the State of New York, and must be approved by the Engineer in writing prior to its being used on the job. Submittal of proposed substitutions shall be made by the Contractor at least four (4) weeks prior to their scheduled use to allow for proper review and approval of it by the Engineer.

### (C) SHEETING LEFT IN PLACE

Where the sheeting is ordered to be left in place, the full amount of the lumber so left in place will be paid for at fifty percent (50%) of the market value thereof, without any allowance for the cost of delivery or placing in the work. Sheeting left in place shall be cut off in accordance with **Subsection 40.05.2**.

When sheeting is ordered to be left in place, the cost of all work required for the cutting, removal and disposal of the cut sheeting shall be deemed included in the fifty percent (50%) compensation paid above.

### 70.91.4 MEASUREMENT

The quantity of sheeting incorporated into the work, complete, as shown, specified or required shall be computed as twice the depth of trench times the length of the sheeted trench. The depth of trench or excavation to be sheeted shall be from the ground surface to the bottom of the pipe. In those cases where a special foundation, such as a broken stone bed or a concrete cradle or mat is required, the depth of trench or excavation to be sheeted shall be from the ground surface to the bottom of such special foundation.

#### 70.91.5 PRICE TO COVER

Payment for sheeting of trenches for water main pipe 12-inch in diameter and less shall be made per square foot under bid Item No. 70.91SW12 - FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS contained in the bid schedule.

Payment for sheeting of trenches for water main pipe 16-Inch and 20-inch in diameter shall be made per square foot under bid Item No. 70.91SW20 - FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 20-INCH IN DIAMETER contained in the bid schedule. Where there is no bid item for such sheeting, because the quantities of such pipe to be installed are very small, or the work involves connecting smaller size pipe to 16-Inch and 20-inch mains or larger, payment for such sheeting will be made at the unit price bid for Item No. 70.91SW12 - FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS.

The Contractor's attention is directed to the fact that the Contractor's bid price for sheeting covers the cost of extra earth excavation and other extra costs involved in laying the pipe, such as but not limited to, lesser pipe footage being installed per day, etc.

All of the above provisions are intended to apply to those instances where sheeting is required in a trench in order to lay pipe. In such instances a wider trench is required (to accommodate the sheeting) than when pipe is laid in unsheeted trenches.

When sheeting is provided in portions of a trench (to protect men inserting taps, etc.) that was originally excavated for laying a water main, and when such trench was not sheeted at the time the water main was laid, payment shall be made only for the amount of sheeting actually placed. In all such cases the payment lines for pavement excavation, pavement restoration, and satisfactory backfill shall be those specified for unsheeted trenches.

Where the OSHA Regulations do not require sheeting, but where the Contractor, for the Contractor's own convenience, installs a more limited type of trench support (stay bracing, etc.) such limited type of trench support will not be paid for. The cost of such limited trench support shall be deemed included in the various unit prices bid.

All sheeting that is to be paid for must meet all requirements of the OSHA Regulations.

#### 70.91.6 NO SEPARATE PAYMENT

No separate payment will be made for the sheeting of water main trenches for water mains larger than 20-inches in diameter, the costs thereof shall be deemed included in the prices bid for laying these mains. No payment shall be made for sheeting at chambers and manholes, but payment thereof will be deemed to be included in the various items bid for constructing the chambers and manholes.

Payment for Furnishing And Placing Sheeting And Bracing In Trench For Water Main Pipe will be made under the Item Number as calculated below:

The Item Numbers for Furnishing And Placing Sheeting And Bracing In Trench For Water Main Pipe have nine characters. (The decimal point is considered a character, the third character.)

(1) The first five characters shall define Furnishing And Placing Sheeting And Bracing In Trench For Water Main Pipe:

70.91

(2) The sixth and seventh characters shall define Furnishing And Placing Sheeting And Bracing In Trench For Water Main Pipe:

SW - Furnishing And Placing Sheeting And Bracing In Trench For Water Main Pipe

(3) The eighth and ninth characters shall define the Size of Water Main Pipe That Trench Sheeting will be provided for:

12 - 12-Inch In Diameter And Less20 16-Inch and 20-Inch In Diameter

(4) The Item Numbers together with Description and Pay Unit as provided in the Bid Schedule are provided below:

Item No.	Description	Pay Unit
70.91SW12	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS	S.F.
70.91SW20	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 16-INCH AND 20-INCH IN DIAMETER	S.F.

(NO TEXT THIS PAGE)

# 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. REVISIONS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS
- C. REVISIONS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

(NO TEXT ON THIS PAGE)

#### A. NOTICE TO BIDDERS

- (1) The Contractor is notified that a Notice To Proceed (NTP) date will be issued for work to commence within twenty-one (21) to thirty (30) days of Contract Registration.
- (2) The Contractor shall furnish, install, maintain and subsequently remove temporary Protective Tree Barriers. Protective Tree Barriers shall be Type B, unless otherwise directed by the Engineer, and shall be constructed and installed as shown on the Protective Tree Barrier sketch in Department Of Transportation, Standard Highway Details Of Construction, Drawing No. H-1046A, as directed by the Engineer, and in accordance with Department of Parks and Recreation requirements.
- (3) All utility locations and invert elevations are not guaranteed, nor is there any guarantee that all existing utilities, whether functional or abandoned within the project area are shown.
- (4) All existing house connections shall be maintained and supported during construction. The Contractor shall replace any existing house connection damaged as a result of the Contractor's construction operations as ordered by the Engineer at no cost to the City.
- (5) The Contractor is advised that any City owned light poles, traffic signals, street name signs, traffic signs and encumbrances including, but not limited to, underground conduit displaced as the result of the installation of the new sewers, water mains, catch basins, catch basin connections and appurtenances shall be replaced in kind and as directed by the Engineer. The cost of such work shall be deemed included in the prices bid for all items of work under this contract.
- (6) The Contractor is notified that Victaulic Style 77 Coupling is no longer acceptable for use in any steel water main work. All reference to Victaulic Style 77 Coupling within the Standard Sewer And Water Main Specifications of the Department of Environmental Protection (dated July 1, 2014), the Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), the Specifications For Trunk Main Work (dated July 2014), and the contract drawings, shall be replaced with Bolted Split-Sleeve Restrained Coupling.
- (7) The Contractor is notified that wherever the Item No. "6.52" and words "flagger", "flagperson" and "flagman" are used in the contract documents and drawings it shall mean the Item No. "6.52 CG" and the words "Crossing Guard", respectively. The Contractor is advised that until the Comptroller of the City of New York sets a prevailing wage rate for crossing guards, there are no prevailing wage rates for crossing guards.
- (8) The Contractor is notified that the fuel cost per gallon used in the formula under **Sub-Article 26.2.8** of the Standard Construction Contract for **Extra Work** will be derived from the fuel price index for the United States East Coast published weekly by the United States Energy Information Administration ("USEIA"), and available on its website at <a href="http://www.eia.gov/petroleum/gasdiesel/">http://www.eia.gov/petroleum/gasdiesel/</a>. The USEIA published cost per gallon for the applicable fuel on the East Coast for the week in which the first day of each calendar quarter during the contract term occurs (i.e., January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and September 1<sup>st</sup>) will be used in the reimbursement formula for all **Extra Work** invoiced that was performed during that calendar quarter. Should the USEIA stop publishing this fuel price index, the fuel cost per gallon will be determined by reference to a substitute index to be agreed upon by the Contractor and the City.
- (9) The Contractor is responsible for any damage to the existing street and traffic signal equipment, including underground conduits and the safety of both pedestrian and vehicular traffic for the duration of the contract.

Should any conduits, cables or foundations need repair due to the Contractor's negligent operations during construction, all work shall be performed according to NYCDOT Bureau of Traffic's Standard Drawings and Specifications at the sole expense of the Contractor.

# **DATED: OCTOBER 26, 2016**

It is the Contractor's responsibility to secure an approved electrical contractor to perform all traffic signal work (if any). For list of approved electrical contractors, contact Mr. Michael R. LeFosse of New York City Department of Transportation at (212) 839-3799.

(10)The Contractor is advised that where the existing roadway pavement is designated to be replaced from curb to curb, then no full depth saw cutting of pavement for sewer and water main trenches will be required, except at the limits of full width pavement restoration. No separate or additional payment will be made for any saw cutting.

**DATED: OCTOBER 26, 2016** 

# B. REVISIONS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS

(1) <u>Refer</u> to Subsection 10.15 - Notice To Utility Companies, Etc., To Remove Structures Occupying Place Of Sewers, Water Mains Or Appurtenances, Page I-11: <u>Add</u> the following to Subsection 10.15:

# (1) CONSOLIDATED EDISON COMPANY OF NEW YORK (CON EDISON)

There are CON EDISON facilities in the area of construction. The Contractor shall notify CON EDISON at least seventy-two (72) hours prior to the start of construction by contacting Mr.Walter Lange at (718) 802-3012.

### (2) NATIONAL GRID

There are NATIONAL GRID facilities in the area of construction. The Contractor shall notify NATIONAL GRID at least seventy-two (72) hours prior to the start of construction by contacting Mr. Neville Jacobs Jr. at (718) 963-5612.

#### (3) VERIZON

There are VERIZON facilities in the area of construction. The Contractor shall notify VERIZON at least seventy-two (72) hours prior to the start of construction by contacting Mr. Jeff Boorsma at (646) 977-434-2823.

# (4) TIME WARNER CABLE OF NEW YORK CITY

There are TIME WARNER CABLE facilities in the area of construction. The Contractor shall notify TIME WARNER CABLE at least seventy-two (72) hours prior to the start of construction by contacting Mr. Marcello Demaio at (917) 417-9552.

# (5) CROWN CASTLE OF NEW YORK CITY

There are CROWN CASTLE facilities in the area of construction. The Contractor shall notify CROWN CASTLE at least seventy-two (72) hours prior to the start of construction by contacting Mr. Marcello Demaio at (917) 567-8742.

# (2) Refer to Subsection 10.21 - Contractor To Notify City Departments, Page I-13: Add the following to Subsection 10.21:

# (1) N.Y.C. D.E.P., BUREAU OF WATER AND SEWERS OPERATIONS

The Contractor shall notify Mr. Peter Gordon, P.E., Chief, Linear Capital Program Management Division at the Department of Environmental Protection, 59-17 Junction Blvd., 3rd floor low rise, Corona N.Y. 11368, at least thirty (30) days prior to the start of construction.

### (2) NEW YORK CITY FIRE DEPARTMENT

The Contractor shall notify the Bureau of 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 shall notify Mr. Steve Galgano, P.E. Chief of Signal/Street Lighting Operations, 34-02 Queens Blvd., Long Island City, N.Y. 11101 at (212) 839-3350, at least seventy-two (72) hours prior to the start of construction.

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# (4) N.Y.C. DEPARTMENT OF PARKS AND RECREATION

The Contractor shall notify the Parks Department at least seventy-two (72) hours prior to the start of construction by contacting Mr. James Cruickshank at (718) 965-7739.

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, 17<sup>th</sup> Floor
New York, N.Y. 10004
Telephone No. (646) 252-5517
sarah.wyss@nyct.com

- (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.

- (7) Refer to Subsection 71.41.4 Specific Pavement Restoration Provisions, Page VII-67: Add the following to Subsection 71.41.4:
  - (E) Specific Pavement Restoration Provisions:
    - (1) For all Streets within the project limits, the restoration shall be as follows:
      - (a) The permanent restoration over the **trench width and cutbacks only** shall consist of a top course of one and one-half (1-1/2) inches of binder mixture on a base course of a minimum of four and one-half (4-1/2) inches of binder mixture, or a top course of a minimum of three (3) inches of binder mixture on a base course of a minimum of six (6) inches of concrete, to match the existing pavement as directed by the Engineer.
      - (b) Finally an overlay of two (2) inches of asphaltic concrete wearing course shall be installed over the entire width of the roadway from **curb to curb** or **edge to edge** of existing roadway.
    - (2) The following requirements apply:
      - (a) Before the top course is installed, an additional width of asphalt beyond the edge of new base course shall be saw-cut and removed from all edges of trenches to a depth to accommodate the specified top course and the entire area restored. This additional removal shall be in accordance with paragraph (b) below.

Item No

- (b) Pavement excavation along with saw cutting of pavements for sewer and water main trenches shall be in accordance with **Section 71.21 Pavement Excavation** of the Standard Sewer And Water Main Specifications.
- (c) At locations requiring the installation of a concrete base course, a reflective cracking membrane shall be installed over joints prior to restoration, the cost of which shall be deemed included in the prices bid for all pavement restoration items. Additionally, appropriate pavement keys as described below shall be used.
- (d) Pavement keys **Type B-1** shall be used to insure a desired four (4) inch curb reveal (two and one-half (2-1/2) inch absolute minimum). Pavement key **Type A** shall be used in all intersections. Both keys are to be per Department Of Transportation Specifications and Standard Details of Construction.
- (e) Unless otherwise specified, the cost for Proctor analyses, in-place soil density tests, tack coating, eradication of temporary roadway markings, stripping or milling of pavement keys and adjustment of city-owned castings for all roadway work shall be deemed included in the prices bid for all pavement restoration items.
- (f) Payment for placement of temporary pavement marking shall be made under Item No. 6.49 TEMPORARY PAVEMENT MARKINGS (4" WIDE).

Payment Description

(g) Payment for pavement restoration shall be made under the following items:

item No.	<u>item</u>	Payment Description
4.02 AF-R	Asphaltic Concrete Wearing Course, 2" Thick	(For 2" asphaltic concrete wearing course overlay from curb to curb or edge to edge.)
4.02 CA	Binder Mixture	(For binder mixture base course over trenches and cutbacks; binder mixture top filler course under asphaltic concrete wearing course when <u>no</u> overlay is required; binder mixture top course when overlay is required; binder mixture in Type A and B Keys; and binder mixture to fill in roadway depressions and to provide a leveling course prior to overlay where ordered.)

DATED: OCTOBER 26, 2016

# C. REVISIONS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

1) Refer to Part 1 – Furnishing And Delivering Steel Pipes And Appurtenances 30 Inches In Diameter And Larger, Section 11. Fabrication:, Page 4; Add the following to Section 11:

All steel water mains shall be spiral welded pipes, and all steel water main fittings shall be fabricated from qualified spiral welded pipe. Can type pipe is not acceptable.

2) Refer to Part 1 – Furnishing And Delivering Steel Pipes And Appurtenances 30 Inches In Diameter And Larger, Section 13. Special Fittings:, Page 5; Add the following to Section 13:

The steel reducer shall have a length of seven (7) feet for every twelve (12) inches reduction in diameter.

END OF SECTION

This Section consists of Six (6) pages plus four (4) pages of attachments.



# Department of Transportation

POLLY TROTTENBERG, Commissioner

#### OCMC TRAFFIC STIPULATIONS

6/24/2015

OCMC FILE NO: CONTRACT NO: REC-15-360

SER200277

PROJECT:

CONSTRUCTION OF STORM AND SANITARY SEWERS AND APPURTENANCES. REPLACEMENT OF

WATER MAINS AND APPURTENANCES.

LOCATION(S):

VARIOUS LOCATIONS

PERMISSION IS HEREBY GRANTED TO THE NYCDDC 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

#### SPECIAL STIPULATIONS

- EMBARGOES A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE HOLIDAY EMBARGO OR ANY OTHER SPECIAL EVENT EMBARGOES AS PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.
- BIKE LANES IF WORK IS IN OR AFFECTING A BIKE LANE, THE PERMITTEE MUST POST ADVANCE WARNING SIGNS 350 FEET AND 200 FEET PRIOR TO THE WORK ZONE STATING "CONSTRUCTION IN BIKE LANE AHEAD PROCEED WITH CAUTION", AND ALSO POST A SIGN AT THE WORK ZONE STATING "CONSTRUCTION IN BIKE LANE PROCEED WITH CAUTION". SUCH SIGNS SHALL BE ORANGE, 3' X 3', DIAMOND-SHAPED WITH 4" BLACK LETTERING. SIGNS SHALL BE POSTED IN ACCORDANCE WITH THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- BIKE SHARE STATIONS: THE PERMITTEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT THE OPERATION OF EXISTING BIKE SHARE STATIONS WITHOUT FIRST CONTACTING NYC BIKE SHARE AT 855-245-3311 FOR THEIR REQUIREMENTS PRIOR TO COMMENCING WORK.
- 4. 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.
- 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.
- 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.
- 7. METERS THE PERMITTEE SHALL NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT PARKING METER DIVISION AT 718 – 894 – 8651.
- 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.
- 9. TEMPORARY PARKING REGULATIONS/PAVEMENT MARKINGS THE PERMITTEE IS REQUIRED TO INSTALL, MAINTAIN AND REMOVE ALL NECESSARY TEMPORARY PARKING AND REGULATORY SIGNS AND PAVEMENT MARKINGS, AND RESTORE THEIR ORIGINAL CONDITION PER NYC DOT STANDARDS, PRIOR TO EXPIRATION OF THEIR PERMITS. THE PERMITTEE OR AGENCY PERFORMING PUBLIC OUTREACH SHALL POST AND MAINTAIN ADVISORY SIGNS A MINIMUM OF 48 HOURS PRIOR TO CHANGING EXISTING PARKING REGULATION SIGNS TO APPROVED TEMPORARY CONSTRUCTION PARKING REGULATION SIGNS. THE ADVISORY SIGNS SHOULD BE POSTED ON ALL POLES AND DRIVE RAILS ON THE SEGMENT AFFECTED, INDICATING THE DATE OF THE CHANGE. THE NEW REGULATIONS AND A TELEPHONE NUMBER TO OBTAIN MORE INFORMATION.
- 10. 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.

**NYC Department of Transportation** 

**Bureau of Permit Management and Construction Control** 

30 Thomson Avenue - 2nd Floor South Island City, NY 11101

T: 212.839.9621 F: 718.391.3631

www.nyc.gov/dot

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PROJECT:

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11. 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.

- 12. 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.
- 13. 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

#### 14. ENHANCED MITIGATIONS

- O ENHANCED MITIGATIONS FOR PEDESTRIAN FLOW, INCLUDING METAL FENCING, SHALL BE PROVIDED TO ENSURE PEDESTRIANS STAY WITHIN THEIR DESIGNATED PATH/ROUTE. FLAGGERS SHALL BE PROVIDED TO ASSIST WITH PEDESTRIANS AT THE DESIGNATED CROSSWALK AREAS. THESE FLAGGERS SHALL BE ASSIGNED TO THIS FUNCTION ONLY.
- O "NO STANDING ANYTIME-TEMPORARY CONSTRUCTION" SIGNS AND TEMPORARY PAVEMENT MARKINGS SHALL BE INSTALLED AND MAINTAINED AS WARRANTED BY THE MAINTENANCE AND PROTECTION OF TRAFFIC (MPT) REQUIRED TO FACILITATE TRAFFIC MOVEMENTS THROUGH THE WORK ZONE. ALL TEMPORARY SIGNS AND PAVEMENT MARKINGS SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.
- O COMMUNITY OUTREACH SHALL BE PROVIDED FOR THE DURATION OF THE PROJECT.

#### MAINTENANCE AND PROTECTION OF TRAFFIC

- 1. WOEHRLE AVENUE, BETWEEN ALEXANDER VENUE AND WARING AVENUE
- 2. ALEXANDR AVENUE, BETWEEN WOEHRLE AVENUE AND LORING AVENUE
- 3. LORING AVENUE, BETWEEN ALEXANDER AVENUE AND FORRESTAL COURT
- 4. FORRESTAL COURT, BETWEEN LORING AVENUE AND DEAD END
  - Work hours shall be as follows: 7AM-6PM MONDAY-FRIDAY
  - During work hours, the Permittee shall maintain one 12ft lane for local and emergency access. After working hours full width of the roadway shall be opened to traffic
  - The Permittee shall maintain a 5ft wide pedestrian walkway either on the sidewalk or on the roadway.
- 5. INTERSECTION OF ALEXANDER AVENUE AND WOEHRLE AVENUE
- 6. INTERSECTION OF WOEHRLE AVENUE AND WARING AVENUE
- 7. INTERSECTION OF ALEXANDER AVENUE AND LORING AVENUE
- 8. INTERSECTION OF LORING AVENUE AND FORRESTAL COURT
- INTERSECTION OF LEVERETT AVENUE AND BROOKFIELD AVENUE
- 10. INTERSECTION OF LEVERETT AVENUE AND COLON AVENUE
  - Work hours shall be as follows: 7AM-6PM MONDAY-FRIDAY
  - During the working hours, the Permittee shall maintain one 11ft lane for one-way streets and two 11ft lanes for two-way streets.
  - After the working hours full width of the roadway shall be opened to traffic.
  - The Permittee shall provide and maintain a minimum of two pedestrian crossings (one east-west and one north south) at all times.
- 11. LEVERETT AVENUE, BETWEEN BROOKFIELD AVENUE AND ABINGDON AVENUE
- 12. LEVERETT AVENUE, BETWEEN BROOKFIELD AVENUE AND COLON AVENUE
  - Work hours shall be as follows: 7AM-6PM MONDAY-FRIDAY
  - During work hours, the Permittee shall maintain two 11ft lanes for traffic. After working hours full width of the roadway shall be opened to traffic

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 The Permittee shall maintain a 5ft wide pedestrian walkway either on the sidewalk or on the roadway.

#### C. GENERAL NOTES

- THIS IS NOT A PERMIT. THIS STIPULATION SHEET MUST BE SUBMITTED WITH ALL REQUESTS FOR PERMITS PERTAINING TO THE ABOVE CONTRACT AND PRESENT AT THE WORK SITE ALONG WITH ALL ACTIVE CONSTRUCTION PERMITS WHEN THE APPROVED WORK IS BEING PERFORMED.
- 2. THE CONTRACTOR MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.
- 3. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE NYCDOT SPECIAL EVENTS UNIT AS IDENTIFIED BELOW:

#### A. 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.

#### B. 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.

#### C. 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.

#### D. 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.
- 4. 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.
- 5. 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.
- 6. 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.
- 7. 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.
- 8. 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.
- 9. 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

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TO NYCDOT PLANNING AND OBTAIN THEIR APPROVAL BEFORE APPLYING FOR PERMITS, IN COMPLIANCE WITH THE PROVISIONS OF LOCAL LAW 24 STREET CLOSURE LAW.

- 10. 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.
- 11. 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.
- 12. 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** 

**PROJECT MANAGER** 

**OCMC-STREETS** 

EP7 - PAGES

# GAS COST SHARING (EP-7) STANDARD SPECIFICATIONS

# **NOTICE**

THE PAGES CONTAINED IN THIS SECTION (EP7-PAGES) 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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- VI LISTING OF APPROXIMATE LOCATIONS OF EP-7 BID ITEMS QUANTITIES

# I - NOTICE TO ALL BIDDERS; GAS COST SHARING WORK

All prospective bidders are hereby advised that, pursuant to the "Gas Facility Cost Allocation Act", ("the Act"), the City of New York has entered into an agreement ("the Agreement") with the gas companies (Con Edison or National Grid (formerly KeySpan Energy Delivery)) operating in their respective areas of the City to "share" the cost of facility relocation and/or support and protection of facilities disturbed by proposed water and/or sewer and related City work specified in this contract. Therefore, bid items, specifications and estimated quantities for the incremental costs of support and protection of certain gas facilities have been included in this contract. The low bid for this contract shall be determined by examining each bid for all work to be performed under this contract including any work of support and protection of gas facilities to be performed. The Contractor shall not seek additional compensation from gas companies except as specifically set forth in its contract.

# II - GENERAL PROVISIONS; GAS COST SHARING WORK

#### 1. General:

The Contractor shall perform City work with interferences from existing live and abandoned gas facilities. This shall be defined as utility work. Therefore, this contract includes bid items, specifications and estimated quantities designed to fully compensate him/her for the incremental costs of supporting, protecting, providing accommodations and, avoiding disturbing gas facilities located in the streets shown on the contract drawings. In the event that any other provisions of this contract related to gas facilities (or private utilities) conflict with these provisions, these provisions shall supersede and govern all work related to gas facilities owned by the companies operating in the project area. All utility work, as defined in these specifications, including changes and additions thereto shall be paid solely by the City except when specified otherwise in this contract. Contractor hereby agrees that the facility operator shall not be liable to pay him/her for any work performed including extra utility work. Contractor agrees that its bid prices include all compensation for loss of productivity and efficiency, idle time, delays (including any delays occasioned by negotiation of a contract change), change in operations, mobilization, demobilization, remobilization, added cost or expense, lost of profit, other damages or impact costs that may be suffered by or because of utility work, or the presence of gas facilities in the proximity of City work and that it will not seek additional compensation for these items. All disputes shall be resolved as specified in the contract.

Pursuant to the Act, Agreement, and the New York City Administrative Code, the gas company(ies) has been directed by the Commissioner and is required to perform all maintenance, repairs, replacement, shifting, alteration, relocation, and/or removal work that are not part of this contract. By having bid on this contract, the Contractor understands and agrees that the Commissioner has preasserted any right the City has to require, including the issuance of any directives or so called "order outs" under the New York City Administrative Code, any or all gas companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove all gas facilities that are about to be disturbed by the City contract work. The issuance of additional such directives during the performance of the contract work, where necessary in the sole judgment of the Commissioner, shall be initiated by such Commissioner as set forth in the relevant sections of the Act and Agreement. Contractor further agrees to insert such requirements as set forth herein above into any contracts with its approved subcontractors so that its subcontractors also understand and agree to such contract requirements.

#### 2. Gas Interferences And Accommodations:

During the performance of sewer and water main work funded by the New York City Department of Environmental Protection (NYCDEP), as instructed by the Engineer, the use of any applicable contract bid item is allowed in order to resolve and accommodate all gas facilities interferences with such City work, including the removal of contaminated soil in associated trench excavation. This is in addition to the specified EP-7 bid items in the contract. Payment for such accommodation shall be funded by EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" (F.S. Fixed Sum). The value of such accommodation shall be computed by multiplying the appropriate unit prices bid to the quantity of work performed, as determined by the Engineer, and applying the total amount thus to be paid

to EP-7 bid item "<u>UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS</u>". When EP-7 bid item "<u>UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS</u>" does not exist, such additional accommodation work shall be at no cost to the City but shall be a matter of adjustment between gas facility operator and Contractor. Private facilities, other than gas, that become in interference due to gas interferences accommodations shall also be accommodated, if so directed by the Resident Engineer, at no additional cost to the City and, provided that its owner agrees to be responsible for all additional costs to Contractor, otherwise, such facility shall be ordered by the City to be maintained, shifted, relocated or replaced by its owner at his/her expenses.

#### 2a. Water Main Accommodations:

When water main construction is to be performed in this contract, Contractor shall be required, if warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the vertical or horizontal alignment of water mains including but not limited to all additional labor, material, work method accommodations, furnishing, delivering and laying offset fittings and pipes, etc., necessary in order to complete water main installation and, avoid gas interferences in the project area, including street intersections. Typical work method accommodations shall include, but not be limited to, pier and plate, installation of filter fabric and select fill, etc. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of water mains standards and specifications.

#### 2b.Sewer Accommodations:

When sewer construction is to be performed in this contract, Contractor shall be required, if warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the horizontal alignment of sewer facilities (if possible) including but not limited to all additional labor, material, work method accommodations, furnishing, delivering and construction of additional manholes or modification of manholes/catch basins, extending chute connections, house connections, using alternate materials and methods, poured-in-place structures, etc., necessary in order to complete sewer installation and, avoid gas interferences in the project area, including street intersections. The term sewer facility shall include, but not be limited to, all sewer pipe and appurtenances, manholes, catch basins, catch basin chutes, etc. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of sewer standards and specifications.

### 3. Quantity Overruns, EP-7 Funded Bid Items:

No quantity overrun, in excess of one hundred twenty five (125) percent, shall be permitted for EP-7 funded bid items (gas) included in this contract, except when Resident Engineer determines that such overruns are caused by field modifications to planned City work, or approved construction methods, or contract scope changes. Overruns not paid by City shall be negotiated and paid to Contractor by gas facility operator who then shall be entitled to reimbursement by NYCDEP under established cost sharing procedures.

#### 4. Changes And Extra Work:

This section is not applicable to work defined under "Emergency Reconstruction Contracts" or so-called "Where and When Contracts" since these projects, by definition, inherently encounter unanticipated gas facilities and cannot be pre-engineered. In all other cases, any contract changes proposed for City work shall also cover and include all associated changes to support and protection of gas facilities affected by such changes to City work. In all other cases where the Contractor finds that City work cannot be performed as planned and specified and/or, as approved because of a need to support, protect and/or alleviate interferences from gas facilities that were not listed and/or shown, or incorrectly shown in contract plans and specifications, he shall immediately notify the Resident Engineer and the facility operators' representative of his findings. Resident Engineer shall promptly examine such claims and determine whether or not such work is covered by contract bid items and /or specifications (contract bid items and specifications shall include city contract items as well as EP-7 items). The Resident Engineer shall also

examine the claim to determine if the application of EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" is appropriate to resolve the claim. If upon examination, the Engineer determines that such field conditions were unanticipated (not shown and/or listed, or incorrectly shown in contract documents) and are not covered by bid items and contract specifications, he shall then direct the Contractor and the affected facility operator to negotiate the cost of supporting and 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 (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").

#### 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 "<u>UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS</u>" at the City bid prices.

#### 4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

#### 5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment, and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, support and protection of such properties. The price shall also cover breaking, cutting, and/or burning of abandoned gas pipes and their disposal from the site; sealing open ends remaining in the excavation with concrete or caps (caps to be provided by the facility operator) and backfilling of the area where the pipeline has been removed with clean backfill. The price shall also include any required dump charges. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and restoration associated with abandoned gas facilities removal, all of which are covered under Section 6.06.

# SECTION 6.03.1 - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For National Grid Work Only)

### 1. Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services or appurtenances thereof, located within the street shown on the contract plans, owned by the gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap and so, may require special handling and disposal methods as specified in National Grid Standard Operating Procedure 12-2, Coal Tar Wrap Handling and 12NYCRR56.

#### 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 Repaying.)

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. 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 This section shall also apply to gas services (if shown or Sharing Work Standard Sketch No. 3"). 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.

#### 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 6.09 - 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:

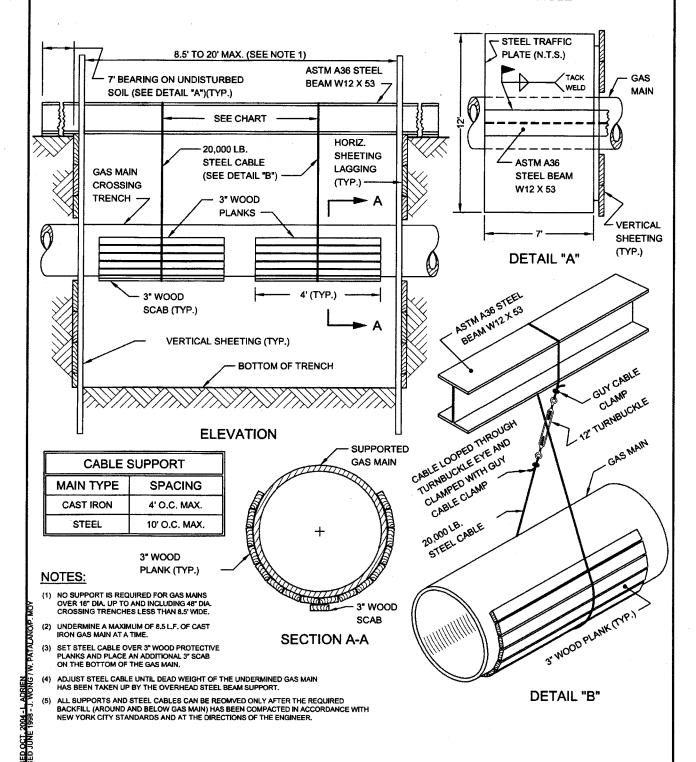
- Sketch No. 1 Support Requirements For Gas Mains And Services Crossing Excavation Greater Than 4' 0" Wide At Any Angle
- Sketch No. 1A Support Requirements For Gas Mains Over 16" Diameter Up To And Including 48" Diameter Crossing Excavation At Any Angle
- Sketch No. 2 Typical Methods Of Measurement 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** 20' MAX. VERTICAL SHEETING (TYP.) **NAIL HEADS DRIVEN** GAS MAIN CROSSING TRENCH HORIZ. SHEETING FLUSH WITH 2" PLANK DOUGLAS FIR SUPPORT TIMBER (LAGGING) (TYP.) 3/8" WIRE ROPE 3/8" NYLON ROPE (TYP.) SEE DETAIL "B" 4" MIN. BEARING **PLAN** 2" WOOD PLANK ON UNDISTURBED **PLAN** SOIL (TYP.) 2" WOOD NAIL HEADS DRIVEN **PLANK** FLUSH WITH 2" PLANK 20' MAX. 4" MIN. BEARING ON UNDISTURBED SOIL (TYP.) **DOUGLAS FIR SUPPORT TIMBER** 2" WOOD **SCAB ELEVATION DETAIL "A"** 3/8" WIRE ROPE HORIZ. SHEETING SEE DETAIL "B" (LAGGING) (TYP.) GAS MAIN CROSSING DOUGLASFIR SUPPORT TIMBER 3/8" NYLON TRENCH ROPE (TYP.) GUY CABLE CLAMP 12" TURNEUCKLE CABLE LOOPED THROUGH . 318" WIRE ROPE 2" WOOD PLANK TURNEUCKLE EYE AND SEE DETAIL "A" OLAMPED WITH GUY - 2" WOOD SCAB . GAS MAIN CABLECLAMP **VERTICAL SHEETING -BOTTOM OF TRENCH** KUDDER STEILU ONLY RUBBER SHEILD -318° MYLON ROPE (TYP) **ELEVATION** 2 WOOD PLANK **CABLE SUPPORT TIMBER SUPPORT** MAIN TYPE **SPACING** MAIN SIZE **TIMBER SIZE** 2" WOOD SCAB **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" **DETAIL "B"**

**EP7-26A** 

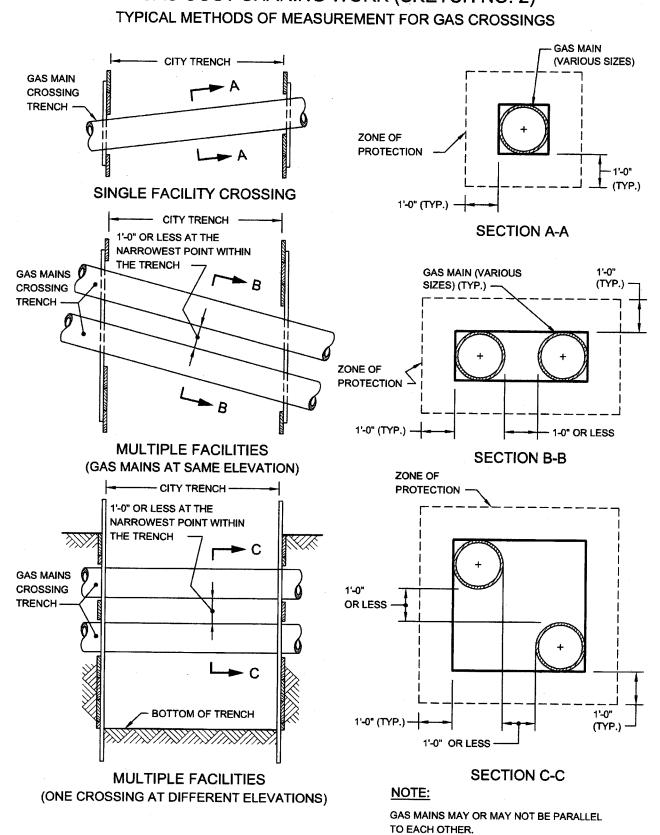
#### GAS COST SHARING WORK (SKETCH NO. 1A)

SUPPORT REQUIREMENTS FOR GAS MAINS OVER 16" DIAMETER UP TO AND INCLUDING 48" DIAMETER CROSSING EXCAVATION AT ANY ANGLE



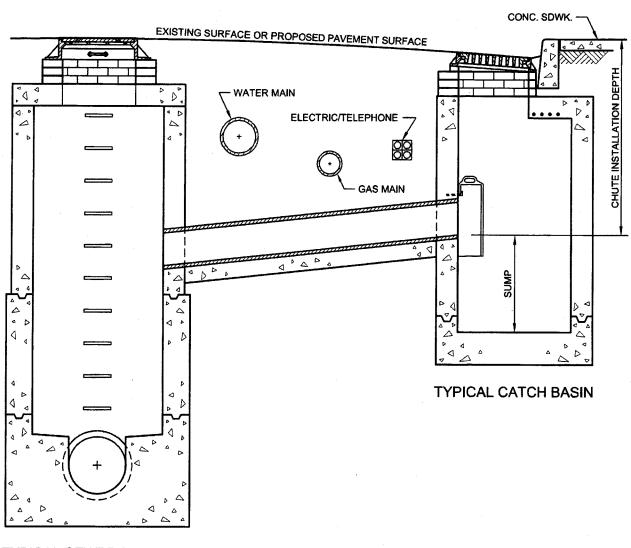
EP7-26B

## GAS COST SHARING WORK (SKETCH NO. 2)



**EP7-26C** 

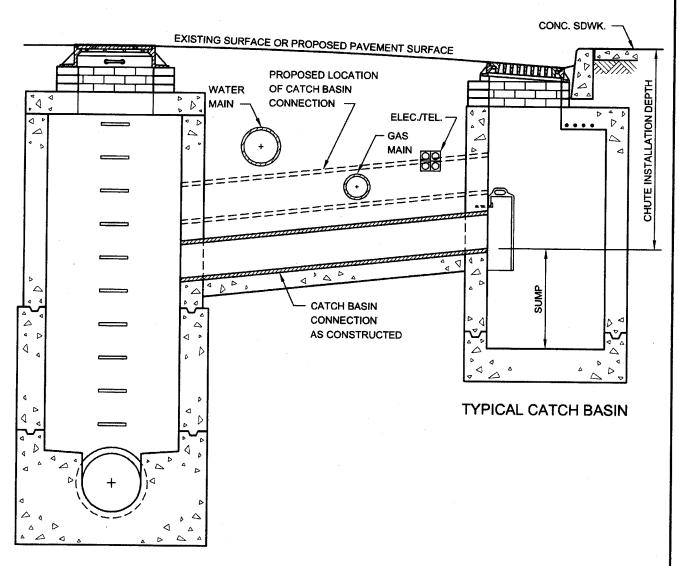
# GAS COST SHARING WORK (SKETCH NO. 3) UTILITY CROSSINGS DURING CATCH BASIN CHUTE CONNECTION PIPE INSTALLATION



TYPICAL SEWER MANHOLE

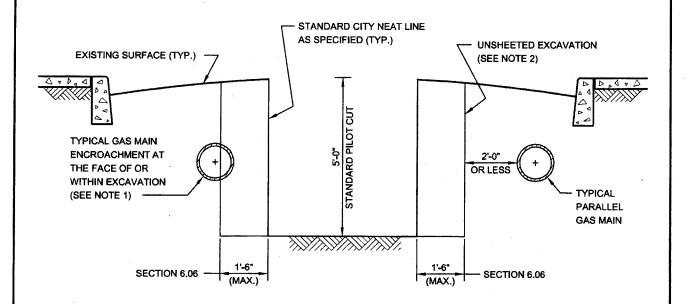
## GAS COST SHARING WORK (SKETCH NO. 4)

UTILITY CROSSINGS DURING CATCH BASIN CHUTE CONNECTION PIPE INSTALLATION (EXTRA DEPTH)



TYPICAL SEWER MANHOLE

# GAS COST SHARING WORK (SKETCH NO. 5) GAS MAIN ENCROACHMENT ON AND/OR PARALLEL TO EXCAVATION OF UNSHEETED TRENCH



#### NOTES:

- (1) GAS MAIN LOCATED AS SHOWN MAY HAVE TO BE REMOVED BY THE FACILITY OPERATOR PRIOR TO THE START OF CITY EXCAVATION, OTHERWISE, THE CONTRACTOR WILL BE PAID UNDER SECTION 6.06 FOR THE SAID WORK. IF GAS MAIN IS ABANDONED THEN SECTION 6.03 SHALL APPLY.
- (2) EIGHTEEN (18) INCHES FROM STANDARD NEAT LINE IS THE MAXIMUM ALLOWABLE WIDTH OF AREA THAT MAY BE DISTURBED OR EXCAVATED DURING INSTALLATION OF CERTAIN TYPES OF SHEETING SYSTEMS THAT MEET THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS OF THE DEPARTMENT OF DESIGN AND CONSTRUCTION OF THE CITY OF NEW YORK.

## V - PRELIMINARY GAS WORK TO BE PERFORMED BY FACILITY OPERATOR.

#### **APPLICABLE TO ALL GAS DRAWINGS:**

- ALL RELOCATION WORK SHOWN IN THIS ADDENDUM IS TO BE PERFORMED BY FACILITY OPERATOR.
- ALL SUPPORT AND PROTECTION WORK TO BE PERFORMED BY CITY CONTRACTOR
- IF ADDITIONAL INFORMATION IS NEEDED REGARDING THE FACILITY OPERATOR'S RELOCATION WORK, THE CONTRACTOR IS ADVISED TO CONTACT THE GAS COMPANY REPRESENTATIVE:

Neville Jacobs Jr.
NationalGrid Energy Delivery
287 Maspeth Avenue
Brooklyn, NY 11211
718-963-5612

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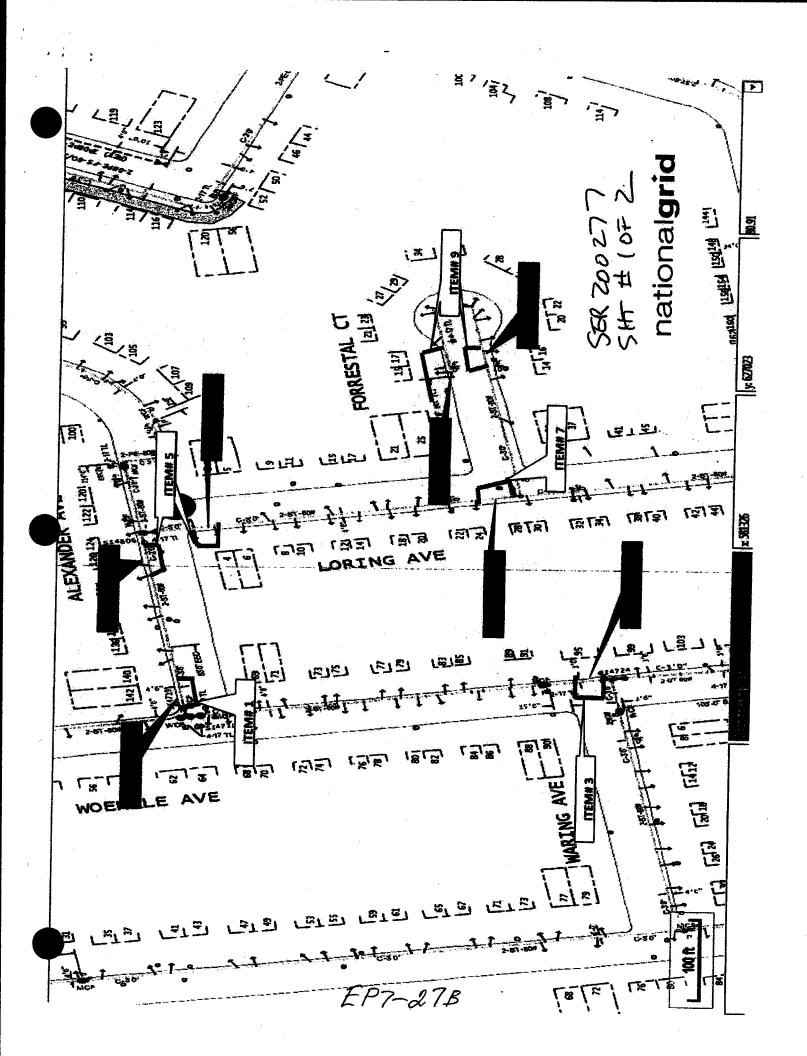
## nationalgrid

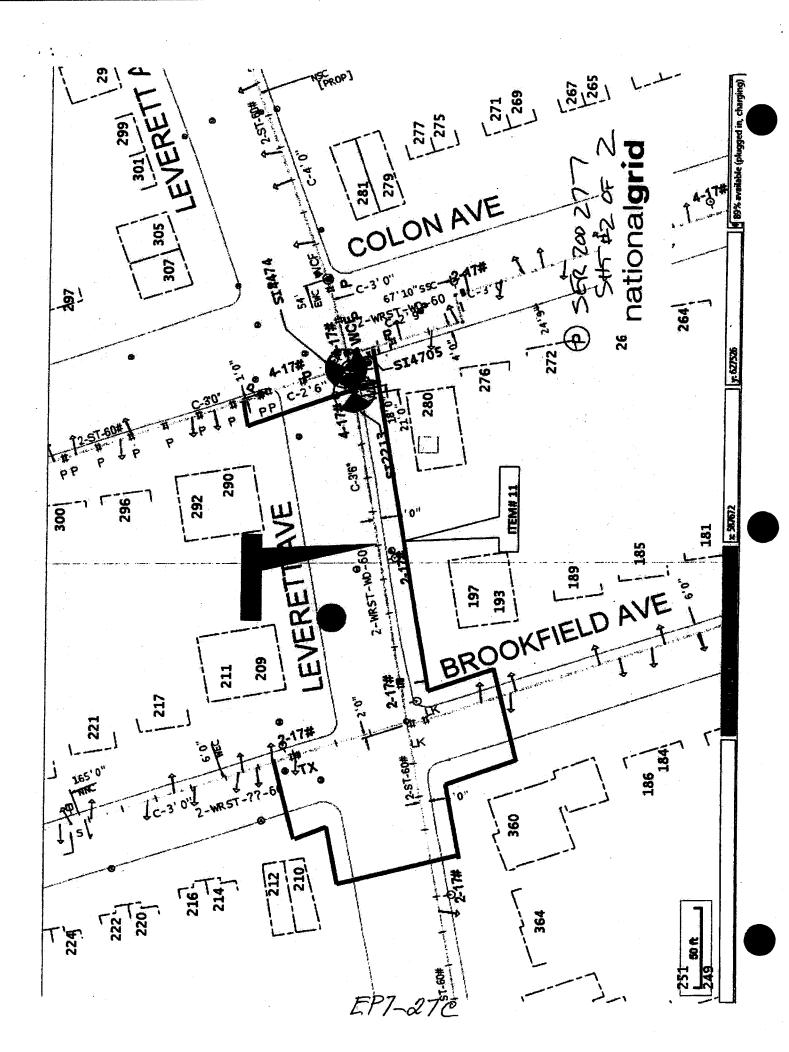
## **SER200277 GAS MAIN INSTALLATION**

ITEM#	ON STREET	1ST X-STREET	2ND X-STREET	SIZE/MAT'L	FOOTAGE	PRESSURE	REMB
1	ALEXANDER AVE	WOEHRLE AVE	LORING AVE	2" PL	30'	HP-60#	Y
3	WARING AVE	WOEHRLE AVE	INTERSECTION	2" PL	20'	HP-60#	~
5	ALEXANDER AVE	LORING AVE	INTERSECTION	2* PL	40'	HP-60#	Y
7	LORING AVE	FORRESTAL CT	INTERSECTION	2" PL	20'	HP-60#	v
9	FORRESTAL CT	LORING AVE	DEADEND	2* PL	55'	HP-60#	<u>т</u> Ү
11	LEVERETTE AVE	BROOKFIELD AVE	COLON AVE	2" PL	635'	HP-60#	Y

## **SER200277 GAS MAIN RETIREMENT**

ITEM#	ON STREET	1ST X-STREET	2ND X-STREET	SIZE/MAT'L	FOOTAGE	PRESSURE	REMB
2	ALEXANDER AVE	WOEHRLE AVE	LORING AVE	2" ST	15'	HP-60#	Y
4	WARING AVE	WOEHRLE AVE	INTERSECTION	2" ST	15'	HP-60#	
6	ALEXANDER AVE	LORING AVE	INTERSECTION	2" ST	30'	HP-60#	Y
8	LORING AVE	FORRESTAL CT	INTERSECTION	2* ST	15'	HP-60#	
10	FORRESTAL CT	LORING AVE	DEADEND	2" ST	45'	HP-60#	Y
12	LEVERETT AVE	BROOKFIELD AVE	COLON AVE	2" ST	515'	HP-60#	Υ





## 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 SER-200277

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.

Support & Protect Gas Main Crossing Sewer Up To 24" In Diameter (Ea.) 6.01.1 1 in Leverett Ave @ Colon Ave Support & Protect Gas Main Crossing Sewer 30" In Diameter (Ea.) 6.01.2 1 in Alexander Ave @ Loring Ave 1 in Woehrle Ave @ Alexander Ave Support & Protect Gas Services Crossing Trenches and/or Excavations (Ea.) 6.01.8 21in Various Locations As Required Support & Protect Gas Main Crossing Water Main Up To 20" In Diameter (Ea.) 6.01.9 1 in Leverett Ave @ Brookfild Ave 1 in Leverett Ave @ Colon Ave Extra Excavation For the Installation of Catch Basin Sewer Drain Pipes with gas 6.02 interferences (Ea.) 4 in Various Locations As Required Removal Of Abandoned Gas Facilities. All Sizes (L.F.) 6.03 300 in Various Locations As Required 6.03.1 -Removal Of Abandoned Gas facilities with Possible Coal Tar Wrap. All sizes. (L.F.) (For National Grid work Only) 150 in Various Locations As Required Adjust Hardware to Grade Using Spacer Rings/Adaptors (Street repaving) (Ea.) 6.04

4 in Various Locations As Required

2 in Various Locations As Required

6.05

Adjust Hardware to Grade by Resetting (Road Reconstruction) (Ea.)

#### SCOPE OF WORK SUPPORT AND PROTECTION FOR CONTRACT NUMBER SER-200277

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.

6.06 - Special Care Excavation & Backfilling (C.Y.)

300 in various locations, as required, including but not limited to all gas services crossing unsheeted water main trenches.

6.07 - Test Pits For Gas Facilities (C.Y.)

30 in Various Locations As Required

NO TEXT ON THIS PAGE

## **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)

PROJECT ID: SER200277

## UTILITY INTERFERENCES (UI) SECTION

#### DATED: October 25, 2016

- 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-1 through UI-12).
  - B. Schedule U-1 (Page UI-13).
  - C. Schedule U-2 (Con Edison/one for each Utility Company) (Pages UI-14 through UI-22).
  - D. Schedule U-3 Page UI-23 (as per the Private Utilities reference document for UI SECTION called "CET SPECIFICATIONS AND SKETCHES", dated November 2010), in this Section UI-Pages; and,
  - E. Utility drawings (3 Sheets) consisting of:
    - \* Con Edison MS and CDOS Facility Plates (2 sheets)
    - \* Verizon Existing Facilities Plans (1 sheet )
    - All (3) drawings are attached to the Plans.
- 2. Each facility operator shall provide inspectors at the work site to inspect methods of interference work, verify quantities and items of Utility Work, and coordinate all phases of the facility operator operations.
- 3. In addition, the following statements are made to provide clarification of various Paragraphs under UI Section:
  - A. UI Section, Paragraph 4, requires the Contractor to immediately commence negotiations with each Company for an Interference Agreement under which the Company will compensate the Contractor for any Interference Work which the Company does not elect to perform with its own forces or by specialty contractors retained by the Company. Thus the Contractor is on notice that its work under the Contract may be affected by Interference Work performed by (a) the Contractor pursuant to a separate Interference Agreement with the Company, (b) the Company, or (c) partly by each.

- B. UI Section, Paragraph 2, informs the Contractor that the duration of the Contract as shown in Schedule A includes the time which may be necessary for the Contractor to perform the necessary Interference Work.
- C. The Contractor is hereby informed that the duration of the Contract as shown in Schedule A includes the time which may be necessary for the Company to perform whatever portion of the Interference Work which the Company elects to perform with its own forces or by specialty contractors retained by the Company.
- D. UI Section informs the Contractor that the City has entered into an Interference Agreement with the Companies regarding interferences to the City work in this Contract created by the facilities owned and/or operated by such Companies. Pursuant to this Section, a sample of the Utility Agreement letter as executed by the Companies is annexed on page UI-12, as an Exhibit to the Contract. Signed copies of those Utility Agreement letters are on file with New York City Department of Design and Construction (DDC).
- E. The City has no contract with any of the Companies for work on or adjacent to the site of work under this Contract, and the Companies are not "Other Contractors" as defined for the purposes of this Contract. The Contractor is reminded, however, that pursuant to UI Section, Paragraph 4, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, regardless of whether such Interference Work is covered by an Interference Agreement between the Contractor and the Company or is performed by the Company using its own forces or by specialty contractors retained by the Company.
- F. UI Section, Paragraph 14, provides that the provisions of UI Section are material provisions of the Contract and that the Contractor's failure to comply with the procedures set forth in UI Section are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

Pursuant to this Section, the Contractor is informed that the Performance Bond required of the Contractor pursuant to the Contract is not deemed to guarantee performance of any of the Interference Work.

## Utility Interferences Section - Additional Contract Requirements Applicable to Work Performed in the Presence of Privately Owned Utility Facilities

The Contractor is hereby notified that pursuant to the law and franchise agreements issued by the City, certain private utility and public service companies named in Schedule U-1 ("the Companies") own and/or operate surface and/or subsurface facilities within the limits of this contract. The existence of these facilities impacts the productivity of the City work called for in the contract. In order to improve coordination of the City construction with the private utility facilities owned and/or operated by the Companies named in Schedule U-1, Article 1.06.30 of the Standard Highway Specifications of the New York City Department of Transportation, Dated August 1, 2015; and/or Articles 10.15 through 10.18 of the Standard Sewer and Water Main Specifications of the New York City Department of Environmental Protection, Dated July 1, 2014; as applicable, are amended and will be implemented as follows:

#### 1. Pre-engineering:

The anticipated scopes of private utility facilities interferences and anticipated work items and specifications are included in this contract. The locations of these interferences are indicated on the plans and/or listed in the specifications for this contract, and a schedule of estimated quantities by type of interference expected to be encountered within the limits of this project area have been listed on Schedule U-2. In addition, in Schedule U-3 the Companies have provided standard details and methods for supporting, protecting, relocating, and/or working around their facilities when they are in interference with City contract work.

### 2. Means and methods for City work:

- a) The Contractor is hereby notified that the utility interferences identified on the plans and/or listed in the Specifications to be known conditions which may impact the performance of, and/or interferes with, City work. The Contractor will be required to perform such utility work as directed by the Resident Engineer in order to clear all utility interferences from the project site as required for satisfactory completion of City work within specified contract schedule.
- b) In areas serviced by overhead lines on poles carrying electric, telecommunication and cable system, the Contractor understands and by bidding for this contract agrees that he/she has reviewed the schedule of estimated quantities by type of interference expected to be encountered within the limits of this project and that he/she will be required to perform the public work in the presence of these overhead lines and appurtenances located in areas adjacent and/or within the project area. As a consequence he/she will select means and method of construction appropriate to maintain the safety clearances required or as permitted by contract specifications (e.g. "CET 350 Overhead Accommodation Protection of Overhead Facilities, Poles, and Appurtenances") in order to avoid damaging the insulation or shielding of these lines and also to prevent knocking

them down. The duration of the contract as shown in Schedule A thus includes the time which may be necessary for the Contractor to remove, repair, protect, support, shift, temporarily remove and replace, work around and/or work in the presence of the Companies' facilities ("Interference Work") as described on the plans and/or specifications of the contract during the progress of the City work.

### 3. Field inspection prior to construction:

Prior to the start of any contract work in areas serviced by overhead electric lines, and after the award to the apparent low bidder for this contract, the Contractor must request a field walk of the project area along with the operator of the overhead electrical facilities and the DDC Engineer-In-Charge. At that time the facility operator, pursuant to contract specification (e.g. "CET 350 — Overhead Accommodation Protection of Overhead Facilities, Poles, and Appurtenances") will confirm the type and condition of the overhead electrical lines and the sufficiency of their insulating properties with respect to the means and methods proposed by the Contractor. The Contractor must be prepared to describe in enough details his/her proposed means and methods of construction operations in order to anticipate the likelihood that electric lines insulation would be cut or otherwise compromised. Also such details will allow the facility operator to anticipate the need for added insulation and/or shielding of non-insulated lines.

#### 4. Compensation for interference work:

Compensation for Interference Work is a matter of adjustment between the Contractor and each private utility company located within the limits of the project area and whose utility facilities are affected by City contract work. In particular, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, including, but not limited to, delay, lost profit, increased overhead, or any other impact costs which are deemed to be included in cost agreement between the Contractor and private utility company affected by such work. Upon receipt of a Notice of Award from the City, the Contractor shall immediately commence negotiations with each of the Companies concerning the manner in which and the price for which the Contractor, through its own forces or by others hired by it, will perform and be paid by the Company for all necessary Interference Work as defined above that the Company(ies) choose(s) not to perform with its(their) own forces or by specialty Contractors hired by it (them) (as per "Interference Agreement"). Specialty contractors' work is limited to (i) insulation installation and removal, (ii) live gas and steam work, (iii) cleanup and disposal of hazardous materials, (iv) splicing live electrical and telecommunications facilities, and (v) work not within the competence of general construction contractors.

#### 5. Interference Agreement:

- a) The Companies have provided estimate of the quantity of each type of interferences expected to be encountered in the contract in Schedule U-2. The parties may negotiate an Interference Agreement in any format or manner they deem fit based on quantities and types of Interferences expected to be encountered on this Contract as stated in Schedule U-2.
- b) Furthermore, in Schedule U-3, standard unit work measurement and payment provisions are specified and shall apply only if the Contractor and affected Utility companies enters into a unit price based on an Interference Agreement, otherwise the unit of work measurement, and payment provisions set forth in Schedule U-3 shall not apply. The Contractor shall notify the City upon concluding an Interference Agreement with each of the Companies, which shall be binding and final once concluded.

## 6. City contract work to continue without Interference Agreement:

If, prior to the start of construction, as directed by the City's Order to work / Notice To Proceed (OTW/ NTP) date any of the Companies and the Contractor have not concluded an Interference Agreement as described above, then the City will issue to private utility company (ies) in a written "48 Hours' notice to Public Corporation" in accordance with the Administrative Code of the City of New York. Construction will then proceed as ordered and the Contractor will be directed by the Resident Engineer (RE) to perform the City work on Time, Material and Equipment basis (T&M) as specified in standard City contract agreement Article 26.2. T&M records will include identification of types of utility facilities interfering with City work, utility facility owners, specifying the nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work and crew size, such as: name and number of each worker employed on such work. T&M records will also indicate the hours of active time, standby time and idle time. The Company (ies) and the Contractor will maintain separate records of the actual quantity and cost of labor, materials, and equipment expended, and will provide copies of this information to the other party on a daily basis for reconciliation. These T&M records along with cost evaluations will be submitted daily to the Resident Engineer for review and approval. The total cost of City work will be based on quantity of work performed multiplied by unit price contract bid items. The total interference cost will be calculated as the difference between the total T&M cost and total cost for City work. The Resident Engineer will conduct a monthly reconciliation session of the daily T&M records with the affected Company (ies) and the Contractor. If the Contractor and affected utility companies cannot reconcile their T&M records, by the last day of each month, then the Resident Engineer will submit the approved City's T&M records along with total cost evaluations to the DDC Director of Construction who will review these records and recommend approval and validity certification by the DDC Construction Assistant Commissioner.

- a) Copies of the DDC approved and certified T&M records will then be transmitted by the DDC to the Contractor and the utility companies. These certified records may be used by the Contractor for compensation claims against the responsible private facility owners, or may be used by any party as supporting documentation in dispute regarding compensation for performing Interference Work as identified in Schedule U-2. The Contractor will be required to perform City work while invoices are submitted by the Contractor to the utility companies for payment within 30 days, or while compensation disputes between the Contractor and affected company (ies) are submitted to Binding Arbitration process described in Paragraph 10.
- b) All issues related to utility work and/or delays due to compensation disputes or claims against utility companies are not allowable as justification for granting contract time extensions or delay claims against the City. The City may assess liquidated damages specified in the contract for net overall delays suffered by City contract work as a result of utility issues, disputes and claims.
- c) The standard City contract dispute resolution process specified in Article 27 "Presentation of disputes to Commissioner", of the standard City contract agreement is not applicable to any disputes related to utility work and/or compensation for such work or claim against utility companies. Utility work issues, disputes and claims may only be submitted to Binding Arbitration process described in Paragraph 10.
- d) The Contractor will notify the Resident Engineer when utility capital work not specified in Schedule U-2 and/or for utility work that require the intervention of company utility specialty crews causes excessive contractor's labor and equipment standby or idleness and, thereby jeopardizing the City project schedule. The Resident Engineer will submit the facts to the DDC Director of Construction who will recommend to the DDC Deputy Commissioner regarding the issuance of a "48 Hours' notice to Public Corporation" to the concerned utility company as authorized by the New York City Administrative Code Section 19-143 and/or Section 24-521 as applicable.
- e) Utility delays caused by utility capital work not listed in Schedule U-2 and/or by unavailability of utility specialty crews cannot be discounted for earning any contractual bonus when such bonus clause is included in a contract. However, if such specified bonus is not earned or is disallowed by the City or if the City assesses specified liquidated damages as a result of such excessive delays, the Contractor may seek damages from the responsible utility company (ies).

#### 7. Extra utility work with Interference Agreement:

If during construction the Contractor encounters utility facilities interferences or utility scope of work that it believes is not covered by the Interference Agreement as described above, then the Contractor shall immediately notify the Company in writing, with a copy to the City, describing the nature and location of the extra work in question. The Company then has five (5) business days to investigate the conditions and then:

- a) Advise the Contractor and the City in writing that no interference with its facilities exists at the location in question, and hence that the Contractor may proceed with City work without providing for any impact from Company facilities;
- b) Advise the Contractor and the City in writing that the Interference Agreement negotiated pursuant to Paragraph 6, above, provides for the scope of work encountered, specifying the exact unit items and/or terms of the agreement that cover the work;
- c) Advise the Contractor and the City in writing that it intends to perform the necessary utility work with company forces or with its own contractor including, but not limited to, relocating its facility out of the way of the proposed City work. In this case, the Company shall provide a written schedule for the performance of the utility work it proposes to perform, which shall be subject to approval by the City based on its impact to the Contractor's currently approved progress schedule. Upon approval of the Company's schedule by the City, the Contractor shall provide access to the worksite to the Company and/or any contractors hired by it to perform this utility work. If necessary, the City may grant a contract time extension for delays caused by the performance of such utility work by the company.
- d) Reasonably specify in writing the scope of work to be performed by the Contractor on behalf of the Company that is not covered under the Interference Agreement negotiated pursuant to Paragraph 6, including, but not limited to, relocating, supporting, and/or protecting the Company's facilities, and/or shifting the City facility if approved by the Resident Engineer, and/or otherwise changing its operations to work in the presence of the Company's facilities. Should the Company elect this option, it must adequately define and provide an initial price offer for the work required to be performed.

#### 8. Means and Methods for utility work:

Upon receipt of the Company's determination pursuant to Paragraphs 7.b, or 7.d, above, the Contractor shall determine reasonable means and methods of performing the work defined by the Company. These means and methods are subject to approval of the Company, which shall not be unreasonably withheld. If, however, the Company objects to the Contractor's proposed means and methods then it shall define an alternate method of construction. Upon receipt of the Company's approval or its

proposed alternate method of construction, the Contractor shall commence performance of the work defined by the Company as soon as possible, and shall perform the work in a good, workmanlike, and efficient manner, using the means and methods approved by the Company, in order to permit the City work to proceed in the most expeditious manner possible, but without imposing unreasonable and/or unnecessary costs on the Company. It is expressly understood by all parties that the City's rights pursuant to Article 4 of the Contract apply to Utility Work performed pursuant to this Section.

## 9. Disputed utility work covered by an interference agreement:

The City Work will continue as described in Paragraph 6 above. In the event of any dispute between the Company (ies) and the Contractor regarding any issue related to the performance of, or payment for, utility work, including, but not limited to, any indirect or impact costs incurred by the Contractor due to the Utility Work and/or to the existence of facilities owned or operated by the Company (ies) on the line of the work. The Company (ies) and the Contractor hereby agree to submit to each other a "Final Offer," in writing, by certified mail. Each party shall then have three business days to consider each other's Final Offer. In the event that neither party accepts the other's Final Offer within those three days, the Company (ies) and the Contractor agree to immediately submit the dispute to binding arbitration as described in Paragraph 10. During the pendency of any arbitration, the Company (ies) and the Contractor shall maintain separate records of the actual quantity and cost of labor, materials, and equipment expended, and to provide copies of this information to the other party on a daily basis for reconciliation. Any and all disagreement with the records maintained and provided by the other, must be documented in writing to all parties. However, these records are solely for the benefit of presentation to the arbitrator, whose decision may not necessarily be based on these records and in any event is final. Both parties should be aware that the City will not confirm or deny the accuracy of any records that is not certified by DDC. While the arbitration is pending, the Company shall pay the Contractor on a monthly basis, based on the price offered by the Company to the Contractor for the performance of the work.

#### 10. Arbitration of utility work:

The arbitration of the issues described above shall be conducted pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association (hereinafter "the Rules" and "AAA") in effect on the date the arbitration is initiated except as set forth herein. The arbitration award shall be final and binding upon the parties to the arbitration and judgment upon the award may be entered in a court having jurisdiction.

a) Once an arbitrator(s) has been appointed by the AAA, the arbitration shall be scheduled as promptly as possible given the arbitrator(s) and the parties' schedules.

- b) No later than seven days prior to the first arbitration hearing, Company and the Contractor shall submit to the arbitrator(s), and to each other, a summary of each party's respective position and such other information as is deemed appropriate, along with a copy of each party's Final Offer as specified in Paragraph 9.
- c) The arbitration shall be conducted and concluded in two days.
- d) On the morning of the first day of the arbitration, the Contractor and/or representatives shall have 3 ½ hrs to make a presentation of its claim to the arbitrator. During its presentation, the Contractor shall not be permitted to produce any documents or cost records which have not already been provided to the Company. The Contractor shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.
- e) Company and/or its representatives shall have two hours to ask the Contractor questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask the Contractor questions about its claim and its presentation.
- f) On the morning of the second day of the arbitration, Company and/or its representatives shall have 3 ½ hours to make a presentation of its claim to the arbitrator. During its presentation, the Company shall not be permitted to produce any documents or cost records which have not already been provided to the Contractor. The Company shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.
- g) The Contractor and/or its representatives shall have two hours to ask Company questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask Company questions about its claim and its presentation.
- h) Subject to the above time limitations, the arbitrator(s) may conduct the arbitration in such manner as the arbitrator(s) deems reasonable.
- i) The arbitrator(s) shall then have one week to select in writing, as the arbitrator ('s) award, that party's Final Offer which appears to be more reasonable, based on the presentations at the arbitration hearings.
- j) The arbitrator shall have no discretion to grant an award other than one of the two Final Offers submitted by the parties.
- k) Any award for work that has already been performed shall be paid on the 7<sup>th</sup> day after receipt of the arbitrator's decision, or on the 30<sup>th</sup> day after completion of the work, whichever is later. Payment for work not yet completed at the time of the arbitrator's decision shall be paid within 30 days of completion of work. Interest shall accrue from the date payment is due at the rate of 9% per annum. Either

party may cause judgment to be entered in accordance with the arbitrator(s) decision in a court in the State of New York, County of New York.

- I) The arbitrator's fees and any other costs of the arbitration shall be initially shared equally by Company and the Contractor. The non-prevailing party shall then pay all arbitrator's fees and costs of the arbitration and shall reimburse the prevailing party for its share of such fees and costs theretofore paid.
- m) The parties may, at any time, settle any matter submitted to arbitration.

#### 11. Order-out waiver:

The Contractor and all subcontractors hired by it, if an Interference Agreement is executed as specified between the concerned parties, agree to waive any rights they may have, if any, under law, contract or otherwise to compel the City to assert any right the City may have, including the issuance of any directives required under the New York City Administrative Code, Section 19-143 and Section 24-521, to require any or all of the Companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove utility facilities in connection with the work to be performed under this contract. However, nothing in this Section shall preclude the City from exercising its rights under the Law to issue such a directive to the Company.

#### 12. Cost of insurance:

Each of the named Companies, at their option and if an Interference Agreement is executed as specified between the concerned parties, may be named as an additional insured on all insurance policies required to be maintained under this contract. In the event that a Company opts to be so named as an additional insured, the actual incremental cost, if any, to the Contractor of providing such insurance coverage shall be borne by that Company. The Contractor shall provide a written statement from its insurance provider documenting the actual cost of this added coverage to the Company. Under no circumstances shall the cost of insurance coverage on behalf of any Company be borne by the City. Nothing in this paragraph shall be interpreted to imply the City's acceptance of any additional responsibility or liability for any matter related to the performance of Utility Work. In particular, the Company and the Contractor bear joint and full responsibility to ensure that any Utility Work performed by the Contractor is in compliance with all applicable government and Company regulations.

### 13. Cost of utility interference work:

The Companies, by virtue of participating in design alignment meetings and submitting their scope of Utility Interferences Work to the City, have agreed to perform their obligations described in this Section. It is expressly understood that the cost of Utility Work or any delays caused by such Utility Work shall not be a charge against the City, but shall be a matter for adjustment between the Contractor and the Company or Companies concerned. The City and the Contractor agree that the Companies are

third party beneficiaries of this Section of the contract, if an Interference Agreement is executed between the Contractor and utility company (ies). The provisions of this Section shall govern in all cases where Company property interferes with or is about to be disturbed by the City work, notwithstanding any other provision of the Contract, except for Natural Gas transmission/distribution facilities covered subject to the Gas Facility Cost Allocation Act (GFCAA) and covered separately in this contract.

#### 14. Default declaration:

The Contractor agrees that the provisions of this Section are material provisions of the contract, and that the Contractor's failure to comply with the procedures set forth above are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

#### 15. NYS Labor Law:

The Contractor is hereby advised that New York State Labor Law and/or, Davis-Bacon Act if federally funded, applies to public work. The work described in this Utility Interferences Section of the contract performed by utility company (ies) with their own forces or vendors hired by such company (ies) is not public work.

#### 16. Facility operators:

The insurance requirements in Paragraph 12 of this UI Section apply to: (i) additional Companies, if any, who were not named in Schedule "A" but which have executed an Interference Agreement with the Contractor for utility work; and (ii) additional coverage, if any, paid for by Utility Companies whose utility facilities are located within the project limits, that they may require for the utility work pursuant to an Interference Agreement between the Contractor and such utility company (ies).

(End of Section)

## "STANDARD UTILITY LETTER OF AGREEMENT"

(Name)

Deputy Commissioner, Infrastructure Division

Department of Design and Construction 30-30 Thomson Avenue Long Island City, NY 11101 RE: <u>City Work Performed in the Presence of Private Utility Facilities</u> Project No: Dear (Name): This letter is to certify that \_\_\_, has requested the inclusion of the attached "Utility Interferences (UI) Section: Additional contract requirements applying to work performed in the presence of privately owned utility." The company agrees to abide by the terms of this UI Section at the company's own expenses due to their facilities interferences with the Public work. Sincerely, By: Authorized Company Representative Title **NOTARY PUBLIC** CERTIFIED AS TO FORM AND LEGAL AUTHORITY: By:

## SCHEDULE U-1

## LISTING OF COMPANY (IES) NAMED FOR THIS CONTRACT

COMPANY NAME	CONTACT NAME	CONTACT TELEPHONE
CON EDISON	THERESA KONG	212-460-4834
VERIZON	AUBREY MAKHANLALL	718-977-8165
TIME WARNER	JOHN PIAZZA	718-888-4261

## **SCHEDULE U-2**

# SCHEDULE U-2 FOR INFORMATION ONLY ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE FOR CONSOLIDATED EDISON

#### SER200277

CONSTRUCTION OF STORM/SANITARY SEWER, WATER MAIN & APPURTENANCES, LEVERETT AVE., ETC.

CET ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
CET 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .1)	EA	2
CET 101.1	UTILITIES CROSSING TRENCH FOR SEWERS UP TO AND INCL. 24" DIAMETER (TYPE .1)	EA	2
CET 102.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .1)	EA	5
CET 225.1B	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA	2
CET 350	OVERHEAD ACCOMMODATION, PROTECTION OF OVERHEAD FACILITIES AND APPURTENANCES	LS	1
CET 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES	CY	5
CET 450.2	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .2)	CRHRS	8
CET 450.3	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .3)	CRHRS	. 8

#### CON EDISON SCOPE OF WORK SUPPORT AND PROTECTION

#### SER200277

CONSTRUCTION OF STORM/SANITARY SEWER, WATER MAIN & APPURTENANCES, LEVERETT AVE., ETC.

CET 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .1)	
	At the following locations:	EA
	W/C Woehrle Ave. and 12' N/S/C Alexander Ave. 23' E/E/C Woehrle Ave. and N/C Alexander Ave.	
• •	Total Quantity for CET 100.1 = 2	
CET 101.1	UTILITIES CROSSING TRENCH FOR SEWERS UP TO AND INCL. 24" DIAMETER (TYPE .1)	
	At the following locations:	EA
	106' E/E/C Loring Ave. and 16' S/N/C Forrestal Ave. 124' E/E/C Loring Ave. and 16' S/N/C Forrestal Ave.	
	Total Quantity for CET 101.1 = 2	
CET 102.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .1)	
	At the following locations:	EA
	74' N/N/C Waring Ave. and 21' W/E/C Woehrle Ave. 21' W/E/C Woehrle Ave. and 37' S/S/C Alexander Ave. 120' E/E/C Woehrle Ave. and 14' N/S/C Alexander Ave. 7' S/S/C Alexander Ave. and 16' E/W/C Loring Ave. 92' S/S/C Alexander Ave. and 16' E/W/C Loring Ave.	
	Total Quantity for CET 102.1 = 5	
CET 225,1B	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES  At the following locations:	EÄ
	W/C Woehrle Ave. and 12' N/S/C Alexander Ave. 23' E/E/C Woehrle Ave. and N/C Alexander Ave.	
	Total Quantity for CET 225.1B = 2	
CET 350	OVERHEAD ACCOMMODATION, PROTECTION OF OVERHEAD FACILITIES AND APPURTENANCES	LS
	At the following locations:	LS
	8' S/N/C Leverett Ave. and 2' W/W/C Brookfield Ave.	
	AS SHOWN ON CONTRACT DOCUMENTS	
	Total Quantity for CET 350 = 1	

#### CON EDISON SCOPE OF WORK SUPPORT AND PROTECTION

#### SER200277

CONSTRUCTION OF STORM/SANITARY SEWER, WATER MAIN & APPURTENANCES, LEVERETT AVE., ETC.

TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES **CET 401**  $\mathbf{C}\mathbf{Y}$ At the following locations: W/C Woehrle Ave. and 12' N/S/C Alexander Ave. 23' E/E/C Woehrle Ave. and N/C Alexander Ave. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total Quantity for CET 401 **CET 450.2** CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .2) **CRHRS** At the following locations: **Various** Total Quantity for CET 450.2 CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE MEDIUM SIZE CREW CAPABLE OF **CET 450.3** PERFORMING VARIOUS TASKS (TYPE .3) **CRHRS** At the following locations: Various Total Quantity for CET 450.3

# UTILITY INTERFERENCES (UI) SECTION WORKSHEET

# ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE FOR VERIZON

# BOROUGH OF STATEN ISLAND

ITEM NUMBER	DESCRIPTION	Unit of Measure	Estimated Quantity
<b>CET 100.1</b>	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT.		
CET 100.3		EA.	13.00
	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .3)	EA.	1.00
ET 101.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .1)	EA.	2.00
ET 102.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .1)	EA.	5.00
ET 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)	EA.	3.00
ET 200.1	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION	L.F.	30.00
	REMOVAL AND INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.	7.00
T 225.1B	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.	3.00
	SPECIAL CARE EXCAVATION & BACKFILLING		
	SUPPORT & PROTECTION OF COMMUNICATION UTILITY FACILITIES	C.Y.	4.00
	SOUTH ENDING TO THE USE OF THE SECOND TO THE SECOND	L.F.	70.00
	APPURTENANCES	L.S.	1.00
	TEST PITS	C.Y.	20.00
1006V	6" VERTICAL OF ROLLED WATER MAIN OFFSET		
	X	<b>5</b> 4.	4.00

## YERIZON CET SCOPE OF WORK

#### SUPPORT & PROTECTION

# SER200277 - CONSTRUCTION OF STORM AND SANITARY SEWERS. WATER MAINS AND APPURTENANCES IN LEVERETT AVE ETC.

# BOROUGH OF STATEN ISLAND

CET 100.	UTILITIES CROSSING TRENC	H FOR CATCH	BASIN CHUI	TE CONNECT. AND/OR TEST PIT (TYPE .1)	EA.
	At the following locations			~	EA.
	N/S ALEXANDER AVE	MIE E/O WORKE			
	S/S AL EYANDED AVEN	THE E/O WOEHK	LE AVENUE		1.00
	S/S ALEXANDER AVEN	NUE E/O WOEHR	LE AVENUE	•	1.00
	W/S WOEHRLE AVENU	E INT. OF ALEXA	ANDER AVE	NUE	
	E/S WOEHRLE AVENUE	E N/O WARING A	VENUE		1.00
	W/S WOEHRLE AVENU	E N/O WARING /	VENUE		1.00
	N/S ALEXANDER AVEN	IUE E/O LORING	AVENUE		1.00
	N/S ALEXANDER AVEN	IUE W/O LORING	AVENUE		1.00
	S/S ALEXANDER AVEN	UE E/O LORING	AVENIE		1.00
	S/S ALEXANDER AVEN	UE W/O LORING	AVENUE		1.00
	E/S LORING AVENUE S/	O ALEYANDED	AVENUE		1.00
	W/S LORING AVENUE S	O ALEVANDER	ATTANCE		1.00
	N/S LEVERETT AVENUE	C ALLAMDER	AVENUE	y "	1.00
	F/S LODING AVENUE NO	DO BROOKHE	LD AVENUE	and the second second	1.00
	E/S LORING AVENUE N/	O FORKESTAL C	OURT		1.00
	Total quantity for	CET 100.1	=	13.00	
CET 100.3	UTILITIES CROSSING TRENCH	FOR CATCH BA	SIN CHUTE	CONNECT. AND/OR TEST PIT (TYPE .3)	EA.
	At the following locations:				
	N/S LEVERETT AVENUE	W/O COLON AVI	ENUE		1.00
	Total quantity for	CET 100.3	=	1.00	1.00
CET 101.1	UTILITIES CROSSING TRENGUE				
	UTILITIES CROSSING TRENCH	OK SEWERS O	VER 12" TO	24" DIAMETER (TYPE .1)	EA.
	At the following locations:				
	INT OF ALTHANDER				4,
	INT. OF ALEXANDER AVE INT. OF LEVERETT AVEN	ENUE AND LORI UE AND COLON	NG AVENUE AVENUE	M <sup>*</sup> €	1.00
	Total quantity for	CET 101.1	- <b>-</b>	2.00	1.00
CET 102.1	UTILITIES CROSSING TRENCH F	OR SEWERS OV	'ER 24" TO 3	6" DIAMETER (TYPE 1)	<b>7</b> 1.4
•	At the following locations:			(2 2 2 3)	EA.
*	INT. OF WOEHRLE AVENU	IE AND ALEXAN	DER AVENU	E	
	WOEHRLE AVENUE BTW	ALEXANDER AV	ENTIE AND S	VARING AVENUE	1.00
	INT. OF ALEXANDER AVE	NUE AND LORIN	GAVENUE	THE TOTAL PROPERTY OF THE PROP	2.00
					2.00
	Total quantity for	CET 102.1	=	5.00	
CET 108.1	UTILITIES CROSSING TRENCH FO	OR WATERMAIN	N UP TO ANI	INCL. 12" DIAMETER (TYPE .1)	EA.
	At the following locations:				EA.
* 1	INT OF FURNISHMEN			•	
	INT. OF LEVERETT AVENU	E AND BROOKFI	ELD AVENU	E	
	N/S LEVERETT AVENUE BT	TW BROOKFIELD	AVENUE AN	ND COLON AVENUE	2.00
					1.00
	Total quantity for	CET 108.1	2	3.00	
			•		

9/30/2016

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# YERIZON CET SCOPE OF WORK

#### SUPPORT & PROTECTION

# SER200277 - CONSTRUCTION OF STORM AND SANITARY SEWERS, WATER MAINS AND APPURTENANCES IN LEVERETT AVE ETC.

# BOROUGH OF STATEN ISLAND

		POROUGH	UF SIA	IEN ISLAND	
CET 200	.1 EXTRA DEPTH EXCAVATION	ON OF CATCH BASI	'N CHUTI	E CONNECTION PIPES	
	At the following locati				L.F.
•	N/S LEVERETT AVE	ENUE W/O COLON AV	VENUE		
	Total quantity for	CET 200.1	_	30.00	30.00
CET 225.	A REMOVAL AND INSTALLAT	TION OF CATCH BA	SINS WIT	TH UTILITY INTERFERENCES	
	At the following location			THERETERENCES	EA.
	E/S WOEHRLE AVEN W/S WOEHRLE AVEN	UE INT. OF WARING	AVENUE		1.00
	N/S AI EVANDED AV	TOE AVO WAKING A	/ENUE		
	N/S ALEXANDER AV	ENUL W/S OF LORIN	IG AVENU	JE	1.00
	E/S LORING AVENUE	SOU ALEXANDER A	VENUE	•	1.00
	W/S LORING AVENUE	E S/O ALEXANDER A	VENUE	•	1.00
	N/S LEVERETT AVEN	IUE W/O COLON AVI	ENUE		1.00
	E/S LORING AVENUE	N/O FORRESTAL CO	URT		1.00
					. 1.00
	Total quantity for	CET 225.1A	. =	7.00	
CET 225.11	INSTALLATION OF CATCH B	ASINS WITH UTILE	TY INTER	PEPPENCEC	
	At the following location			U-ERENCES	EA.
	w the following location:	S; ·			
	N/S ALEXANDER AVE	NUE E/O WOENDIE	ATTENTE		•
	W/S WOEHRLE AVENU	TEINT OF ALEVANIT	VED TABLE	TP was	1.00
	N/S ALEXANDER AVE	NUE E/O I OPING AV	ACATINE	NUE	1.00
		A DE PLO PONTAG VA	ENUE		1.00
	Total quantity for	CET 225,1B	=	3.00	
CET 300	SPECIAL CARE EXCAVATION	6 To 4 Corresson on an a		3.00	
	EACAVATION	& BACKFILLING	<i>Y</i>		C.Y.
	At the following locations:	:			C.1,
	N/S LEVERETT AVENU	E W/O COLON AVEN			
	_	- WO CODON AVEN	UE		3.70
	Total quantity for	CET 300	<b>22</b>	4.00	
CET 330T	SUPPORT & PROTECTION OF (	COMMUNICATION	UTILITY	FACILITIES DURING FYCA VATE	ON OF OTHER
·	At the following locations:			- COLLING BROWN	ON OF CITY TRL.F.
				_	
	N/S OF LEVERETT AVEN INT. OF LEVERETT AVE	NUE W/O COLON AVI	ENUE		20.00
		HOE MAD BROOKFIE	LD AVEN	IUE	50.00
	Total quantity for	CET 330T		70.00	
CET 350	OVERHEAD ACCOMMODATION	, PROTECTION OF	OH FACT	LITTEC S. A REPURSION AND A SECOND	
	At the following locations:		1201	~ I LES & AFFURTENANCES	L.S.
	" me lonowing locations;				
	AS ENCOUNTERED	OR DIRECTED BY	VERIZON	FIELD REPRESENTATIVE	
	Total quantity for			TOOLIVIAIVE	1.00
	oran quantity for	CET 350	=	1.00	

9/30/2016

SER200277 - Verizon CET Scope.xlsx - CET SCOPE

# VERIZON CET SCOPE OF WORK

### SER200277 - CONSTRUCTION OF STORM AND SANITARY SEWERS, WATER MAINS AND APPURTENANCES IN LEVERETT AVE ETC. BOROUGH OF STATEN ISLAND

CET 400 TEST PITS

C.Y.

At the following locations:

AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE

20.00

Total quantity for

**CET 400** 

20.00

CET 1006V 6" VERTICAL OR ROLLED WATER MAIN OFFSET

At the following locations:

NO LEVERETT AVENUE BET PROOKFIELD AVENUE AND COLON AVENUE

Total quantity for

**CEL 1006A** 

1.00

EA. '

PROJECT ID: SER200277

# FOR INFORMATION ONLY ENGINEER'S ESTIMATE OF QUANTITIES AND TYPES OF INTERFERENCE TIME WARNER CABLE OF NEW YORK CITY SER200277

Forrestal Court, etc. Borough of Staten Island

100.1	DESCRIPTION  UTILITIES CROSSING TRANSPORT		ESTIMATED
101.1	UTILITIES CROSSING TRENCH FOR CB CHUTE CONNECTION UTILITIES CROSSING TRENCH FOR SEWERS UP TO & INCLUDING 24" DIAMETER	EA EA	7
350	OVERHEAD ACCOMMODATION, PROTECTION OF OVERHEAD FACILITIES, POLES & APPURTENANCES	LS	10

#### TIME WARNER CABLE SUPPORT & PROTECTION SER200277 Forrestal Court, etc. Borough of Staten Island

CET 100.1	UTILITIES CROSSING TRENCH FOR CATCH BAS CONNECTION At the following locations:	IN CHUTE	•	E
	NEC Alexander Ave. & Woshrle Ave.		•	
	F/O #64 Woehrle Ave.			1
	NWC Woehrle Ave. & Waring Ave.			1
	F/O #124 Alexander Ave.			1
	SWC Alexander Ave. & Loring Ave.			1
	F/O #28 Loring Ave.			1
	F/O #16 Forrestal Court			1
			Total quantity for CET 100.1	7
		•	Total quality to GET 100.1	
CET 101.1	UTILITIES CROSSING TRENCH FOR SEWERS UP	TO &		EA
	INCLUDING 24" DIAMETER			
	At the following locations:			
	F/O #69 Woehrle Ave.			1
	F/O #73 Woehrle Ave. F/O #77 Woehrle Ave.			1
•	F/O #83 Woehrle Ave.			1
	F/O #89 Woehrle Ave.			1
	F/O #6 Loring Ave.	•		1
	F/O #10 Loring Ave.			1
	F/O #14 Loring Ave.			1
	F/O #20 Loring Ave.		•	1
	F/O #17 Forrestal Court			1
	The state of the s			1
			Total manufacture of CET 404	
	•		Total quantity for CET 101.1	10
CET 350	OVERHEAD ACCOMMODATION, PROTECTION OF FACILITIES, POLES & APPURTENANCES At the following locations:	OVERHEAD		LS
	AS ENCOUNTERED			1
			Total quantity for CET 350	1

# **SCHEDULE U-3**

(NO TEXT IN THIS SECTION)

(NO TEXT ON 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.

(NO TEXT ON THIS PAGE)

# SPECIFICATIONS FOR HANDLING, TRANSPORTATION AND DISPOSAL OF NON-HAZARDOUS AND POTENTIALLY HAZARDOUS CONTAMINATED MATERIALS

Storm Sewer Extension in Forrestal Court Forrestal Ct., Loring Ave., Leverett Ave. Staten Island, New York

Capital Project ID: SER200277

# Prepared By:



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June 29, 2016

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# **Attachments**

- New York City Department of Environmental Protection Limitations for Effluent to Storm-Sanitary or Combined Sewers Parameters
- 2. Applicable Regulations
- 3. Definitions
- 4. Phase II Subsurface Corridor Investigation Report

# ITEM 8.01 C1 HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOILS

#### 8.01 C1.1 WORK TO INCLUDE

General: This work shall consist of the handling, transportation and disposal of non-hazardous contaminated soils. The materials covered by this specification are soils that are contaminated with petroleum or chemical products but cannot be classified as hazardous waste. For the purpose of this specification, soil shall be defined as any material excavated below the pavement and base for pavement.

Non-hazardous contaminated soils are defined as soils exhibiting one or more of the following characteristics:

- ♦ Elevated Photo-Ionization Detector (PID) readings, subsequently confirmed by lab analysis
- Visual evidence of contamination
- Petroleum and/or chemical odors
- ♦ Soils that have been documented as contaminated in previous environmental reports

Non-hazardous contaminated soils must be stockpiled at an off-site approved location or secured onsite by the Contractor, meeting all required Federal, State and Local stipulations. Sampling and laboratory analysis must be conducted to determine if the soils are hazardous, unless the alternative procedure as defined under subsection 8.01 C1.1 A.5 has been agreed upon by treatment facilities. Contaminated soils determined to be non-hazardous shall be handled in accordance with the specifications herein for Item 8.01 C1. Contaminated soils determined to be hazardous shall be handled in accordance with the specifications for Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soils.

The Contractor shall retain the services of an independent Environmental Consultant, as specified under Item 8.01 S – Health and Safety, to oversee the work required under this Item.

Non-hazardous soils shall be delivered to the disposal or treatment facility within thirty (30) calendar days after excavation.

The Contractor shall conduct sampling and analysis of the impacted soils as specified under Item 8.01 C2 – Sampling and Testing of Contaminated/Potentially Hazardous Soils for Disposal Parameters. The laboratory results shall be forwarded to DDC Program Management, Office of Environmental and Geotechnical Services (OEGS) for review to determine if the soils will be handled and disposed of as contaminated regulated soils or hazardous waste. No other soils shall be sampled or tested without the DDC's approval or direction.

The Contractor shall ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of non-hazardous contaminated soils are in compliance with all applicable Federal, State, and City statutes and regulations.

The Contractor shall document the excavation, handling, transportation and disposal of non-hazardous contaminated soils. The Contractor shall supply all equipment, material and labor required to conduct the specified work of this Item.

- A. <u>Material Handling Plan</u>: Within forty-five (45) calendar days after award of Contract, the Contractor shall submit to the Program Management, OEGS for review, a Material Handling Plan (MHP). The MHP must be approved by the Program Management, OEGS, prior to the Contractor's commencement of work. The MHP shall, at a minimum, consist of:
  - 1. The Contractor's procedures for identifying non-hazardous contaminated soils during excavation, including the specific model and manufacturer of intended organic vapor

- monitoring equipment and calibration procedures to be used. It should also include the training and experience of the personnel who will operate the equipment.
- The Contractor's procedures for safely handling non-hazardous contaminated soils. The
  procedures must include personnel safety and health as well as environmental protection
  considerations.
- 3. Name, address, New York State Department of Health's (DOH) Environmental Laboratories Accreditation Program (ELAP) status and telephone number of the proposed laboratory for analysis of representative soil samples. The ELAP for the intended analysis must approve the laboratory.
- 4. Identification of the Contractor's proposed waste transporter(s). This information shall include:
  - a. Name and Waste Transporter Permit Number
  - b. Address
  - c. Name of responsible contact for the hauler
  - d. Telephone number for the contact
  - e. Any and all necessary permit authorizations for each type of waste transported
  - f. Previous experience in performing the type of work specified herein
- 5. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures may include, but are not limited to, agreements from the intended disposal or treatment facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility.
- 6. A backup facility should the staging/stockpile areas become unavailable, insufficient in area or not be present by some other unforeseen difficulty.
- 7. Identification of the Contractor's two proposed Treatment Storage or Disposal (TSD) facilities for non-hazardous contaminated soils (primary and back-up) for final disposal of the soils. The primary TSD shall be an approved soil recycling/treatment facility. The backup facility may be a recycling/treatment facility or a New York State Department of Environmental Conservation (DEC) approved lined landfill or other facility approved by DEC to accept this material. The information required for each facility shall include:
  - a. Facility name and the State identification number
    - (1) Facility location
    - (2) Name of responsible contact for the facility
    - (3) Telephone number for contact
    - (4) Signed letter of agreement to accept waste as specified in this contract
    - (5) Unit of measure utilized at facility for costing purposes
  - b. A listing of all permits, licenses, letters of approval, and other authorizations to operate, which are currently held and valid for the proposed facility.
  - c. A listing of all permits, licenses, letters of approval, and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued.

- d. The Contractor shall specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste. The Contractor shall identify the capacity available in the units and the capacity reserved for the subject waste.
- e. The Contractor shall provide the date of the proposed facility's last compliance inspection.
- f. A list of all active (unresolved) compliance orders (or agreements), enforcement notices, or notices of violations issued to the proposed facility shall be provided. The source and nature of the cause of violation shall be stated, if known.
- 8. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

#### 8.01 C1.2 MATERIALS

- A. Containers shall be as required in the United State Department of Transportation (DOT) regulations.
- B. Polyethylene to be placed under (20 mil. thickness minimum) and over (10 mil. thickness minimum) soil piles.
- C. The Contractor shall assure that the waste hauler's appropriate choice of vehicles and operating practices shall prevent spillage or leakage of contaminated material from occurring en route.
- D. The Contractor shall provide, install and maintain any temporary loading facilities on site as required until completion of material handling activities. The location and design of any facilities shall be included in the MHP and be approved by the Program Management, OEGS.

#### 8.01 C1.3 CONSTRUCTION DETAILS

#### A. Material Handling

- 1. Immediately after excavation of non-hazardous contaminated soil the Contractor shall:
  - a. Load material directly onto trucks/tankers/roll offs for disposal off site; or
  - b. If interim stockpiling is required, place on a minimum of 20 mil. or equivalent plastic ground cloth and cover by minimum of 10 mil. polyethylene sheeting or equivalent to protect against leaching or runoff of contaminants into groundwater or stormwater. Weight or secure the sheeting by appropriate means and seal seams as approved by the DDC to prevent tearing or removal by weather. Grade surrounding surface to provide for positive drainage away from pile. Stockpile shall not exceed 100 cubic yards.
- 2. Institute appropriate procedures and security measures to ensure the protection of site personnel and the public from contaminated materials as described in the approved MHP and Item 8.01 S Health and Safety.
- 3. Any soil encountered that appears to contain unknown contaminants (based on visual, odor, or other observation), or that vary substantially from the material originally identified must be segregated in stockpiles and the independent Environmental Consultant promptly notified. Construct stockpiles to the same requirements as stated in subsection A.1.b above.

- 4. Provide any dewatering that is necessary to complete the work. Contaminated water shall be disposed of in accordance with Item 8.01 W1 Removal, Treatment and Discharge/Disposal of Contaminated Water.
- 5. Provide and operate field organic vapor test equipment, a PID or a flame ionization detector (FID), to detect general organic vapor levels at intervals of approximately fifty (50) cubic yards of soil excavated, when visual or odor observations indicate the material may substantially differ from the soil previously excavated and/or as directed by the independent Environmental Consultant.

#### B. Off-Site Transportation to Disposal or Treatment Facility

#### 1. General

- a. The Contractor shall furnish all labor, equipment, supplies and incidental costs required to transport contaminated material from the work area to the off-site disposal or treatment facility, and any other items and services required for transporting contaminated material for disposal at an off-site facility.
- b. The Contractor shall submit the name and location of the facility where an off-site scale is located. The Contractor shall also submit a plan to the DDC for review outlining procedures on controlling trucks leaving the work site and en-route to the off-site scale. The Contractor shall be responsible for tracking all material/vehicles from the site to the off-site scale.
- c. The Contractor shall provide to the DDC certified tare and gross weight slips for each load received at the accepted facility which shall be attached to each returned manifest.
- d. The Contractor shall coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule.
- e. The Contractor shall inspect all vehicles leaving the project site to ensure that contaminated soils adhering to the wheels or undercarriage are removed prior to the vehicle leaving the site.
- f. The Contractor shall obtain letters of commitment from the waste haulers and the treatment, disposal or recovery facility to haul and accept shipments. The letter shall indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed necessary.
- g. The Program Management, OEGS shall review and approve waste profiles before transportation to the TSD facility.

#### 2. Hauling

- a. The Contractor shall coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities shall also be measured and recorded upon arrival at the disposal or treatment facility. If any deviation between the two records occurs, the matter is to be reported immediately to the DDC and to be resolved by the Contractor to the satisfaction of the DDC.
- b. The Contractor shall be held responsible, at its own cost for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site.

- c. The Contractor shall ensure that trucks are protected against contamination by properly covering and lining them with compatible material (such as polyethylene) or by decontaminating them prior to and between acceptances of loads.
- d. The Contractor shall be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.
- e. The Contractor shall only use the transporter(s) identified in the MHP for the performance of work. Any use of substitute or additional transporters must have previous written approval from the Program Management, OEGS at no additional cost to the City.
- f. The Contractor shall develop, document, and implement a policy for accident prevention.
- g. The Contractor shall not combine contaminated materials from other projects with material from this project.
- h. No material shall be transported until approved by the DDC.

#### 3. Off-Site Disposal

- a. The Contractor shall use only the facility(ies) identified in the MPH for the performance of the work. Substitutions or additions shall not be permitted without prior written approval from the Program Management, OEGS, and if approved shall be at no extra cost to the City.
- b. The Contractor shall be responsible for acceptance of the materials at an approved facility, for ensuring that the facility is properly permitted to accept the stated materials, and that the facility provides the stated treatment and/or disposal services.
- c. The DDC reserves the right to contact and visit the disposal or treatment facility and regulatory agencies to verify the agreement to accept the stated materials and to verify any other information provided.
- d. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The alternate facility(ies) must be approved in writing by the DDC in the same manner and with the same requirements as for the original facility(ies). This shall be done at no extra cost or delay to the City.
- e. The Contractor shall obtain manifest forms, and complete the shipment manifest records required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight. Copies of each manifest shall be submitted to the DDC within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. Any manifest discrepancies shall be reported immediately to the DDC and be resolved by the Contractor to the satisfaction of the DDC.

#### 4. Equipment and Vehicle Decontamination

a. The Contractor shall design and construct a portable decontamination station to be used to decontaminate equipment and vehicles exiting from the exclusion zone. The cost for this work will be paid under Item 8.01 S - Health and Safety.

b. Water generated during the decontamination process shall be disposed of in accordance with Item 8.01 W1 - Removal, Treatment and Discharge/Disposal of Contaminated Water.

#### 8.01 C1.4 METHOD OF MEASUREMENT

Quantities for non-hazardous contaminated soils shall be measured in tons. The tonnage will be determined by off-site truck scales, as per Subsection 8.01 C1.3.B1, that are capable of generating load tickets.

#### 8.01 C1.5 PRICE TO COVER

- A. The unit bid price bid per ton for Item 8.01 C1 shall include the cost of furnishing all labor, materials, equipment, plan, and insurance for excavation, handling, transportation, disposal, documentation, fees, permits, loading, stockpiling, hauling, and any other incidentals necessary to complete all the work as specified herein for handling, transporting, and disposal of non-hazardous contaminated soil.
- B. Final disposal of hazardous soil shall be paid for under Item 8.01 H Handling, Transporting and Disposal of Hazardous Soils. Disposal of decontamination water shall be paid for under Item 8.01 W1 Removal, Treatment and Discharge/Disposal of Contaminated Water.
- C. Backfill will be paid for under its respective item as specified in the contract document.
- D. The independent Environmental Consultant shall be paid under Item 8.01 S Health and Safety.

Payment will be made under:

ITEM NUMBER	ITEM	PAYMENT UNIT
8.01 C1	Handling, Transporting, and Disposal	Tons
	of Non-Hazardous Contaminated Soil	

# ITEM 8.01 C2 SAMPLING AND TESTING OF CONTAMINATED/ POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PARAMETERS

#### 8.01 C2.1 WORK TO INCLUDE

#### A. <u>Description</u>

The work shall consist of collecting and analyzing representative soil samples for parameters typically requested by the disposal facilities.

# B. Sampling and Laboratory Analysis

- 1. At least thirty (30) days prior to the commencement of work, the Contractor's independent Environmental Consultant must submit a Soil Sampling Plan/Field Sampling Plan (SSP/FSP) to the Program Management, Office of Environmental and Geotechnical Services (OEGS) for review and approval. The plan shall include the name, address, DOH's ELAP status, and telephone numbers of the proposed laboratory. The plan shall also include training and experience of the personnel who will collect the samples.
- The Contractor shall sample and analyze representative samples of the 2. contaminated/potentially hazardous soils. For stockpiled soils, the Contractor shall collect and analyze one (1) composite sample per 500 cubic yards or fraction thereof. Each composite sample shall consist of a minimum of five (5) grab samples collected from greater than two (2) feet below the soil surface. For drummed soil, the Contractor shall collect one (1) composite sample per (ten) 10 drums or fraction thereof. Each composite sample shall consist of a grab sample from each of the ten (10) drums or fraction thereof. Each composite sample shall be analyzed for Resource Conservation and Recovery Act (RCRA) hazardous waste characteristics (Ignitability, Reactivity, Corrosivity), Full Toxicity Characteristic Leaching Procedure (TCLP) (including RCRA metals, volatile Organic Compounds (VOCs), Semi-Volatile Organic Compounds (SVOCs), pesticides, herbicides), Total Petroleum Hydrocarbons (TPH) and Polychlorinated Biphenyls (PCBs). All samples collected should be analyzed on a five (5) calendar days turn around time and analytical results must be submitted to Program Management, OEGS upon receipt of the analytical results.
- 3. All sampling shall be conducted by a person trained in sampling protocols using standard accepted practices for obtaining representative samples.
- 4. The Contractor must also contact the disposal facility where the waste will be sent for permanent disposal, and arrange to collect any additional samples required by the facility. The cost associated with additional sampling and testing shall be included in the bid price of this Item.
- 5. The quality of the data from the sampling program is the Contractor's responsibility. The Contractor must furnish all qualified personnel, equipment and instruments necessary to carry out the sampling. Unless directed otherwise, all sampling procedures must follow the DEC sampling guidelines and protocols.
- 6. All sample containers shall be marked and identified with legible sample labels which shall indicate the project name, sample location and/or container, the sample number, the date and time of sampling, preservatives utilized and other information that may be useful in determining the character of the sample. Chain-of-custody shall be tracked from laboratory issuance of sample containers through laboratory receipt of the samples.

- 7. The Contractor shall maintain a bound sample logbook. The Contractor shall provide DDC access to it at all times and shall turn it over to the DDC in good condition at the completion of the work. The following information, as a minimum shall be recorded to the log:
  - 1. Sample identification number
  - 2. Sample location
  - 3. Field observation
  - 4. Sample type
  - 5. Analyses
  - 6. Date/time of collection
  - 7. Collector's name
  - 8. Sample procedures and equipment utilized
  - 9. Date sent to laboratory and name of laboratory
- 8. The City reserves the right to direct the Contractor to conduct alternative sampling in lieu of the parameters described in subsection B2, if the situation warrants. The substitute sampling parameters shall be of equal or lesser monetary value than those described in subsection B2, as determined by industry laboratory pricing standards.
- 9. Only dedicated sampling equipment may be used to collect these samples. All equipment involved in field sampling must be decontaminated before being brought to the sampling location, and must be properly disposed after use.
- 10. Soils exceeding any of the hazardous characteristic criteria meet the legal definition of hazardous soils (rather than non-hazardous contaminated soils) and shall be transported or disposed of under Item 8.01 H Handling, Transporting and Disposal of Hazardous Soils. All analyses must be done by a laboratory that has received approval from the ELAP for the methods to be used. The Contractor must specify the laboratory in the MHP.

## 8.01 C2.2 METHOD OF MEASUREMENT

Quantities for samples shall be measured as the number of sets of samples that are tested. A set shall be defined as one (1) composite sample analyzed for the full range of parameters as specified in subsection B2.

#### 8.01 C2.3 PRICE TO COVER

The unit price bid per set for Item 8.01 C2 shall include the cost of furnishing all labor, materials, equipment, plan, and insurance necessary for sampling, handling, transporting, testing, documentation, fees, permits and any other incidentals necessary to complete the work as specified herein for sampling and testing of contaminated/potentially hazardous soil.

Payment will be made under:

 
 ITEM NUMBER
 ITEM
 PAYMENT UNIT

 8.01 C2
 Sampling and Testing of Contaminated/ Potentially Hazardous Soil for Disposal Parameters
 Set

## ITEM 8.01 H HANDLING, TRANSPORTING, AND DISPOSAL OF HAZARDOUS SOILS

#### 8.01 H.1 WORK TO INCLUDE

General: This work shall consist of the handling, transportation and disposal of soils or materials that are listed as hazardous wastes or exhibit any of the characteristics of a hazardous waste, namely ignitability, corrosivity, reactivity, and toxicity, as defined in 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261. For the purpose of this specification, soils shall be defined as any materials excavated below the pavement and base for pavement.

Contaminated soils determined to be hazardous under Item 8.01 C2 shall be handled, transported, and disposed of under Item 8.01 H in accordance with the specifications herein.

The independent Environmental Consultant retained by the Contractor, as specified under Item 8.01 S – Health and Safety, shall conduct sampling and analysis of above soils to determine which soils are hazardous.

All work under Item 8.01 H shall be performed under the direct supervision of the Contractor's Environmental Consultant, as approved by the Program Management, Office of Environmental and Geotechnical Services (OEGS).

The Contractor shall ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of hazardous materials are in compliance with the applicable Federal, State, and Local statutes and regulations.

The Contractor shall document the excavation, handling, sampling, and testing, transportation and disposal of hazardous soils. The City shall be listed in the disposal documents as the waste generator.

The Contractor shall supply all equipment, material and labor required to conduct the specified work of this section.

The Contractor shall ensure that all operations associated with the handling, sampling, loading, transportation and disposal of hazardous soils are conducted in a manner to protect site personnel, the public and the environment, in accordance with all applicable Federal, State, and Local laws and regulations.

The Contractor shall decontaminate all equipment prior to its removal from the exclusion zone and/or following contact with hazardous materials, as detailed in Item 8.01 S - Health and Safety. Water generated during the decontamination process shall be disposed of under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

- A. Material Handling Plan: Within forty-five (45) calendar days after award of Contract, the Contractor shall submit to the Program Management, OEGS for review, a Material Handling Plan (MHP). The MHP must be approved by the Program Management, OEGS, prior to the Contractor's commencement of work. The MHP shall, at a minimum, consist of:
  - 1. The Contractor's procedures for identifying contaminated/potentially hazardous soils during excavation, including instrumentation and calibration procedures to be used.
  - 2. The Contractor's procedures for safely handling hazardous soils or soils which have not yet been tested but are believed to be potentially hazardous.
  - 3. Identification of the Contractor's proposed waste transporter(s). This information shall include:
    - a. Name and waste transporter permit number
    - b. Address

- c. Name of responsible contact for the hauler
- d. Telephone number for the contact
- e. Any and all necessary permit authorizations for each type of waste transported
- f. Previous experience in performing the type of work specified herein
- 4. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures could include, but are not limited to, agreements from the intended disposal or treatment facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility or the use of off-site stockpiling locations approved by the DEC.
- 5. A backup facility, should the staging/stockpile areas become unavailable, insufficient in area or not be present by some other unforeseen difficulty.
- 6. Identification of the Contractor's two proposed United State Environmental Protection Agency (EPA) or DEC approved RCRA TSD facilities for hazardous soils.
- 7. The Contractor shall submit the following information prior to any transportation of soils regarding the temporary and final off-site TSD or facilities where it is proposing to take hazardous soils. The expense of furnishing all information will be included in the Contractor's bid price:
  - a. General Information
    - (1) Facility name and the EPA identification number
    - (2) Facility location
    - (3) Name of responsible contact for the facility
    - (4) Telephone number for contact
    - (5) Signed letter of agreement to accept waste as specified in this contract
    - (6) Signed letter of agreement with a TSD for disposal of waste that may not be land-disposed
    - (7) Unit of measure utilized at each facility for costing purposes
  - b. A listing of all permits, licenses, letters of approval, and other authorizations to operate, which are currently held and valid for the proposed facility as they pertain to receipt and management of wastes derived from this Contract.
  - c. A listing of all permits, licenses, letters of approval, and other authorizations to operate which have been applied for by the proposed facility.
  - d. The Contractor shall specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste. The Contractor shall identify the capacity available in the units and the capacity reserved for the subject waste.
  - e. The Contractor shall provide the date of the proposed facility(ies) last compliance inspection under RCRA.
  - f. A list of all active (unresolved) compliance orders, agreements, enforcement notices or notices of violations issued to the proposed facility shall be approved. The source and nature of the cause of violation shall be stated, if known.
- 8. Description of all sampling and analyses that will be needed to obtain disposal facility approval.

#### 8.01 H.2 MATERIALS

- A. Containers shall be watertight as required in the DOT regulations and must meet all applicable regulations including but not limited to those in Attachment 2.
- B. Polyethylene (20 mil. thickness minimum) to be placed under and (10 mil. thickness minimum) over soil piles. If soils are placed in drums, polyethylene must be placed over the drums.

#### 8.01 H1.3 CONSTRUCTION DETAILS

#### A. Material Handling

- 1. The Contractor shall institute procedures to protect site personnel and the public from the non-hazardous and hazardous materials as described in Section 8.01 S Health and Safety.
- 2. The Contractor shall handle hazardous soil as approved in the MHP.
- 3. Stockpiled materials at the temporary TSD facility shall be handled according to the facility requirements but at a minimum: shall be drummed or placed on and covered with polyethylene to protect against erosion and leaching into surrounding soils, the stockpile area shall be graded for positive drainage away from the pile, and shall be labeled while being held for sampling prior to permanent disposal.
- 4. Provide any dewatering that is necessary to complete the work. Water shall be disposed of in accordance with Item 8.01 W1 Removal, Treatment and Discharge/Disposal of Contaminated Water.

#### B. Off-Site Transportation and Disposal

1. The Contractor shall furnish all labor, equipment and supplies required to transport hazardous materials from the work area to the off-site TSD facility(ies) and to acquire any other items and services required for transporting hazardous materials for storage and/or disposal at an approved off-site facility.

#### 2. Weight Measurement

- a. The Contractor shall submit the name and location of the facility where an off-site scale is located. The Contractor shall also submit a plan to the DDC for review outlining procedures on controlling trucks leaving the work site and on-route to the off-site scale. The Contractor shall be responsible for tracking all materials/vehicles from the site to the off-site scale.
- b. The Contractor shall provide to the DDC certified tare and gross weight slips for each load received at the accepted facility which shall be attached to each returned manifest.

#### 3. General

- a. Manifests: The Contractor shall organize and maintain the material shipment records/manifests required by law.
- b. The Contractor shall coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule. The schedule shall be compatible with the availability of equipment and personnel for material handling at the job site.

- c. The Contractor shall inspect all vehicles leaving the project site to ensure that hazardous soils adhering to the wheels or under carriage are removed prior to the vehicle leaving the site.
- d. The Contractor shall obtain letters of commitment from the waste haulers and the TSD facility to haul and accept shipments. The letter shall indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed as necessary.

#### 4. Hauling

- a. The Contractor shall not deliver waste to any facility other than the TSD facility(ies) listed on the shipping manifest.
- b. The Contractor shall coordinate manifesting, placarding, of shipments, and vehicle decontamination. All quantities shall also be measured and recorded upon arrival at the TSD facility. If any deviation between the two records occurs, the matter is to be reported immediately to the DDC and to be resolved by the Contractor to the satisfaction of the DDC.
- c. The Contractor shall be held responsible, at its own expense, for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site.
- d. The Contractor shall ensure that trucks are protected against contamination by properly covering and lining them with compatible material (such as polyethylene) or by decontaminating them prior to any use other than hauling hazardous materials.
- e. The Contractor shall be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.
- f. The Contractor shall only use the transporter(s) identified in the MHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from the DEC may transport this material. Any use of substitute or additional transporters must have previous written approval from the DDC at no additional cost to the City.
- g. The Contractor shall develop, document, and implement a policy for accident prevention.
- h. The Contractor shall not combine hazardous materials from other projects with material from this project.
- i. The Contractor shall obtain for the City an EPA hazardous waste generator identification number and a representative of Program Management, OEGS will review and sign the manifest as the generator.
- j. No materials shall be transported until approved by the DDC.

#### 5. Off-Site Disposal

- a. The Contractor shall be responsible for acceptance of the materials at an approved TSD facility, for ensuring that the facility is properly permitted to accept the stated materials, and that the facility provides the stated storage and/or disposal services.
- b. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to

locate an alternate approved and permitted facility(ies) for accepting materials. The Contractor is responsible for making the necessary arrangements to utilize the facility(ies), and the alternate facility(ies) must be approved in writing by the DDC in the same manner and with the same requirements as for the original facility(ies). This shall be done with no extra cost or delay to the City.

- c. The Contractor shall submit all results and weights to the DDC.
- d. The Contractor is responsible to pay all fees associated with the generation and disposal of all excavated hazardous waste. These fees include, but are not limited to, the New York State Department of Finance and Taxation (DFT) quarterly fees for hazardous waste and the New York State DEC annual hazardous waste regulatory fee program. The Contractor shall submit a copy of proof of payment to the DDC and Program Management, OEGS.
- 6. Equipment and Vehicle Decontamination

The Contractor shall design and construct a portable decontamination station to be used to decontaminate equipment and vehicles exiting from the exclusion zone. The cost for this work shall be paid under Item 8.01 S - Health and Safety. Disposal of decontamination liquids is described under Item 8.01 W1 - Removal, Treatment and Discharge/Disposal of Contaminated Water.

## 7. Record Keeping

The Contractor shall obtain manifest forms, and complete the shipment manifest records required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight. Copies of each manifest shall be submitted to the DDC within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. Any manifest discrepancies shall be reported immediately to the DDC and be resolved by the Contractor to the satisfaction of the DDC.

## 8.01 H.4 METHOD MEASUREMENT

Quantities for hazardous soil shall be measured in tons satisfactorily delivered to the treatment, storage or disposal facility. The tonnage will be determined by off-site truck scales, as per subsection 8.01 H1.3.B.2, that are capable of generating load tickets.

#### 8.01 H.5 PRICE TO COVER

- A. The unit price bid per ton for Item 8.01 H shall include the cost of furnishing all labor, materials, equipment, plan, and insurance for excavation, handling, transportation, disposal, documentation, permits, fees, taxes, stockpiling, hauling, and any other incidentals necessary to complete the work as specified herein for handling, transporting and disposal of hazardous soils.
- B. Final disposal of non-hazardous materials shall be paid for under Item 8.01 C1 Handling, Transporting and Disposal of Non-Hazardous Soils. Disposal of decontamination water shall be paid under Item 8.01 W1 Removal, Treatment and Discharge/Disposal of Contaminated Water.
- C The independent Environmental Consultant shall be paid under Item 8.01 S Health and Safety.
- D. Backfill will be paid for under its respective item.

ITEM NUMBER

**ITEM** 

PAYMENT UNIT

8.01 H

Handling, Transporting, and Disposal of Hazardous Soils

Tons

## ITEM 8.01 S HEALTH AND SAFETY

#### 8.01 S.1 WORK TO INCLUDE

#### Health and Safety Requirements

#### A. Scope of Work

It is the Contractor's responsibility to stage and conduct his work in a safe manner. The Contractor shall implement a Health and Safety Plan (HASP) for contaminated/hazardous soil intrusive activities as set forth in Occupational Safety and Health Administration (OSHA) Standards 1910.120 and 1926.650-652. The Contractor shall ensure that all workers have at a minimum hazard awareness training. The Contractor shall segregate contaminated work area in secured exclusion zones. These zones shall limit access to Contractor personnel specifically trained to enter the work area. The exclusion zone shall be set up to secure the area from the public and untrained personnel. The project health and safety program shall apply to all construction personnel including persons entering the work area. In addition, the Contractor shall protect the public from on-site hazards, including subsurface contaminants associated with on-site activities. The HASP shall be signed off by a Certified Industrial Hygienist and reviewed by Program Management, Office of Environmental and Geotechnical Services (OEGS).

Work shall include, but not be limited to:

- 1. Implementation of a baseline medical program.
- 2. Providing safety equipment and protective clothing for site personnel, including maintenance of equipment on a daily basis; replacement of disposable equipment as required; decontamination of clothing, equipment and personnel; and providing all other health and safety measures.
- 3. Providing, installing, operating and maintaining on-site emergency medical first aid equipment as specified in this section for which payment is not provided under other pay items in this Contract.
- 4. Providing, installing, operating, maintaining and decommissioning all equipment and personnel decontamination facilities specified within this section, including, but not limited to, the decontamination pad, decontamination water supply, decontamination water collection equipment and all other items and services required for the implementation of the health and safety requirements for which pay items are not provided elsewhere in this Contract.
- 5. Provide the minimum health and safety requirements for excavation activities within the limits of this Contract.
- 6. Implement and enforce a HASP: The HASP as presented in these specifications is dynamic with provisions for change to reflect new information, new practices or procedures, changing site environmental conditions or other situations which may affect

site workers and the public. The HASP will also address measures for community protection, accident prevention, personnel protection, emergency response/contingency planning, air monitoring, odor control and hazardous chemicals expected on site. Providing a Confined Space Entry Program as defined in the Occupational Safety and Health Act, Confined Space Entry Standard, 29 CFR 1910.146.

#### B. Environmental Consulting Services

The Contractor shall retain an independent Environmental Consultant to obtain all permits and perform all field screening, air monitoring, community air monitoring, soil sampling, and health and safety services. The independent Environmental Consultant shall at a minimum provide documentation to the Program Management, OEGS demonstrating the minimum requirements as set forth below:

- 1. The independent Environmental Consultant project supervisor on site and other designated key personnel shall have a minimum of three (3) years experience in the environmental field dealing with issues associated with contaminated soils. Such experience shall include oversight on environmental, specifically volatile organic compound and dust monitoring services as a routine part of its daily operations.
- 2. The independent Environmental Consultant must be experienced in work of this nature, size, and complexity and must have previous experience in working with the DEC.
- 3. The independent Environmental Consultant shall furnish a project listing identifying the location, nature of services provided, owner, owner's contact, contact's telephone number, project duration and value for at least five (5) projects within the last three (3) years.
- 4. If conditions within the exclusion zone are deemed hazardous, then the Contractor and its independent Environmental Consultant shall ensure that all personnel working within identified exclusion zones and/or involved (direct contact) with the handling, storage or transport of hazardous and contaminated materials shall have completed a minimum of forty (40) hours of Health and Safety Training on Hazardous Waste Sites in accordance with 29 CFR 1910.120(e). The training program shall be conducted by a qualified safety instructor. If conditions in the exclusion zone are deemed to be non-hazardous, the independent Environmental Consultant shall provide site specific training.
- 5. The Contractor shall ensure that on-site management and supervisors directly responsible for or who supervise employees engaged in hazardous waste operations shall receive the training specified in above and at least eight (8) additional hours of specialized training on managing such operations at the time of job assignment.

#### C. Submittals

- 1. The Contractor shall submit, within forty-five (45) calendar days after the contract award, a written HASP as specified herein, to Program Management, OEGS for review and comment. The Contractor shall make all necessary revisions required by Program Management, OEGS and resubmit the HASP to the Program Management, OEGS for acceptance. Start-up work for the project will not be permitted until written acceptance has been issued by the Program Management, OEGS.
- Daily safety logs shall be maintained by the Contractor and shall be submitted to the DDC either on request or on completion of the work. Training logs shall be maintained by the Contractor and submitted to the DDC either on request or on completion of the work. Daily logs on air monitoring during excavation activities shall be prepared and maintained by the Contractor and submitted to the DDC either on request or upon completion of the work.

- 3. A closeout report shall be submitted by the Contractor to the DDC upon completion of the work within the defined exclusion zones. This report shall summarize the daily safety and monitoring logs and provides an overview of the Contractor's performance regarding environmental and safety issues. The report shall carefully document all areas where contamination has been found including pictures, addresses of locations, and potential sources.
- 4. Medical Surveillance Examinations: The Contractor shall submit to the DDC the name, office address and telephone number of the medical consultant utilized. Evidence of baseline medical examinations together with the evidence of the ability to wear National Institute for Occupational Safety and Health (NIOSH) approved respirators (as specified in American National Standards Institute (ANSI) Z88.6) shall be provided to the DDC for all construction personnel who are to enter the exclusion zones.
- 5. Accident Reports: All accidents, spills, or other health and safety incidents shall be reported to the DDC.

#### D. Health and Safety Plan

The HASP shall comply with OSHA regulations 29 CFR 1910.120/1926.65. This document shall at a minimum contain the following:

- 1. Description of work to be performed
- 2. Site description
- 3. Key personnel
- 4. Worker training procedures
- 5. Work practices and segregation of work area
- 6. Hazardous substance evaluation
- 7. Hazard assessment
- 8. Personal and community air monitoring procedures and action levels
- 9. Personal protective equipment
- 10. Decontamination procedures
- 11. Safety rules
- 12. Emergency procedures
- 13. Spill control, dust control, vapor/odor suppression procedures
- 14. Identification of the nearest hospital and route
- 15. Confined space procedures
- 16. Excavation safety procedures

#### 8.01 S.2 MEASUREMENT

#### Health and Safety Requirements

A. 25% of the lump sum price will be paid when the following items are implemented or mobilized:

Medical surveillance program

Health and safety training

Health and safety plan

Environmental and personnel monitoring

Instrumentation

Spill control

Dust control

Personnel and equipment decontamination facilities

Personnel protective clothing

# Communications Mobilization

- B. 50% will be paid in proportional monthly amounts over the period of work.
- C 25% will be paid when the operation is demobilized and removed from the project site.

#### 8.01 S.3 PRICE TO COVER

#### Health and Safety Requirements

The lump sum price bid for the health and safety requirements shall include all labor, materials, equipment, and insurance necessary to complete the work in accordance with these specifications. The price bid shall include, but not be limited to, the following:

- A. Providing training, safety personnel, air monitoring and medical examinations as specified.
- B. Providing safety equipment and protective clothing for site personnel, including maintenance of equipment on a daily basis; replacement of disposable equipment as required; decontamination of clothing, equipment and personnel; and all other health and safety activities or costs not paid for under other pay items in this Contract.
- C. Providing, installing, operating and maintaining on-site emergency medical and first aid equipment. This includes all furnishings, equipment, supplies and maintenance of all medical equipment, and all other health and safety items and services for which payment is not provided under other pay items in this Contract.
- D. Providing, installing, operating, maintaining, and decommissioning all personnel and equipment decontamination facilities, including decontamination pad, decontamination water supply, and all other items and services required for the implementation of the health and safety requirements for which pay items are not provided elsewhere in this Contract. Vehicle decontamination pads shall be included in the price of this item. Disposal of decontamination fluid shall be paid for under Item 8.01 W1 Removal, Treatment and Discharge/Disposal of Contaminated Water.

#### E. Spill Control

- 1. Payment shall account for furnishing, installing, and maintaining all spill control equipment and facilities. Payment will include equipment and personnel to perform emergency measures required to contain any spillage and to remove spilled materials and soils or liquids that become contaminated due to spillage during work within the exclusion zones and handling of excavated soils and liquids from these areas. This collected spill material will be properly disposed of.
- 2. Payment under this item shall not include testing, handling, transportation or disposal of petroleum-contaminated/potentially hazardous soils excavated during construction. The price for this work will be paid for under Items 8.01 C1 Handling, Transporting and Disposal of Non-Hazardous Contaminated Soils, 8.01 C2 Sampling and Testing of Contaminated/Potentially Hazardous Soil for Disposal Parameters or 8.01 H Handling, Transporting and Disposal of Hazardous Soils, as appropriate.

#### F. Dust Control

Payment shall account for furnishing, installing, and maintaining dust control equipment and facilities to be used whenever applicable dust levels are exceeded. Payment will include all necessary labor, equipment, clean water, foam, and all other materials required by the Dust Control Plan. The DOH Community Air Monitoring Plan (CAMP) may be used as guidance.

### G. <u>Vapor/Odor Suppression</u>

Payment shall account for furnishing, installing and maintaining vapor/odor control equipment and facilities to be used whenever organic vapor monitoring or the presence of odors indicates that vapor suppression is required to protect workers or the public. Payment will include all necessary labor, equipment, clean water, foam and all other materials required by the Vapor/Odor Suppression Plan.

#### H. Mobilization/Demobilization

#### 1. Mobilization

Payment shall include but not be limited to:

- a. All work required to furnish, install and maintain all signs, fencing, support zone facilities, parking areas and all temporary utilities;
- b. All work required to furnish, install, and maintain an office space with phone and utilities for health and safety personnel;
- c. All work required for complete preparation of lay down area for roll-off containers, including sampling, and any required fencing;
- d. All direct invoiced cost from bonding companies and government agencies for permits and costs of insurance; and
- e. All other items and services required for mobilization and site preparation.

#### 2. Demobilization

Payment shall include but not be limited to: All work required to sample the area; remove from the site all equipment, temporary utilities and supporting facilities; performance of necessary decontamination and repairs; disposal of disposable equipment and protective gear and other items and services required for complete demobilization.

Payment will be made under:

ITEM NUMBER	ITEM	PAYMENT UNIT
8.01 S	Health and Safety	Lump Sum

# ITEM 8.01 W1 REMOVAL, TREATMENT AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER

#### 8.01 W1.1 WORK TO INCLUDE

General: This work shall consist of the proper removal and disposal of all contaminated groundwater and decontamination water generated during construction operations. The Contractor shall be solely responsible for the proper disposal or discharge of all contaminated water generated at the job site. The Contractor will have the option of treating water on-site for discharge to the combined sanitary/storm sewer system or removing contaminated water for off-site disposal. The Contractor shall be responsible to choose a method compatible to the construction work and shall be compensated on a per day basis regardless of method employed. The Contractor will be compensated for only those days where the system is in full operation.

The Contractor shall retain a dewatering/water treatment Specialist (hereinafter the "Specialist") and laboratory as specified under Item 8.01 W2 – Sampling and Testing of Contaminated Water, to conduct any testing that may be required for disposal of impacted water.

The dewatering/water treatment Specialist is responsible to obtain all permits; perform all water sampling, testing; and provide ancillary services related to dewatering and water treatment. The Specialist shall at a minimum provide documentation to the Program Management, Office of Environmental and Geotechnical Services (OEGS) demonstrating the minimum requirements as set forth below:

- 1. The Specialist shall demonstrate that it has, at a minimum, three (3) years experience in the design of dewatering plans. The Specialist should demonstrate expertise dealing with issues associated with contaminated water. During that three (3) year period, the Specialist shall demonstrate that it provided dewatering and water treatment systems as a routine part of its daily operations.
- 2. The Specialist must be experienced in work of this nature, size, and complexity and must have previous experience in working with the DEC.
- 3. The Specialist shall furnish a project listing identifying the location, nature of services provided, owner, owner's contact, contact's telephone number, project duration and value for at least five (5) projects within the last three (3) years of a similar nature, size, and complexity to this one.
- 4. If conditions within the exclusion zone are deemed hazardous, then the Contractor and its independent Environmental Consultant shall ensure that all personnel working within identified exclusion zones and/or involved (direct contact) with the handling, storage or transport of hazardous and contaminated material shall have completed a minimum of forty (40) hours of Health and Safety Training on Hazardous Waste Sites in accordance with 29 CFR 1910.120(e). The training program shall be conducted by a qualified safety instructor. If conditions in the exclusion zone are deemed to be non-hazardous, the Specialist shall be responsible to provide site-specific training to its employees and other affected personnel.
- 5. The Contractor shall ensure that on-site management and supervisors directly responsible for or who supervise employees engaged in hazardous waste operations shall receive the training specified in above and at least eight (8) additional hours of specialized training on managing such operations at the time of job assignment.

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The Contractor shall document all operations associated with the handling, sampling and disposal of contaminated water, and ensure that they are in compliance with applicable Federal, State and Local statutes and regulations.

The Contractor shall supply all labor, equipment, transport, plant, material, treatment, and other incidentals required to conduct the specified work of this section.

If water will be disposed of into the combined sanitary/storm sewer system, the Contractor shall ensure the Specialist treats the water to comply with the New York City Department of Environmental Protection (DEP) Sanitary/Combined and Storm Sewer Effluent Limit concentrations prior to discharge. The Contractor is responsible for providing settling or filtering tanks and any other apparatus required by DEP. Alternatively, the Contractor can provide a plan for transport and disposal at an off-site waste disposal facility.

Within forty-five (45) calendar days after award of Contract, the Contractor shall submit to the Program Management, OEGS for review, a Water Handling Plan (WHP). The WHP must be approved by the Program Management, OEGS, prior to the Contractor's commencement of work. The minimum requirements for the WHP are specified herein Item 8.01W 1.2, for each type of disposal (disposal into the combined sanitary/storm sewer or off-site disposal). The Contractor shall maintain a complete, up to date copy of the WHP on the job site at all times.

#### 8.01 W1.2 CONSTRUCTION DETAILS

For each disposal method the Contractor proposes to utilize (disposal to combined sanitary/storm sewer or off-site disposal), the WHP shall include the information required in paragraphs A and B below, as appropriate.

- A. On-site treatment and discharge into New York City combined sanitary/storm sewers.
  - 1. Regulations: The Contractor shall comply with all applicable regulations. This includes but may not be limited to:
    - Title 15-New DEP Sewer Use Regulations.
  - Permits: The Contractor is solely responsible to obtain all necessary and appropriate Federal, State and Local permits and approvals. The Contractor will be responsible for performing all and any system pilot tests required for permit approval. This includes but may not be limited to:
    - a. Industrial waste approval for the New York City sewer system.
    - b. Groundwater discharge permit for the New York City sewer system (DEP Division of Sewer Regulation and Control), if discharge to sewer exceeds 10,000 gallons per day.
    - c. The Contractor shall comply with DEC State Pollutant Discharge Elimination System (SPDES) Permit Number GP-0-10-001, General Permit for Stormwater Discharges.
    - d. Long Island well point permit for Brooklyn and Queens sites, if well points are used for dewatering.
    - e. Wastewater quality control application, DEP.
  - 3. The WHP for this portion of the work shall include at a minimum:

- a. Identification and design of Contractor's proposed treatment to assure that the water meets the DEP sewer use guidelines prior to discharge to the sewer, including identification of all materials, procedures, settling or filtering tanks, filters and other appurtenances proposed for treatment and disposal of contaminated water.
- b. The name, address and telephone number of the contact for the Contractor's proposed chemical laboratory, as well as the laboratory's certifications under Federal, State or non-governmental bodies.
- c. The name, address and telephone number of the contact for the Contractor's proposed independent Environmental Consultant.
- d. Copies of all submitted permit applications and approved permits the Contractor have received.

#### 4. Materials

The Contractor shall supply all settling or filtering tanks, pumps, filters, treatment devices and other appurtenances for treatment, temporary storage and disposal of contaminated water. All equipment shall be suitable for the work described herein.

#### 5. Execution

- a. The Contractor is solely responsible for disposal of all water, in accordance with all Federal, State and Local regulations.
- b. The Contractor is solely responsible for any treatment required to assure that water discharged into the sewer is in compliance with all permits and Federal, State and Local statutes and regulations.
- c. The Contractor is solely responsible for the quality of the water disposed of into the sewers.
- d. The Contractor is responsible for sampling and testing of water for the DEP Sanitary/Combined and Storm sewer Effluent Limit concentrations. The quality of the data is the Contractor's responsibility. Any sampling and testing shall be conducted and paid in accordance with Item 8.01 W2 – Sampling and Testing of Contaminated Water.
- e. The Contractor shall be responsible to maintain the discharge rate to the sewer such that all permit requirements are met, the capacity of the sewer is not exceeded and no surcharging occurs downstream due to the Contractor's actions. Dewatering by means of well points or deep wells will not be allowed in the Boroughs of Brooklyn or Queens where the rate of pumping exceeds forty-five (45) gallons per minute unless the appropriate permit has been secured from the DEC.

#### f. Disposal of Treatment Media

- (1) The Contractor shall be responsible for disposal or recycling of treatment media in accordance with all Federal, State and Local regulations.
- (2) The Contractor shall provide the DDC with all relevant documentation concerning the disposal of treatment media, including manifests, bills of

- lading, certificates of recycling or destruction and other applicable documentation.
- (3) Disposal of treatment media shall not be considered as a separate pay item; instead it shall be considered as incidental work thereto and included in the unit price bid.

#### B. Off-Site Disposal

- 1. Regulations: The Contractor shall conform to all applicable Federal, State and Local regulations pertaining to the transportation, storage and disposal of any hazardous and/or non-hazardous materials as listed in Attachment 2.
- 2. The following shall be submitted to the DDC prior to initiating any off-site disposal:
  - a. (1) Name and waste transporter permit number
    - (2) Address
    - (3) Name of responsible contact for the hauler
    - (4) Any and all necessary permit authorizations for each type of waste transported
    - (5) Previous experience in performing the type of work specified herein
  - b. General information for each proposed treatment/disposal facility and at least one backup treatment/disposal facility
    - (1) Facility name and EPA identification number
    - (2) Facility location
    - (3) Name of responsible contact for the facility
    - (4) Telephone number for contact
    - (5) Unit of measure utilized at facility for costing purposes
  - c. A listing of all permits, licenses, letters of approval and other authorizations to operate, which are currently held and valid for the proposed facility as they pertain to receipt and management of the wastes derived from this Contract.
  - d. A listing of all permits, licenses, letters of approval and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued. Provide dates of application(s) submitted. Planned submittals shall also be noted.
  - e. The Contractor shall specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste and provide dates of construction and beginning of use, if applicable. Drawings may be provided. The Contractor shall identify the capacity available in the units and the capacity reserved for the subject waste.
  - f. The Contractor shall provide the date of the proposed facility's last compliance inspection.

- g. A list of all active (unresolved) compliance orders, agreements, enforcement notices or notices of violations issued to the proposed facility shall be submitted. The source and nature of the cause of violation shall be stated, if known. If groundwater contamination is noted, details of the facility's groundwater monitoring program shall be provided.
- h. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

#### 3. Materials

All vessels for temporary storage and transport to an off-site disposal facility shall be as required in DOT regulations.

#### 4. Execution

#### a. General

- (1) The Contractor shall organize and maintain the material shipment records/manifests required by Federal, State and Local law. The Contractor shall include all bills of lading, certificates of destruction, recycling or treatment and other applicable documents.
- (2) The Contractor shall coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule. The schedule shall be compatible with the availability of equipment and personnel for material handling at the job site.
- (3) The Contractor shall inspect all vehicles leaving the project site to ensure that contaminated liquids are not spilling and are contained for transport.
- (4) The Contractor shall obtain letters of commitment from the waste haulers and the treatment, disposal or recovery facility to haul and accept shipment. The letter shall indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed as necessary.
- (5) The Contractor shall verify the volume of each shipment of water from the site.
- (6) The Contractor is responsible for sampling and testing of water for off-site disposal. The quality of the data is the Contractor's responsibility. Any sampling and testing shall be conducted and paid in accordance with Item 8.01 W2 Sampling and Testing of Contaminated Water.
- (7) The Contractor shall be responsible for any additional analyses required by the TSD facility, and for the acceptance of the water at an approved TSD facility.

#### b. Hauling

(1) The Contractor shall not deliver waste to any facility other than the TSD facility(ies) listed on the shipping manifest.

- (2) The Contractor shall coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities shall also be measured and recorded upon arrival at the TSD facility(ies). If any deviation between the two records occurs, the matter is to be reported immediately to the DDC and shall be resolved by the Contractor to the satisfaction of the DDC.
- (3) The Contractor shall be held responsible for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site. This cleanup shall be accomplished at the Contractor's expense.
- (4) The Contractor shall be responsible for inspecting the access routes for road conditions, overhead clearance and weight restrictions.
- (5) The Contractor shall only use the transporter(s) identified in the WHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from DEC may transport this material. Any use of substitute or additional transporters must have previous written approval from the DDC at no additional cost to the City.
- (6) The Contractor shall develop, document, and implement a policy for accident prevention.
- (7) The Contractor shall not combine waste materials from other projects with material from this project.
- (8) The Contractor shall obtain for the City a hazardous waste generator identification number and will sign the manifest as the generator, if necessary.
- (9) No material shall be transported until approved by the DDC.

#### c. Disposal Facilities

- (1) The Contractor shall use only the TSD facility(ies) identified in the WHP for the performance of the work. Substitutions or additions shall not be permitted without prior written approval from the Program Management, OEGS, and, if approved, shall be at no extra cost to the City.
- (2) The Contractor shall be responsible for acceptance of the material at an approved TSD facility, for ensuring that the facility is properly permitted to accept the stated material, and that the facility provides the stated storage and/or disposal services.
- (3) The DDC reserves the right to contact and visit the disposal facility and regulatory agencies to verify the agreement to accept the stated material and to verify any other information provided. This does not in any way relieve the Contractor of his responsibilities under this Contract.
- (4) In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The Contractor is responsible for making the necessary arrangements to utilize the facility(ies), and the alternate facility(ies) must be

approved in writing by the DDC in the same manner and with the same requirements as for the original facility(ies). This shall be done with no extra cost or delay to the City.

## d. Equipment and Vehicle Decontamination

(1) The Contractor shall design and construct a portable decontamination station to be used to decontaminate equipment and vehicles exiting the exclusion zone. The cost for this work shall be paid under Item 8.01 S – Health and Safety.

## 8.01 W1.3 METHOD OF MEASUREMENT

The quantity for on-site treatment and discharge or off-site disposal shall be on a per day basis.

## 8.01 W1.4 PRICE TO COVER

- A. The per day price bid for Item 8.01 W1 shall include the cost of furnishing all labor, materials, equipment, plan, and insurance for handling, transportation, disposal, documentation, permits, hauling, mobilization and demobilization, and any other incidentals thereto to complete the work.
- B. The Contractor will not be paid for water that is within the DEP Sewer Discharge Limits.

Payment will be made under:

ITEM NUMBER ITEM PAYMENT UNIT

8.01 W1 Removal, Treatment and Disposal/Discharge of Contaminated Water

Day

## ITEM 8.01 W2 SAMPLING AND TESTING OF CONTAMINATED WATER

#### 8.01 W2.1 WORK TO INCLUDE

### A. Description

The work shall consist of sampling and testing of potentially contaminated groundwater, surface runoff within the excavated area and all contaminated water generated during the decontamination process.

## B. Sampling and Testing

- 1. The Contractor is responsible, at a minimum, for sampling and testing of contaminated water for the DEP Sanitary/Combined and Storm Sewer Effluent Limit concentrations as listed in Attachment 1. The quality of the data is the Contractor's responsibility. Any additional testing required by the Federal, State and/or disposal facilities shall be included in the bid price of this Item.
- 2. All sampling and testing shall be conducted by a person trained in sampling protocols using accepted standard practices and/or the DEC sampling guidelines and protocols.

- 3. All sample containers shall be marked with legible sample labels which shall indicate the project name, sample location and/or container, the sample number, the date and time of sampling, preservatives utilized, how the sample was chilled to 4 degrees Celsius, and other information that may be useful in determining the character of the sample.
- 4. Chain-of-custody shall be tracked from laboratory issuance of sample containers through receipt of the samples.
- 5. The Contractor shall maintain a bound sample log book. The Contractor shall provide the DDC access to it at all times and shall turn it over to the DDC in good condition at the completion of the work. The following information, as a minimum, shall be recorded to the log:
  - a. Sample identification number
  - b. Sample location
  - c. Field observation
  - d. Sample type
  - e. Analyses
  - f. Date/time of collection
  - g. Collector's name
  - h. Sample procedures and equipment used
  - i. Date sent to laboratory/name of laboratory
- 6. Only dedicated sampling equipment may be used to collect these samples. All equipment involved in field sampling must be decontaminated before being brought to the site, and must be properly disposed of after use.
- 7. Samples shall be submitted to the Contractor's laboratory within the holding times for the parameters analyzed.
- 8. All analyses must be done by a laboratory that has received approval from the DOH's ELAP for the methods to be done. The Contractor must specify the laboratory in the WHP.
- 9. Analytical results for water discharged to the sewer and for off-site disposal must be submitted to the DDC no later than five (5) days after sample collection.
- 10. The City reserves the right to direct the Contractor to conduct alternative sampling in lieu of the parameters described above, if the situation warrants. The substitute sampling parameters shall be of equal or lesser monetary value than those described above, as determined by industry laboratory pricing standards.

## 8.01 W2.2 METHOD OF MEASUREMENT

Quantities for samples shall be measured as the number of sets of samples that are tested for the DEP Sanitary/Combined and Storm Sewer Effluent Limit concentrations. A set shall be defined as one (1) representative sample analyzed for the full range of DEP parameters as specified in attachment 1.

## 8.01 W2.3 PRICE TO COVER

The unit price bid per set for Item 8.01 W2 shall include the cost of furnishing all labor, materials, equipment, plan, and insurance for handling, transport, sampling, testing, documentation, permits, other incidentals necessary to complete the work of sampling and testing of contaminated water. Any additional costs incurred by the Contractor for sampling and testing of contaminated water shall be included in the bid price of this Item.

Payment will be made under:

ITEM NUMBER	ITEM	PAYMENT UNIT
8.01 W2	Sampling and Testing of Contaminated Water	Set

## **ATTACHMENT 1**

New York City Department of Environmental Protection
Limitations for Discharge To Storm, Sanitary/Combined Sewer

## NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF WASTEWATER TREATMENT

## **Limitations for Effluent to Sanitary or Combined Sewers**

Parameter <sup>1</sup>	Daily Limit	Units	Sample Type	Monthly Limit
Non-polar material <sup>2</sup>	50	mg/l	Instantaneous	
pН	5-11	SU's	Instantaneous	
Temperature	< 150	Degree F	Instantaneous	
Flash Point	> 140	Degree F	Instantaneous	
Cadmium	2	mg/l	Instantaneous	
	0.69	mg/l	Composite	
Chromium (VI)	5	mg/l	Instantaneous	
Copper	5	mg/l	Instantaneous	
Lead	2	mg/l	Instantaneous	
Mercury	0.05	mg/l	Instantaneous	
Nickel	3	mg/l	Instantaneous	
Zinc	5	mg/l	Instantaneous	
Benzene	134	ppb	Instantaneous	57
Carbontetrachloride			Composite	
Chloroform			Composite	
1,4 Dichlorobenzene			Composite	
Ethylbenzene	380	ppb	Instantaneous	142
MTBE (Methyl-Tert-	50	ppb	Instantaneous	
Butyl-Ether)		:		
Naphthalene	47	ppb	Composite	19
Phenol			Composite	
Tetrachloroethylene	20	ppb	Instantaneous	
(Perc)				
Toluene	74	ppb	Instantaneous	28
1,2,4			Composite	
Trichlorobenzene	•			,
1,1,1 Trichloroethane			Composite	
Xylenes (Total)	74	ppb	Instantaneous	28
PCB's (Total) <sup>3</sup>	1	ppb	Composite	
Total Suspended	350 <sup>4</sup>	mg/l	Instantaneous	
Solids (TSS)				
CBOD <sup>5</sup>	<b> </b>		Composite	
Chloride <sup>5</sup>		÷	Instantaneous	
Total Nitrogen <sup>5</sup>			Composite	
Total Solids <sup>5</sup>			Instantaneous	
Other				

<sup>1</sup> All handling and preservation of collected samples and laboratory analyses of samples shall be

performed in accordance with 40 C.F.R. pt. 136. If 40 C.F.R. pt. 136 does not cover the pollutant in question, the handling, preservation, and analysis must be performed in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater." All analyses shall be performed using a detection level less than the lowest applicable regulatory discharge limit. If a parameter does not have a limit, then the detection level is defined as the least of the Practical Quantitation Limits identified in NYSDEC's Analytical Detectability and Quantitation Guidelines for Selected Environmental Parameters, December 1988

- Analysis for *non-polar materials* must be done by EPA method 1664 Rev. A. Non-Polar Material shall mean that portion of the oil and grease that is not eliminated from a solution containing N-Hexane, or any other extraction solvent the EPA shall prescribe, by silica gel absorption.
- Analysis for PCB=s 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 PCB=s must be done by EPA method 608 with MDL=<65 ppt. PCB's (total) is the sum of PCB-1242 (Arochlor 1242), PCB-1254 (Arochlor 1254), PCB-1221 (Arochlor 1221), PCB-1232 (Arochlor 1232), PCB-1248 (Arochlor 1248), PCB-1260 (Arochlor 1260) and PCB-1016 (Arochlor 1016).
- 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. New York State Department of Environmental Conservation (DEC), Spills Technology and Remediation Series (STARS) Memo #1
- 3. 6 NYCRR 360-1 DEC Solid Waste Management Facilities
- 4. 6 NYCRR 364- Waste Transporter permits
- 5. Local restrictions on transportation of waste/debris
- 6. 40 CFR 260 to 272 Hazardous Waste Management (RCRA)
- 7. 6 NYCRR 371 Identification and Listing of Hazardous Wastes
- 8. 6 NYCRR 372 Hazardous Waste Manifest System and Related Standards for Generators, Transporters and Facilities
- 9. 6 NYCRR 373-1 Hazardous Waste Treatment, Storage and Disposal Facility Permitting Requirements
- 10. 6 NYCRR 376 Land Disposal Restrictions
- 11. Posted weight limitations on roads or bridges
- 12. Transportation Skills Programs, Inc. 1985 Hazardous Materials and Waste Shipping Papers and Manifests
- 13. Other local restrictions on transportation of waste/debris
- 14. Occupational Safety and Health Administration (OSHA), Standards and Regulations, 29 CFR 1910 (General Industry)
- 15. OSHA 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response
- 16. OSHA Safety and Health Standards 29 CFR 1926 (Construction Industry)
- 17. OSHA 29 CFR 1910.146 Confined Space Entry Standard
- 18. Standard Operating Safety Guidelines, EPA Office of Emergency and Remedial Response Publication, 9285.1-03
- NIOSH / OSHA / USCG / EPA Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities (1986)
- 20. U.S. Department of Health and Human Services (DHHS) "NIOSH Sampling and Analytical Methods," DHHS (NIOSH) Publication 84-100
- 21. ANSI, Practice for Respiratory Protection, Z88.2 (1980)
- 22. ANSI, Emergency Eyewash and Shower Equipment, Z41.1 (1983)
- 23. ANSI, Protective Footwear, Z358.1 (1981)
- 24. ANSI, Physical Qualifications for Respirator Use, Z88.6 (1984)
- 25. ANSI, Practice for Occupational and Educational Eye and Face Protection, Z87.1 (1968)
- 26. Water Pollution Control Federation "Manual of Practice No. 1, Safety in Wastewater Works"

- 27. NFPA No. 327 "Standard Procedures for Cleaning and Safeguarding Small Tanks and Containers"
- 28. Occupational Safety and Health Act Confined Space Entry Standard 29 CFR 1910.146.87
- 29. Department of Transportation 49 CFR 100 through 179
- 30. Department of Transportation 49 CFR 387 (46 FR 30974, 47073)
- 31. Environmental Protection Agency 40 CFR 136 (41 FR 52779)
- 32. Environmental Protection Agency 40 CFR 262 and 761
- 33. Resource Conservation and Recovery Act (RCRA)
- 34. Any transporter of hazardous or non-hazardous materials shall be licensed in the State of New York and all other states traversed in accordance with all applicable regulations.

**ATTACHMENT 3** 

**Definitions** 

- Contaminated Groundwater and Decontamination Fluids: Groundwater within the excavation trench or decontamination water that contains regulated compounds above the NYCDEP Discharge to Sanitary/Combined Sewer Effluent limits.
- **Disposal or Treatment Facility:** A facility licensed to accept either non-hazardous regulated waste or hazardous waste for either treatment or disposal.
- **Exclusion Zone:** Work area that will be limited to access by Contractor personnel specifically trained to enter the work area only. The exclusion zone will be set up to secure the area from the public and untrained personnel. The project health and safety program will apply to all construction personnel including persons entering the work area.
- Hazard Assessment: An assessment of any physical hazards that may be encountered on a work site.
- Hazardous Soils: Soils that exhibit any of the characteristics of a hazardous waste, namely ignitability, corrosivity, reactivity, and toxicity, as defined in 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261.
- Hazardous Substance Evaluation: An evaluation of the possible or known presence of any hazardous substances that may be encountered on a job site. This evaluation is included in the Health and Safety Plan and will include the identification and description of any hazardous substances expected to be encountered. Material Safety Data Sheets (MSDS) will be included for each substance.
- **Health and Safety Plan:** A plan employed at a work site that describes all the measures that will be taken to assure that all work is conducted in a safe manner, and that the health of the workers and the public will be insured.
- Material Handling Plan: A plan outlining the methods that will be employed to handle, transport and dispose of contaminated materials.
- Non-Hazardous Contaminated Soils: Soils which exhibit a distinct chemical or petroleum odor, or exhibit elevated photoionization detector readings but are not classified as hazardous waste under 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261.
- New York State Health Department's Environmental Laboratory Approval Program: A program by which the state of New York approves and accredits environmental testing laboratories.
- **PCBs:** Polychlorinated biphenyls are a group of toxic compounds commonly used as a coolant in transformers and other electrical components.
- **Photoionization Detector:** A hand held instrument used to measure volatile organic compounds in air. The instrument ionizes the organic molecules through the use of an ultraviolet lamp.
- RCRA Hazardous Waste Characteristics: Characteristics of a material which may indicate the material is hazardous. These include: ignitability corrosivity, reactivity, and toxicity.
- **Total Petroleum Hydrocarbons:** An analytical procedure used to determine the total amount of petroleum compounds in a material.

## **ATTACHMENT 4**

Phase II Subsurface Corridor Investigation Report

- Final -

Phase II Subsurface Corridor Investigation Report

For

Storm Sewer Extension in Forrestal Court
Forrestal Ct., Loring Ave., Leverett Ave.
Staten Island, New York

DDC PROJECT NO. SER200277
WORK ORDER NO. 11603-LIRO-3-10594
CONTRACT REGISTRATION NO. 20151405569

Prepared for:



Office of Environmental and Geotechnical Services
30-30 Thomson Avenue, Third Floor
Long Island City, New York 11101

Prepared by:



LiRo Engineers, Inc. 703 Lorimer Street Brooklyn, New York 11211 PROJECT NO. 15-008-0265

June 29, 2016

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#### **EXECUTIVE SUMMARY**

On behalf of the New York City Department of Design and Construction (DDC), LiRo Engineers, Inc. (LiRo) conducted a Phase II Subsurface Corridor Investigation (Phase II SCI) of the SER200277 Corridor located along Forrestal Court, portions of Loring Avenue, Alexander Avenue, and Woehrle Avenue in the vicinity of Forrestal Court, and a portion of Leverett Avenue between Brookfield Avenue and Colon Avenue (the "Corridor"). The Corridor is located in the Great Kills neighborhood of Staten Island, New York. Excavation for the extension of storm sewers is proposed along the Corridor. The proposed depth of excavation for the work is approximately 10 feet below grade (ftbg). The Phase II SCI was conducted to determine if the Corridor's environmental condition will impact proposed construction activities.

The Corridor consists of two (2) separate and distinct Corridor areas which for the purpose of this report are designated as follows:

### Forrestal Court Corridor Area

The Forrestal Court Corridor Area is 1,069 feet long and is comprised of the following street segments:

Street Segments	Length (feet)
Forrestal Court from Loring Avenue to the Dead End	165
Loring Avenue from Forrestal Court to Alexander Avenue	272
Alexander Avenue between Loring Avenue and Woehrle Avenue	272
Woehrle Avenue from Alexander Avenue to Waring Avenue	360

#### Leverett Avenue Corridor Area

The Leverett Avenue Corridor Area is 238 feet long and is comprised of the following street segment:

Street Segments	Length (feet)
Leverett Avenue from Brookfield Avenue to Colon Avenue	238

The objective of the Phase II SCI was to assess the presence of subsurface contamination that may potentially impact proposed construction activities. The proposed construction activities for the Corridor include the extension of storm sewers to depths of approximately 10 ftbg. The Phase II SCI consisted of the following components:

- The advancement of five (5) borings to a terminal depth of approximately 10 ftbg or refusal, whichever was encountered first and the field screening of soil samples, including photo-ionization detector (PID) readings and visual and olfactory indicators of contamination (staining, odors);
- The collection of five (5) soil samples for laboratory analysis, which were analyzed for the following parameters: (1) United States Environmental Protection Agency (USEPA) Target Compound List (TCL) volatile organic compounds (VOCs); (2) Polycyclic Aromatic Hydrocarbons (PAHs); (3) TCL polychlorinated biphenyls (PCBs); (4) Total Petroleum Hydrocarbon Diesel Range Organics/Gasoline Range Organics (TPHC DRO/GRO); (5) Resource Conservation and Recovery Act (RCRA) Characteristics; and, (6) Toxicity Characteristic Leaching Procedure (TCLP) RCRA Metals;



- Since groundwater was anticipated to be at a depth greater than the proposed depth of excavation and no groundwater was observed, no temporary well points (TWPs) were proposed or installed. Therefore, no groundwater samples were collected; and,
- The preparation of this report, which includes tables summarizing the laboratory analytical results and figures depicting boring locations, significant site features and, if applicable, contamination occurrence and distribution.

In order to evaluate the subsurface soil, laboratory analytical results were compared with the regulatory standards identified in (1) New York State Department of Environmental Conservation (NYSDEC) Subpart 375-6: Remedial Program Unrestricted and Restricted Use (Track 1 and Track 2) Soil Cleanup Objectives (SCOs); (2) NYSDEC CP-51 Soil Cleanup Levels (SCLs) which include Supplemental Soil Cleanup Objectives (SSCOs) to NYSDEC Subpart 375-6 and SCLs for gasoline/fuel oil contaminated soil; and/or (3) Toxicity Characteristic Regulatory Levels for Hazardous Waste published in RCRA and 6 New York Code for Rules and Regulation (NYCRR) Part 371.

The subsurface soils encountered during this Phase II SCI consisted predominantly of silty clay with gravel from 3 to 10 ftbg. Urban fill consisting of sandy clay with gravel and cobbles was encountered throughout the Corridor at depths ranging from 0.5 to 6 ftbg. Groundwater was not encountered within any of the on-site borings. Bedrock was not encountered during the Phase II SCI.

Field screening (i.e., PID readings and visual and olfactory observations) did not identify impacted soils within the Corridor.

VOCs were not detected in any of the five (5) grab samples collected. PAHs and PCBs were not detected in any of the five (5) composite samples collected. TCLP RCRA metals, including barium and selenium, were detected in all five (5) composite samples collected at concentrations below their corresponding RCRA standards. Metals are naturally occurring but may be influenced by contaminants in historic fill material placed throughout the Corridor.

Ignitability (flash point), reactivity (cyanide and sulfide), and corrosivity (pH) were within the acceptable RCRA ranges. TPHC-DRO was detected at concentrations ranging from approximately 2.868 mg/kg to 5.129 mg/kg in each of the five (5) soil samples collected. TPHC-GRO was not detected in any of the five (5) samples collected. There are no regulatory standards for TPHC-DRO and TPHC-GRO.

#### Conclusions and Recommendations

Based on the evaluation of the field screening data and the laboratory analytical results, and the comparison to applicable regulatory standards, the following conclusions are presented:

- Field screening (i.e., PID readings and visual and olfactory observations) did not identify any petroleum-impacted soils within the Corridor;
- Laboratory analytical results identified TPHC-DRO impacted soils throughout the Corridor. The presence of elevated concentrations of TPHC-DRO in subsurface soils is attributed primarily to: (a) residuals from releases of petroleum products in the vicinity of the Corridor; and/or, (b) contaminants in historic fill material placed on the Corridor;



- The subsurface soil samples collected from the Corridor did not exhibit hazardous waste characteristics; and,
- Since groundwater was not encountered, no groundwater samples were collected.

Based on the results of the field investigation and laboratory analytical results, LiRo recommends the following:

- The Contract documents should identify provisions and a contingency for managing, handling, transporting and disposing of non-hazardous soil. The Contractor should be required to submit a Material Handling Plan, to identify the specific protocol and procedures that will be employed to manage the waste in accordance with applicable regulations;
- Due to the presence of TPHC-DRO along the investigated Corridor areas, dust control procedures are
  recommended during excavation activities to minimize the creation and dispersion of fugitive
  airborne dust. The Contractor may implement dust control measures to minimize potential of
  migrating fugitive airborne contaminants released as a direct result of construction activities;
- Groundwater was not encountered during the Phase II SCI activities. However, if dewatering is
  necessary, samples should be collected and analyzed for NYCDEP Sewer Discharge Limitations.
  Depending on those results, groundwater may require pre-treatment prior to discharge. Should
  dewatering be necessary during construction activities within the Corridor, the Contractor should be
  required to obtain an NYCDEP sewer discharge permit;
- If discharge into storm sewers is required during dewatering, it may be done under the appropriate NYSDEC State Pollutant Discharge Elimination System (SPDES) permit. Additional sampling and laboratory analysis may be required to satisfy NYSDEC requirements prior to discharge into storm sewers; and,
- Before beginning any excavation activity, the contractor shall submit a Corridor-specific health and safety plan (HASP) that will meet the requirements set forth by the Occupational, Safety and Health Administration (OSHA), the New York State Department of Health (NYSDOH) and any other applicable regulations. The HASP should identify the possible locations and risks associated with the potential contaminants that may be encountered, and the administrative and engineering controls that will be utilized to mitigate concerns (i.e., dust control procedures).

#### 1.0 INTRODUCTION

On behalf of the New York City Department of Design and Construction (DDC), LiRo Engineers, Inc. (LiRo) conducted a Phase II Subsurface Corridor Investigation (Phase II SCI) of the SER200277 Corridor located along Forrestal Court, portions of Loring Avenue, Alexander Avenue, and Woehrle Avenue in the vicinity of Forrestal Court, and a portion of Leverett Avenue between Brookfield Avenue and Colon Avenue (the "Corridor"). The Corridor is located in the Great Kills neighborhood of Staten Island, New York. Excavation for the extension of storm sewers is proposed along the Corridor. The proposed depth of excavation for the work is approximately 10 feet below grade (ftbg). The Phase II SCI was conducted to determine if the Corridor's environmental condition will impact proposed construction activities.

The Corridor is consists of two (2) separate and distinct Corridor areas which for the purpose of this report are designated as follows:

## Forrestal Court Corridor Area

The Forrestal Court Corridor Area is 1,069 feet long and is comprised of the following street segments:

Street Segments	Length (feet)
Forrestal Court from Loring Avenue to the Dead End	165
Loring Avenue from Forrestal Court to Alexander Avenue	272
Alexander Avenue between Loring Avenue and Woehrle Avenue	272
Woehrle Avenue from Alexander Avenue to Waring Avenue	360

## Leverett Avenue Corridor Area

The Leverett Avenue Corridor Area is 238 feet long and is comprised of the following street segment:

A. B. Carlotte and C. Carlotte	1 4 194 37 40 34 4 34 4 34 4 4 4 4 4 4 4 4 4 4 4 4
Street Segments	Length (feet)
	L'engin (leel)
Leverett Avenue from Brookfield Avenue to Colon Avenue	
Bevereu Avenue nom Brookneid Avenue to Colon Avenue	1 238
	250

## 1.1 Summary of Previous Environmental Investigations

No previous environmental investigations, including Phase I Corridor Assessment, have been performed for the Corridor.

## 1.2 Scope of Work

The Phase II SCI consisted of a field investigation, laboratory analyses, and the preparation of this report, which includes tables summarizing the laboratory analytical results and figures depicting boring locations, significant site features and, if applicable, contamination occurrence and distribution. Drilling activities for the field investigation were performed by Aquifer Drilling and Testing, Inc. (ADT) of Mineola, New York. Oversight of drilling activities was performed by LiRo. Laboratory analyses were provided by Chemtech of Mountainside, New Jersey, a NYS Department of Health (NYSDOH) approved laboratory (No. 11376). Field derived Quality Assurance/Quality Control (QA/QC) samples (i.e., field blanks, trip blanks, and duplicates) were not collected for this project. The field investigation was conducted from June 7, 2016 through June 8, 2016 and consisted of the following components:

The advancement of five (5) borings (SB-01 through SB-05) to a terminal depth of 10 ftbg.



- The borings were advanced using a GeoProbe direct push drill rig. Prior to direct push advancement, borings were cleared to a depth of 6 feet using a hand auger and/or a vacuum excavator (Vacex). Soil samples were collected using 4-foot long or 5-foot long, 2-inch diameter Macro Core stainless steel samplers equipped with polyvinyl chloride (PVC) liners. In addition, a Health and Safety Plan was prepared prior to commencing field work.
- Field screening, classification, and identification of soils from the ground surface to the bottom of each boring. Soil samples were visually classified in the field using the Unified Soil Classification System (USCS). Field screening consisted of visual and olfactory indicators of impacts as well as screening with a photoionization detector (PID).
- The collection of one (1) composite and one (1) grab sample from the five (5) soil boring locations (SB-01 through SB-05). The composite samples were comprised of soil from the entire boring column. The grab samples were collected from the bottom 6-inch interval in each boring.
- Laboratory analysis of the composite samples for: (1) Polycyclic Aromatic Hydrocarbons (PAHs) via United States Environmental Protection Agency (USEPA) Method 8270C; (2) Polychlorinated Biphenyls (PCBs) via USEPA Method 3550B/8082; (3) Total Petroleum Hydrocarbon Diesel Range Organics/Gasoline Range Organics (TPHC DRO/GRO) via USEPA Method 8015B; (4) Resource Conservation and Recovery Act (RCRA) Characteristics via USEPA SW-846; and, (5) Toxicity Characteristic Leaching Procedure (TCLP) RCRA Metals via USEPA SW-846.
- Laboratory analysis of the grab samples for TCL volatile organic compounds (VOCs) by USEPA Method 8260B.

### 2.0 CORRIDOR INFORMATION

## 2.1 Corridor Location, Description and Use

The Corridor is located in the Great Kills section of the Borough of Staten Island, New York. The Corridor consists of two (2) separate and distinct Corridor areas which for the purpose of this report are designated as follows:

Forrestal Court Corridor Area

The Forrestal Court Corridor Area is 1,069 feet long and is comprised of the following street segments:

Street Segments	Length (feet)
Forrestal Court from Loring Avenue to the Dead End	165
Loring Avenue from Forrestal Court to Alexander Avenue	272
Alexander Avenue between Loring Avenue and Woehrle Avenue	272
Woehrle Avenue from Alexander Avenue to Waring Avenue	360

#### Leverett Avenue Corridor Area

The Leverett Avenue Corridor Area is 238 feet long and is comprised of the following street segment:

Street Segments	Length (feet)
Leverett Avenue from Brookfield Avenue to Colon Avenue	238

Property usage noted along the Corridor during the inspection consists primarily of residential properties. There were no properties of potential environmental concern noted along the Corridor during the Corridor inspection.

The Corridor is approximately 1,307 feet long. A map of the Corridor area is presented on Figures 1, 2A and 2B.

## 2.2 Description of Surrounding Properties

Property uses surrounding the Corridor are primarily comprised of residential properties and one (1) public school. There were no properties of potential environmental concern noted in the area of, but off, the Corridor.

## 2.3 Corridor and Regional Topographic Setting

Based on a review of the United States Geological Survey (USGS.) 7.5-Minute Quadrangle Map, Arthur Kills, NY, dated 1969, the elevation of the Forrestal Court Corridor ranges from approximately 70 to 80 feet above mean sea level (msl) and the elevation of the Leverett Avenue Corridor is approximately 50 feet msl. The topography across both of the immediate Corridor areas is gently sloping to the north. A copy of the topographic map is presented in Figure 1.



## 2.4 Corridor and Regional Geology

Site and regional geology and hydrogeology are based on information provided in the Geologic Map of New York State (Lower Hudson Sheet) and the USGS "Geologic and Geohydrologic Reconnaissance of Staten Island, New York."

Staten Island is underlain by metamorphic, igneous, and sedimentary bedrock. Ordovician Serpentinite, a metamorphosed portion of ocean crust, is found beneath the eastern and central portions of Staten Island. This rock contains naturally occurring asbestos and can be hazardous if crushed into a fine powder. West of the serpentenite formation, Staten Island is underlain by Mesozoic igneous and sedimentary rocks. A Triassic diabase intrusion, known as the Palisades Sill, intruded the older Triassic sedimentary rocks of the Brunswick Formation which consists of sandstone, siltstone, mudstone, and arkose.

Unconsolidated sediments consisting of glacial, non-marine, and marine facies overlay bedrock over much of Staten Island. The eastern portion of the island is overlain by Cretaceous sediments of the Raritan Formation, which consists of stream and coalescing delta deposits. In general, the Raritan Formation appears to be fluvial in the lower part, marginal marine in the middle, and marine at the top. The formation consists of a fining upward sequence representing a prograding shoreline. The formation has been divided into two (2) units, a lower sand aquifer and a conformable overlying clay unit (the Raritan Confining Unit).

Pleistocene glacial and glaciofluvial sediments as well as recent river, alluvium, and salt marsh deposit overly the bedrock and the Cretaceous Sediments. These sediments consist of glacial till and moraine. A terminal moraine known as the "Harbor Hill Moraine" stretches from Staten Island, through Brooklyn and Queens, and out across Long Island to the tip of Montauk Point. The southern edges of the moraine are marked by hills and elevated areas. In Staten Island, Todt Hill, at 409 feet, the highest point on the Atlantic seaboard south of Maine, is composed of glacial terminal moraine.

The subsurface soils encountered during this Phase II SCI consisted predominantly of silty clay with gravel from 3 to 10 ftbg. Imported fill soil consisting of sandy clay with gravel and cobbles was encountered throughout the Corridor at depths ranging from 0.5 to 6 ftbg. Groundwater was not encountered within any of the on-site borings. Bedrock was not encountered during the Phase II SCI.

## 2.5 Corridor and Regional Hydrogeology

The first unconfined aquifer encountered is the upper glacial aquifer. The depth to the water table varies but generally follows topography. Closer to sea level, groundwater depths can occur five (5) to 10 ftbg. Generally, groundwater flow follows topographic elevation of the area with flow migrating from higher to lower elevations.

Based on the Arthur Kills, New York topographic map and geotechnical boring information provided by DDC, groundwater is anticipated to be present at depths ranging from approximately 11 to greater than 37 ftbg, depending on the location along the Corridor. Groundwater was not encountered within any of the on-site borings (which extended to 10 ftbg) during the LiRo Phase II SCI. The nearest surface water body is Richmond Creek located approximately 4,000 feet down-gradient from the Corridor. Based on elevation, groundwater flow is anticipated to be to the northeast toward Richmond Creek. Groundwater flow direction may also vary due to seasonal fluctuations from precipitation, local usage demands, local variation within subsurface lithology, underground structures, or local dewatering operations.



Based on the information supplied by National Wetlands Inventory, the Corridor areas do not fall within a state or national wetland area. The nearest wetland to the Forrestal Court Corridor area is located approximately 0.08 miles west and is listed as a PEM5Eh freshwater emergent wetland. The nearest wetland to the Leverett Avenue Corridor area is located approximately 0.04 miles northeast and is listed as a R5UBH riverine wetland.

Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) were accessed from the FEMA website. One (1) map panel (Panel 3604970316F, revision 09/05/07) shows that each of the Corridor areas are located outside of any flood hazard.



### 3.0 CORRIDOR EVALUATION

Proposed construction activities at this Corridor include soil excavation and may include dewatering, which in-turn requires that soils and groundwater along the Corridor areas to be characterized to identify material handling requirements (i.e., use of protective equipment) and for material reuse, handling, and/or waste disposal requirements. LiRo provided oversight for the advancement of five (5) soil borings and the collection of soil samples during the field investigation at the designated Corridor areas in the vicinity of the planned construction activities. The soil samples from the borings were transferred into laboratory supplied sample jars and properly labeled. The samples were stored with ice in a cooler to preserve the samples at 4° Celsius prior to and during shipment. A chain-of-custody was prepared prior to sample shipment. A summary of the field observations, including the details of the soil borings, is provided in Table 1.

## 3.1 Soil Quality Investigation

Five (5) borings (SB-01 through SB-05) were advanced to a terminal depth of 10 ftbg, or refusal, whichever was encountered first, using a GeoProbe direct push drill rig. Prior to direct push advancement, borings were cleared to a depth of 6 ftbg using a hand auger and/or a vacuum excavator. Soil samples were collected using 4-foot long or 5-foot long, 2-inch diameter Macro Core stainless steel samplers equipped with polyvinyl chloride (PVC) liners. Soil boring locations are shown on Figure 2. The designations and sampling intervals for the samples that were submitted to the laboratory are included in Table 1. Maps depicting each boring location are included in Appendix A. Boring logs are provided in Appendix B. The locations of each boring are described below:

- SB-01 Located on Alexander Avenue, 71.6 feet east of Woehrle Avenue and 1.6 feet south of the Alexander Avenue curb line.
- SB-02 Located on Loring Avenue, 137.5 feet south of Alexander Avenue and 1.8 feet east of the Loring Avenue curb line.
- SB-03 Located on Woehrle Avenue, 201.9 feet south of Alexander Avenue and 2.1 feet east of the Woehrle Avenue curb line.
- SB-04 Located on Forrestal Court, 107.9 feet east of Loring Avenue and 1.5 feet north of the Forrestal Court curb line.
- SB-05 Located on Leverett Avenue, 73 feet east of Brookfield Avenue and 2 feet south of the Leverett Avenue curb line.

Soil from each boring was classified and examined for visual evidence (i.e., staining, discoloration) and any olfactory indications (i.e., odors) of contamination. Continuous soil samples were collected from each of the borings at 4-foot or 5-foot intervals. Upon sample retrieval, the soils were examined for visual evidence (i.e., staining, discoloration) and any olfactory indications (i.e., odors) of contamination. In addition, a PID was used to screen the soil for VOC vapors.

In order to identify representative conditions relative to the presence of PAHs, PCBs, TPHC DRO/GRO, RCRA Characteristics, and TCLP RCRA metals over the entire soil column in each boring, composite



soil samples were collected by mixing the soil from the entire column in a stainless steel bowl. Boring composite samples were collected from all five (5) soil borings.

In order to identify representative conditions relative to the presence of VOCs, grab soil samples were collected from the bottom 6-inch interval in all five (5) soil borings.



## 3.2 Groundwater Quality Investigation

Groundwater was not encountered during the Phase II SCI; therefore, groundwater samples were not collected.

## 3.3 Laboratory Analyses

The soil samples were submitted to Chemtech of Mountainside, New Jersey, a NYS Department of Health (NYSDOH) approved laboratory (No. 11376). Field derived Quality Assurance/Quality Control (QA/QC) samples (i.e., field blank, trip blank, duplicate) were not collected for this project. Laboratory analytical reports are included in Appendix C.

The grab soil samples were analyzed for USEPA Target Compound List (TCL) volatile organic compounds (VOCs) by Method 8260B. The boring composite soil samples were analyzed for: PAHs via USEPA Method 8270C; (2) PCBs via USEPA Method 3550B/8082; (3) TPHC DRO/GRO via USEPA Method 8015B; (4) RCRA Characteristics via USEPA SW-846; and, (5) TCLP RCRA Metals via USEPA SW-846.

#### 3.4 Data Evaluation

In order to evaluate the subsurface soil quality, the laboratory analytical results of the grab and composite soil samples were compared with the regulatory standards identified in: (1) NYSDEC Subpart 375-6: Remedial Program Unrestricted and Restricted Use (Track 1 and Track 2) Soil Cleanup Objectives (SCOs); (2) NYSDEC CP-51 Soil Cleanup Levels (SCLs) which include Supplemental Soil Cleanup Objectives (SSCOs) to NYSDEC Subpart 375-6 and SCLs for gasoline/fuel oil contaminated soil; and/or, (3) Toxicity Characteristic Regulatory Levels for Hazardous Waste published in RCRA and 6 NYCRR Part 371.

#### 4.0 FINDINGS

This section discusses the analytical data and findings for the activities discussed in Section 3.0. Boring logs can be found in Appendix B. Complete analytical data reports are included in Appendix C.

#### 4.1 Field Screening

Field screening (i.e., PID readings and visual and olfactory observations) did not identify impacted soils within the Corridor. Refer to Table 1 for a summary of environmental boring data.

## 4.2 Soil and Groundwater Laboratory Analytical Results

#### 4.2.1 Volatile Organic Compounds (VOCs) in Soil

VOCs were not detected in in any of the five (5) grab samples collected. Refer to Table 2 for a summary of the TCL VOC analysis.

## 4.2.2 Polycyclic Aromatic Hydrocarbons (PAHs) in Soil

PAHs were not detected in any of the five (5) composite samples collected. Refer to Table 3 for a summary of the TCL PAH analysis.

#### 4.2.3 Polychlorinated Biphenyls (PCBs) in Soil

PCBs were not detected in any of the 5 composite samples collected. Refer to Table 4 for a summary of the PCB analysis.

# 4.2.4 Toxicity Characteristic Leaching Procedure (TCLP) Resource Conservation and Recovery Act (RCRA) Metals in Soil

TCLP RCRA metals were detected in each of the five (5) composite samples collected. Barium was detected in all five (5) composite samples and selenium was detected in one (1) composite sample (SB-02), all below their corresponding 6 NYCRR Part 371 and RCRA standards. Based on their consistency, most of the detected concentrations are attributed to background levels. Refer to Table 5 for a summary of TCLP RCRA metals detections.

## 4.2.5 Waste Characterization of Soil

Ignitability (flash point), reactivity (cyanide and sulfide), and corrosivity (pH) were within the acceptable RCRA ranges. TPHC-DRO was detected at concentrations ranging from approximately 2.868 mg/kg to 5.129 mg/kg in each of the five (5) samples collected. TPHC-GRO was not detected in any of the 5 samples collected. There are no regulatory standards for TPHC-DRO and TPHC-GRO. Analytical results will need to be compared to levels acceptable by the chosen receiving facility to determine appropriate waste Characterization prior to off-site disposal. Refer to Table 5 for a summary of TCLP parameters, RCRA Characteristics, and TPHC DRO/GRO results.



## 4.2.6 Analysis of NYCDEP Parameters in Groundwater

Groundwater was not encountered during the Phase II SCI; therefore, groundwater samples were not collected.

#### 5.0 CONCLUSIONS AND RECOMMENDATIONS

Based on the evaluation of the field screening data and the laboratory analytical results, and a comparison to applicable regulatory standards, the following conclusions are presented:

- Field screening (i.e., PID readings and visual and olfactory observations) did not identify any petroleum-impacted soils within the Corridor;
- Laboratory analytical results identified TPHC-DRO impacted soils throughout the Corridor. The presence of elevated concentrations of TPHC-DRO in subsurface soils is attributed primarily to: (a) residuals from releases of petroleum products in the vicinity of the Corridor areas; and/or, (b) contaminants in historic fill material placed on the Corridor;
- The subsurface soil samples collected from the Corridor did not exhibit hazardous waste characteristics; and,
- Since groundwater was not encountered, no groundwater samples were collected;

Based on the results of the field investigation and laboratory analytical results, LiRo recommends the following:

- The Contract documents should identify provisions and a contingency for managing, handling, transporting and disposing of non-hazardous soil. The Contractor should be required to submit a Material Handling Plan, to identify the specific protocol and procedures that will be employed to manage the waste in accordance with applicable regulations;
- Due to the presence of TPHC-DRO in the investigated Corridor areas, dust control procedures are recommended during excavation activities to minimize the creation and dispersion of fugitive airborne dust. The Contractor may implement dust control measures to minimize potential airborne contaminants released as a direct result of construction activities;
- Groundwater was not encountered during the Phase II SCI activities. However, if
  dewatering is necessary, samples should be collected and analyzed for NYCDEP Sewer Discharge
  Limitations. Depending on those results, groundwater may require pre-treatment prior to discharge.
  Should dewatering be necessary during construction activities within the Corridor, the contractor
  should be required to obtain an NYCDEP sewer discharge permit;
- If discharge into storm sewers is required during dewatering, it may be done under the appropriate NYSDEC State Pollutant Discharge Elimination System (SPDES) permit. Additional sampling and laboratory analysis may be required to satisfy NYSDEC requirements prior to discharge into storm sewers; and,



Before beginning any excavation activity, the contractor shall submit a Corridor-specific health and safety plan (HASP) that will meet the requirements set forth by the Occupational, Safety and Health Administration (OSHA), the New York State Department of Health (NYSDOH) and any other applicable regulations. The HASP should identify the possible locations and risks associated with the potential contaminants that may be encountered, and the administrative and engineering controls that will be utilized to mitigate concerns (i.e., dust control procedures).



## 6.0 STATEMENT OF LIMITATIONS

The data presented and the opinions expressed in this report are qualified as stated in the attachment to this section of the report.

Report Prepared By:

Jon Williams Senior Geologist

Report Reviewed By:

Bruce Przybyl Senior Geologist

Report Reviewed By:

Robert Kreuzer

Project Manager



## STATEMENT OF LIMITATIONS

The data presented and the opinions expressed in this report are qualified as follows:

The sole purpose of the investigation and of this report is to assess the physical characteristics of the Corridor with respect to the presence or absence in the environment of oil or hazardous materials, to defined substances in the applicable state and federal environmental laws, to regulate and to gather information regarding current and past environmental conditions at the Corridor.

LiRo derived the data in this report primarily from visual inspections, examination of records in the public domain, interviews with individuals with information about the Corridor, and a limited number of subsurface explorations made on the dates indicated. The passage of time, manifestation of latent conditions or occurrence of future events may require further exploration at the Corridor, analysis of the data, and reevaluation of the findings, observations, and conclusions expressed in the report.

In preparing this report, LiRo has relied upon and presumed accurate certain information (or the absence thereof) about the Corridor and adjacent properties provided by governmental officials and agencies, the Client, and others identified herein. Except as otherwise stated in the report, LiRo has not attempted to verify the accuracy or completeness of any such information.

The data reported and the findings, observations, and conclusions expressed in the report are limited by the Scope of Services, including the extent of subsurface exploration and other tests. The Scope of Services was defined by the requests of the Client, the time and budgetary constraints imposed by the Client, and the availability of access to the Corridor.

Because of the limitations stated above, the findings, observations, and conclusions expressed by LiRo in this report are not, and should not be considered, an opinion concerning the compliance of any past or present owner or operator of the Corridor with any federal, state or local law or regulation. No warranty or guarantee, whether express or implied, is made with respect to the data reported or findings, observations, and conclusions expressed in this report. Further, such data, findings, observations, and conclusions are based solely upon Corridor conditions in existence at the time of investigation.

This report has been prepared on behalf of and for the exclusive use of the Client, and is subject to and issued in connection with the Agreement and the provisions thereof.



## **TABLES**

TABLE 1 – SUMMARY OF ENVIRONMENTAL BORING DATA
TABLE 2 – SUMMARY OF TCL VOCs DETECTED IN SOIL
TABLE 3 – SUMMARY OF PAHs DETECTED IN SOIL
TABLE 4 – SUMMARY OF PCBs DETECTED IN SOIL
TABLE 5 –SUMMARY OF WASTE CHARACTERIZATION IN SOIL



New York City Department of Design and Construction Phase II Subsurface Corridor Investigation Report Storm Sewer Extension in Forrestal Court - Staten Island, NY

Table 1. Summary of Environmental Boring Data
Phase II Subsurface Corridor Investigation for Storm Sewer Extension in Forrestal Court
Forrestal Ct., Loring Ave., Leverett Ave., Staten Island, New York

Other Comments	No petroleum odors, visual evidence or impact, or elevated	PID readings were detected.	No petroleum odors, visual evidence or impact, or elevated	PID readings were detected.	No petroleum odors, visual evidence or impact, or elevated	PID readings were detected.	No petroleum odors, visual evidence or impact, or elevated	PID readings were detected.	No petroleum odors, visual evidence or impact, or elevated	PID readings were detected.
Total Depth (ftbg)	100	2	100	0.0	10.0	0.0	100	2.	10.0	0.01
Depth to Water (ftbg)	Ý.	<u> </u>	VIA	<u> </u>	γi	<u> </u>	VIV	<u> </u>	VIV	<u> </u>
Total PCBs (ug/kg)	NA	QN	NA .	Q	ΑĀ	QN	NA	ND	NA	ND
Total PAHs (ug/kg)	NA	QΝ	Ν	Q	¥	Q	NA	QN	ΑN	ND
Total VOCs (ug/kg)	GN	NA	QN	ΑĀ	QN	ΑN	ΩN	NA	QN	ΝA
Sample Interval (ftbg)	9.5-10	0.5-10	9.5-10	0.5-10	9.5-10	0.5-10	9.5-10	0.5-10	9.5-10	0.5-10
(mdd)	Ţ	7	7	7	7	<del>,</del>	7	7		<del>,</del>
Sample ID	SB-01-9.5-10	SB-01-COMP	SB-02-9.5-10	SB-02-COMP	SB-03-9,5-10	SB-03-COMP	SB-04-9.8-10	SB-04-COMP	SB-05-9.5-10	SB-05-COMP
Boring No.	0 00	0-00	20	20-0S	50 03	20-05	20 03	- do	30 03	3D-03

## Notes:

All composite soil samples were analyzed for Polycyclic Aromatic Hydrocarbons (PAHs), Target Compound Liust (TCL) Polychlorinated Biphenyls (PCBs), Total Petroleum Hydrocarbon (TPHC) Diesel Range Organics/Gasoline Range Organics (TPHC DRO/GRO), Resource Conservation and Recovery Act (RCRA) Characteristics, and Toxicity Characteristics, and Loxicity Characteristics, and Loxicity Characteristic Leaching Procedure (TCLP) RCRA Metals.

NA = Not Analyzed/Not Applicable

ND = Non detect

NU = Non detect ftbg = feet below grade surface

ppm = parts per million (or mg/kg) ug/kg = microgram per kilogram

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29-Jun-16 Work Order Letter No. 11603-LIRO-3-10594 New York City Department of Design and Construction
Phase II Subsurface Corridor Investigation Report
Storm Sewer Extension in Forrestal Court - Staten Island, NY

Table 2. Summary of Target Compound List (TCL) Volatile Organic Compounds (VOCs) Detected in Soil Phase II Subsurface Corridor Investigation for Storm Sewer Extension in Forrestal Court Forrestal Ct., Loring Ave., Leverett Ave., Staten Island, New York

	Part 375-6.8 (a)	Part 375-6.8 (b)						
	Unrestricted Use	Restricted Use (Track	CP-51 Soil		Sample ID, Dat	e Collected, an	Sample ID, Date Collected, and Depth (ftbg)	
TCL VOC	(Track 1)		Cleanup Levels SB-01-9.5-10   SB-02-9.5-10   SB-03-9.5-10   SB-04-9.5-10   SB-05-9.5-10	SB-01-9.5-10	SB-02-9.5-10	SB-03-9.5-10	SB-04-9.5-10	SB-05-9.5-10
	Soil Cleanup	Cleanup Objectives	(SCLs)	6/8/2016	6/8/2016	6/8/2016	6/8/2016	6/8/2016
	Objectives (SCOs)	(SCOS)	,	9.5-10	9.5-10	9.5-10	9.5-10	9.5-10
Total VOCs	NS	NS	SN	QN	QN	QN	QN	N

# Notes:

All concentrations are reported in parts per billion (ppb or ug/kg)

ftbg = feet below grade surface

NS = No Standard

ND = Compound not detected above method detection limit (see attached lab report for mdl's)

CP-51 Soil Cleanup Levels (SCLs) = New York State Department of Environmental Conservation (NYSDEC) CP-51 - Soil Cleanup Guidance (CP-51) (October 21, 2010) SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006)

BOLD = Concentration exceeds NYSDEC CP-51 SCLs Table 1 - Supplemental Soil Cleanup Objectives (Residential), Table 2 - SCLs for Gasoline Contaminated Soils, Table 3 - SCLs for Fuel oil Contaminated Soil

Shading = Concentration exceeds Whrestricted Use (Track 1) Soil Cleanup Objectives

trading — concentration exceeds Restricted Use (Track 2) Residential Soil Cleanup Objectives

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New York City Department of Design and Construction Phase II Subsurface Corridor Investigation Report Storm Sewer Extension in Forrestal Court - Staten Island, NY

Table 3. Summary of Polycyclic Aromatic Hydrocarbons (PAHs) Detected in Soil Phase II Subsurface Corridor Investigation for Storm Sewer Extension in Forrestal Court Forrestal Ct., Loring Ave., Leverett Ave., Staten Island, New York

	Part 375-6.8 (a)	Part 375-6.8 (b) Restricted Use (Track	CP-51 Soil	S	Sample ID, Date Collected, and Depth (ftbg)	Collected, an	d Depth (ftbg)	
TCL SVOC	(Track 1)	2) Residential Soil	ਹ	SB-01-Comp	SB-02-Comp	SB-03-Comp	SB-04-Comp	SB-05-Comp
)	Soil Cleanup	Cleanup Objectives	(SCLs)	6/8/2016	6/8/2016	6/8/2016	6/8/2016	6/8/2016
	Objectives (SCOs)	(SCOs)		0.5-10	0.5-10	0.5-10	0.5-10	0.5-10
Total PAHs	NS	SN	SN	QN	QN	ΩN	QN	ND

# Notes:

All concentrations are reported in parts per billion (ppb or ug/kg)

ftbg = feet below grade surface

VD = Compound not detected above method detection limit (see attached lab report for mdl's)

NS = No Standard

PAHs = Polycyclic Aromatic Hydrocarbons

CP-51 Soil Cleanup Levels (SCLs) = New York State Department of Environmental Conservation (NYSDEC) CP-51 - Soil Cleanup Guidance (CP-51) (October 21, SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006). 2010).

BOLD = Concentration exceeds NYSDEC CP-51 SCLs Table 1 - Supplemental Soil Cleanup Objectives (Residential), Table 2 - SCLs for Gasoline

Contaminated Soils, Table 3 - SCLs for Fuel oil Contaminated Soil Shading ≓ Concentation exceeds Untestricted Use (Track 1), Soil Cleanup Objectives:

strauting = Concentration exceeds Restricted Use (Track 2) Residential Soil Cleanup Objectives

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Table 4. Summary of Polychlorinated Biphenyls (PCBs) Detected in Soil Phase II Subsurface Corridor Investigation for Storm Sewer Extension in Forrestal Court Forrestal Ct., Loring Ave., Leverett Ave., Staten Island, New York

	_	Г	T	T	
	SB-05-Com	6/8/2016	0.5-10	CIN	2
nd Depth (ftbg	SB-04-Comp	6/8/2016	0.5-10	CZ	2
Sample ID, Date Collected, and Depth (ftbg)	SB-03-Comp	6/8/2016	0.5-10	CN	)
ample ID, Dat	SB-02-Comp	6/8/2016	0.5-10	Q	
S	SB-01-Comp	6/8/2016	0.5-10	QN	
t 375-6.8 (b) sted Use (Track CP-51 Soil Cleanum		SN			
Part 375-6.8 (b) Restricted Use (Track	(SCOS)	1,000			
Part 375-6.8 (a) Unrestricted Use	(Irack 1)	Soil Cleanup	Objectives (SCUS)	100	
PCBs				Total PCBs	

# Notes:

All concentrations are reported in parts per billion (ppb or ug/kg)

ftbg = feet below grade surface

ND = Compound not detected above method detection limit (see attached lab report for mdl's)

NS = No Standard

CP-51 Soil Cleanup Levels (SCLs) = New York State Department of Environmental Conservation (NYSDEC) CP-51 – Soil Cleanup Guidance (CP-51) (October SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006). 21, 2010).

BOLD = Concentration exceeds NYSDEC CP-51 SCLs Table 1 - Supplemental Soil Cleanup Objectives (Residential), Table 2 - SCLs for Gasoline Contaminated Soils, Table 3 - SCLs for Fuel oil Contaminated Soil

Shading = Concentration exceeds Unrestricted Use (Track 1) Soli Cleanup Objectives

Italicized = Concentration exceeds Restricted Use (Track 2) Residential Soil Cleanup Objectives

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New York City Department of Design and Construction Phase II Subsurface Corridor Investigation Report Storm Sewer Extension in Forrestal Court - Staten Island, NY

Table 5. Summary of Waste Characterization in Soil Phase II Subsurface Corridor Investigation for Storm Sewer Extension in Forrestal Court Forrestal Ct., Loring Ave., Leverett Ave., Staten Island, New York

			Sample ID, Da	Sample ID, Date Collected, and Depth (ftbg)	d Depth (ftbg)	
Parameter	6 NYCRR Part 371	SB-04-Comp	SR-02-Comp	SB-02-Comp   SB-03-Comp   SB-04-Comp	SB-04-Comp	SB-05-Comp
		6/8/2016	6/8/2016	6/8/2016	6/8/2016	1
		0.5-10	0.5-10	0.5-10	0.5-10	0.5-10
METALS <sup>1</sup>	ng/L					
Barium	100,000	1,220	1,960	935	1,430	1,390
Selenium	1,000	QN	55.1 J	ND	QN	QN
MISC. PARAMETERS (units)						
Reactivity Sulfide (mg/kg)	200	21	19	19	22	14
	2-12.5	8.07	8.72	5.72	90'6	69'9
Ignitability	<140 °F	Š	No	No	oN	No
TPHC Diesel Range Organics (mg/kg)	SN	2.868	3.170	2.873	3.814	5.129
1 =	SN	ND	ND	QN	ΩN	ΩN

## Notes:

ftbg = feet below grade surface

NS = No Standard

ND = Compound not detected above method detection limit (see attached lab report for mdl's)

SU = Standard unit

J = Estimated value

mg/Kg = milligram per kilogram

ug/L = microgram per liter °F = Degrees Fahrenheit

The Degrees Fanrennel

1 = TCLP RCRA Metals

Shading = Concentration exceeds 6 NYCRR Part 371 and RCRA Toxicity, Characteristic Regulatory Levels for Hazardous Waste.

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FIGURE 1 – TOPOGRAPHIC CORRIDOR LOCATION MAP

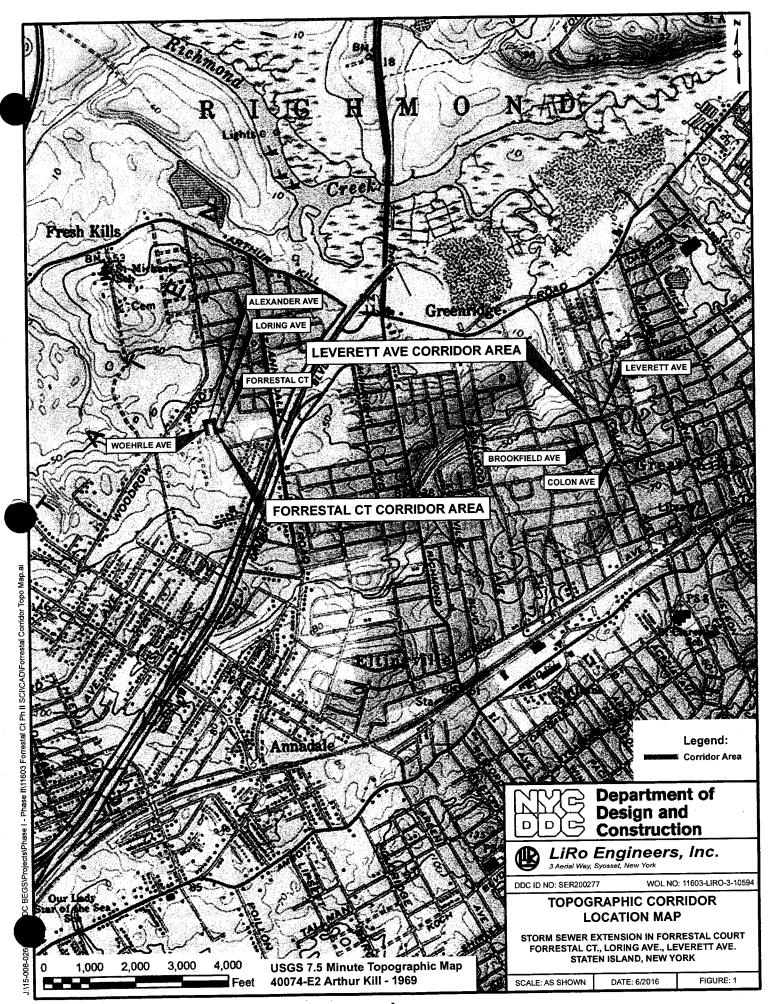
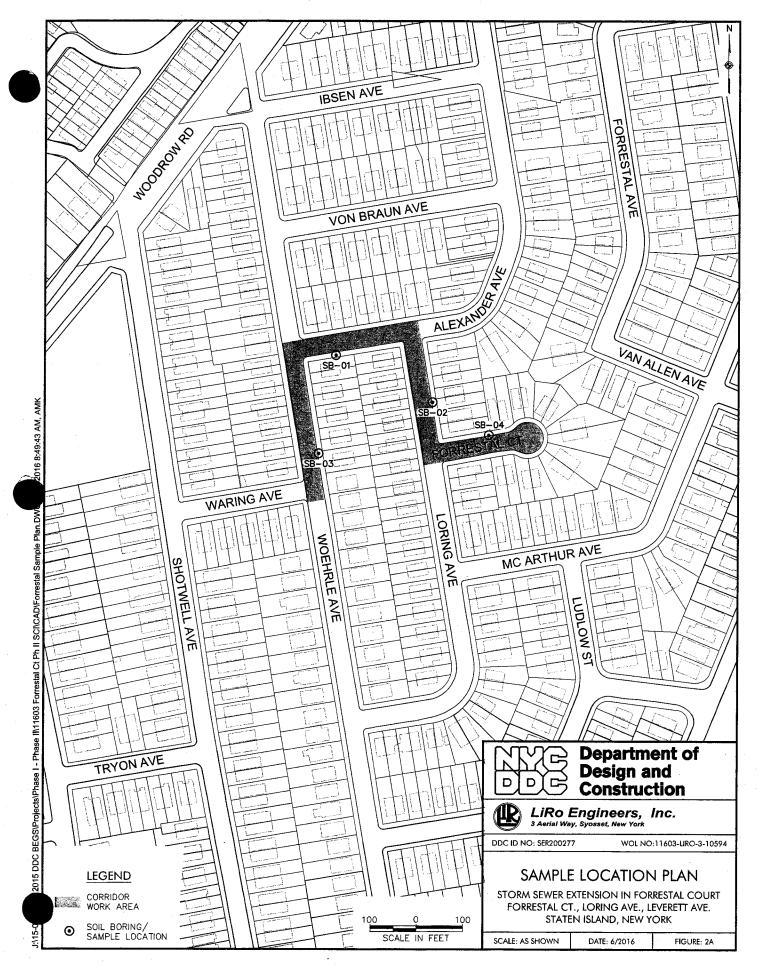
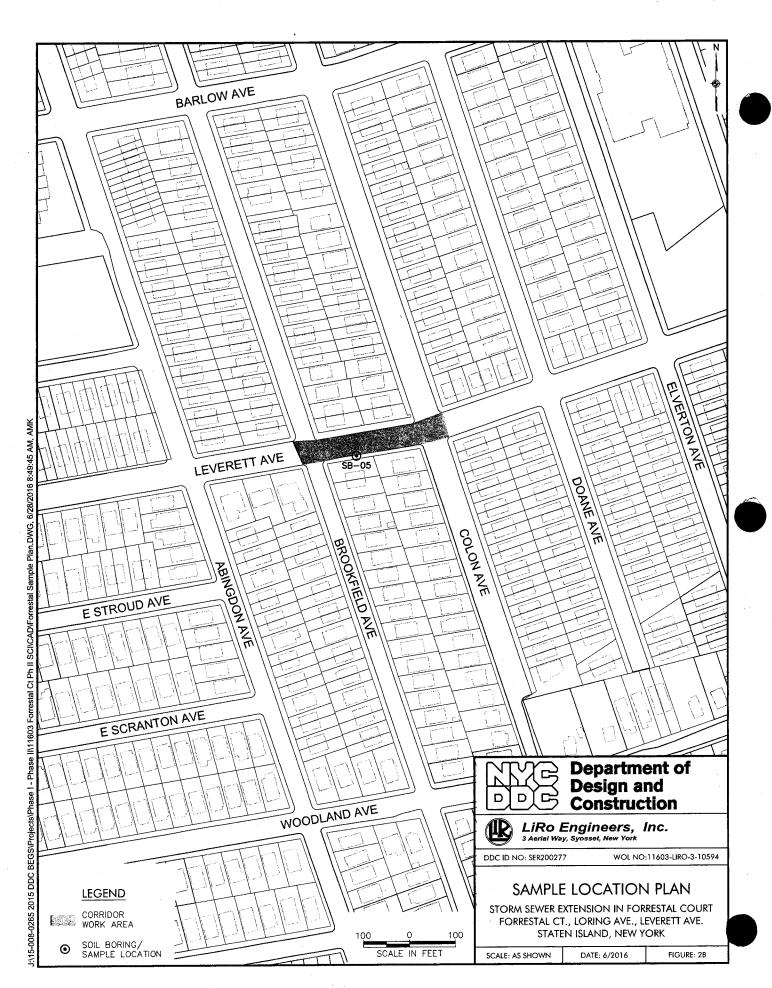




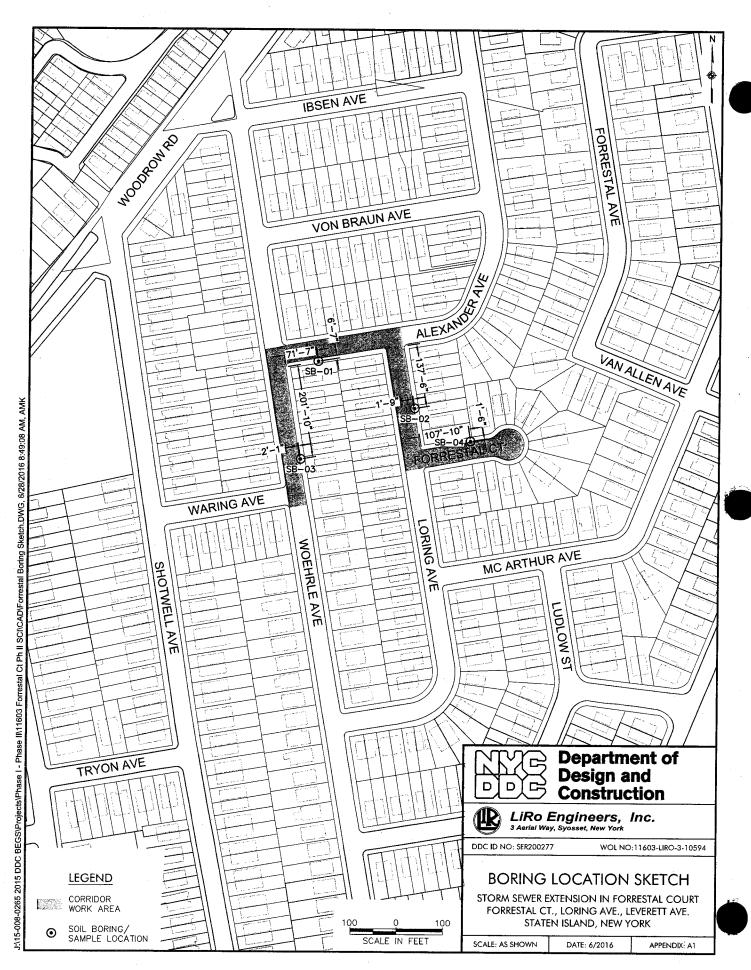
FIGURE 2 – SAMPLE LOCATION PLAN

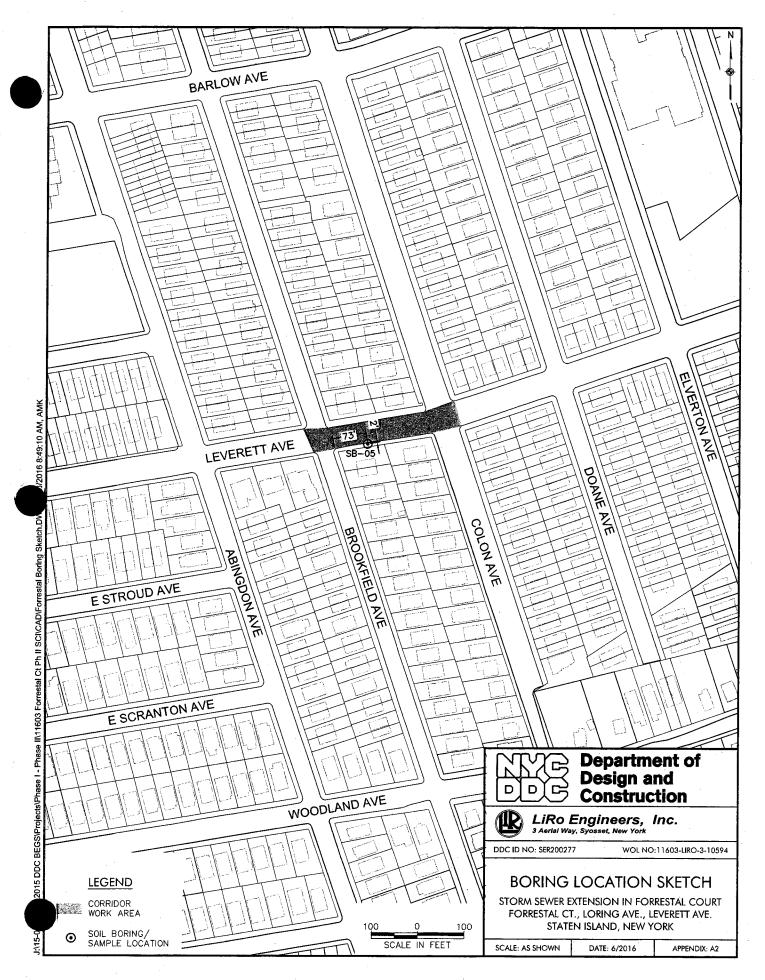






### APPENDIX A BORING LOCATION SKETCHES







### APPENDIX B GEOLOGIC BORING LOGS

DEPTH	ONTRAC	NYCDDO TOR: NA LEVI	C BEG		- Forrestal	Ct CAS.	SAMPLER 5' long Macros  CONSISTENCY	TUBE	BORING NO: SHEET: JOB NO.: LOCATION: GROUND ELEVATION: DATE STARTED: DATE FINISHED: DRILLER: GEOLOGIST: REVIEWED BY:	Alexa NA June June Germ	11 1 0f 5 11603 11603 11604 11603 11604 11
ENT: RING CO COUNDW/ DATE  DEPTH FEET S	DNTRAC ATER: I	NYCDDO TOR: NA LEVI SAN "S"	EL PLE	GS - SER2 ADT  TYPE NA  BLOWS	TYPE DIA. WT. FALL REC%	CAS.	5' long Macros		SHEET:  JOB NO.:  LOCATION:  GROUND ELEVATION:  DATE STARTED:  DATE FINISHED:  DRILLER:  GEOLOGIST:	Alexa NA June June Germ	11603 nder Ave 7, 2016 8, 2016 an Torres
ENT: RING CO COUNDW/ DATE  DEPTH FEET S	DNTRAC ATER: I	NYCDDO TOR: NA LEVI SAN "S"	EL PLE	GS - SER2 ADT  TYPE NA  BLOWS	TYPE DIA. WT. FALL REC%	CAS.	5' long Macros		JOB NO.: LOCATION: GROUND ELEVATION: DATE STARTED: DATE FINISHED: DRILLER: GEOLOGIST:	NA June June Germ	nder Ave 7, 2016 8, 2016 an Torres
COUNDW/DATE	ONTRAC	TOR: NA LEVI  SAN "S"	EL IPLE "N"	TYPE NA BLOWS	TYPE DIA. WT. FALL		5' long Macros		LOCATION: GROUND ELEVATION: DATE STARTED: DATE FINISHED: DRILLER: GEOLOGIST:	NA June June Germ	7, 2016 8, 2016 an Torres
DEPTH FEET S	TIME	SAN	EL IPLE "N"	TYPE NA BLOWS	DIA. WT. FALL		5' long Macros		DATE STARTED: DATE FINISHED: DRILLER: GEOLOGIST:	June June Germ	8, 2016 an Torres
DEPTH FEET S	TIME	SAN	IPLE "N"	NA BLOWS	DIA. WT. FALL		5' long Macros	DESCRI	DATE FINISHED: DRILLER: GEOLOGIST:	June Germ	8, 2016 an Torres
DEPTH FEET S		SAN	IPLE "N"	NA BLOWS	DIA. WT. FALL	COLOR	CONCICTENCY	DESCRI	DRILLER: GEOLOGIST:	Germ	an Torres
FEET S	STRATA	"S"	"N"	BLOWS	FALL REC%	COLOR	CONSISTENCY	DESCRI	GEOLOGIST:		
FEET S	STRATA	"S"	"N"		REC%	COLOR	CONCICTENCY	DESCRI		Marti	n Donovan
FEET S	STRATA	"S"	"N"			COLOR	CONCICTENCY	DESCRI	REVIEWED BY:		<del></del>
FEET S	STRATA	"S"	"N"			COLOR	CONCICTENCY	DESCRI			i
FEET S	STRATA		1			COLOR	CONCICTEMOV				S REMARKS
	STRATA	NO.	NO.	PER 6"	RQD%	COLOR	CONSISTENCY		MATERIAL	USC	S REMARKS
1						OULON	HARDNESS		DESCRIPTION		<b>_</b>
					1		,				the CA
			1		1		Very Dense	0	5-5.0': Sandy Clay with gravel	FILI	Hand cleared to 6 ftl
					NA	Red					Moist
- T	<del>╻</del> ┼┼┼┼┼				1		1				
5					1		Very Soft		5-6': Clayey Sand		7
					-		Very Soit				
					-		1			sc	0.0ppm
					80%	Red	Medium to Dense		6-10': Sand and Clay		Moist
					<u>.</u>		Delise		21		
10											_
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35										45.000	0266
`ommont	e: Grab c	ample o	ollecte	d @ 95-1	10.0 ftha fo	r VOCs. Com	posite sample co	llected from	PROJECT NO.: BORING NO.: SB-01	15-008-	0205

LIK			1	LiRo	Eng	ineers	, Inc.		TEST B	ORING	LOG
	<u> </u>								BORING NO:	SB-02	2
PROJECT	T: Ph II			GS - 11603		al Ct			SHEET:		2 Of 5
CLIENT:		NYCDI	OC - BE	GS - SER	200277				JOB NO.:		11603
	CONTRAC			ADT			· · · · · · · · · · · · · · · · · · ·		LOCATION:	Loring	Ave
	WATER:				T	CAS.	SAMPLER	TUBE	GROUND ELEVATION:	NA	
DATE	TIME	LE\	/EL	TYPE	TYPE		5' long Macros		DATE STARTED:	June 7	
				NA NA	DIA. WT.		-		DATE FINISHED:	June 8	
	<b>†</b> – †				FALL				DRILLER:		n Torres
					IALL		<del></del> 1		GEOLOGIST: REVIEWED BY:	Martin	Donovan
		SA	MPLE					DESCRIP		<del></del>	<u> </u>
DEPTH		"S"	"N"	BLOWS	REC%		CONSISTENCY	DECOR	MATERIAL	uscs	DEMADIVE
FEET	STRATA	NO.	NO.	PER 6"	RQD%	COLOR	HARDNESS		DESCRIPTION	0303	REMARKS
1	11111								DECONATION		
					ĺĺ		Dense	. 0	5-3.0': Clayey Silt with gravel.		
					1			0.	o o.o. olayey olit with graver.	FILL	Hand cleared to 6 ftb
	1777777			_	NA	Red	<del> </del>				0.0ppm
5	//////						Very Dense		2 Ch Cills Ol	ı	Moist
<u> </u>	///////		ŀ	<del>-  </del> -			very Dense		3-6': Silty Clay with gravel.	1	
	//////										
	7/////		ŀ			•				CL	
	7/////	Í	-		80%	Red	Dense to Very		6-10': Silty Clay with gravel.	ĺ	0.0ppm
——/	///////	ł			ļ		Dense	•	To to only only with graver.		Moist
10	//////										
		ļ	L		- 1			Endo	d boring @ 10 ftbg as planned.		
	ł	ĺ	Ĺ		ł		L	Lilde	u bonng @ 10 llbg as planned.	j i	
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								1	20 (505 ) (0		
iments: (	Grab samp	ole colle	cted @	9.5 - 10.0	ftbg for VC	Cs. Composi	te sample collecte			5-008-0265	
ο.υ πο sification	og for rema n System (l	uning pa USCS)	aramete	ers. Soil wa	s classified	according to	the Unified Soil	180	ORING NO.: SB-02		

71			L	iko .	Ŀngi	neers	, inc.				
									BORING NO:	SB-03	
ROJECT	: Ph II	NYC DI	C BEC	GS - 1160:	3 - Forrestal	Ct			SHEET:	3	Of 5
LIENT:				GS - SER	200277				JOB NO.:		11603
	CONTRAC			ADT					LOCATION:	Woehrle	AVE
ROUND	WATER:				<del></del>	CAS.	SAMPLER	TUBE	GROUND ELEVATION:	NA	
DATE	TIME	LEV	EL	TYPE	TYPE		5' long Macros		DATE STARTED:	June 7,	
	ļ			NA	DIA.				DATE FINISHED:	June 8, Germar	
	<b></b>				WT.				DRILLER: GEOLOGIST:		Donovan
	<del>                                     </del>			·	FALL				REVIEWED BY:	maran	Johovan
	1	CAI	4DLC		<del> </del>			DESCRIP		1	
	<u> </u>	"S"	WPLE "N"	DI OMIC	REC%		CONSISTENCY	DESCRIP	MATERIAL	uscs	REMARKS
DEPTH		-		BLOWS	<del></del>	COLOR	HARDNESS		DESCRIPTION		
FEET	STRATA	NO.	NO.	PER 6"	RQD%	COLOR	HARDNESS :		DESCRIPTION	+	
1	[				-						
	<u> </u>				1 1						Hand cleared to 6 ft
	####				NA I	Red	Dense	0.5-4.	5'; Sandy Clay with some cobble.	FILL	0.0ppm
					_ ````					1	Moist
5	]####										
	V////I		[			Grey	Medium	4	.5-6': Sandy Clay with gravel.		
	V/////										
	V/////				1		Dense to Very		0.401.034.01	CL	0.0ppm
	Y/////				80%	Red	Dense		6-10': Silty Clay with gravel.		Moist
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	-				-			End	ed boring @ 10 ftbg as planned.		
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35						<u> </u>	<u> </u>	<u> </u>	I	15.000.000	<u> </u>
		mala a	ماممهما		0 0 fth a for	VOCe Comp	osite sample colle	ected from	PROJECT NO.: BORING NO.: SB-03	15-008-02 <del>0</del>	00

(K			1	iRo	Eng	ineers	, Inc.		TEST BO		
220	. D. II	10/0.0	20.55						BORING NO:	SB-04	
PROJECT					3 - Forresta	al Ct			SHEET: 4 Of 5		
CLIENT: BORING			JC - BE	GS - SEF	R200277				JOB NO.: 11603		
			-	ADT					LOCATION:	Forrest	al Ct.
GROUND DATE	_		/F1	TVDE	TVDE	CAS.	SAMPLER		GROUND ELEVATION:	NA	
DATE	TIME	LEV	EL	TYPE	TYPE		5' long Macros		DATE STARTED:	June 7,	
·				NA	DIA.		· <del>                                      </del>		DATE FINISHED:	June 8,	
					WT.				DRILLER:		n Torres
					FALL	L	<u>. L </u>		GEOLOGIST: REVIEWED BY:	Martin	Donovan
		SAI	MPLE		<del> </del>			DESCRIP		<del></del>	T
DEPTH		"S"	"N"	BLOWS	REC%		CONSISTENCY	DESCRIP	MATERIAL	USCS	REMARKS
FEET	STRATA	NO.	NO.	PER 6"	RQD%	COLOR	HARDNESS			0363	KEMAKKS
	JIKAIA	110.	110.	TEK U	KQD76	COLOR	HARDNESS		DESCRIPTION		
1					NA NA	Red	Dense	0.8	5-3.0': Clayay Silt with gravel.	FILL	Hand cleared to 6 ftbg 0.0ppm
5							Very Dense	3.	0-6.0': Silty Clay with gravel.		Moist
10					60%	Red	Dense to Very Dense	6	S-10': Silty Clay with gravel.	CL	0.0ppm Moist
								Ende	d boring @ 10 ftbg as planned.		
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						I		I.	PO IECT NO · 4	5 000 000	-
Comments: 0.5 - 10.0 ft Classificatio	bg for rem	aining p	parame	@ 9.5 - 10 ters. Soil	.0 ftbg for V was classifi	OCs. Composed according	site sample collect to the Unified Soil	leo irom 🛏	ROJECT NO.: 1 ORING NO.: SB-04	5-008-0265	

			I	iRo	Engi	ineers	, Inc.		TEST B	ORING I	LOG
						•			BORING NO:	SB-05	j
PROJECT	r: Ph II	NYC D	DC BE	GS - 1160	3 - Forresta	al Ct			SHEET: 5 Of 5		
CLIENT:		NYCDI	DC - BE	GS - SER	200277				JOB NO.:		11603
ORING (	CONTRAC	TOR:		ADT					LOCATION:	Leverti	
ROUND	WATER:	NA				CAS.	SAMPLER	TUBE	GROUND ELEVATION:	NA	
DATE	TIME	LEV	/EL	TYPE	TYPE		5' long Macros		DATE STARTED:	June 7	, 2016
				NA .	DIA.				DATE FINISHED:	June 8	, 2016
					WT.				DRILLER:	Germa	n Torres
					FALL		<u> </u>		GEOLOGIST:	Martin	Donovan
	ļl								REVIEWED BY:		<del>,</del>
DEDTIL			MPLE	51 5115				DESCRIP			
DEPTH		"S"	"N"	BLOWS	REC%		CONSISTENCY		MATERIAL	USCS	REMARKS
FEET	STRATA	NO.	NO.	PER 6"	RQD%	COLOR	HARDNESS		DESCRIPTION		
5					NA	Red and Grey	Very Dense	0.1	5-6.0': Clay with some cobble.	FILL	Hand cleared to 6 ftb 0.0ppm Moist
10					60%	Red	Very Dense	1	6-10': Silty Clay with gravel.	CL	0.0ppm Moist
								Ende	ed boring @ 10 ftbg as planned.		
15											
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- 10.0 fl	: Grab san tbg for rem on System	aining	parame	@ 9.5 - 10 eters. Soil	.0 ftbg for V was classifi	OCs. Compo ed according	site sample collecto the Unified Soil	ten nom 🕨	PROJECT NO.: BORING NO.: SB-05	15-008-026	5

(NO TEXT ON THIS PAGE)

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

## **ADDENDA CONTROL SHEET**

BID OPENING DATE: DECEMBER 16,	2016	
PROJECT NO.: SER200277		
TITLE: FOR THE CONSTRUCTION OF STO APPURTENANCES IN WOEHRLE, E	RM SEWERS AND TC	<u>)</u>
ADDENDA ISSUED	No. OF DRAWINGS	DATE
#1: Additional Amendments		11/17/2016
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	A A A A A A A A A A A A A A A A A A A	

#### ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: SER200277

CONSTRUCTION OF STORM SEWERS AND APPURTENANCES IN WOEHRLE AVENUE BETWEEN ALEXANDER AVENUE AND WARING AVENUE; ALEXANDER AVENUE BETWEEN WOEHRLE AVENUE AND LORING AVENUE; LORING AVENUE BETWEEN ALEXANDER AVENUE AND FORRESTAL COURT; FORRESTAL COURT BETWEEN LORING AVENUE AND COLON AVENUE LEVERETT AVENUE BETWEEN BROOKFIELD AVENUE AND COLON AVENUE

CONSTRUCTION OF SANITARY SEWERS AND APPURTENANCES IN FORRESTAL COURT BETWEEN LORING AVENUE AND DEAD END; LORING AVENUE BETWEEN ALEXANDER AVENUE AND FORRESTAL COURT

REPLACEMENT OF WATER MAINS AND APPURTENANCES IN LEVERETT AVENUE BETWEEN BROOKFIELD AVENUE AND COLON AVENUE

Together With All Work Incidental Thereto BOROUGH OF STATEN ISLAND CITY OF NEW YORK ADDENDUM NO. 1

DATED: November 17, 2016

This Addendum is issued for the purpose of amending the requirements of the contract documents and is hereby made part of said contract documents to the same extent as if it was originally included therein.

(1) Refer to the Bid and Contract Documents, VOLUME 3 OF 3, U- PAGES, ITEM NUMBER CET 1006V, pages UI-17 and UI-20;

Delete ITEM NUMBER CET 1006V in its entirety.

By signing in the space provided below, the bidder acknowledges receipt of the one (1) page of this Addendum.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.

GURDIP SAINI, P.E.
Associate Commissioner/Design I

Name of Bidder
By:

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

## **ADDENDA CONTROL SHEET**

BID OPENING DATE: DECEMBER 16, 2016
PROJECT NO.: SER200277
TITLE: FOR THE CONSTRUCTION OF STORM SEWERS AND APPURTENANCES IN WOEHRLE, ETC

ADDENDA ISSUED	No. OF DRAWINGS	DATE
#1: Additional Amendments		11/17/2016
#2: Additional Amendments		12/2/2016
	·	

#### ATTACH TO CONTRACT DOCUMENTS

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

**PROJECT ID: SER200277** 

CONSTRUCTION OF STORM SEWERS AND APPURTENANCES IN WOEHRLE AVENUE BETWEEN ALEXANDER AVENUE AND WARING AVENUE; ALEXANDER AVENUE BETWEEN WOEHRLE AVENUE AND LORING AVENUE; LORING AVENUE BETWEEN ALEXANDER AVENUE AND FORRESTAL COURT; FORRESTAL COURT BETWEEN LORING AVENUE AND DEAD END; LEVERETT AVENUE BETWEEN BROOKFIELD AVENUE AND COLON AVENUE

CONSTRUCTION OF SANITARY SEWERS AND APPURTENANCES IN FORRESTAL COURT BETWEEN LORING AVENUE AND DEAD END; LORING AVENUE BETWEEN ALEXANDER AVENUE AND FORRESTAL COURT

REPLACEMENT OF WATER MAINS AND APPURTENANCES IN LEVERETT AVENUE BETWEEN BROOKFIELD AVENUE AND COLON AVENUE

Together With All Work Incidental Thereto BOROUGH OF STATEN ISLAND CITY OF NEW YORK ADDENDUM NO. 2

DATED: December 2, 2016

This Addendum is issued for the purpose of amending the requirements of the contract documents and is hereby made part of said contract documents to the same extent as if it was originally included therein.

(3) Refer to the Bid and Contract Documents, VOLUME 1 OF 3, ATTACHMENT 1- BID INFORMATION on Page A-1;

**Delete** ATTACHMENT 1- BID INFORMATION in its entirety.

Substitute with attached revised ATTACHMENT 1- BID INFORMATION, Page A1- 1 (R).

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of one (1) page and one (1) page of attachment.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.

	Ullopsen Fangarelah
	GURDIP SAINI, P.E. Associate Commissioner/Design I
	Associate Commissioner/Design I
Name of Bidder	
Ву:	· ·

Project ID: SER200277

### ATTACHMENT 1 - BID INFORMATION

PROJECT ID: SER200277 PIN: 8502016SE0029C

CITY OF NEW YORK	A-1(R)	BID BOOKLE
Agency Contact Person	: Lorraine Holley Phone: 718-391-2601 FAX: 718-39	91-2615
	ent Security: Required for contracts in the amount of and Payment Security shall each be in an amount equal	
	(2) Certified Check in an amount not less than 29 PRICE set forth on the Bid Form.	% of the TOTAL BID
	(1) Bond in an amount not less than 10% of the 3 forth on the Bid Form, OR	
Bid Security:	Bid Security is required in the amount set forth below security is not required if the TOTAL BID PRICE set less than \$1,000,000.00.	
	If Yes, Mandatory: On Time and Date:  Location:	otional:
Pre-Bid Conference:	Yes NoX	
	Time and Date: 11:00 A.M. on DECEMB	ER 16, 2016
Bid Opening:	30-30 Thomson Avenue First Floor Bid Procurement Room Long Island City, New York 11101	
Submission of Bids To	: 30-30 Thomson Avenue First Floor Bid Procurement Room Long Island City, New York 11101 Before 11:00 A.M. onDECEMBER 16, 2	016
Documents Available	At: 30-30 Thomson Avenue First Floor Bid Procurement Room Long Island City, New York 11101 8:30 A.M. to 4:00 P.M Monday through Fr	iday
Description and Locat	ion of Work: Construction Of Sanitary And Storm Se Leverett Avenue etc., Together With All Borough Of Staten Island.	
Description and Locat	on of Work: Construction Of Sonitory And Storm Se	vivers And Annumbers T

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### INFRASTRUCTURE DIVISION BUREAU OF DESIGN

### **VOLUME 3 OF 3**

PROJECT ID: SER200277

CONSTRUCTION OF STORM SEWERS AND APPURTENANCES IN WOEHRLE AVENUE BETWEEN ALEXANDER AVENUE AND WARING AVENUE; ALEXANDER AVENUE BETWEEN WOEHRLE AVENUE AND LORING AVENUE; LORING AVENUE BETWEEN ALEXANDER AVENUE AND FORRESTAL COURT; FORRESTAL COURT BETWEEN LORING AVENUE AND DEAD END; LEVERETT AVENUE BETWEEN BROOKFIELD AVENUE AND COLON AVENUE

CONSTRUCTION OF SANITARY SEWERS AND APPURTENANCES IN FORRESTAL COURT BETWEEN LORING AVENUE AND DEAD END; LORING AVENUE BETWEEN ALEXANDER AVENUE AND FORRESTAL COURT

REPLACEMENT OF WATER MAINS AND APPURTENANCES IN LEVERETT AVENUE BETWEEN BROOKFIELD AVENUE AND COLON AVENUE

Together With All Work Incidental Thereto BOROUGH OF STATEN ISLAND CITY OF NEW YORK

	Contractor
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Dated	